



# Victoria Government Gazette

By Authority of Victorian Government Printer

**No. G 11 Thursday 19 March 2020**

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**GENERAL**

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As from 19 March 2020

The last Special Gazette was No. 134 dated 18 March 2020.

The last Periodical Gazette was No. 1 dated 29 May 2019.

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**How To Submit Copy**

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  - or contact our office on 8523 4601  
between 8.30 am and 5.30 pm Monday to Friday
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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)  
EASTER WEEK 2020**

**Please Note New Deadlines for General Gazette G15/20:**

The Victoria Government Gazette (General) for **EASTER** week (G15/20) will be published on **Thursday 16 April 2020**.

**Copy deadlines:**

Private Advertisements

**9.30 am on Thursday 9 April 2020**

Government and Outer

Budget Sector Agencies Notices

**9.30 am on Thursday 9 April 2020**

**Office Hours:**

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

JENNY NOAKES  
Government Gazette Officer

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**PRIVATE ADVERTISEMENTS****Land Act 1958**

Notice is hereby given that Karen Garraway has applied for a lease pursuant to section 134 of the **Land Act 1958**, for a term of five (5) years in respect of Crown Allotment 6, Section 11, Parish of Bittern containing 1567 m<sup>2</sup> as a site for residence, kiosk and associated activities.

Ref. No.: 120385.

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Re: JAMES ROBERT HARPER, late of 17 McBride Street, Seaford, Victoria, musician, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 November 2019, are required by the trustees, Anthony James Harper, Kevin John Harper, and Samantha Maree Conway, to send particulars to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which they have notice.

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

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Creditors, next-of-kin and others having claims in respect of the estate of JEFFREY BRUCE SMART, deceased, late of 957 Burwood Highway, Ferntree Gully, Victoria, metal worker, who died on 25 August 2019, are requested to send particulars of their claims to the administrators, Leonard Francis Smart and Janice Rebecca Smart, care of the undersigned solicitors, by 22 May 2020, after which date they will convey or distribute the assets, having regard only to the claims of which they then have notice.

AITKEN PARTNERS, solicitors,  
Level 28, 140 William Street, Melbourne 3000.

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**NOTICE TO CLAIMANTS UNDER  
TRUSTEE ACT 1958**

(SECTION 33 NOTICE)

Notice to Claimants

ZORA ARDELJAN, also known as Zorika Ardeljan or Zorica Ardeljan, late of 18 Freemans Road, Altona North, in the State of Victoria, retired process worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 3 October 2019, are required by the executors, Philip James Ardeljan and Jasmine Stefanides, to send particulars of their claim to the executors, care of the undermentioned solicitors, by 1 July 2020, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

ANTHONY G. BLACK LAWYER PTY LTD,  
27 Ferguson Street, Williamstown,  
Victoria 3016.

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**NOTICE TO CLAIMANTS UNDER  
TRUSTEE ACT 1958**

(SECTION 33 NOTICE)

Notice to Claimants

LILLIAN ROSEMARY LAMBDEN, late of 297 Queen Street, Altona Meadows, in the State of Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 19 June 2019, are required by the executor, Gavan John Black, to send particulars of their claim to him, care of the undermentioned solicitors, by 27 May 2020, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

ANTHONY G. BLACK LAWYER PTY LTD,  
27 Ferguson Street, Williamstown,  
Victoria 3016.

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**NOTICE TO CLAIMANTS UNDER  
TRUSTEE ACT 1958**

(SECTION 33 NOTICE)

Notice to Claimants

NOLA MORAN, late of 50 Pickett Street, Footscray, in the State of Victoria, retired process worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 19 May 2019, are required by the executor, Anthony Gavan Black, to send particulars of their claim to him, care of the undermentioned solicitors, by 1 June 2020,

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

ANTHONY G. BLACK LAWYER PTY LTD,  
27 Ferguson Street, Williamstown,  
Victoria 3016.

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LEFThERIA STEFANOVSKA, late of  
21 Elizabeth Drive, Lator, in the State of  
Victoria, pensioner, deceased.

Creditors, next-of-kin and others having  
claims in respect of the estate of the deceased,  
who died on 15 September 2019, are required  
by the executor, Gele Stefanovski, care of Arthur  
J. Dines & Co., solicitors, 2 Enterprise Drive,  
Bundoora, in the said State, to send particulars  
to him by 18 May 2020, after which date the  
executor may convey or distribute the assets,  
having regards only to claims to which he has  
notice.

Dated 6 March 2020

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

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TIMOTHY VERNON MATTINGLEY,  
late of 31 Blackburn Road, Doncaster East,  
Victoria 3109.

Creditors, next-of-kin and others having  
claims in respect of the estate of the deceased,  
who died on 8 November 2018, are required  
by the personal representative, Jason Brett  
Mattingley, to send particulars to him, care of  
the undermentioned solicitors, by 23 May 2020,  
after which date the personal representative may  
convey or distribute the assets, having regard  
only to the claims of which he then has notice.

AUGHTERSONS,  
267 Maroondah Highway, Ringwood 3134.

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Re: The estate of LEAH PATRICIA  
EDWARDS, late of 669A The Esplanade,  
Morningson, Victoria.

Creditors, next-of-kin and others having  
claims in respect of the estate of the deceased,  
who died on 6 December 2019, are required  
by the executors, Katie Rebecca Edwards and  
Robert Gerrard Edwards, to send particulars to  
them, care of the undersigned solicitors, by a  
date not later than two months from the date of

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

BEAUMARIS LAW, legal practitioners,  
6/1 North Concourse, Beaumaris 3193.

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Re: LAWRENCE EDWARD McLEOD,  
deceased.

Creditors, next-of-kin and others having  
claims in respect of the estate of the deceased,  
who died on 3 September 2019, are required  
by the trustee of the estate, Ivy Margaret  
Wilshire, to send particulars to her, care of the  
undermentioned solicitors, by a date not later  
than 27 August 2020, after which date the trustee  
may convey or distribute the assets, having  
regard only to the claims of which she has notice.

DANAHER LEGAL,  
Level 7, 333 Collins Street, Melbourne,  
Victoria 3000.

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JOYCE MARGARET MOORE, late of  
Village Glen Aged Care Residences, 34a Balaka  
Street, Capel Sound, Victoria, retired secretary,  
deceased.

Creditors, next-of-kin and others having  
claims in respect of the estate of the deceased,  
who died on 18 November 2019, are required  
by the executor, Equity Trustees Limited,  
ACN 004 031 298, of Level 1, 575 Bourke  
Street, Melbourne, Victoria, to send particulars  
to it by 19 May 2020, after which date it may  
convey or distribute the assets, having regard  
only to the claims of which it then has notice.

DAVID DAVIS & ASSOCIATES,  
Suite 2, 733 High Street, Thornbury,  
Victoria 3071.

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JOHN ALAN NELSON, late of 11 Park  
Street, Pascoe Vale, Victoria, pensioner,  
deceased.

Creditors, next-of-kin and others having  
claims in respect of the estate of the deceased,  
who died on 19 July 2019, are required by  
the executor, Peter Leonard Nelson, to send  
particulars to him, care of the undermentioned

lawyers, by 19 May 2020, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

DAVID DAVIS & ASSOCIATES, lawyers,  
Suite 2, 733 High Street, Thornbury,  
Victoria 3071.

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MARGARET BERNADETTE THOMAS,  
late of 15 Lowndes Street, Kennington, Victoria,  
retired nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 February 2019, are required by the executor, Equity Trustees Wealth Services Limited, ACN 006 132 332, of Level 1, 575 Bourke Street, Melbourne, Victoria, to send particulars to it by 19 May 2020, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

DAVID DAVIS & ASSOCIATES,  
Suite 2, 733 High Street, Thornbury,  
Victoria 3071.

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Re: PAUL SONCIN, late of 11 Geum Street,  
Hadfield, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 October 2019, are required by the trustee, Dean Michael Soncin, 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.

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Re: MAURICE ZAMMIT, late of 49 South  
Circular Road, Gladstone Park, Victoria,  
deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 August 2019, are required by the trustee, Malcolm Zammit, 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.

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Re: BRONWYN ANNE FARBER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 December 2019, are required by the personal representative, Jay Scott Farber, to send particulars to the personal representative, care of its below lawyers, by 18 May 2020, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which it has notice.

HALL & WILCOX LAWYERS,  
Level 11, Rialto South Tower, 525 Collins Street,  
Melbourne 3000.

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BASIL JOHN SLOAN, late of 1342  
Maryborough–Dunolly Road, Bet Bet, Victoria  
3472, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 28 October 2018, are required by the trustees, Stacey Lea Sloan and Marcus John Sloan, to send particulars of their claims to the trustees, 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 trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

JOHN BOUNDY LEGAL,  
92 Wills Street, Bendigo, Victoria 3550.

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Creditors, next-of-kin and others having claims in respect of the estate of STANLEY MARTIN HICKEY, late of Vasey RSL Care, 85 Overport Road, Frankston South, Victoria, deceased, who died on 1 June 2019, are required by the executor, Allan Raymond St Clair, to send particulars of their claims to the said executor, care of his undermentioned solicitors, by 20 May 2020, after which date he will convey or distribute the assets, having regard only to the claims of which he then has notice.

LAWSON HUGHES PETER WALSH, lawyers,  
Level 2, 533 Little Lonsdale Street,  
Melbourne 3000.

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RETA WILLIAMS, late of 25/11–45 Derby Street, Moonee Ponds, in the State of Victoria, retail manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died at Moonee Ponds, Victoria, on 21 August 2019, are required by Gary Marshall Ayton, the executor and trustee of the estate of the said named deceased, to send particulars of their claims to them, care of McNab McNab & Starke, 21 Keilor Road, Essendon, Victoria 3040, by 14 April 2020, after which date they may convey or distribute the assets of the estate, having regard only to the claims of which they then have notice.

Dated 9 March 2020

McNAB McNAB & STARKE,  
21 Keilor Road, Essendon, Victoria 3040.  
Ph: 9379 2819, Fax: 9374 1041.  
Ref: MCS:191182.

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Re: MARY ELIZABETH McCORMACK, also known as Mollie McCormack, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 October 2019, are required by the trustee, Sean Ashley McCormack, to send particulars to his solicitors at the address below by 19 May 2020, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MST LAWYERS,  
315 Ferntree Gully Road, Mount Waverley 3149.

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Re: JOYCE DOLORES BRATSPIES, late of BlueCross Scotchman's Creek Residential Aged Care Facility, 450 Waverley Road, Mount Waverley, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 September 2019, are required by the trustee, Sylvia Jennifer Van Caem, to send particulars to the trustee, care of the undermentioned solicitors, by 22 May 2020, 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,  
Suite 101, 177 Surrey Road, Blackburn 3130.  
CD:2191955.

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Re: JAMES CORRIE GRUNDILL, late of 28 Coxon Parade, North Geelong, Victoria 3125.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 December 2019, are required by the executor, Graeme Corrie Grundill, to send particulars of such claims to him at the undermentioned address by 21 May 2020, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

Graeme Corrie Grundill, care of  
MAURICE BLACKBURN LAWYERS,  
Level 21, 380 La Trobe Street, Melbourne 3000.  
Tel: (03) 9605 2700. Ref: AEJ/5506002.

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Re: GLENN ROBERT JOHNSON, late of 47 St Phillip Street, Brunswick East, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 June 2019, are required by the administrators, William James Johnson and Patricia May Johnson, to send particulars of such claims to them at the undermentioned address by 21 May 2020, after which date the administrators may convey or distribute the assets, having regard only to the claims of which they then have notice.

William James Johnson and  
Patricia May Johnson, care of  
MAURICE BLACKBURN LAWYERS,  
Level 21, 380 La Trobe Street, Melbourne 3000.  
Tel: (03) 9605 2700. Ref: AEJ/5474036.

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Re: SHIRLEY GRACE WILLSON, late of 2/24 White Street, Mount Waverley, Victoria 3149.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 August 2019, are required by the executor, Rhonda Jayne Willson, to send particulars of such claims to her at the undermentioned address by 21 May 2020, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

Rhonda Jayne Wilson care of  
MAURICE BLACKBURN LAWYERS,  
Level 21, 380 La Trobe Street, Melbourne 3000.  
Tel: (03) 9603 2700. Ref: AEJ/5482536.

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Re: LILIAN JEAN BARRETT FREW, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 October 2019, are required by the legal personal representatives, Alexandra Marie Frew, Robert Maxwell Frew and Peter James Davison, to send particulars to the legal personal representatives, care of Moores, Level 1, 5 Burwood Road, Hawthorn, Victoria, by 19 May 2020, after which date the legal personal representatives may convey or distribute the assets, having regard only to the claims of which the legal personal representatives have notice.

MOORES,  
Level 1, 5 Burwood Road, Hawthorn,  
Victoria 3122.

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Re: AMANDA JANE WILLIAMS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 September 2019, are required by the personal representative, Katherine Elizabeth Macumber, to send particulars to the personal representative, care of Moores, Level 1, 5 Burwood Road, Hawthorn, Victoria, by 19 May 2020, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which the personal representative has notice.

MOORES,  
Level 1, 5 Burwood Road, Hawthorn,  
Victoria 3122.

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Re: Estate of EDNA OLWYN GREEN.

Creditors, next-of-kin and others having claims in respect of the estate of EDNA OLWYN GREEN, deceased, late of Bluecross, Room 1.15, 250 Waterdale Road, Ivanhoe, retired, who died on 27 November 2019, are required by the executor, Anthea Olwyn Green, to send particulars of their claims to the undersigned solicitors, by 19 May 2020, after which date she will convey or distribute the assets, having regard only to the claims of which she then has notice.

MORROWS LEGAL,  
Level 13, Freshwater Place,  
2 Southbank Boulevard, Southbank,  
Victoria 3006.  
[rjaved-may@morrows.com.au](mailto:rjaved-may@morrows.com.au)

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Re: MIRIAM ANNE VAN DYK, late of 9 O'Connell Road, Foster, Victoria 3960, but formerly of 30 Mattsons Road, Port Franklin, Victoria 3964.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 October 2019, are required by the executors, Anthony William Petersen, Anthony Robert Vuillermin and Johanna Theodora Cowell, care of the undermentioned firm, to send particulars to the executors by a date not later than three months from the date of publication hereof, after which date the executors may convey or distribute the assets, having regard only to the claims of which the executors have notice.

OAKLEYS WHITE LAWYERS,  
65 Main Street, Foster 3960.

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MARGARET ROSE CAMPBELL, late of Mercy Place Montrose, 991 Mount Dandenong Tourist Road, Montrose, Victoria, retired nurse executive, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 July 2019, are required by the executors, Simon John O'Brien and Carole Ann Gannon, to send particulars to them, at the undermentioned address, within 60 days of publication of this notice, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

SIMON O'BRIEN and CAROLE GANNON,  
110 Argyle Street, Fitzroy, Victoria 3065.

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Re: RAYMOND NEIL BOYD, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 August 2019, are required by the trustee, Mr John Patrick Toohey, to send particulars to him, care of the undermentioned solicitors, by 21 May 2020, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

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Creditors, next-of-kin or others having claims in respect of the estate of ALMA MERLE BARKELL, deceased, who died on 5 January 2020, are to send particulars of their claims to the executors, care of the undermentioned solicitors, by 13 May 2020, after which date the executors will distribute the assets, having regard only to the claims of which the executors then have notice.

RIGBY COOKE LAWYERS,  
Level 11, 360 Elizabeth Street, Melbourne,  
Victoria 3000.

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DOMENICO SERVELLI, late of 28 Williamson Road, Maribyrnong, Victoria, business owner/panel beater, deceased.

Creditors, next-of-kin and all others having claims in respect of the deceased, who died on 21 November 2018, are required by the executrix, Maria Servelli, to send particulars of their claim to the executrix, care of the undermentioned solicitors, by 14 May 2020, after which date the executrix may convey or distribute the assets, having regards only to the claims of which the executrix has notice.

SPENCER LAW PARTNERS,  
Level 1, 280 Spencer Street, Melbourne,  
Victoria 3000.

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PETER HAYTHORPE, late of Vasey RSL Care, Room 16, 85 Overport Road, Frankston South, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 January 2020, are required by the executor, Gregg Haythorpe, to send particulars to him, care of the undermentioned solicitors, by 25 May 2020, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

STIDSTON WARREN LAWYERS,  
Suite 1, 10 Blamey Place, Mornington 3931.

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Re: KENNETH ROBERT EDWARDS, late of 70 Laverock Road, Warrnambool, Victoria 3280, retired car dealer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 July 2019, are required by

the executors and trustees, Robert Lawrence Edwards and Margaret Edwards, to send particulars to them, care of the undermentioned solicitors, by 19 May 2020, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

TAITS LEGAL,  
38 Bank Street, Port Fairy, Victoria 3284.

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Re: THOMAS IAN LAIDLAW, late of 'Glenburnie', MacArthur, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 December 2019, are required to send particulars of their claims to the executor, care of GPO Box 1946, Melbourne, Victoria 3001, by 12 June 2020, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

WILLS & PROBATE VICTORIA, lawyers,  
Level 3, 20–22 McKillop Street, Melbourne 3000.

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**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES****INDIGO SHIRE COUNCIL****Adoption of Local Law #3 – Meeting Procedures and Common Seal**

Notice is hereby given that at their Ordinary Council meeting on 25 February 2020 the Indigo Shire Council (Council) adopted Local Law No. 3: Meeting Procedures and Common Seal.

The Local Law commenced operation on 26 February 2020.

The purpose of the Local Law is to:

- 1.1 provide a mechanism to facilitate the good government of the Council through its formal meeting procedure to ensure effective and efficient Council decisions are made in a manner which acknowledges the role of local government within the Australian system of government;
- 1.2 promote and encourage community participation in the system of local government by providing mechanisms for the Council to ascertain the community's views and expectations;
- 1.3 regulate and control the election of Mayor and the Chairperson of any Special Committee;
- 1.4 regulate and control the procedures governing the conduct of meetings;
- 1.5 provide for the administration of the Council's powers and functions;
- 1.6 provide generally for the peace, order and good government of the municipal district; and
- 1.7 regulate the use of the common seal.

Copies of the Local Law can be obtained or inspected on the Council website at [www.indigoshire.vic.gov.au](http://www.indigoshire.vic.gov.au) or at Council's Customer Service Centres.

**TREVOR IERINO**  
Chief Executive Officer

**PROPOSAL TO AMEND THE ACTIVITIES AND GENERAL AMENITIES  
LOCAL LAW 2018–2028****Local Government Act 1989 – Section 119(2)**

At Tuesday 10 March 2020 Ordinary Council meeting, Council resolved to:

- a. Endorse the proposed changes to the Activities and General Amenities Local Law 2018–2028 (Local Law) and the draft community impact statement, for the purposes of consultation and to assist with the public submission process.
- b. Place a notice in the Victoria Government Gazette, the Moonee Valley Leader and on Council's website, advising of Council's intention to amend the Local Law, in accordance with sections 119 and 223 of the **Local Government Act 1989**, stating:
  - I. The purpose of the proposed amendments to the current Local Law;
  - II. That a copy of the proposed amended Local Law and community impact statement can be obtained from Council's website or Civic Centre; and
  - III. That any person affected by the proposed changes to the Local Law may make a submission under section 223 of the **Local Government Act 1989**. Submissions can be received from Friday 13 March 2020 until close of business on Friday 10 April 2020.
- c. Authorise the establishment of an advisory committee consisting of all Councillors, to consider any submission received.

- d. Authorise the Chief Executive Officer to arrange the time and date of the advisory committee if required.
- e. A further report be provided to Council at the completion of the submission process.

Written submissions will be considered in accordance with section 223 of the **Local Government Act 1989** and should be addressed to the Chief Executive Officer, Moonee Valley City Council, PO Box 126, Moonee Ponds 3039, or hand delivered at the Civic Centre, 9 Kellaway Avenue, Moonee Ponds.

Written submissions must be received at the Council Offices no later than the close of business on Monday 20 April 2020.

Any person who makes a written submission can ask to be heard by the Council in support of their submission and may be represented by a person (who is specified in their submission), to act on their behalf. Council will hear any person who has made a submission and requested to be heard at a special meeting of Council to be held on a date to be determined.

Copies of the proposed amendment to the Local Law and the accompanying draft Community Impact Statement can be viewed at the Civic Centre, 9 Kellaway Avenue, Moonee Ponds, or on the Council's website at [www.mvcc.vic.gov.au](http://www.mvcc.vic.gov.au)

BRYAN LANCASTER  
Chief Executive Officer

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## wyndhamcity

Wyndham Council has developed a draft Coastal and Marine Management Plan to guide the future use, development, environmental protection and enhancement of the Wyndham coastline.

A copy of the draft document can be accessed from Council's community engagement page The Loop at <https://theloop.wyndham.vic.gov.au/coastal-management-plan>

Submissions on the draft plan can be made until Monday 20 April 2020.

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### **Planning and Environment Act 1987** **GREATER GEELONG PLANNING SCHEME** Notice of Preparation of Amendment Amendment C399ggee

The City of Greater Geelong Council has prepared Amendment C399ggee to the Greater Geelong Planning Scheme.

The land affected by the Amendment is the land to which the Horseshoe Bend and Armstrong Creek Town Centre Precinct Structure Plans apply.

The Amendment proposes to:

- up-date the methodology used for the calculation of native vegetation offsets; and
- alter the following schedules in the planning scheme to refer to the revised Native Vegetation Precinct Plans:
  - Schedule 4 to Clause 37.07 Urban Growth Zone UGZ4,
  - Schedule 5 to Clause 37.07 Urban Growth Zone UGZ5,
  - Schedule to Clause 52.16 – Native Vegetation Precinct Plan, and
  - Schedule to Clause 72.04 – Documents incorporated in this planning scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at Greater Geelong City Council, Brougham Street Customer Service Centre, Ground Floor, 100 Brougham Street, Geelong – 8.00 am to 5.00 pm weekdays; 'Amendments' section of the City's website, [www.geelongaustralia.com.au/amendments](http://www.geelongaustralia.com.au/amendments); and at the Department of Environment, Land, Water and Planning website, [www.delwp.vic.gov.au/public-inspection](http://www.delwp.vic.gov.au/public-inspection)

Any person who may be affected by the Amendment may make a submission to the planning authority. 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. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

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.

The closing date for submissions is Monday 20 April 2020.

Submissions must be in writing and sent to: The Coordinator, Strategic Implementation Unit, City of Greater Geelong, PO Box 104, Geelong, Victoria 3220; or by email to [amendments@geelongcity.vic.gov.au](mailto:amendments@geelongcity.vic.gov.au); or lodged online at [www.geelongaustralia.com.au/amendments](http://www.geelongaustralia.com.au/amendments)

For further information call the Strategic Implementation Unit on 5272 4820.

PETER SMITH  
Coordinator Strategic Implementation

DEVENNY, Dominic, late of Coates Hostel (Alcheringa Group), 1 James Street, St Arnaud, Victoria 3478, deceased, who died on 1 November 2019.

HART, Soledad, late of Brooklyn House SRS, 132 Aphrasia Street, Newtown, Victoria 3220, deceased, who died on 14 September 2019.

LANCASTER, Iain Gwydion, also known as Iain Trevor Lancaster Smith, late of 2K/88 Raleigh Street, Windsor, Victoria 3181, pensioner, deceased, who died on 6 January 2020.

MILLS, Sharon Jean, late of Unit 3, 42 Coghill Street, Yarrowonga, Victoria 3730, deceased, who died on 11 December 2019.

MORONEY, Mathew Edward, late of 5 Dryden Street, Sale, Victoria 3850, deceased, who died on 25 December 2019.

MULLENGER, Myra June, late of 154 Daley Street, Glenroy, Victoria 3046, deceased, who died on 14 March 2019.

PRICE, Trevor Keith, late of Blackrock Tourist Park, 2115 North Circular Road, Port Hedland, Western Australia 6721, deceased, who died on 24 September 2019.

SUTHERLAND, Mark Ian, late of Unit 8, 40 Haywood Street, Morwell, Victoria 3840, deceased, who died on 20 October 2019.

TAYLOR, Edith Josephine, late of 129 Roseberry Street, Ascot Vale, Victoria 3032, deceased, who died on 9 April 1999.

Dated 10 March 2020

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 19 May 2020, 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.

ANTOINETTE, Maxime, late of 17 Coates Street, Moonee Ponds, Victoria 3039, retired, deceased, who died on 8 October 2019.

COTTIER, Kevin James, late of Grutzner House, Monash Street, Shepparton, Victoria 3630, pensioner, deceased, who died on 16 September 2019.

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 21 May 2020, 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.

BILLING, Peter John, late of Unit 6, 1131–1133 Eyre Street, Ballarat Central, Victoria 3350, deceased, who died on 2 November 2019.

BUMBAK, Mile, late of Cyril Jewell House Nursing Home, 68 Hassett Crescent, Keilor East, Victoria 3033, deceased, who died on 11 January 2020.

CHAPMAN, Vyvil Ivor, late of Clarendon Grange, 40 Stud Road, Bayswater, Victoria 3153, deceased, who died on 6 May 2019.

DIMITRIJEVIC, Slavoljub, late of St Basil's Homes for the Aged, 24–36 Lorne Street, Fawkner, Victoria 3060, deceased, who died on 19 November 2019.

FLEMING, John, also known as Daryl John Fleming, also known as Darryl John Fleming, late of 190 Payne Road, Beaconsfield, Victoria 3807, deceased, who died on 25 September 2018.

HARRIS, Cecil Gordon, late of Eden Park Residential Aged Care, 31 Thompson Street, East Geelong, Victoria 3219, deceased, who died on 27 June 2019.

JEWELL, David, late of Unit 17, 25 Cadles Road, Carrum Downs, Victoria 3201, deceased, who died on 14 July 2019.

PURTELL, Nadine, late of Singleton Project Blossom Park, 51 Azalea Avenue, Mill Park, Victoria 3082, deceased, who died on 13 May 2019. Date of Grant 24 December 2019.

ROBERTS, Ruth Isabel, late of Central Park, 101 Punt Road, Windsor, Victoria 3181, deceased, who died on 13 December 2019. Date of Grant 2 March 2020.

SHAW, Auriel Selina Mary, late of Villa Maria Nursing Home, 1424–1428 Plenty Road, Bundoora, Victoria 3083, deceased, who died on 1 December 2019.

SUMENJAK, Frank Nacek, late of Blackwood Cottage, 52 Sydney Road, Beechworth, Victoria 3747, deceased, who died on 22 December 2019.

TOGNON, Carol Ann, late of Unit 609, 38 Elgin Street, Carlton, Victoria 3053, deceased, who died on 28 August 2019.

Dated 12 March 2020

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 22 May 2020, 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.

MILLS, Paul Terence, late of 47 Hourigan Road, Morwell, Victoria 3840, deceased, who died on 7 December 2019.

MUNRO, Robert Charles, late of Tannoch Brae Aged Care, 46 Aldershot Road, St Albans Park, Victoria 3219, deceased, who died on 5 February 2019.

MURPHY, Raymond Arthur John, late of Nangatta Hostel Kalkee Community, 206 High Street, Belmont, Victoria 3216, deceased, who died on 29 October 2019.

VUKOVIC, Tomislav, late of 14 Waterloo Street, Brighton, Victoria 3186, deceased, who died on 21 July 2018.

WHITWORTH, Walter Herbert Alexander Benjamin, late of 38 Symons Street, Preston, Victoria 3072, deceased, who died on 2 July 2019.

WRIGHT, Andrew, late of no fixed place of abode, Melbourne, Victoria 3000, deceased, who died on 29 December 2019.

Dated 13 March 2020

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 26 May 2020, 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.

CHOMRAK, Reinhold, late of James Barker House, 64 Buckley Street, Footscray, Victoria 3011, deceased, who died on 3 January 2020.

HUGHES, Robert John, also known as Robert Hughes, late of 72 Stanley Street, Frankston, Victoria 3199, retired, deceased, who died on 14 November 2019.

McKAY, Amanda Lea, late of Apartment 3, 35 Alkira Avenue, Norlane, Victoria 3214, deceased, who died on 18 January 2020.

MILLER, Elizabeth Ann, late of Kingston Gardens Aged Care, 201 Clarke Road, Springvale South, Victoria 3172, deceased, who died on 10 April 2019. Date of Grant 11 March 2020.

PIRAINA, Alfredo, late of 13 James Street, Fawkner, Victoria 3060, deceased, who died on 11 May 2018.

PLATT, Stuart Graham, late of 11 Simpson Street, Noble Park, Victoria 3174, retired, deceased, who died on 15 March 2019.

SHIMONO, Eiko, late of Flat 6, 36 Narong Road, Caulfield North, Victoria 3161, retired, deceased, who died on 3 July 2019.

Dated 17 March 2020

### EXEMPTION

Application No. H440/2019

The Victorian Civil and Administrative Tribunal has considered an application under section 89 of the **Equal Opportunity Act 2010** (the Act) by the Australian Bureau of Statistics (ABS). The application for exemption is to enable the applicant to conduct the 2020 Personal Safety Survey (PSS) in a particular way, that is: to allocate the work to interviewers on the existing panel of ABS interviewers so that female interviewers conduct interviews with female respondents.

Having read the material filed in support of this application, and having heard from William Milne on behalf of the ABS, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 18, 21, 107 and 182 of the Act to enable the ABS to engage in the exempt conduct.

In granting this exemption, the Tribunal noted:

- In 2020, the ABS will be conducting its fourth iteration of the PSS.
- The broad objectives of the PSS are to:
  - a) provide information on people's feelings of safety at home and in the community and the nature of violence against women and men in Australia;
  - b) provide information to analyse changes over time in the prevalence of violence against women and men; and
  - c) provide information to improve understanding of the characteristics of violent incidents and partner violence.
- The ABS sought an exemption based on expert evidence that women are more inclined to disclose sensitive information to women and feel safer doing so.

- Evidence from the 2016 PSS showed that female respondents have a stronger preference for female interviewers, particularly among women who have experienced violence in their lifetime.
- Evidence from the 2016 PSS also showed that the majority of male respondents did not express a preference for either sex. Based on these findings, the ABS will, for the first time, be using both male and female interviewers to interview male respondents in the 2020 PSS.
- The PSS will be administered through face-to-face interview of approximately 23,000 adults, including around 16,500 female and 6,500 male respondents. The survey content will consist of compulsory content, and also voluntary, sensitive content. Households selected in the survey will be sent a letter informing them that their dwelling has been chosen to participate in an ABS social survey. The household will then have the option to complete the general information online, or an interviewer will visit to complete this component of the survey. A private face-to-face interview follows as to the compulsory content, and then respondents are invited to complete the voluntary, sensitive component by using the interviewer's laptop. This process was introduced in 2016 to maximise privacy, but respondents may elect to continue via interviewer questioning.
- The work of the PSS will be allocated to interviewers on the existing panel of ABS interviewers. Men or women will be allocated interviews with male respondents.
- The ABS sent a notice of the application to its employees and to the appropriate CPSU delegate. The notice invited all recipients to make comments or submissions. Only one submission was made. It was from a male employee, who supported the application for exemption, on the basis that collecting the data was vitally important, and that he accepted the evidence that women were more likely to communicate sensitive information to other women than to men.
- On 6 November 2019, the Australian Human Rights Commission granted an exemption from the **Sex Discrimination Act 1984** (Cth), on similar terms and for the same reasons.

- The PSS is due to be completed by the end of 2020. However, there may be some unavoidable delay for public health reasons. For that reason, the exemption may need to operate until 30 June 2021.
- The Tribunal is not satisfied that any exception applies to the exempt conduct.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal grants an exemption from the operations of sections 16, 18, 21, 107 and 182 of the Act to enable the ABS to engage in the exempt conduct.

The exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 30 June 2021.

Dated 10 March 2020

G. NIHILL  
Deputy President

#### EXEMPTION

Application No. H455/2019

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Women's Health Loddon Mallee (the applicant). The application for exemption is to enable the applicant to advertise for and employ women only within the applicant organisation and offer membership related services to women only (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Patricia Currie, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption, the Tribunal noted:

- The applicant operates a community-based Women's Health Service which provides health information, health promotion and education to women and to health professionals. Their services include counselling services to women and research

and development for the advancement of women's health. The applicant's services are provided exclusively for women, many of whom are marginalised or vulnerable and may have experienced family violence or other violence. The applicant is funded by the Department of Health and Human Services.

- Due to operational requirements, all members of staff are required to have contact with women who seek and receive the applicant's services. Having an all-female staff promotes feelings of safety and comfort for the women using the services, especially because the issues about which they are seeking support can be very sensitive and gender specific. The applicant has 12 employees, of whom three staff members are not employed in direct client contact roles but will have casual contact with clients.
- The applicant provides services to members of its organisation including arranging meetings, social events and counselling. Given the nature of the organisation, it is appropriate that such membership services are provided only to women.
- Most of the counselling and health services provided by the applicant would attract an exception as a special needs service within the meaning of section 88 of the Act. Additionally, the staff dealing with family and other violence issues would attract an exception under section 28 of the Act. However, where employees have responsibilities that are purely administrative in nature, such roles would not attract the exception and it is appropriate to grant this exemption.
- I note that an exemption was granted in similar terms on 16 December 2014 and an interim exemption applied between 21 January 2020 and 21 March 2020. I also note that the Victorian Equal Opportunity and Human Rights Commission has indicated that it will not intervene in the proceedings.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and, in particular, the right

to equal and effective protection against discrimination of men who would wish to be employed by the applicant or wish to access its membership services. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 16, 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 date on which it is published in the Gazette until 10 March 2024.

Dated 10 March 2020

A. SMITH  
Member

## **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:

7B London Social Club Incorporated; ABCs and Rice Australia Inc.; Abolitionist and Transformative Justice Centre Incorporated; Aedp Australia Incorporated; Ardverness Equestrian Club Inc.; Australia Chinese Writers and Artists Association Incorporation; Australia-China Directors Advisory Association Inc.; Australia Hebei-Shanxi United Business Council Incorporated; Australia Jilin Association Inc.; Australian Virtual Assistants Association Inc.; Ballarat and District Irish Club Inc.; Ballarat Chamber Opera Inc.; Barmah and District Tourism and Progress Association Inc.; Bayside 2020 Inc.; Bayside Friends of Laleia Inc.; Birchip Archery Club Inc.; Birchip Racing Club Inc.; Breakthrough Christ Intercessory Ministry Incorporated; Centre for Community Services Incorporated; Chinese Mutual Aid Association Incorporated; Choirduroy Inc.; Citywide Christian Centre Inc.; Collier Road Childrens Centre Inc.; Combined Pensioners

& Superannuants Association-Victoria Inc.; Come Together Mildura Incorporated; Coomealla Triathlon Club Inc.; Crossnet Inc.; Cruelty Free Labs Australia Incorporated; Dandenong Movie Makers Inc.; Daylesford Steiner School-Bus Association Inc.; Deakin Court Inc.; Deakin Handball Inc.; Disabled Motorcyclist Racing Foundation of Australia Inc.; Donald Kindergarten Inc.; Dream Larger Inc.; Dunluce Tennis Club Inc.; East Bentleigh Sporting and Recreation Club Inc.; Elwood Park Touch Association Inc.; Ethiopian Qualified Professionals Incorporated; Famiglia Pugliese D'australia Inc.; Family Heritage Languages Incorporated; Following Christ Fellowship Incorporated; For Carers by Carers Inc.; Fraser Island Dingo Conservation Inc.; Friends of Tarraville Incorporated; Friends of the East Gippsland Rail Trail Association Inc.; Future of Bayside Inc.; Golden Plains Horsemanship Naturally Inc.; Gordon Playgroup Inc.; Gospel Baptist Church Australia Incorporated; Green Gully Senior Citizens Social Club Inc.; Hamilton Pistol Club Inc.; Hampton Heath Retirement Village Residents' Association Inc.; Home Economics Institute of Australia (Victoria) Inc.; International Society of Counselling and Clinical Supervisors Inc.; Jianghe Arts Group Incorporated; Kids Islam Inc.; Kyo Sa Do Australia Incorporated; Langwarrin Township Committee Inc.; Leading from Within (Greater Shepparton) Inc.; Leopold Indoor Neighbourhood Centre Inc.; Longwarry Pre-School Association Inc.; Lonsdale Ski Club Incorporated; Mabika-Australia Inc.; Mansfield Town Club Inc.; Maribyrnong Residents Association Inc.; Melbourne Blokart Club Inc.; Melbourne Evangelical Church Inc.; Mobile Men's Shed Group Inc.; Moe Community Garden Group Incorporated; Motorcyclists Advocating Child Empowerment (Mace) Inc.; National Seniors Australia Doncaster Branch Inc.; Necana Association Inc.; North Croydon Senior Citizens Centre Inc.; Oneness Community Incorporated; Incorporated; Panton Hill Baseball Club Inc.; Park Orchards Oasis Christian Church Inc.; Penshurst & District Agricultural & Pastoral Society Inc.; Piper Street Association Inc.; PNH Bendigo Brumbies Inc.; Project Healing Waters

Incorporated; Queenscliffe Toy Library Inc.; Rawang Association Victoria Inc.; Real Estates Agents of Australia Incorporated; Reducing Our Footprint Inc.; Rowville After Care Program Inc.; Russian Senior Choir of Kingston Inc.; Sebastopol Tennis Club Inc.; Seville Chamber of Commerce Inc.; Shia Muslim Funeral Services Inc.; Soroptimist International of Benalla Inc.; Spartans Family Bike & Car Club Inc.; Sports Medicine Australia-Victoria Branch Inc.; St Albans Park Kindergarten Association Inc.; St. John's Village Inc.; St. Josephs Basketball Club (F.T.G.) Inc.; Stache for Cash Inc.; Strathbogie Badminton Club Inc.; Stv Sports Taekwondo Victoria Inc.; Terang & District Highland Pipe Band Inc.; TFA Alumni & Associates Incorporated; The Combined Probus Club of Forest Hill Strathdon Inc.; The Eltham Fishing Club Incorporated; The Justice Project Inc.; The Mansfield Colonial Reenactment Society Inc.; The Mens Probus Club of Benalla Inc.; The Movement of Being Incorporated; The Mutuality Project Incorporated; The Probus Club of Ballarat East Inc.; The Probus Club of Ringwood Inc.; The Rosebud Hotel Social Club Inc.; The Victorian Poll Hereford Association Inc.; Travelling with Love Inc.; Trees Victoria Inc.; U3a.Yea Inc.; Victorian Cultural Club Incorporated; Victorian Freestyle Football Association Inc.; Victorian School Canteen Association Inc.; Wallan Gateway Charitable Initiatives Incorporated; Western District Polocrosse Sub Association Inc.; Western Festive Activities for the Disadvantaged (Westfad) Inc.; Western Marlins Basketball Club Incorporated; Williamstown Jazz/Swing Club Incorporated; Wimmera Model Aircraft Association Inc.; Youth Lifeskills Workshop 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 19 March 2020

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

### Country Fire Authority Act 1958

#### VARIATION OF FIRE DANGER PERIOD

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

To terminate from 0100 hours on 23 March 2020:

- Macedon Ranges Shire Council
- Mount Alexander Shire Council
- Central Goldfields Shire Council
- Alpine Shire Council
- Indigo Shire Council
- Towong Shire Council
- Wodonga City Council
- Falls Creek Alpine Resort Management Board
- Mount Hotham Alpine Resort Management Board
- Buloke Shire Council
- Swan Hill Rural City Council
- Mildura Rural City Council
- Yarriambiack Shire Council
- West Wimmera Shire Council (Northern Part) That part north of the line described by the following: Elliots Track, Northern Break, Kaniva–Edenhope Road, McDonald Track, McDonald Highway, Nhill–Harrow Road and Southern Break.
- Hindmarsh Shire Council
- Campaspe Shire Council
- Gannawarra Shire Council
- Loddon Shire Council
- Benalla Rural City Council
- Mansfield Shire Council
- Wangaratta Rural City Council
- Mount Buller and Mount Stirling Resort Management Board.

STEVEN WARRINGTON  
Chief Officer

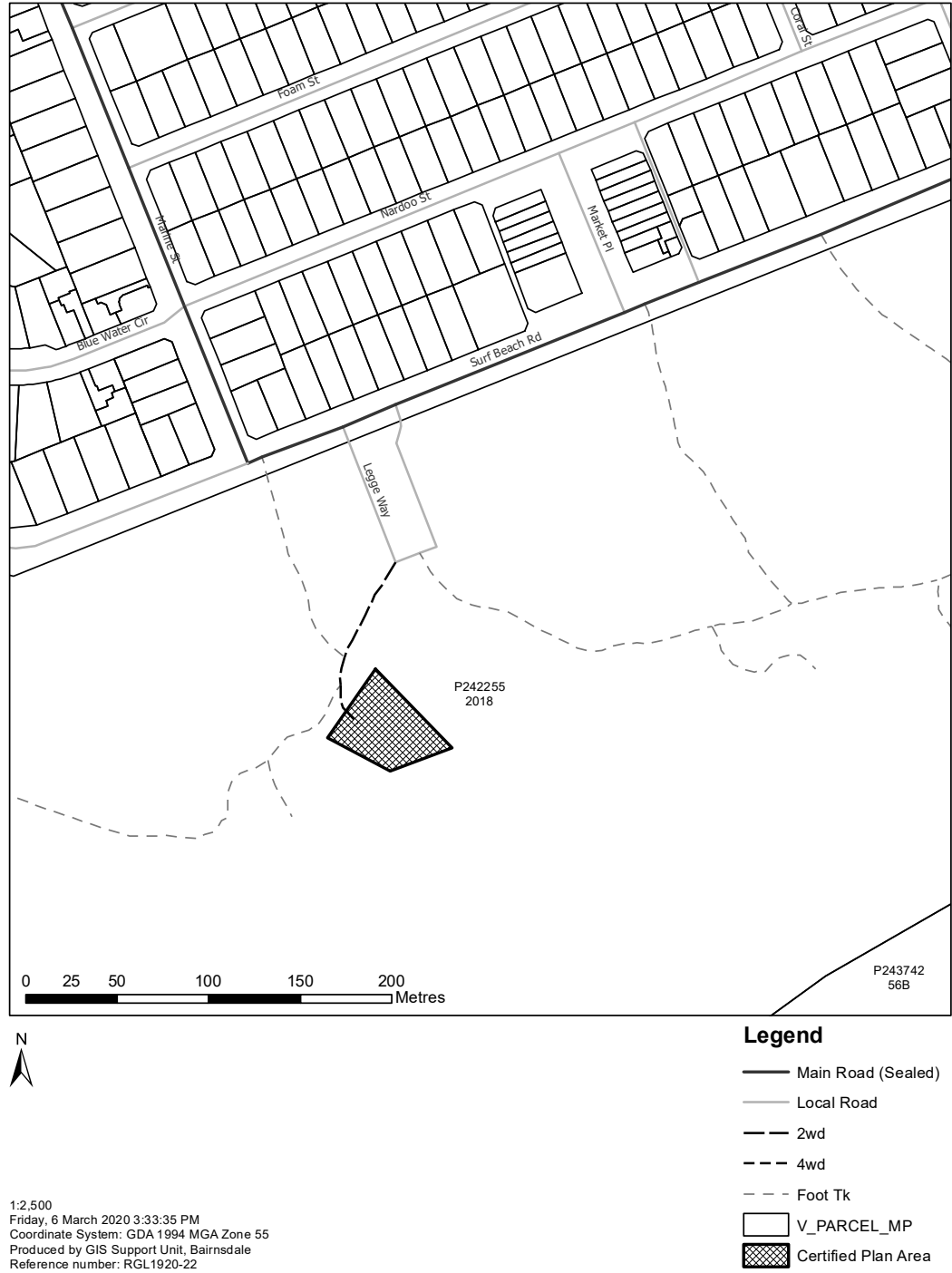
**Crown Land (Reserves) Act 1978****ORDER GIVING APPROVAL TO GRANT TWO LEASES UNDER  
SECTION 17D AND 17DA**

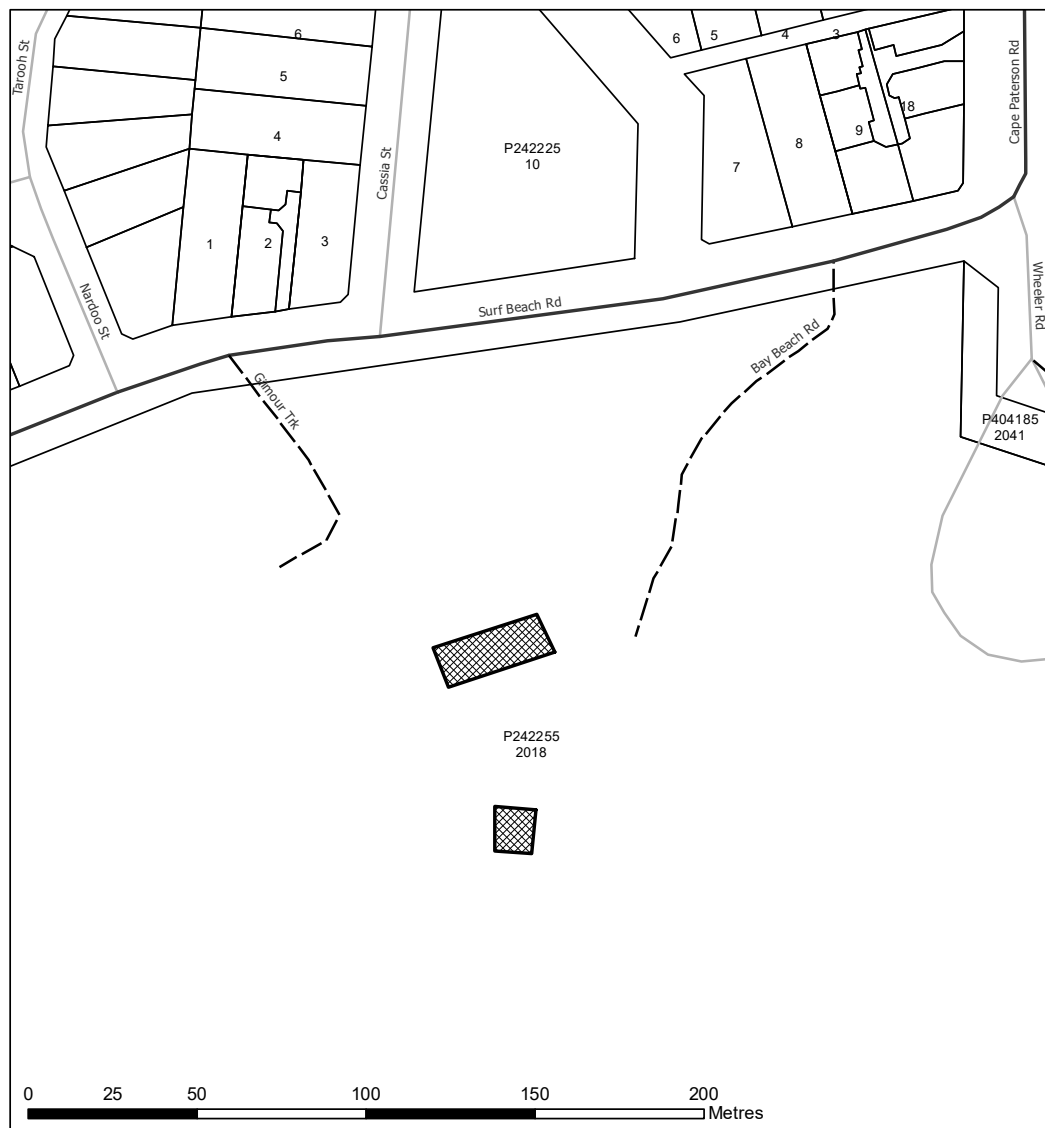
Under sections 17D and 17DA of the **Crown Land (Reserves) Act 1978**, I, Hon. Lily D'Ambrosio MP, Minister for Energy, Environment and Climate Change, being satisfied that there are special reasons which make the granting of the leases reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of two leases by Bass Coast Shire Council to Wonthaggi Life Saving Club Incorporated and Cape Paterson Surf Life Saving Club Incorporated for the purposes of lifesaving club purposes including clubrooms, observation tower, storage facilities, canteen, meeting space and fundraising activities over part of the Cape Paterson Foreshore Reserve as described in the Schedule below and, in accordance with section 17D(3)(a) of the **Crown Land (Reserves) Act 1978**, state that –

- (a) there are special reasons which make granting the leases reasonable and appropriate in the particular circumstances; and
- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

**SCHEDULE**

The area of land shown hatched on the following plans, being part of Crown Allotment 2018, Parish of Wonthaggi, being Crown land permanently reserved for Protection of the Coastline by Order in Council of 8 September 1981 (Vide Government Gazette 1981, page 3027).





### Legend

- Main Road (Sealed)
- Local Road
- 2wd
- - - 4wd
- - - Foot Tk
- V\_PARCEL\_MP
- ▨ Certified Plan Area

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 Coordinate System: GDA 1994 MGA Zone 55  
 Produced by GIS Support Unit, Bairnsdale  
 Reference number: RGL1920-22

File Reference: 1205340

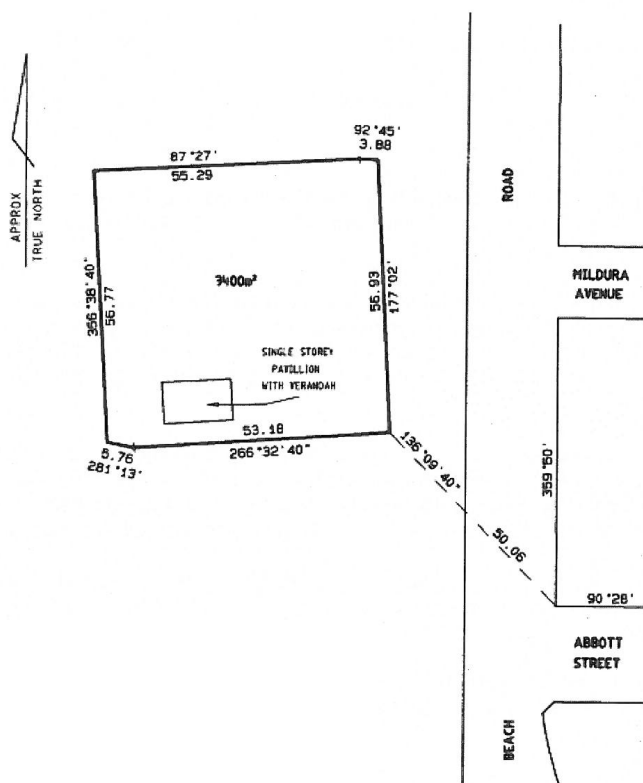
Dated 13 November 2019

HON. LILY D'AMBROSIO MP  
 Minister for Energy, Environment and Climate Change

**Crown Land (Reserves) Act 1978****ORDER GIVING APPROVAL TO GRANT A LEASE UNDER  
SECTIONS 17D AND 17DA**

Under sections 17B and 17DA of the **Crown Land (Reserves) Act 1978**, I, The Hon. Lily D'Ambrosio MP, Minister for Energy, Environment and Climate Change, being satisfied that there are special reasons which make the granting of a lease reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of a lease by Bayside City Council for the purpose of croquet and associated social activities over part of Sandringham Beach Park as described in the Schedule below and, in accordance with section 17D(3)(a) of the **Crown Land (Reserves) Act 1978**, state that –

- (a) there are special reasons which make granting the lease reasonable and appropriate in the particular circumstances; and
- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

**SCHEDULE**

The area of land shown outlined bold on the following plan, being part of the land permanently reserved for public park purposes by Orders in Council of 26 May 1873 (vide Government Gazette 13 June 1873, page 1059) and 24 March 1891 (vide Government Gazette 26 March 1891, page 1388).

File Reference: 1204182

Dated 17 September 2019

THE HON. LILY D'AMBROSIO MP  
Minister for Energy, Environment and Climate Change

**Electricity Industry Act 2000**

TANGO ENERGY PTY LTD ABN (43 155 908 839)

In accordance with section 40G of the **Electricity Industry Act 2000** (Vic.), Tango Energy Pty Ltd ABN 43 155 908 839 gives notice of variation to its general renewable energy feed-in terms and conditions. The amended terms and conditions as set out below will come into effect 2 months after the publication date of this Gazette.

For further information, contact Tango Energy via:

- Phone: 1800 010 648
- Fax: (03) 8621 6112
- Email: support@tangoenergy.com
- Mail: PO Box 320, North Geelong, Victoria 3215, Australia

A copy of the amended terms and conditions will also be made available at [www.tangoenergy.com](http://www.tangoenergy.com)

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

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

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

Unless otherwise specified, capitalised words used in these Terms are defined in clause 10.

**1 About your FIT Agreement****1.1 Are you a Qualifying Customer?**

- (a) To be a Qualifying Customer for a Supply Address, you must be a Customer who:
  - (i) meets the requirements for an Eligible Generator;
  - (ii) engages in the generation of electricity at your Supply Address through an Eligible Generator; and
  - (iii) has a suitable meter type and tariff at your Supply Address.
- (b) To the extent applicable under relevant Electricity Laws, if you have a facility that generates renewable electricity and it is not connected to the distribution system to which your Supply Address is connected, on your request and as soon as practicable after you enter into a Contract with us, we will request your distributor to connect your facility to the distribution system, to enable your facility to become an Eligible Generator. We will make this request no later than the next Business Day after receiving from you all documentation required under the applicable Electricity Laws and all documentation reasonably required by us or the relevant distributor.
- (c) If we determine that you are not, or cease to be, a Qualifying Customer, we will contact you to advise you of any other options you may have.

**1.2 When does your FIT Agreement start?**

- (a) Subject to clause 1.2(b) and (c) and any applicable cooling-off period in your Contract, we may agree a start date with you for your FIT Agreement.
- (b) Your FIT Agreement will start on the later of:
  - (i) the date we start supplying electricity to your Supply Address; or

- (ii) if you are already our Customer, the date:
  - (A) we accept your Customer Offer or you accept the offer set out in your Energy Plan (as the case may be) and satisfy any relevant pre-conditions; or
  - (B) we start to sell you electricity under our Standing Offer; and
- (iii) the date you become a Qualifying Customer.
- (c) If you have entered into a Market Agreement with us, you must give us your explicit informed consent to entering into your FIT Agreement.

## **2 About your Feed-In Tariff**

### **2.1 What is your Feed-In Tariff Rate?**

- (a) Your Feed-In Tariff Rate is specified in the Business Customer Agreement or your Energy Plan (as applicable) and may be varied in accordance with these Terms, your Contract and applicable Energy Laws.
- (b) If your generation of electricity from an Eligible Generator relates to a business enterprise carried on by you and you are registered for GST, you must provide us with your ABN and notice of your registration. You will not be entitled to payment of the GST Amount in clause 4(a) before the time you have provided us with this information.
- (c) From time to time, we may choose to credit you an additional amount for the electricity you feed back into the grid. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (d) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the Feed-In Tariff Rates we can offer you.
- (e) We will give you advance notice of any variation to the Feed-In Tariff Rate or additional amount credited by us under clause 2.1(c). A notice of a variation to our tariffs under your Contract is taken to be a notice under your FIT Agreement.
- (f) We may offer you a Feed-In Tariff Rate as a single-rate tariff or as a time-varying tariff in accordance with the applicable Energy Laws.

### **2.2 How do we determine your feed-in tariff payment?**

- (a) Unless you expressly consent otherwise, your feed-in tariff payment will be based on the amount of electricity you export to the grid from the Eligible Generator at your Supply Address during a Billing Cycle multiplied by the Feed-In Tariff Rate (**Feed-In Tariff Payment**).
- (b) To enable us to determine your Feed-In Tariff Payment under clause 2.2(a), you must:
  - (i) have a national electricity market compliant meter that records your supply of electricity to the grid; and
  - (ii) comply with clause 2.2(c) so that your meter can be read.
- (c) You must allow the Responsible Person, or the Responsible Person's representative, safe, convenient and unhindered access to your Supply Address and meter, for the purpose of reading your meter (and for connection, disconnection, reconnection, maintenance and repair). The person who requires access will carry or wear official identification and on request will show that identification to you.
- (d) If a reading of your meter cannot be obtained during any Billing Cycle and the Responsible Person provides us with an estimate of the amount of electricity you export to the grid, your Feed-In Tariff Payment will be based on that estimate.
- (e) If your Feed-In Tariff Payment is estimated under clause 2.2(d) and we later receive an actual reading of your meter, we will adjust your next bill under clause 2.5 to make up the difference between the credit you received and the credit you should have been provided. We will also use our best endeavours to ensure that the meter is read at least once in any 12 month period.

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

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

**2.4 What if your Feed-In Tariff Payment exceeds our Charges?**

If your Feed-In Tariff Payment exceeds our Charges in any Billing Cycle, we will add the additional credit to your next electricity bill and carry over further credits to future electricity bills until the excess credit is extinguished. If there is any excess credit remaining when your Contract ends, we will pay you the equivalent amount.

**2.5 What is your Feed-In Tariff Payment is more or less than it should be?**

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

**3 Billing and Payments****3.1 What do you have to pay?**

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

**3.2 Bill reviews**

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

**3.3 Your historical billing information**

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

**4 GST**

- (a) If GST is payable, or notionally payable, on a supply made under or in connection with your FIT Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time (and in the same manner) that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.
- (b) Where any indemnity, reimbursement or similar payment under your FIT Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
- (c) If an adjustment event occurs in relation to a supply made under or in connection with your FIT Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

- (d) If your Business Customer Agreement or your Energy Plan (as applicable) indicates that you are registered for GST, or you provide us with notice of your registration pursuant to clause 2.1(b) the parties agree that from the later of the formation of your FIT Agreement or provision of that notice:
- (i) we will issue tax invoices and adjustments notes in relation to your supply of electricity to us under your FIT Agreement;
  - (ii) you will not issue tax invoices and adjustment notes in relation to your supply of electricity to us under your FIT Agreement;
  - (iii) you represent and warrant that you are registered for GST when you enter into your FIT Agreement and will notify us if you cease to be registered;
  - (iv) we represent and warrant that we are registered for GST when we enter into your FIT Agreement and will notify you if we cease to be registered;
  - (v) you represent and warrant that you will pay any GST on your supply of electricity to us under your FIT Agreement;
  - (vi) the parties may by written agreement amend the supplies to which this paragraph (d) relates; and
  - (vii) if for any reason we cease to be entitled to issue recipient created tax invoices or recipient created adjustment notes under the GST law:
    - (A) to the extent we become aware that we have ceased to be so entitled, we will notify you;
    - (B) we will not issue a tax invoice or adjustment note in relation to your supply of electricity to us under your FIT Agreement from the date on which we ceased to be so entitled; and
    - (C) you will issue tax invoices and adjustment notes in relation to your supply of electricity to us under your FIT Agreement from the same date in accordance with paragraph (a).
- (e) Any recipient created tax invoice or recipient created adjustment note issued in relation to your supply of electricity to us under your FIT Agreement may be combined in a single document with a tax invoice or adjustment note issued in relation to our supply of electricity to you under your Contract.
- (f) This clause will not merge upon completion and will continue to apply after expiration or termination of your FIT Agreement.
- (g) Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth)) shall have the same meaning in this clause.

## 5 Ending your FIT Agreement

- (a) If your Contract is ended by either you or us, your FIT Agreement will automatically end at the same time.
- (b) We may not otherwise end your FIT Agreement except as set out in the Contract or unless you enter into a new electricity contract with either us or another retailer for the supply and sale of electricity to your Supply Address, in which case clause 5(d) will apply.
- (c) Subject to clause 5(d), you may end your FIT Agreement without notice.
- (d) Termination of your FIT Agreement will not become effective until the earlier of:
- (i) if you enter into a new Contract and FIT Agreement with us, the date the new agreements commence;
  - (ii) if you enter into a new electricity contract with another retailer for the supply and sale of electricity to your Supply Address, the date the other retailer becomes responsible for offering to purchase the electricity you generate; or

- (iii) if your Supply Address is disconnected, the date when you no longer have a right under the Energy Laws to be reconnected.

## 6 Force majeure

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

## 7 Complaints

We will handle any complaint by you in accordance with your Contract, or if no complaints handling process is specified, we will proceed in the manner specified in the Energy Laws.

## 8 Notices

- (a) Notices and bills under your FIT Agreement must be sent in writing, unless your FIT Agreement or the Energy Laws say otherwise. We may send notices to your contact address that you provide to us, or if not provided or we cannot contact you at that address to your Supply Address.
- (b) Notices and bills are taken to have been received by you or by us (as the case may be):
  - (i) on the date it is handed to the party, it is left at the party's contact address or Supply Address (in your case) or one of our offices (in our case);
  - (ii) on the date three Business Days after we post it to your Supply Address or contact address or you post it to us; or
  - (iii) in the case of an email, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.
- (c) You must advise us as soon as possible of any relevant change to your contact details.

## 9 Assignment

You may only assign or create an interest in your rights under your FIT Agreement with our prior written consent and we may do likewise though without the need for your consent.

## 10 Definitions

**Benefit** means any benefit set out in our Energy Plan.

**Benefit End Date** means the last day of a Benefit Period.

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

**Billing Cycle** means:

- (a) in respect of Customers who have entered into a Business Customer Agreement, the 'Billing Period' as defined in the Business Customer Agreement; and
- (b) in respect of Customers who have entered into a Market Agreement or are supplied electricity by us under a Standing Offer, the regular recurrent period for which you receive a bill from us,

as applicable.

**Business Customer Agreement** means a contract with us for the sale of electricity for business electricity customers that is not a Market Agreement or a Standing Offer.

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

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

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

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

**Customer** means the person named in the Contract.

**Customer Offer** has the meaning given to that term in your Business Customer Agreement (if applicable).

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

**Electricity Laws** means:

- (a) in the **Australian Capital Territory, the Utilities Act 2000** (ACT) and the **Electricity Feed-in (Renewable Energy Premium) Act 2008** (ACT);
- (b) in New South Wales, the **Electricity Supply Act 1995** (NSW) and the Electricity Supply (General) Regulation 2014 (NSW);
- (c) in Queensland, the **Electricity Act 1994** (Qld), the Electricity Regulations 2006 (Qld) and the Queensland Distribution Network Code;
- (d) in South Australia, the **Electricity Act 1996** (SA); and
- (e) in Victoria, the Electricity Act (Vic.) and the **Electricity Safety Act 1998** (Vic.),

and all other applicable regulations, codes, procedures, statutory instruments, licenses, proclamations and laws applicable to the generation, sale and supply of electricity in the National Electricity Market.

**Eligible Generator** means:

- (a) in the Australian Capital Territory, New South Wales, Queensland and South Australia, an energy generator that complies with, and is installed and connected in a manner that complies with, the applicable Energy Laws; and
- (b) in Victoria, a Small Renewable Energy Generation Facility.

**Energy Laws** means the Electricity Laws, the Energy Retail Code, the National Electricity Law and all other relevant rules, regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to the generation, sale and supply of electricity in the National Electricity Market.

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

**Feed-In Tariff Payment** has the meaning given to that term in clause 2.2(a).

**Feed-In Tariff Rate** means the feed-in tariff rates specified in the Business Customer Agreement or your Energy Plan (as applicable).

**FIT Agreement** means the agreement that is formed between you and us when we purchase electricity from you under these Terms.

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

**GST Amount** has the meaning described in clause 4(a).

**Market Agreement** means a contract with us for the sale of electricity, consisting of our Market Agreement Terms and Energy Plan.

**National Electricity Law** means the laws set out in the schedule to the **National Electricity (South Australia) Act 1996** (SA) and applied in each of the participating jurisdictions.

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

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

**Small Renewable Energy Generation Facility** has the meaning given in the Electricity Act (Vic.) and for which you have been exempted by Order under section 17 of the Electricity Act (Vic.) from the requirement to hold a licence in respect of the generation of electricity for supply and sale.

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

**Supply Address** means the premises to which we supply electricity and with respect to which we will purchase electricity from you, as detailed in the Business Customer Agreement or your Energy Plan (as applicable), and which is connected to the national electricity market.

**Terms** means these Feed-In Tariff Scheme Terms.

## Electricity Industry Act 2000

TANGO ENERGY PTY LTD ABN (43 155 908 839)

In accordance with section 40FF of the **Electricity Industry Act 2000** (Vic.), Tango Energy Pty Ltd ABN 43 155 908 839 gives notice of variation to its premium solar feed-in terms and conditions. The amended terms and conditions as set out below will come into effect 2 months after the publication date of this Gazette.

For further information, contact Tango Energy via:

- Phone: 1800 010 648,
- Fax: (03) 8621 6112,
- Email: support@tangoenergy.com
- Mail: PO Box 320, North Geelong, Victoria 3215, Australia.

A copy of the amended terms and conditions will also be made available at [www.tangoenergy.com](http://www.tangoenergy.com)

## PREMIUM FEED-IN TARIFF SCHEME TERMS

### PREAMBLE

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

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

Unless otherwise specified, capitalised words used in these Terms are defined in clause 10.

### 1 About your PFIT Agreement

#### 1.1 Are you a Qualifying Customer?

- (a) To be a Qualifying Customer, you must:
  - (i) purchase electricity from us, for a single Supply Address or multiple Supply Addresses in aggregate, at a rate of 100 MWh or less per annum;
  - (ii) engage in the generation of electricity:
    - (A) at a Supply Address that is your principal place of residence through one Qualifying Solar Energy Generating Facility; or
    - (B) at one or more Supply Addresses that are not your principal place of residence (such as business premises) through a Qualifying Solar Energy Generating Facility at each of those Supply Addresses;
  - (iii) have been exempted by Order under section 17 of the Electricity Act from the requirement to hold a license in respect of the generation of electricity for supply and sale; and
  - (iv) have a suitable meter type and tariff at your Supply Address.

- (b) If you are receiving Premium Feed-in Tariff Payments, you must notify us 14 Business Days in advance of any change to your Qualifying Solar Energy Generating Facility that increases its generating capacity to more than 5 kilowatts.
- (c) You will cease to be a Qualifying Customer if you change your Qualifying Solar Energy Generating Facility by increasing its generating capacity:
  - (i) to more than 5 kilowatts; or
  - (ii) by adding extra solar panels, even if the overall system size remains 5 kilowatts or less.
- (d) If we determine that you are not, or cease to be, a Qualifying Customer, we will contact you to advise you of any other options you may have.

## 1.2 When does your PFIT Agreement start?

- (a) Subject to clause 1.2(b) and (c) and any applicable cooling-off period in your Contract, we may agree a start date with you for your PFIT Agreement.
- (b) Your PFIT Agreement will start on the later of:
  - (i) the date we start supplying electricity to your Supply Address; and
  - (ii) if you are already our Customer, the date you accept the offer set out in your Energy Plan (as the case may be) and satisfy any relevant pre-conditions.
- (c) You must give us your explicit informed consent to enter into your PFIT Agreement. This means that if we are selling you electricity under our Standing Offer, you must enter into a Market Agreement with us, or otherwise provide us with your signed consent, and satisfy any relevant preconditions before we can purchase electricity from you under the Premium Feed-In Tariff Scheme.

## 2 About your Premium Feed-In Tariff

### 2.1 What is your Premium Feed-In Tariff Rate?

- (a) Your Premium Feed-In Tariff Rate is not less than 60 cents per kilowatt hour, excluding GST.
- (b) From time to time we may choose to credit you an additional amount for the electricity you feed back into the grid. We may withdraw this additional credit at any time by notice to you, in accordance with clause 2.1(e).
- (c) Within 10 Business Days of a request from you, we will give you information (in writing if you require) about the feed-in tariffs that we have available.
- (d) If your generation of electricity from a Qualifying Solar Energy Generating Facility relates to a business enterprise carried on by you and you are registered for GST, you must provide us with your ABN and notice of your registration. You will not be entitled to payment of the GST Amount in clause 4(a) before the time you have provided us with this information.
- (e) We will give you advance notice of any variation to the Premium Feed-In Tariff Rate. A notice of a variation to our tariffs under your Contract is taken to be a notice under your PFIT Agreement.

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

- (a) Unless you expressly consent otherwise, your premium feed-in tariff payment will be based on the amount of electricity you export to the grid from a Qualifying Solar Energy Generating Facility during a Billing Cycle multiplied by the Premium Feed-In Tariff Rate (**Feed-In Tariff Payment**).
- (b) To enable us to determine your Premium Feed-In Tariff Payment under clause 2.2(a), you must:
  - (i) have a national electricity market compliant meter that records your supply of electricity to the grid; and
  - (ii) comply with clause 2.2(c) so that your meter can be read.

- (c) You must allow the Responsible Person, or the Responsible Person's representative, safe, convenient and unhindered access to your Supply Address and meter, for the purpose of reading your meter (and for connection, disconnection, reconnection, maintenance and repair). The person who requires access will carry or wear official identification and on request will show that identification to you.
- (d) If a reading of your meter cannot be obtained during any Billing Cycle and the Responsible Person provides us with an estimate of the amount of electricity you export to the grid, your Premium Feed-In Tariff Payment will be based on that estimate.
- (e) If your Premium Feed-In Tariff Payment is estimated under clause 2.2(d) and we later receive an actual reading of your meter, we will adjust your next bill under clause 2.5 to make up the difference between the credit you received and the credit you should have been provided. We will also use our best endeavours to ensure that the meter is read at least once in any 12 month period.

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

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

### **2.4 What if your Premium Feed-In Tariff Payment exceeds our Charges?**

If your Premium Feed-In Tariff Payment exceeds our Charges in any Billing Cycle, we will add the additional credit to your next electricity bill and carry over further credits to future electricity bills until the excess credit is extinguished. If there is any excess credit remaining when your Contract ends, we will pay you the equivalent amount.

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

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

## **3 Billing and Payments**

### **3.1 What do you have to pay?**

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

### **3.2 Bill reviews**

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

### **3.3 Your historical billing information**

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

## **4 GST**

- (a) If GST is payable, or notionally payable, on a supply made under or in connection with your PFIT Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or

notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time (and in the same manner) that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

- (b) Where any indemnity, reimbursement or similar payment under your PFIT Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
- (c) If an adjustment event occurs in relation to a supply made under or in connection with your PFIT Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- (d) If your Business Customer Agreement or your Energy Plan (as applicable) indicates that you are registered for GST, or you provide us with notice of your registration pursuant to clause 2.1(d), the parties agree that from the later of the formation of your PFIT Agreement or provision of that notice:
  - (i) we will issue tax invoices and adjustments notes in relation to your supply of electricity to us under your PFIT Agreement;
  - (ii) you will not issue tax invoices and adjustment notes in relation to your supply of electricity to us under your PFIT Agreement;
  - (iii) you represent and warrant that you are registered for GST when you enter into your PFIT Agreement and will notify us if you cease to be registered;
  - (iv) we represent and warrant that we are registered for GST when we enter into your PFIT Agreement and will notify you if we cease to be registered;
  - (v) you represent and warrant that you will pay any GST on your supply of electricity to us under your PFIT Agreement;
  - (vi) the parties may by written agreement amend the supplies to which this paragraph (d) relates; and
  - (vii) if for any reason we cease to be entitled to issue recipient created tax invoices or recipient created adjustment notes under the GST law:
    - (A) to the extent we become aware that we have ceased to be so entitled, we will notify you;
    - (B) we will not issue a tax invoice or adjustment note in relation to your supply of electricity to us under your PFIT Agreement from the date on which we ceased to be so entitled; and
    - (C) you will issue tax invoices and adjustment notes in relation to your supply of electricity to us under your PFIT Agreement from the same date in accordance with paragraph (a).
- (e) Any recipient created tax invoice or recipient created adjustment note issued in relation to your supply or electricity to us under your FIT Agreement may be combined in a single document with a tax invoice or adjustment note issued in relation to our supply of electricity to you under your Contract.
- (f) This clause will not merge upon completion and will continue to apply after expiration or termination of your PFIT Agreement.
- (g) Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth)) shall have the same meaning in this clause.

**5 Ending your PFIT Agreement**

- (a) If your Contract is ended by either you or us, your PFIT Agreement will automatically end at the same time.
- (b) We may end your PFIT Agreement:
  - (i) on the fifteenth anniversary of the ‘scheme start day’, as defined in the Electricity Act;
  - (ii) for more than one Qualifying Solar Energy Generating Facility at a Supply Address that is your principal place of residence;
  - (iii) if your aggregate annual consumption for Qualifying Solar Energy Generating Facilities at one or more Supply Addresses that are not your principal place of residence exceeds 100 megawatt hours per annum;
  - (iv) if you vacate your Supply Address; or
  - (v) if you enter into a new electricity contract with either us or another retailer for the supply and sale of electricity to your Supply Address, in which case clause 5(d) will apply.
- (c) Subject to clause 5(d), you may end your PFIT Agreement without notice.
- (d) Termination of your PFIT Agreement will not become effective until the earlier of:
  - (i) if you enter into a new Market Agreement and PFIT Agreement with us, the date the new agreements commence;
  - (ii) if you enter into a new electricity contract with another retailer for the supply and sale of electricity to your Supply Address, the date the other retailer becomes responsible for offering to purchase the electricity you generate; or
  - (iii) if your Supply Address is disconnected, the date when you no longer have a right under the Energy Laws to be reconnected.
- (e) If your Energy Plan contains a Benefit Period:
  - (i) at least 5 Business Days before the Benefit End Date, we will notify you of the date that the Benefit Period is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
  - (ii) the PFIT Agreement will continue after the Benefit End Date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the Electricity Act.

**6 Force majeure**

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

**7 Complaints**

We will handle any complaint by you in accordance with your Contract, or if no complaints handling process is specified, we will proceed in the manner specified in the Energy Laws.

**8 Notices**

- (a) Notices and bills under your PFIT Agreement must be sent in writing, unless your PFIT Agreement or the Energy Laws say otherwise. We may send notices to your contact address that you provide to us, or if not provided or we cannot contact you at that address to your Supply Address.

- (b) Notices and bills are taken to have been received by you or by us (as the case may be):
  - (i) on the date it is handed to the party, it is left at the party's contact address or Supply Address (in your case) or one of our offices (in our case);
  - (ii) on the date three Business Days after we post it to your Supply Address or contact address or you post it to us; or
  - (iii) in the case of an email, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.
- (c) You must advise us as soon as possible of any relevant change to your contact details.

## 9 Assignments

You may only assign or create an interest in your rights under your PFIT Agreement with our prior written consent and we may do likewise though without the need for your consent.

## 10 Definitions

**Benefit** means any benefit set out in our Energy Plan.

**Benefit End Date** means the last day of a Benefit Period.

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

**Billing Cycle** means:

- (a) in respect of Customers who have entered into a Business Customer Agreement, the 'Billing Period' as defined in the Business Customer Agreement; and
- (b) in respect of Customers who have entered into a Market Agreement, the regular recurrent period for which you receive a bill from us,

as applicable.

**Business Customer Agreement** means a contract with us for the sale of electricity for business electricity customers that is not a Market Agreement or a Standing Offer.

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

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

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

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

**Customer** means the person named in our Energy Plan.

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

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

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

**Feed-In Tariff Payment** has the meaning given to that term in clause 2.2(a).

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

**GST Amount** has the meaning described in clause 4(a).

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

**PFIT Agreement** means the agreement that is formed between you and us when we purchase electricity from you under these Terms.

**Premium Feed-In Tariff Rate** means the feed-in tariff rates specified in the Schedule.

**Premium Feed-In Tariff Scheme** has the meaning given in the Preamble.

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

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

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

**Responsible Person** means the person who has responsibility for meter reading for a particular connection point, being either your metering coordinator or the distributor.

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

**Supply Address** means the premises to which we supply electricity and with respect to which we will purchase electricity from you, as detailed in the Business Customer Agreement or your Energy Plan (as applicable), and which is connected to the national electricity market.

**Terms** means these Premium Feed-In Tariff Scheme Terms.

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### Fisheries Act 1995

#### FURTHER QUOTA ORDER FOR THE ABALONE FISHERY

(Eastern Abalone Zone)

I, Travis Dowling, Chief Executive Officer of the Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating, having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Further Quota Order under section 66D of the Act:

1. This Order applies for the period commencing on 1 April 2020 and ending on 31 March 2021 ('the quota period').
2. The total allowable catch for blacklip abalone in the eastern abalone zone for the quota period is 337.5 tonnes of unshucked blacklip abalone.
3. The quantity of fish comprising an individual blacklip abalone quota unit in the eastern abalone zone for the quota period is 733.69 kilograms of unshucked blacklip abalone.

This Order commences on 1 April 2020 and remains in force until 31 March 2021.

Dated 4 February 2020

TRAVIS DOWLING  
Chief Executive Officer  
Victorian Fisheries Authority

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### Fisheries Act 1995

#### FURTHER QUOTA ORDER FOR THE ABALONE FISHERY

(Central Abalone Zone)

I, Travis Dowling, Chief Executive Officer of the Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating, and having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Further Quota Order under section 66D of the Act:

1. This Order applies for the period commencing on 1 April 2020 and ending on 31 March 2021 ('the quota period').
2. The total allowable catch for blacklip abalone in the central abalone zone for the quota period is 252.6 tonnes of unshucked blacklip abalone.
3. The total allowable catch for greenlip abalone in the central abalone zone for the quota period is 3.4 tonnes of unshucked greenlip abalone.

4. The quantity of fish comprising an individual blacklip abalone quota unit in the central abalone zone for the quota period is 371.47 kilograms of unshucked blacklip abalone.
5. The quantity of fish comprising an individual greenlip abalone quota unit in the central abalone zone for the quota period is 100.00 kilograms of unshucked greenlip abalone.

This Order commences on 1 April 2020 and remains in force until 31 March 2021.

Dated 5 March 2020

TRAVIS DOWLING  
Chief Executive Officer  
Victorian Fisheries Authority

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**Fisheries Act 1995**

**FURTHER QUOTA ORDER FOR THE ABALONE FISHERY**

(Western Abalone Zone)

I, Travis Dowling, Chief Executive Officer of the Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating, and having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Further Quota Order under section 66D of the Act:

1. This Order applies for the period commencing on 1 July 2020 and ending on 30 June 2021 ('the quota period').
2. The total allowable catch for blacklip abalone in the Western Abalone Zone for the quota period is 68.7 tonnes of unshucked blacklip abalone.
3. The total allowable catch for greenlip abalone in the western abalone zone for the quota period is 1.4 tonnes of unshucked greenlip abalone.
4. The quantity of fish comprising an individual blacklip abalone quota unit in the western abalone zone for the quota period is 245.36 kilograms of unshucked blacklip abalone.
5. The quantity of fish comprising an individual greenlip abalone quota unit in the western abalone zone for the quota period is 100.00 kilograms of unshucked greenlip abalone.

This Order commences on 1 July 2020 and remains in force until 30 June 2021.

Dated 5 March 2020

TRAVIS DOWLING  
Chief Executive Officer  
Victorian Fisheries Authority

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**Fisheries Act 1995**

**FURTHER SUB-ZONE ORDER FOR THE ABALONE FISHERY**

(Western Abalone Zone)

I, Travis Dowling, Chief Executive Officer of the Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating and having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Further Sub-Zone Abalone Order under section 66E of the Act:

1. This Order applies for the period commencing on 1 July 2020 and ending on 30 June 2021 ('the quota period').
2. The abalone quota fishery includes the Discovery Bay sub-zone of the western abalone zone.
3. The Discovery Bay sub-zone comprises all Victorian waters north of latitude 38 degrees 19.99 minutes S, between longitude 141 degrees 24.08 minutes E and the Victorian–South Australian border at latitude 140 degrees 57.983 minutes E.

4. The portion of the total allowable catch for blacklip abalone that applies in respect of the Discovery Bay sub-zone for the quota period is 4.2 tonnes of unshucked blacklip abalone.
5. 15.00 kilograms of the total allowable catch for blacklip abalone applicable in respect of the Discovery Bay sub-zone for the quota period is to be allocated to each individual blacklip abalone quota unit in the western abalone zone.

This Order commences on 1 July 2020 and remains in force until 30 June 2021.

Dated 5 March 2020

TRAVIS DOWLING  
Chief Executive Officer  
Victorian Fisheries Authority

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### **Fisheries Act 1995**

#### **FISHERIES NOTICE 2020**

I, Travis Dowling, Chief Executive Officer of the Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating, having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Fisheries Notice under Sections 67, 68A, 114 and 152 of the Act:

Dated 4 February 2020

TRAVIS DOWLING  
Chief Executive Officer

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#### **FISHERIES (EASTERN ABALONE ZONE) NOTICE 2020**

##### **1. Title**

This Notice may be cited as the Fisheries (Eastern Abalone Zone) Notice 2020.

##### **2. Objectives**

The objective of this Notice is to:

- a. fix minimum size limits for blacklip abalone taken under an Abalone Fishery Access Licence in the Eastern Abalone Zone.
- b. address sustainability concerns for Victorian Eastern Abalone Zone abalone stocks and related management issues by closing specified marine waters to commercial abalone harvest.

##### **3. Authorising provision**

This Notice is made under sections 67, 68A, 114 and 152 of the Act.

##### **4. Commencement**

This Notice comes into operation on 1 April 2020.

##### **5. Definitions**

In this Fisheries Notice –

‘**AFAL**’ means an Abalone Fishery (Eastern Zone) Access Licence;

‘**CEO**’ means the Chief Executive Officer of the VFA;

‘**closed waters**’ means the marine waters within a spatial management unit for which the upper limit has been reached or exceeded as specified in Column 3 of Schedule 2 and/or the marine waters within a reef code for which the upper limit has been reached or exceeded as specified in Column 3 of Schedule 3;

**‘eastern abalone zone’** means all Victorian waters east of longitude 148° East;

**‘nominated operator’** means –

- (a) a licence holder permitted under section 39(1) of the Act; or
- (b) a person listed on an access licence for the purposes of section 39(2) of the Act;

**‘size zone’** means each area of Victorian marine waters between the coordinates specified in Column 1 of Schedule 1;

**‘spatial management unit’** means each area of Victorian marine waters specified in Column 1 of Schedule 2;

**‘reef code’** means each area of Victorian marine waters specified in Column 1 of Schedule 3;

**‘the Act’** means the **Fisheries Act 1995**;

**‘upper limit’** for the spatial management unit specified in Column 1 of Schedule 2 means the amount of abalone specified in Column 3 of Schedule 2 corresponding to that spatial management unit and for the reef code specified in Column 1 of Schedule 3 means the amount of abalone specified in Column 3 of Schedule 3 corresponding to that reef code;

**‘VFA’** means the Victorian Fisheries Authority.

**6. Minimum sizes for blacklip abalone taken from the eastern abalone zone**

- (1) For the purposes of the Act, the minimum size with respect to the taking of blacklip abalone under an AFAL from the waters specified in Column 1 of Schedule 1 is the size specified for those waters in Column 2 of Schedule 1.

**Notes:** There are offences in sections 68A and 68B of the Act relating to taking or possessing fish of a species that are less than the minimum size specified for that species of fish in this Notice. Various penalties apply.

Under section 152(3), of the Act, if a provision of this Notice is inconsistent with any regulations, the Fisheries Notice prevails to the extent of the inconsistency. The general size limits specified in the Fisheries Regulations 2009 will continue to apply in circumstances where the size limits specified in clauses 6 and 7 do not apply.

**7. Abalone not to be taken from more than one size zone**

For the purposes of section 67 of the Act –

- (a) the taking of abalone under an AFAL from more than one size zone on any fishing trip; or
  - (b) the possession of abalone taken from more than one size zone on-board any boat being used under an AFAL; or
  - (c) the landing of abalone taken under an AFAL from more than one size zone;
- is prohibited.

**Note:** It is an offence under section 67(3) of the **Fisheries Act 1995** to fail to comply with a prohibition.

**8. Spatial management unit catch target exceeded**

Marine waters within a spatial management unit are immediately closed to commercial abalone harvest when the upper limit specified in Column 3 of Schedule 2 has been reached or exceeded.

**9. Determination that a reef code catch target exceeded**

- (1) The CEO may determine that the total amount of abalone taken under Abalone Fishery (Eastern Zone) Access Licences from a reef code has exceeded the upper limit.
- (2) Without limiting the generality of sub-clause (1), a determination may:
  - (a) specify one or more reef codes;
  - (b) specify that it comes into effect on a particular date and time; and
  - (c) be varied or revoked at any time.
- (3) The CEO must ensure that a copy of the determination is sent to each holder of an Abalone Fishery (Eastern Zone) Access Licence as soon as possible after it is made.

**10. Closed waters**

(1) For the purposes of section 67 of the Act –

(a) the taking of abalone from closed waters; or

(b) the possession of abalone in or on closed waters –

by the holder of an access licence, or a person acting or purporting to act under an access licence, is prohibited.

**Note:** Failure to comply with this prohibition is an offence under section 67 of the **Fisheries Act 1995**. A maximum penalty of 100 penalty units and/or six months imprisonment applies.

Sub-clause (1)(b) does not apply to a person possessing abalone on-board a boat under way and travelling by the most direct route to reach a point of landing or specified open waters for the purpose of commercial abalone diving.

**11. Application to fisheries reserves**

This Notice applies to a Fisheries Reserve, as declared under section 88 of the Act, to the extent that fishing is permitted in the Fisheries Reserve.

**12. Revocation**

Unless sooner revoked, this Notice will be revoked on 31 March 2021.

**SCHEDULES****SCHEDULE 1**

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Minimum size (Millimetres)</b>
Marlo spatial management unit that includes: a. Reef Code 21.00 Lakes Entrance b. Reef Code 22.01 Marlo c. Reef Code 22.02 French's d. Reef Code 22.03 Point Ricardo e. Reef Code 22.04 Cape Conran f. Reef Code 22.05 East Cape g. Reef Code 22.06 Yeerung Reef h. Reef Code 22.08 Pearl Point i. Reef Code 22.09 Tamboon Reef j. Reef Code 22.10 Clinton Rocks k. Reef Code 23.01 Point Hicks	1. 37°52'53"S 148°00'04"E 2. 37°55'46"S 148°00'04"E 3. 37°47'59"S 149°12'56"E 4. 37°46'39"S 149°12'54"E	120 mm
Mallacoota West spatial management unit that includes: a. Reef Code 23.02 Whaleback b. Reef Code 23.03 Mueller c. Reef Code 23.04 Petrel Point d. Reef Code 23.05 Island Point	1. 37°47'53"S 149°16'54"E 2. 37°48'26"S 149°16'55"E 3. 37°48'25"S 149°17'40"E 4. 37°48'30"S 149°17'40"E 5. 37°47'17"S 149°27'12"E 6. 37°46'11"S 149°27'12"E	125 mm
Mallacoota Large spatial management unit that includes: a. Reef Code 23.06 Big Rame b. Reef Code 24.00 The Skerries c. Reef Code 24.03 Easby Creek	1. 37°46'11"S 149°27'12"E 2. 37°47'17"S 149°27'12"E 3. 37°45'05"S 149°32'45"E 4. 37°43'45"S 149°32'45"E	135 mm

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Minimum size (Millimetres)</b>
Mallacoota Central spatial management unit that includes: a. Reef Code 24.04 Red River b. Reef Code 24.05 Secret Reef c. Reef Code 24.06 Sandpatch Point d. Reef Code 24.07 Sandpatch Point Lee e. Reef Code 24.08 Benedore	1. 37°43'45"S 149°32'45"E 2. 37°45'05"S 149°32'45"E 3. 37°42'10"S 149°39'22"E 4. 37°41'23"S 149°39'22"E	125 mm
Mallacoota Small spatial management unit that includes: a. Reef Code 24.09 Little Rame b. Reef Code 24.14 Bastion Point	Little Rame 1. 37°41' 23"S 149°39' 22"E 2. 37°42' 10"S 149°39' 22"E 3. 37°41' 27"S 149°41' 22"E 4. 37°41' 04"S 149°40' 39"E Bastion Point 1. 37°35'05"S 149°44'19"E 2. 37°36'42"S 149°46'10"E 3. 37°34'23"S 149°50'16"E 4. 37°33'07"S 149°50'16"E 5. 37°33'07"S 149°51'36"E 6. 37°33'59"S 149°51'36"E 7. 37°33'41"S 149°53'30"E 8. 37°32'28"S 149°53'30"E	115 mm
Airport spatial management unit that includes: a. Reef Code 24.10 Little Rame Lee b. Reef Code 24.11 Shipwreck – Seal Creek c. Reef Code 24.15 Tullaberga Island d. Reef Code 24.16 Gabo Harbour e. Reef Code 24.21 Quarry/ Betka Beach	1. 37°41' 04"S 149°40' 39"E 2. 37°41' 27"S 149°41' 22"E 3. 37°36' 42"S 149°46' 10"E 4. 37°35' 05"S 149°44' 19"E 5. 37°34' 23"S 149°50' 16"E 6. 37°33' 07"S 149°50' 16"E 7. 37°33' 07"S 149°51' 36"E 8. 37°33' 59"S 149°51' 36"E 9. 37°32' 28"S 149°53' 30"E 10. 37°33' 41"S 149°53' 30"E 11. 37°33' 57"S 149°54' 02"E 12. 37°33' 50"S 149°54' 20"E 13. 37°32' 55"S 149°54' 20"E 14. 37°32' 34"S 149°54' 16"E	120 mm

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Minimum size (Millimetres)</b>
Airport spatial management unit that includes: a. Reef Code 25.10 Little Rame Lee b. Reef Code 25.11 Shipwreck – Seal Creek c. Reef Code 25.15 Tullaberga Island d. Reef Code 25.16 Gabo Harbour e. Reef Code 25.21 Quarry/Betka Beach	1. 37°41' 04"S 149°40' 39"E 2. 37°41' 27"S 149°41' 22"E 3. 37°36' 42"S 149°46' 10"E 4. 37°35' 05"S 149°44' 19"E 5. 37°34' 23"S 149°50' 16"E 6. 37°33' 07"S 149°50' 16"E 7. 37°33' 07"S 149°51' 36"E 8. 37°33' 59"S 149°51' 36"E 9. 37°32' 28"S 149°53' 30"E 10. 37°33' 41"S 149°53' 30"E 11. 37°33' 57"S 149°54' 02"E 12. 37°33' 50"S 149°54' 20"E 13. 37°32' 55"S 149°54' 20"E 14. 37°32' 34"S 149°54' 16"E	110 mm
Mallacoota East spatial management unit that includes: a. Reef Code 24.17 Gabo Island b. Reef Code 24.18 Gunshot c. Reef Code 24.19 Iron Prince	1. 37°32' 34"S 149°54' 16"E 2. 37°32' 55"S 149°54' 20"E 3. 37°33' 50"S 149°54' 20"E 4. 37°33' 57"S 149°54' 02"E 5. 37°32' 56"S 149°55' 58"E 6. 37°32' 07"S 149°54' 45"E 7. 37°31' 09"S 149°56' 34"E 8. 37°32' 02"S 149°57' 37"E 9. 37°31' 14"S 149°58' 22"E 10. 37°30' 46"S 149°57' 49"E	120 mm

**SCHEDULE 2**

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Upper limit</b>
Marlo spatial management unit that includes: a. Reef Code 21.00 Lakes Entrance b. Reef Code 22.01 Marlo c. Reef Code 22.02 French's d. Reef Code 22.03 Point Ricardo e. Reef Code 22.04 Cape Conran f. Reef Code 22.05 East Cape g. Reef Code 22.06 Yeerung Reef h. Reef Code 22.08 Pearl Point i. Reef Code 22.09 Tamboon Reef j. Reef Code 22.10 Clinton Rocks k. Reef Code 23.01 Point Hicks	1. 37°52'53"S 148°00'04"E 2. 37°55'46"S 148°00'04"E 3. 37°47'59"S 149°12'56"E 4. 37°46'39"S 149°12'54"E	93.0 tonnes

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Upper limit</b>
Mallacoota West spatial management unit that includes: a. Reef Code 23.02 Whaleback b. Reef Code 23.03 Mueller c. Reef Code 23.04 Petrel Point d. Reef Code 23.05 Island Point	1. 37°47'53"S 149°16'54"E 2. 37°48'26"S 149°16'55"E 3. 37°48'25"S 149°17'40"E 4. 37°48'30"S 149°17'40"E 5. 37°47'17"S 149°27'12"E 6. 37°46'11"S 149°27'12"E	61.1 tonnes
Mallacoota Large spatial management unit that includes: a. Reef Code 23.06 Big Rame b. Reef Code 24.00 The Skerries c. Reef Code 24.03 Easby Creek	1. 37°46'11"S 149°27'12"E 2. 37°47'17"S 149°27'12"E 3. 37°45'05"S 149°32'45"E 4. 37°43'45"S 149°32'45"E	30.6 tonnes
Mallacoota Central spatial management unit that includes: a. Reef Code 24.04 Red River b. Reef Code 24.05 Secret Reef c. Reef Code 24.06 Sandpatch Point d. Reef Code 24.07 Sandpatch Point Lee e. Reef Code 24.08 Benedore	1. 37°43'45"S 149°32'45"E 2. 37°45'05"S 149°32'45"E 3. 37°42'10"S 149°39'22"E 4. 37°41'23"S 149°39'22"E	74.1 tonnes
Mallacoota Small spatial management unit that includes: a. Reef Code 24.09 Little Rame b. Reef Code 24.14 Bastion Point	Little Rame 1. 37°41' 23"S 149°39' 22"E 2. 37°42' 10"S 149°39' 22"E 3. 37°41' 27"S 149°41' 22"E 4. 37°41' 04"S 149°40' 39"E Bastion Point 1. 37°35'05"S 149°44'19"E 2. 37°36'42"S 149°46'10"E 3. 37°34'23"S 149°50'16"E 4. 37°33'07"S 149°50'16"E 5. 37°33'07"S 149°51'36"E 6. 37°33'59"S 149°51'36"E 7. 37°33'41"S 149°53'30"E 8. 37°32'28"S 149°53'30"E	27.3 tonnes

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Upper limit</b>
Airport spatial management unit that includes: a. Reef Code 24.10/25.10 Little Rame Lee b. Reef Code 24.11/25.11 Shipwreck – Seal Creek c. Reef Code 24.15/25.15 Tullaberga Island d. Reef Code 24.16/25.16 Gabo Harbour e. Reef Code 24.21/25.21 Quarry/Betka Beach	1. 37°41' 04"S 149°40' 39"E 2. 37°41' 27"S 149°41' 22"E 3. 37°36' 42"S 149°46' 10"E 4. 37°35' 05"S 149°44' 19"E 5. 37°34' 23"S 149°50' 16"E 6. 37°33' 07"S 149°50' 16"E 7. 37°33' 07"S 149°51' 36"E 8. 37°33' 59"S 149°51' 36"E 9. 37°32' 28"S 149°53' 30"E 10. 37°33' 41"S 149°53' 30"E 11. 37°33' 57"S 149°54' 02"E 12. 37°33' 50"S 149°54' 20"E 13. 37°32' 55"S 149°54' 20"E 14. 37°32' 34"S 149°54' 16"E	110.5 tonnes
Mallacoota East spatial management unit that includes: a. Reef Code 24.17 Gabo Island b. Reef Code 24.18 Gunshot c. Reef Code 24.19 Iron Prince	1. 37°32' 34"S 149°54' 16"E 2. 37°32' 55"S 149°54' 20"E 3. 37°33' 50"S 149°54' 20"E 4. 37°33' 57"S 149°54' 02"E 5. 37°32' 56"S 149°55' 58"E 6. 37°32' 07"S 149°54' 45"E 7. 37°31' 09"S 149°56' 34"E 8. 37°32' 02"S 149°57' 37"E 9. 37°31' 14"S 149°58' 22"E 10. 37°30' 46"S 149°57' 49"E	42.3 tonnes

**SCHEDULE 3**

<b>Column 1</b> <b>Reef code name</b>	<b>Column 2</b> <b>Coordinates bordering reef code</b>	<b>Column 3</b> <b>Upper limit</b>
Reef Code 22.01 Marlo	Coordinates bordering Marlo reef code 1. 37°48'36"S 148°18'00"E 2. 37°50'13"S 148°18'00"E 3. 37°50'07"S 148°32'24"E 4. 37°48'08"S 148°32'24"E	0 tonnes
Reef Code 22.02 French's	Coordinates bordering French's reef code 1. 37°48'08"S 148°32'24"E 2. 37°50'07"S 148°32'24"E 3. 37°50'14"S 148°36'26"E 4. 37°48'11"S 148°36'26"E	8.5 tonnes

<b>Column 1</b> <b>Reef code name</b>	<b>Column 2</b> <b>Coordinates bordering reef code</b>	<b>Column 3</b> <b>Upper limit</b>
Reef Code 22.03 Point Ricardo	Coordinates bordering Point Ricardo reef code 1. 37°48'11"S 148°36'26"E 2. 37°50'14"S 148°36'26"E 3. 37°50'02"S 148°39'04"E 4. 37°48'12"S 148°39'04"E	6.5 tonnes
Reef Code 22.04 Cape Conran	Coordinates bordering Cape Conran reef code 1. 37°48'12"S 148°39'04"E 2. 37°50'02"S 148°39'04"E 3. 37°49'30"S 148°44'21"E 4. 37°48'24"S 148°44'21"E	19.5 tonnes
Reef Code 22.05 East Cape	Coordinates bordering East Cape reef code 1. 37°48'24"S 148°44'21"E 2. 37°49'30"S 148°44'21"E 3. 37°49'25"S 148°46'24"E 4. 37°47'29"S 148°46'24"E	22.1 tonnes
Reef Code 22.06 Yeerung Reef	Coordinates bordering Yeerung Reef reef code 1. 37°47'29"S 148°46'24"E 2. 37°49'25"S 148°46'24"E 3. 37°48'33"S 148°52'14"E 4. 37°47'10"S 148°52'14"E	10.4 tonnes
Reef Code 22.08 Pearl Point	Coordinates bordering Pearl Point reef code 1. 37°47'10"S 148°52'14"E 2. 37°48'33"S 148°52'14"E 3. 37°48'40"S 149°01'08"E 4. 37°46'51"S 149°01'08"E	26.0 tonnes
Reef Code 22.09 Tamboon Reef	Coordinates bordering Tamboon Reef reef code 1. 37°46'51"S 149°01'08"E 2. 37°48'40"S 149°01'08"E 3. 37°48'02"S 149°10'03"E 4. 37°46'41"S 149°10'03"E	0 tonnes
Reef Code 22.10 Clinton Rocks	Coordinates bordering Clinton Rocks reef code 1. 37°46'41"S 149°10'03"E 2. 37°48'02"S 149°10'03"E 3. 37°47'46"S 149°11'43"E 4. 37°46'43"S 149°11'43"E	0 tonnes

<b>Column 1</b> <b>Reef code name</b>	<b>Column 2</b> <b>Coordinates bordering reef code</b>	<b>Column 3</b> <b>Upper limit</b>
Reef Code 23.01 Point Hicks	Coordinates bordering Point Hicks reef code 1. 37°46'43"S 149°11'43"E 2. 37°47'46"S 149°11'43"E 3. 37°47'59"S 149°12'56"E 4. 37°46'39"S 149°12'54"E	0 tonnes
Reef Code 23.02 Whaleback	Coordinates bordering Whaleback reef code 1. 37°47'53"S 149°16'54"E 2. 37°48'26"S 149°16'55"E 3. 37°48'25"S 149°17'40"E 4. 37°48'30"S 149°17'40"E 5. 37°48'36"S 149°18'33"E 6. 37°46'57"S 149°18'33"E	10.4 tonnes
Reef Code 23.03 Mueller	Coordinates bordering Mueller reef code 1. 37°46'57"S 149°18'33"E 2. 37°48'36"S 149°18'33"E 3. 37°48'09"S 149°20'26"E 4. 37°46'36"S 149°20'26"E	7.8 tonnes
Reef Code 23.04 Petrel Point	Coordinates bordering Petrel Point reef code 1. 37°46'36"S 149°20'26"E 2. 37°48'09"S 149°20'26"E 3. 37°47'22"S 149°24'15"E 4. 37°46'27"S 149°24'15"E	23.4 tonnes
Reef Code 23.05 Island Point	Coordinates bordering Island Point reef code 1. 37°46'27"S 149°24'15"E 2. 37°47'22"S 149°24'15"E 3. 37°47'17"S 149°27'12"E 4. 37°46'11"S 149°27'12"E	19.5 tonnes
Reef Code 23.06 Big Rame	Coordinates bordering Big Rame reef code 1. 37°46'11"S 149°27'12"E 2. 37°47'17"S 149°27'12"E 3. 37°46'17"S 149°30'58"E 4. 37°45'20"S 149°30'21"E 5. 37°45'20"S 149°29'47"E	23.4 tonnes
Reef Code 24.00 The Skerries	Coordinates bordering The Skerries reef code 1. 37°45' 20"S 149°29' 47"E 2. 37°45' 20"S 149°30' 21"E 3. 37°46' 17"S 149°30' 58"E 4. 37°45' 27"S 149°32' 01"E 5. 37°44' 22"S 149°31' 17"E	5.2 tonnes

<b>Column 1</b> <b>Reef code name</b>	<b>Column 2</b> <b>Coordinates bordering reef code</b>	<b>Column 3</b> <b>Upper limit</b>
Reef Code 24.03 Easby Creek	Coordinates bordering Easby Creek reef code 1. 37°44' 22"S 149°31' 17"E 2. 37°45' 27"S 149°32' 01"E 3. 37°45' 05"S 149°32' 45"E 4. 37°43' 45"S 149°32' 45"E	2.0 tonnes
Reef Code 24.04 Red River	Coordinates bordering Red River reef code 1. 37°43' 45"S 149°32' 45"E 2. 37°45' 05"S 149°32' 45"E 3. 37°44' 30"S 149°34' 00"E 4. 37°43' 28"S 149°34' 00"E	2.6 tonnes
Reef Code 24.05 Secret Reef	Coordinates bordering Secret Reef reef code 1. 37°43' 28"S 149°34' 00"E 2. 37°44' 30"S 149°34' 00"E 3. 37°44' 10"S 149°35' 19"E 4. 37°43' 21"S 149°35' 19"E	0 tonnes
Reef Code 24.06 Sandpatch Point	Coordinates bordering Sandpatch Point reef code 1. 37°43' 21"S 149°35' 19"E 2. 37°44' 10"S 149°35' 19"E 3. 37°43' 48"S 149°36' 12"E 4. 37°43' 30"S 149°35' 53"E	23.4 tonnes
Reef Code 24.07 Sandpatch Point Lee	Coordinates bordering Sandpatch Point Lee reef code 1. 37°43' 30"S 149°35' 53"E 2. 37°43' 48"S 149°36' 12"E 3. 37°42' 27"S 149°37' 35"E 4. 37°41' 56"S 149°37' 17"E	39.0 tonnes
Reef Code 24.08 Benedore	Coordinates bordering Benedore reef code 1. 37°41' 56"S 149°37' 17"E 2. 37°42' 27"S 149°37' 35"E 3. 37°42' 10"S 149°39' 22"E 4. 37°41' 23"S 149°39' 22"E	9.1 tonnes
Reef Code 24.09 Little Rame	Coordinates bordering Little Rame reef code 1. 37°41' 23"S 149°39' 22"E 2. 37°42' 10"S 149°39' 22"E 3. 37°41' 27"S 149°41' 22"E 4. 37°41' 04"S 149°40' 39"E	19.5 tonnes

Column 1 Reef code name	Column 2 Coordinates bordering reef code	Column 3 Upper limit
Reef Code 24.14 Bastion Point	Coordinates bordering Bastion Point reef code 1. 37°35'05"S 149°44'19"E 2. 37°36'42"S 149°46'10"E 3. 37°34'23"S 149°50'16"E 4. 37°33'07"S 149°50'16"E 5. 37°33'07"S 149°51'36"E 6. 37°33'59"S 149°51'36"E 7. 37°33'41"S 149°53'30"E 8. 37°32'28"S 149°53'30"E	7.8 tonnes
Reef Code 24.17 Gabo Island	Coordinates bordering Gabo Island reef code 1. 37°32' 34"S 149°54' 16"E 2. 37°32' 55"S 149°54' 20"E 3. 37°33' 50"S 149°54' 20"E 4. 37°33' 57"S 149°54' 02"E 5. 37°32' 56"S 149°55' 58"E 6. 37°32' 07"S 149°54' 45"E	24.7 tonnes
Reef Code 24.18 Gunshot	Coordinates bordering Gunshot reef code 1. 37°31' 21"S 149°56' 49"E 2. 37°32' 02"S 149°57' 37"E 3. 37°31' 14"S 149°58' 22"E 4. 37°30' 56"S 149°58' 01"E	2.0 tonnes
Reef Code 24.19 Iron Prince	Coordinates bordering Iron Prince reef code 1. 37°31' 09"S 149°56' 34"E 2. 37°31' 21"S 149°56' 49"E 3. 37°30' 56"S 149°58' 01"E 4. 37°30' 46"S 149°57' 49"E	15.0 tonnes

**Fisheries Act 1995**  
**FISHERIES NOTICE 2020**

I, Travis Dowling, Chief Executive Officer of the Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating, and having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Fisheries Notice under Sections 67, 68A, 114 and 152 of the Act:

Dated 5 March 2020

TRAVIS DOWLING  
Chief Executive Officer

**FISHERIES (CENTRAL ABALONE ZONE) NOTICE 2020**

**1. Title**

This Notice may be cited as the Fisheries (Central Abalone Zone) Notice 2020.

**2. Objectives**

The objective of this Notice is to:

- a. fix minimum size limits for blacklip abalone and greenlip abalone taken under an Abalone Fishery Access Licence in the Central Abalone Zone.
- b. address sustainability concerns for Victorian Central Abalone Zone abalone stocks and related management issues by closing specified marine waters to commercial abalone harvest.

**3. Authorising provision**

This Notice is made under sections 67, 68A, 114 and 152 of the Act.

**4. Commencement**

This Notice comes into operation on 1 April 2020.

**5. Definitions**

In this fisheries notice –

‘**AFAL**’ means an Abalone Fishery (Central Zone) Access Licence;

‘**central abalone zone**’ means all Victorian waters between longitude 142° 31’ East and longitude 148° East;

‘**CEO**’ means the Chief Executive Officer of the VFA;

‘**closed waters**’ means the marine waters within a spatial management unit for which the upper limit has been reached or exceeded as specified in Column 3 of Schedule 3;

‘**nominated operator**’ means –

- (a) a licence holder permitted under section 39(1) of the Act; or
- (b) a person listed on an access licence for the purposes of section 39(2) of the Act;

‘**size zone**’ means each area of Victorian marine waters between the coordinates specified in Column 2 of Schedule 1 for blacklip abalone and Column 1 of Schedule 2 for greenlip abalone;

‘**spatial management unit**’ means each area of Victorian marine waters specified in Column 1 of Schedule 3;

‘**the Act**’ means the **Fisheries Act 1995**;

‘**upper limit**’ for the spatial management unit specified in Column 1 of Schedule 3 means the amount of abalone specified in Column 3 of Schedule 3 corresponding to that spatial management unit;

‘**VFA**’ means the Victorian Fisheries Authority.

**6. Minimum sizes for abalone taken from the central abalone zone**

- (1) For the purposes of the Act, the minimum size with respect to the taking of blacklip abalone under an AFAL from the waters specified in columns 1 and 2 of Schedule 1 is the size specified for those waters in Column 3 of Schedule 1.
- (2) For the purposes of the Act, the minimum size with respect to the taking of greenlip abalone under an AFAL from the waters specified in column 1 of Schedule 2 is the size specified for those waters in Column 2 of Schedule 2.

**Notes:** There are offences in sections 68A and 68B of the Act relating to taking or possessing fish of a species that are less than the minimum size specified for that species of fish in this Notice. Various penalties apply.

Under section 152(3) of the Act, if a provision of this Notice is inconsistent with any regulations, the Fisheries Notice prevails to the extent of the inconsistency. The general size limits specified in the Fisheries Regulations 2019 will continue to apply in circumstances where the size limits specified in clauses 6 and 7 do not apply.

**7. Abalone not to be taken from more than one size zone**

For the purposes of section 67 of the Act –

- (a) the taking of abalone under an AFAL from more than one size zone on any fishing trip; or
  - (b) the possession of abalone taken from more than one size zone on-board any boat being used under an AFAL; or
  - (c) the landing of abalone taken under an AFAL from more than one size zone;
- is prohibited.

**Note:** It is an offence under section 67(3) of the **Fisheries Act 1995** to fail to comply with a prohibition.

**8. Closed waters**

- (1) For the purposes of section 67 of the Act –
  - (a) the taking of abalone from closed waters; or
  - (b) the possession of abalone in or on closed waters –by the holder of an access licence, or a person acting or purporting to act under an access licence, is prohibited.

**Note:** Failure to comply with this prohibition is an offence under section 67 of the **Fisheries Act 1995**. A maximum penalty of 100 penalty units and/or six months imprisonment applies.

Sub-clause (1)(b) does not apply to a person possessing abalone on-board a boat under way and travelling by the most direct route to reach a point of landing or specified open waters for the purpose of commercial abalone diving.

**9. Application to fisheries reserves**

This Notice applies to a Fisheries Reserve, as declared under section 88 of the Act, to the extent that fishing is permitted in the Fisheries Reserve.

**10. Revocation**

Unless sooner revoked, this Notice will be revoked on 31 March 2021.

**SCHEDULES****SCHEDULE 1**

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Minimum size (Millimetres)</b>
Shipwreck Coast spatial management unit that includes: a. Reef Code 4.01 Lake Gilllear b. Reef Code 4.02 Antares c. Reef Code 5.01 Peterborough d. Reef Code 5.02 Point Hesse e. Reef Code 5.03 Port Campbell	1. 38°24'14"S 142°31'00"E 2. 38°26'29"S 142°31'00"E 3. 38°39'19"S 143°03'00"E 4. 38°38'52"S 143°03'18"E	130
Cape Otway spatial management unit that includes: a. Reef Code 6.01 Moonlight Head b. Reef Code 6.02 Milanesia Beach c. Reef Code 6.03 Rotten Point d. Reef Code 7.03 East Otway e. Reef Code 7.04 Blanket Bay f. Reef Code 7.05 Apollo Bay g. Reef Code 7.06 Skenes Creek h. Reef Code 7.07 Franklin – Parker i. Reef Code 7.08 Parker River West Outside j. Reef Code 8.01 Kennett and Wye	1. 38°44'01"S 143°11'08"E 2. 38°44'46"S 143°09'58"E 3. 38°38'06"S 143°55'30"E 4. 38°38'06"S 143°53'29"E	125
Surf Coast spatial management unit that includes: a. Reef Code 8.02 Cumberland b. Reef Code 8.03 Eastern View c. Reef Code 9.01 Anglesea d. Reef Code 9.02 Jan Juc e. Reef Code 10.01 Point Impossible f. Reef Code 10.02 Thirteenth Beach g. Reef Code 10.03 Ocean Grove h. Reef Code 10.04 Lonsdale Back Beach i. Reef Code 10.05 The Anchor	1. 38°38'06"S 143°53'29"E 2. 38°38'06"S 143°55'30"E 3. 38°18'32"S 144°36'17"E 4. 38°18'00"S 144°37'11"E 5. 38°16'29"S 144°42'55"E 6. 38°10'27"S 144°43'08"E	110

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Minimum size (Millimetres)</b>
Port Phillip Bay spatial management unit that includes: a. Reef Code 11.01 Indented Head b. Reef Code 11.02 Bellarine c. Reef Code 11.03 Point Wilson d. Reef Code 11.04 Kirks Point e. Reef Code 11.05 Werribee f. Reef Code 11.06 Sheoak g. Reef Code 11.07 Point Cook h. Reef Code 11.08 Altona Bay i. Reef Code 11.09 Sticks Reef j. Reef Code 11.10 Williamstown k. Reef Code 11.11 St Kilda l. Reef Code 11.12 Brighton m. Reef Code 11.13 Black Rock n. Reef Code 11.14 Mordialloc o. Reef Code 11.15 Frankston p. Reef Code 11.16 Canadian Bay q. Reef Code 11.17 Mount Martha r. Reef Code 11.18 Portsea Bayside	1. 38°10'14"S 144°43'08"E 2. 38°10'14"S 144°44'27"E 3. 38°18'44"S 144°42'50"E 4. 38°19'07"S 144°42'50"E	105
Back Beaches spatial management unit that includes: a. Reef Code 12.01 Nepean Bay b. Reef code 12.02 Portsea Ocean Beach c. Reef Code 12.03 Sorrento Ocean Beach d. Reef Code 12.04 Rye Ocean Beach e. Reef Code 12.05 Gunnamatta	1. 38°19'07"S 144°42'50"E 2. 38°18'44"S 144°42'50"E 3. 38°19'28"S 144°38'58"E 4. 38°21'41"S 144°38'49"E 5. 38°28'45"S 144°51'09"E 6. 38°28'45"S 144°53'09"E	119
Flinders spatial management unit that includes: a. Reef Code 12.06 Cape Schanck b. Reef code 13.01 Bushrangers Bay c. Reef Code 13.02 Symmonds Bay West d. Reef Code 13.03 Symmonds Bay East e. Reef Code 13.04 Cairns Bay f. Reef Code 13.05 Flinders g. Reef Code 13.06 Western Port West h. Reef Code 13.07 West Head Tide	1. 38°28'45"S 144°53'09"E 2. 38°28'45"S 144°51'09"E 3. 38°30'23"S 145°00'32"E 4. 38°31'11"S 145°06'19"E 5. 38°27'38"S 145°09'39"E 6. 38°24'01"S 145°08'43"E 7. 38°23'27"S 145°07'42"E	112

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Minimum size (Millimetres)</b>
Phillip Island spatial management unit that includes: a. Reef Code 14.01 Ventnor – Flynn b. Reef Code 14.02 Cat Bay c. Reef Code 14.03 Seal Rocks d. Reef Code 14.04 Penguin Reserve e. Reef Code 14.05 Summerlands – Berry f. Reef Code 14.06 Pyramid Rock West g. Reef Code 14.07 Pyramid Rock East h. Reef Code 14.08 Sunderland Bay i. Reef Code 14.09 Cape Woolamai West j. Reef Code 14.10 Cape Woolamai East k. Reef Code 14.11 Summerlands	1. 38°27'55"S 145°09'55"E 2. 38°27'38"S 145°09'39"E 3. 38°31'11"S 145°06'19"E 4. 38°32'33"S 145°06'38"E 5. 38°33'55"S 145°23'03"E 6. 38°31'27"S 145°21'06"E 7. 38°31'06"S 145°21'50"E 8. 38°31'00"S 145°21'42"E	112
Kilcunda spatial management unit that includes: a. Reef Code 15.01 San Remo b. Reef Code 15.02 Powlett c. Reef Code 15.03 Harmers Haven d. Reef Code 15.04 Cape Patterson e. Reef Code 15.05 Inverloch	1. 38°31'12"S 145°22'02"E 2. 38°31'06"S 145°21'50"E 3. 38°31'27"S 145°21'06"E 4. 38°33'55"S 145°23'03"E 5. 38°41'43"S 145°43'43"E 6. 38°38'33"S 145°43'43"E 7. 38°38'21"S 145°43'30"E	115
Cape Liptrap spatial management unit that includes: a. Reef code 16.01 Venus Bay b. Reef Code 16.02 Morgans Beach c. Reef Code 16.03 Cape Liptrap West d. Reef Code 16.04 Cape Liptrap East e. Reef Code 16.05 Walkerville f. Reef Code 16.06 Waratah Reef	1. 38°38'33"S 145°43'43"E 2. 38°41'43"S 145°43'43"E 3. 38°53'14"S 146°02'24"E 4. 38°48'41"S 146°02'24"E	110
Prom Westside spatial management unit includes: a. Reef Code 16.07 Cotters Beach b. Reef Code 17.02 Tongue Point c. Reef Code 17.04 Leonard Point d. Reef Code 17.05 Pillar Point	1. 146°02'25"E to a straight line connecting coordinates longitude 146° 19'35"E, latitude 39°02'28"S and longitude 146°13'48"E, latitude 39°04'08"S (the north-western boundary of the Wilsons Promontory Marine National Park).	115

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Minimum size (Millimetres)</b>
Prom Westside spatial management unit that includes: a. Reef Code 17.01 Shellback Island b. Reef Code 17.03 Norman Island c. Reef Code 17.10 Great Glennie Island d. Reef Code 17.11 Dannevig Island e. Reef Code 17.12 Citadel Island f. Reef Code 17.13 McHugh Island	1. The area between longitudes 146°13'02"E and 146°14'22"E and between latitudes 38°57'39"S and 38°58'27"S (Shellback Island), the waters around Norman Island extending to a maximum depth of 30 metres, and the area bounded on the east by waters within 300 metres of the Low Water Marks on McHugh, Dannevig and Great Glennie Islands (the western boundary of the Wilsons Promontory Marine National Park), on the south by latitude 39°07'10"S, on the north by latitude 39°03'48"S and on the west by a straight line connecting coordinates longitude 146°13'12"E, latitude 39°03'48"S, longitude 146°13'12"E, latitude 39°05'09"S, longitude 146°14'00"E, latitude 39°06'02"S and longitude 146°14'00"E, latitude 39°07'10"S (Great Glennie Island, Dannevig Island, Citadel Island and McHugh Island)	120
Prom Eastside spatial management unit that includes: a. Reef Code 18.03 Refuge Cove b. Reef Code 18.04 Five Mile Beach c. Reef Code 18.05 Monkey Point d. Reef Code 18.06 Rabbit Island and Rock e. Reef Code 18.07 Three Mile Beach f. Reef Code 18.09 Ninety Mile Beach	1. 39°03'59"S 146°28'43"E 2. 39°04'02"S 146°28'41"E 3. 38°57'34"S 146°36'36"E 4. 38°53'29"S 146°36'36"E 5. 38°53'29"S 146°44'43"E 6. 38°54'12"S 146°44'43"E 7. 37°55'45"S 148°00'00"E 8. 37°52'52"S 148°00'00"E	110
Clifly Group spatial management unit that includes: a. Reef Code 18.08 Seal Island Group	1. 38°57'34"S 146°36'36"E 2. 38°53'29"S 146°36'36"E 3. 38°53'29"S 146°44'43"E 4. 38°54'12"S 146°44'43"E	110

**SCHEDULE 2**

<b>Column 1</b> <b>Waters taken from</b> <b>Victorian marine waters –</b>	<b>Column 2</b> <b>Minimum size</b> <b>(Millimetres)</b>
a) Mouth of Hopkins River to Point Nepean i.e. between longitude 142°30.498'E and longitude 144°38.88'E	145
b) Point Nepean to Lakes Entrance i.e. between longitude 144°38.88'E and longitude 148°E	150

**SCHEDULE 3**

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial</b> <b>management unit</b>	<b>Column 3</b> <b>Upper limit</b>
Shipwreck Coast spatial management unit that includes: a. Reef Code 4.01 Lake Gilllear b. Reef Code 4.02 Antares c. Reef Code 5.01 Peterborough d. Reef Code 5.02 Point Hesse e. Reef Code 5.03 Port Campbell	1. 38°24'14"S 142°31'00"E 2. 38°26'29"S 142°31'00"E 3. 38°39'19"S 143°03'00"E 4. 38°38'52"S 143°03'18"E	33.0 tonnes
Cape Otway spatial management unit that includes: a. Reef Code 6.01 Moonlight Head b. Reef Code 6.02 Milanesia Beach c. Reef Code 6.03 Rotten Point d. Reef Code 7.03 East Otway e. Reef Code 7.04 Blanket Bay f. Reef Code 7.05 Apollo Bay g. Reef Code 7.06 Skenes Creek h. Reef Code 7.07 Franklin – Parker i. Reef Code 7.08 Parker River West Outside j. Reef Code 8.01 Kennett and Wye	1. 38°44'01"S 143°11'08"E 2. 38°44'46"S 143°09'58"E 3. 38°38'06"S 143°55'30"E 4. 38°38'06"S 143°53'29"E	60.1 tonnes
Surf Coast spatial management unit that includes: a. Reef Code 8.02 Cumberland b. Reef Code 8.03 Eastern View c. Reef Code 9.01 Anglesea d. Reef Code 9.02 Jan Juc e. Reef Code 10.01 Point Impossible f. Reef Code 10.02 Thirteenth Beach g. Reef Code 10.03 Ocean Grove h. Reef Code 10.04 Lonsdale Back Beach i. Reef Code 10.05 The Anchor	1. 38°38'06"S 143°53'29"E 2. 38°38'06"S 143°55'30"E 3. 38°18'32"S 144°36'17"E 4. 38°18'00"S 144°37'11"E 5. 38°16'29"S 144°42'55"E 6. 38°10'27"S 144°43'08"E	5.0 tonnes

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Upper limit</b>
Port Phillip Bay spatial management unit that includes: a. Reef Code 11.01 Indented Head b. Reef Code 11.02 Bellarine c. Reef Code 11.03 Point Wilson d. Reef Code 11.04 Kirks Point e. Reef Code 11.05 Werribee f. Reef Code 11.06 Sheoak g. Reef Code 11.07 Point Cook h. Reef Code 11.08 Altona Bay i. Reef Code 11.09 Sticks Reef j. Reef Code 11.10 Williamstown k. Reef Code 11.11 St Kilda l. Reef Code 11.12 Brighton m. Reef Code 11.13 Black Rock n. Reef Code 11.14 Mordialloc o. Reef Code 11.15 Frankston p. Reef Code 11.16 Canadian Bay q. Reef Code 11.17 Mount Martha r. Reef Code 11.18 Portsea Bayside	1. 38°10'14"S 144°43'08"E 2. 38°10'14"S 144°44'27"E 3. 38°18'44"S 144°42'50"E 4. 38°19'07"S 144°42'50"E	5.0 tonnes
Back Beaches spatial management unit that includes: a. Reef Code 12.01 Nepean Bay b. Reef code 12.02 Portsea Ocean Beach c. Reef Code 12.03 Sorrento Ocean Beach d. Reef Code 12.04 Rye Ocean Beach e. Reef Code 12.05 Gunnamatta	1. 38°19'07"S 144°42'50"E 2. 38°18'44"S 144°42'50"E 3. 38°19'28"S 144°38'58"E 4. 38°21'41"S 144°38'49"E 5. 38°28'45"S 144°51'09"E 6. 38°28'45"S 144°53'09"E	49.4 tonnes
Flinders spatial management unit that includes: a. Reef Code 12.06 Cape Schanck b. Reef code 13.01 Bushrangers Bay c. Reef Code 13.02 Symmonds Bay West d. Reef Code 13.03 Symmonds Bay East e. Reef Code 13.04 Cairns Bay f. Reef Code 13.05 Flinders g. Reef Code 13.06 Western Port West h. Reef Code 13.07 West Head Tide	1. 38°28'45"S 144°53'09"E 2. 38°28'45"S 144°51'09"E 3. 38°30'23"S 145°00'32"E 4. 38°31'11"S 145°06'19"E 5. 38°27'38"S 145°09'39"E 6. 38°24'01"S 145°08'43"E 7. 38°23'27"S 145°07'42"E	28.1 tonnes

<b>Column 1</b> <b>Spatial management unit name</b>	<b>Column 2</b> <b>Coordinates bordering spatial management unit</b>	<b>Column 3</b> <b>Upper limit</b>
Phillip Island spatial management unit that includes: a. Reef Code 14.01 Ventnor – Flynn b. Reef Code 14.02 Cat Bay c. Reef Code 14.03 Seal Rocks d. Reef Code 14.04 Penguin Reserve e. Reef Code 14.05 Summerlands – Berry f. Reef Code 14.06 Pyramid Rock West g. Reef Code 14.07 Pyramid Rock East h. Reef Code 14.08 Sunderland Bay i. Reef Code 14.09 Cape Woolamai West j. Reef Code 14.10 Cape Woolamai East k. Reef Code 14.11 Summerlands	1. 38°27'55"S 145°09'55"E 2. 38°27'38"S 145°09'39"E 3. 38°31'11"S 145°06'19"E 4. 38°32'33"S 145°06'38"E 5. 38°33'55"S 145°23'03"E 6. 38°31'27"S 145°21'06"E 7. 38°31'06"S 145°21'50"E 8. 38°31'00"S 145°21'42"E	35.7 tonnes
Kilcunda spatial management unit that includes: a. Reef Code 15.01 San Remo b. Reef Code 15.02 Powlett c. Reef Code 15.03 Harmers Haven d. Reef Code 15.04 Cape Patterson e. Reef Code 15.05 Inverloch	1. 38°31'12"S 145°22'02"E 2. 38°31'06"S 145°21'50"E 3. 38°31'27"S 145°21'06"E 4. 38°33'55"S 145°23'03"E 5. 38°41'43"S 145°43'43"E 6. 38°38'33"S 145°43'43"E 7. 38°38'21"S 145°43'30"E	16.5 tonnes
Cape Liptrap spatial management unit that includes: a. Reef code 16.01 Venus Bay b. Reef Code 16.02 Morgans Beach c. Reef Code 16.03 Cape Liptrap West d. Reef Code 16.04 Cape Liptrap East e. Reef Code 16.05 Walkerville f. Reef Code 16.06 Waratah Reef	1. 38°38'33"S 145°43'43"E 2. 38°41'43"S 145°43'43"E 3. 38°53'14"S 146°02'24"E 4. 38°48'41"S 146°02'24"E	12.9 tonnes
Prom Westside spatial management unit that includes: a. Reef Code 16.07 Cotters Beach b. Reef Code 17.01 Shellback Island c. Reef Code 17.02 Tongue Point d. Reef Code 17.03 Norman Island e. Reef Code 17.04 Leonard Point f. Reef Code 17.05 Pillar Point g. Reef Code 17.10 Great Glennie Island h. Reef Code 17.11 Dannevig Island i. Reef Code 17.12 Citadel Island j. Reef Code 17.13 McHugh Island	1. 38°48'41"S 146°02'24"E 2. 38°53'14"S 146°02'24"E 3. 39°02'59"S 146°17'47"E 4. 39°02'28"S 146°19'34"E 5. Between the High Water Mark of Norman Island and a maximum depth of 30 m 6. 39°03'48"S 146°13'11"E 7. 39°05'09"S 146°13'11"E 8. 39°06'01"S 146°14'00"E 9. 39°07'10"S 146°14'00"E 10. Within 300 m of the High Water Marks of Great Glennie, Dannevig and McHugh Islands	27.3 tonnes

Column 1 Spatial management unit name	Column 2 Coordinates bordering spatial management unit	Column 3 Upper limit
Prom Eastside spatial management unit that includes: a. Reef Code 18.03 Refuge Cove b. Reef Code 18.04 Five Mile Beach c. Reef Code 18.05 Monkey Point d. Reef Code 18.06 Rabbit Island and Rock e. Reef Code 18.07 Three Mile Beach f. Reef Code 18.09 Ninety Mile Beach	1. 39°03'59"S 146°28'43"E 2. 39°04'02"S 146°28'41"E 3. 38°57'34"S 146°36'36"E 4. 38°53'29"S 146°36'36"E 5. 38°53'29"S 146°44'43"E 6. 38°54'12"S 146°44'43"E 7. 37°55'45"S 148°00'00"E 8. 37°52'52"S 148°00'00"E	8.1 tonnes
Cliffy Group spatial management unit that includes: a. Reef Code 18.08 Seal Island Group	1. 38°57'34"S 146°36'36"E 2. 38°53'29"S 146°36'36"E 3. 38°53'29"S 146°44'43"E 4. 38°54'12"S 146°44'43"E	6.5 tonnes

### Fisheries Act 1995

#### FISHERIES NOTICE 2020

I, Travis Dowling, Chief Executive Officer of the Victorian Fisheries Authority, as delegate of the Minister for Boating and Fishing, and having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Fisheries Notice under section 152 of the Act:

Dated 5 March 2020

TRAVIS DOWLING  
Chief Executive Officer

#### FISHERIES (WESTERN ABALONE ZONE) NOTICE 2020

##### 1. Title

This Notice may be cited as the Fisheries (Western Abalone Zone) Notice 2020.

##### 2. Objectives

The objective of this Notice is to fix minimum size limits for blacklip and greenlip abalone taken under an Abalone Fishery Access Licence in the western abalone zone.

##### 3. Authorising provision

This Notice is made under section 152 of the Act.

##### 4. Commencement

This Notice comes into operation on 1 July 2020.

##### 5. Definitions

In this Fisheries Notice –

‘western abalone zone’ means all Victorian waters west of longitude 142° 31' East.

##### 6. Minimum sizes for abalone taken from the western abalone zone

For the purposes of the Act, the minimum size with respect to the taking of blacklip abalone under an Abalone Fishery Access Licence from Victorian waters as specified in column 1 of Schedule 1 is the size specified for those waters in Column 2 of Schedule 1.

**Schedule 1**

<b>Column 1</b> <b>Waters taken from:</b> <b>Victorian Marine waters –</b>	<b>Column 2</b> <b>Minimum size</b> <b>(Millimetres)</b>
Discovery Bay sub-zone (i.e. reef code 1.01) The Discovery Bay sub-zone comprises all Victorian waters north of latitude 38 degrees 19.99 minutes S, between longitude 141 degrees 24.08 minutes E and the Victorian–South Australian border at latitude 140 degrees 57.983 minutes E.	125
Western abalone zone with the exception of the Discovery Bay sub-zone	130

**7. Minimum sizes for greenlip abalone taken from the western abalone zone**

For the purposes of the Act, the minimum size with respect to the taking of greenlip abalone under an Abalone Fishery Access Licence from Victorian waters as specified in column 1 of Schedule 2 is the size specified for those waters in Column 2 of Schedule 2.

**Schedule 2**

<b>Column 1</b> <b>Waters taken from</b> <b>Victorian marine waters –</b>	<b>Column 2</b> <b>Minimum size</b> <b>(Millimetres)</b>
Western abalone zone i.e. all Victorian waters west of longitude 142° 31' East.	135

Coordinate Datum used: WGS84

Under section 152(3), of the Act, if a provision of this Notice is inconsistent with any regulations, the Fisheries Notice prevails to the extent of the inconsistency. The general size limits specified in the Fisheries Regulations 2019 will continue to apply in circumstances where the size limits specified in clauses 6 and 7 do not apply. This includes abalone taken by a person who is not acting under an abalone fishery access licence.

**8. Abalone not to be taken from more than one size zone**

(1) For the purposes of section 67 of the Act –

- a) the taking of blacklip abalone under an Abalone Fishery Access Licence from more than one size zone on any fishing trip; or
- b) the possession of blacklip abalone taken from more than one size zone on-board any boat being used under an Abalone Fishery Access Licence; or
- c) the landing of blacklip abalone taken under an Abalone Fishery Access Licence from more than one size zone;

is prohibited.

**Note:** It is an offence under section 67(3) of the **Fisheries Act 1995** to fail to comply with a prohibition.

(2) A person who contravenes the prohibition in sub-clause (1) is liable to a further penalty –

- a) in the case of a first offence, a penalty not exceeding 0.5 of a penalty unit for each fish taken, possessed or landed in contravention of the prohibition;
- b) in the case of a subsequent offence, a penalty not exceeding 1 penalty unit for each fish taken, possessed or landed in contravention of the prohibition.

**9. Revocation**

Unless sooner revoked, this Notice will be revoked on 30 June 2021.

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**Fisheries Act 1995****FURTHER QUOTA ORDER FOR THE SCALLOP (OCEAN) FISHERY**

I, Travis Dowling, Chief Executive Officer, Victorian Fisheries Authority, as delegate of the Minister for Fishing and Boating and having undertaken consultation in accordance with section 3A of the **Fisheries Act 1995** (the Act), make the following Further Quota Order under section 64A(1) of the Act:

1. 1 April 2020 until 31 March 2021 is the quota period for the purposes of this Order.
2. The total allowable catch for the Scallop (Ocean) Fishery during the quota period is 135 tonnes (shell weight).
3. An individual quota unit for the Scallop (Ocean) Fishery is 1.5 tonnes (shell weight).

This Order commences on 1 April 2020 and expires on 31 March 2021.

Dated 11 March 2020

TRAVIS DOWLING  
Chief Executive Officer  
Victorian Fisheries Authority

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**Geographic Place Names Act 1998****CORRIGENDUM**

In the Victoria Government Gazette, Notice of Registration, G10, 12 March 2020, under **Geographic Place Names Act 1998**, Road Naming, the road name should read Ciconte Close.

Office of Geographic Names

Land Use Victoria  
2 Lonsdale Street  
Melbourne 3000

CRAIG L. SANDY  
Registrar of Geographic Names

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

I, Bethany Roberts, Deputy Chief Fire Officer, Gippsland Region, Department of Environment, Land, Water and Planning, make the following determination under section 57U of the **Forests Act 1958**.

**Definitions**

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

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

**Determination**

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

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DELWP region	Column 3 DELWP district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	LEGL./20-133	Gippsland	SNOWY	Cann River Golf Course	20/03/2020	30/06/2020
2	LEGL./20-124	Gippsland	SNOWY	Mallacoota	20/03/2020	30/06/2020
3	LEGL./17-633	Gippsland	SNOWY	Emphields Track	23/03/2020	30/06/2020
4	LEGL./20-125	Gippsland	TAMBO	Lakes Casey Creek	20/03/2020	30/06/2020
5	LEGL./20-126	Gippsland	TAMBO	Nowa Nowa Stockyard	20/03/2020	30/06/2020
6	LEGL./20-127	Gippsland	TAMBO	Kenny Road	20/03/2020	30/06/2020
7	LEGL./20-128	Gippsland	TAMBO	Wattle Hill	20/03/2020	30/06/2020
8	LEGL./20-132	Gippsland	TAMBO	Wairewa	20/03/2020	30/06/2020
9	LEGL./20-131	Gippsland	TAMBO	Rail Crossing	20/03/2020	30/06/2020
10	LEGL./20-130	Gippsland	TAMBO	Parkers Lane	20/03/2020	30/06/2020
11	LEGL./20-129	Gippsland	TAMBO	Falkner Spur	20/03/2020	30/06/2020
12	LEGL./18-334	Gippsland	TAMBO	Red Knob	20/03/2020	30/06/2020

**Notes**

1. The information in columns 2, 3 and 4 of the table is for information only.
2. **DELWP** means Department of Environment, Land, Water and Planning.
3. The legal plan of any firewood collection area may be obtained from the Central Plan Office of the Department of Environment, Land, Water and Planning – see <<https://www.landata.vic.gov.au> select Central Plan Office, and LEGL Plan. Maps of firewood collection areas that are open from time to time may be obtained from <[www.ffm.vic.gov.au/firewood](http://www.ffm.vic.gov.au/firewood)>.
4. There are no firewood collection areas open outside the firewood collection seasons as defined in the **Forests Act 1958**.

Dated 17 March 2020

BETHANY ROBERTS  
Deputy Chief Fire Officer, Gippsland Region  
Department of Environment, Land, Water and Planning  
as delegate of the Secretary to the  
Department of Environment, Land, Water and Planning

**Health Complaints Act 2016**

## Section 90

**INTERIM PROHIBITION ORDER**

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

The Health Complaints Commissioner (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 being provided 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.

<b>Name of the general health service provider on whom the Interim Prohibition Order is imposed:</b>	Elma Izic of Point Cook in the State of Victoria trading as Allegra Cole Cosmetic Clinic (ABN 13140346817)
<b>Date this Interim Prohibition Order is made:</b>	28 February 2020
<b>Date on which this Interim Prohibition Order expires:</b>	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 21 May 2020 while an investigation is conducted unless it is varied or revoked before that date.
<b>Effect of this Interim Prohibition Order:</b>	<ol style="list-style-type: none"> <li>1. The general health service provider named above must not: <ul style="list-style-type: none"> <li>• advertise or cause to be advertised, or</li> <li>• offer or cause to be offered, or</li> <li>• provide or cause to be provided</li> </ul> any general health service (paid or otherwise, in a clinical or non-clinical capacity), where the health service involves any cosmetic surgical and medical procedure, including any cosmetic surgical procedure that involves cutting the skin and any cosmetic medical procedure that involves piercing the skin, including cosmetic treatments using a needleless insertion practice, such as a hyaluron pen. </li> <li>2. The general health service provider named above must not be in possession of or store any Schedule 4 poison, including but not limited to, Botulinum toxin (Botox) and hyaluronic acid injection or insertion preparations (dermal fillers).</li> <li>3. The general health service provider named above must not administer or cause to be administered to any person any unregistered therapeutic good or scheduled medicine.</li> <li>4. The general health service provider named above must not establish, direct or otherwise operate any business that provides any general health service (paid or otherwise, in a clinical or non-clinical capacity), where the health service involves any cosmetic surgical and medical procedure, including any cosmetic surgical procedure that involves cutting the skin and any cosmetic medical procedure that involves piercing the skin, including cosmetic treatments using a needleless insertion practice, such as a hyaluron pen.</li> </ol>

	<p>5. The general health service provider named above must display a copy of this Interim Prohibition Order at any premises where she provides general health services and ensure that it is easily visible to the public.</p> <p>6. The general health service provider named above must publish a copy of this Interim Prohibition Order on any website or social media platform she uses to offer or promote any general health services (including any website or social media platform connected with Allegra Cole Cosmetic Clinic).</p>
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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](http://www.hcc.vic.gov.au)

KAREN CUSACK  
Health Complaints Commissioner

### Health Complaints Act 2016

#### Section 90

#### INTERIM PROHIBITION ORDER

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

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 being provided 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.

<b>Name of the general health service provider on whom the order is imposed:</b>	Liviu Igescu of Taggerty in the State of Victoria
<b>Date this Interim Prohibition Order is made:</b>	3 March 2020
<b>Date on which this Interim Prohibition Order expires:</b>	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 25 May 2020 while an investigation is conducted unless it is varied or revoked before that date.
<b>Effect of this Interim Prohibition Order:</b>	<p>The general health service provider named above must not:</p> <ol style="list-style-type: none"> <li>1. Advertise, or cause to be advertised, any general health service, paid or otherwise, in a clinical or non-clinical capacity;</li> <li>2. Offer, or cause to be offered, any general health service, paid or otherwise, in a clinical or non-clinical capacity;</li> <li>3. Provide, or cause to be provided, any general health service, paid or otherwise, in a clinical or non-clinical capacity;</li> <li>4. Establish, direct or otherwise, operate any business that conducts any of the above activities.</li> </ol>

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](http://www.hcc.vic.gov.au)

KAREN CUSACK  
Health Complaints Commissioner

### Health Complaints Act 2016

#### Section 90

#### INTERIM PROHIBITION ORDER

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

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 being provided 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.

<b>Name of the general health service provider on whom the order is imposed:</b>	Diana Igescu of Taggerty in the State of Victoria
<b>Date this Interim Prohibition Order is made:</b>	3 March 2020
<b>Date on which this Interim Prohibition Order expires:</b>	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 25 May 2020 while an investigation is conducted unless it is varied or revoked before that date.
<b>Effect of this Interim Prohibition Order:</b>	<p>The general health service provider named above must not:</p> <ol style="list-style-type: none"> <li>1. Advertise, or cause to be advertised, any general health service, paid or otherwise, in a clinical or non-clinical capacity;</li> <li>2. Offer, or cause to be offered, any general health service, paid or otherwise, in a clinical or non-clinical capacity;</li> <li>3. Provide, or cause to be provided, any general health service, paid or otherwise, in a clinical or non-clinical capacity;</li> <li>4. Establish, direct or otherwise, operate any business that conducts any of the above activities.</li> </ol>

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](http://www.hcc.vic.gov.au)

KAREN CUSACK  
Health Complaints Commissioner

**Health Complaints Act 2016**

## Section 90

**INTERIM PROHIBITION ORDER**

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

The Health Complaints Commissioner (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 being provided 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.

<b>Name of the general health service provider on whom the Interim Prohibition Order is imposed:</b>	Denise Abadee, also trading as 'The Wellbeing Planet' ABN 75 748 208 135
<b>Date this Interim Prohibition Order is made:</b>	9 March 2020
<b>Date on which this Interim Prohibition Order expires:</b>	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 31 May 2020 while an investigation is conducted unless it is revoked before that date.
<b>Effect of this Interim Prohibition Order:</b>	<ol style="list-style-type: none"><li>1. The general health service provider named above must not (directly or indirectly) own, operate, manage or be a director of any general health service that provides inpatient or residential rehabilitation services to treat addiction to alcohol and other drugs.</li><li>2. The general health service provider named above must notify the Health Complaints Commissioner within 7 days if she:<ul style="list-style-type: none"><li>• advertises or causes to be advertised, or</li><li>• offers or causes to be offered, or</li><li>• provides or causes to be provided</li></ul>any general health service (paid or otherwise, in a clinical or non-clinical capacity) including, but not limited to, the treatment of addiction to alcohol and other drugs.</li><li>3. The general health service provider named above must display a copy of this Interim Prohibition Order at the premises of any business she conducts and ensure that it is easily visible to the public.</li><li>4. The general health service provider named above must publish a copy of this Interim Prohibition Order on any website she uses to promote any business she conducts.</li></ol>

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](http://www.hcc.vic.gov.au)

KAREN CUSACK  
Health Complaints Commissioner

**Health Complaints Act 2016**

## Section 90

**INTERIM PROHIBITION ORDER**

This Interim Prohibition Order is made pursuant to section 90 of the **Health Complaints Act 2016**.

The Health Complaints Commissioner (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 being provided 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.

<b>Name of the general health service provider on whom the Interim Prohibition Order is imposed:</b>	Craig McDonald, principal at 'The Wellbeing Planet' ABN 75 748 208 135
<b>Date this Interim Prohibition Order is made:</b>	9 March 2020
<b>Date on which this Interim Prohibition Order expires:</b>	An Interim Prohibition Order can remain in force for up to 12 weeks. This Interim Prohibition Order will remain in force until 31 May 2020 while an investigation is conducted unless it is revoked before that date.
<b>Effect of this Interim Prohibition Order:</b>	<ol style="list-style-type: none"> <li>1. The general health service provider named above must not (directly or indirectly) own, operate, manage or be a director of any general health service that provides inpatient or residential rehabilitation services to treat addiction to alcohol and other drugs.</li> <li>2. The general health service provider named above must notify the Health Complaints Commissioner within 7 days if he: <ul style="list-style-type: none"> <li>• advertises or causes to be advertised, or</li> <li>• offers or causes to be offered, or</li> <li>• provides or causes to be provided</li> </ul> any general health service (paid or otherwise, in a clinical or non-clinical capacity) including, but not limited to, the treatment of addiction to alcohol and other drugs.</li> <li>3. The general health service provider named above must display a copy of this Interim Prohibition Order at the premises of any business he conducts and ensure that it is easily visible to the public.</li> <li>4. The general health service provider named above must publish a copy of this Interim Prohibition Order on any website he uses to promote any business he conducts.</li> </ol>

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](http://www.hcc.vic.gov.au)

KAREN CUSACK  
Health Complaints Commissioner

**Heritage Act 2017****NOTICE UNDER SECTION 137 OF THE HERITAGE ACT 2017 REGARDING COVENANT  
PURSUANT TO SECTION 134 OF THE HERITAGE ACT 2017  
HERITAGE PLACE NO. H2053**

Bickleigh Vale, 5–27 Bickleigh Vale Road and 2–28 Bickleigh Vale Road and  
112–142 Cardigan Road and 9–23 Pine Road and 80–106 Pembroke Road and  
1–9, 2 Edna Walling Lane, Mooroolbark, Victoria 3138

It is proposed that the Heritage Council of Victoria enter into a Covenant pursuant to section 134(1) of the **Heritage Act 2017** in relation to the above Heritage Place with Christopher and Carole Baker, the owner of 15 and 11 Bickleigh Vale Road, at the above Heritage Place.

The Covenant will bind the owner of the above Heritage Place to the development of Lot 1, 15 and 11 Bickleigh Vale Road at the Heritage Place in accordance with the terms of the Covenant H2053 Bickleigh Vale,  
Lot 1, 11 and 15 Bickleigh Vale Road, Mooroolbark, Victoria 3138  
Under the **Heritage Act 2017**.

Date of covenant:

Between Christopher Charles Baker and Carole Lucia Baker and the Heritage Council

**AGREEMENT:**

The Owners and the Heritage Council covenant and agree that the Owner of Lot 1, 11 and 15 Bickleigh Vale Road, will at its own expense, care for Lot 1 of the Heritage Place in accordance with the Act.

All development of Lot 1 (as identified in the Plan) of the Heritage Place is to be in accordance with the endorsed Design Guidelines.

The form of the Covenant is viewable at the offices of Heritage Victoria, 150 Lonsdale Street, Melbourne, telephone (03) 7022 6390, during business hours.

Any person wishing to make a written submission in response to the Covenant should write to the Executive Director, Heritage Victoria, care of the above address within 28 days of the publication of this notice.

STEVEN AVERY  
Executive Director  
Heritage Victoria

Pursuant to the instrument of delegation  
section 15(1) of the **Heritage Act 2017**



**Marine Safety Act 2010**  
Section 208(2)

**NOTICE OF BOATING ACTIVITY EXCLUSION ZONE**

Hindmarsh Shire Council as the declared waterway manager for the Wimmera River (within the Shire of Hindmarsh) hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that all persons and vessels not registered to take part in the Barefoot SA Tournament are prohibited from entering and remaining in the following waters.

Waters of the Wimmera River – Dimboola, between the Lloyd Street Boat Ramp upstream to 10 metres north of the Rowing Club Ramp.

The exclusion zone will be in effect from 7.00 am to 7.00 pm on Thursday 26 March 2020, 7.00 am to 7.00 pm on Friday 27 March 2020, 7.00 am to 7.00 pm on Saturday 28 March 2020 and 7.00 am to 11.00 am on Sunday 29 March 2020.

Dated 16 March 2020

HINDMARSH SHIRE COUNCIL

**Plant Biosecurity Act 2010**

**ORDER PROHIBITING OR RESTRICTING THE ENTRY OR IMPORTATION INTO  
VICTORIA OF MATERIALS WHICH ARE HOSTS OF FIRE ANTS**

I, Rosa Crnov, as delegate of the Minister for Agriculture, being of the reasonable suspicion that the exotic pest fire ant 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 fire ants.

**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 fire ant* made under section 36(1) of the **Plant Biosecurity Act 2010**, and published in Victoria Government Gazette G12 on 21 March 2019 at pages 468–470 is **revoked**.

**5 Definitions**

In this Order –

‘**fire ant**’ means the exotic pest red imported fire ant, *Solenopsis invicta* (Buren).

‘**host material**’ means any material capable of harbouring fire ants including plants, plant products, agricultural equipment and used packages, but excludes tissue culture, bare rooted plants washed free of soil and seedlings in plugs/cells.

**6 Prohibitions, restrictions and conditions**

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

- (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) originates from an area for which there is currently in force an area freedom certificate issued by an officer responsible for agriculture in the State or Territory from which the material originated certifying that the area from which the material originated is known to be free of fire ants; 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) enters Victoria under and in accordance with a permit issued by an inspector and there is compliance with any conditions or requirements set out in the permit.

**7 Verification of Consignments**

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 inspection; or
- (b) verified by a person accredited to do so by the Department of Jobs, Precincts and Regions.

**8 Expiry**

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

**Schedule**

Host material must –

- 1) be grown or sourced from a property located more than 5 km of a known or suspected infestation of fire ants; or
- 2) be grown on, or sourced from, a property –
  - a) which has been inspected within the last 28 days and found free of fire ants; and
  - b) which has not shared host material with another property known to be infested with fire ants unless that host material has been given approved treatment; and
  - c) where the host material has been stored in a manner to prevent infestation; and
  - d) where the host material has been inspected and found free of fire ants; or
- 3) in the case of containerised, potted and root-balled plants, trees and propagules, be –
  - a) stored in an isolated secure area, more than 5m from plants that have not been treated in accordance with sub-clause (b) or (c); and
  - b) for food plants and fruit trees, with fruits removed, treated, not less than 48 hours prior to dispatch, in accordance with any label instructions and AVPMA permit, with –
    - i) 30–40 ml of a 500 g/L chlorpyrifos concentrate per 100 L of water as either a drench treatment, or by full immersion in a prepared dip, or
    - ii) 16 ml of a 12.5 g/L cyfluthrin concentrate per 10 L of water as a drench treatment.

- c) for ornamental nursery plants, other than food plants or fruit trees, treated, not less than 48 hours prior to dispatch, in accordance with any label instructions and AVPMA permit, with, –
  - i) 30–40 ml of a 500 g/L chlorpyrifos concentrate per 100 L of water as either a drench treatment, or by full immersion in a prepared dip, or
  - ii) 16 ml of a 12.5 g/L cyfluthrin concentrate per 10 L of water as a drench treatment, or
  - iii) 2 g/kg bifenthrin granular insecticide at 10–25 ppm per cubic metre of potting media; or
  - iv) 100 g/kg chlorpyrifos granular insecticide (suSCon Green) at 1 kg per cubic metre of potting media; and
- d) inspected and found free of fire ants; or
- 4) in the case of any earth and landscaping material, including potting media and organic mulch, be –
  - a) treated by –
    - i) heating the entire mass to a minimum temperature of 65.5°C using steam or dry heat; or
    - ii) fumigating with a product containing 1000 g/kg methyl bromide, at the rate of 48 g/m<sup>3</sup> at 21°C for at least 24 hours; or
    - iii) in the case of diagnostic samples, freezing to at least -20°C for at least 24 hours; and
  - b) produced, stored, handled and consigned in such a manner that would prevent infestation or destroy all life stages of fire ants; and
  - c) remain packed in the original sealed bag or container in which it was first commercially packed; or
- 5) in the case of hay and straw, be –
  - a) treated by –
    - i) fumigation with a product containing 1000 g/kg methyl bromide at a rate of 48 g/m<sup>3</sup> at 21°C for at least 24 hours, and
    - ii) stored, handled and consigned after treatment so as to prevent infestation with fire ants, and
    - iii) Inspected and found free of fire ants, and
    - iv) dispatched within 28 days of treatment; or
  - b) processed by hammer milling where –
    - i) the property has been inspected not less than seven days prior to consignment and found free of fire ants, and
    - ii) the material is –
      - (A) passed through a mesh of not more than 50 mm in size; and
      - (B) passed over a mesh of not more than 3 mm in size to remove small particulates; and
      - (C) immediately bagged into vacuum sealed bags; and
      - (D) inspected at the rate of 1 in 50 bags to ensure they are properly sealed; or

- 
- 6) in the case of turf, be –
    - a) treated by cover spraying, at least 48 hours before lifting, with a solution containing 500 g/l of chlorpyrifos applied at the rate of 2 L/ha; and
    - b) despatched within 28 days of treatment; or
  - 7) in the case of agricultural equipment and used packages, be –
    - a) cleaned free of soil and organic matter by –
      - i) brushing; or
      - ii) high pressure water; or
      - iii) steam; and
    - b) inspected and found free of soil, organic matter and fire ants.

**Notes:**

Section 38 of the Act provides that it is an offence for a person to cause, permit or assist any plant, plant product, plant vector, used equipment, used package, earth material or beehive to enter Victoria in contravention of an importation order under section 36. The maximum penalty of 60 penalty units applies in the case of a natural person, and 300 penalty units in the case of a body corporate.

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

Dated 14 March 2020

ROSA CRNOV  
Chief Plant Health Officer

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**Water Act 1989****REVOCATION OF ORDER DECLARING THE COLIBAN RESERVOIRS  
RECREATIONAL AREA – SECTION 122ZA WATER ACT 1989**

Pursuant to section 122ZA of the **Water Act 1989**, I hereby revoke the Declaration of Recreational Area made for Coliban Reservoirs by Order in Council under section 206A of the **Water Act 1958** and published in the Government Gazette No. 17 of 8 March 1978 at page 607.

Dated 5 March 2020

Responsible Minister:  
LISA NEVILLE MP  
Minister for Water

**Water Act 1989****DETERMINATION OF RECREATIONAL AREAS – SECTION 122ZA WATER ACT 1989**

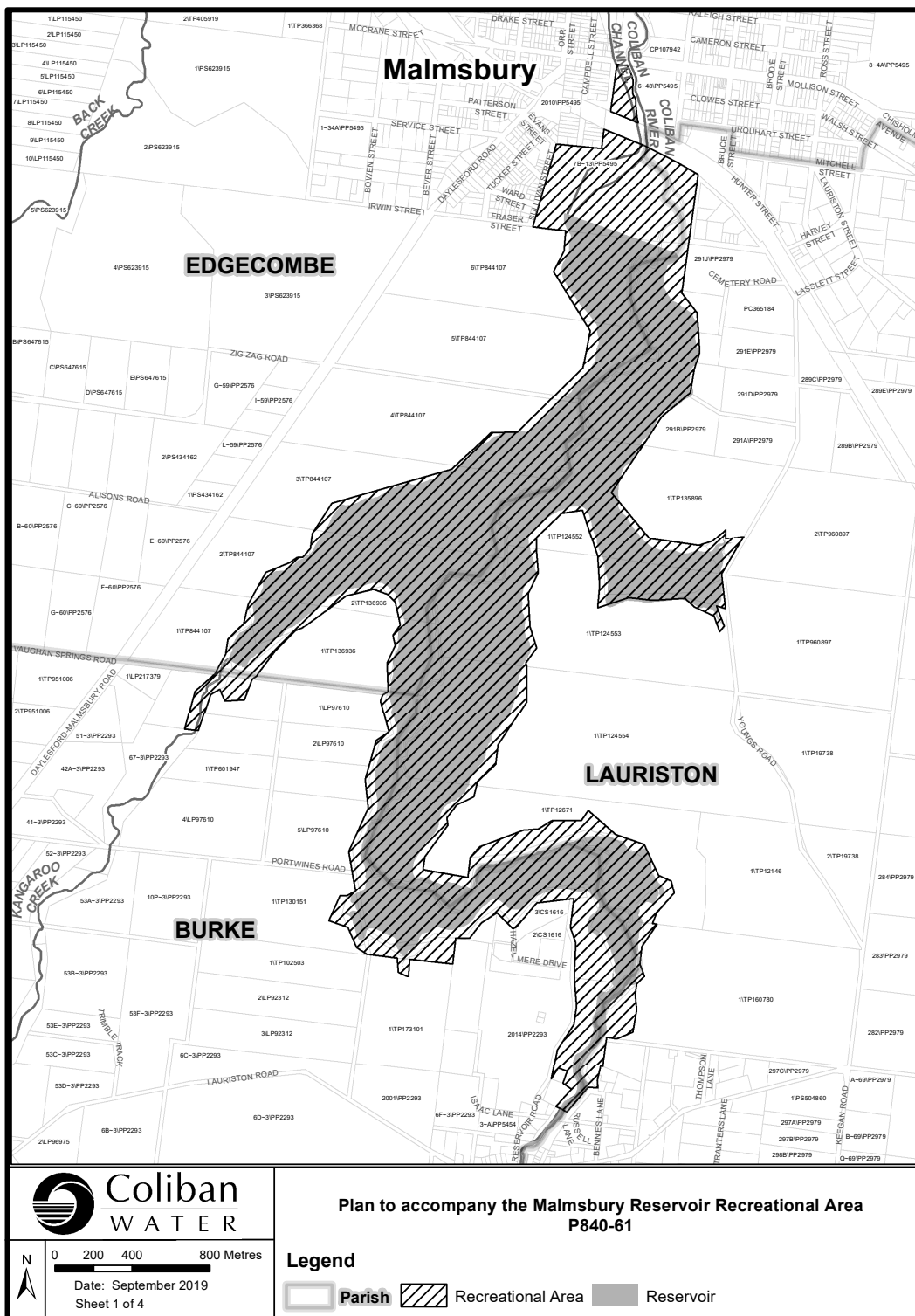
Pursuant to section 122ZA of the **Water Act 1989**, I hereby determine the land hatched on the accompanying plans:

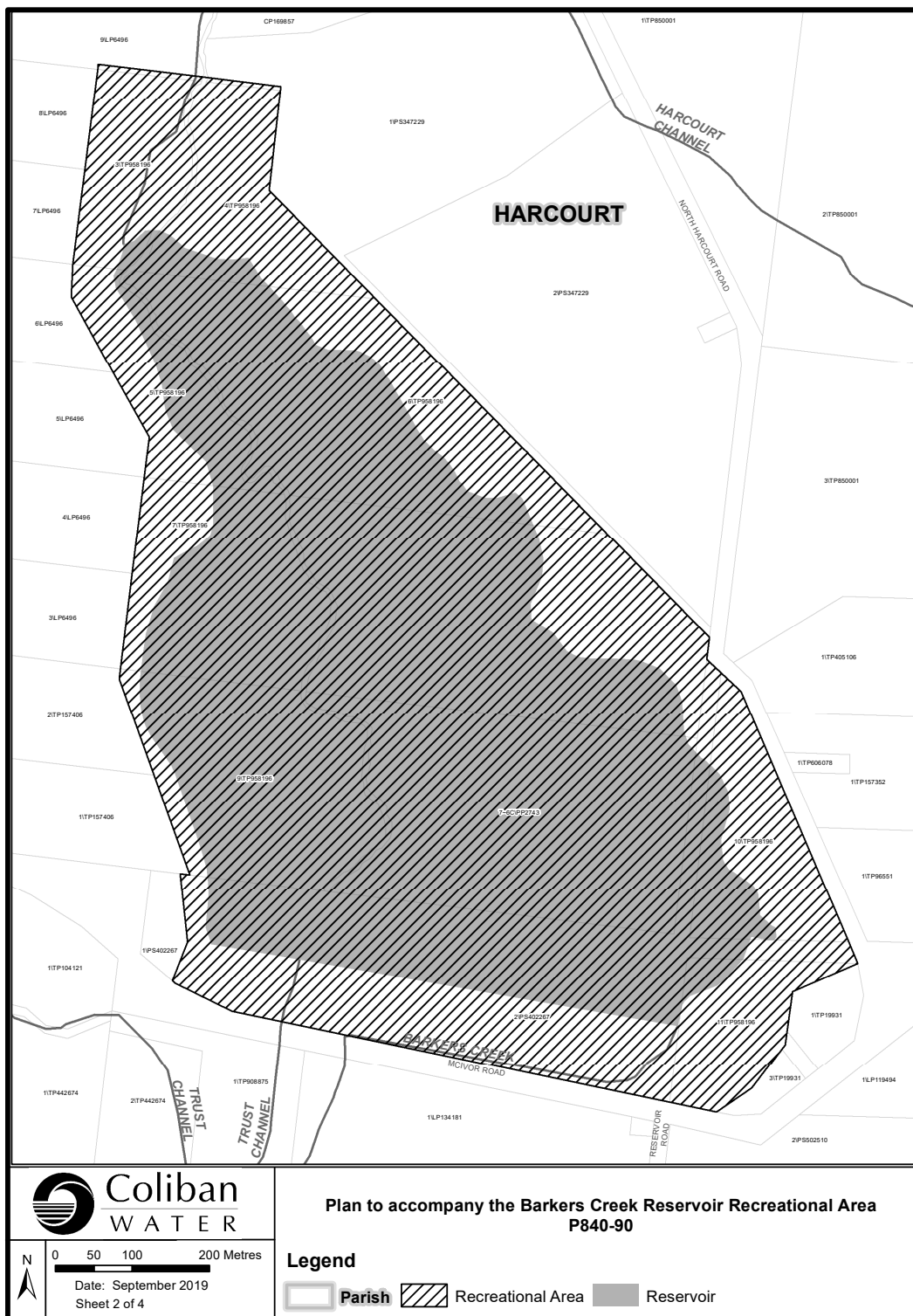
- P840-61 to be the Malmsbury Reservoir Recreational Area
- P840-90 to be the Barkers Creek Reservoir Recreational Area
- P840-71 to be the Lauriston Reservoir Recreational Area
- P840-81 to be the Upper Coliban Reservoir Recreational Area.

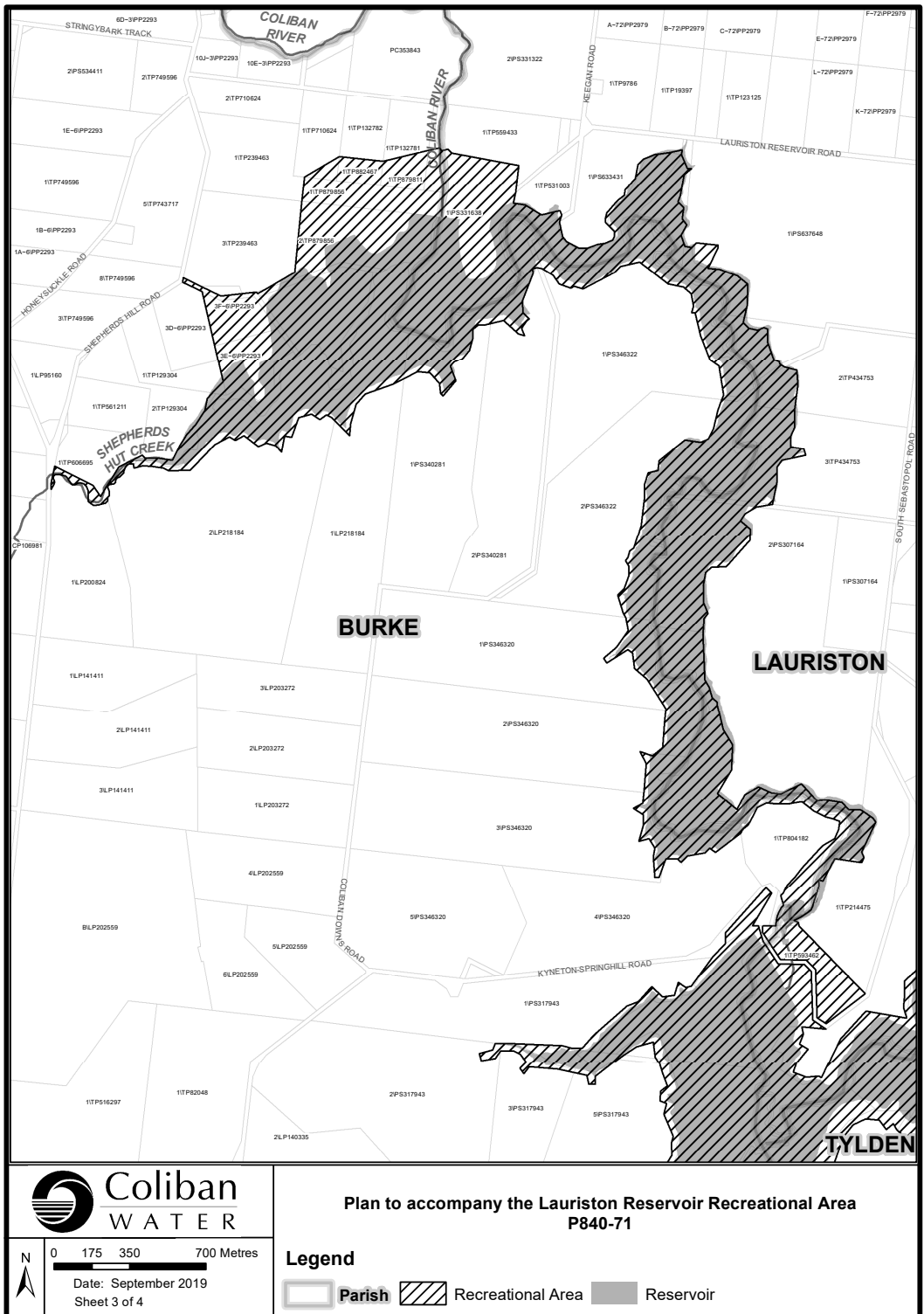
For the purposes of section 122ZA, the Recreational Areas shall be managed and controlled by Coliban Region Water Corporation for the period of 25 years. These plans will be held in the offices of Coliban Region Water Corporation at 37–45 Bridge Street, Bendigo, Victoria 3550.

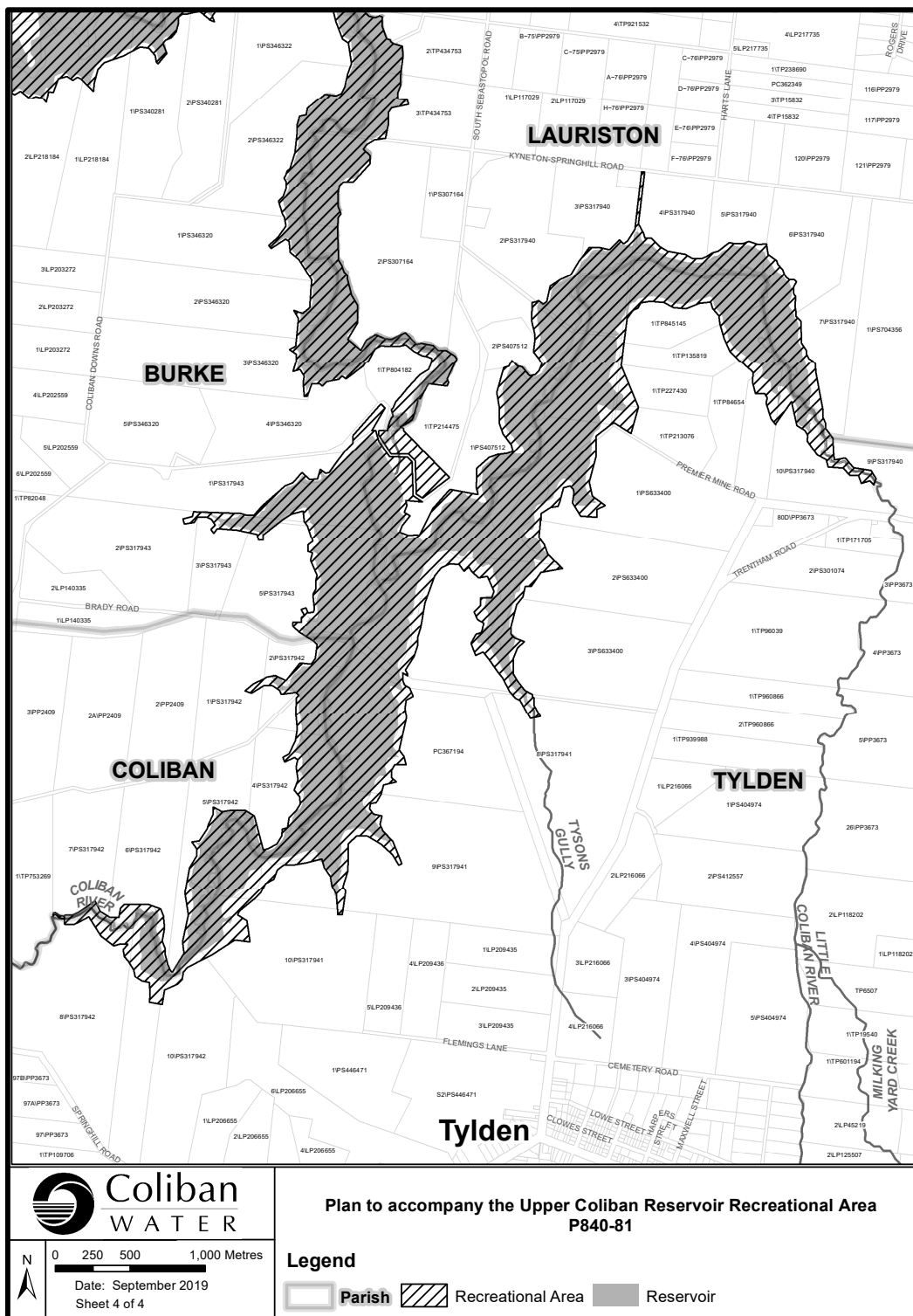
Dated 5 March 2020

Responsible Minister:  
LISA NEVILLE MP  
Minister for Water









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

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

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

## Schedule of Charge Tolls and Maximum Charge Tolls

Category of Vehicle Tollable Section	Car	Light Commercial Vehicle	Heavy Commercial Vehicle – Day	Heavy Commercial Vehicle – Night	Motor Cycle
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	2.60	4.16	7.79	5.20	1.30
Western Link Section 1, between Racecourse Road and Dynon Road	2.60	4.16	7.79	5.20	1.30
Western Link Section 2, between Footscray Road and West Gate Freeway	3.25	5.20	9.75	6.50	1.62
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:	3.25	5.20	9.75	6.50	1.62
(a) between Punt Road and the exit to Boulton Parade; and (b) comprising Boulton Parade					
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	5.85	9.35	17.54	11.69	2.92
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:	2.60	4.16	7.79	5.20	1.30
(a) between Punt Road and the exit to Boulton Parade; and (b) comprising Boulton Parade					
Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	2.60	4.16	7.79	5.20	1.30
Southern Link Section 1, between Glenferrie Road and Burnley Street	2.60	4.16	7.79	5.20	1.30
Southern Link Section 5, between Burnley Street and Glenferrie Road	2.60	4.16	7.79	5.20	1.30
Exhibition Street Extension	1.62	2.60	4.87	3.25	0.81

Southern Link Section 1, between Punt Road and Swan Street Intersection, other than: (a) that part of Southern Link Section 1: (i) between Punt Road and the exit to Boulton Parade; and (ii) comprising Boulton Parade; and (b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road	1.62	2.60	4.87	3.25	0.81
Southern Link Section 5, between Swan Street Intersection and Punt Road	1.62	2.60	4.87	3.25	0.81

## Notes:

- When travelling on Southern Link Section 1 between Burnley Street and Punt Road and then onto Batman Avenue, the Tollable Sections may be combined for the purposes of levying Tolls.
- When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
- A reference in the description of a Tollable Section to a part of the Southern Link between a particular street or road and Burnley Street, includes that part of the Southern Link between that particular street or road and where Burnley Street would cross the Southern Link if Burnley Street continued in a straight southerly direction from its southernmost extremity.
- In this table:  
‘Heavy Commercial Vehicle – Day’ refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 6.00 am and 8.00 pm;  
‘Heavy Commercial Vehicle – Night’ refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 8.00 pm and 6.00 am;  
‘Boulton Parade’ includes the off-ramp connecting the rest of the Southern Link to Boulton Parade;  
‘Burnley Tunnel’ means the eastbound tunnel between Sturt Street and Burnley Street;  
‘Domain Tunnel’ means the westbound tunnel between Punt Road and Sturt Street; and  
‘Swan Street Intersection’ means the intersection between Swan Street and Batman Avenue.

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

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 6.00 am and 8.00 pm	9.75	15.59	29.24	4.87
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 8.00 pm and 6.00 am	9.75	15.59	19.49	4.87

**Day Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Day Toll</b>	18.70	40.54	75.53	9.35

**Taxi Tolls (\$/Taxi)**

<b>Trip</b>	<b>Taxi Toll</b>
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	6.40
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and/or Exhibition Street Extension*** and no other Tollable Sections	6.40
Trips involving use of Tollable Sections which comprise both the Western Link* and either or both of the Southern Link** and the Exhibition Street Extension***	8.45

\* The Western Link comprises the following three Tollable Sections:

1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
2. Western Link Section 1, between Racecourse Road and Dynon Road.
3. Western Link Section 2, between Footscray Road and West Gate Freeway.

\*\* The Southern Link comprises the following eight Tollable Sections:

1. Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.

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

\*\*\* The Exhibition Street Extension comprises the following Tollable Section:

1. Exhibition Street Extension.

#### **Taxi Day Tolls (\$/Taxi)**

<b>Taxi</b>	<b>Taxi Day Toll</b>
Metropolitan Taxi	18.70
A Taxi not being a Metropolitan Taxi	7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 30 June 2020.

Capitalised terms in this notice that are defined in:

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

subject to the provisions of the IFA.

R. A. LIATIS  
Company Secretary  
CityLink Melbourne Limited  
(ABN 65 070 810 678)

H. A. BYRNE  
Director  
CityLink Melbourne Limited  
(ABN 65 070 810 678)

# AGREEMENT FOR THE EXHIBITION STREET EXTENSION PROJECT

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

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

## Charge Tolls (\$/vehicle)

Category of Vehicle Tollable Section	Car	Light Commercial Vehicle	Heavy Commercial Vehicle – Day	Heavy Commercial Vehicle – Night	Motor Cycle
Exhibition Street Extension	1.62	2.60	4.87	3.25	0.81

Note:

In this table:

'Heavy Commercial Vehicle – Day' refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 6.00 am and 8.00 pm.

'Heavy Commercial Vehicle – Night' refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 8.00 pm and 6.00 am.

Clepc intends that these Charge Tolls will first apply in the quarter ending 30 June 2020.

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

R. A. LIATIS  
Company Secretary  
City Link Extension Pty Limited  
ABN 40 082 058 615

H. A. BYRNE  
Director  
City Link Extension Pty Limited  
ABN 40 082 058 615

### AGREEMENT FOR THE MELBOURNE CITY LINK

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

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

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

<b>Category of Vehicle</b>	<b>Car</b>	<b>Light Commercial Vehicle</b>	<b>Heavy Commercial Vehicle – Day</b>	<b>Heavy Commercial Vehicle – Night</b>	<b>Motor Cycle</b>
<b>Tollable Section</b>					
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	2.60	4.16	7.79	5.20	1.30
Western Link Section 1, between Racecourse Road and Dynon Road	2.60	4.16	7.79	5.20	1.30
Western Link Section 2, between Footscray Road and West Gate Freeway	3.25	5.20	9.75	6.50	1.62
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:	3.25	5.20	9.75	6.50	1.62
(a) between Punt Road and the exit to Boulton Parade; and					
(b) comprising Boulton Parade					
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	5.85	9.35	17.54	11.69	2.92
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:	2.60	4.16	7.79	5.20	1.30
(a) between Punt Road and the exit to Boulton Parade; and					
(b) comprising Boulton Parade					

Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	2.60	4.16	7.79	5.20	1.30
Southern Link Section 1, between Glenferrie Road and Burnley Street	2.60	4.16	7.79	5.20	1.30
Southern Link Section 5, between Burnley Street and Glenferrie Road	2.60	4.16	7.79	5.20	1.30
Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:	1.62	2.60	4.87	3.25	0.81
(a) that part of Southern Link Section 1:					
(i) between Punt Road and the exit to Boulton Parade; and					
(ii) comprising Boulton Parade; and					
(b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road					
Southern Link Section 5, between Swan Street Intersection and Punt Road	1.62	2.60	4.87	3.25	0.81

## Notes:

- When travelling on Southern Link Section 1 between Burnley Street and Punt Road and then onto Batman Avenue, the Tollable Sections may be combined for the purposes of levying Tolls.
- When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
- A reference in the description of a Tollable Section to a part of the Southern Link between a particular street or road and Burnley Street, includes that part of the Southern Link between that particular street or road and where Burnley Street would cross the Southern Link if Burnley Street continued in a straight southerly direction from its southernmost extremity.
- In this table:
  - ‘Heavy Commercial Vehicle – Day’ refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 6.00 am and 8.00 pm;
  - ‘Heavy Commercial Vehicle – Night’ refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 8.00 pm and 6.00 am;
  - ‘Boulton Parade’ includes the off-ramp connecting the rest of the Southern Link to Boulton Parade;
  - ‘Burnley Tunnel’ means the eastbound tunnel between Sturt Street and Burnley Street;
  - ‘Domain Tunnel’ means the westbound tunnel between Punt Road and Sturt Street; and
  - ‘Swan Street Intersection’ means the intersection between Swan Street and Batman Avenue.

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

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 6.00 am and 8.00 pm	9.75	15.59	29.24	4.87
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 8.00 pm and 6.00 am	9.75	15.59	19.49	4.87

**Day Tolls (\$/vehicle)**

<b>Category of Vehicle</b>	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
<b>Day Toll</b>	18.70	40.54	75.53	9.35

**Taxi Tolls (\$/Taxi)**

<b>Trip</b>	<b>Taxi Toll</b>
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	6.40
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and no other Tollable Sections	6.40
Trips involving use of Tollable Sections which comprise both the Western Link* and the Southern Link**	8.45

\* The Western Link comprises the following three Tollable Sections:

1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
2. Western Link Section 1, between Racecourse Road and Dynon Road.
3. Western Link Section 2, between Footscray Road and West Gate Freeway.

\*\* The Southern Link comprises the following eight Tollable Sections:

1. Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.

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

#### Taxi Day Tolls (\$/Taxi)

Taxi	Taxi Day Toll
Metropolitan Taxi	18.70
A Taxi not being a Metropolitan Taxi	7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 30 June 2020.

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

R. A. LIATIS  
Company Secretary  
CityLink Melbourne Limited  
(ABN 65 070 810 678)

H. A. BYRNE  
Director  
CityLink Melbourne Limited  
(ABN 65 070 810 678)

**Melbourne City Link Act 1995**  
**NOTICE UNDER SECTION 71(1)**

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

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

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

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

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

**Car** is a Motor Vehicle, other than:

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

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

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

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

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

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

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

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

**HCV – Day** refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 6.00 am and 8.00 pm.

**HCV – Night** refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 8.00 pm and 6.00 am.

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

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

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

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

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

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

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

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

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

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

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

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

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

**vehicle** has the same meaning as in the Act.

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

Table One					
Toll Zone	Toll				
	Car	LCV	HCV – Day	HCV – Night	Motor Cycle
1. That part of the Link road between Moreland Road and Brunswick Road.	\$2.60	\$4.16	\$7.79	\$5.20	\$1.30
2. That part of the Link road between Racecourse Road and Dynon Road.	\$2.60	\$4.16	\$7.79	\$5.20	\$1.30
3. That part of the Link road between Footscray Road and the West Gate Freeway.	\$3.25	\$5.20	\$9.75	\$6.50	\$1.62
4. That part of the Link road being the Domain Tunnel and that part of the Link road leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of the Link road – <ul style="list-style-type: none"> <li>(a) being the eastbound carriageways of the Link road;</li> <li>(b) between Punt Road and the exit to Boulton Parade; and</li> <li>(c) comprising Boulton Parade.</li> </ul>	\$3.25	\$5.20	\$9.75	\$6.50	\$1.62
5. That part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$5.85	\$9.35	\$17.54	\$11.69	\$2.92

6.	That part of the Link road being the eastbound carriageways between Punt Road and Burnley Street other than that part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$2.60	\$4.16	\$7.79	\$5.20	\$1.30
7.	That part of the Link road between Burnley Street and Punt Road and including that part of the Link road – (a) between Punt Road and the exit to Boulton Parade, other than the eastbound carriageways; and (b) comprising Boulton Parade, other than: (i) the eastbound carriageways between Burnley Street and Punt Road; and (ii) that part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$2.60	\$4.16	\$7.79	\$5.20	\$1.30
8.	That part of the Link road being the eastbound carriageways between Burnley Street and Glenferrie Road.	\$2.60	\$4.16	\$7.79	\$5.20	\$1.30
9.	That part of the Link road between Glenferrie Road and Burnley Street, other than the eastbound carriageways.	\$2.60	\$4.16	\$7.79	\$5.20	\$1.30
10.	That part of the Link road being the eastbound carriageways between Swan Street Intersection and Punt Road, other than – (a) that part of the Link road being the Burnley Tunnel; and (b) that part of the Link road comprising Boulton Parade.	\$1.62	\$2.60	\$4.87	\$3.25	\$0.81

11.	That part of the Link road between Punt Road and Swan Street Intersection, other than –	\$1.62	\$2.60	\$4.87	\$3.25	\$0.81
	(a) the eastbound carriageways;					
	(b) that part of the Link road being the Burnley Tunnel;					
	(c) that part of the Link road:					
	(1) between Punt Road and the exit to Boulton Parade; and					
	(2) comprising Boulton Parade; and					
	(d) that part of the Link road being the Domain Tunnel and that part of the Link road leading into that Tunnel between the eastern portal of that Tunnel and Punt Road.					

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

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

Table Two					
Trip Cap		Toll			
		Car	LCV	HCV	Motor Cycle
1.	Where the passage of the vehicle on the last toll zone comprising the Trip before exiting the Full Link road occurs between 6 am and 8 pm on the same day.	\$9.75	\$15.59	\$29.24	\$4.87
2.	Where the passage of the vehicle on the last toll zone comprising the Trip before exiting the Full Link road occurs between 8 pm on the one day and 6 am on the next.	\$9.75	\$15.59	\$19.49	\$4.87

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

Table Three	
Taxis	Toll
Each Half Link Taxi Trip	\$6.40
Each Full Link Taxi Trip	\$8.45

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

For the avoidance of doubt, this Notice also:

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

the NOTICE UNDER SECTION 71(1) dated 5 December 2019 and published in the Victoria Government Gazette No. G51 (pages 2589 to 2593) dated 19 December 2019 ('the Last Notice').

This notice takes effect on 1 April 2020 and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

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

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

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

Dated 11 March 2020

R. A. LIATIS  
Company Secretary  
CityLink Melbourne Limited  
(ABN 65 070 810 678)

H. A. BYRNE  
Director  
CityLink Melbourne Limited  
(ABN 65 070 810 678)

**Melbourne City Link Act 1995****NOTICE UNDER SECTION 71(1)**

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

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

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

**Car** is a Motor Vehicle, other than:

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

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

**HCV – Day** refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 6.00 am and 8.00 pm.

**HCV – Night** refers to where the passage of the Heavy Commercial Vehicle on the Tollable Section occurs between 8.00 pm and 6.00 am.

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

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

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

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

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

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

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

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

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

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

**vehicle** has the same meaning as in the Act.

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

<b>Table One</b>					
<b>Toll Zone</b>	<b>Toll</b>				
	<b>Car</b>	<b>LCV</b>	<b>HCV – Day</b>	<b>HCV – Night</b>	<b>Motor Cycle</b>
12. The Extension road	\$1.62	\$2.60	\$4.87	\$3.25	\$0.81

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

For the avoidance of doubt, this Notice also:

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

the NOTICE UNDER SECTION 71(1) dated 5 December 2019 and published in the Victoria Government Gazette No. G51 (pages 2594 to 2595) dated 19 December 2019 ('the Last Notice').

This notice takes effect on 1 April 2020 and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

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

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

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

Dated 11 March 2020

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

H. A. BYRNE  
Director  
City Link Extension Pty Limited  
(ABN 40 082 058 615)

**Melbourne City Link Act 1995****NOTICE UNDER SECTION 71(1)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**vehicle** has the same meaning as in the Act; and

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

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

Table One				
24 Hour Pass	Toll			
	Car	LCV	HCV	Motor Cycle
	\$18.70	\$40.54	\$75.53	\$9.35

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

Table Two			
Weekend Pass	Toll		
	Car	LCV	Motor Cycle
	\$18.70	\$40.54	\$9.35

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

Table Three			
Tulla Pass	Toll		
	Car	LCV	Motor Cycle
	\$6.65	\$10.65	\$3.30

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

For the avoidance of doubt, this Notice also:

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

the NOTICE UNDER SECTION 71(1) dated 5 December 2019 and published in the Victoria Government Gazette No. G51 (pages 2596 to 2598) dated 19 December 2019 ('the Last Notice').

This notice takes effect on 1 April 2020 and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

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

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

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

Dated 11 March 2020

R. A. LIATIS  
Company Secretary  
CityLink Melbourne Limited  
(ABN 65 070 810 678)

H. A. BYRNE  
Director  
CityLink Melbourne Limited  
(ABN 65 070 810 678)

**Melbourne City Link Act 1995**  
**NOTICE UNDER SECTION 71(1)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**vehicle** has the same meaning as in the Act; and

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

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

<b>Table One</b>				
<b>24 Hour Pass</b>	<b>Toll</b>			
	<b>Car</b>	<b>LCV</b>	<b>HCV</b>	<b>Motor Cycle</b>
	\$18.70	\$40.54	\$75.53	\$9.35

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

<b>Table Two</b>			
<b>Weekend Pass</b>	<b>Toll</b>		
	<b>Car</b>	<b>LCV</b>	<b>Motor Cycle</b>
	\$18.70	\$40.54	\$9.35

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

For the avoidance of doubt, this Notice also:

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

the NOTICE UNDER SECTION 71(1) dated 5 December 2019 and published in the Victoria Government Gazette No. G51 (pages 2599 to 2601) dated 19 December 2019 ('the Last Notice').

This notice takes effect on 1 April 2020 and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

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

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

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

Dated 11 March 2020

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

H. A. BYRNE  
Director  
City Link Extension Pty Limited  
(ABN 40 082 058 615)

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**Planning and Environment Act 1987****CAMPASPE PLANNING SCHEME****Notice of Approval of Amendment****Amendment C116camp**

The Minister for Planning has approved Amendment C116camp to the Campaspe Planning Scheme.

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

The Amendment:

- Applies the Specific Controls Overlay to land affected by the Echuca–Moama Bridge Project in the Shire of Campaspe as shown on Planning Scheme Map Nos 7SCO and 8SCO.
- Inserts Clause 45.12 (Specific Controls Overlay) into the Campaspe Planning Scheme.
- Inserts a new Schedule to Clause 45.12 (Specific Controls Overlay) to enable the specific site control for the Echuca–Moama Bridge Project to be transferred from Clause 51.01 (Specific Sites and Exclusions) to Clause 45.12.
- Amends the Schedule to Clause 51.01 (Specific Sites and Exclusions) to delete the specific site control for the Echuca–Moama Bridge Project including the *Echuca–Moama Bridge Incorporated Document*, October 2016.
- Amends the Schedule to Clause 72.03 (What does this Planning Scheme consist of?) to insert two new Planning Scheme Map Nos. 7SCO and 8SCO into the Campaspe Planning Scheme.
- Amends the Schedule to Clause 72.04 (Documents Incorporated in this Planning Scheme) to delete the *Echuca–Moama Bridge Incorporated Document*, October 2016 and insert the *Echuca–Moama Bridge Project Incorporated Document*, February 2020.

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](http://www.planning.vic.gov.au/public-inspection) and free of charge, during office hours, at the offices of the Campaspe Shire Council, Corner of Hare and Heygarth Streets, Echuca.

STUART MENZIES

Director

State Planning Services

Department of Environment, Land, Water and Planning

**Planning and Environment Act 1987****CARDINIA PLANNING SCHEME****Notice of Approval of Amendment****Amendment C256card**

The Minister for Planning has approved Amendment C256card to the Cardinia Planning Scheme.

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

The Amendment applies the Specific Controls Overlay to various properties listed under the schedule to Clause 51.01 (Specific Sites and Exclusions) and other related consequential changes, as part of the Smart Planning Program to improve the transparency of site specific controls. The changes improve the clarity and format of the planning scheme by implementing the reforms introduced by VC148.

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](http://www.planning.vic.gov.au/public-inspection) and free of charge, during office hours, at the offices of the Cardinia Shire Council, Civic Centre, 20 Siding Avenue, Officer.

STUART MENZIES

Director

State Planning Services

Department of Environment, Land, Water and Planning

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**Planning and Environment Act 1987**

**CASEY PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C270case**

The Minister for Planning has approved Amendment C270case to the Casey Planning Scheme.

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

The Amendment facilitates the development of the level crossing removal by allowing the use and development of land for the project in accordance with the specific control in the *Clyde Road, Berwick Level Crossing Removal Project Incorporated Document, February 2020*.

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](http://www.planning.vic.gov.au/public-inspection) or free of charge, during office hours, at the offices of Casey City Council at Bunjil Place, 2 Patrick Northeast Drive, Narre Warren.

STUART MENZIES

Director

State Planning Services

Department of Environment, Land, Water and Planning

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**Planning and Environment Act 1987**

**KNOX PLANNING SCHEME**

**Notice of Approval of Amendment**

**Amendment C176knox**

The Minister for Planning has approved Amendment C176knox to the Knox Planning Scheme.

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

The Amendment amends Schedule 1 to Clause 37.02 Comprehensive Development Zone and the incorporated 'Waterford Valley Comprehensive Development Plan' to enable the development of a Residential aged care facility with associated uses at 145–153 Bunjil Way, Knoxfield. Associated changes to Clause 66.04 Referral of permit applications under local provisions and Clause 72.04 Documents incorporated into this planning scheme are also made.

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](http://www.planning.vic.gov.au/public-inspection) and free of charge, during office hours, at the offices of the Knox City Council, 511 Burwood Highway, Wantirna South, Victoria 3152.

JANE HOMEWOOD

Executive Director

Statutory Planning Services

Department of Environment, Land, Water and Planning

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**Planning and Environment Act 1987**  
**WHITEHORSE PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment C225whse

The Minister for Planning has approved Amendment C225whse to the Whitehorse Planning Scheme.

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

The Amendment extends the expiry date of the interim Heritage Overlay (HO296) applying to 42–48 Glenburnie Road, Mitcham, until 29 January 2021.

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](http://www.planning.vic.gov.au/public-inspection) and free of charge, during office hours, at the offices of the Whitehorse City Council, 379–397 Whitehorse Road, Nunawading.

STUART MENZIES  
Director  
State Planning Services  
Department of Environment, Land, Water and Planning

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**Planning and Environment Act 1987**  
**WYNDHAM PLANNING SCHEME**  
Notice of Approval of Amendment  
Amendment C244wynd

The Minister for Planning has approved Amendment C244wynd to the Wyndham Planning Scheme.

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

The Amendment applies the Specific Controls Overlay (SCO) to one site listed under the Schedule to Clause 51.01 (Specific Sites and Exclusions) and other related consequential changes, as part of the Smart Planning Program to improve the transparency of site specific controls. The changes improve the clarity and format of the planning scheme by implementing reforms introduced by VC148.

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](http://www.planning.vic.gov.au/public-inspection) and free of charge, during office hours, at the offices of the Wyndham City Council, 45 Princes Highway, Werribee 3030.

STUART MENZIES  
Director  
State Planning Services  
Department of Environment, Land, Water and Planning

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**ORDERS IN COUNCIL****Major Transport Projects Facilitation Act 2009****DECLARATION THAT A STRATUM OF LAND BELOW GROUND LEVEL  
IS PROJECT LAND****Order in Council**

The Governor in Council under section 162 of the **Major Transport Projects Facilitation Act 2009** ('the Act') on the recommendation of the Minister for Transport Infrastructure (being the Project Minister for the Melbourne Metro Rail Project, an approved project under the Act) declares the stratum of land below ground level in the Parish of Jika Jika at North Melbourne identified in the table below on the plan signed by the Surveyor-General and lodged at the Central Plan Office is project land for the Melbourne Metro Rail Project, other than:

- all interests in any foundations or footings, that provide primary support to an existing building or structure, and are located within the stratum of land depicted on the plan; and
- an interest to the extent of asset ownership only of a utility, public authority or Council in operational utilities assets located within the stratum of land depicted on the plan.

<b>OP124820 Parcel</b>
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This Order comes into effect on the date it is published in the Government Gazette.

Dated 17 March 2020

Responsible Minister:

HON JACINTA ALLAN

Minister for Transport Infrastructure

CLAIRE CHISHOLM  
Clerk of the Executive Council

**Major Transport Projects Facilitation Act 2009****ORDER UNDER SECTION 134(1)(b) DIVESTING LAND FROM  
A PUBLIC AUTHORITY AND A COUNCIL****Order in Council**

The Governor in Council in accordance with section 134(1)(b) of the **Major Transport Projects Facilitation Act 2009**, on the recommendation of the Minister for Transport Infrastructure, divests the land identified as Parcels 3 and 4 on Survey Plan 23921 and Parcels 40 and 41 on Survey Plan 23922 to the Crown for the purposes of the North East Link Project.

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

Dated 17 March 2020

Responsible Minister:

JACINTA ALLAN

Minister for Transport Infrastructure

CLAIRE CHISHOLM  
Clerk of the Executive Council

**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 TIMG Bookshop, Level 10, 575 Bourke Street, Melbourne 3000, on the date specified:

17. *Statutory Rule:* Members of  
Parliament  
(Standards)  
Amendment  
Regulations 2020
- Authorising Act:* Members of  
Parliament  
(Standards)  
Act 1978
- Date first obtainable:* 11 March 2020  
*Code A*
18. *Statutory Rule:* Parliamentary  
Salaries,  
Allowances and  
Superannuation  
Amendment  
Regulations 2020
- Authorising Act:* Parliamentary  
Salaries,  
Allowances and  
Superannuation  
Act 1968
- Date first obtainable:* 11 March 2020  
*Code A*
19. *Statutory Rule:* Fisheries (Fees,  
Royalties  
and Levies)  
Amendment  
Regulations 2020
- Authorising Act:* Fisheries Act 1995
- Date first obtainable:* 17 March 2020  
*Code A*
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