



Victoria Government Gazette

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GENERAL

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As from 14 June 2018

The last Special Gazette was No. 275 dated 13 June 2018.

The last Periodical Gazette was No. 1 dated 16 May 2018.

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
-

PLEASE NOTE

As of 1 July 2018, new fees apply to the Victoria Government Gazette concerning the publication of notices, subscription options and purchase of copies.

Details are in the table below:

DESCRIPTION	Rate as from 1 July 2018 (includes GST)
General Gazette – Private Notices (Pre-paid)	
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Per page	\$84.70
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Per column centimetre	\$6.00
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Per page	\$143.99
Per half page	\$76.67
Special Gazette – Colour	
1st printed page	\$373.99
Each subsequent page following	\$168.99
Proofs of Notice – to be approved prior to publication	
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General and Special Gazettes	\$200.00
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Our Contact Details

All correspondence to:

Victoria Government Gazette,
Ground Floor, Building 8, 658 Church Street, Richmond 3121
or DX 106 Melbourne

Phone: 03 8523 4601

Fax: 03 9600 0478

Email: gazette@bluestargroup.com.au

Website: www.gazette.vic.gov.au

PRIVATE ADVERTISEMENTS

Estate STEVEN KOUTSANTONIS, also known as Steve Kouts.

Creditors, next-of-kin and others having claims against the estate of STEVEN KOUTSANTONIS, also known as Steve Kouts, late of 8 Zita Street, Mulgrave, Victoria, who died on 9 September 2017, are required by the administrator, Penelope Koutsantonis, to send particulars of their claim to AP Taxation, Suite 5, 242 Hawthorn Road, Caulfield, Victoria 3162, by Tuesday 14 August 2018, after which date the said administrator will distribute the assets, having regard only to the claims of which she then has notice. Letters of Administration were granted on 30 November 2017.

AP TAXATION,
Suite 5, 242 Hawthorn Road, Caulfield,
Victoria 3162.

Re: Estate of ANTHONY PETER ROBINSON, late of Unit 19, 152 Underwood Road, Ferntree Gully, Victoria, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 18 January 2018, are required by the administrator, Damian Patrick Robinson, to send particulars of their claims to the administrator, care of the undermentioned legal practitioners, by a date not later than two months from the date of publication of this notice, after which date the administrator may convey or distribute the assets, having regard only to the claims of which he then has notice.

BRENDAN HOLLAND & MICHAEL CAHIR,
legal practitioners,
130 Balcombe Road, Mentone 3194.

Re: WILLIAM GEORGE OWEN, late of 232B Boundary Road, Pascoe Vale, Victoria, electrical fitter, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 February 2018, are required by the trustee, Janine Frances Hodge, to send particulars to the trustee, care of the undermentioned solicitors, within 60 days from the 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.

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

Re: VALDA ESTHER GOLDBLOOM, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of VALDA ESTHER GOLDBLOOM, late of Eva Tilley Memorial Home, 1110 Burke Road, North Balwyn, Victoria, and formerly of Unit 3, 18 Weir Street, Balwyn, Victoria, retired, deceased, who died on 5 April 2018, are required by the executor to send particulars of their claim to her, care of the undermentioned solicitors, by 1 December 2018, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which she then shall have notice.

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

Re: ELSA LORRAINE MILLS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of ELSA LORRAINE MILLS, late of 42 School Road, Trafalgar, Victoria, and formerly of 49 School Road, Trafalgar, Victoria, retired deceased, who died on 21 February 2018, are required by the executor to send particulars of their claim to her, care of the undermentioned solicitors, by 30 November 2018, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which she then shall have notice.

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

Re: SIMONE ARLETTE SKEWES, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of SIMONE ARLETTE SKEWES, late of 131 Broughton Road, Surrey Hills, Victoria, retired, deceased, who died on 14 February 2018, are required by the executor to send particulars of their claim to him, care of the undermentioned solicitors, by 1 December 2018, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which he then shall have notice.

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

LEXFORD LEWIS IRVIN, late of 14 Arndt Road, Pascoe Vale, Victoria, farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the Will of the abovenamed deceased, who died on 7 January 2018, are required by the executor, Debbie Leanne Cuffe, care of Ford Legal, Unit 6, 15 Nathan Drive, Campbellfield, Victoria, to send particulars of their claims to her by 14 August 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

Dated 14 June 2018

Re: ANTHONY ROY KIERNAN-WALKER, also known as Anthony Roy Walker, late of 21 Hoddle Street, Yarra Junction, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 March 2018, are required by the trustee, Jennifer Ann Walker, to send particulars to her, care of the undersigned, by 12 August 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

G. A. BLACK & CO., solicitors,
222 Maroondah Highway, Healesville 3777.

Re: DESLYS JENNIFER LEYTON McCARTHY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 January 2018, are required by the trustees, Brendan Miceal McCarthy and Sean Francis McCarthy, care of Henderson & Ball, lawyers, 1/5 Wellington Street, Kew, to send particulars to the trustees by 15 August 2018, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

HENDERSON & BALL,
1/5 Wellington Street, Kew 3101.

Re: Estate of GEOFFREY WILLIAM HIBBINS.

Creditors, next-of-kin and others having claims against the estate of GEOFFREY WILLIAM HIBBINS, late of 20 Normanby

Street, Brighton, Victoria, produce merchant, deceased, who died on 10 March 2018, are requested to send particulars of their claims to the executor, care of the undermentioned lawyers, by 16 August 2018, 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: LENARD GEORGE HARRIS, late of Benetas@Corowa Court, 752 The Esplanade, Mornington, Victoria, retired public servant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 January 2018, are required by the trustees, Barry Kenneth Forryan and Joan Lesley Forryan, to send particulars to the undermentioned solicitors by 8 August 2018, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

HUNT, McCULLOUGH, KOLLIAS & CO.,
solicitors,
207 Main Street, Mornington 3931.

MONICA GRACE VINECOMBE, late of 955 Mount Alexander Road, Essendon, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 26 December 2017, are required by Jacinta Louise Duncan and Margaret Mary Clark, the executors of the Will of the deceased, to send particulars of their claims to them, care of the undermentioned address, by 16 August 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

J. A. MIDDLEMIS, barrister and solicitor,
30 Myers Street, Bendigo, Victoria 3550.

TIMOTHY SCOTT CATFORD, late of 8 Brewster Street, Essendon, in the State of Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died at Parkville on 7 August 2017, are required by Angela Passmore Gibson, the administrator of the estate of the said named deceased, to send particulars of their claims to her, care to McNab McNab & Starke, 21 Keilor Road, Essendon, Victoria 3040, by 13 August 2018, after which date they may convey or distribute the assets of the estate, having regard only to the claims of which they then has notice.

JOYCE ELIZABETH BRUCE, late of 501 Drysburgh Street, North Melbourne, Victoria, speech pathologist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 July 2017, are required by the executor, Rod Page, care of M Landau Legal, Level 24, 570 Bourke Street, Melbourne, Victoria, to send particulars to him within two months of the date of this publication, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

M LANDAU LEGAL,
Level 24, 570 Bourke Street, Melbourne,
Victoria 3000.

Re: YVONNE JOYCE JAMES, late of 38 Heron Court, Ringwood North, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 February 2018, are required by the trustee, Catherine Margaret James, to send particulars to the trustee, care of the undermentioned solicitors, by 17 August 2018, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

MAHONS with Yuncken & Yuncken, solicitors,
101/177 Surrey Road, Blackburn 3130.
CD:HP:2180310.

Re: Estate of EDDA MORO, late of 87 Hammond Road, Dandenong, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 March 2018, are required by the trustees to send particulars to the trustees, care of

the undermentioned solicitors, by 14 September 2018, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

MAHONS with Yuncken & Yuncken, solicitors,
177 Surrey Road, Blackburn 3130.
SM:CH2180591.

DARYL GRAEME MAYBOURNE, late of Kingston Gardens, 201 Clarke Road, Springvale South, Victoria 3172, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 11 November 2017, are required by the executor, Elise Carol Forsyth-Harrison, care of Prior Law Barristers, solicitors and notary public, 701 Centre Road, Bentleigh East, Victoria 3165, to send particulars of their claims to her by 17 August 2018, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which it then has notice. Probate was granted in Victoria on 16 March 2018.

Dated 4 June 2018

PRIOR LAW, barristers, solicitors and
notary public,
701 Centre Road, Bentleigh East, Victoria 3165.
RCP:180474. Contact Rosemary Clare Prior.

MICHAEL JOHN YEOMANS, late of 19 Edgewater Drive, Clifton Springs, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 3 January 2018, are required by the trustee, Christopher John Yeomans, to send particulars of their claims to the trustee, in the care of the undermentioned legal practitioner, within 60 days from the date of publication of this notice, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

RALPH JAMES SMITH, solicitor,
6 The Centreway, Lara, Victoria 3212.

Re: IRENE JOYCE FISH, also known as Irene Josephine Fish, late of Opal Aged Care, 170 Raglan Parade, Warrnambool, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 October 2017, are required by the executor and trustee, David Joseph Fish, to send particulars to him, care of the undermentioned solicitors, by 16 August 2018, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

TAITS LEGAL,
121 Kepler Street, Warrnambool 3280.

MONICA FRANCES BERGIN, late of 33 Cummings Street, Wodonga, Victoria 3690, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 26 October 2017, are required by the executor, Robert John Bergin, care of 566 Kiewa Street, Albury, New South Wales 2640, to send particulars of their claims to him by 11 August 2018, after which date the executor may convey or distribute the assets and distribute the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 16 February 2018.

Dated 4 June 2018

TONY BRANDT LAWYER,
PO Box 585, Albury, NSW 2640.
DX 5803 Albury.
Ph: (02) 6023 3133, Fax: (02) 6023 5266.
TB:AB:173950.

Estate of BEATRICE LOUISE MORCOMB, late of Boundary Road, Orbost, Victoria, cake decorator, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 March 2018, are required by the executors, Peter Milton Murphy and William Christopher Jones, to send particulars to them, care of Warren, Graham & Murphy Pty Ltd, 119 Main Street, Bairnsdale, Victoria, by 13 August 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

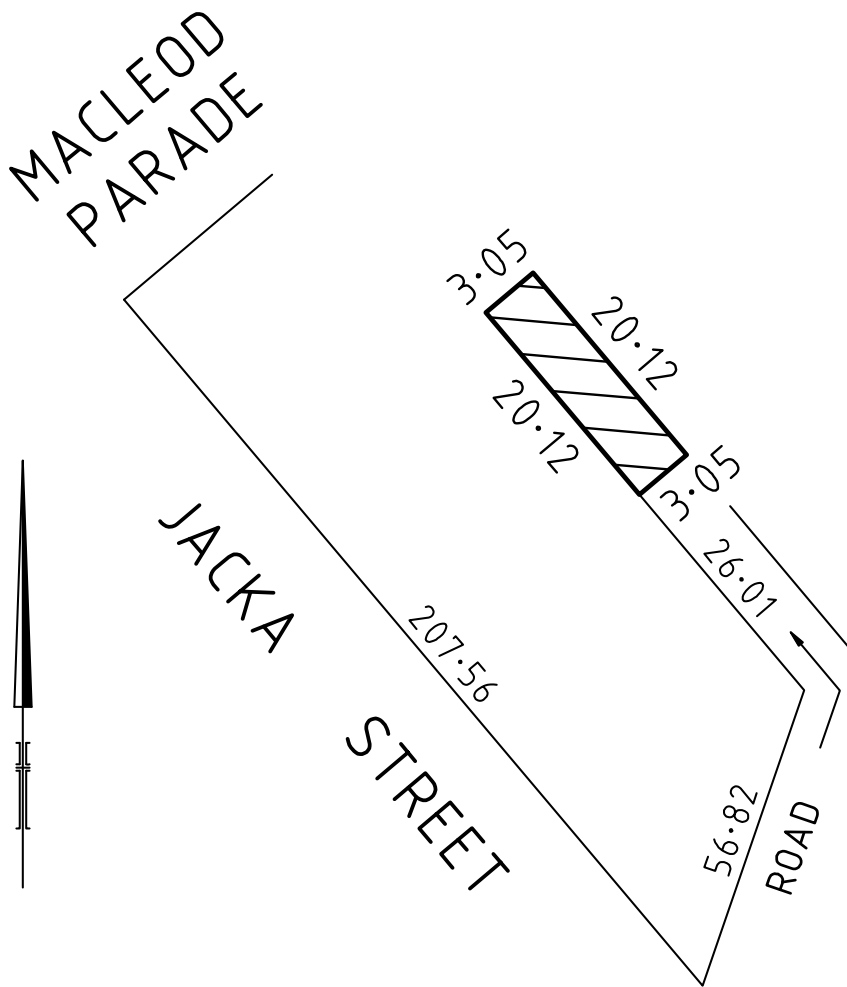
WARREN, GRAHAM & MURPHY PTY LTD,
119 Main Street, Bairnsdale, Victoria 3875.

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

BANYULE CITY COUNCIL

Road Discontinuance

Pursuant to section 206 and Clause 3 of Schedule 10 of the **Local Government Act 1989**, Banyule City Council, at its ordinary meeting held on 4 June 2018, formed the opinion that the section of road shown hatched on the plan below is not reasonably required as a road for public use and resolved to discontinue the section of road and to sell the land from the road to an abutting owner subject to any right, power or interest held by Yarra Valley Water Limited and Banyule City Council in the road in connection with any sewers, drains, pipes or cables under the control of those authorities in or near the road.

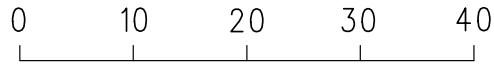


SIMON McMILLAN
Chief Executive Officer

BAYSIDE CITY COUNCIL

Road Discontinuance

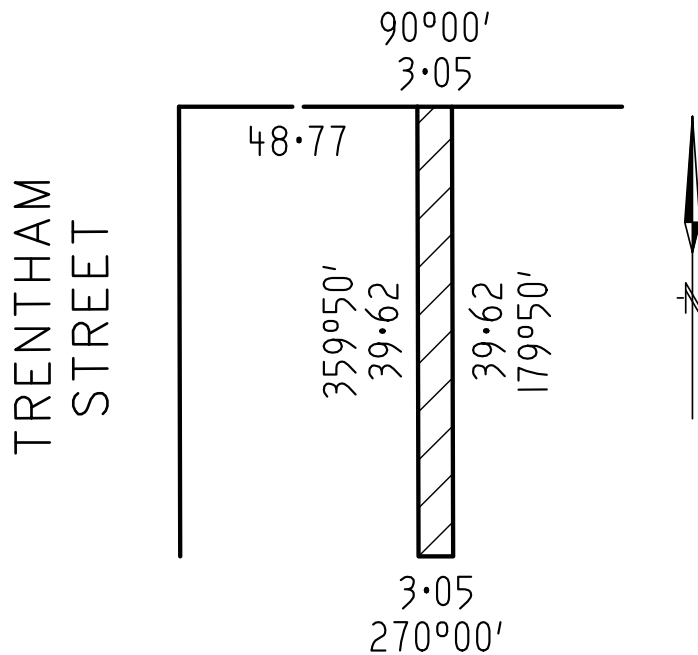
Pursuant to section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Bayside City Council has resolved to discontinue the road adjoining 16 Sandringham Road, Sandringham, shown by hatching on the plan below, and to sell the land from the road to the adjoining owner of 16 Sandringham Road, Sandringham, by private treaty.



LENGTHS ARE IN METRES

PARISH OF MOORABBIN
PART OF CROWN PORTION 22

SANDRINGHAM ROAD



MICK CUMMINS
Acting Chief Executive Officer



**MORNINGTON
PENINSULA**
Shire

NOTICE UNDER
DOMESTIC ANIMALS ACT 1994

McCrae Beach Leash Free Area

Notice is given that, in pursuant of section 24 of the **Domestic Animals Act 1994**, the Mornington Peninsula Shire Council, at its Ordinary Meeting held 27 March 2018, resolved to amend the controls for dogs on McCrae Beach. The amendment is for the area east of the Margaret Street Car Park for a distance of 300 metres and has been amended as follows:

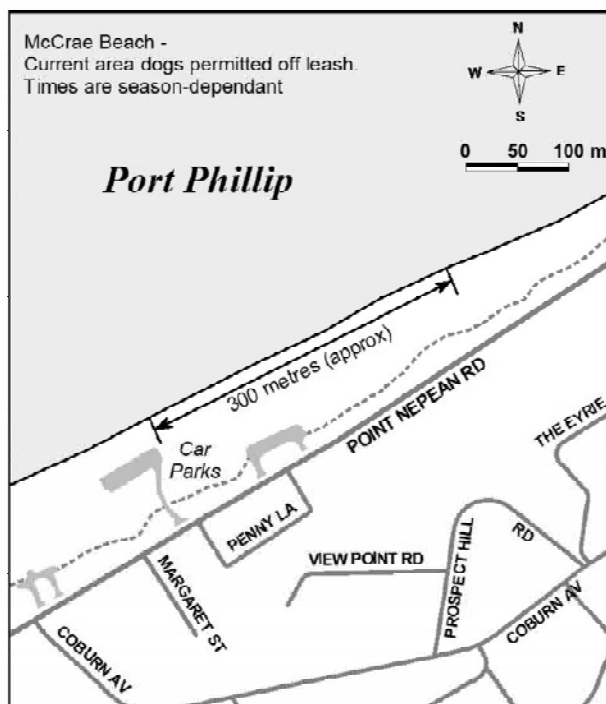
During daylight savings hours:

- Dogs are not permitted on the beach from 9.00 am to 7.00 pm (no change)
- Dogs are permitted off leash (300-metre section) from 7.00 pm to 9.00 am the next day (no change).

Outside of daylight savings hours:

- Dogs are permitted on the beach on a leash from 9.00 am to 3.00 pm
- Dogs are permitted off leash (300-metre section) from 3.00 pm to 10.00 am the next day.

Diagram 1:



Enquiries can be directed to Mr John Rankine, Manager Environment Protection, on (03) 5950 1050.

CARL COWIE
Chief Executive Officer

Planning and Environment Act 1987
BASS COAST PLANNING SCHEME
 Notice of the Preparation of an Amendment
 Amendment C151

The Bass Coast Shire Council has prepared Amendment C151 to the Bass Coast Planning Scheme.

The land affected by the Amendment is located in Cowes, as depicted in Figure 1.

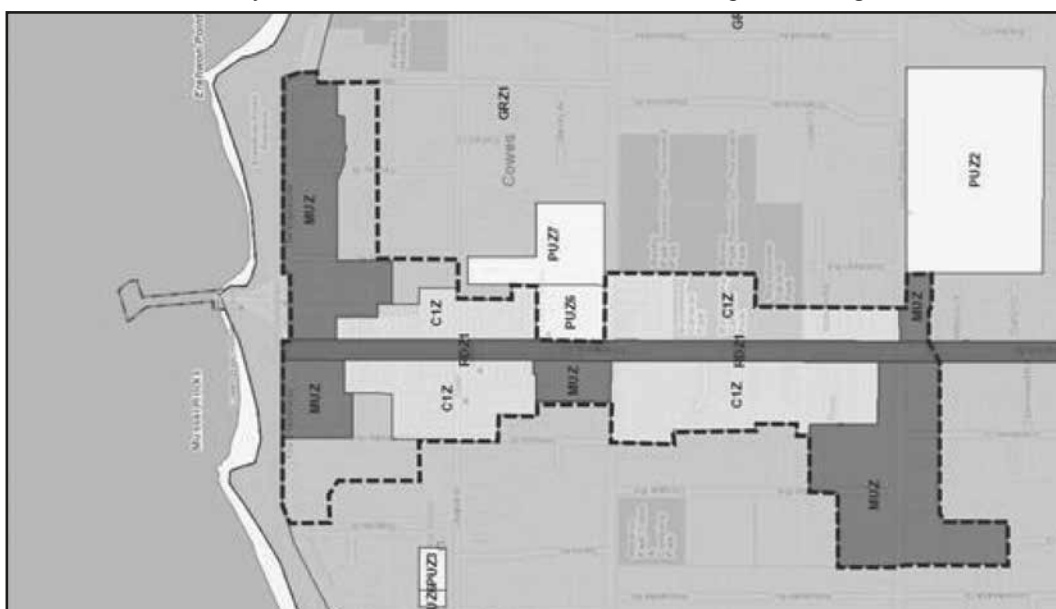


Figure 1 – Land Affected by the Amendment

The Amendment proposes to introduce new policy to implement the ‘Cowes Activity Centre Plan 2015’. More specifically, the Amendment proposes to:

- amend Clause 21.08 Moderate Growth Settlements to revise previous provisions pertaining to Cowes and introduce new provisions based on the ‘Cowes Activity Centre Plan 2015’;
- amend Clause 21.10 Reference Documents to include the ‘Cowes Activity Centre Plan 2015’ and the ‘Phillip Island and San Remo Visitor Economy Strategy 2035’ as reference documents;
- make minor amendments to Schedule 1 to Clause 32.08 (General Residential Zone) to reflect the requirements of the Ministerial Direction on the Form and Content of Planning Schemes;
- introduce a new Schedule 2 to Clause 32.08 (General Residential Zone) and applies the Schedule to selected residential land on the periphery of the Activity Centre;
- introduce a new Schedule 3 to Clause 32.08 (General Residential Zone) and applies the Schedule to the former Warley Hospital site;
- rezone various parcels of land to the Mixed Use Zone (Clause 32.04) and Commercial 1 Zone (Clause 34.01);
- delete Schedule 1 to Clause 43.02 (Design and Development Overlay) from various parcels of land;
- delete Schedule 3 to Clause 43.02 (Design and Development Overlay);
- amend Schedule 4 to Clause 43.02 (Design and Development Overlay), by deleting references to Cowes;
- introduce a new Schedule 11 to Clause 43.02 (Design and Development Overlay); and

- introduce new Schedules 26 and 27 to Clause 43.04 (Development Plan Overlay) and applies the Schedules to the former Isle of Wight and Warley Hospital sites respectively

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, Bass Coast Shire Council, located at: Wonthaggi – 76 McBride Avenue, Monday to Friday, 8.30 am to 5.00 pm; Cowes – 91–97 Thompson Avenue, Monday to Friday, 9.00 am to 5.00 pm; 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 27 July 2018. A submission must be sent to: Bass Coast Shire Council, PO Box 118, Wonthaggi, Victoria 3995, or strategic.planningadmin@basscoast.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.

JODI KENNEDY
Manager Strategy and Growth



City of
KINGSTON

Planning and Environment Act 1987

KINGSTON PLANNING SCHEME

Notice of the Preparation of an Amendment

Amendment C149

The Kingston City Council has prepared Amendment C149 to the Kingston Planning Scheme.

The Amendment proposes to implement various corrections to the mapping of zones and overlays, in order to resolve anomalies in the Kingston Planning Scheme. The anomalies include mapping errors, redundant overlay provisions, land affected by multiple zones and land where the zone is inconsistent with its use or ownership. The Amendment applies to 268 sites throughout the City of Kingston.

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 Kingston, Level 1, 1230 Nepean Highway, Cheltenham; online at kingston.vic.gov.au/current-amendments; and at the Department of Environment, Land, Water and Planning website, 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 COB Monday 16 July 2018. A submission must be sent to – post: Amendment C149, City of Kingston Strategic Planning Unit, PO Box 1000, Mentone, Victoria 3194; email: strategicplanning@kingston.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.



City of

KINGSTON

Planning and Environment Act 1987

KINGSTON PLANNING SCHEME

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

Planning and Environment Act 1987

Amendment C166

Planning Permit Application KP18/121

The land affected by the Amendment is Moorabbin Reserve, 32–64 Linton Street, Moorabbin.

The Amendment proposes to replace the schedule to the Public Park and Recreation Zone to identify the land at Moorabbin Reserve, 32–64 Linton Street, Moorabbin, in the Schedule and to specify that the land will be in Advertising Sign Category 3 – High Amenity Areas.

The application is for a permit to erect and display advertising and business identification signage, including internally illuminated signage, in accordance with the submitted plans.

The applicant for the permit is St Kilda Football Club Limited.

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, Kingston City Council, 1230 Nepean Highway, Cheltenham; at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection; and at the Kingston City Council website, www.kingston.vic.gov.au/Property-and-Development/Planning-Scheme-Amendments/Current-Amendments

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 16 July 2018. A submission must be sent to the City of Kingston, PO Box 1000, Mentone, Victoria 3194, or via email, strategicplanning@kingston.vic.gov.au

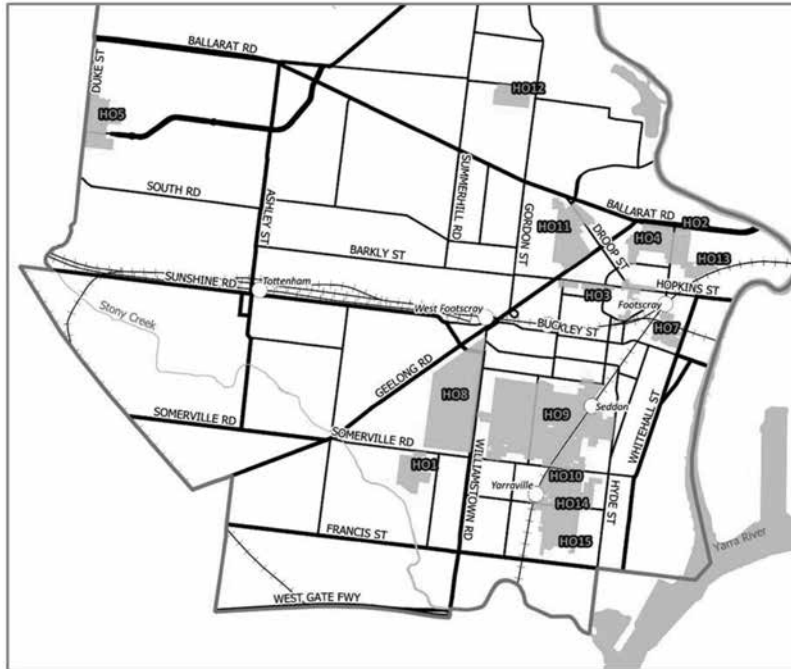
The planning authority must make a copy of every submission available at its office for any person to inspect, free of charge, until the end of the two months after the Amendment comes into operation or lapses.

PAUL MARSDEN
Manager, City Strategy
City of Kingston

Planning and Environment Act 1987
MARIBYRNONG PLANNING SCHEME
 Notice of the Preparation of an Amendment
 Amendment C147

The Maribyrnong City Council has prepared Amendment C147 to the Maribyrnong Planning Scheme.

The land affected by the Amendment in the City of Maribyrnong are within Heritage Overlay Precincts.



The precincts are:–

- HO1 Angliss Housing Estate heritage area Yarraville
- HO2 Ballarat Road residential heritage area Footscray
- HO3 Footscray commercial heritage area Footscray
- HO4 Footscray residential heritage area Footscray
- HO5 Munition Worker’s Housing heritage area Braybrook
- HO7 Old Footscray Township residential heritage area Footscray
- HO8 Queensville Estate heritage area Kingsville
- HO9 Seddon residential and commercial heritage area Seddon, Yarraville
- HO10 Somerville Road 20th Century residential heritage area Yarraville
- HO11 Upper Footscray residential heritage area Footscray
- HO12 War Service Homes heritage area Maribyrnong
- HO13 William Angliss Worker Housing Estate heritage area Footscray
- HO14 Yarraville civic and commercial heritage area Yarraville
- HO15 Yarraville residential heritage area Yarraville.

The Amendment excludes sites on the Victorian Heritage Register, sites identified as ‘individually significant’ in the schedule to the Heritage Overlay Clause 43.01, and sites identified as individually significant located in Clause 22.10 Cultural Heritage Policy and in Heritage Overlay Precincts.

The Amendment proposes to insert an Incorporated Plan to provide planning permit exemptions for minor buildings and works within heritage overlay precincts.

The Amendment:

- amends the Schedule to the Heritage Overlay, Clause 43.01, to insert an Incorporated Plan (titled 'Incorporated Plan under the provisions of Clause 43.01 Heritage Overlay, Planning permit exemptions' May 2018) to the heritage precincts in the Incorporated Plan column; and
- amends the Schedule to Clause 81.01 to include the Incorporated Plan.

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, Maribyrnong City Council, including: Footscray Town Hall – corner of Napier and Hyde Streets, Footscray; Highpoint Library – 200 Rosamond Road, Maribyrnong; Footscray Library – 56 Paisley Street, Footscray; West Footscray Library – 539 Barkly Street, West Footscray; Braybrook Library – 107–139 Churchill Avenue, Braybrook; Yarraville Library – 32 Wembley Avenue, Yarraville; and at the Department of Environment, Land, Water and Planning website, www.planning.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 20 July 2018. A submission must be sent to either: post – Maribyrnong City Council, City Strategy Amendment C147, PO Box 58, Footscray, Victoria 3011; email – amendmentc147@maribyrnong.vic.gov.au; or online – www.yourcityyourvoice.com.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.

STEPHEN WALL
Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 14 August 2018, 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.

FARKAS, James, late of Unit 2, 18 Benga Avenue, Dandenong, Victoria 3175, deceased, who died on 20 March 2018.

GATT, Charles, late of 27 Shierlaw Avenue, Favershaw House, Canterbury, Victoria 3126, deceased, who died on 25 November 2017.

HUNT, Audrey Dorothy, late of Belvedere Aged Care, 41–43 Fintonia Road, Noble Park, Victoria 3174, retired, deceased, who died on 16 June 2017.

JAMES, Charles, late of Rokewood, Victoria 3330, deceased, who died on 26 October 1932.

Dated 5 June 2018

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 16 August 2018, 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.

BYRNE, Maree Carmel, late of Stella Anderson Retirement Home, 26 Gibson Street, North Bendigo, Victoria 3550, deceased, who died on 4 January 2018.

CAMPBELL, Glenn Andrew, late of 48 Koroit Street, Warrnambool, Victoria 3280, deceased, who died on 1 March 2018.

MORRISSEY, Michael Robert, late of Unit 3, 10 Elamo Road, Healesville, Victoria 3777, deceased, who died on 23 March 2018.

WINSLETT, Tyler Jack, late of 13 Bainbridge Avenue, Seaford, Victoria 3198, deceased, who died on 13 February 2016.

Dated 7 June 2018

EXEMPTION

Application No. H41/2018

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Carey Baptist Grammar School Limited (the applicant). The application for exemption is to enable the applicant, for the purpose of promoting establishing and maintaining a gender balance of students over the entire school, to:

- (a) structure waiting and enrolment lists to target prospective students of either gender;
- (b) allocate student placements;
- (c) offer enrolments, bursaries and scholarships targeted to a specific gender; and
- (d) advertise specifically for male or female students to enter the school at any year level where there is an imbalance in male and female students (exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Phillip Grutzner, having heard from the applicant and three objectors at a hearing on 8 May 2018 and having had regard to written submissions from interested persons, for the reasons published today, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 38, 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

The Tribunal hereby grants an exemption from the operation of sections 38, 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 14 June 2023.

Dated 7 June 2018

B. STEELE
Senior Member

Associations Incorporation Reform Act 2012

SECTION 135

On 15 May 2018, I issued a notice under section 135(2) of the **Associations Incorporation Reform Act 2012** (the Act) to the incorporated associations listed below, requesting them to show cause as to why their incorporation should not be cancelled.

I am now satisfied that the incorporation of the below listed incorporated associations should be and are hereby cancelled in accordance with section 135(3) of the Act.

‘Felaust’ Filipino/Aust. Elderly Citizens Group of Broadmeadows & District Inc.; 3029 Hoppers Crossing Business Group Inc.; 3G Support Club Inc.; A Shared Vision Inc.; ADHD Support Association Inc.; Asia Pacific Academic Sporting Association Inc.; Association of Civilian Widows Victoria Division Inc.; Australia Chamber of Entrepreneurs Inc.; Australian Muscle Car Clubs of Victoria Inc.; Australian Society of Modern Women Inc.; Australian Society of Sport Administrators – Victorian Chapter Inc.; Australian Southern Sudanese Support Group (ASSSG) Inc.; Australian Telecommunications Agents Association Inc.; Awas Association (Victoria) Inc.; Ballarat Rail Promotion Group Inc.; Barry’s Reef Community Association Inc.; Bellbrae Pre-School Association Inc.; Bengook Community Foundation Inc.; Body Justice Health and Fitness Program Inc.; Border Life Education Inc.; Broken Chains Ministry Inc.; Cave Rescue Victoria Inc.; Central Victoria District NHW Inc.; Coalition of Australian Republicans Inc.; Digger’s Car Club Inc.; Dunromin Inc.; East Bentleigh Arthritis Support Group Inc.; Elderly Italian Friendship Club Inc.; Ellis Brothers Gym Inc.; Enviroselect Inc.; Facts Intercountry Adoption Association Inc.; Filoz Woodpusher Chess Club Inc.; First Initiative Inc.; Forests for Climate Inc.; Gay and Lesbian Accommodation Victoria Inc.; Goddess of Peace Foundation and Statue of World Peace Foundation Inc.; Greater Shepparton Christian Broadcasters Inc.; Greek Pensioners Association Club Inc.; Growers Action Group Inc.; Heatherdale Reserve Pavilion Recreation Club Inc.; Heidelberg Boxing Association Inc.; Hellenic Cultural Council Inc.; Hmong Social Support Group Inc.; Horsham Kindergym Inc.; Hume Multicultural Social Support Group Inc.; Huon Tennis Club Inc.; International Bilingual Association Inc.; Johnsonville Tennis Club Inc.; Junior Roos Football Club Inc.; Kangaroo Lake Water Sports and Social Club Inc.; Kurdish Social Support Group Inc.; Kyneton Literature Festival Association Inc.; Lakes Entrance Junior Soccer Club Inc.; Lare Foundation Inc.; Laurimar Adult Riding Club Inc.; Lead on Echuca/Moama Inc.; Lou Nuer Youth Association in Victoria Inc.; Love the Loddon

Inc.; Lynx Inc.; Maffra Amateur Swimming Club Inc.; Mansfield Car Club of Victoria Inc.; Mansfield Cricket Club Inc.; Maroondah Liberty Basketball Association Inc.; Maryborough and District Woodworkers Group Inc.; Mazda RX-8 Owners Club of Victoria Inc.; MCS Society of Australia Inc.; Mini Handball Association Inc.; Minyip Angling Club Inc.; Mission Station Inc.; Moroccan Global Assistance Communication World Wide Inc.; Mossgiel Park Three Year Old Kindergarden Inc.; Mount Eliza Sports Association Inc.; Murray Chamber Choir Inc.; Myamyn Gun Club Inc.; National Association for Conductive Education (Victorian Division) Inc.; Newhaven-San Remo Netball Association Inc.; No More Poverty Inc.; North Ringwood Traders Association Inc.; North West Victoria Beer Appreciation Society Inc.; Otway Trail Horse Riders Association Inc.; Ourplace Inc.; Outpost Eden Inc.; Partizan Indoor Soccer Club Australia Inc.; Personal Injury Assistance Association Inc.; Point Cook Town Centre Traders Association Inc.; Provincial Youth Sport Inc.; Puncture (Puntland Relief and Development Association) Inc.; Read & Write (Iqra & Uktoub) For Somali Kids Inc.; Relief Foundation for Sick & Underprivileged Children Inc.; Research Traders Association Inc.; Richmond Senior Citizens Club Inc.; Ripponlea Traders Association Inc.; Riviera YMCA Swimming Club Inc.; Robinvale/Euston Soccer Club Inc.; Rock for Unity Inc.; Rosedale Angling Club Inc.; Rotary Club of Bayside Inc.; Rural and Regional Victoria Sudanese Community Association Inc.; Russian Social Support Group Inc.; San Remo Fitness Centre Inc.; Shirley Heights Dressage Club Inc.; Sikh Senior Citizen Association of Whittlesea Inc.; Simply Equal Association Inc.; South Sudanese Women’s Network Inc.; South Warrandyte Social Committee Inc.; Southern Africa Association of Ballarat Inc.; Spring Gully BGO 15 Neighbourhood Watch Inc.; Sri Lankan Internally Displaced Person Welfare Inc.; Sri Lankan Performing Artists’ Foundation Inc.; Sunraysia Bicycle Users Group Inc.; Sunraysia Turkish Women Group Inc.; Suryani Association of Victoria Inc.; Team HRD (Human Resources Development) Inc.; The Brothers Keepers Inc.; The Clarity Foundation; The Combined Hotels Social Club Inc.; The Coop Shop Inc.; The Essendon Arthritis Self Help Group Inc.; The Federation of Chinese Students & Scholars Associations (Vic) Inc.; The Geelong

and District Kite Club Inc.; The International Council of Lebanese Immigrants Inc.; The Lift Jesus Higher Mission Inc.; The Nangiloc Cricket Club Inc.; The Northern Knights Supporters Group Inc.; The Pelargonium and Geranium Society of Southern Victoria Inc.; The Roof Tilers and Shinglers Association of Australia Inc.; The Roomers Pool Club Inc.; The Shooting Star Foundation Inc.; The Upper King Valley Action Association Inc.; The Victorian Sudanese Family Mediation Association Inc.; The Victorian TAFE Students and Apprentices Network Inc.; Trinity Bulls Soccer Club Inc.; Truckies for Kids Australia Inc.; Vic. Presence Inc.; Vietnamese Students' Association of Victoria Inc.; Vizyonart Photographic Group Inc.; Wattle Park Heritage Group Inc.; Wax Studios Inc.; Way of the Master Australia Inc.; Wombat Forest Society Inc.; Wombats and Wheels Pleasure Driving and Riding Club Inc.; Women in Crisis Inc.; Women of Will (WOW) Inc.; Woodlands Avenue Playgroup Inc.; Workplace Injury Assistance Inc.; Yackandandah Valley Residents' Association Inc.

Dated 14 June 2018

DAVID JOYNER
Deputy Registrar of
Incorporated Associations
PO Box 4567
Melbourne, Victoria 3001

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:

Association of Macedonian Refugee Children Elderly Citizens Group Inc.; Australian Christians Victoria Inc.; Australian Journal of Asian Law Inc.; Bacchus Marsh Great War Centenary Committee Inc.; Better Hearing Australia Geelong Inc.; Braeside (Lemnos) Soccer Club Inc.; Bright and District Ratepayers Association Inc.; Brunswick Connect Inc.; Brunswick Taxi Club Inc.; Charlee's Basket Bereavement Hampers Inc.; Connection in the Community Inc.; Days for Girls Bayside

Melbourne Inc.; Dimboola Business Association Inc.; East Gippsland Radio and Electronics Club Incorporated; East Malvern Traders Association Inc.; Echuca Road, Kindergarten Inc.; ECNU AAA Vic Branch Incorporated; Elmhurst Mechanics Institute Inc.; EMS Foundation Inc.; Ex-Opa Family and Friends Australia Inc.; Faidinkum Charity Inc.; Fea Growers Group Inc.; Film and Image Association Incorporated; Flamingo Playgroup Inc.; Friends of Corryong Library Inc.; Friends of Korogwe Inc.; Heartbeat Christian Community Church Inc.; Heywood Foster Care Support Group Inc.; Horn Inland War Memorial Preservation Society Incorporated; Intergenerational Justice Incorporated; Kathleen Kelly Kindergarten Inc.; Keilor Park Pre-School Inc.; Kollel Haavot Inc.; Kurdish Women Society of Victoria Inc.; L'il Aussie Prems Foundation Inc.; Lake Glenmaggie Community Representative Group Inc.; Latinamerican Friendship Fonda La Clinica of Victoria Inc.; Lifeline Entertainment and Fundraising Inc.; Macorna Pony Club Inc.; Melbourne International Fellowship Inc.; Melbourne Male Voice Praise Choir Inc.; MFB Swimming Club Inc.; MJP Polish School Parents Club Incorporated; Montessori Community School Incorporated; Motor Rats Car Club Inc.; North Bendigo Pre-School Inc.; Northcote Yabbies Aussi Masters Inc.; Officer Floorball Club Incorporated; Porepunkah Hotel Social Club Inc.; Practical Education & Real Life Skills for Kids Inc.; Preheaven Human Services Inc.; Probus Club of Portarlington Inc.; Royal Melbourne Institute of Technology Business Students' Association Foundation Inc.; Sama Australia Inc.; Sheltereach Inc.; Southern Masters Cycling Club Incorporated; Sporting Whittlesea FC Inc.; Taiwan/Roc Educational and Cultural Centre Inc.; Taylors Lakes Kindergarten Inc.; Thamilar Coordinating Council Australasia Inc.; The Ceylon Ex Servicemens' Association Incorporated; The Melbourne Institute for Orthodox Christian Studies Inc.; The Rebels Social Club Inc.; The South Melbourne Slimming Club Inc.; The Southern Peninsula Interchurch Choir Inc.; The Vault Club Inc.; The Yarra Yarra Golf Club Foundation Inc.; The Yea Country Market Inc.; Tour de Tarwin Inc.; Tramps M C Inc.; Valkyrie Care Group Inc.; Victorian Association of Subcontractors Inc.; Walmsley Friendship Village Residents Inc.; West Gypsy Players Inc.; Woody Yaloak Pre-

School Inc.; World Chinese Writers Association of Exchange Inc.; Wyndham Sports and Social Club Inc.; Yarra Ranges Kennel Club Inc.; Yea Business & Tourism Association 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 14 June 2018

DAVID JOYNER
Deputy Registrar of
Incorporated Associations
GPO Box 4567
Melbourne, Victoria 3001

Co-operatives National Law (Victoria)

ROSEBUD SECONDARY COLLEGE
CO-OPERATIVE LIMITED

On application under section 601AA of the **Corporations Act 2001** (the Act), notice is hereby given under section 601AA(4A) 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 14 June 2018

DAVID JOYNER
Deputy Registrar of Cooperatives

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 Tylden Cemetery Trust

Dated 8 June 2018

BRYAN CRAMPTON
Manager
Cemetery Sector Governance Support

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 29A(2) of the **Children's Services Act 1996**, the Secretary, Department of Education and Training, hereby declares that Kaniva Children's Service, SE-00016371, is exempt from the child/staff ratio requirements as set out in regulations 53(1)(a)(b) of the Children's Services Regulations 2009.

Under section 25P(1) of the **Children's Services Act 1996**, the Secretary, Department of Education and Training, also imposes the following additional conditions on Kaniva Children's Service, SE-00016371:

1. A staff member who holds a Certificate III in Early Childhood Education and Care and is enrolled in and studying for an approved 2 year full-time qualification in Diploma of Early Childhood Education and Care, is taken to meet the qualified staff member requirements for the purposes of the child/staff ratios.
2. The staff member must be mentored by a diploma qualified early childhood educator.
3. Details of the staff member's enrolment and progress towards attaining an approved 2 year full-time early childhood qualification must be held on their staff record.
4. The licensee must advise the Department of Education and Training within 48 hours of any changes that will prevent compliance with the exemption and its conditions.

This exemption and these additional conditions remain in force unless revoked.

Dated 6 June 2018

GILL CALLISTER
Secretary
Department of Education and Training

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 29A(2) of the **Children's Services Act 1996**, the Secretary, Department of Education and Training, hereby declares that Lorne Occasional Child Care, SE-00016311, is exempt from the child/staff ratio requirements as set out in regulations 55(2)(a)(ii), 55(2)(b)(ii) and 55(2) of the Children's Services Regulations 2009.

Under section 25P(1) of the **Children's Services Act 1996**, the Secretary, Department of Education and Training, also imposes the following additional conditions on Lorne Occasional Child Care, SE-00016311:

1. A staff member who holds a Certificate III in Early Childhood Education and Care and is enrolled in and studying for an approved 2 year full-time qualification in Diploma of Early Childhood Education and Care, is taken to meet the qualified staff member requirements for the purposes of the child/staff ratios.
2. The staff member must be mentored by a qualified early childhood person.
3. Details of the staff member's enrolment and progress towards attaining an approved 2 year full-time early childhood qualification must be held on the their staff record.
4. The licensee must advise the Department of Education and Training within 48 hours of any changes that will prevent compliance with the exemption and its conditions.

This exemption and these additional conditions remain in force unless revoked.

Dated 6 June 2018

GILL CALLISTER
Secretary
Department of Education and Training

HERITAGE
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Heritage Act 2017

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 2017**, I give notice under section 53 that the Victorian Heritage Register is amended by including the following place in the Heritage Register:

Number: H2378

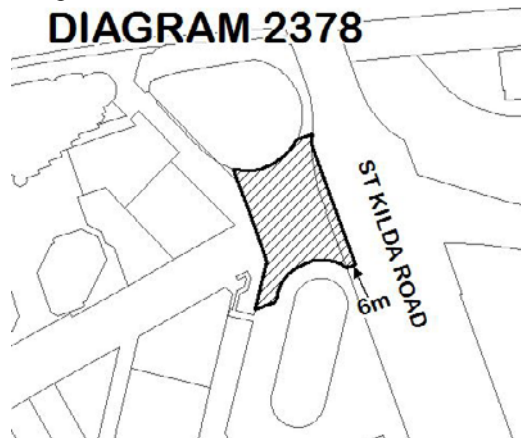
Category: Heritage Place

Place: Forward Surge

Location: 100 St Kilda Road, Melbourne

Municipality: Melbourne City

All of the place shown hatched on Diagram 2378 encompassing parts of Crown Allotments 3C, 13F, 2341 and 2342, City of South Melbourne, Parish of Melbourne South and part of the road reserve for St Kilda Road.



Dated 14 June 2018

STEVEN AVERY
Executive Director

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Heritage Act 2017

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 2017**, I give notice under section 53 that the Victorian Heritage Register is amended by including the following place in the Heritage Register:

Number: H2387

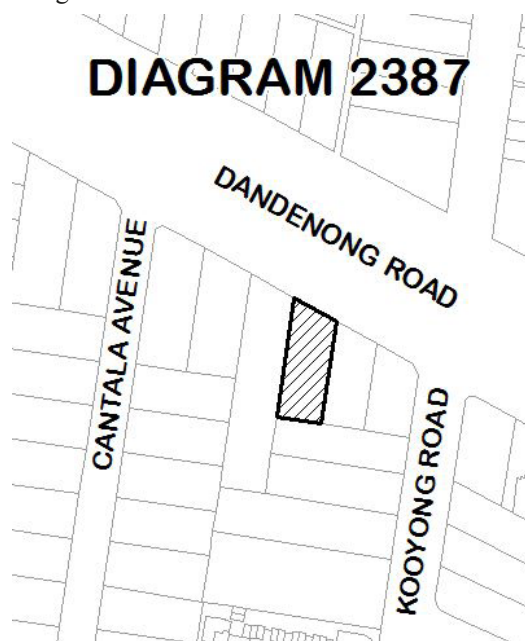
Category: Heritage Place

Place: Lind House

Location: 450 Dandenong Road, Caulfield North

Municipality: Glen Eira City

All of the place shown hatched on Diagram 2387 encompassing all of Lot 2 on Lodged Plan 31000.



Dated 14 June 2018

STEVEN AVERY
Executive Director

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Heritage Act 2017

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 2017**, I give notice under section 53 that the Victorian Heritage Register is amended by including the following place in the Heritage Register:

Number: H2380

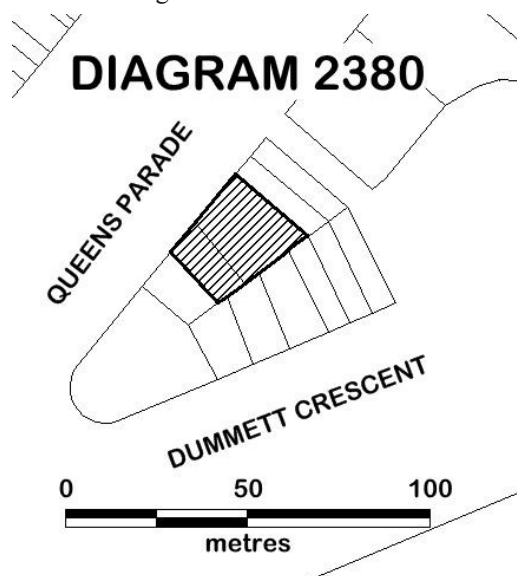
Category: Heritage Place

Place: Former Clifton Motor Garage

Location: 205–211 Queens Parade, Fitzroy North

Municipality: Yarra City

All of the place shown hatched on Diagram 2380 encompassing all of Lots 2 and 3 on Lodged Plan 6254.



Dated 14 June 2018

STEVEN AVERY
Executive Director

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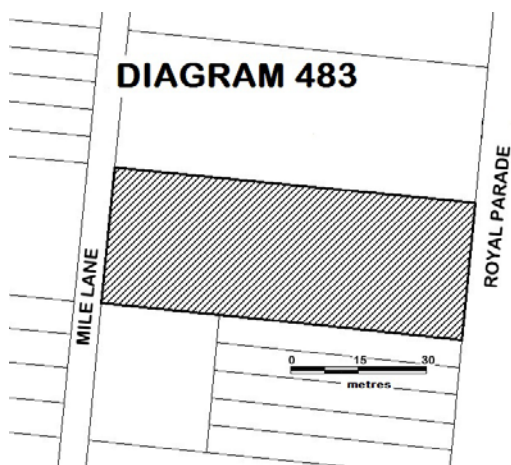
Heritage Act 2017

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 2017**, I give notice under section 53 that the Victorian Heritage Register is amended by modifying the following place in the Heritage Register:

Number: H0483
 Category: Heritage Place
 Place: Auld Reekie
 Location: 509–513 Royal Parade, Parkville
 Municipality: Melbourne City

All of the place shown hatched on Diagram 483 encompassing all of Allotment 4, Section D, Parish of Jika Jika at Royal Park.



Dated 14 June 2018

STEVEN AVERY
Executive Director

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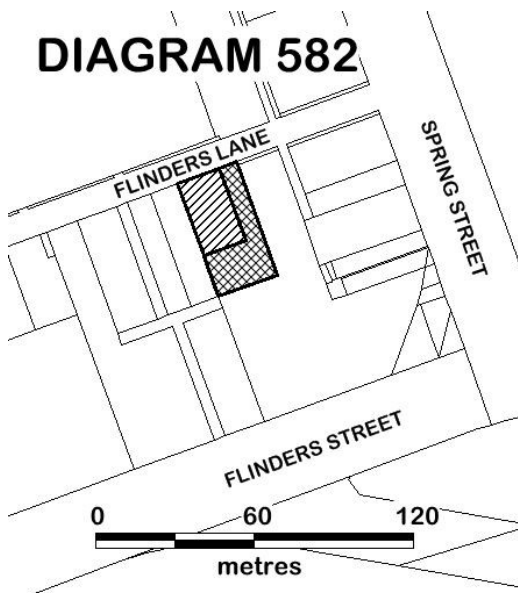
Heritage Act 2017

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 2017**, I give notice under section 53 that the Victorian Heritage Register is amended by modifying the following place in the Heritage Register:

Number: H0582
 Category: Heritage Place
 Place: Milton House
 Location: 21–25 Flinders Lane, Melbourne
 Municipality: Melbourne City

All of the place shown hatched on Diagram 582 less the part shown crosshatched and encompassing part of Lot 1 on Title Plan 800196. The extent of the hatched area is to the boundary line on the north and west sides, and to the extent of the eaves overhang on south and east sides of the building.



Dated 14 June 2018

STEVEN AVERY
Executive Director

ConnectEast Pty Limited, ABN 99 101 213 263, gives notice of the following EastLink tolls, fees and amounts (inclusive of GST) to apply from 1 July 2018 until 30 June 2019.

EASTLINK TOLLS			Discounted tolls for Car trips on weekends or public holidays	Discounted tolls for Car trips in a single toll zone only	Light Commercial Vehicles	Heavy Commercial Vehicles	Motorcycles	Taxis
Charge toll rates		Cars						
TOLL CAP		\$6.25	\$4.99	N/A	\$9.99	\$16.56	\$3.12	N/A
Toll zones:								
1	Springvale Rd to Ringwood Bypass	\$2.87	\$2.30	\$2.87	\$4.59	\$7.60	\$1.43	\$2.87
2	Maroondah Hwy to Canterbury Rd	\$0.42	\$0.33	\$0.33	\$0.67	\$1.10	\$0.21	\$2.71 (for a trip on any part of EastLink south of Maroondah Hwy)
3	Canterbury Rd to Boronia Rd	\$0.42	\$0.33	\$0.33	\$0.67	\$1.10	\$0.21	
4	Boronia Rd to Burwood Hwy	\$0.42	\$0.33	\$0.33	\$0.67	\$1.10	\$0.21	
5	Burwood Hwy to High Street Rd	\$0.42	\$0.33	\$0.33	\$0.67	\$1.10	\$0.21	
6	High Street Rd to Ferntree Gully Rd	\$0.63	\$0.51	\$0.51	\$1.00	\$1.65	\$0.31	
7	Ferntree Gully Rd to Wellington Rd	\$0.63	\$0.51	\$0.51	\$1.00	\$1.65	\$0.31	
8	Wellington Rd to Police Rd	\$0.63	\$0.51	\$0.51	\$1.00	\$1.65	\$0.31	
9	Monash Fwy to Princes Hwy	\$0.63	\$0.51	\$0.51	\$1.00	\$1.65	\$0.31	
10	Princes Hwy to Cheltenham Rd	\$0.63	\$0.51	\$0.51	\$1.00	\$1.65	\$0.31	
11	Dandenong Bypass to Greens Rd	\$0.63	\$0.51	\$0.51	\$1.00	\$1.65	\$0.31	
12	Greens Rd to Thompson Rd	\$1.45	\$1.17	\$1.17	\$2.33	\$3.86	\$0.73	
13	Thompson Rd to Peninsula Link & Frankston Fwy	\$1.45	\$1.17	\$1.17	\$2.33	\$3.86	\$0.73	
Trip pass – per trip in one direction		\$6.25	\$6.25	\$6.25	\$9.99	\$16.56	\$3.12	
Trip pass purchase fee*		\$2.97	\$2.97	\$2.97	\$2.97	\$2.97	\$2.97	\$2.97

GST is applied to a complete trip, not to each toll zone, and minor differences may occur due to rounding for trips involving more than one toll zone.

FEES, CHARGES AND AMOUNTS

The following fees, charges and amounts apply to Breeze accounts, EastLink trip passes and EastLink late toll invoices (valid from 1 July 2018 to 30 June 2019, including GST where applicable).

TOLL ADMINISTRATION FEES (TOLL INVOICES)

Toll Invoice Fee (\$5.63) is payable when we send you a Late Toll Invoice for travel on EastLink by a vehicle without a valid tag, account or EastLink trip pass. This is payable in addition to the applicable toll and either the VicRoads Lookup Fee or Interstate Lookup Fee (as applicable).

Toll Invoice Fee (\$11.28) is payable if you do not pay a Late Toll Invoice within 14 days and we send you an Overdue Notice for travel on EastLink by a vehicle without a valid tag, account or EastLink trip pass. This is payable in addition to the applicable toll and either the VicRoads Lookup Fee or Interstate Lookup Fee (as applicable).

VicRoads Lookup Fee is payable for vehicles registered in Victoria when we send you a Late Toll Invoice or Overdue Notice for travel on EastLink by a vehicle without a valid tag, account or EastLink trip pass. This is payable in addition to the applicable toll and Toll Invoice Fee. A separate VicRoads Lookup Fee is charged for each day's travel on EastLink. Refer to EastLink.com.au for the current amount.

Interstate Lookup Fee (for ACT, NSW, QLD, SA, TAS, WA and Other) is payable for vehicles registered outside Victoria when we send you a Late Toll Invoice or Overdue Notice for travel on EastLink by a vehicle without a valid tag, account or EastLink trip pass. This is payable in addition to the applicable toll and Toll Invoice Fee. A separate Interstate Lookup Fee is charged for each day's travel on EastLink. Refer to EastLink.com.au for the current amount.

ALL BREEZE ACCOUNTS

Dishonour Fee (as incurred by Breeze) is charged as a result of a payment failure. It will be a pass-through (without any margin) of amounts incurred by Breeze in this circumstance.

Image Processing Fee (30 cents per trip on EastLink) is charged for each trip made on EastLink by a vehicle linked to the account but travelling without a valid tag. This fee is waived for motorcycles.

BREEZE PRE-PAID ACCOUNT – TAG OPTION

Account Set Up Amount (minimum \$55) is the amount payable to establish a Breeze pre-paid tag account. This payment is credited to the new account.

Additional Statement Fee (\$1 per additional statement) is charged for each additional statement you request in addition to the free quarterly statement.

Minimum Balance (minimum \$14.10) is the account balance below which you are required to make a top up payment of at least the Top Up Amount to restore the account balance to at least the Minimum Balance.

Minimum Annual Tag Usage Amount (\$25.63) is the minimum amount of EastLink tolls charged for each commercial vehicle tag in each of the first three years after the tag is issued to your account. If the actual amount of EastLink tolls incurred by a tag during any such year is less than this amount, an additional amount equal to the difference will be charged to your account.

Tag Missing Fee (\$40 per tag) is charged where an undamaged tag is not returned to us upon closure of the account. This fee is waived if the Tag Missing Fee Waiver Amount (\$704.00) in EastLink tolls has been charged to the account and paid prior to the closure of the account.

Tag Replacement Fee (\$40 per tag) is a deposit which may be required on issue of a replacement tag and is applied as a toll credit on the third anniversary of payment of the deposit, or (if the account is closed before this date) refunded to you if the undamaged tag is returned.

Top Up Amount (minimum \$35) is the minimum amount payable by you to top up your pre-paid account.

BREEZE PRE-PAID ACCOUNT – NON-TAG OPTION (INCLUDES FLEXIBLE PAYMENT OPTION)

Account Set Up Amount (minimum \$55, flexible payment option minimum \$7.05) is the amount payable to establish a Breeze pre-paid non-tag account. This payment is credited to the new account.

Additional Statement Fee (\$1 per additional statement) is charged for each additional statement you request in addition to the free quarterly statement.

Minimum Balance (minimum \$14.10, flexible payment option minimum \$3.52) is the account balance below which you are required to make a top up payment of at least the Top Up Amount to restore the account balance to at least the Minimum Balance.

Top Up Amount (minimum \$35, flexible payment option minimum \$7.05) is the minimum amount payable by you to top up your pre-paid account.

Top Up Fee (flexible payment option 74 cents per top up) is charged only if you have chosen the flexible payment option and your Top Up Amount is less than the Top Up Threshold Amount (\$35).

BREEZE BUSINESS ACCOUNT (INCLUDES TAG AND NON-TAG OPTIONS)

Account Management Fee (\$18.58 per quarter) is the amount charged per quarter per Breeze business account. This fee is not refundable.

Additional Statement Fee (\$1 per additional statement) is charged for each additional statement you request in addition to the free monthly statement.

THE FOLLOWING APPLY IF YOU HAVE CHOSEN THE BREEZE BUSINESS ACCOUNT (TAG OPTION):

Minimum Annual Tag Usage Amount (\$25.63) is the minimum amount of EastLink tolls charged for each tag in each of the first three years after the tag is issued to your account. If the actual amount of EastLink tolls incurred by a tag during any such year is less than this amount, an additional amount equal to the difference will be charged to your account.

Tag Missing Fee (\$40 per tag) is charged where an undamaged tag is not returned to us upon closure of the account. This fee is waived if the Tag Missing Fee Waiver Amount (\$704.00) in EastLink tolls has been charged to the account and paid prior to the closure of the account.

Tag Replacement Fee (\$40 per tag) is a deposit which may be required on issue of a replacement tag and is applied as a toll credit on the third anniversary of payment of the deposit, or (if the account is closed before this date) refunded to you if the undamaged tag is returned.

EASTLINK TRIP PASS

*Trip Pass Purchase Fee (\$2.97) is payable once for every purchase transaction (where you buy one or more EastLink trip passes) at an over-the-counter location including at the EastLink customer centre or other participating outlet (e.g. 7-Eleven, United Petroleum or newsagent). This fee is in addition to the price of the EastLink trip passes.

MORE INFORMATION

For more information about EastLink, Breeze accounts or the EastLink trip pass please refer to the relevant brochures, customer service agreements and our privacy policy, which are available: during business hours at the EastLink customer centre (Hillcrest Avenue, Ringwood, Victoria 3134) or by calling (03) 9955 1400; and online at EastLink.com.au

EastLink.com.au

Education and Training Reform Act 2006

NOTICE OF MAKING OF MINISTERIAL ORDER ABOUT A SCHOOL COUNCIL

Notice is given under sections 2.3.2(1) and (2) and all other enabling provisions of the **Education and Training Reform Act 2006** of the making of the following Ministerial Order:

Ministerial Order:	Ministerial Order No. 1104
Purpose:	To constitute a school council for Nambrok–Denison Primary School
Date of making:	4 June 2018

THE HON. JAMES MERLINO MP
Minister for Education

Health Complaints Act 2016

Section 90

INTERIM PROHIBITION ORDER

This order is made pursuant to section 90 of the **Health Complaints Act 2016** (the Act).

The Health Complaints Commissioner (the Commissioner) has made this Interim Prohibition Order because the Commissioner reasonably believes that the general health service provider named below has contravened a code of conduct applying to the general health service and is satisfied that it is necessary to make this order to avoid a serious risk to the health, safety or welfare of the public.

Name of the General health service providers on whom the order is imposed:	Mr Abebe Trassa Tulu ABN 51 650 114 543
Date this Interim Prohibition Order is made:	29 May 2018
Date on which this Interim Prohibition Order expires:	21 August 2018 (12 weeks from 29 May 2018 while an investigation is conducted)
Effect of this Interim Prohibition Order:	The general health service provider named above is prohibited from providing: <ol style="list-style-type: none"> 1. Any general health service, paid or otherwise, in a clinical or non-clinical capacity. 2. Promoting massage therapy services or any health service that involves physical contact with any person.

This Interim Prohibition Order takes effect on the service of the order on the general health service provider to whom it applies.

This order will be published in the Victoria Government Gazette and on the Internet site of the Health Complaints Commissioner, www.hcc.vic.gov.au

KAREN CUSACK
Health Complaints Commissioner

Local Government Act 1989

SECTION 185E MAKING OF A SPECIAL ORDER

Notice is hereby given in accordance with section 185E(8) of the **Local Government Act 1989** that the Essential Services Commission has made the following special Order.

Pursuant to section 185E(6) of the **Local Government Act 1989** the Essential Services Commission has made a special Order specifying the approved higher cap for one Council as set out in the right hand column in the table below.

Council	Average rate cap	Additional percentage amount	Higher cap
Monash City Council	2.25 per cent	.32 per cent	2.57 per cent

Accordingly the capped average rate in respect of the 2018–19 financial year must not exceed the base average rate by more than the approved higher cap (inclusive of the average rate cap of 2.25 per cent).

Dated 5 June 2018

DR RON BEN-DAVID
Chairperson
Essential Services Commission

Plant Biosecurity Act 2010

ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION INTO VICTORIA OF MATERIALS WHICH ARE HOSTS OF GREEN SNAIL

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic pest green snail exists within Australia but outside Victoria, make the following Order.

1 Objective

The objective of this Order is to prohibit, restrict or impose conditions upon the entry or importation into Victoria of materials which are hosts of green snail.

2 Authorising Provision

This Order is made under section 36(1) of the **Plant Biosecurity Act 2010** (the Act).

3 Commencement

This Order comes into force on the day of making.

4 Revocation

The Order entitled ‘Order prohibiting or restricting the entry or importation into Victoria of materials which are hosts of green snail’ made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G24 on 15 June 2017 at pages 1234–1236 is **revoked**.

5 Definitions

In this Order –

‘**green snail**’ means the exotic pest, *Cantareus apertus* (Born).

‘**host material**’ means any host plant and any package which has contained any host plant.

‘**host plant**’ means any plant or plant product, including any leafy vegetable, cutting, potted plant, turf, bare rooted plant, mature tree, cut flower, foliage, or hay, but excluding fruit and plants in tissue culture.

‘**unit**’ means an individual package, plant or item which includes individual bags in a tray.

6 Prohibitions, restrictions and conditions

The following prohibitions, restrictions and conditions are specified in relation to the entry or importation of host materials.

- (a) The entry or importation into Victoria of any host material is prohibited.
- (b) Sub-clause (a) does not apply if the host material –
 - (i) was grown and packed on, sourced from or last used on a property that is located in a State or Territory, or part of a State or Territory, for which an area freedom certificate, issued by an officer responsible for agriculture in the State or Territory where the host material was grown, sourced or last used, is currently in force certifying that the State or Territory, or part of the State or Territory, is known to be free from green snail; or
 - (ii) is accompanied by a plant health certificate, assurance certificate or plant health declaration, certifying or declaring that the material has been treated in a manner described in the Schedule to this Order; or
 - (iii) in the case of cut flowers, cuttings or bare-rooted plants are consigned to Victoria during the months of December–March; or
 - (iv) enters Victoria under and in accordance with the conditions described in a permit issued by an inspector.

7 Verification of Consignments

Where requested by an inspector, host material imported into Victoria which is required by clause 6(b)(ii) to be accompanied by a certificate or declaration, must be –

- (a) presented to an inspector for verification; or
- (b) presented to a person accredited by the Department of Economic Development, Jobs, Transport and Resources for verification.

8 Expiry

This Order remains in force for a period of 12 months after the date of making.

Schedule

Host material must –

- (1) in the case of any host material intended for human consumption, be –
 - (a) consigned in accordance with a permit issued by an inspector and comply with any conditions or requirements set out in the permit; and
 - (b) washed through a hydro-cooler or similar processing equipment so as to effectively remove all green snails; and
 - (c) inspected at a minimum of 600 units or the whole consignment, and found free of green snail; or
- (2) in the case of turf, hay, mature trees and potted plants not for human consumption which have been grown or packed on a property within 2 kilometres of a green snail infested property –
 - (a) be grown or packed on a property which –
 - (i) has been baited and inspected and found free of green snail, in accordance with the requirements of the WA Protocol; and
 - (ii) has a control/hygiene program in place to prevent the entry of green snail, in accordance with the requirements of the WA Protocol; and
 - (iii) any plant material for packing is sourced from properties known to be free of green snail; and
 - (iv) the storage of stock for export is more than 30 m from a baited boundary; and

- (b) if grown in a propagating/potting media which has a soil component, the media must –
 - (i) originate from, and be stored on, properties which have been baited and inspected and found free of green snails, in accordance with the requirements of the WA Protocol; or
 - (ii) be disinfested in accordance with the requirements of the WA Protocol; and
 - (iii) be sprayed within 2 days prior to export with an approved molluscicide as per the requirements of the WA Protocol; or
- (3) in the case of turf, hay, mature trees and potted plants not for human consumption which have been grown or packed on a property within 25 kilometres of an infestation of green snail but more than 2 kilometres from a green snail infested property –
 - (a) be grown or packed on a property which has been baited and inspected and found free of green snail, in accordance with the requirements of the National Protocol for the Movement of Green Snail, (*Cantareus apertus*), Host Material to Other States and Territories of Australia: Quarantine WA (WA Protocol); and
 - (b) if grown in a propagating/potting media which has a soil component, the media must –
 - (i) originate from, and be stored on, properties which have been baited and inspected and found free of green snails, in accordance with the requirements of the WA Protocol; or
 - (ii) be disinfested in accordance with the requirements of the WA Protocol; or
- (4) in the case of cut flowers, foliage, cuttings or bare rooted plants which have been grown or packed on a property within 25 kilometres of a green snail infested property, be –
 - (a) grown or packed on a property which has been has been baited and inspected and found free of green snail, in accordance with the requirements of the WA Protocol (note: plant material for packing must be sourced from known green snail free areas as established by the WA Protocol or sourced from a property greater than 25 km from a known outbreak of green snail); or
 - (b) inspected at a minimum of 600 units or the whole consignment by an inspector, or person authorised by the department responsible for agriculture in the State or Territory where the host material is grown, and found to be free of green snail; or
- (5) in the case of any host material, be grown, packed and handled on a property located more than 25 km from a green snail infested property; or
- (6) in the case of small lots of household potted plants, all plants must be –
 - (a) bare-rooted so as to be visually free of soil and potting media; or
 - (b) re-potted into new commercially available potting media under the supervision of an officer of the department responsible for agriculture in the State or Territory in which the material has been grown; and
 - (c) inspected by an officer of the department responsible for agriculture in the State or Territory and found free of –
 - (i) green snail; and
 - (ii) soil.

Notes:

Section 38(1) of the Act provides that a person is guilty of an offence and liable for a penalty not exceeding 60 penalty units in the case of a natural person, and 300 penalty units in the case of a body corporate for knowingly causing, permitting or assisting any host material to enter or be imported into Victoria in contravention of an importation order.

Section 38(2) of the Act provides that a person is guilty of an offence and liable for a penalty not exceeding 10 penalty units in the case of a natural person, and 60 penalty units in the case of a body corporate for causing, permitting or assisting any host material to enter or be imported into Victoria in contravention of an importation order.

Terms in this Order that are defined in the Act have that meaning.

Dated 5 June 2018

ROSA CRNOV
Chief Plant Health Officer

PUBLIC TRANSPORT OMBUDSMAN
AND
TRANSPORT SAFETY VICTORIA
CASE REFERRAL AND COMMUNICATION PROTOCOL
Effective from December 2016

1 INTRODUCTION

1.1 Purpose

The Public Transport Ombudsman (PTO) and the Director of Transport Safety (Safety Director) both have roles and responsibilities in relation to public transport in Victoria. The purpose of this referral and communication protocol is to promote effective co-ordination and communication, ensuring both organisations effectively and efficiently refer matters, seek input and share information when appropriate.

1.2 PTO role

The PTO deals with complaints about Victorian public transport that members of the community have been unable to resolve directly with public transport operators. In particular, the PTO has the power to investigate and resolve complaints about Metro Trains Melbourne, Yarra Trams, V/Line, Transdev, Bus Association Victoria members, Public Transport Victoria, VicTrack, Southern Cross Station Pty Ltd, Level Crossing Removal Authority and Melbourne Metro Rail Authority. Such complaints may involve:

- The provision or supply of public passenger transport services by or on behalf of a member of the PTO Scheme;
- Public passenger transport vehicles, facilities and land, including graffiti, vandalism and cleanliness;
- The sale of tickets, including complaints about myki, ticket machines and validators;
- The conduct or behaviour of public transport staff (including Authorised Officers), agents or contractors; and
- A PTO Scheme member's use of land or premises, or the effect of a member's conduct, operations or activities in relation to land or premises.

The complainant must have given the relevant transport operator the opportunity to address the issue before the PTO can undertake an investigation. Appendix 1 provides a list of the issues which fall under the PTO's jurisdiction and those issues that are outside of its jurisdiction.

1.3 Safety Director's role

The Safety Director is a statutory office charged with independently seeking the highest transport safety standards as Victoria's transport safety regulator. TSV supports the Safety Director in performing his/her statutory functions, including through administering a range of transport safety legislation. This legislation includes the **Rail Safety (Local Operations) Act 2006** (Vic.) and the **Bus Safety Act 2009** (Vic.) which regulate the safety of public transport services.

A primary part of achieving safe transport is through safety accreditation/registration of rail and bus transport operators, and monitoring compliance with transport safety law requirements. This is ensured through a rigorous system of compliance audits, inspections or investigations of operators, and taking regulatory action when appropriate.

Appendix 2 provides more information on the requirements and obligations on public transport operators, and public transport safety issues that fall within Safety Director's regulatory scope.

2 REFERRALS/INPUT

2.1 Cases referred to the Safety Director by PTO

PTO shall, in relation to an issue raised with PTO, refer the issue to the Safety Director as a 'Refer to Non Member' case if all of the following apply:

- (a) the issue is outside PTO's jurisdiction to investigate;
- (b) the issue falls within the Safety Director's regulatory scope (in light of clause 1.3 above and Appendix 2), as confirmed by the Safety Director following an enquiry by the PTO Operations Manager; and
- (c) the PTO has obtained the customer's express consent to the referral of the customer's personal information to TSV.

When making a referral to the Safety Director, the PTO will send an email to the Safety Director's Contact Officer. The email will provide customer contact details and a brief summary of the issue.

2.2 Complaints investigated by the PTO requiring the Safety Director's input

When the PTO requires input from the Safety Director about an aspect of an investigation which is within PTO's jurisdiction, the PTO Conciliator will discuss the matter with the PTO Operations Manager to confirm that input from the TSV is required.

If this is the case, the Operations Manager will direct the Conciliator to the Safety Director's Contact Officer. Any requests will be sent via email and copied to the Operations Manager.

The email will provide no personal information about the complainant, unless it is relevant to the request for input and the complainant has provided express consent for such details to be provided to the Safety Director.

The email will provide a brief summary of the issue, a clear description of the input requested and the required timeframe. The PTO will generally ask for a response within seven days so that the investigation can proceed. If the required timeframe cannot be met, the Safety Director will advise the PTO as soon as possible so a new timeframe can be agreed upon.

2.3 Cases referred to PTO by the Safety Director

The Safety Director shall, in relation to an issue that comes to the attention of the Safety Director, refer the issue to PTO under the direction of the Safety Director's Contact Officer if all of the following apply:

- (a) the issue is outside the Safety Director's regulatory scope;
- (b) the issue is within PTO's jurisdiction (in light of clause 1.2 above and Appendix 1), as confirmed by PTO following enquiries by the Safety Director's Contact Officer; and
- (c) any individuals to be identified in the issue referral have provided their express consent to the referral of their personal information to PTO.

2.4 Issues investigated by the Safety Director requiring PTO input

When the Safety Director requires input from PTO about any issue that is the subject of a compliance inspection, audit or investigation by the Safety Director that is within PTO's jurisdiction, the Safety Director's Contact Officer will discuss the matter with the PTO Operations Manager and make arrangements for input to be provided where appropriate.

3 COMMUNICATIONS

3.1 Contact officers

PTO and the Safety Director nominate the following officers as the first point of contact for any issues arising out of this protocol:

PTO Contact Officer	Safety Director's Contact Officer
Operations Manager	Acting Manager, Regulatory Policy and Legal

3.2 Meetings between the PTO and the Safety Director

The PTO and relevant Safety Director staff (including the Safety Director's Contact Officer) will meet as required to discuss emerging issues of relevance to both organisations. The meetings between the parties are to be held upon reasonable request by either party.

3.3 Information sharing

In addition to meetings and referrals, the parties recognise the value of information sharing between the organisations. Where appropriate and subject to clause 3.4 below, each organisation will share information that comes to their attention where that information is relevant to the other's role.

3.4 Privacy/confidentiality obligations

Both organisations acknowledge that in referring cases, seeking input or sharing information in general:

- (a) no confidential information is to be disclosed without the express consent of the disclosing party. Confidential information includes all information (recorded in any other medium or by any other method) treated by the disclosing party as confidential, including but not limited to any information relating to a party's operations, processes, plans, intentions, knowhow, designs, trade secrets, software, or data); and
- (b) any personal or health information is to be used or disclosed in accordance with applicable information privacy law requirements, including ensuring consent is given before disclosure or use where necessary or appropriate.

4 TERM AND EFFECT

4.1 No legally binding effect

This protocol is not intended to create legally binding obligations or liabilities on either organisation. It does not prevent or inhibit PTO or the Safety Director from acting in proper performance of their public functions and both organisations may develop alternative arrangements to those set out in this protocol.

4.2 Term and review process

This protocol is effective from the effective date contained in this document. It continues to have effect until terminated at the initiation of either organisation at any time. Both organisations will review and amend the contents of this protocol as necessary to ensure it remains current and effective and upon reasonable request by either party.

TREASURE JENNINGS
Ombudsman
Public Transport Ombudsman Limited

DAVID HOURIGAN
Director, Transport Safety
Transport Safety Victoria

APPENDIX 1 – PTO JURISDICTION**Extract from Public Transport Ombudsman Limited Charter (2013):****3 JURISDICTION AND FUNCTIONS OF THE OMBUDSMAN**

- 3.1 Subject to paragraph 4, the Ombudsman's jurisdiction and functions are to receive, to investigate and to facilitate the resolution of:
- (a) complaints as to the provision or supply of (or the failure to provide or supply) public passenger transport or any goods or services related to the provision or supply (or the failure to provide or supply) public passenger transport services by or for a member;
 - (b) complaints in relation to the sale of tickets including ticketing machines, ticket retailers and ticket refunds;
 - (c) complaints relating to infrastructure and rolling stock related matters (including, without limitation, graffiti, vandalism and cleanliness);
 - (d) complaints regarding the conduct or behaviour of Authorised Officers, where under the MOU the Ombudsman is the appropriate body to receive, investigate and facilitate the resolution of the complaint;
 - (e) complaints in relation to Public Statutory Bodies providing public transport services or related activities, where under the MOU the Ombudsman is the appropriate body to receive, investigate and facilitate the resolution of the complaint;
 - (f) complaints regarding the conduct or behaviour of officers, employees, agents or contractors of members;
 - (g) complaints in relation to a member's use of, or the effect of a member's conduct, operations or activities on or in relation to, land or premises;
 - (h) complaints referred by the Secretary in relation to Authorised Officer conduct or behaviour and complaints in relation to Public Statutory Bodies providing public transport services or related activities which otherwise fall within the jurisdiction of the Ombudsman; and
 - (i) such other complaints as may, by agreement between the Ombudsman, the complainant and the member be referred to the Ombudsman by a member.

4 LIMITS ON THE OMBUDSMAN JURISDICTION

- 4.1 For the avoidance of doubt, the jurisdiction of the Ombudsman is limited to the functions enumerated in paragraph 3.
- 4.2 The functions of the Ombudsman do not extend to complaints relating to:
- (a) the setting of prices or tariffs or determining price structures;
 - (b) commercial activities which are not within or closely related to the core public passenger transport services provided by members;
 - (c) the content of Government policies (as opposed to commercial policies of government-owned or government-controlled members), legislation, licences and codes;
 - (d) complaints which are specifically under consideration by any court or tribunal, or which would involve reconsidering matters that have previously been considered or determined by a court or tribunal;
 - (e) any matter specifically required by legislation, including subordinate legislation, rules, codes, licences, and orders made in accordance with the law, or any matter which under an agreed working procedure with PTV or another relevant government authority, is to be handled by PTV or another government authority as the case may be;

-
- (f) actions properly and reasonably taken by a member and the consequences of such actions, in execution of a written direction, notice or other like instrument (Instrument) issued to a member by a person or entity having regulatory or administrative power to issue such Instrument and where such Instrument directly relates to:
 - (i) facilitating the reliability of the supply of public passenger transport services;
 - (ii) facilitating the security of public passenger transport services;
 - (iii) a public passenger transport emergency; or
 - (iv) a matter of public passenger transport safety.
 - (g) any Free School Bus Service;
 - (h) complaints in relation to the adequacy of the region or routes of operation or frequency of service, published in the current timetable, in relation to public passenger transport services;
 - (i) complaints regarding the conduct or behaviour of Authorised Officers, which the Ombudsman does not have authority to receive, investigate and facilitate the resolution of in accordance with the MOU; and
 - (j) complaints in relation to Victorian Public Statutory Bodies that do not provide public transport services or conduct related activities or which the Ombudsman does not have authority to receive, investigate and facilitate the resolution in accordance with the MOU.

APPENDIX 2 – JURISDICTION OF TSV

All matters relating to the compliance of duty-holders under **Rail Safety (Local Operations) Act 2006** (Vic.) (and to which the Rail Safety National Law (Victoria) does not apply pursuant to the **Rail Safety National Law Application Act 2013** (Vic.)) and the **Bus Safety Act 2009** (Vic.).

These duty-holders include, but are not limited to, transport operators, bus/rail safety workers, persons involved in the design/construction/installation/modification/maintenance etc. of rail infrastructure or rolling stock or bus stop infrastructure, suppliers of rail infrastructure or rolling stock, rail contractors, procurers of bus services, persons determining the location of bus stops, and the public .

Relevant obligations include:

- duties to ensure safety so far as is reasonably practicable in relation to risks created by the relevant duty-holder’s activities and the capacity of the duty-holder to manage those risks;
- requirements for the safety accreditation/registration of bus or rail transport operators, including to have a safety management process that addresses their:
 - safety policies, systems and control arrangements;
 - security management/emergency management/change management arrangements;
 - risk management processes;
 - personnel and safety work management and competence associated with safety;
 - asset management;
 - engineering and operational safety systems.

Issues that are of particular relevance to TSV are those that give rise to systemic safety concerns, for example:

- the integrity of physical rail infrastructure, rolling stock, bus stop infrastructure or buses from a safety perspective;
- the location of bus stops from a safety perspective;
- safety planning and management policies, systems or processes; or
- the behaviour of transport personnel/safety workers that give rise to systemic safety risks;

but not complaints about:

- an individual’s personal security/safety (e.g. experiences of violence on public transport; accidents on public transport, personal injuries sustained);
 - an individual’s well-being (e.g. noise pollution, health impacts etc.); or
 - reliability, comfort or other non-safety related performance of a transport operator.
-

Workplace Injury Rehabilitation and Compensation Act 2013
Transport Integration Act 2010

MEMORANDUM OF UNDERSTANDING BETWEEN THE VICTORIAN
WORKCOVER AUTHORITY AND THE DIRECTOR, TRANSPORT SAFETY

PARTIES

This memorandum of understanding is made between the following parties:

The Victorian WorkCover Authority (ABN 90 296 476 627) ('WorkSafe') continuing in existence pursuant to the **Workplace Injury Rehabilitation and Compensation Act 2013** (Vic.), of 222 Exhibition Street, Melbourne, Victoria 3000.

AND

The Director, Transport Safety, of Level 15, 121 Exhibition Street, Melbourne, Victoria 3000.

1. INTRODUCTION

1.1 Interpretation

In this memorandum of understanding:

'**Bus Incident**' has the meaning given to that term in regulation 4 of the **Bus Safety Regulations 2010** (Vic.);

'**Bus Safety Worker**' has the meaning given to that term in section 3 of the **Bus Safety Act 2009** (Vic.);

'**Domestic Commercial Vessel**' has the meaning given to that term in section 7 of the **Marine Safety (Domestic Commercial Vessel) National Law** (contained in Schedule 1 of the **Marine Safety (Domestic Commercial Vessel) National Law Act 2012** (Cth));

'**Health Information**' has the meaning given to that term in the **Health Records Act 2001** (Vic.);

'**Incident**' means an incident that must be notified to either of the parties under legislation and includes a Bus Incident, a Marine Incident, a Rail Incident and a Workplace Incident, but does not include:

- a notifiable occurrence within the meaning of section 4 of the **Rail Safety National Law** (contained in the Schedule of the **Rail Safety National Law (South Australia) Act 2012** (SA)); or
- a marine incident within the meaning of section 6 of the **Marine Safety (Domestic Commercial Vessel) National Law** (contained in Schedule 1 of the **Marine Safety (Domestic Commercial Vessel) National Law Act 2012** (Cth));

'**Local Maritime**' refers to maritime operations captured under the **Marine Safety Act 2010** (Vic.);

'**Local Rail**' refers to railway operations captured under the **Rail Safety (Local Operations) Act 2006** (Vic.);

'**Marine Incident**' has the meaning given to that term in section 3 of the **Marine Safety Act 2010** (Vic.);

'**MOU**' means this memorandum of understanding;

'**Personal Information**' has the meaning given to that term in the **Privacy and Data Protection Act 2014** (Vic.);

'**Privacy Legislation**' means laws in respect of privacy and the protection of Personal Information and Health Information including, without limitation, the **Data Protection Act 2014** (Vic.), the **Health Records Act 2001** (Vic.) and the **Privacy Act 1988** (Cth);

'**Protocol**' means the investigations protocol established under clause 4.1;

‘Rail Incident’ means a railway accident or incident or a notifiable accident or incident within the meaning given to those terms in regulation 41 of the Rail Safety (Local Operations) Regulations 2006 (Vic.);

‘Rail Safety Worker’ has the meaning given to that term in section 3 of the **Rail Safety (Local Operations) Act 2006** (Vic.);

‘Relevant Legislation’ means the legislation that each party is responsible for administering and enforcing, as set out in clause 3 of this MOU;

‘Safety Director’ means the Director, Transport Safety, a statutory office established under section 171 of the **Transport Integration Act 2010** (Vic.), and may include, as the context requires, his delegates and staff members of TSV authorised to act on his behalf;

‘TSO’ means a transport safety officer appointed under section 116 of the **Transport (Safety Schemes and Compliance) Act 2014** (Vic.);

‘TSV’ or **Transport Safety Victoria** means the persons employed by the Victorian Department of Economic Development, Jobs, Transport and Resources to assist the Safety Director in the exercise of his or her powers and the performance of his functions;

‘WorkSafe’ means the Victorian WorkCover Authority, the statutory authority responsible for administering various legislation including but not limited to the **Occupational Health and Safety Act 2004** (Vic.), the **Dangerous Goods Act 1985** (Vic.), the **Equipment (Public Safety) Act 1994** (Vic.), the Dangerous Goods (Transport by Road or Rail) Regulations 2008 (Vic.), the Dangerous Goods (Storage and Handling) Regulations 2012 (Vic.), the **Accident Compensation Act 1985** (Vic.), the **Workers Compensation Act 1958** (Vic.) and the **Workplace Injury Rehabilitation and Compensation Act 2013** (Vic.);

‘Workplace’ has the meaning given to that term in section 5 of the **Occupational Health and Safety Act 2004** (Vic.);

‘Workplace Incident’ means:

- (a) an incident resulting in a person suffering serious bodily injury that must be notified to either party under legislation; or
- (b) a work-caused injury that must be notified to either party under legislation or
- (c) a dangerous event that must be notified to either party under legislation; or
- (d) a fatality.

1.2 Purpose

- (a) This MOU provides a framework to promote effective communication, cooperation and coordination between the parties in their statutory, operational and administrative interactions in relation to Incidents involving bus and Local Rail and Local Maritime operations.
- (b) The purposes of this MOU are to:
 - (i) document the working relationship between the parties to enhance and promote a best practice approach to transport safety and Workplace safety regulation;
 - (ii) promote open communication and reduce duplication of efforts;
 - (iii) influence a reduction in the quantity and severity of Incidents; and
 - (iv) provide consistent safety outcomes for industry.
- (c) To achieve the purposes above, this MOU seeks to:
 - (i) ensure that the parties are aware of each other’s legislative obligations and operating policies and procedures;

- (ii) clarify the specific working arrangements between the parties in relation to notifying, attendance, investigation and reporting of Incidents that fall under both parties' remit;
- (iii) foster ongoing regulatory collaboration and cooperation between the parties;
- (iv) facilitate the timely and efficient provision of advice and sharing of information between the parties;
- (v) acknowledge the expertise of the parties in their specific spheres of activity;
- (vi) reduce the regulatory burden on regulated persons where both parties are enquiring into the same issue.

1.3 No legally binding effect

- (a) While the parties shall, as far as practicable, follow procedures set out in this MOU and take necessary measures to ensure that officers of the parties are aware of and comply with the terms of this MOU, it is not intended to create legally enforceable obligations between the parties.
- (b) Nothing in this MOU should be construed as preventing or inhibiting either party from acting in the proper performance of their statutory or other public functions or restricting the statutory discretions and powers available under legislation administered by either party.

1.4 Term

This MOU shall continue in force until terminated under clause 7.3.

2. OBJECTIVES AND PRINCIPLES

- 2.1 The Safety Director and WorkSafe each have separate and independent regulatory mandates and roles.
- 2.2 While recognising each party's regulatory mandate and independent role, the parties are committed to a constructive and co-operative relationship in the common pursuit of safe travelling and working environments in Victoria for workers and members of the public.
- 2.3 WorkSafe's mission is to work with the community to deliver outstanding Workplace safety, together with quality care and insurance protection to workers and employers.
- 2.4 The Safety Director's (represented by TSV) statutory object is to independently seek the highest transport safety standards that are reasonably practicable, consistent with the transport system's vision and objectives under the **Transport Integration Act 2010** (Vic.).
- 2.5 The parties share a common vision, values and understanding of the scope of their individual obligations under this MOU.

3. ROLES AND RESPONSIBILITIES

Role of WorkSafe

- 3.1 WorkSafe, through the administration of the **Dangerous Goods Act 1985** (Vic.) and its regulations, has jurisdiction over and will respond to issues concerning:
 - (a) dangerous goods on Victorian wharves, vessel-to-shore transfer and safe transport of those dangerous goods; and
 - (b) handling of explosives in Victorian ports.
- 3.2 WorkSafe through the administration of the **Occupational Health and Safety Act 2004** (Vic.), and the **Equipment (Public Safety) Act 1994** (Vic.) and their regulations has jurisdiction over and will respond to issues concerning:

- (a) the health, safety and welfare of persons in Victorian Workplaces as specified in Section 2 of the **Occupational Health and Safety Act 2004** (Vic.);
- (b) non-Workplaces in Victoria in relation to the design, construction, manufacture, installation, erection, alteration, maintenance, repair and use of equipment prescribed under the **Equipment (Public Safety) Act 1994** (Vic.).

The Safety Director

- 3.3 The Safety Director is responsible for administering a range of transport safety legislation related to bus, maritime and rail transport. The Safety Director:
- (a) licences, registers and accredits operators and other industry participants;
 - (b) monitors the transport industries and participants' systems for managing safety risks;
 - (c) monitors compliance with transport safety legislation; and
 - (d) takes enforcement action as appropriate to promote safety outcomes in Victoria.
- 3.4 Through the administration of relevant legislation, the Safety Director has jurisdiction over:
- (a) bus safety duty holders, including accredited and registered bus operators captured under the **Bus Safety Act 2009** (Vic.) and its regulations, and will respond to safety issues including in relation to the operation, design, maintenance, and equipment of buses and the safety management systems and policies of bus operators;
 - (b) marine safety duty holders, including operators of regulated hire and drive vessels and recreational vessels, port management bodies, local port managers and waterway managers, harbour masters, pilots, pilot exempt masters, and pilotage services providers, captured under the **Marine Safety Act 2010** (Vic.) and its regulations. The Safety Director will respond to safety issues including in relation to the operation, design, construction and equipment of regulated hire and drive and recreational vessels, the conduct of pilots, pilot exempt masters, pilotage services providers and harbour masters, and issues concerning the safe navigation and operation of relevant vessels on state waters;
 - (c) rail safety duty holders, including all light rail transport operators and a number of tourist and heritage rail transport operators captured under the **Rail Safety (Local Operations) Act 2006** (Vic.), and will respond to safety issues relating to the operation, design, maintenance, and equipment of rolling stock and rail infrastructure and the safety management systems and policies of rail transport operators.
- 3.5 TSV delivers certain regulatory functions on behalf of national regulators. The Safety Director does not have jurisdiction over:
- (a) Domestic Commercial Vessels, with respect to their responsibilities under the **Marine (Domestic Commercial Vessel) National Law Act 2012** (Cth), which are regulated by the Australian Maritime Safety Authority under since 1 July 2013 (with the exception of navigational safety in Victorian waters);
 - (b) heavy rail transport operators and some tourist and heritage rail operators, which are regulated by the Office of the National Rail Safety Regulator under the Rail Safety National Law (as applied in Victoria under the **Rail Safety National Law Application Act 2013** (Vic.) since 19 May 2014.

4. CROSS-JURISDICTIONAL ISSUES AND OPERATIONAL ARRANGEMENTS

4.1 Establishing jurisdiction

- (a) The parties agree to establish a protocol within 12 months of entering into this MOU that sets out a jurisdictional matrix with respect to categories of Incidents that may fall within both parties' jurisdiction.
- (b) If there is any doubt over jurisdiction, when contacted, WorkSafe and the Safety Director will respond, and will discuss who the lead agency should be.
- (c) Where either party has responded to an Incident then changes its view that the Incident does or does not fall within its jurisdiction, that party will consult the other party prior to taking any action based on its changed view on jurisdiction. The former party will continue to provide such assistance as required until the investigation is completed.
- (d) The parties acknowledge the effect of section 11 of the **Marine Safety Act 2010** (Vic.).

4.2 Notification of relevant safety issues

- (a) The parties agree:
 - (i) that when a party is contacted regarding a matter, including an Incident, that is also the responsibility of the other party, the party who is contacted must notify the other party as soon as practicable in accordance with the Protocol (if any); and
 - (ii) to notify each other, as soon as is practicable, of any activities conducted by one party under that party's Relevant Legislation that may affect, relate to or otherwise impact on the regulatory functions of the other party;using the relevant emergency contact number listed in Schedule 1.

4.3 Conduct of investigations

- (a) In the conduct of investigations of Incidents that fall within both parties' jurisdiction, the parties agree to observe and comply with the Protocol (if any).
- (b) If an inspector/TSO of either party decides to take regulatory action arising from the Incident, they must:
 - (i) where practicable, notify the other party before taking the action; or
 - (ii) if notification before taking the action is not practicable, notify the other party of the regulatory action taken as soon as practicable after taking the action.
- (c) For the purposes of clause 4.3(b), regulatory action may include (but is not limited to):
 - (i) issuing improvement, prohibition or infringement notices;
 - (ii) issuing a direction; or
 - (iii) suspending a licence, accreditation, registration or certification.

4.4 Provision of expert assistance

- (a) The parties agree to provide advice and assistance to each other to the best of their ability when requested to do so.
- (b) In particular, in the event of:
 - (i) an inspection or investigation being conducted by either party, the other agrees to provide expert opinion as required;
 - (ii) a prosecution being conducted by either party, the other agrees to provide expert witnesses in accordance with its internal policy.

4.5 Consultation about proposed proceedings

- (a) The parties agree to consult each other as soon as is practicable in respect of any prosecution action proposed by either party that has, or is likely to have, a direct impact on both transport safety and Workplace health and safety.
- (b) In relation to proposed proceedings, where legislation permits, the parties agree to consult with the other party and as far as possible to take into account any views that the other party may have in relation to any such proposed course of action.

4.6 Legal professional privilege

Nothing in this MOU:

- (a) entitles or requires a person to disclose information that is the subject of legal professional privilege; or
- (b) affects the law or practice relating to legal professional privilege.

5. COMMUNICATION AND ADMINISTRATIVE ARRANGEMENTS**5.1 Relationship managers**

- (a) Each party must nominate a relationship manager, who will serve as the key point of contact for any issues arising under this MOU, including all notifications and consultation required by clause 4.
- (b) The relationship managers for the parties are as set out in Schedule 1 to this MOU.
- (c) A party may change its nominated relationship manager under this MOU by notice in writing to the other party.

5.2 Regular meetings

- (a) The relationship managers will meet at least every six months, or as otherwise agreed, to discuss matters of common interest, including to:
 - (i) inform each other about any current or proposed activities that may be of interest to the other party, such as safety investigations, inspections or enforcement activities with both transport and Workplace safety elements;
 - (ii) assess the effectiveness of the operation of the Protocol (once established);
 - (iii) identify opportunities for joint activities, training, opportunities to work collaboratively and/or more efficiently, and/or the sharing of information and expertise;
 - (iv) report on any other developments that may impact on the regulatory functions of the other party, including any known proposals to amend or vary a regulatory provision that, if adopted, may affect the safety of transport systems and/or Workplace health and safety in Victoria; and
 - (v) review incident reporting trends and compare incidents reported to each party.
- (b) The relationship managers may meet as necessary to assess the general operation of this MOU and to discuss the ongoing relationship between the parties.

5.3 Information sharing

- (a) The parties recognise the value of sharing information, while recognising that they each have obligations in relation to the protection of information.

- (b) Where appropriate and subject to legislated restrictions on disclosure of information and in accordance with clause 6, the parties will share information that is relevant to the regulatory functions of the parties, including any reports resulting from investigations of Incidents.
- (c) The parties will invite staff to participate in relevant training and workshops conducted by either organisation from time to time.

5.4 **Staff awareness of MOU**

- (a) Each party will take reasonable steps to ensure that its staff and contractors are fully informed of the content and overall purpose of this MOU at all times.
- (b) All officers involved in the investigation of any matters that relate to this MOU will have a copy of or have access to this MOU.

5.5 **Announcements or releases**

- (a) A party may not make any public announcements or press releases relating to this MOU without first consulting with, and obtaining consent from, the other party. The parties must reasonably agree on the form and content of any such announcements or releases.

6. **PRIVACY AND CONFIDENTIALITY**

6.1 **Privacy**

The parties:

- (a) acknowledge that they will be bound by the Privacy Legislation with respect to any act done or practice engaged in by them under or in connection with this MOU;
- (b) agree to co-operate with any reasonable request of the other relating to the protection of Personal Information or Health Information or the investigation of a complaint about the handling of Personal Information or Health Information; and
- (c) will co-operate to ensure they do not cause any other party to breach any privacy obligations that Party has at law.

6.2 **Confidentiality**

- (a) A party who has received information under this MOU must not use it except for the purpose, principles and objectives outlined in this MOU.
- (b) Subject to clause 6.2(c), if a party wishes to use or disclose information provided pursuant to this MOU for any other purpose, that party must seek prior written consent of the party who supplied the information. Such consent may be given or withheld in the supplying party's absolute discretion.
- (c) Nothing in this MOU prevents either party from disclosing information:
 - (i) if required to do so by law, including in response to a request made under the **Freedom of Information Act 1982** (Vic.); or
 - (ii) if required to do so in connection with legal proceedings relating to this MOU.
- (d) A party who has received information under this MOU must, on the request of the other party, immediately deliver to that party all documents or other materials containing or referring to that information which are in its possession, power or control or in the possession, power or control of persons who have received information from it under clause 5.3.

- (e) This clause 6.2 shall not apply to information which is:
 - (i) publicly known;
 - (ii) already known to the receiving party; or
 - (iii) permitted under legislation to be disclosed by either WorkSafe or the Safety Director to a third party without restriction.
- (f) This clause 6.2 will survive termination (for whatever reason) of this MOU.

7. AMENDMENT, VARIATION OR MODIFICATION

7.1 Review

- (a) The parties will formally review this MOU three years after the date of execution and subsequent to that, at regular intervals not exceeding three years or as agreed between the parties.
- (b) Either Party may reasonably request a review of this MOU at any time.

7.2 Variation

- (a) Either Party may reasonably request the other party to agree to a variation of this MOU. Where the other Party agrees, the amendments will be set out in writing in a format agreed to by the parties, signed by both parties and annexed to the original MOU.
- (b) In developing the Protocol pursuant to clause 4.1, the parties will amend this MOU as required.
- (c) The date of effect of the variation will be the date on which the amending document is executed or such other date as may be nominated by the parties.

7.3 Termination

- (a) This MOU will remain in force unless terminated by the parties pursuant to this clause 7.3.
- (b) Either party may terminate this MOU by giving 30 days' written notice to the other party.
- (c) Both parties may agree to terminate this MOU immediately by written consent.
- (d) Termination will take effect from the date specified in the written notice.

8. GENERAL

8.1 Dispute Resolution

The parties agree to co-operate and use all reasonable endeavours to resolve any disputes or differences between them (Disputes). Disputes which remain unresolved for 30 days or more will be referred to the WorkSafe Chief Executive and the Safety Director, or their respective nominees, for binding resolution.

8.2 No Authority

Neither party may enter into any agreement or incur any liabilities on behalf of the other party without that other party's prior written consent and may not represent to any person that it has any authority to do so.

8.3 Counterparts

This MOU may be executed in any number of counterparts.

8.4 Costs and Expenses

Each party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of this MOU and any other related documentation.

- 8.5 In this MOU, unless expressed to the contrary:
- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other gender;
 - (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
 - (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation; and
 - (vi) a reference to a clause is a reference to a clause of this MOU.

EXECUTION

SIGNED by the **DIRECTOR,**)
TRANSPORT SAFETY)
for and on behalf of the **CROWN IN**)
RIGHT OF THE STATE OF VICTORIA)
in the presence of:)

Witness (Signature) (Signature)

Witness (Print name) David Hourigan

Date: _____

SIGNED by **Clare Amies, Chief Executive**)
for and on behalf of the **Victorian**)
WorkCover Authority in the presence of:)
)
)

Witness (Signature) (Signature)

Witness (Print name) Clare Amies

Date: _____

Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C236

The Minister for Planning has approved Amendment C236 to the Cardinia Planning Scheme.

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

The Amendment applies Public Acquisition Overlay – Schedule 6 to the site and updates Clause 45.01 of the Cardinia Planning Scheme to specify the Minister for Education as the acquiring authority for the acquisition.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection or free of charge, during office hours, at the offices of Cardinia Shire Council, 20 Siding Avenue, Officer.

STUART MENZIES

Director

State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

CASEY PLANNING SCHEME

Notice of Approval of Amendment

Amendment C239

The Minister for Planning has approved Amendment C239 to the Casey Planning Scheme.

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

The Amendment corrects a technical error that occurred during the approval of Amendment C202 by amending the Schedule to Clause 43.01 Heritage Overlay to delete the interim heritage control expiry dates for Heritage Overlays HO198, HO199, HO200 and HO201.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Casey City Council, Bunjil Place, Patrick Northeast Drive, Narre Warren.

STUART MENZIES

Director

State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

DAREBIN AND WHITTLESEA PLANNING SCHEMES

Notice of Approval of Amendment

Amendment GC86

The Minister for Planning has approved Amendment GC86 to the Darebin and Whittlesea Planning Schemes.

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

The Amendment facilitates the level crossing removal at High Street, Reservoir, by allowing the use and development of land for the project in accordance with the ‘High Street, Reservoir Level Crossing Removal Project, Incorporated Document, March 2018’.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of Darebin City Council, 274 Gower Street, Preston, and Whittlesea City Council, 25 Ferres Boulevard, South Morang.

STUART MENZIES

Director

State Planning Services

Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

MELBOURNE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C317

The Minister for Planning has approved Amendment C317 to the Melbourne Planning Scheme.

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

The Amendment facilitates an amended design for the Victoria Police Precinct redevelopment at 263–283 Spencer Street and 313 Spencer Street, Docklands, by introducing the ‘Victoria Police Precinct, Sky Bridges Incorporated Document – June 2018’ in the Schedules to Clause 52.03 and Clause 81.01.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the City of Melbourne, Planning and Building Reception Counter, Level 3, 240 Little Collins Street, Melbourne.

STUART MENZIES

Director

State Planning Services

Department of Environment, Land, Water and Planning

ORDERS IN COUNCIL

Land Acquisition and Compensation Act 1986
CERTIFICATION PURSUANT TO SECTION 5(3) OF THE
LAND ACQUISITION AND COMPENSATION ACT 1986

Order in Council

The Governor in Council under section 5(3) of the **Land Acquisition and Compensation Act 1986**, certifies the land shown as:

- ‘Lot 1’, ‘Road’ and ‘Proposed Road’ (sic) on Plan PS812841Y prepared by Cardno and annexed to this Order in Council, being part of Lot 1 on Plan of Subdivision PS442992M in Certificate of Title Volume 10587 Folio 943; and
- ‘Lot A’, ‘Reserve No 1’ and ‘Road’ on Plan PS812840B prepared by Cardno and annexed to this Order in Council, being part of Lot D on Plan of Subdivision PS721459C in Certificate of Title Volume 11620 Folio 381,

as land for which reservation is undesirable and contrary to the public interest.

This Order comes into effect on the date it is published in the Government Gazette.

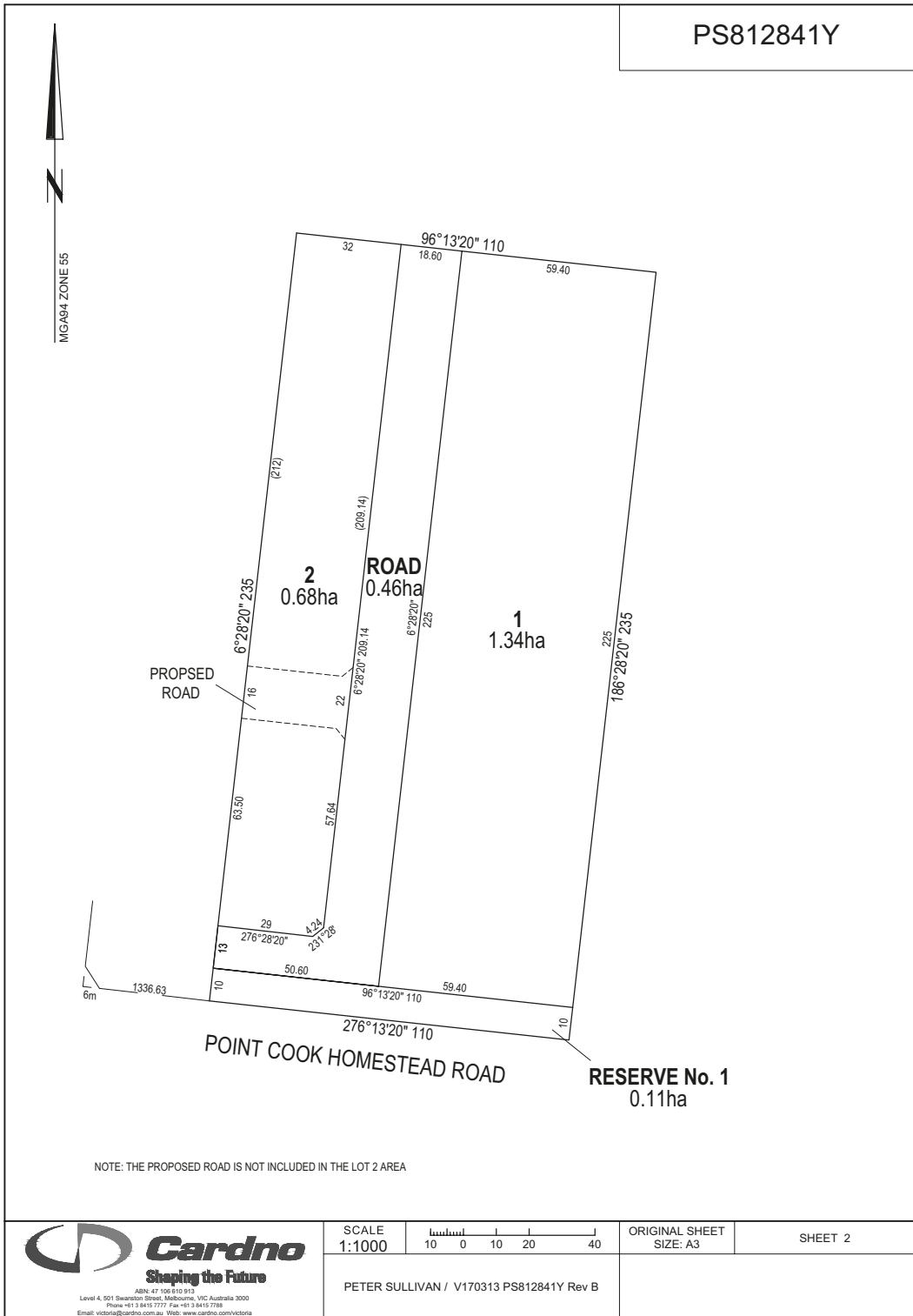
Dated 13 June 2018

Responsible Minister:

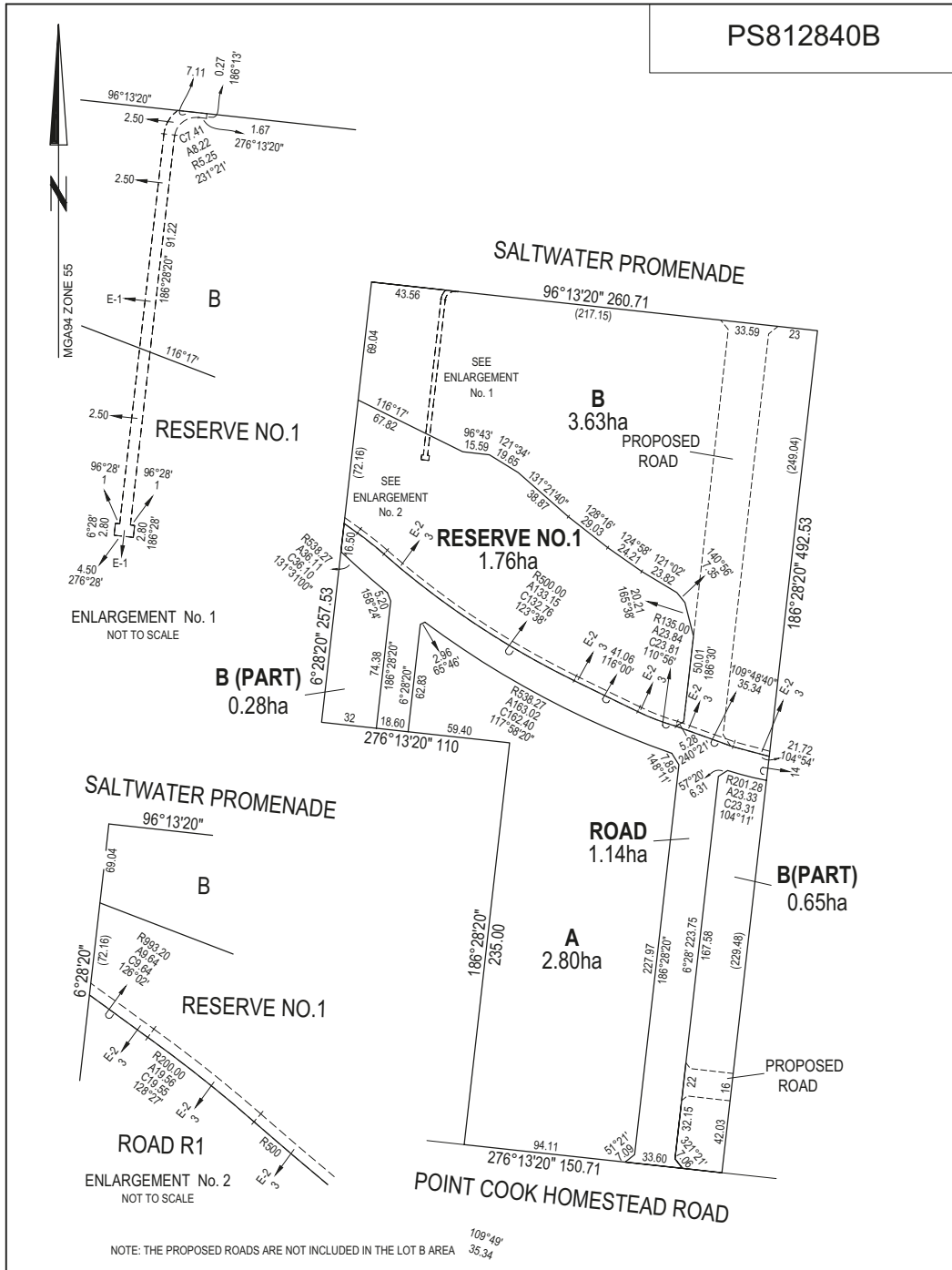
HON MARTIN PAKULA MP

Attorney-General

ANDREW ROBINSON
Clerk of the Executive Council



PS812840B



NOTE: THE PROPOSED ROADS ARE NOT INCLUDED IN THE LOT B AREA

<p>ABN: 47 106 610 913 Level 4, 501 Swanton Street, Melbourne, VIC Australia 3000 Phone: +61 3 9415 7777 Fax: +61 3 9415 7788 Email: victoria@cardno.com.au Web: www.cardno.com/victoria</p>	SCALE 1:2000		ORIGINAL SHEET SIZE: A3	SHEET 2
	PETER SULLIVAN / V170313 PS812840B Rev C			

Major Events Act 2009

MAJOR SPORTING EVENT ORDERS FOR INTERNATIONAL RUGBY UNION
TEST MATCHES AND SUPER RUGBY MATCHES TO BE HELD AT THE
MELBOURNE CRICKET GROUND, DOCKLANDS STADIUM, AAMI PARK AND
KARDINIA PARK BETWEEN 2018 AND 2022

Order in Council

The Governor in Council under section 7 of the **Major Events Act 2009** (the Act) specifies each of the matters in Column 2 of Tables 1–4 in accordance with the corresponding section of the Act in Column 1 of Tables 1–4.

Table 1: International Rugby Union Test Matches and Super Rugby Matches held at the Melbourne Cricket Ground

Column 1 – Section and Description	Column 2 – Matter Specified
8(1)(a) Major sporting event:	International Rugby Union Matches and/or Super Rugby Matches
8(1)(b) Event venue:	Melbourne Cricket Ground
8(2)(a) Event organiser:	Australian Rugby Union
8(2)(b) Event area:	The land within Yarra Park Reserve outlined by the red border and cross-hatched in red on the plan LEGL./09-406 lodged in the Central Plan Office.
8(2)(e) Crowd management period:	Starting at 10.00 am and ending at midnight on match day.
8(2)(i) Parts of the Act that apply to the major sporting event specified in this table:	Part 4 (Crowd Management).

Table 2: International Rugby Union Test Matches and Super Rugby Matches held at Docklands Stadium

Column 1 – Section and Description	Column 2 – Matter Specified
8(1)(a) Major sporting event:	International Rugby Union Matches and/or Super Rugby Matches
8(1)(b) Event venue:	Docklands Stadium
8(2)(a) Event organiser:	Australian Rugby Union
8(2)(b) Event area:	The land as depicted by the area outlined by the red border and cross-hatched in yellow on the plan LEGL./13-047 lodged in the central plan office.
8(2)(e) Crowd management period:	Starting at 10.00 am and ending at midnight on match day.
8(2)(i) Parts of the Act that apply to the major sporting event specified in this table:	Part 4 (Crowd Management).

Table 3: International Rugby Union Test Matches and Super Rugby Matches held at AAMI Park	
Column 1 – Section and Description	Column 2 – Matter Specified
8(1)(a) Major sporting event:	International Rugby Union Matches and/or Super Rugby Matches
8(1)(b) Event venue:	Melbourne Rectangular Stadium as depicted by the area outlined in red on the plan LEGL./14-096 lodged in the central plan office.
8(2)(a) Event organiser:	Australian Rugby Union
8(2)(b) Event area:	The land as depicted by the area outlined by the yellow border and cross-hatched in yellow on the plan LEGL./14-096 lodged in the central plan office.
8(2)(e) Crowd management period:	Starting at 10.00 am and ending at midnight on match day.
8(2)(i) Parts of the Act that apply to the major sporting event specified in this table:	Part 4 (Crowd Management).

Table 4: International Rugby Union Test Matches and Super Rugby Matches held at Kardinia Park	
Column 1 – Section and Description	Column 2 – Matter Specified
8(1)(a) Major sporting event:	International Rugby Union Matches and/or Super Rugby Matches
8(1)(b) Event venue:	Kardinia Park Stadium as depicted by the area outlined yellow in the plan LEGL./14-004 lodged in the Central Plan Office.
8(2)(a) Event organiser:	Australian Rugby Union
8(2)(b) Event area:	The land within and adjoining Kardinia Park and including Moorabool Street in Geelong outlined by the red border and cross-hatched in red on the plan LEGL./14-004 lodged in the Central Plan Office.
8(2)(e) Crowd management period:	Starting at 10.00 am and ending at midnight on match day.
8(2)(i) Parts of the Act that apply to the major sporting event specified in this table:	Part 4 (Crowd Management).

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

Dated 13 June 2018

Responsible Minister:

HON JOHN EREN MP

Minister for Tourism and Major Events

ANDREW ROBINSON
Clerk of the Executive Council

Public Administration Act 2004ESTABLISHMENT OF MAJOR ROAD PROJECTS AUTHORITY AS AN
ADMINISTRATIVE OFFICE

Order in Council

The Governor in Council under section 11(a) of the **Public Administration Act 2004** establishes the Administrative Office listed in Column 1 of the table below in relation to the Department listed in Column 2 of the table below.

Column 1

Major Road Projects Authority

Column 2Department of Economic Development, Jobs,
Transport and Resources

This Order comes into effect on 1 July 2018.

Dated 13 June 2018

Responsible Minister:

THE HON DANIEL ANDREWS MP

Premier

ANDREW ROBINSON
Clerk of the Executive Council

Public Administration Act 2004RENAMING OF THE MELBOURNE METRO RAIL AUTHORITY TO
RAIL PROJECTS VICTORIA

Order in Council

The Governor in Council under section 11(c) of the **Public Administration Act 2004** changes the name of the Administrative Office listed in Column 1 of the table below to the name in Column 2 of the table below.

Column 1

Melbourne Metro Rail Authority

Column 2

Rail Projects Victoria

This Order comes into effect on the date it is published in the Government Gazette.

Dated 13 June 2018

Responsible Minister:

THE HON DANIEL ANDREWS MP

Premier

ANDREW ROBINSON
Clerk of the Executive Council

LATE NOTICES

Electoral Act 2002

CHANGE TO REGISTER OF POLITICAL PARTIES

In accordance with section 51(5)(e) of the **Electoral Act 2002**, I hereby give notice of the following change to the Register of Political Parties.

Name of registered political party: Derryn Hinch's Justice Party.

New address: 4th Floor, St Kilda Towers, 1 Queens Road, Melbourne, Victoria 3004.

Dated 6 June 2018

WARWICK GATELY, AM
Victorian Electoral Commission

Electoral Act 2002

REGISTRATION OF POLITICAL PARTY

In accordance with section 50 of the **Electoral Act 2002**, the following party is hereby registered as a political party:

Name of party: Victorian Socialists.

Dated 6 June 2018

WARWICK GATELY, AM
Victorian Electoral Commission

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

Notice is hereby given under section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from SAI Global Bookshop, 85 Buckhurst Street, South Melbourne, on the date specified:

71. *Statutory Rule:* Occupational Health and Safety Amendment Regulations 2018
- Authorising Act:* Occupational Health and Safety Act 2004
- Date first obtainable:* 13 June 2018
- Code A*
72. *Statutory Rule:* Drugs, Poisons and Controlled Substances Amendment (Real-time Prescription Monitoring) Regulations 2018
- Authorising Act:* Drugs, Poisons and Controlled Substances Act 1981
- Date first obtainable:* 13 June 2018
- Code B*
-

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