



Victoria Government Gazette

By Authority of Victorian Government Printer

No. G 16 Thursday 20 April 2017

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GENERAL

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As from 20 April 2017

The last Special Gazette was No. 122 dated 13 April 2017.

The last Periodical Gazette was No. 1 dated 18 May 2016.

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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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
ANZAC DAY WEEK 2017 (Tuesday 25 April 2017)**

Please Note New Deadlines for General Gazette G17/17:

The Victoria Government Gazette (General) for ANZAC week (G17/17) will be published on **Thursday 27 April 2017**.

Copy deadlines:

Private Advertisements

9.30 am on Friday 21 April 2017

Government and Outer

Budget Sector Agencies Notices

9.30 am on Monday 24 April 2017

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

PRIVATE ADVERTISEMENTS

VICTORIA POLICE

HOMICIDE OF RICKY BALCOMBE**\$1,000,000 REWARD**

The co-operation of the public is sought to establish the identity of the person or persons responsible for the death of Ricky Balcombe who was stabbed to death at the Market Square Shopping Centre, Geelong, on 5 May 1995.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the death of Ricky Balcombe.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF DAVID BEER**\$1,000,000 REWARD**

The co-operation of the public is sought to establish the identity of the person or persons responsible for the death of David Beer on 6 February 1994, at Tallangatta.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the death of David Beer.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF RENITA BRUNTON

\$1,000,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for the murder of Renita Brunton who was found deceased at her Link Arcade, Sunbury shop on 5 November 1993.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the death of Renita Brunton.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF ROSAMARIA LAURIA

\$1,000,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for the death of Rosamaria Lauria who was found deceased in the Kananook Creek Reserve, Frankston, on 9 October 2006.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the death of Rosamaria Lauria.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF FIONA BURNS AND JOHN LEE

\$1,000,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for the deaths of Fiona Burns and John Lee whose bodies were discovered at a truck stop on the Victoria/South Australia border on 18 October 1990. Fiona and John had been hitchhiking from Adelaide to Melbourne at the time.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the deaths of Fiona Burns and John Lee.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF CHRISTOPHER PHILIPS

\$1,000,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for the death of Christopher Philips who was found deceased in his home at Gaybre Court, Cheltenham, on 1 May 1989.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the death of Christopher Philips.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF MARGARET AND SEANA TAPP

\$1,000,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for the deaths of Margaret and Seana Tapp who were located deceased at their home address in Ferntree Gully on 8 August 1984. They were last seen alive on 7 August 1984 in Ferntree Gully.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the deaths of Margaret and Seana Tapp.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF INA-DORIS WARRICK

\$1,000,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for the death of Ina-Doris Warrick who was located deceased at 179A Oban Road, Ringwood on 25 March 1986. Ina-Doris Warrick was last seen alive on 21 March 1986.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the death of Ina-Doris Warrick.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF LARRY WEBER

\$1,000,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for the death of Larry Weber who was found deceased outside his home on 28 May 2002, in Rowville.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the death of Larry Weber.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police



VICTORIA POLICE

HOMICIDE OF BERNARD JOSEPH WILLIAMS

\$1,000,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for the death of Bernard Joseph Williams on or about 27 February 1978, in Melton.

A reward of up to \$1,000,000 may be paid at the discretion of the Chief Commissioner of Police, for new information leading to the apprehension and subsequent conviction of the person or persons responsible for the death of Bernard Joseph Williams.

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

Any information given will be treated as confidential and may be given at any time to Crime Stoppers on 1800 333 000.

Any payment of a reward will be subject to the applicant signing a deed of confidentiality prior to payment.

GRAHAM ASHTON
Chief Commissioner of Police

Land Act 1958

Notice is hereby given that Mildura Murray Marine Pty Ltd has applied for a lease pursuant to section 134 of the **Land Act 1958**, for a term of 21 years in respect of Allotment 6C in the Parish of Mildura, containing 17.17 hectares as a site for a Marina.

Estate RUTH EMERY SOUTHERN, late of Alcheringa Nursing Home, Durham Ox Road, Pyramid Hill, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 9 February 2017, are required by the executor, Mark Donald Southern, to send particulars of such claims to him, 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.

Dated 10 April 2017

BASILE & CO. PTY LTD, legal practitioners, consultants and conveyancers (Vic. and NSW), 46 Wellington Street, Kerang, Victoria 3579.
RB:GR:17133

ROBERT JOHN MATTHEWS, also known as John Matthews, late 27–29 Princes Street, Mildura, Victoria, labourer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 October 2016, are required by Joseph Robert Watson of 103 Orange Avenue, Mildura, Victoria, the executor of the estate of the said deceased, to send particulars to him by 30 June 2017, after which date Joseph Robert Watson, as executor of the estate of the deceased, may convey or distribute the assets, having regard only to the claims of which he then has notice.

Dated 28 March 2017

Re: ALLAN WILLIAM WEEKS, late of Uniting Age Well, 75 Thames Street, Box Hill, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 24 October 2016, are

required to send particulars of their claim to the executor, care of the undermentioned solicitors, by 30 June 2017, after which date the executor will convey or distribute the assets, having regard only to the claims of which the executor then has notice.

E. P. JOHNSON & DAVIES, solicitors,
Level 3, 52 Collins Street, Melbourne 3000.

MARY ELLEN LEWSLEY late of 45 Moubray Street, Melbourne, in the State of Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 September 2015, are required by the executrix, Joanna Katherine Goldsmith, to send particulars to her, 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 executrix may convey or distribute the assets, having regard only to the claims of which she then has notice.

FRENKEL PARTNERS, lawyers,
Level 11, 140 William Street, Melbourne 3000.

Re: Estate of BERYL OLIVE DAVIES.

Creditors, next-of-kin and others having claims against the estate of BERYL OLIVE DAVIES, late of 7 Rupert Street, Ringwood, Victoria, home duties, deceased, who died on 18 January 2017, are requested to send particulars of their claims to the executor, care of the undermentioned lawyers, by 21 June 2017, after which date she will distribute the assets, having regard only to the claims of which she then has notice.

HICKS OAKLEY CHESSELL WILLIAMS,
lawyers,
The Central 1, Level 2, Suite 17,
1 Ricketts Road, Mount Waverley, Victoria 3149.

Re: Estate of NICOLA VITETTA.

Creditors, next-of-kin and others having claims against the estate of NICOLA VITETTA, also known as Nick Vitetta, late of 34 Peart Street, Leongatha, Victoria, retailer/businessman, deceased, who died on 13 August 2016, are requested to send particulars of their claims to the executor, care of the undermentioned

lawyers, by 21 June 2017, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

HICKS OAKLEY CHESSELL WILLIAMS,
lawyers,
The Central 1, Level 2, Suite 17, 1 Ricketts Road,
Mount Waverley, Victoria 3149.

Re: KARL HORST KLAUSMEIER, late of
294 Maroondah Highway, Ringwood, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 January 2016, are required by the trustee, Norma Joyce Klausmeier, to send particulars to her, care of the undersigned, by 13 June 2017, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

HUTCHINSON LEGAL,
12 Warrandyte Road, Ringwood, Victoria 3134.

Re: WILLIAM THOMAS BOWN, late
of 62 Albany Road, Toorak, Victoria, retired
solicitor, deceased.

Creditors, next-of-kin and others having claims in respect of the deceased, who died on 6 December 2016, are required by Susan Elizabeth Smith, Anna Elizabeth Smith and Alexis Elizabeth Bown, the executors of the deceased, to send particulars of their claims to them, care of the undermentioned solicitors, by 17 July 2017, after which date they will convey or distribute the assets, having regard only to the claims of which they then have notice.

JOHN CURTAIN & ASSOCIATES PTY,
solicitors,
Level 10, 575 Bourke Street, Melbourne 3000.

Re: Estate of LESLEY IRENE POXON,
deceased.

Creditors, next-of-kin or others having claims in respect of the estate of LESLEY IRENE POXON, late of 38 Armstrong Street, Boort in the State of Victoria, widow, deceased, who died on 12 January 2017, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 12 June 2017, after which the executors will distribute the assets, having regard only to the claims of which they then have notice.

JOLIMAN LAWYERS,
Beveridge Dome, 194–208 Beveridge Street,
Swan Hill 3585.

Re: KERRIE PATRICIA McDONALD, late
of 8 Wildflower Court, Hillside, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 September 2016, are required by the executor, Martin Clark McDonald, to send particulars of such claims to them, at the undermentioned address, by 12 June 2017, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

MARTIN CLARK McDONALD,
care of Maurice Blackburn Lawyers,
Level 10, 456 Lonsdale Street, Melbourne,
Victoria 3000.

GREGORY EDWARD POUND, late of
1 Paul Place, Langwarrin, Victoria 3910, tow
truck driver, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 28 April 2016, are required by the administrator, Shaye Christine Pound, care of Level 11, 100 Collins Street, Melbourne, Victoria 3000, to send particulars of their claims to her by 21 June 2017, after which date the administrator may convey or distribute the assets and distribute the estate, having regard only to the claims of which she then has notice.

NEVILLE & CO., commercial lawyers,
Level 11, 100 Collins Street, Melbourne,
Victoria 3000.

Re: ANTONIO SALVATORE BUZZELLI,
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of ANTONIO SALVATORE BUZZELLI, deceased, late of Bupa Aged Care, 124 Maroondah Highway, Croydon, Victoria 3136, Melbourne and Metropolitan Board of Works mechanic, who died on 24 November 2016, are required by the trustees, John Paul Marcantonio and Cesarina Dispinzeri, care of Level 13, 607 Bourke Street, Melbourne, Victoria, to send particulars to them, care of SBA Law, Level 13, 607 Bourke Street Melbourne, Victoria 3000 by 26 June 2017, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

SBA LAW,
Level 13, 607 Bourke Street, Melbourne,
Victoria 3000.

Re: The estate of PHILLIP LEE HERRERA,
late of 3/35 Canberra Street, Patterson Lakes,
Victoria.

Creditors, next-of-kin and others having
claims in respect of the estate of the deceased,
who died on 18 April 2016, are required by the
administrator, Laura Spadaro, to send particulars
to her, care of the undersigned 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 the trustee
has notice.

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

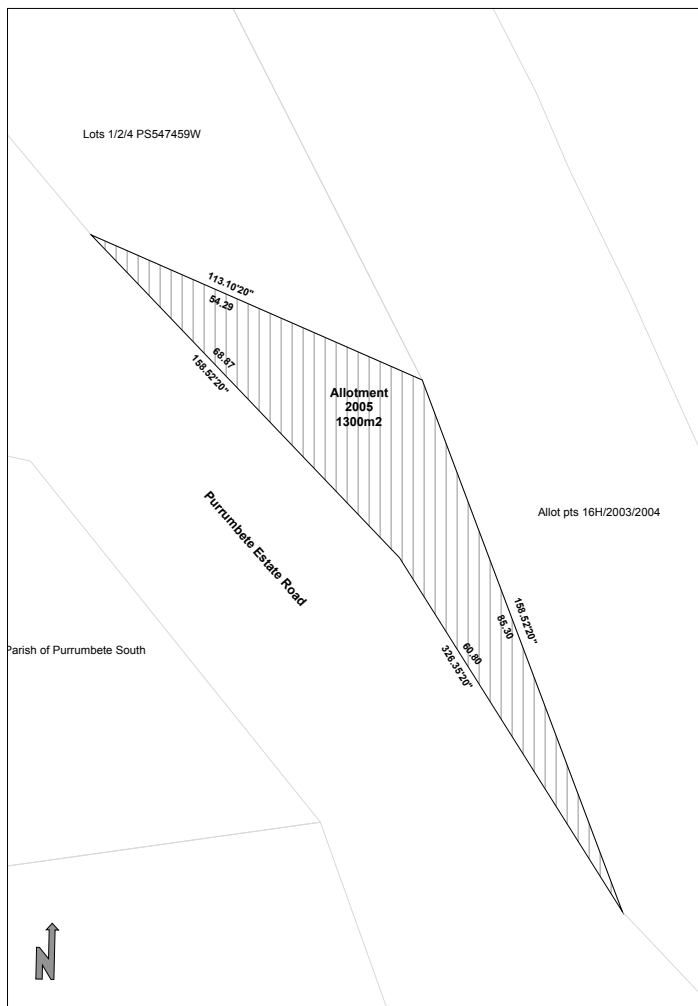
**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**



**CORANGAMITE
SHIRE**

ROAD DISCONTINUANCE

Pursuant to section 206 and Clause 3 of Schedule 10 of the **Local Government Act 1989**, the Corangamite Shire Council declares the portion of road shown hatched on the plan hereunder, discontinued. The Council intends to transfer the resulting land to the Crown.

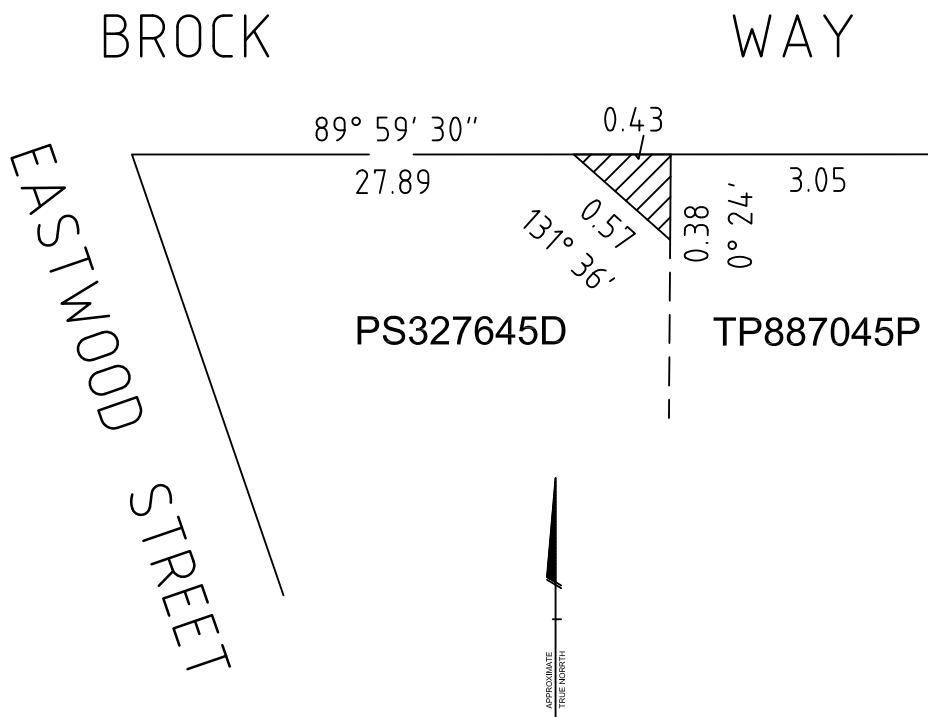


ANDREW MASON
Chief Executive Officer

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 (Council) declares the portion of road, shown hatched on the plan hereunder, discontinued. The Council intends to sell the resulting land to the adjoining owner.



MELBOURNE CITY COUNCIL

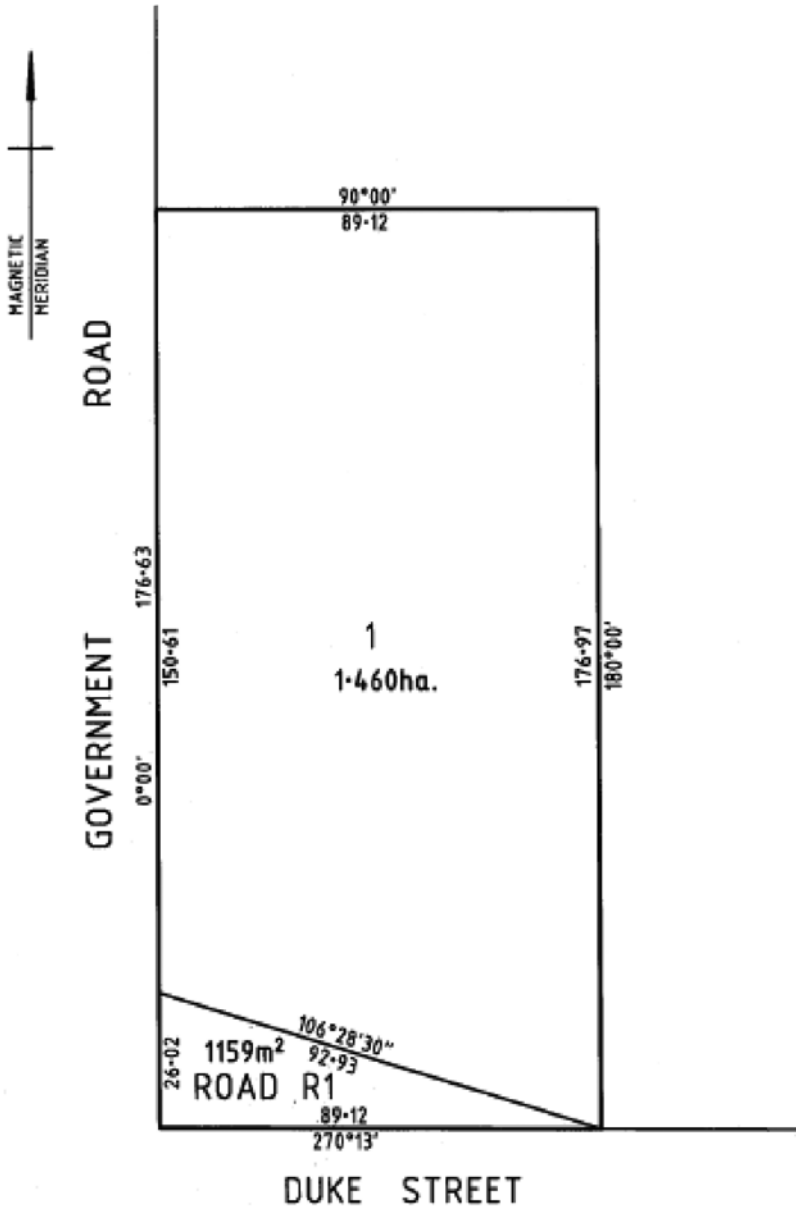
Road Discontinuance

Pursuant to section 206(1) and Clause 3 of Schedule 10 of the **Local Government Act 1989**, the Melbourne City Council (Council) declares the road defined as Crown Allotment 2427 on OP124074 in Kensington, discontinued. Council intends to request the land be reserved for Public Park under the **Crown Land (Reserves) Act 1978** with the Council appointed as Committee of Management.

WELLINGTON SHIRE COUNCIL

Public Highway Declaration

Pursuant to section 204(1) of the **Local Government Act 1989** ('the Act') the Wellington Shire Council, at its meeting on 18 April 2017, resolved to declare the section of Duke Street, Woodside, through Lot 1 PS706927F, being Crown Allotment 21D (Part) Section 1, Parish of Woodside, as shown R1 on the plan below, as a Public Highway for the purposes of the Act.



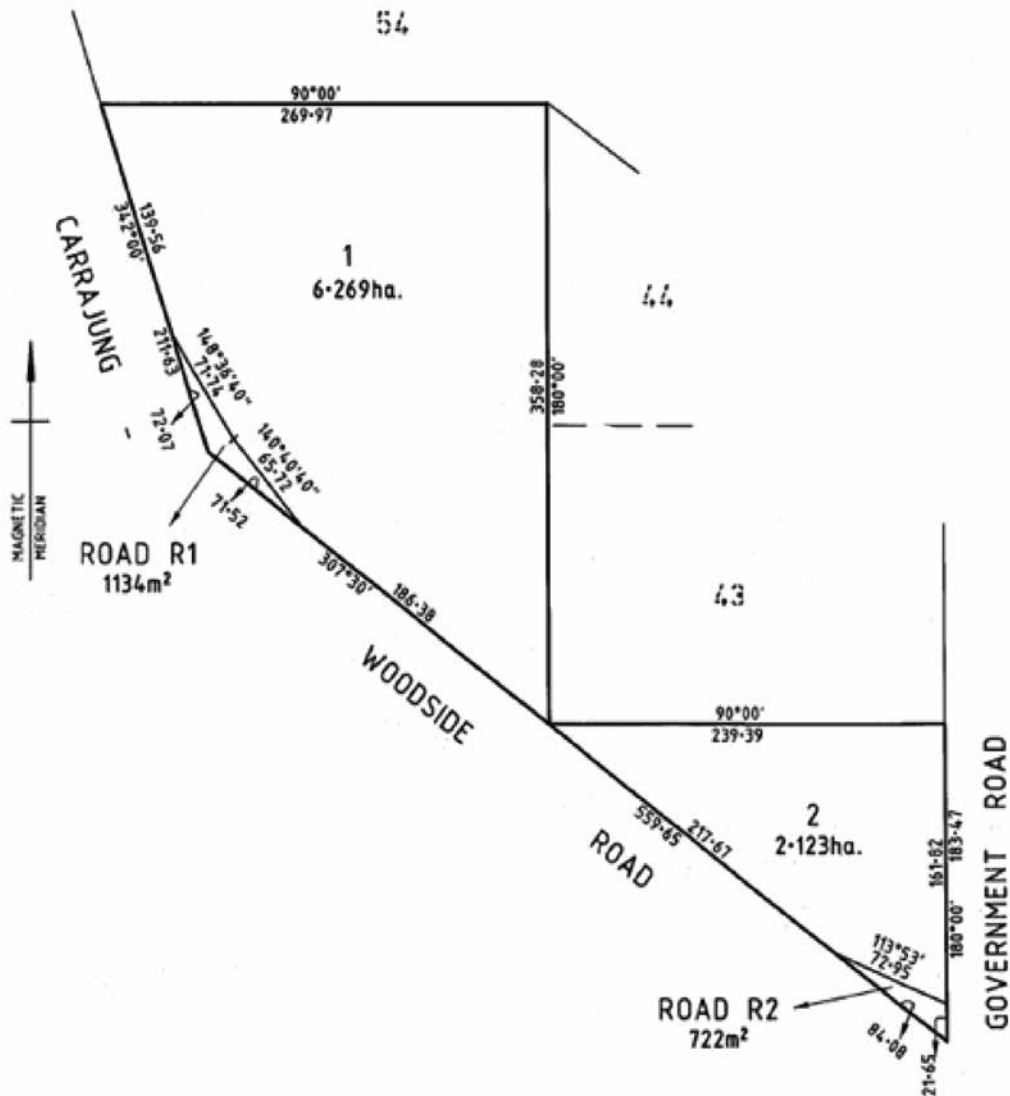
Dated 20 April 2017

DAVID MORCOM
Chief Executive Officer

WELLINGTON SHIRE COUNCIL

Public Highway Declaration

Pursuant to section 204(1) of the **Local Government Act 1989** ('the Act') the Wellington Shire Council, at its meeting on 18 April 2017, resolved to declare the two (2) sections of Carrajung Woodside Road, Woodside, through Lots 1 and 2 PS706928D, being Crown Allotments 42 and 45, Parish of Bruthen, as shown R1 and R2 on the plan below, as a Public Highway for the purposes of the Act.



Dated 20 April 2017

DAVID MORCOM
Chief Executive Officer

CITY OF GREATER GEELONG

Notice of Intention to Review a
Road Management Plan

The City of Greater Geelong is undertaking a review of its Road Management Plan in accordance with the **Road Management Act 2004** and Road Management (General) Regulations.

The Road Management Plan establishes a management system for the local road network functions in achieving the necessary 'levels of service' and 'performance targets' outlined in the plan.

The purpose of the review is to assess current road management practices, including the inspection, maintenance and repair of all the City's roads as listed in its Register of Public Roads, taking account of financial considerations, community expectations and service delivery priorities.

A copy of the proposed Road Management Plan may be inspected at the City's Brougham Customer Service, 100 Brougham Street, Geelong, during office hours, or from our website, www.geelongaustralia.com.au

Any person wishing to make comment as part of this review can do so by: email: contactus@geelongcity.vic.gov.au; post: PO Box 104, Geelong, Victoria 3220; or online: www.geelongaustralia.com.au

All comments received by 5.00 pm Friday 12 May 2017 will be considered.

Planning and Environment Act 1987GREATER SHEPPARTON
PLANNING SCHEMENotice of the Preparation of an Amendment
to a Planning Scheme andNotice of an Application for a Planning Permit
Given Under Section 96C of the**Planning and Environment Act 1987**

Amendment C193

Planning Permit Application 2016-269

The land affected by the Amendment is 221–229 Numurkah Road and 10 Ford Road, Shepparton, and to part of 38–50 Ford Road, Shepparton, and to part of 25 Hawkins Road, Shepparton.

The land affected by the application is 221–229 Numurkah Road and 10 Ford Road, Shepparton.

The Amendment proposes to rezone land at 221–229 Numurkah Road and 10 Ford Road, Shepparton, from the Commercial 2 Zone to Commercial 1 Zone and apply the Public Acquisition Overlay to part of 221–229 Numurkah Road, Shepparton, part of 38–50 Ford Road and part of 25 Hawkins Road, Shepparton.

The Amendment proposes to implement the findings and recommendations of the 'Commercial Activity Centres Strategy, November 2015' in relation to Shepparton North and proposes to rezone land to facilitate the development of a supermarket and associated retail floorspace.

The application is for a permit to use the land for a community meeting space, buildings and works in the Commercial 1 Zone, erection and display of advertising signs, a packaged liquor licence and creation of access to a Road Zone Category 1.

The applicant for the permit is Debra Butcher Consulting Pty Ltd on behalf of Lascorp Development Group (Aust.) Pty 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, Greater Shepparton City Council, 90 Welsford Street, Shepparton; at the Greater Shepparton City Council website, www.greatershepparton.com.au; and at the Department of Environment, Land, Water and Planning website, <https://www.planning.vic.gov.au/planning-schemes/amending-a-planning-scheme/planning-documents-on-exhibition>

Any person who may be affected by the Amendment or by the granting of the permit may make a submission to the planning authority about the Amendment and the application. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions.

The closing date for submissions is 23 May 2017. A submission must be sent to the Greater Shepparton City Council, Locked Bag 1000, Shepparton, Victoria 3632.

The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, for two months after the Amendment comes into operation or lapses.

COLIN KALMS
Manager Building and Planning

Planning and Environment Act 1987

MANSFIELD PLANNING SCHEME

Notice of the Preparation of an Amendment
Amendment C36

The Mansfield Shire Council has prepared Amendment C36 to the Mansfield Planning Scheme.

The land affected by the Amendment is all land in the Mansfield Shire within a special water supply catchment listed in Schedule 5 to the **Catchment and Land Protection Act 1994**.

The Amendment proposes to implement the planning actions of the 'Mansfield Shire Domestic Wastewater Management Plan 2014' (DWMP) to better manage development that has potential to affect water quantity and quality in special water supply catchments.

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, Mansfield Shire Council, 33 Highett Street, Mansfield; or at the Council website, www.mansfield.vic.gov.au; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is 1 June 2017. A submission must be sent to Kathy Richardson, Senior Strategic Planner, at Private Bag 1000, Mansfield, Victoria 3724, or via email: strategic.planning@mansfield.vic.gov.au

The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, for two months after the Amendment comes into operation or lapses.

ALEX GREEN
Chief Executive Officer

Planning and Environment Act 1987

MAROONDAH PLANNING SCHEME

Notice of the Preparation of an Amendment
Amendment C110

The Maroondah City Council has prepared Amendment C110 to the Maroondah Planning Scheme.

The land affected by the Amendment is 29 Bedford Road, Ringwood.

The Amendment proposes to apply the Heritage Overlay to 29 Bedford Road, Ringwood, on a permanent basis.

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, Maroondah City Council: City Offices Service Centre, Braeside Avenue, Ringwood; Realm, Ringwood Town Square, 179 Maroondah Highway, Ringwood; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Friday 19 May 2017.

A submission must be sent to Mr Phil Turner, Director Planning and Community, Maroondah City Council, PO Box 156, Ringwood 3134, or via email at maroondah@maroondah.vic.gov.au

The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, for two months after the Amendment comes into operation or lapses.

PHIL TURNER
Director Planning and Community

Planning and Environment Act 1987

STONNINGTON PLANNING SCHEME

Notice of the Preparation of an Amendment

Amendment C243

The Stonnington Council has prepared Amendment C243 to the Stonnington Planning Scheme.

The land affected by the Amendment is 1074–1076 Malvern Road, Armadale (Sutherland House), and 1034–1040 Malvern Road, Armadale (Blairholme House).

The Amendment proposes to apply permanent heritage controls to two places of heritage significance not currently in the Heritage Overlay in the City of Stonnington.

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, City of Stonnington, Stonnington City Centre, 311 Glenferrie Road, Malvern, Victoria 3144; and the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

Any person who may be affected by the Amendment may make a submission to the planning authority about the Amendment. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is 22 May 2017. A submission must be sent to the City of Stonnington, PO Box 21, Prahran 3181.

The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, for two months after the Amendment comes into operation or lapses.

SUSAN PRICE
Manager City Strategy

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 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 21 June 2017, 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.

BONGIOVANNI, Victor Emmanuel, late of 4 Guildford Avenue, Coolaroo, Victoria 3048, retired, deceased, who died on 14 January 2017.

BRONKHORST, Clasina Aletta, late of Dutchcare – Avondrust Lodge, 1105 Frankston–Dandenong Road, Carrum Downs, Victoria 3201, retired, deceased, who died on 9 January 2017.

EDWARDS, Judith Barbara, late of 43 Bindi Street, Glenroy, Victoria 3046, deceased, who died on 13 December 2016.

NEWSOME, Robert, late of Unit 3, 2 Dalgety Street, St Kilda, Victoria 3182, retired, deceased, who died on 24 December 2016.

PITT, Laurence Reginald, late of Salisbury House Private Nursing Home, 3–9 Salisbury Road, Beaconsfield Upper, Victoria 3808, deceased, who died on 27 February 2017.

PROCTOR, Stephen John, late of 14 Hiddleston Avenue, Box Hill South, Victoria 3128, deceased, who died on 26 December 2016.

TANZ, Anna Luise, late of Grace Villa Aged Care, 4/25–33 Grimshaw Street, Greensborough, Victoria 3088, deceased, who died on 9 November 2016.

WERNER, Marion Adele, late of Berwick Private Nursing Home, 21–25 Parkhill Drive, Berwick, Victoria 3806, deceased, who died on 31 December 2012.

Dated 12 April 2017

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 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 22 June 2017, 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.

GOODALL, Shirley Dawn, late of 41 Black Forest Road, Werribee, Victoria 3030, deceased, who died on 16 November 2016.

HARBUD, Eileen Joyce, late of Craigcare Aged Care Facility, 25 Parkhill Drive, Berwick, Victoria 3806, deceased, who died on 18 March 2017.

LALOR, Hazel Jean, late of 740 Sydney Road, Coburg North, Victoria 3058, deceased, who died on 1 September 2016.

MYERS, Anthony John, late of 51 Clarke Street, Lilydale, Victoria 3140, deceased, who died on 25 January 2017.

SHELLY, Brian Dennis, late of Gregory Lodge Nursing Home, 2–58 Newmarket Street, Flemington, Victoria 3031, deceased, who died on 5 August 2012.

Dated 13 April 2017

Associations Incorporation Reform Act 2012

SECTION 138

I, David Joyner, Deputy Registrar of Incorporated Associations, under delegation provided by the Registrar, hereby give notice that an application for the voluntary cancellation of incorporation, pursuant to section 136 of the Act, has been received by the Registrar from each of the associations mentioned below:

Enterprising Communities Inc.; Geelong Bulls Basketball Club Incorporated; Global Cantonese Association of Australia Inc.; Journey with Spirit Inc.; Lee's Clan of Australia Incorporated; Li's Clan of Australia Incorporated; Melbourne Chin Woo Athletic Association Inc.; St Mary's-Monivae Football Club Inc.; The Confucius Four Junzi Society Inc.; Youth Connect Inc.

I further advise that unless a person makes a written objection to cancellation to the Registrar within 28 days of the date of this notice, I intend to cancel the incorporation of the incorporated associations mentioned above.

Dated 20 April 2017

David Joyner
Deputy Registrar of Incorporated Associations
GPO Box 4567
Melbourne, Victoria 3001

Associations Incorporation Reform Act 2012

SECTION 135

I, David Joyner, Deputy Registrar under the **Associations Incorporation Reform Act 2012** (the Act), under delegation provided by the Registrar, hereby give notice that, pursuant to section 135(3) of the Act, I intend to cancel the incorporation of the incorporated associations mentioned below:

Glen Eira Neighbourhood Watch Inc.; Melbourne Turkish Community Centre Inc.

I further advise that unless a person makes a written objection to cancellation to the Registrar within 28 days of the date of this notice, I intend to cancel the incorporation of the incorporated associations mentioned above.

Dated 20 April 2017

David Joyner
Deputy Registrar of Incorporated Associations
PO Box 4567
Melbourne, Victoria 3001

Co-operatives National Law (Victoria)

WALLACE CO-OPERATIVE LIMITED

On application under section 601AB of the **Corporations Act 2001** (the Act), notice is hereby given under section 601AB (3) of the Act, as applied by section 453(a) of the **Co-operatives National Law (Victoria)**, 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 its registration will be dissolved.

Dated at Melbourne 20 April 2017

David Joyner
Deputy Registrar of Co-operatives

Co-operatives National Law (Victoria)

MSA CO-OPERATIVE BOOKSHOP LTD
MACEDON GRAMMAR SCHOOL
CO-OP LTD

On application under section 601AB of the **Corporations Act 2001** (the Act), notice is hereby given under section 601AB (3) of the Act, as applied by section 453(a) of the **Co-operatives National Law (Victoria)**, 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 its registration will be dissolved.

Dated at Melbourne 20 April 2017

David Joyner
Deputy Registrar of Co-operatives

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 and Human Services for the purposes of section 40(2) of the **Cemeteries and Crematoria Act 2003**, give notice that I have approved the scales of fees and charges fixed by the following cemetery trust.

The approved scales of fees and charges will take effect from the date of publication of this notice in the Victoria Government Gazette and will be published on the internet.

The fees will be published on the internet at <http://www.health.vic.gov.au/cemeteries>

The Ensay Cemetery Trust

Dated 12 April 2017

BRYAN CRAMPTON
Manager
Cemeteries and Crematoria Regulation Unit

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, Steven Warrington, Chief Officer of the Country Fire Authority, after consultation with the Secretary to the Department of Environment, Land, Water and Planning, 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 24 April 2017:

- Northern Grampians Shire Council
- Ararat Rural City Council
- Pyrenees Shire Council.

STEVEN WARRINGTON
Chief Officer

PUBLIC NOTICE CONCERNING NEIGHBOURHOOD SAFER PLACES

One public land reserve established under the **Crown Land (Reserves) Act 1978** has been identified as meeting the Country Fire Authority Assessment Guidelines for neighbourhood safer places. As the representative for the Minister responsible for the **Crown Land (Reserves) Act 1978**, I consent to the use of the following reserve as a Neighbourhood Safer Place.

| Reserve No. | Municipality | Township Name | General Location | Description |
|-------------|------------------------|---------------|--|----------------------|
| 0902557 | Mitchell Shire Council | P/Glenburnie | J Kelly Pavillion at the Kilmore Racecourse and Recreation Reserve | East Street, Kilmore |

Dated 27 March 2017

PETER BEAUMONT
Executive Director
Land Management Policy Division

Electricity Industry Act 2000

TANGO ENERGY PTY LTD (ABN 43 155 908 839)

This publication is pursuant to section 40G of the **Electricity Industry Act 2000**, which requires Tango Energy Pty Ltd, as a relevant licensee, to publish its general renewable energy feed-in tariff scheme terms and conditions. Tango's 'Retailer Feed-In Tariff Scheme Terms' will take effect two months after the date of this notice.

RETAILER FEED-IN TARIFF SCHEME TERMS**PREAMBLE**

Under the Electricity Act, all electricity retailers with more than 5,000 Customers must offer to purchase electricity fed back into the grid by Qualifying Customers.

These Terms set out the conditions on which we will purchase electricity from you, our Customer, if you are a Qualifying Customer, and will apply in addition to your Contract without limiting, varying or excluding the operation of your Contract in any way.

These Terms may only be varied with your express consent, except where changes occur to the Energy Laws, in which case these Terms should be taken to be automatically amended. If any amendments materially affect your rights or obligations, we will advise you as soon as possible after the Energy Laws change. In the case of any inconsistency between the Energy Laws and these Terms, these Terms will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.

Unless otherwise specified, capitalised words used in these Terms are defined in clause 9.

1. ABOUT YOUR RFIT AGREEMENT**1.1 Are you a Qualifying Customer?**

- (a) To be a Qualifying Customer for a Supply Address, you must:
 - (i) purchase electricity from us at a rate of 100 MWh or less per annum;
 - (ii) engage in the generation of electricity at your Supply Address through a Small Renewable Energy Generation Facility;
 - (iii) have been exempted by Order under section 17 of the Electricity Act from the requirement to hold a licence in respect of the generation of electricity for supply and sale; and
 - (iv) have a suitable meter type and tariff at your Supply Address.

- (b) If you have a facility that generates renewable electricity and it is not connected to the distribution system to which your Supply Address is connected, on your request and as soon as practicable after you enter into a Contract with us, we will request your distributor to connect your facility to the distribution system, to enable your facility to become a Small Renewable Energy Generation Facility. We will make this request no later than the next Business Day after receiving from you all documentation required under the **Electricity Safety Act 1998** and all documentation reasonably required by us or the relevant distributor.
- (c) If we determine that you are not a Qualifying Customer, we will contact you to advise you of any other options you may have.

1.2 When does your RFIT Agreement start?

- (a) Subject to clause 1.2(b) and (c) and any applicable cooling-off period, we may agree a start date with you for your RFIT Agreement.
- (b) Your RFIT Agreement will start on the later of:
 - (i) the date we start supplying electricity to your Supply Address;
 - (ii) if you are already our Customer, the date:
 - (A) you accept the offer set out in your Electricity Plan and satisfy any relevant pre-conditions;
 - (B) we receive your completed Schedule or you agree to the Terms over the phone or online; or
 - (C) we start to sell you electricity under our Standing Offer; and
 - (iii) the date you become a Qualifying Customer.
- (c) If you are on a Market Agreement, you must give us your express consent to entering into your RFIT Agreement.

2. ABOUT YOUR RETAILER FEED-IN TARIFF

2.1 What is your Retailer Feed-In Tariff rate?

- (a) Your Retailer Feed-In Tariff rate is not less than the minimum rate set for each year by the Essential Services Commission, excluding GST, or if no rate is set, any reasonable rate determined by us from time to time. The applicable rate at the start of your RFIT Agreement will be detailed in our Electricity Plan or Schedule.
- (b) If your generation of electricity from a Small Renewable Energy Generation Facility relates to a business enterprise carried on by you and you are registered for GST, you must provide us with your ABN. On receipt of your ABN, we will provide you with a 10% credit for the GST component, in addition to the Retailer Feed-In Tariff rate detailed in clause 2.1(a).
- (c) From time to time, we may choose to credit you an additional amount for the electricity you feed back into the grid. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (d) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the feed-in tariffs we can offer you.
- (e) We will give you notice of any variation to the Retailer Feed-In Tariff rate or additional amount credited by us under clause 2.1(c). The notice may be a message on your bill. We will notify you as soon as practicable, but by no later than your next bill. A notice of a variation to our tariffs under your Contract is taken to be a notice under your RFIT Agreement.

2.2 How do we determine your Retailer Feed-In Tariff payment?

- (a) Unless you expressly consent otherwise, your Retailer Feed-In Tariff payment will be based on the amount of electricity you export to the grid during a Billing Cycle.

- (b) To enable us to determine your Retailer Feed-In Tariff payment under clause 2.2(a), you must:
 - (i) have a national electricity market compliant meter that records your supply of electricity to the grid; and
 - (ii) comply with clause 2.2(c) so that your meter can be read.
- (c) You must allow the Responsible Person, or the Responsible Person's representative, safe, convenient and unhindered access to your Supply Address and meter, for the purpose of reading your meter (and for connection, disconnection, reconnection, maintenance and repair). The person who requires access will carry or wear official identification and on request will show that identification to you.
- (d) If a reading of your meter cannot be obtained during any Billing Cycle and your distributor provides us with an estimate of the amount of electricity you export to the grid, your Retailer Feed-In Tariff payment will be based on that estimate.
- (e) If your Retailer Feed-In Tariff payment is estimated under clause 2.2(d) and we later receive an actual reading of your meter, we will adjust your next bill under clause 2.4 to make up the difference between the credit you received and the credit you should have been provided. We will also use our best endeavours to ensure that the meter is read at least once in any 12 month period.

2.3 When do we pay you for the electricity you export?

- (a) Subject to clause 2.3(b), we will apply the Retailer Feed-In Tariff as a credit against the charges payable by you in each Billing Cycle, to pay you for any excess electricity you export to the grid.
- (b) We will not pay you for any electricity you export if a reading of your meter cannot be obtained and your distributor does not provides us with an estimate of the amount of electricity you export to the grid under clause 2.2, or if some other event occurs that is outside our control.

2.4 What if your Retailer Feed-In Tariff credit exceeds our Charges?

- (a) If your Retailer Feed-In Tariff credit exceeds our Charges in any billing period, we will add the additional credit to your next electricity bill and carry over further credits to future electricity bills until the excess credit is extinguished. If there is any excess credit remaining when your Contract ends, we will pay you the equivalent amount.
- (b) If you have a Market Agreement with us and the Benefit under your Electricity Plan includes a pay by the due date discount, or any other discount or rebate off our Charges, you may not be entitled to that discount or rebate if your Retailer Feed-In Tariff exceeds our Charges.

2.5 What if your Retailer Feed-In Tariff credit is more or less than it should be?

If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error in accordance with the Energy Retail Code.

3. BILLING AND PAYMENTS

3.1 What do you have to pay?

In addition to the Charges set out in your Contract, you will need to pay any distributor-imposed charges. Upon your request we will inform you of the amount of any distributor-imposed charges before you enter into your RFIT Agreement.

3.2 Bill reviews

If you ask us to, we will review any credits applied to your account as required by the Energy Retail Code.

3.3 Your historical billing information

- (a) We will retain your Retailer Feed-In Tariff payment information for at least two years regardless of whether you remain our Customer.
- (b) If you request any historical Retailer Feed-In Tariff payment information, we will process your request in accordance with the Energy Retail Code.

4. ENDING YOUR RFIT AGREEMENT

- (a) If your Contract is ended by either you or us, your RFIT Agreement will automatically end at the same time.
- (b) We may not end your RFIT Agreement unless you enter into a new electricity contract with either us or another retailer for the supply and sale of electricity to your Supply Address, in which case clause 4(d) will apply.
- (c) Subject to clause 4(d), you may end your RFIT Agreement without notice.
- (d) Termination of your RFIT Agreement will not become effective until the earlier of:
 - (i) if you enter into a new Market Agreement and RFIT Agreement with us, the date the new agreements commence;
 - (ii) if you enter into a new electricity contract with another retailer for the supply and sale of electricity to your Supply Address, the date other retailer becomes responsible for offering to purchase the electricity you generate; or
 - (iii) if your Supply Address is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected.
- (e) If our Electricity Plan contains a Benefit Period:
 - (i) between 20 and 40 Business Days before the Benefit End Date, we will notify you of the date that the Benefit Period is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - (ii) the RFIT Agreement will continue after the expiry date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the Electricity Act.

5. FORCE MAJEURE

If an event occurs which is outside the reasonable control of us or you, and either you or we breach your RFIT Agreement due to this event only, we will deal with the breach in accordance with the Energy Retail Code.

6. COMPLAINTS

We will handle any complaint by you in accordance with the relevant Australian Standard on complaints handling and proceed in the manner specified in the Energy Retail Code.

7. NOTICES

- (a) A notice, consent, document or other communication given by us under your RFIT Agreement will be given in a manner specified by the Energy Retail Code.
- (b) You must advise us as soon as possible of any relevant change to your contact details.

8. ASSIGNMENT

We may only assign your RFIT Agreement with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

9. DEFINITIONS

Benefit means any benefit set out in your Electricity Plan.

Benefit Period means the timeframe during which we may provide you with a Benefit, as specified in our Electricity Plan.

Billing Cycle means the regular recurrent period for which you receive a bill from us.

Business Day means a day other than a Saturday, a Sunday or a public holiday in Victoria.

Charges mean the tariffs and fees you are required to pay us for our supply of electricity to you.

Contract means your contract with us for the sale of electricity to you, under either a:

- (a) Market Agreement; or
- (b) Standing Offer.

Customer means the person named in our Electricity Plan or Schedule.

Electricity Act means the **Electricity Industry Act 2000**.

Electricity Plan means the document setting out the terms of our offer to sell you electricity, including the Benefit, Retailer Feed-In Tariff, and other tariffs and charges.

Energy Laws means the Electricity Act, the Energy Retail Code, and all other relevant regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity in Victoria;

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

Market Agreement means your contract with us for the sale of electricity to you, consisting of our Market Agreement Terms and Electricity Plan.

Qualifying Customer has the meaning described in clause 1.1(a).

Responsible Person means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

Retailer Feed-In Tariff has the meaning described in clause 2.1(a).

RFIT Agreement means the Retailer Feed-In Tariff Scheme Agreement that is formed between you and us when we purchase electricity from you under these Terms.

Schedule means the schedule to these Terms.

Small Renewable Energy Generation Facility has the meaning given in the Electricity Act.

Standing Offer means our offer to sell you electricity on terms and conditions that have been specified by law and prices as published on our website.

Supply Address means the premises to which we supply electricity, detailed in our Electricity Plan or Schedule.

Terms means these Retailer Feed-In Tariff Scheme Terms.

SCHEDULE

If you believe that you are a Qualifying Customer for a Supply Address, please complete this page and return it to us at Tango Energy Pty Ltd, Level 11, 474 Flinders Street, Melbourne, Victoria 3000.

| | |
|---|--|
| Customer | [Full name] |
| ABN | [If your generation of electricity relates to a business enterprise carried on by, you must supply us with an ABN] |
| Supply Address | [Full address] |
| Contact details | Postal address: Mobile number: Email: |
| NMI | [Your National Meter Identifier is available on your electricity bill] |
| Small Renewable Energy Generation Facility | [Type of facility and generating capacity in kWh] |
| Retailer Feed-In Tariff rate | 11.3 c/kWh (excluding GST) or 12.43 c/kWh (including GST), variable from time to time in accordance with our Terms |
| Additional Feed-In Tariff (if applicable) | Not applicable |
| Customer Signature | [You must sign here to consent to entering into your RFIT Agreement] |
| Date | |

Electricity Industry Act 2000

TANGO ENERGY PTY LTD (ABN 43 155 908 839)

This publication is pursuant to section 40FF of the **Electricity Industry Act 2000**, which requires Tango Energy Pty Ltd, as a relevant licensee, to publish its premium solar feed-in tariff scheme terms and conditions.

PREMIUM FEED-IN TARIFF SCHEME TERMS**PREAMBLE**

These Terms set out the conditions on which we will purchase electricity from you, our Customer, if you are a Qualifying Customer for the Premium Feed-In Tariff Scheme, and will apply in addition to your Contract without limiting, varying or excluding the operation of your Contract in any way.

These Terms may only be varied with your express consent, except where changes occur to the Energy Laws, in which case these Terms should be taken to be automatically amended. If any amendments materially affect your rights or obligations, we will advise you as soon as possible after the Energy Laws change. In the case of any inconsistency between the Energy Laws and these Terms, these Terms will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.

Unless otherwise specified, capitalised words used in these Terms are defined in clause 9.

1. ABOUT YOUR PFIT AGREEMENT**1.1 Are you a Qualifying Customer?**

- (a) To be a Qualifying Customer for a Supply Address, you must:
 - (i) purchase electricity from us, for a single Supply Address or multiple Supply Addresses in aggregate, at a rate of 100 megawatt hours or less per annum;
 - (ii) engage in the generation of electricity:
 - (A) at a Supply Address that is your principal place of residence through one Qualifying Solar Energy Generation Facility; or
 - (B) at one or more Supply Addresses that are not your principal place of residence (such as business premises) through a Qualifying Solar Energy Generation Facility at each of those Supply Addresses;
 - (iii) have been exempted by Order under section 17 of the Electricity Act from the requirement to hold a licence in respect of the generation of electricity for supply and sale; and
 - (iv) have a suitable meter type and tariff at your Supply Address.
- (b) If you are receiving the Premium Feed-in Tariff, you must notify us 14 Business Days in advance of any change to your Qualifying Solar Energy Generating Facility that increases its generating capacity to more than 5 kilowatts.
- (c) You will cease to be a Qualifying Customer if you change your Qualifying Solar Energy Generating Facility by increasing its generating capacity:
 - (i) to more than 5 kilowatts; or
 - (ii) by adding extra solar panels, even if the overall system size remains 5 kilowatts or less.
- (d) If we determine that you are not, or cease to be, a Qualifying Customer, we will contact you to advise you of any other options you may have.

1.2 When does your PFIT Agreement start?

- (a) Subject to clause 1.2(b) and (c) and any applicable cooling-off period, we may agree a start date with you for your PFIT Agreement.
- (b) Your PFIT Agreement will start on the later of:

- (i) the date we start supplying electricity to your Supply Address; and
- (ii) if you are already our Customer, the date:
 - (A) you accept the offer set out in your Electricity Plan and satisfy any relevant pre-conditions; or
 - (B) we receive your completed Schedule or you agree to the Terms over the phone or online.
- (c) You must give us your express consent to entering into your PFIT Agreement. This means that, if we are selling you electricity under our Standing Offer, you must enter into a Market Agreement with us, or otherwise provide us with your signed consent, and satisfy any relevant preconditions before we can purchase electricity from you under the Premium Feed-In Tariff Scheme.

2. ABOUT YOUR PREMIUM FEED-IN TARIFF

2.1 What is your Premium Feed-In Tariff rate?

- (a) Your Premium Feed-In Tariff rate is not less than 60 cents per kilowatt hour, excluding GST.
- (b) From time to time we may choose to credit you an additional amount for the electricity you feed back into the grid. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (c) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the feed-in tariffs that we have available.
- (d) If your generation of electricity from a Qualifying Solar Energy Generation Facility relates to a business enterprise carried on by you and you are registered for GST, you must provide us with your ABN. On receipt of your ABN, we will provide you with a 10% credit for the GST component, in addition to the Premium Feed-In Tariff rate detailed in clause 2.1(a).
- (e) We will give you notice of any variation to the Premium Feed-In Tariff rate. The notice may be a message on your bill. We will notify you as soon as practicable, but by no later than your next bill. A notice of a variation to our tariffs under your Contract is taken to be a notice under your PFIT Agreement.

2.2 How do we determine your Premium Feed-In Tariff payment?

- (a) Unless you expressly consent otherwise, your Premium Feed-In Tariff payment will be based on the amount of electricity you export to the grid during a Billing Cycle.
- (b) To enable us to determine your Premium Feed-In Tariff payment under clause 2.2(a), you must:
 - (i) have a national electricity market compliant meter that records your supply of electricity to the grid; and
 - (ii) comply with clause 2.2(c) so that your meter can be read.
- (c) You must allow the Responsible Person, or the Responsible Person's representative, safe, convenient and unhindered access to your Supply Address and meter, for the purpose of reading your meter (and for connection, disconnection, reconnection, maintenance and repair). The person who requires access will carry or wear official identification and on request will show that identification to you
- (d) If a reading of your meter cannot be obtained during any Billing Cycle and your distributor provides us with an estimate of the amount of electricity you export to the grid, your Premium Feed-In Tariff payment will be based on that estimate.

- (e) If your Premium Feed-In Tariff payment is estimated under clause 2.2(d) and we later receive an actual reading of your meter, we will adjust your next bill under clause 2.5 to make up the difference between the credit you received and the credit you should have been provided. We will also use our best endeavours to ensure that the meter is read at least once in any 12 month period.

2.3 When do we pay you for the electricity you export?

- (a) Subject to clause 2.3(b), we will apply the Premium Feed-In Tariff as a credit against the charges payable by you in each Billing Cycle, to pay you for any excess electricity you export to the grid, until 1 November 2024 (subject to your continued eligibility).
- (b) We will not pay you for any electricity you export if a reading of your meter cannot be obtained and your distributor does not provides us with an estimate of the amount of electricity you export to the grid under clause 2.2, or if some other event occurs that is outside our control.

2.4 What if your Premium Feed-In Tariff credit exceeds our Charges?

- (a) If your Premium Feed-In Tariff credit exceeds our Charges in any billing period, we will add the additional credit to your next electricity bill and carry over further credits to future electricity bills until the excess credit is extinguished. If there is any excess credit remaining when your Contract ends, we will pay you the equivalent amount.
- (b) If the Benefit under our Electricity Plan includes a pay by the due date discount, or any other discount or rebate off our Charges, you may not be entitled to that discount or rebate if your Premium Feed-In Tariff exceeds our Charges.

2.5 What if your Premium Feed-In Tariff credit is more or less than it should be?

If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error in accordance with the Energy Retail Code.

3. BILLING AND PAYMENTS

3.1 What do you have to pay?

In addition to the Charges set out in your Contract, you will need to pay any distributor-imposed charges. Upon your request we will inform you of the amount of any distributor-imposed charges before you enter into your PFIT Agreement.

3.2 Bill reviews

If you ask us to, we will review any credits applied to your account as required by the Energy Retail Code.

3.3 Your historical billing information

- (a) We will retain your Premium Feed-In Tariff payment information for at least two years regardless of whether you remain our Customer.
- (b) If you request any historical Premium Feed-In Tariff payment information, we will process your request in accordance with the Energy Retail Code.

4. ENDING YOUR PFIT AGREEMENT

- (a) If your Contract is ended by either you or us, your PFIT Agreement will automatically end at the same time.
- (b) We may end your PFIT Agreement:
 - (i) on the fifteenth anniversary of the scheme start date, as defined in the Electricity Act;
 - (ii) for more than one Qualifying Solar Energy Generation Facility at a Supply Address that is your principal place of residence;
 - (iii) if your aggregate annual consumption for Qualifying Solar Energy Generation Facilities at one or more Supply Addresses that are not your principal place of residence exceeds 100 megawatt hours per annum;

- (iv) if you vacate your Supply Address; or
 - (v) if you enter into a new electricity contract with either us or another retailer for the supply and sale of electricity to your Supply Address, in which case clause 4(d) will apply.
- (c) Subject to clause 4(d), you may end your PFIT Agreement without notice.
- (d) Termination of your PFIT Agreement will not become effective until the earlier of:
- (i) if you enter into a new Market Agreement and PFIT Agreement with us, the date the new agreements commence;
 - (ii) if you enter into a new electricity contract with another retailer for the supply and sale of electricity to your Supply Address, the date other retailer becomes responsible for offering to purchase the electricity you generate; or
 - (iii) if your Supply Address is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected.
- (e) If our Electricity Plan contains a Benefit Period:
- (i) between 20 and 40 Business Days before the Benefit End Date, we will notify you of the date that the Benefit Period is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - (ii) the PFIT Agreement will continue after the expiry date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the Electricity Act.

5. **FORCE MAJEURE**

If an event occurs which is outside the reasonable control of us or you, and either you or we breach your PFIT Agreement due to this event only, we will deal with the breach in accordance with the Energy Retail Code.

6. **COMPLAINTS**

We will handle any complaint by you in accordance with the relevant Australian Standard on complaints handling and proceed in the manner specified in the Energy Retail Code.

7. **NOTICES**

- (a) A notice, consent, document or other communication given by us under your PFIT Agreement will be given in a manner specified by the Energy Retail Code.
- (b) You must advise us as soon as possible of any relevant change to your contact details.

8. **ASSIGNMENT**

We may only assign your PFIT Agreement with your consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of our retail business.

9. **DEFINITIONS**

Benefit means any benefit set out in your Electricity Plan.

Benefit Period means the timeframe during which we may provide you with a Benefit, as specified in our Electricity Plan.

Billing Cycle means the regular recurrent period for which you receive a bill from us.

Business Day means a day other than a Saturday, a Sunday or a public holiday in Victoria.

Charges mean the tariffs and fees you are required to pay us for our supply of electricity to you.

Contract means your contract with us for the sale of electricity to you, under either a:

- (a) Market Agreement; or
- (b) Standing Offer.

Customer means the person named in our Electricity Plan or Schedule.

Electricity Act means the **Electricity Industry Act 2000**.

Electricity Plan means the document setting out the terms of our offer to sell you electricity, including the Benefit, Premium Feed-In Tariff, and other tariffs and charges.

Energy Laws means the Electricity Act, the Energy Retail Code, the **Electricity Industry Amendment (Premium Solar Feed-In Tariff) Act 2009**, and all other relevant regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity in Victoria.

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

Market Agreement means your contract with us for the sale of electricity to you, consisting of our Market Agreement Terms and Electricity Plan.

PFIT Agreement means the Premium Feed-In Tariff Scheme Agreement that is formed between you and us when we purchase electricity from you under these Terms.

Premium Feed-In Tariff has the meaning described in clause 2.1(a).

Qualifying Customer has the meaning described in clause 1.1(a).

Qualifying Solar Energy Generating Facility means a photovoltaic generating facility that:

- (a) has an installed or name-plate generating capacity of 5 kilowatts or less; and
- (b) is connected to a distribution system.

Responsible Person means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

Schedule means the schedule to these Terms.

Standing Offer means our offer to sell you electricity on terms and conditions that have been specified by law and prices as published on our website.

Supply Address means the premises to which we supply electricity, detailed in our Electricity Plan or Schedule.

Terms means these Premium Feed-In Tariff Scheme Terms.

SCHEDULE

If you believe that you are a Qualifying Customer for a Supply Address, please complete this page and return it to us at Tango Energy Pty Ltd. Level 11, 474 Flinders Street, Melbourne, Victoria 3000.

| | |
|--|---|
| Customer | [Full name] |
| ABN | [If your generation of electricity relates to a business enterprise carried on by, you must supply us with an ABN] |
| Supply Address and NMI (principal place of residence) | Supply Address: [Full address of principal place of residence] NMI: [Your National Meter Identifier is available on your electricity bill] |
| Supply Address and NMI for each property with a Qualifying Solar Energy Generation Facility (other than principal place of residence) | 1. Supply Address: NMI: 2. Supply Address: NMI: 3. Supply Address: NMI: |
| Contact details | Postal address: Mobile number: Email: |
| Additional Feed-In Tariff (if applicable) | Not applicable |
| Customer Signature | [You must sign here to consent to entering into your PFIT Agreement] |
| Date | |

Flora and Fauna Guarantee Act 1988
NOTICE OF THE PREPARATION OF THE
FLORA AND FAUNA GUARANTEE STRATEGY

In accordance with section 18(5) of the **Flora and Fauna Guarantee Act 1988**, notice is hereby given of the making of the Flora and Fauna Guarantee Strategy, also known as 'Protecting Victoria's Environment – Biodiversity 2037', dated 4 April 2017.

Electronic copies of the Strategy may be obtained at environment.vic.gov.au/biodiversityplan

Inquiries can be directed to the Department of Environment, Land, Water and Planning Customer Service Centre on 136 186.

ADAM FENNESSY
Secretary

Department of Environment, Land, Water and Planning

Flora and Fauna Guarantee Act 1988
NOTICE OF FINAL RECOMMENDATIONS OF THE
SCIENTIFIC ADVISORY COMMITTEE

Items supported for listing

In accordance with section 15 of the **Flora and Fauna Guarantee Act 1988** (the Act), the Scientific Advisory Committee (SAC) has made final recommendations to support the nomination of the following items for addition to the Threatened List.

Eligibility for listing is outlined in section 11 of the Act and criteria by which the eligibility for listing are determined are outlined in the Flora and Fauna Guarantee Regulations 2011.

| Item number | Scientific Name | Common Name | Criteria satisfied |
|-------------|---|-----------------|---------------------|
| 878 | <i>Bossiaea vombata</i> | Wombat Bossiaea | 1.1.2, 1.2.1, 1.2.2 |
| 879 | <i>Petauroides volans</i> subsp <i>volans</i> | Greater Glider | 1.1, 1.2, 1.2.2 |

Items 878 and 879 are eligible for addition to the Threatened List as they satisfy at least one of the criteria for listing.

NOTICE OF PRELIMINARY RECOMMENDATIONS OF THE
SCIENTIFIC ADVISORY COMMITTEE

Item not supported for listing

In accordance with section 14 of the Act, the Scientific Advisory Committee (SAC) has made a preliminary recommendation not to support the nomination of the following item for addition to the Processes List.

Eligibility for listing is outlined in section 11 of the Act and criteria by which the eligibility for listing is determined are outlined in the Flora and Fauna Guarantee Regulations 2011.

| Item number | Name of Potentially Threatening Process | Criteria satisfied |
|-------------|---|--------------------|
| 876 | Habitat clearance, toxic waste impacts and change to hydrology/chemistry as a result of iron ore mining processes | None |

Item 876 is not eligible for addition to the Processes List as the SAC believes the item does not satisfy any criteria for listing.

Public comment invited on the preliminary recommendations

The SAC welcomes comments on the preliminary recommendation. Public comments on the above preliminary recommendation may be made to the SAC until Friday 26 May 2017. Copies of the recommendation reports on the above items and details on how to make public comments to the SAC on the preliminary recommendations can be obtained through the Department of Environment, Land, Water and Planning website (www.delwp.vic.gov.au) or the Customer Service Centre (136 186).

Domestic Building Contracts Act 1995

I have approved the following forms pursuant to section 122 of the **Domestic Building Contracts Act 1995** (the Act):

1. 'Application for Domestic Building Dispute Resolution' under section 45(2)(a) of the Act.
2. 'Domestic Building Assessment Report' under section 48O(2) of the Act.

SIMON COHEN
Director
Consumer Affairs Victoria

1. APPLICATION FOR DOMESTIC BUILDING DISPUTE RESOLUTION**Application for domestic building dispute resolution****Dispute details**

All questions must be answered, unless marked "(optional)".

Address of building works

Must be an address in Victoria. Include lot number if applicable.

Street name and number

Suburb or town

Have you attempted to resolve this dispute?

This may be calls, emails or discussions in person about the dispute.

Yes

No

Has the other party responded to you about the dispute?

Yes

No

Was there a contract or agreement?

This can be a verbal contract.

Yes

No

In which year was the contract or agreement entered into? (optional)

YYYY

Do you have a copy of the contract or agreement?

Yes

No

What is the dispute about?

Choose all that apply.

Defective building work
Including substitute materials.

Incomplete building work
Including non-supply of
materials.

Delayed building work

Owner's failure to pay

Access to building site

Builder's failure to pay

Other

| |
|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |

Characters remaining: 10,000

If other, provide details

If the dispute is about defective, incomplete or delayed building work, what is the value of the work in dispute? (optional)

Leave blank if not applicable or you are unsure.

\$

If payment for work is in dispute, how much money is in dispute? (optional)

Leave blank if not applicable or you are unsure.

\$

Have you sought legal advice regarding your dispute?

Yes

No

Next

[Cancel](#)

To: Your contact
details

Application for domestic building dispute resolution

Your contact details

We may contact you by phone, email or post.

All questions must be answered, unless marked "(optional)".

Given name

[optional in regards to validation]

Family name

[optional in regards to validation]

Business/Company name
(optional)

**Australian Business Number
(ABN) or Australian
Company Number (ACN)**
(optional)

Builder registration number
(if applicable)

I agree to receive written communications and notices from DBDRV in electronic form, including by email, regarding my application for dispute resolution.

- Agree
- Disagree

Email address

Daytime phone number (optional)

- Mobile
- Landline

Number
If overseas number, include
country code, e.g. +86. For
landlines, include area code.

Postal address

Please provide your postal address as we may need to send important documents via mail

Is your postal address in Australia?

Yes

No

| | |
|------------------------|--|
| Country | <input type="text" value="Australia <autosuggest>"/> |
| Street name and number | <input type="text" value="<autosuggest>"/> |
| Suburb or town | <input type="text"/> |
| State | <input type="text" value="VIC"/> ▼ |
| Postcode | <input type="text"/> |

Do you require an interpreter? (optional)

Yes

No

Language (optional)

Next

Back

[Cancel](#)

To: Other party's details

To: Your contact details

Application for domestic building dispute resolution

Other party's details

All questions must be answered, unless marked "(optional)".

Please provide as much information as possible. We will notify you before we contact the other party.

Given name (optional)

Family name (optional)

Business/Company name
(optional)

**Australian Business Number
(ABN) or Australian
Company Number (ACN)**
(optional)

Registration number (if
applicable)

Email address

Daytime phone number (optional)

Mobile

Landline

Number

If overseas number, include
country code, e.g. +86. For
landlines, include area code.

Postal address (optional)

Is the other party's postal address in Australia?

| | |
|--|---------------------------|
| | <input type="radio"/> Yes |
| | <input type="radio"/> No |

| | |
|---------|--|
| Country | <input type="text" value="Australia <autosuggest>"/> |
|---------|--|

| | |
|------------------------|--|
| Street name and number | <input type="text" value="<autosuggest>"/> |
|------------------------|--|

| | |
|----------------|----------------------|
| Suburb or town | <input type="text"/> |
|----------------|----------------------|

| | |
|-------|------------------------------------|
| State | <input type="text" value="VIC"/> ▼ |
|-------|------------------------------------|

| | |
|----------|----------------------|
| Postcode | <input type="text"/> |
|----------|----------------------|

Application for domestic building dispute resolution

Further comments

All questions must be answered, unless marked "(optional)".

We now have enough information to commence assessment of your dispute.

A dispute resolution officer will be in contact within five business days to obtain more information about the dispute.

If you wish to notify us of any critical issues, deadlines or your preferred contact times please do so in the text box below.

Characters remaining: 2,000

Further comments (optional)

Next

To: Declaration

Back

To: Other party's details

Cancel

Application for domestic building dispute resolution

Declaration

All questions must be answered, unless marked "(optional)".

By submitting this form, I acknowledge that I have signed this application for domestic building dispute resolution.

Legally, you are required to sign your application. As this is an online application form, you can sign it by selecting Agree.

- Agree
- Disagree



Agreement is required for an application to be submitted to DBDRV.

Next

To: Review and submit

Back

To: Further
comments

[Cancel](#)

Application for domestic building dispute resolution

Review and submit

<displays lodged answers and edit buttons>

Apply now

Back

Cancel

To: Declaration

✓ Success!

Your application has been received. If you provided an email address, a copy will be sent to <complainant's email address>.

The reference number for your application is <XJHW2739>

We will review your application and contact you within five working days.

What next?

To find out what happens next, view the [Dispute resolution process page](#).

We'd like your feedback

Overall, completing this form was...(optional)

Very difficult

Very easy

Characters remaining: 2000

Comments (optional)

How did you find out about DBDRV? (optional)

<blank> ▼

- Referred from Building Information Line
- Family/friends
- Referred from local council
- Referred from another government organisation
- Internet search
- Don't know/can't remember
- Other

If other, please describe how you found out about DBDRV

Send feedback

2. DOMESTIC BUILDING ASSESSMENT REPORT

Domestic building assessment report

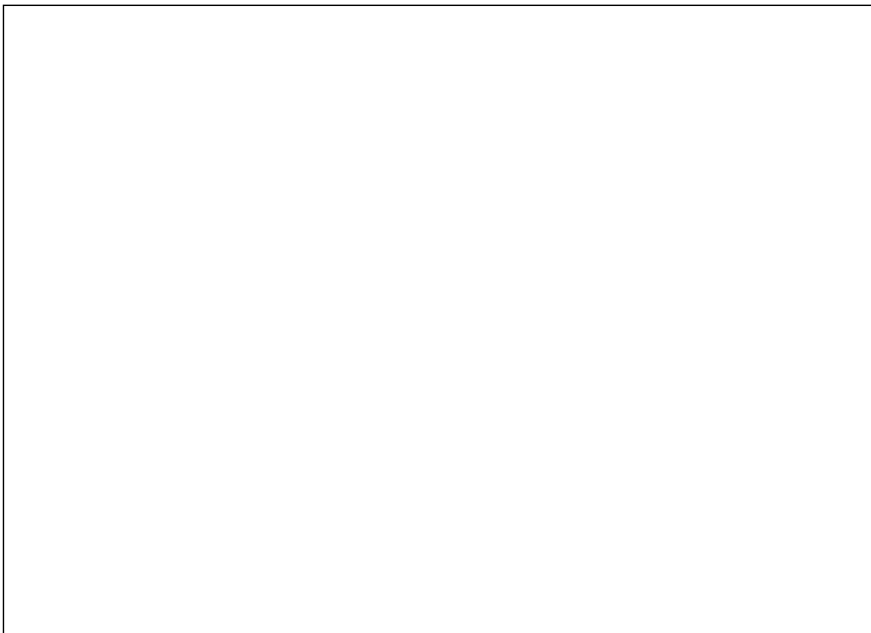
Domestic Building Contracts Act 1995

Dispute reference number

Date of report

Site address

Site photo



Details of Party A

| | |
|---------------|-------------|
| Name/s | Role |
|---------------|-------------|

| | |
|-----------------------|-------------------------|
| Contact person | Telephone number |
|-----------------------|-------------------------|

| |
|----------------|
| Address |
|----------------|

Details of Party B

| | |
|---------------|-------------|
| Name/s | Role |
|---------------|-------------|

| | |
|-----------------------|-------------------------|
| Contact person | Telephone Number |
|-----------------------|-------------------------|

| |
|----------------|
| Address |
|----------------|

Domestic building details

| | |
|--------------------------|----------------------|
| Class of Building | Dwelling type |
|--------------------------|----------------------|

Contract details

Domestic building contract

Building permit

Occupancy permit

Builder Details

Building surveyor details

Assessment details**Name of assessor****Assessor's qualifications**

Please see Annexure 1 to this Report.

Date of direction to assessor**Type of Assessment****Weather conditions****Date of assessment****Start time****Finish time****Name of attendee at assessment****Role****Name of attendee at assessment****Role****Assessment of adjoining property (if any)****Address of adjoining property****Name/s of owner/s of adjoining property/ies****Consent of owner/s of adjoining property/ies**

Introduction

This dispute relates to the domestic building work at <<insert site address>>.

Under section <<section 48B or 48C >> of the *Domestic Building Contracts Act 1995*, a request has been made to me by <<Party A/Party B>> to act as an assessor.

This report contains decisions about whether the building work of the builder is <<defective/incomplete/defective and incomplete>>.

Unless otherwise stated, the applicable version of a building regulation, code or standard referred to in this report is the one that was current at the date of the building permit. If there is no building permit, the applicable version will be the date of the contract.

Where contract details are not available, the assessment will be based on the building regulations in force at the time the work was carried out and good building practice.

Items assessed

Item one:

<<Image of item>>

Rule

Reasons and observations

Is the work defective or incomplete?

Compliant with Building Act and/or Building Regulations?

Recommended action (if any)

Item two:

<<Image of item>>

Rule

Reasons and observations

Is the work defective or incomplete?

Compliant with Building Act and/or Building Regulations?

Recommended action (if any)

Estimated time to complete the works

| Lead time | Time allowed to complete/rectify works |
|-----------|--|
|-----------|--|

Lead time refers to the time which may be required to procure labour and materials, obtain approvals and arrange access.

Where required by the relevant legislation, the rectification work shall be carried out by a licensed person or registered building practitioner.

Supplementary remarks

Admissibility

This report is admissible in the Victorian Civil and Administrative Tribunal (VCAT).

Declarations

To the best of my knowledge and belief, there are no actual, potential or perceived conflicts of interest between me and the individuals involved in the domestic building dispute. I also confirm that I have had no past or present, personal or professional, involvement or interest(s) in the domestic building work or the site the subject matter of the dispute.

I declare that I have made all the enquiries that I believe are desirable and appropriate and that no matters of significance that I regard as relevant have, to my knowledge, been withheld.

Signed

Date

Annexure 1

Assessor's qualifications

Annexure 2

List of relevant documents

| Item | Description | Source | Date |
|-----------------|-------------|--------|------|
| DBDRV documents | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| Party documents | | | |
| 6. | | | |
| 7. | | | |

dbdrv.vic.gov.au



Annexure 3

List of items for assessment

| Item | Description |
|------|-------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |

Gas Industry Act 2001

NOTIFICATION OF VARIATION OF LICENCES TO DISTRIBUTE GAS

The Essential Services Commission (the Commission) gives notice under section 39 of the **Gas Industry Act 2001** (GIA) that the Commission has varied gas distribution licences authorising the gas distribution activities of Multinet Gas Distribution Partnership ACN 634 214 009, Envestra Limited ACN 078 551 685 (now Australian Gas Networks Limited ACN 078 551 685), and Brookfield Regional Networks (Victoria) ACN 163 231 696 (now Enwave Victorian Networks Pty Ltd (ACN 163 231 696)). The variations were granted under section 38(1)(b) of the GIA and effected changes to licensee names and authorised distribution zones as summarised in Schedule 3 of each relevant licence.

Copies of the varied licences are available on the Commission's website (at www.esc.vic.gov.au) or can be obtained by calling the Commission on (03) 9032 1300.

RON BEN-DAVID
Chairperson

Gas Industry Act 2001

NOTICE OF VARIATION OF GAS RETAIL LICENCE

The Essential Services Commission issued a gas retail licence (GR01/2014) to Click Energy Pty Ltd (ABN 41 116 567 492) on 10 December 2014.

The licence is varied by agreement between the Essential Services Commission and Click Energy Pty Ltd in accordance with section 38(1)(b) of the **Gas Industry Act 2001** to amend references to sections of the **Gas Industry Act 2001**. The variation is effective from 5 April 2017.

DR RON BEN DAVID
Chairperson

Gas Industry Act 2001

NOTICE OF VARIATION OF GAS RETAIL LICENCE

The Essential Services Commission issued a gas retail licence (GR01/2015) to CovaU Pty Ltd (ACN 090 117 730) on 25 February 2015.

The licence is varied by agreement between the Essential Services Commission and CovaU Pty Ltd in accordance with section 38(1)(b) of the **Gas Industry Act 2001** to amend references to sections of the **Gas Industry Act 2001**. The variation is effective from 5 April 2017.

DR RON BEN DAVID
Chairperson

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

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

Localities:

| Change Request Number | Naming Authority | Affected Localities | Location |
|------------------------------|-------------------------|----------------------------|---|
| 97440 | Bass Coast Shire | Glen Alvie and Ryanston | The existing suburb of Glen Alvie will be increased. The western boundary from the rear of 1047 Glen Alvie Road will align with the parcel boundary extending west before turning south and then west to the eastern boundary of 1905 Loch–Wonthaggi Road, then heading south until 210 Payne Road. The boundary will align with the northern boundary of 210 Payne Road before continuing south along Payne Road. All other boundaries remain unchanged. |

Road Naming:

| Change Request Number | Road Name | Locality | Naming Authority and Location |
|------------------------------|-------------------|-----------------|--|
| 99653 | Bullock Lane | Great Western | Northern Grampians Shire Council The road traverses north-west from Paxton Street ending at Locke Street. |
| 97442 | Younghusband Lane | Kensington | Melbourne City Council The road traverses north-east from Childers Street ending at Bellair Street. |
| 99307 | Jimmy Wong Lane | Footscray | Maribyrnong City Council A laneway running north and then east from Paisley Street. |

Office of Geographic Names

Land Use Victoria
570 Bourke Street
Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

Local Government Act 1989
SCHEDULE 11 CLAUSE 4
 Designation of Tow Away Areas
 2017 World Superbike Championship
 2017 Supercars Championship
 2017 Australian Motorcycle Grand Prix

Clause 4 Schedule 11 to the **Local Government Act 1989** provide Councils with the power to tow away and impound vehicles which are causing an unlawful obstruction or are unlawfully parked or left standing in an area designated by the Minister, and to charge the owner of the vehicle a fee up to the amount of the fee set for the purposes of clause 3(1)(c).

For the purpose of these provisions, I, Hon. Luke Donnellan, Minister for Roads and Road Safety, designate the areas contained in the reservations of the roads listed in the following as tow away areas.

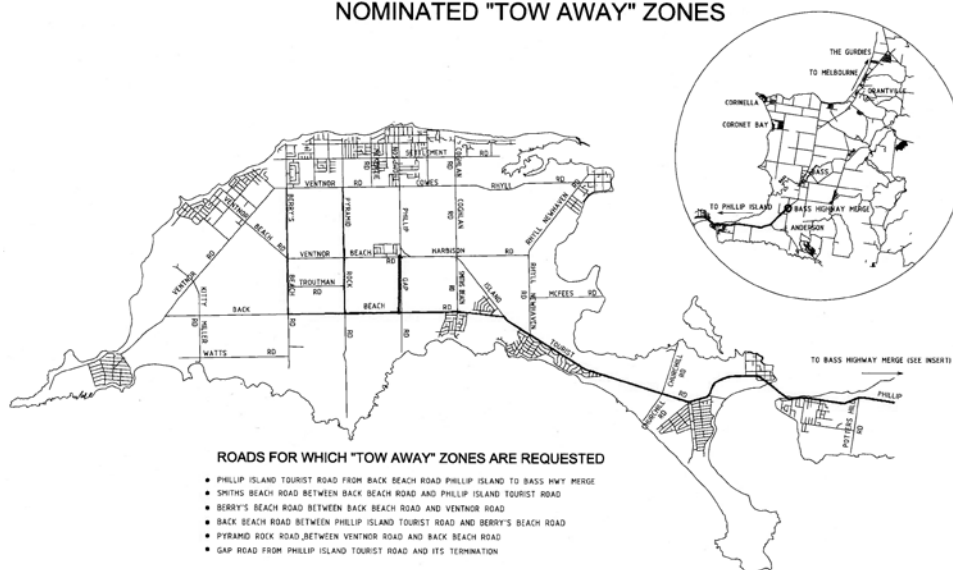
THE SCHEDULE

A list of all the roads, streets and lanes included in this designation of tow away areas within the Shire of Bass Coast is detailed below.

- Phillip Island Tourist Road from Back Beach Road, Phillip Island to Bass Highway Merge;
- Smiths Beach Road between Back Beach Road and Phillip Island Tourist Road;
- Berry's Beach Road between Back Beach Road and Ventnor Road;
- Back Beach Road between Phillip Island Tourist Road and Berry's Beach Road;
- Pyramid Rock Road between Ventnor Road and Back Beach Road; and
- Gap Road from Phillip Island Road and its termination.

The tow away areas listed above are to operate from 12.01 am on Friday 24 February 2017 to 11.59 pm on Sunday 26 February 2017; 12.01 am on Friday 21 April 2017 to 11.59 pm on Sunday 23 April 2017; and 12.01 am on Friday 20 October 2017 to 11.59 pm on Sunday 22 October 2017, 24 hours per day on both sides of every street, road and lane.

APPENDIX A
NOMINATED "TOW AWAY" ZONES



Dated 23 January 2017

HON. LUKE DONNELLAN MP
 Minister For Roads and Road Safety

Marine Safety Act 2010

NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

I, David Jackson, Manager Recreation and Land Strategy of Goulburn–Murray Water, the Waterway Manager for Lake Eppalock, hereby give notice under section 208(2) of the **Marine Safety Act 2010**, that all persons and vessels not involved in the Lake Eppalock Gold Cup event for the Victorian Speed Boat Club are prohibited from entering and remaining in the waters of Lake Eppalock adjacent to the Victorian Speed Boat Club in the Derrinal Pool as marked by 5 buoys.

The exclusion zone takes effect from 7.00 am to 5.15 pm on Saturday 22 April 2017. In the event of postponement, the same times will be applicable on Sunday 23 April 2017.

Dated 18 April 2017

David Jackson
Manager Recreation and Land Strategy
Goulburn–Murray Water

Marine Safety Act 2010

NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

In accordance with section 208(2) of the **Marine Safety Act 2010**, Gannawarra Shire Council hereby gives notice that all persons and vessels not registered to take part in the Victorian Outboard Club Archer Eade Memorial event are prohibited from entering or remaining in the waters of Lake Charm between 6.00 am to 6.00 pm on Saturday 27 May 2017.

Gannawarra Shire Council has determined that this activity exclusion zone is a necessary measure to ensure the proposed activity can occur in the safest possible manner.

Dated Thursday, 20 April 2017

BY ORDER OF GANNAWARRA SHIRE COUNCIL

Occupational Health and Safety Act 2004

OCCUPATIONAL HEALTH AND SAFETY REGULATIONS 2007

Notice of Grant of Major Hazard Facility Licence

On 17 February 2017 a Licence to operate a Major Hazard Facility was granted in accordance with regulation 6.1.3 of the Occupational Health and Safety Regulations 2007 (the Regulations) to Elgas Limited in respect of the facility registered under Part 6.2 of the Regulations, located at 61 Radnor Drive, Deer Park, Victoria 3023. The licence is effective from 22 February 2017 and expires on 21 February 2020.

The following conditions are attached to the licence:

1. On or before 21 May 2017, Elgas Limited must have revised the Safety Case provided with its licence application dated 24 February 2016 for a major hazard facility licence, and must have provided a copy of the revised Safety Case to WorkSafe Victoria. The revised Safety Case must include all additional information supplied to WorkSafe Victoria during the licence assessment period in 2016 and 2017, and any changes to existing information necessitated by the inclusion of this additional information.
2. On or before 4 July 2017, Elgas Limited must have relocated the cylinder LPG recovery operations from their present location at the Deer Park Depot to the cylinder filling area, as described in the email from Elgas Limited's MHF Coordinator to WorkSafe Victoria's assessment team, dated 15 December 2016.
3. On or before 31 March 2017, Elgas Limited must have developed a set of Pre-Incident Plans to address the emergency scenarios identified in its Safety Case in conjunction with the Metropolitan Fire and Emergency Services Board (MFB).

4. On or before 30 September 2017, Elgas Limited must have upgraded its fire protection facilities to be capable of delivering the firewater which was determined as necessary by the Pre-Incident Planning process.
5. On or before 31 December 2017 and then on or before 31 December of 2018, Elgas Limited must demonstrate by written report provided to WorkSafe Victoria that:
 - a) the results of its performance monitoring and auditing verify the effectiveness of all aspects of the Safety Management System and all risk control measures adopted at the Deer Park Depot; and
 - b) as part of performance monitoring, actions have been taken to continually improve all aspects of the Safety Management System and to address any failure of risk control measures identified during performance monitoring.

CLARE AMIES
Chief Executive
Delegate of the Victorian WorkCover Authority

STATE OF VICTORIA

Offshore Petroleum and Greenhouse Gas Storage Act 2010

NOTICE OF GRANT FOR A PIPELINE LICENCE

A Pipeline Licence numbered VIC/PL006401(V) has been granted to Santos (NT) Pty Ltd (ACN 008 481 990) of Ground Floor, Santos Centre, 60 Flinders Street, Adelaide, South Australia 5000, and Cooper Energy (PBG) Pty Ltd (ACN 149 682 628), Level 10, 60 Waymouth Street, Adelaide, South Australia 5000.

DESCRIPTION OF PIPELINE

The pipeline licence is sought to enable the construction and operation of a pipeline between a Horizontally Directionally Drilled (HDD) tail located at approximately 5 814 139 N and 626 531 E and the Coastline located at approximately 5 815 097 N and 626 506 E. The length of the pipeline is approximately 958 metres.

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2010** in the State of Victoria.

Dated 7 March 2017

ROSS MCGOWAN
Executive Director
Earth Resources Regulation
Delegate of the Minister for Resources

Pipelines Act 2005

SECTION 67

Minor Alteration to Authorised Route

| | |
|--|---|
| PIPELINE LICENCE NUMBER | PL188 |
| NAME(S) OF LICENSEE(S) | AusNet Services (Gas) Pty Ltd |
| ADDRESS(ES) OF LICENSEE(S) | Level 31, 2 Southbank Boulevard, Southbank, Victoria 3006 |
| DESCRIPTION OF EXISTING AUTHORISED ROUTE | The route of the pipeline commences at the Ballarat City Gate located on Clarks Road, Ballarat, traversing in a westerly direction into the township of Ballarat and terminating at Eastwood Street, Ballarat, on the west side of Anderson Street, Ballarat. |

| | |
|------------|---|
| ALTERATION | <ol style="list-style-type: none"> 1. The authorised route of the pipeline is altered for the isolation and abandonment of the DN80 TP service downstream of DN50 Branch Valve T39-BV03 and the removal of the metering unit and all associated above-ground gas assets. 2. The authorised route of the pipeline is delineated by the red line on Drawing Number T422-1-1 Rev C and replaces all existing drawings. |
|------------|---|

CONDITIONS:

As from today the conditions of Pipeline Licence PL188 are revoked and replaced with the following conditions:

1. The pipeline shall have the following features:
 - (i) Maximum Allowable Operating Pressure: 1,900 kPa
 - (ii) Contents: Gaseous hydrocarbons
 - (iii) Nominal diameter: 200 mm
 - (iv) Overall length: 7.1 km

Dated 11 April 2017

DON HOUGH
Director, Pipeline Regulation
Delegate of the Minister for Energy, Environment and Climate Change

State Superannuation Act 1988
DECLARATION OF OFFICERS

I, Robin Scott MP, in my capacity as Minister for Finance for the State of Victoria, by this instrument declare:

- a) under paragraph (c)(iii) of the definition of ‘officer’ in section 3 of the **State Superannuation Act 1988** (the Act), Development Victoria, in respect of the persons mentioned in b) below, as a body to which this sub-paragraph applies; and
- b) under paragraph (c) of the definition of ‘officer’ under section 3(1) of the Act, Mark Ronald Turnbull (Member Number 31279410) and Delia Mary Taylor (Member Number 37827110) as persons to whom the Act applies whilst employed by Development Victoria.

Dated 12 April 2017

Robin Scott MP
Minister for Finance
Minister for Multicultural Affairs

Subordinate Legislation Act 1994

NOTICE OF DECISION

(Section 12)

Occupational Health and Safety Regulations 2017

Equipment (Public Safety) Regulations 2017

I, Robin Scott MP, Minister for Finance and Minister responsible for administering the **Occupational Health and Safety Act 2004**, the **Dangerous Goods Act 1985** and the **Equipment (Public Safety) Act 1994**, give notice under section 12 of the **Subordinate Legislation Act 1994** of my decision to make the proposed Occupational Health and Safety Regulations 2017 (OHS Regulations) and the proposed Equipment (Public Safety) Regulations 2017 (EPS Regulations).

For the most part, the proposed OHS Regulations and the EPS Regulations replicate what is currently in the Occupational Health and Safety Regulations 2007 and the Equipment (Public Safety) Regulations 2007. A Regulatory Impact Statement (RIS) was prepared in relation to the proposed OHS Regulations and EPS Regulations. The RIS and proposed Regulations were made available for public comment from 18 July 2016 until 9 September 2016. Notice of the public comment period was published in the Government Gazette on 14 July 2016 and advertised in several urban and rural daily newspapers on 18 July 2016. 61 submissions were received.

After considering the submissions received and additional information provided by WorkSafe Victoria, I have decided that the proposed OHS Regulations should be made with some amendments from the public comment versions, including –

- **Part 3.2 (Noise)** – The current requirements for employers to consider certain specified matters when selecting hearing protectors for their employees, as well as to prepare a written risk control plan if implementation of higher order risk controls is delayed by 6 months, will be retained;
- **Part 3.3 (Prevention of falls)** – It will be clarified that only recreational abseiling, not work-related abseiling such as some forms of window cleaning, will be exempted from this Part. Also, consistent with other Parts, it will be clarified that the focus is on risks associated with a fall. Finally, the example for travel restraint system will be amended to remove a reference to a system that uses a belt, which is no longer recommended practice;
- **Part 3.5 (Plant)** – Inspection and maintenance record-keeping duties will be expanded to include chairlifts because they have a similar risk profile to other items of plant with such requirements, and chairlifts will also be covered by the incident notification provisions. The control of risk provision will be amended, consistent with similar provisions in other Parts, to say that if risks associated with plant still remain after employers or self-employed persons have used the specified methods to eliminate or reduce those risks they must provide appropriate personal protective equipment to persons at risk. In addition, the definition of *abseiling equipment* will be replaced by *rope access equipment*, but the meaning will not change;
- **Part 4.1 (Hazardous substances)** – The definition of *container* will no longer exclude bulk containers of dangerous goods (that is, containers with a capacity exceeding 500 litres or kilograms). In addition, consistent with the other Australian jurisdictions, certain substances will be exempted from the obligation to use the Globally Harmonized System of Classification and Labelling of Chemicals (GHS)-compliant labels, including:
 - poisons at a workplace with their original labels that are only used in a quantity and in a way consistent with household use;
 - prescription-only veterinary medicines that are packaged and supplied in a form intended for direct administration therapeutically to animals;
 - containers with information that is substantially the same as the information required by the GHS;
- It will be clarified that duty holders are permitted to use the Third, Fourth or Fifth revised edition of the GHS (but not a combination of these editions) and this permission will no longer expire at the end of 2018. This ensures the greatest flexibility for duty holders;
- **Part 4.4 (Asbestos)** – The proposal to allow duty holders to assume that structures constructed after 2003 do not contain asbestos will be removed. The existing requirement to identify and make and note asbestos registers is the appropriate response to the risk of asbestos in new and recent structures, particularly in light of recent incidents of asbestos-containing building materials being imported illegally into Victoria. In addition, the current requirement for asbestos removalists to notify WorkSafe Victoria of changes to the training or experience of persons undertaking asbestos removal work will be retained. Finally, following discussions with the EPA, the definition of *asbestos-related activities* will now

include working at premises licensed/authorised by the EPA to accept asbestos waste, and the types of those premises have been expanded in relation to the disposal duties under this Part of the Regulations.

After considering the submissions received and additional information provided by WorkSafe Victoria, I have decided that the proposed EPS Regulations should be made with minor consequential amendments arising from the changes made to Part 3.5 (Plant) of the proposed OHS Regulations to ensure consistency.

Dated 12 April 2017

ROBIN SCOTT MP
Minister for Finance

Subordinate Legislation Act 1994

NOTICE OF PREPARATION OF REGULATORY IMPACT STATEMENT

Agricultural and Veterinary Chemicals (Control of Use) Regulations 2017

I, Jaala Pulford, Minister for Agriculture and Minister responsible for administering the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** (the Act), give notice in accordance with section 11 of the **Subordinate Legislation Act 1994**, that a Regulatory Impact Statement (RIS) has been prepared for the proposed Agricultural and Veterinary Chemicals (Control of Use) Regulations 2017 (proposed Regulations).

The proposed Regulations, in association with the Act and the National Registration Scheme for Agricultural and Veterinary Chemicals, aim to contribute to the reduction of potential harms associated with the use of agricultural and veterinary chemicals.

The objectives of the proposed Regulations are to prescribe various matters authorised by the Act. These matters include records of chemical use, labels accompanying certain veterinary chemical products, notification requirements for certain agricultural spraying, equipment for aerial spraying, chemical products to be used in accordance with a permit or label and prohibiting the possession of certain agricultural chemical products.

The RIS discusses possible options to the proposed Regulations, and concludes that the proposed Regulations are the best means of achieving the objective of reducing the potential harms associated with the use of agricultural and veterinary chemicals.

Public comments and submissions are invited on the RIS and proposed Regulations.

Copies of the RIS and the proposed Regulations may be obtained on the Engage Victoria website at <https://engage.vic.gov.au/AGVET2017>; and by phoning the Agriculture Victoria Customer Service Centre on 136 186 (between 8 am and 6 pm).

Public comments and submissions can be made in writing online at <https://engage.vic.gov.au/AGVET2017>; and by post to Agvet Chemical Regulations 2017, Agriculture Victoria, Department of Economic Development, Jobs, Transport and Resources, 475 Mickleham Road, Attwood, Victoria 3049.

Submissions close 5pm Friday 19 May 2017. Submissions will be treated as public documents and published on the Engage Victoria website unless marked as confidential.

Planning and Environment Act 1987

BAYSIDE PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C113

The Minister for Planning has refused to approve Amendment C113 to the Bayside Planning Scheme.

The Amendment C113 proposed to introduce mandatory height controls to the Sandringham Village Major Activity Centre.

The Amendment C113 lapsed 10 March 2017.

ALISON GLYNN
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

BAYSIDE PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C114

The Minister for Planning has refused to approve Amendment C114 to the Bayside Planning Scheme.

The Amendment C114 proposed to introduce mandatory heights controls to the Bay Street Major Activity Centre.

The Amendment C114 lapsed on 10 March 2017.

ALISON GLYNN
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

BAYSIDE PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C115

The Minister for Planning has refused to approve Amendment C115 to the Bayside Planning Scheme.

The Amendment C115 proposed to introduce mandatory height controls to the Church Street Major Activity Centre.

The Amendment C115 lapsed on 10 March 2017.

ALISON GLYNN
Director
State Planning Services
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

KINGSTON PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C148

The Kingston City Council has resolved to abandon Amendment C148 to the Kingston Planning Scheme.

The Amendment C148 proposed to insert a new Incorporated Document titled 'Mentone Hotel Redevelopment 95–97 Beach Road, Mentone' to allow for development of the site for 68 dwellings associated car parking and food and drinks premises.

The Amendment C148 lapsed on 27 March 2017.

ALISON GLYNN
Director
State Planning Services
Department of Environment, Land, Water and Planning

LATE NOTICES**MITCHELL SHIRE COUNCIL****ROAD MANAGEMENT PLAN REVIEW**

In accordance with section 54 of the **Road Management Act 2004** and the Road Management (General) Regulations 2016, notice is hereby given that Mitchell Shire Council has undertaken a review of its Road Management Plan and has adopted proposed amendments. The proposed amendments have been incorporated into the draft Road Management Plan.

A copy of Council's draft Road Management Plan may be inspected at Council's Customer and Library Service Centres in Broadford, Kilmore, Seymour and Wallan during business hours or at www.engagingmitchellshire.com

Council is seeking formal written submissions on the draft plan in accordance with Section 223 of the Local Government Act.

Submissions must be received at Mitchell Shire Council, 113 High Street, Broadford, Victoria 3658 by 5 pm, Tuesday 16 May 2017. All written submissions lodged with Council will become public documents available for inspection by the public in accordance with the Act.

Submissions will be considered at a Hearings Committee meeting of Council to be held on Monday 5 June 2017 at 7 pm in the Council Chamber, Mitchell Shire Council, 113 High Street, Broadford, Victoria 3658. Council will then consider the plan for adoption at its Council Meeting on 19 June 2017.

Submissions can be made via the engagement portal www.engagingmitchellshire.com or mailed to Mitchell Shire Council, 113 High Street, Broadford, Victoria 3658.

DAVID TURNBULL
Chief Executive Officer

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