



Victoria Government Gazette

By Authority of Victorian Government Printer

No. G 12 Thursday 22 March 2012

www.gazette.vic.gov.au

GENERAL

TABLE OF PROVISIONS

Private Advertisements		Government and Outer Budget Sector	
Estates of Deceased Persons		Agencies Notices	532
A. B. Natoli Pty	527	Orders in Council	630
ANZ Trustees Legal Services	527	Acts:	
Arthur J. Dines & Co.	527	Agricultural and Veterinary Chemicals (Control of Use);	
Dwyer Mahon & Robertson	527	Major Transport Projects Facilitation	
Fischer McCrae	527		
G. A. Black & Co.	528	Obtainables	632
Geoffrey A. Fox & Associates	528		
Harris & Chambers Lawyers	528		
Lukaitis Partners	528		
Maddocks	528		
Mason Sier Turnbull	529		
Minter Ellison	529		
Moores Legal	529		
Morgan Legal Pty Ltd	529		
Nunan & Bloom	529		
Peter Gardiner	530		
Roberts Beckwith Partners	530		
Russell Kennedy	530		
S. Kourkoulis & Associates	530		
Stidston Warren Lawyers	530		
Taits Legal	530		
Williams Winter	531		

Advertisers Please Note

As from 22 March 2012

The last Special Gazette was No. 92 dated 21 March 2012.

The last Periodical Gazette was No. 1 dated 14 June 2011.

How To Submit Copy

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

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

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

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

Please Note New Deadlines for General Gazette G15/12:

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

Copy deadlines:

Private Advertisements	9.30 am on Thursday 5 April 2012
Government and Outer Budget Sector Agencies Notices	9.30 am on Tuesday 10 April 2012

Office Hours:

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

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

JENNY NOAKES
Government Gazette Officer

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

Please Note New Deadlines for General Gazette G17/12:

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

Copy deadlines:

Private Advertisements	9.30 am on Friday 20 April 2012
Government and Outer Budget Sector Agencies Notices	9.30 am on Monday 23 April 2012

Office Hours:

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

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

JENNY NOAKES
Government Gazette Officer

VICTORIA GOVERNMENT GAZETTE

Subscribers and Advertisers

Our contact details are as follows:

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

PO Box 1957
Melbourne, Victoria 3001

DX 106 Melbourne

Telephone: (03) 8523 4601
Fax: (03) 9600 0478
Mobile (after hours): 0419 327 321

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

JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

Re: DARYL ROBERT CLARK, late of 78 Erskine Street, Middle Park, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 December 2011, are required by the trustee, Karyn Leigh Jones, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she has notice.

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

NOTICE TO CLAIMANTS UNDER **TRUSTEE ACT 1958**

(SECTION 33 NOTICE)

Notice to Claimants

RODNEY JAMES BROWN, late of 1402/7 River Street, South Yarra, Victoria, banker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 December 2011, are required by ANZ Trustees Limited, the executor of the Will of the deceased, to send particulars of their claims to them, care of the undermentioned solicitors, by 21 May 2012, after which date they will convey or distribute the assets, having regard only to the claims of which they then have notice.

ANZ TRUSTEES LEGAL SERVICES,
Level 42, 55 Collins Street, Melbourne 3000.

NOTICE TO CLAIMANTS UNDER **TRUSTEE ACT 1958**

(SECTION 33 NOTICE)

Notice to Claimants

JACK VERNON MURRAY, late of Cherrytree Grove Retirement Village, 283/67 Maroondah Highway, Croydon, Victoria, storeman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 November 2011, are required by ANZ Trustees Limited (formerly the Trustees Executors and Agency Company Limited) the

executor of the Will of the deceased, to send particulars of their claims to them, care of the undermentioned solicitors, by 7 May 2012, after which date they will convey or distribute the assets, having regard only to the claims of which they then have notice.

ANZ TRUSTEES LEGAL SERVICES,
Level 42, 55 Collins Street, Melbourne 3000.

NOTICE TO CREDITORS

FOTINI ADELINIS, late of 7 Rimfire Close, Thomastown, 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 6 October 2011, are required by the executor, Theodoros Adelinis, care of Arthur J. Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to him by 22 May 2012, after which date the executor may convey or distribute the assets, having regard only to claims to which he has notice.

Dated 16 March 2012

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

Re: Estate of EILEEN PATRICIA WHITE.

Creditors, next-of-kin and others having claims in respect of the estate of EILEEN PATRICIA WHITE, late of 222 Best Street, Sea Lake in the State of Victoria, widow, deceased, who died on 13 December 2011, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 15 June 2012, after which the executors will distribute the assets, having regard only to the claims of which they then have notice.

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

WILLIAM RONALD BRAY, late of Lakes Entrance Aged Care, 23 Alexandra Avenue, Lakes Entrance, Victoria, electrical salesman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 September 2011, are required by the trustee, Gail Dianne Vandenbeld, to send particulars to the trustee by 21 May 2012, care of the undermentioned solicitors, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

MICHAEL SHAUN McEWAN (in the Will called Shaun McEwan and also known as Shaun Michael McEwan), late of 5/126 Crossen Street, Echuca, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 October 2011, are required by the trustee, Dylan Floyd McEwan, to send particulars to the trustee by 22 May 2012, care of the undermentioned solicitors, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: HILDA MARJORIE COOPER, late of Holmwood Nursing Home, 17-19 Lalors Road, Healesville, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 January 2012, are required by the trustees, Desmond John Cooper and Phillip Graeme Cooper, to send particulars to them, care of the undersigned, by 22 May 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

CYNTHIA LOUISE PERKINS, late of Spurway Nursing Home, 89 Murrumbeena Road, Murrumbeena, home duties.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 May 2011, are required by the trustee, Geoffrey Alexander Fox of 112 Patterson Road, Bentleigh, Victoria, to send particulars to him, care of the undermentioned solicitors, by a date not later than two months from the date of

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

GEOFFREY A. FOX & ASSOCIATES,
solicitors,
112 Patterson Street, Bentleigh 3204.

JOYCE ROBERTA STOOKE, late of 7 Centre Road, Brighton East, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 January 2012, are required by the trustees, care of Harris & Chambers Lawyers, of 1/23 Melrose Street, Sandringham 3191, to send particulars to them by 23 May 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

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

Re: Estate of THEODOR ANGELOWITCH.

Creditors, next-of-kin and others having claims in respect of the estate of THEODOR ANGELOWITCH, late of Village of Shklo Region of Yavoriv, Province of Lviv, Ukraine, who died on 3 June 2000, are required by the personal representative of the deceased, Andrew Zilinskas, administrator of the estate, to send particulars to him by 15 May 2012, after which date the said personal representative will distribute the assets of the deceased, having regard only to the claims of which he then shall have notice.

LUKAITIS PARTNERS, solicitors and notary,
123 Church Street, Hawthorn 3122.
(Ref: AZ:MO:106547)

Re: HAZEL ALICE LONGMUIR, late of 12 Buckingham Avenue, Bentleigh, home duties.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 July 2011, are required by the trustee, Kenneth Ian Longmuir, care of 140 William Street, Melbourne, Victoria, to send particulars to the trustee by 22 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MADDOCKS, lawyers,
140 William Street, Melbourne 3000.

Re: ESME MAGDALENE TOUZELLATE, of Unit 50, 95 Outer Crescent, Brighton, Victoria, but formerly of Unit 4, 20 Burrows Street, Brighton, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 October 2011, are required by the trustee, Perpetual Trustees Victoria Limited, of Level 35, Rialto South Tower, 525 Collins Street, Melbourne, Victoria, to send particulars to the trustee by 21 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MADDOCKS, lawyers,
140 William Street, Melbourne 3000.

Re: SHANE JEFFREY HOWISON, late of 13/12 Willow-Glen Court, Dingley Village, Victoria, but formerly of 4/10 Kinrade Street, Hughesdale, Victoria, greenkeeper, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 September 2011, are required by the trustee, Genine Mary Howison, to send particulars to the trustee, care of the undermentioned solicitors, by 22 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MASON SIER TURNBULL, lawyers,
315 Ferntree Gully Road, Mount Waverley 3149.

Re: ELLEN MARY KELLY, late of Apartment 419, Wantirna Retirement Village, 2 Old Stud Road, Wantirna South, Victoria, but formerly of 466 Burwood Highway, Wantirna South, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on the 18 January 2012, are required by the trustee, Paul John Watkins, legal practitioner, to send particulars to the trustee, care of the undermentioned solicitors, by 22 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MASON SIER TURNBULL, lawyers,
315 Ferntree Gully Road, Mount Waverley 3149.

Re: MILLICENT WILLARD PITTAWAY, late of 16 Cooper Street, Epping, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 October 2011, are required by the trustees, Phillip Carey Greenham and Stephen John Greenham, to send particulars to them, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

MINTER ELLISON, lawyers,
Rialto Tower, 525 Collins Street,
Melbourne 3000.

Re: IVY BEATRICE REYNOLDS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 October 2011, are required by the trustee, Murray Philip Baird, of 9 Prospect Street, Box Hill, Victoria, to send particulars to the trustee by 20 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MOORES LEGAL, lawyers,
9 Prospect Street, Box Hill 3128.

Creditors, next-of-kin and others having claims in respect of the estate of JELENA KLIGEROVA, late of 20 Hopetoun Grove, Eaglemont, Victoria, retired, deceased, who died on 28 August 2011, are required by the executor, Gordana Leggett, to send particulars of their claim to her, care of the undermentioned lawyer, by 31 May 2012, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which she then shall have notice.

MORGAN LEGAL PTY LTD, lawyers,
106 Lower Plenty Road, Rosanna 3084.

Re: MARY ANASTASIA WILLIAMS, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of MARY ANASTASIA WILLIAMS, deceased, late of Amity at Donvale, 296 Springvale Road, Donvale, Victoria, who died on 6 January 2011, are required by the executors, John Patrick Potter and John Patrick Murphy, to send particulars of their claims to the executors, care of the undermentioned lawyers, by 22 May 2012, after which date the executors will distribute the assets, having regard only to the claims of which the executors have notice.

NUNAN & BLOOM, lawyers,
Suite 806, 343 Little Collins Street,
Melbourne 3000.

Creditors, next-of-kin and others having claims against the estate of HEATHER JEAN WILLIAMS, late of 193 Ballarto Road, Carrum Downs, in the State of Victoria, home duties, deceased, who died on 4 October 2011, are required to send particulars of the claims to the executrices, Jean Patrica Browne and Karan Roslyn Kent, care of the undermentioned solicitor, by 29 May 2012, after which date they will distribute the estate of the deceased, having regard only to the claims of which they then have notice.

PETER GARDINER, solicitor,
Office 1, 2 Colin Avenue, Warrandyte 3113.

DORIS BLANCHE BOLGER (also called Doris Blanche Sandford Bolger).

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 October 2011, are required by the trustee, Perry Glen Bolger, to send particulars of such claims to him, in care of the undermentioned lawyers, by 23 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

ROBERTS BECKWITH PARTNERS, lawyers,
16 Blamey Place, Morningson, Victoria 3931.

Re: MARGARET TOLLEY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 November 2011, are required by the trustee, Geoffrey Lewis Sutton, in the Will called Geoffrey Lewin Sutton, to send particulars to the trustee, care of the solicitors

and at the address named below, by 24 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

RUSSELL KENNEDY, solicitors,
Level 12, 469 La Trobe Street, Melbourne 3000.

VASILIKI SECOLI, late of 776 Warrigal Road, Oakleigh, Victoria, pensioner, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of the abovenamed deceased, who died on 23 June 2010, are required by Stefen Kourkoulis, the personal representative, to send to him, care of the undermentioned solicitors, particulars of their claims by 28 May 2012, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

S. KOURKOULIS & ASSOCIATES, lawyers,
46A Atherton Road, Oakleigh 3166.

ELLIS ALBERT EDWIN BARBER, late of Craigcare, 699 Nepean Highway, Mount Martha, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 November 2011, are required by the executor, Glennis Lillian Barber, of 9 Bruce Road, Mount Martha, Victoria, to send particulars to her, care of Stidston Warren Lawyers, by 20 May 2012, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

Re: DESMOND GERARD WATT, late of 1/146 Merri Street, Warrnambool, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 October 2011, are required by the executors to send particulars to them, care of the undermentioned solicitors, by 23 May 2012, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

TAITS LEGAL, solicitors,
121 Kepler Street, Warrnambool 3280.

ANTON FREDERICK REITER, late of 117 Slaty Creek Road, Woodend, consultant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 21 March 2008, are required by Karl Anton Reiter, Noushka Hedy Reiter and Wendy Garrett Reiter, the executors of the Will of the deceased, to send particulars of their claims to the executor, care of the undermentioned solicitors, by 21 May 2012, after which date they will convey or distribute the assets of the estate, having regard only to the claims of which they then have notice.

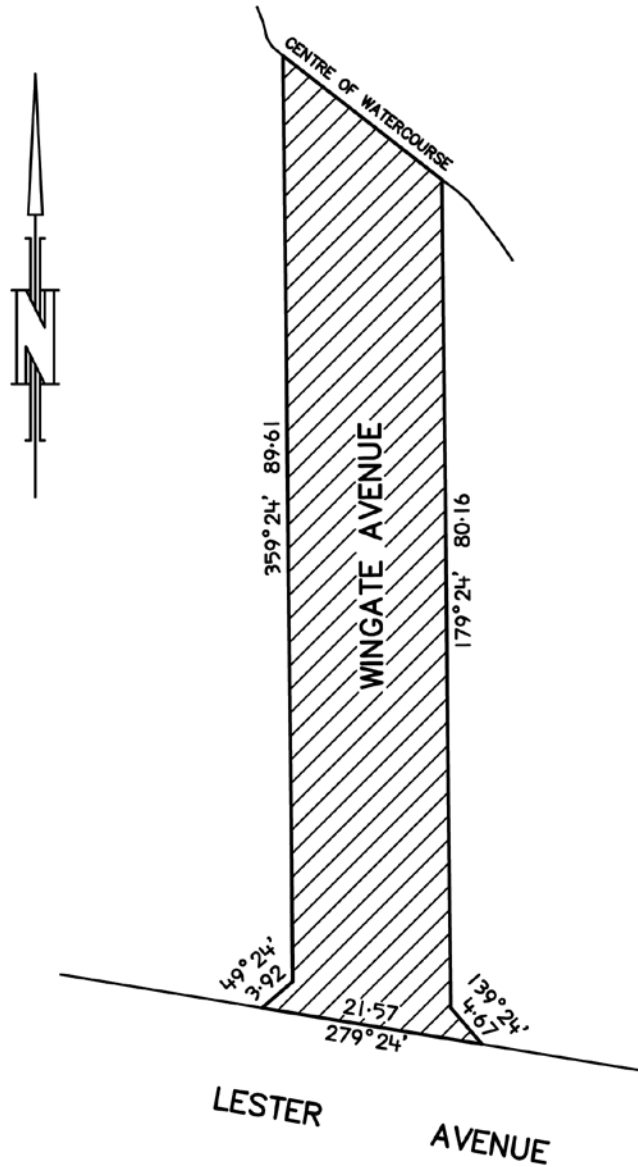
WILLIAMS WINTER, solicitors,
Level 7, 555 Lonsdale Street, Melbourne 3000.

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

MAROONDAH CITY COUNCIL

Public Highway Declaration

At its meeting on 21 November 2011 and pursuant to section 204(1) of the **Local Government Act 1989** (Act), Maroondah City Council resolved to declare the road shown hatched on the plan below, being the part of the land contained in Certificate of Title Volume 9153 Folio 695 and known as Wingate Avenue, Ringwood East, to be a public highway for the purposes of the Act.



FRANK DIXON
Chief Executive Officer
Maroondah City Council



Order Pursuant to Section 26(2) of the **Domestic Animals Act 1994**

Notice is hereby given that at the Council Meeting of the Maroondah City Council held on 20 February 2012, the Council resolved to make the amended Order pursuant to section 26(2) of the **Domestic Animals Act 1994** to take effect 1 April 2012.

Amendment to allow restricted times as per signage and conditions of use for Canterbury Gardens, Bayswater North.

1. Dogs must be under effective control

- (i) The Owner of any dog must keep the dog under effective control by means of a chain, cord or leash capable of restraining the dog and the end of the chain cord or leash must be attached to the dog while the dog is in any Public Place except where that Public Place is a Designated Leash-Free Area.
- (ii) When exercising a dog at a Designated Leash-Free area the Owner of any dog must keep a chain, cord or leash capable of restraining the dog in their possession at all times and the end of the chain, cord or leash must be attached to the dog whilst the dog is within 15 metres of:
 - any playground or children’s play equipment;
 - any publicly available picnic facilities and barbecues;
 - the principal location of an organised sporting event, match play or organised sports training;and at all times during restricted time periods as designated by signage on Shared Path.
- (iii) The Owner of any dog must not allow the dog to worry, chase or threaten another person or animal.
- (iv) When a dog is ‘Off Leash’, it must remain in both visual and audible range of the Owner at all times so that the dog can be effectively recalled when required.

2. Meaning of Words

In this order:

Designated Leash Free Area – means an area described as such in Orders made by Council from time to time under section 26(2) of the **Domestic Animals Act 1994**, in which a dog may be exercised under effective control without being attached to a chain, cord or leash.

Owner – has the same meaning as in the **Domestic Animals Act 1994**.

Public Place – has the same meaning given to it in the **Summary Offences Act 1966**, and includes all streets, roads, footways, reserves, lanes, parks, schools, public halls and markets.

Sunrise – as defined by Bureau of Meteorology.

Sunset – as defined by Bureau of Meteorology.

3. Designated Leash Free Areas – the following areas in the City of Maroondah are designated as Off Leash Areas where dogs may be off lead provided that the conditions of use in this Order are complied with:

- Griff Hunt Reserve, Croydon North
- Barnegeong Reserve, Croydon North
- Silcock Reserve, Croydon
- Narr Maen Reserve, Croydon Hills (south of the wetlands)
- Nangathan Way Reserve, Croydon Hills
- B. J. Hubbard Reserve, North Ringwood (oval/open space area only)
- McAlpin Reserve, North Ringwood

-
- Mahon Reserve, North Ringwood
 - Quambee Reserve, North Ringwood rear oval areas (excluding main oval)
 - Tower Hill Drive Reserve, Ringwood
 - Kalinda Urban Modified Forest, Ringwood
 - Peter Vergers Reserve, Ringwood
 - Ainslee Park, Croydon
 - East Ringwood Reserve, East Ringwood (excluding the main oval)
 - Nolen Street Park, Ringwood
 - Mullum Mullum Reserve, Ringwood (excluding the main oval)
 - Greenwood Park, Ringwood
 - Jubilee Park/Russell Lucas Oval (excluding main oval)
 - Gracedale Park, Ringwood (excluding the Tarralla Creek Trail)
 - Knaith Road Reserve, East Ringwood
 - Lipscombe Park, Croydon
 - Town Park, Croydon (excluding Tarralla Creek Trail and the athletics track)
 - Brentwood Park, Croydon
 - Charles Allen Reserve, Croydon
 - Proclamation Park, Ringwood (excluding the athletics track)
 - Dorset Recreation Reserve, Croydon (excluding the Dorset Recreation Trail)
 - Belmont Park, Croydon
 - Woodlands Reserve, Croydon South
 - H. E. Parker Reserve, Heathmont (excluding Dandenong Creek Trail)
 - Glen Park, Bayswater North (excluding Dandenong Creek Trail and netball courts)
 - Canterbury Gardens, Bayswater North (restricted times on lead on all paths)
 - Appletree Hill Reserve, Kilsyth South (excluding part that is fenced)
 - W. Jackson Reserve, Bayswater
 - Laura Court Reserve, Bayswater North (excluding Dandenong Creek Trail)
 - Warriem Reserve (open grassed area only).
4. **Designated No Dog/Cat Areas** – because of the recognised high environmental sensitivity of the following areas, dogs and cats are prohibited from entering:
- Appletree Hill Reserve, Kilsyth South (part that is fenced)
 - Baringa Flora Sanctuary, Croydon North
 - Bedford Park Wildflower Sanctuary, Ringwood (part that is fenced)
 - Birts Hill Reserve, Croydon North
 - Bungalook Conservation Reserve (part that is fenced)
 - Cheong Wildflower Reserve, Croydon
 - Grandfill Reserve, Croydon
 - F. C. Rogers Reserve, Heathmont
 - Loughies Bushland Reserve, Ringwood North
 - Stringybark Rise Flora Sanctuary.
5. **Cats to be confined from Sunset to Sunrise**
Cats must be confined to owner’s property (either inside building or in a properly constructed enclosure) from sunset to sunrise each day.
6. **Notification**
The resolution for amending of this Order was agreed to by Maroondah City Council on 20 February 2012.
-



Ararat Rural City

NOTICE

Review of Council Local Laws

In 2011 Council commenced a review of all Local Laws to comply with updated or new State legislation. The review panel has recommended that Council reduce the current five Local Laws: Process of Municipal Government (Meetings and Common Seal) Local Law, Municipal Places Local Law, Environment Local Law, Streets and Roads Local Law, and Livestock Local Law, to two new Local Laws, the Governance Local Law and the General Local Law.

The Governance Local Law

The purpose and general purport of this Local Law is to:

- (a) facilitate the good governance of Council through its formal meeting procedures and election of Mayor;
- (b) protect and regulate the use of Council's Common Seal.

The General Local Law

The purpose and general purport of this Local Law is to:

- (a) provide a safe and healthy living environment for residents and visitors;
- (b) regulate activities which may be dangerous, unsafe or detrimental;
- (c) regulate the use of roads, road reserves and municipal places in a manner which is consistent with the safety and convenience of the general public;
- (d) protect Council and community facilities and assets.

In accordance with section 223 of the **Local Government Act 1989** Council invites written submissions from any persons affected by this review and amendment process. Written submissions lodged by close of business Friday 13 April 2012 will be considered and persons should clearly indicate whether they wish to be heard in support of their submission.

A draft copy of the Local Laws and any incorporated documents may be inspected at the Municipal Offices, Vincent Street, Ararat,

during office hours and are also available on the Council website, www.ararat.vic.gov.au

Submissions should be marked 'Local Law Submission' and forwarded to Ararat Rural City Council, PO Box 246, Ararat 3377.

ANDREW EVANS
Chief Executive Officer

BULOKE SHIRE COUNCIL

Local Government Act 1989

Section 206 Schedule 10(3)

Notice to discontinue part of
Boundary Street, Birchip

Notice is hereby given that at the Ordinary Council meeting of Buloke Shire Council held on 14 March 2012, the Council resolved to discontinue part of the Boundary Street (169 metres from Campbell Street) in the Parish of Wirimbirchip, Birchip. It is proposed to advise the Department of Sustainability and Environment accordingly.

WARWICK HEINE
Chief Executive Officer

Planning and Environment Act 1987

BAYSIDE PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C87

Authorisation A01506

The Bayside City Council has prepared Amendment C87 to the Bayside Planning Scheme.

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

The land affected by the Amendment is:

- 9, 10–12, 11–13 and 15 Boxshall Street, Brighton;
- 73 Carpenter Street, Brighton; and
- 10, 11, 12, 21–25, 27, 29, 30 Wilson Street, Brighton.

The Amendment proposes to:

- Amend Clause 21.06-3 to include the 'City of Bayside Heritage Review: Brighton Town Hall Precinct (August 2009)' as a Reference document.

- Amend Clause 22.05-1 Heritage Policy to include a citation for the Brighton Town Hall Heritage Precinct and Clause 22.05-4 to include the 'City of Bayside Heritage Review: Brighton Town Hall Precinct (August 2009)' as a Reference document.
- Amend Bayside Planning Scheme Map No. 1HO to apply HO764 – Brighton Town Hall Heritage Precinct.
- Include HO764 – Brighton Town Hall Heritage Precinct in the schedule to the Heritage Overlay at Clause 43.01.
- In the schedule to the Heritage Overlay at Clause 43.01 specify external paint controls and tree controls to apply to HO764 – Brighton Town Hall Precinct.
- Amend the schedule to the Heritage Overlay at Clause 43.01 to indicate properties in the Brighton Town Hall Heritage Precinct with an existing individual Heritage Overlay as follows:
'+ Property has Individual Heritage Overlay and is also within a Heritage Precinct – refer to Clause 22.05 – Heritage Policy'.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Bayside City Council, Corporate Centre, 76 Royal Avenue, Sandringham, Victoria 3191; during opening hours at one of Bayside's libraries: Brighton Library, 14 Wilson Street, Brighton 3186; Sandringham Library, 2-8 Waltham Street, Sandringham 3191; Beaumaris Library, 96 Reserve Road, Beaumaris 3193; Hampton Library, 1D Service Street, Hampton 3188; at the Bayside City Council website, [www http://www.bayside.vic.gov.au/planning_projects.htm](http://www.bayside.vic.gov.au/planning_projects.htm); and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 5.00 pm on Monday 7 May 2012. A submission must be sent to: Amendment C87, Bayside City Council, Urban Strategy Department, PO Box 27, Sandringham, Victoria 3191.

SHIRAN WICKRAMASINGHE
Director City Strategy



Colac Otway
SHIRE

Planning and Environment Act 1987
COLAC OTWAY PLANNING SCHEME
Notice of Preparation of Amendment
Amendment C68

Colac Otway Shire Council has prepared Amendment C68 to the Colac Otway Planning Scheme.

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

The Amendment affects all land covered by the Erosion Management Overlay and areas where newly acquired land instability modelling has identified land susceptible to landslip or erosion.

The Amendment proposes to:

- apply the Erosion Management Overlay to areas (and selected planning scheme maps) where newly acquired land instability modelling has identified that the overlay is required;
- amend Schedule 1 to the Erosion Management Overlay to align the schedule with current industry best practice and to enhance the overall clarity of the schedule to users and applicants in the assessment of landslip and erosion issues.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Colac Otway Shire Council, at 2-6 Rae Street, Colac, and 69-71 Nelson Street, Apollo Bay; during office hours, at the Colac Community Library and Learning Centre at 173 Queen Street, Colac; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 3 May 2012. A submission must be sent to the Colac Otway Shire Council at 2-6 Rae Street, Colac.

ROB SMALL
Chief Executive Officer



Planning and Environment Act 1987

MELTON PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C113

Authorisation AO1995

The Melton Shire Council has prepared Amendment C113 to the Melton Planning Scheme.

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

The land affected by the Amendment is 161 Bulmans Road, Melton West.

The Amendment proposes to amend the Schedule to Clause 43.01 to apply the Heritage Overlay to the property. It also proposes to update the Schedule to Clause 81.01 to include the incorporated document 'Statement of Significance, 161 Bulmans Road, Melton West, 2011'.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Melton Shire Council Civic Centre, 232 High Street, Melton, and the Civic Centre/Library at Caroline Springs, 193–201 Caroline Springs Boulevard, Caroline Springs; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 23 April 2012. A submission must be sent to the Melton Shire Council, PO Box 21, Melton, Victoria 3337.

KELVIN TORI
Chief Executive



Planning and Environment Act 1987

PORT PHILLIP PLANNING SCHEME

Notice of Preparation of Amendment C84

(Authorisation A02010)

The Port Phillip City Council has prepared Amendment C84 to the Port Phillip Planning Scheme. In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Port Phillip City Council as planning authority to prepare the Amendment.

The land affected by the Amendment is 63–81 Cecil Street, Southbank. The subject site is located at the north-east corner of Market Street and Cecil Street, Southbank.

The Amendment proposes to alter the Schedule to Clause 34.02 – Business 2 Zone by:

- increasing the site specific maximum combined leasable floor area limit for 'shop' from 3000 m² to 4000 m² (applying to land known as 63–81 Cecil Street, Southbank); and
- correcting the land address in the Schedule from '100 Market Street, South Melbourne (also known as 63–81 Cecil Street, South Melbourne)' to '63–81 Cecil Street, Southbank (also known as 100 Market Street, Southbank)'.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, during office hours, free of charge, at the following locations: City of Port Phillip Municipal Offices: Port Melbourne Town Hall, 333 Bay Street, Port Melbourne; South Melbourne Town Hall, 208–220 Bank Street, South Melbourne; and St Kilda Town Hall, corner Carlisle Street and Brighton Road, St Kilda. Strategic planning officers are available at the St Kilda Town Hall to assist with enquiries. Library: Emerald Hill, corner Bank and Perrins Streets, South Melbourne.

The Amendment may also be viewed online at the City of Port Phillip website: www.portphillip.vic.gov.au/planning_amendments.htm; and Department of Planning and

Community Development website: www.dpcc.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 23 April 2012. A submission must be sent to: Coordinator – Strategic Planning, Port Phillip City Council, Private Bag No. 3, PO St Kilda, Victoria 3182.

SANDRA WADE
Manager City Strategy

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 22 May 2012, 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.

ANDERSON, Milton John, late of Corryong Nursing Home, Jeffcott Avenue, Corryong, Victoria 3707, pensioner, deceased, who died on 25 October 2011.

BRYANT, Alan James, late of Shepparton Aged Care, 29–35 Pine Road, Shepparton, Victoria 3630, pensioner, deceased, who died on 10 December 2011.

CLARKE, Peggy Lytton, late Central Park Nursing Home, 101 Punt Road, Windsor 3181, pensioner, deceased, who died on 20 December 2011.

DELOST, Andrie, also known as Andrea De Lost, late of Barwidgee Lodge, 30 O'Donnell Avenue, Myrtleford, Victoria 3737, deceased, who died on 21 September 2011.

EDDY, Patricia Francis, late of Colton Close, 1–19 York Street, Glenroy, Victoria 3046, deceased, who died on 16 December 2011.

GARDINER, Charles Joseph, late of 13 Klembe Court, Grovedale, Victoria 3216, fitter and turner, deceased, who died on 15 November 2011.

GIAMPIETRO, Alesandro, also known as Giampiepro Allessandro, late of South Port Nursing Home, 18–30 Richardson Street, Albert Park, Victoria 3206, deceased, who died on 17 December 2011.

GLADSTONE, Margo, late of Bill Crawford Lodge, 1101 Dana Street, Ballarat, Victoria 3350, deceased, who died on 7 November 2011.

JOHNSON, Paul Douglas, late 7–A Gordon Street, Ballarat, Victoria 3350, landscape gardener, deceased, who died on 12 December 2011.

MACKIE, John, late of Unit 3, 3A Munro Street, Hawthorn East, Victoria 3123, retired, deceased, who died on 24 January 2011.

McMAHON, Kevin Michael, late of Vasey RSL, Brighton 709–723 Brighton Road, Brighton, Victoria 3187, retired, deceased, who died on 27 October 2011.

NOLAN, Paul, late of 540 Victoria Street, Brunswick West, Victoria 3055, pensioner, deceased, who died on 12 January 2011.

PARLE, June Margaret, also known as Juenne Margaret Parle, late of 37 River Street, Maribyrnong, Victoria 3032, deceased, who died on 7 November 2011.

ROBINSON, William Edward, also known as Ted Robinson, late of Unit 1 RSL, 17 Matong Street, Dareton, NSW 2717, retired, deceased, who died on 19 November 2011.

TCHOUMAKOFF, John Kasimir, also known as John K. Tchoumakoff, late of 38 Thorndon Drive, St Albans, Victoria 3021, deceased, who died on 31 July 2011.

Dated 13 March 2012

STEWART MACLEOD
Manager
Client Services

EXEMPTION

Application No. A27/2012

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Hitz 247 an online radio station (the applicant). The application for exemption is to enable the applicant to restrict on air participation to people aged 30 years and under, to only employ on air participants aged 30 years and under and to advertise those matters (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Andrew Gyopar, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 18, 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 had its genesis in Hitz FM, a youth community radio station established in 1992 to provide the young people of Melbourne with their own radio station. Hitz FM conducted temporary broadcasts between 1992 and 2001. In 2001 Hitz FM was not granted a full community broadcasting licence.
- On 20 December 2011 the applicant launched a pilot net radio service based on the work of Hitz FM. The applicant intends to commence a limited webcast service and gradually introduce additional programs and services. The applicant will feature popular new music, discussion and interviews on issues affecting young people, in addition to light entertainment such as event and movie reviews.
- The applicant intends to engage with young people via classroom curriculum, an internship program and work experience programs. As the applicant wishes to provide exclusive access to young people to produce media in support of their studies and vocational aspirations, it wishes to offer on air participation to young people aged under 30 years. This is in line with the purpose and audience of the internet station. At this stage, the applicant is unable to pay on air contributors but may be in a position to engage people in paid employment in future and so an exemption has been granted for that eventuality.
- No exception or current exemption already applies to the exempt conduct and in the absence of an exemption the exempt conduct would amount to prohibited discrimination.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter).

Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of persons aged over 30 years who would wish to participate in on air activities or be employed in an on air role in future. 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, 18, 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 21 March 2017.

Dated 13 March 2012

A. DEA
Member

EXEMPTION

Application No. A32/2012

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 Goulburn North East (the applicant). The application for exemption is to enable the applicant to advertise for and employ only women within the applicant organisation (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Susan Reid, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 16, 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 is a government funded specialist women's health service for the Goulburn Valley and north-east Victoria. The object of the service is to maintain a women's health service that is community based and run by women for women thereby creating an environment that is accessible, non-threatening and comfortable, where confidentiality and respect of women's perspective is attributed the highest priority. The applicant describes itself as a feminist organisation which seeks to empower women, hear their stories and acknowledge their real, lived experiences.

- The applicant uses a social model of health which has regard to medical or psychological aspects but also acknowledges that social, economic, cultural, political and spiritual factors influence people's experiences of health, disease and illness. Having regard to the purpose of the applicant organisation and the way in which it provides services to women and girls, it is appropriate that those services are provided by other women.
- Previous exemptions have been granted to the applicant in the same circumstances (A253/2000, A368/2003 and A225/2008) with the last expiring on 1 September 2011.
- Section 28 of the Act creates an exception to the prohibition on discrimination in employment where the service is for special needs within section 88. In those circumstances, employment may be limited to persons with the same attribute as those who are offered the special needs service. Section 88 deals with special services that are established to meet the special needs of people with a particular attribute. I am not satisfied on the material currently before me that the applicant has established that it is a special needs service within section 88. I am satisfied, though, that the granting of an exemption to the applicant is consistent with the nature of the exception discussed in section 28, the purpose of section 88 and the object of the applicant organisation.
- 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. 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, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 21 March 2017.

Dated 20 March 2012

A. DEA
Member

EXEMPTION

Application No. A160/2011

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 83 of the **Equal Opportunity Act 1995** (the Act) by Harkaway Public Hall Committee Inc. (the applicant). The application for exemption is to enable the applicant to refuse to permit occupation of the hall by any group consisting predominantly of people aged 22 years or under, for the purpose of a party or similar function, if the applicant is not satisfied that the group has taken reasonable steps to:

- (a) Ensure that the group is adequately supervised by an adequate number of people whom the applicant considers can supervise the group effectively;
 - (b) Ensure the adequate provision of security for people attending the function;
 - (c) Prevent uninvited people from attending; and
 - (d) Provide transport for those attending away from the Harkaway area
- (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Philip John Wild, and having read and heard submissions made on behalf of the applicant and by the Victorian Equal Opportunity and Human Rights Commission, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 42, 47, 100 and 195 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- The Tribunal has granted previous exemptions to the applicant on similar terms (A232/2002 and A202/2005) with the last expiring on 11 August 2008. The circumstances surrounding this application are the same as for the previous exemptions.
- The applicant is responsible for the management of the Harkaway Public Hall. That Hall is located within the village of Harkaway which consists of around 100 residences. There are eight existing streets almost all of which run off Kings Road where the Hall is located. The roads are sealed but there are only a few footpaths. A sole business operating in Harkaway is a general store incorporating a post office. There is a primary school and a tennis club near the Hall. The village has no town water. There is no mail delivery other than to outlying farms and so residents collect their mail from the post office. There are no public transport services to Harkaway. The village is isolated from surrounding suburbs and towns by its geography. As a consequence of these matters, it is a small, close knit and comparatively remote community despite the fact that it is only around three kilometres from Berwick. The road to Berwick is narrow and presents a danger to pedestrians even in good weather in daylight.
- In the past, the applicant had hired the Hall out to groups holding 18th and 21st birthday parties. On a number of occasions, damage was done to the Hall and some of the persons leaving the parties engaged in anti-social behaviour and caused damage to the surrounding homes and businesses. The situation is exacerbated by the fact that there is no public transport out of the village and due to the danger in pedestrians leaving via Harkaway Road. The sometimes inebriated party attendees were often trapped within the village and around resident's homes. The local community expressed a preference for the Hall not to be used at all, even for small, local functions, if they had to deal with the consequences of the behaviour which followed some of the 18th and 21st parties. The community is also concerned about the risk of death or serious injury to persons walking on the road to Berwick. These matters led to the earlier applications for exemptions.
- The applicant has allowed some 18th and 21st birthdays to proceed where the matters referred to above in the definition of exempt conduct have been satisfactorily addressed. The applicant does not seek what would effectively have been a blanket ban on all parties to be attended by people aged under 22 years but rather wishes to ensure that the Hall is used in a manner consistent with the interests of the residents of Harkaway and in a way which minimises the risk to the young people attending functions. I am satisfied that the exemption as framed will meet these purposes.
- 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** (the Charter). Arguably, this exemption limits the right to equal and effective protection against discrimination of people aged 22 years or under who would wish to hire the Harkaway Hall and who cannot satisfy the applicant about the matters listed above. 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 42, 47, 100 and 195 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 21 March 2015.

Dated 19 March 2012

A. DEA
Member

Country Fire Authority Act 1958

VARIATION OF FIRE DANGER PERIOD

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

To terminate from 0100 hours on 26 March 2012:

- Horsham Rural City Council (remainder)
- West Wimmera Shire Council (Part) – That part north of Mosquito Creek.

MICK BOURKE
Chief Executive Officer

Evidence (Miscellaneous Provisions) Act 1958

MEDIATORS

I, Penny Armytage, Secretary to the Department of Justice, under the power found in section 21K of the **Evidence Act (Miscellaneous Provisions) Act 1958**, declare each of the persons listed below to be a mediator with the Dispute Settlement Centre of Victoria.

Jay Jordens
Damian James
Joanne Staunton
Benjamin Luker
Krystal Cutajar
James Fraser
Judy Gutman
Jennifer Redsell
Sarah Hammond
Gina Ralston

Dated 11 March 2012

PENNY ARMYTAGE
Secretary

Food Act 1984

REGISTRATION OF A FOOD SAFETY PROGRAM TEMPLATE

I, Pauline Ireland, as delegate of the Secretary to the Department of Health, under section 19DB of the **Food Act 1984** (the Act) –

1. state that the food safety program template described and identified as Community Group Temporary and Mobile Food Premises Template – Class 2 (version 1) dated 29 February 2012 (the template) is registered for use; and
2. specify that the template is suitable for use by a food business that is being carried out at, on, or from a class 2 food premises that –
 - (a) is a temporary food premises or a mobile food premises; and
 - (b) is being operated by a community group.

In this instrument –

‘**class 2 food premises**’ means food premises declared to be class 2 food premises under section 19C of the Act;

‘**community group**’ means:

- (a) a not-for-profit body; or
- (b) a person or unincorporated group of persons undertaking a food handling activity solely for the purposes of raising funds for charitable purposes or for a not-for-profit body;

‘**not for profit body**’ means an incorporated or unincorporated body or association that is not carried on for the purposes of profit or gain to its individual members and is, by the terms of the constitution of the body or association, prohibited from making any distribution, whether in money, property or otherwise, to its members.

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

Dated 14 March 2012

PAULINE IRELAND
Assistant Director
Food Safety and Regulation
Department of Health

Land Acquisition and Compensation Act 1986

FORM 7

S. 21(a)
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotment 4, Section B, Parish of Brewster,

comprising 6.260 hectares and being land described in Crown Grant Volume 9344 Folio 406, shown as Parcel 61 on Survey Plan 22498A.

Interest Acquired: That of Glenn William Pretty and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 22 March 2012

**Land Acquisition and Compensation
Act 1986**

BARWON REGION WATER CORPORATION

Notice of Acquisition – Erratum

Compulsory Acquisition of Interest in Land

Notice is hereby given that that Notice of Acquisition – Compulsory Acquisition of Interest in Land published on page 435 of the Victoria Government Gazette No. G10 dated 8 March 2012 contained an error in the description of the interest in land being acquired. The description of the interest in land being acquired in the Notice is replaced with the following:

An easement for sewerage purposes and for the distribution and/or supply of recycled water over that part of the land contained in Certificate of Title Volume 10504 Folio 361 which is shown as E-1 comprising an area of 8447 m² on Plan for Creation of Easement dated 4 January 2012, a copy of which is available for perusal at the offices of Barwon Region Water Corporation at 61–67 Ryrle Street, Geelong.

Published with the authority of Barwon Region Water Corporation.

For and on behalf of

Barwon Region Water Corporation

Signed MICHAEL WATSON
(Authorised officer of the Authority)

Name and

Position Michael Watson, Secretary

Dated 15 March 2012

Mineral Resources (Sustainable Development) Act 1990

DEPARTMENT OF PRIMARY INDUSTRIES

Exemption of Land from a Licence

I, David Boothroyd, Manager Earth Resources Tenements, pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation from the Minister for Energy and Resources, hereby exempt all that Crown land situated within the boundaries of exploration applications 5418 and 5419 from being subject to a licence under the **Mineral Resources (Sustainable Development) Act 1990**.

Dated 19 March 2012

DAVID BOOTHROYD
Manager Earth Resources Tenements
Earth Resources Regulation Branch

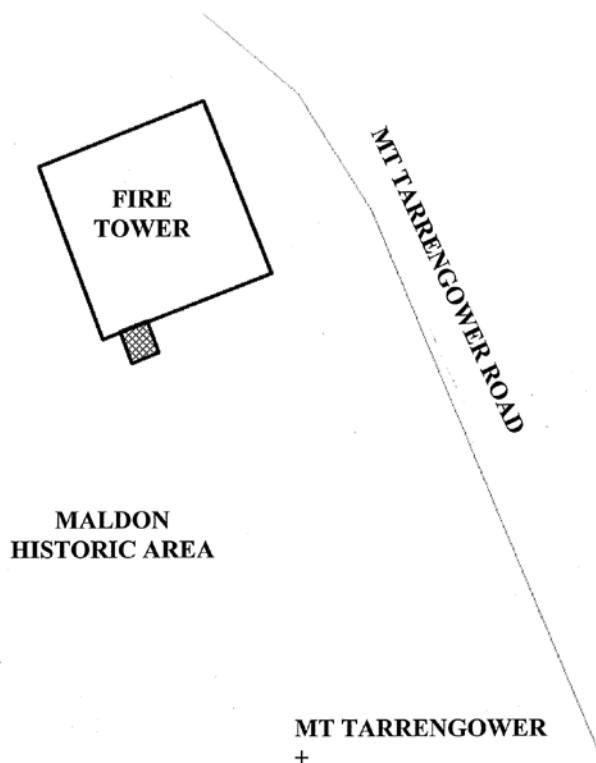
Crown Land (Reserves) Act 1978**ORDER GIVING APPROVAL TO GRANT A LICENCE UNDER SECTIONS 17B AND 17DA**

Under sections 17B and 17DA of the **Crown Land (Reserves) Act 1978**, I, The Hon. Ryan Smith MP, Minister for Environment and Climate Change, being satisfied that there are special reasons which make the granting of a licence 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 licence by the Secretary to the Department of Sustainability and Environment to Goulburn Murray Rural Water Corporation for the purpose of the installation, operation and maintenance of telecommunications infrastructure and equipment, over part of the Maldon Historic Area as described in the Schedule below, and, in accordance with section 17B(3)(a) of the **Crown Land (Reserves) Act 1978**, state that –

- (a) there are special reasons which make granting a licence 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 by cross-hatching on the following plan, being part of the land temporarily reserved for the preservation of an area of natural and historic interest by Order in Council of 4 November 1987 (vide Victoria Government Gazette G43 4 November 1987, page 2996).



File Reference: 0609575

Dated 9 March 2012

The Hon. RYAN SMITH MP
Minister for Environment and Climate Change

Electricity Industry Act 2000

NOTIFICATION OF GRANT OF LICENCE TO SELL ELECTRICITY

The Essential Services Commission gives notice under section 30 of the **Electricity Industry Act 2000** that pursuant to section 19(1) of that Act, the Electricity Retail Licence applied for by Blue NRG Pty Ltd (ABN 30 151 014 658) has been granted by the Commission. The licence is granted on an ongoing basis.

A copy of the licence is available on the Commission's website located at <http://www.esc.vic.gov.au> or a copy can be obtained by calling the Commission's reception on (03) 9651 0222.

Dated 14 March 2012

DR RON BEN-DAVID
Chairperson

Electricity Industry Act 2000

ALINTA ENERGY RETAIL SALES PTY LTD ABN 22 149 658 300

Section 40 FF of the **Electricity Industry Act 2000** requires Alinta Energy Retail Sales Pty Ltd, as the relevant licensee, to publish its terms and conditions for the purchase of TFIT scheme electricity from a TFIT scheme customer.

These terms and conditions will become effective in accordance with section 40MC of the **Electricity Industry Act 2000**.

ALINTA ENERGY RETAIL SALES FEED-IN AGREEMENT TRANSITIONAL FEED-IN
TERMS AND CONDITIONS**1. ABOUT THIS AGREEMENT**

- 1.1 You agree to sell to us and we agree to purchase from you Solar Electricity during the Term of this Agreement.
- 1.2 You are eligible to enter into this Agreement with us if you are a Qualifying TFIT Scheme Customer. You may be a Qualifying TFIT Scheme Customer if:
- (a) you have a Supply Agreement with us in relation to the Supply Address and we have up to date information under clause 1(c) of the Energy Retail Code;
 - (b) you are only claiming TFIT scheme credits for:
 - (i) one eligible Generator at the Supply Address you occupy as your principal place of residence; or
 - (ii) more than one eligible Generator each installed at a separate Supply Address none of which is occupied as your principal place of residence,and each Generator was connected to a distribution system on or after 1 January 2012;
 - (c) the Generator is a photovoltaic generation facility that has an installed or name-plate generating capacity of 5 kilowatts or less; and
 - (d) you are able to supply us with Solar Electricity. Where you are a residential customer this will mean (amongst other things) that the Generator must be installed at the property you occupy as your principal place of residence. Where the Supply Address is not occupied by you as your principal place of residence you must (amongst other things) have an annual consumption rate of electricity of 100 megawatt hours or less.

2. INTERPRETATION

- 2.1 In this Agreement:
- (a) a reference to an Act, Regulation, Order, Code or Guideline shall be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
 - (b) a singular word should be understood to include the plural and vice versa;
 - (c) a year should be read as commencing on the start date of this Agreement; and
 - (d) a reference to a month means a calendar month.

3. CONNECTION TO THE DISTRIBUTOR'S DISTRIBUTION SYSTEM

3.1 If you make a request to us to connect your Generator at the Supply Address to your Distributor's distribution system we will make a request that your Distributor arrange the connection as soon as practicable after you have satisfied us that you comply with clause 1.2 of this Agreement. We will make the request of your Distributor by no later than the next Business Day after you have satisfied us that you comply with clause 8 of this Agreement and have supplied us with all of the information that we need under the Electricity Safety Act and as otherwise reasonably required by us or the Distributor, including:

- (a) the Electrical Work Request; and
- (b) the Certificate of Electrical Safety.

3.2 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection to your Distributor's distribution system.

4. COMMENCEMENT AND DURATION

4.1 This Agreement commences when:

- (a) all of the eligibility criteria set out in clause 1.2 are met;
- (b) you have provided us with details of your principal place of residence;
- (c) we have received the Application Form, completed and signed by you;
- (d) you have provided us with all documentation required under electricity safety legislation (including a copy of the Certificate of Electrical Safety);
- (e) your Distributor confirms with us that you are connected to their network and that you have complied with all of their requirements; including the installation of an approved bi-directional interval (solar capable) meter;
- (f) your Generator has been connected to the Distributor's distribution system and the Distributor has advised us that your NMI has been assigned the relevant network tariff code; and
- (g) you have provided us with your explicit informed consent to enter into this Agreement.

4.2 Subject to clause 6, this Agreement continues in force throughout the TFiT Scheme Period.

5. CHANGE OF SUPPLY TARIFF

5.1 If under your Supply Agreement you currently purchase electricity from us at a tariff that is an Excluded Tariff you will be required to change the tariff under which you are supplied electricity to an alternative tariff. If you do not do so, you will not be eligible to receive Solar Electricity Credits.

5.2 If clause 5.1 applies you may select any supply tariff that is otherwise available to you and is not an Excluded Tariff. If you do not select a tariff when we request you to we will allocate a supply tariff to you and notify you of the new tariff.

6. TERMINATION

6.1 If the Supply Agreement is terminated by either party in accordance with its terms this Agreement will automatically terminate.

6.2 We may terminate this Agreement:

- (a) if you become insolvent, immediately on written notice to you;
- (b) immediately on written notice to you if we determine that:
 - (i) in relation to a residential customer, the Supply Address is not occupied by you as your principal place of residence; or
 - (ii) in relation to a non-residential customer, you have an annual consumption rate of more than 100 megawatt hours per year; or
 - (iii) the Generator is not a photovoltaic generation facility or the Generator has an installed or name-plate generating capacity of more than 5 kilowatts.

- 6.3 We may terminate this Agreement if you breach this Agreement and fail to remedy that breach within 10 Business Days of us giving notice to you, specifying the breach and requiring it to be remedied (in which case this Agreement will end at the expiry of that 10 Business Day period).
- 6.4 Subject to clause 6.5, you may terminate this Agreement without notice.
- 6.5 A termination of this Agreement pursuant to clause 6.4 will only become effective when:
- (a) you enter into a new Transitional Solar Feed-In Agreement with us, after the expiry of the cooling off period in respect of that new contract or if you enter into such an agreement with another retailer, when that other retailer becomes responsible for the Transitional Solar Feed-In Agreement; or
 - (b) the Supply Address is disconnected from the Distributor's distribution system and we are supplied with satisfactory documentation or other confirmation that this has occurred and there is no longer any right of reconnection under the Energy Retail Code.
- 6.6 If this Agreement is a fixed term agreement we will:
- (a) notify you of the following information between one and two months prior to the expiry of this Agreement:
 - (i) the date your TFIT Agreement is due to expire;
 - (ii) the options available to you; and
 - (iii) the terms and conditions that will apply after that date if you do not exercise any other option; and
 - (b) if no option is exercised your Agreement will continue after the expiry date on the terms and conditions as notified subject to those terms and conditions having taken effect in accordance with section 40H of the **Electricity Industry Act 2000**.
- 6.7 This Agreement may terminate at our discretion once the fifth anniversary of the scheme start day has been reached.

7. TRANSITIONAL SOLAR FEED-IN CREDITS

- 7.1 We will credit your Solar Electricity Credits for the relevant period against charges payable by you under your Supply Agreement for that relevant Billing Period.
- 7.2 The Solar Electricity Credits that you receive for any given Billing Period will be calculated in accordance with the following formula:
Solar Electricity Credit = TFIT Rate × Solar Electricity Supplied
Where:
TFIT Rate means \$0.25 per kilowatt-hour (including any GST if applicable) or such greater amount as may be gazetted by us from time to time.
Solar Electricity Supplied means the amount (measured in kilowatt hours) of Solar Electricity supplied to the Distributor's distribution system by you in the relevant Billing Period, as recorded by the Meter or as may be determined under clause 8.
- 7.3 You acknowledge and agree that the TFIT Rate is not indexed or otherwise increased.
- 7.4 If we have been unable to calculate your Solar Electricity Supplied for a relevant period based on a reading of your Meter your Solar Electricity Supplied, TFIT credits will not be applied for that period and, unless your Distributor estimates the generation in accordance with the Applicable Regulations.
- 7.5 If the amount you owe us for a Billing Period is less than the amount of your Solar Electricity Credits the balance of the Solar Electricity Credits will remain as a credit on your next bill.
- 7.6 For the avoidance of doubt, no interest may be charged by you in relation to any Solar Electricity Credits that you may have accumulated from time to time under the terms of this Agreement.

- 7.7 If at any time you wish us to review your account you may request us to do so and we will review it in accordance with the provisions of the Energy Retail Code.
- 7.8 Any excess Solar Electricity Credit is extinguished on the first to occur of:
- (a) 12 months after the first to occur of:
 - (i) the Solar Electricity Credit first arose; and
 - (ii) the excess credit amount first accrued under clause 7.4;
 - (b) the day on which the Supply Agreement expires or terminates; and
 - (c) the last day of the TFiT Scheme Period for you.
- 7.9 A Solar Electricity Credit has no value other than as prescribed in this Agreement, it is not transferable and we are not under any circumstances required to pay you any amount of money under the terms of this Agreement.
- 7.10 If at any time we have applied:
- (a) fewer Solar Electricity Credits to your account than we should have done under the terms of this Agreement we will credit those amounts to your account in accordance with clause 6.3 of the Energy Retail Code.
 - (b) more Solar Electricity Credits to your account than we were obliged to do under the terms of this Agreement we may recover the over-credited amount and in doing so we will follow the procedures set out in clause 6.2 of the Energy Retail Code.

8. METERING

- 8.1 If you request us to do so we will request your Distributor to connect your Generator to the distribution system as soon as practicable, which will include details of any necessary metering and network tariff reassignment. We will make this request no later than the next Business Day after receiving from you all documentation as required under the **Electricity Safety Act 1998** (Vic.), or as reasonably required by us or your Distributor.
- 8.2 You agree to take whatever steps may be necessary to provide us with access to any information that is generated by your Meter.
- 8.3 Subject to you providing us or our agent (identified through producing acceptable identification) with reasonable and safe access to the Supply Address, we will use our best endeavours to ensure that your Meter is read at least once every 6 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the Supply Address and to the Meter for the purpose of reading the Meter and for connection, disconnection, reconnection, maintenance and repair.
- 8.4 Where because you have failed to provide us or our agent (identified through producing acceptable identification) with reasonable and/or safe access to your Meter which results in an inability to read your Meter for a period of 6 months or more we may elect to suspend the operation of this Agreement until such time as reliable Meter data can be obtained.
- 8.5 You must not tamper with your Meter.
- 8.6 Subject to clauses 8.3 and 8.4, Transitional Feed In Tariff credits will be applied based on the reading of your Meter provided that your Meter complies with the requirements of the National Electricity Rules.

9. ADDITIONAL COSTS

- 9.1 You acknowledge that you may be required to pay the following costs to us:
- (a) costs associated with the installation, maintenance or other technical support required by us or by your Distributor under this Agreement;
 - (b) any charges imposed on us by the Distributor as a result of the metering services supplied by the Distributor.
- 9.2 If work needs to be undertaken that may lead to costs of the type described in clause 9.1(a) being incurred on request we will inform you of these costs as soon as possible after the Distributor notifies us of those costs and in any event before the work is undertaken.

10. YOUR BILL

- 10.1 You will not receive a separate bill or statement as a result of entering into this Agreement. Any Solar Electricity Credits accumulated by you during the Term of this Agreement will be set off against the bill that you receive pursuant to your Supply Agreement.
- 10.2 Your bill will clearly itemise:
- (a) the amount of Solar Electricity supplied by you to us during the relevant Billing Period;
 - (b) the amount of Solar Electricity Credits accumulated by you;
 - (c) the amount (if any) of excess Solar Electricity Credits remaining on your account;
 - (d) the amount (if any) of excess Solar Electricity Credits that have expired during the relevant Billing Period; and
 - (e) any charges that we have applied to your account or other adjustments that we have made.

11. INTERRUPTION, REDUCTION OR DISCONNECTION

- 11.1 All of the terms under the Supply Agreement that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to this Agreement.
- 11.2 You agree that the connection of your Generator, and your ability to supply us with Solar Electricity may be interrupted, discontinued or restricted for the same reasons set out in your Supply Agreement and for the reasons set out in your connection contract.

12. GST

- 12.1 Any consideration or amount payable under this Agreement including any non-monetary consideration, is inclusive of GST unless stated otherwise.
- 12.2 Subject to clause 12.1, if we become liable to pay GST in connection with this Agreement you agree to:
- (a) pay to us in addition to any other amounts that may be due to us under this Agreement or under the Supply Agreement, an additional amount equal to the amount of that GST;
 - (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us;
- 12.3 If any GST payable in relation to a supply made under this Agreement varies from the additional amount that is paid by you under clause 12.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from, you.
- 12.4 Subject to the foregoing provisions of this clause 12, you are solely liable for payment of all taxes which may be incurred as a result of this Agreement and you agree to indemnify us for any such liabilities that we may incur.
- 12.5 If you are a business customer you must supply us with a valid ABN in respect of this Agreement.
- 12.6 Unless you supply us with a valid ABN under clause 12.5 you warrant to us that your generation of electricity by your Generator is for private and domestic purposes at your principal place of residence and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

13. YOUR RIGHTS

- 13.1 You may ask us to review your bills or provide you with information on any transitional solar feed-in tariff offers that we may from time to time make and we will process your request and provide the information to you within 10 Business Days.

- 13.2 You may request historical data relating to this Agreement for a period of up to 2 years (being the period for which customer records are maintained even if you have changed to another retailer) and we will process such a request within 10 Business Days.
- 13.3 You must pay our reasonable costs of providing any information that you have sought from us under this clause 13 unless your request is the first request that you have made within a 12 month period and the information sought relates to account or metering information that is less than 2 years old, in which case the information will be provided free of charge.

14. YOUR OBLIGATIONS

- 14.1 You must comply with all applicable laws. In particular you must supply us with Solar Electricity in accordance with the Supply Requirements.
- 14.2 You must ensure that any variations in the voltage and/or frequency do not exceed the levels prescribed by the Applicable Regulations or the requirements of the Distributor.
- 14.3 You must ensure that you supply Solar Electricity at the point where the Distributor's distribution system connects to the Supply Address.
- 14.4 You must not modify the Generator without first obtaining the written consent of the Distributor.
- 14.5 You must notify us as soon as is reasonably practicable about any changes in your contact details or other relevant circumstances.
- 14.6 If the Supply Address was but is no longer your principal place of residence or you cease to occupy it, you must notify us within 14 days of the date when the Supply Address ceased to be your principal place of residence or you ceased to occupy it.
- 14.7 If the photovoltaic generating capacity of your Generator exceeds 5 kilowatts you must notify us 14 days prior to this upgrade occurring. Further if this additional capacity is added after the TFIT scheme closure you will be ineligible to receive TFIT credits.

15. FORCE MAJEURE

- 15.1 If, but for this clause 15, either party would commit a breach of this Agreement and that breach is caused by a Force Majeure Event:
- (a) the obligations of the affected party under this Agreement are suspended to the extent to which they are affected by the Force Majeure Event as long as that event continues; and
 - (b) the affected party must give the other party notice of that fact including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- 15.2 For the purposes of clause 15.1(a), if the effects of a Force Majeure Event are widespread the affected party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.
- 15.3 The parties may agree with one another that a affected party is not to have the benefit of clause 15.1(a) in respect of any Force Majeure Event.
- 15.4 A party that seeks to rely upon clause 15.1(a) must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the Force Majeure Event) on terms that it would not otherwise agree to.
- 15.5 Nothing in this clause 15 varies or excludes the operation of section 120 of the National Electricity Law.

16. MISCELLANEOUS**Liability**

- 16.1 We do not accept any responsibility for any risks or liabilities associated with the operation of your Generator including its control, use, maintenance or connection to the Distributor's distribution system.
- 16.2 If you do not comply with any of your obligations under this Agreement we may give you written notice of this and require you to rectify the default within the time specified by us. If you do not do so we may cancel this contract on 10 Business Days notice in writing and we may charge you for any costs incurred by us due to your failure to comply with your obligations under this Agreement.

Assignment

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

Notices

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

Governing Law

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

Waiver

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

Variations

- 16.8 Subject to anything to the contrary in this Agreement:
- (a) we may vary this Agreement by publishing new terms and conditions (which may or may not include a new tariff) in accordance with section 40FF of the Electricity Industry Act; or
 - (b) the parties may vary this Agreement by agreement in writing.

Severance

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

Entire Agreement

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

Changes in the Laws

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

Complaints

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

17. DEFINITIONS

- 17.1 In this Agreement the following words and phrases bear the meanings set out in this clause.

Applicable Regulations: means any applicable legislation, regulations, orders in council, codes, guidelines, licences, directions or standards or other mandatory obligations that are relevant to the operation of this Agreement.

Application Form: means the Alinta Energy Retail Sales Victorian Transitional Solar Feed-In Tariff Application Form.

Billing Period: means a calendar month during which we supply you with electricity under your Supply Agreement.

Business Day: means any day that is not a Saturday, Sunday or a proclaimed public holiday under the **Public Holidays Act 1993** (Vic.).

Certificate of Electrical Safety: means a form submitted by Registered Electrical Contractors for works undertaken as detailed in the Electricity Work Request, have been completed and tested consistent with the Electricity Safety Act and the Electricity Safety (Installation) Regulations 1999 (Vic.).

Distributor: means the holder of the distribution licence of the electricity distribution network to which the Supply Address is connected.

Electrical Work Request: means an application form submitted by Registered Electrical Contractors for works undertaken that involve a private electrical installation connection to a licensed Distributor's network in Victoria. The works include new electrical installations, alternations and additions to existing electrical installations, service pit installations or fault repairs required for the private electrical installation.

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

Electricity Safety Act: means the **Electricity Safety Act 1998** (Vic.).

Energy Retail Code: means the Energy Retail Code determined by the Essential Services Commission for the purposes of section 36 of the Electricity Industry Act.

Essential Services Commission: means the Essential Services Commission of Victoria.

Excluded Tariff: in relation to our published tariffs, means a tariff in respect of which the relevant Distributor does not provide Solar Electricity Credits.

Force Majeure Event: means an event beyond the reasonable control of you or us.

Generator: means a 'TFiT scheme generating facility' (as that term is defined in section 40F of the Electricity Industry Act) through which you will supply us with Solar Electricity under this Agreement.

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

GST Law: means the same as 'GST law' means in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth).

Meter: means a device installed to the satisfaction of the Distributor for the purpose of recording the amount of Solar Electricity supplied by you to us.

Qualifying TFiT Scheme Customer: means a 'TFiT scheme customer' as that term is defined in section 40F of the Electricity Industry Act.

Registered Electrical Contractor: means an individual or organisation registered in the State of Victoria to undertake electrical contracting.

Solar Electricity: means 'TFiT scheme electricity' as that term is defined in section 40F of the Electricity Industry Act.

Solar Electricity Credit: has the meaning given by clause 7 of this Agreement.

Supply Address: means the address stated in the Supply Agreement between you and us.

Supply Agreement: means an agreement between you and us for the supply and sale of electricity at a single rate tariff to the Supply Address.

Supply Requirements: are the requirements that may be specified by your Distributor from time to time.

Term: has the meaning given by clause 4 of this Agreement.

TFiT Scheme Period: means the 'TFiT scheme period' as that term is defined in section 40FCA of the Electricity Industry Act.

Electricity Industry Act 2000

NEIGHBOURHOOD ENERGY PTY LTD ABN 97 109 118 578

Section 40 FF of the **Electricity Industry Act 2000** requires Neighbourhood Energy Pty Ltd, as the relevant licensee, to publish its terms and conditions for the purchase of TFiT scheme electricity from a TFiT scheme customer.

These terms and conditions will become effective in accordance with section 40MC of the **Electricity Industry Act 2000**.

NEIGHBOURHOOD ENERGY FEED-IN AGREEMENT TRANSITIONAL FEED-IN TERMS AND CONDITIONS

1. ABOUT THIS AGREEMENT

- 1.1 You agree to sell to us and we agree to purchase from you Solar Electricity during the Term of this Agreement.
- 1.2 You are eligible to enter into this Agreement with us if you are a Qualifying TFiT Scheme Customer. You may be a Qualifying TFiT Scheme Customer if:
 - (a) you have a Supply Agreement with us in relation to the Supply Address and we have up to date information under clause 1(c) of the Energy Retail Code;
 - (b) you are only claiming TFiT scheme credits for:
 - (i) one eligible Generator at the Supply Address you occupy as your principal place of residence; or
 - (ii) more than one eligible Generator each installed at a separate Supply Address none of which is occupied as your principal place of residence,and each Generator was connected to a distribution system on or after 1 January 2012;
 - (c) the Generator is a photovoltaic generation facility that has an installed or name-plate generating capacity of 5 kilowatts or less; and
 - (d) you are able to supply us with Solar Electricity. Where you are a residential customer this will mean (amongst other things) that the Generator must be installed at the property you occupy as your principal place of residence. Where the Supply Address is not occupied by you as your principal place of residence you must (amongst other things) have an annual consumption rate of electricity of 100 megawatt hours or less.

2. INTERPRETATION**2.1** In this Agreement:

- (a) a reference to an Act, Regulation, Order, Code or Guideline shall be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
- (b) a singular word should be understood to include the plural and vice versa;
- (c) a year should be read as commencing on the start date of this Agreement; and
- (d) a reference to a month means a calendar month.

3. CONNECTION TO THE DISTRIBUTOR'S DISTRIBUTION SYSTEM**3.1** If you make a request to us to connect your Generator at the Supply Address to your Distributor's distribution system we will make a request that your Distributor arrange the connection as soon as practicable after you have satisfied us that you comply with clause 1.2 of this Agreement. We will make the request of your Distributor by no later than the next Business Day after you have satisfied us that you comply with clause 8 of this Agreement and have supplied us with all of the information that we need under the Electricity Safety Act and as otherwise reasonably required by us or the Distributor, including:

- (a) the Electrical Work Request; and
- (b) the Certificate of Electrical Safety.

3.2 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection to your Distributor's distribution system.**4. COMMENCEMENT AND DURATION****4.1** This Agreement commences when:

- (a) all of the eligibility criteria set out in clause 1.2 are met;
- (b) you have provided us with details of your principal place of residence;
- (c) we have received the Application Form, completed and signed by you;
- (d) you have provided us with all documentation required under electricity safety legislation (including a copy of the Certificate of Electrical Safety);
- (e) your Distributor confirms with us that you are connected to their network and that you have complied with all of their requirements; including the installation of an approved bi-directional interval (solar capable) meter;
- (f) your Generator has been connected to the Distributor's distribution system and the Distributor has advised us that your NMI has been assigned the relevant network tariff code; and
- (g) you have provided us with your explicit informed consent to enter into this Agreement.

4.2 Subject to clause 6, this Agreement continues in force throughout the TFiT Scheme Period.**5. CHANGE OF SUPPLY TARIFF****5.1** If under your Supply Agreement you currently purchase electricity from us at a tariff that is an Excluded Tariff you will be required to change the tariff under which you are supplied electricity to an alternative tariff. If you do not do so, you will not be eligible to receive Solar Electricity Credits.**5.2** If clause 5.1 applies you may select any supply tariff that is otherwise available to you and is not an Excluded Tariff. If you do not select a tariff when we request you to we will allocate a supply tariff to you and notify you of the new tariff.**6. TERMINATION****6.1** If the Supply Agreement is terminated by either party in accordance with its terms this Agreement will automatically terminate.

- 6.2 We may terminate this Agreement:
- (a) if you become insolvent, immediately on written notice to you;
 - (b) immediately on written notice to you if we determine that:
 - (i) in relation to a residential customer, the Supply Address is not occupied by you as your principal place of residence; or
 - (ii) in relation to a non-residential customer, you have an annual consumption rate of more than 100 megawatt hours per year; or
 - (iii) the Generator is not a photovoltaic generation facility or the Generator has an installed or name-plate generating capacity of more than 5 kilowatts.
- 6.3 We may terminate this Agreement if you breach this Agreement and fail to remedy that breach within 10 Business Days of us giving notice to you, specifying the breach and requiring it to be remedied (in which case this Agreement will end at the expiry of that 10 Business Day period).
- 6.4 Subject to clause 6.5, you may terminate this Agreement without notice.
- 6.5 A termination of this Agreement pursuant to clause 6.4 will only become effective when:
- (a) you enter into a new Transitional Solar Feed-In Agreement with us, after the expiry of the cooling off period in respect of that new contract or if you enter into such an agreement with another retailer, when that other retailer becomes responsible for the Transitional Solar Feed-In Agreement; or
 - (b) the Supply Address is disconnected from the Distributor's distribution system and we are supplied with satisfactory documentation or other confirmation that this has occurred and there is no longer any right of reconnection under the Energy Retail Code.
- 6.6 If this Agreement is a fixed term agreement we will:
- (a) notify you of the following information between one and two months prior to the expiry of this Agreement:
 - (i) the date your TFIT Agreement is due to expire;
 - (ii) the options available to you; and
 - (iii) the terms and conditions that will apply after that date if you do not exercise any other option; and
 - (b) if no option is exercised your Agreement will continue after the expiry date on the terms and conditions as notified subject to those terms and conditions having taken effect in accordance with section 40H of the **Electricity Industry Act 2000**.
- 6.7 This Agreement may terminate at our discretion once the fifth anniversary of the scheme start day has been reached.

7. TRANSITIONAL SOLAR FEED-IN CREDITS

- 7.1 We will credit your Solar Electricity Credits for the relevant period against charges payable by you under your Supply Agreement for that relevant Billing Period.
- 7.2 The Solar Electricity Credits that you receive for any given Billing Period will be calculated in accordance with the following formula:

Solar Electricity Credit = TFIT Rate × Solar Electricity Supplied

Where:

TFIT Rate means \$0.25 per kilowatt-hour (including any GST if applicable) or such greater amount as may be gazetted by us from time to time.

Solar Electricity Supplied means the amount (measured in kilowatt hours) of Solar Electricity supplied to the Distributor's distribution system by you in the relevant Billing Period, as recorded by the Meter or as may be determined under clause 8.

- 7.3 You acknowledge and agree that the TFiT Rate is not indexed or otherwise increased.
- 7.4 If we have been unable to calculate your Solar Electricity Supplied for a relevant period based on a reading of your Meter your Solar Electricity Supplied, TFiT credits will not be applied for that period and, unless your Distributor estimates the generation in accordance with the Applicable Regulations.
- 7.5 If the amount you owe us for a Billing Period is less than the amount of your Solar Electricity Credits the balance of the Solar Electricity Credits will remain as a credit on your next bill.
- 7.6 For the avoidance of doubt, no interest may be charged by you in relation to any Solar Electricity Credits that you may have accumulated from time to time under the terms of this Agreement.
- 7.7 If at any time you wish us to review your account you may request us to do so and we will review it in accordance with the provisions of the Energy Retail Code.
- 7.8 Any excess Solar Electricity Credit is extinguished on the first to occur of:
- (a) 12 months after the first to occur of:
 - (i) the Solar Electricity Credit first arose; and
 - (ii) the excess credit amount first accrued under clause 7.4;
 - (b) the day on which the Supply Agreement expires or terminates; and
 - (c) the last day of the TFiT Scheme Period for you.
- 7.9 A Solar Electricity Credit has no value other than as prescribed in this Agreement, it is not transferable and we are not under any circumstances required to pay you any amount of money under the terms of this Agreement.
- 7.10 If at any time we have applied:
- (a) fewer Solar Electricity Credits to your account than we should have done under the terms of this Agreement we will credit those amounts to your account in accordance with clause 6.3 of the Energy Retail Code.
 - (b) more Solar Electricity Credits to your account than we were obliged to do under the terms of this Agreement we may recover the over-credited amount and in doing so we will follow the procedures set out in clause 6.2 of the Energy Retail Code.

8. METERING

- 8.1 If you request us to do so we will request your Distributor to connect your Generator to the distribution system as soon as practicable, which will include details of any necessary metering and network tariff reassignment. We will make this request no later than the next Business Day after receiving from you all documentation as required under the **Electricity Safety Act 1998** (Vic.), or as reasonably required by us or your Distributor.
- 8.2 You agree to take whatever steps may be necessary to provide us with access to any information that is generated by your Meter.
- 8.3 Subject to you providing us or our agent (identified through producing acceptable identification) with reasonable and safe access to the Supply Address, we will use our best endeavours to ensure that your Meter is read at least once every 6 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the Supply Address and to the Meter for the purpose of reading the Meter and for connection, disconnection, reconnection, maintenance and repair.
- 8.4 Where because you have failed to provide us or our agent (identified through producing acceptable identification) with reasonable and/or safe access to your Meter which results in an inability to read your Meter for a period of 6 months or more we may elect to suspend the operation of this Agreement until such time as reliable Meter data can be obtained.
- 8.5 You must not tamper with your Meter.

8.6 Subject to clauses 8.3 and 8.4, Transitional Feed In Tariff credits will be applied based on the reading of your Meter provided that your Meter complies with the requirements of the National Electricity Rules.

9. ADDITIONAL COSTS

9.1 You acknowledge that you may be required to pay the following costs to us:

- (a) costs associated with the installation, maintenance or other technical support required by us or by your Distributor under this Agreement;
- (b) any charges imposed on us by the Distributor as a result of the metering services supplied by the Distributor.

9.2 If work needs to be undertaken that may lead to costs of the type described in clause 9.1(a) being incurred on request we will inform you of these costs as soon as possible after the Distributor notifies us of those costs and in any event before the work is undertaken.

10. YOUR BILL

10.1 You will not receive a separate bill or statement as a result of entering into this Agreement. Any Solar Electricity Credits accumulated by you during the Term of this Agreement will be set off against the bill that you receive pursuant to your Supply Agreement.

10.2 Your bill will clearly itemise:

- (a) the amount of Solar Electricity supplied by you to us during the relevant Billing Period;
- (b) the amount of Solar Electricity Credits accumulated by you;
- (c) the amount (if any) of excess Solar Electricity Credits remaining on your account;
- (d) the amount (if any) of excess Solar Electricity Credits that have expired during the relevant Billing Period; and
- (e) any charges that we have applied to your account or other adjustments that we have made.

11. INTERRUPTION, REDUCTION OR DISCONNECTION

11.1 All of the terms under the Supply Agreement that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to this Agreement.

11.2 You agree that the connection of your Generator, and your ability to supply us with Solar Electricity may be interrupted, discontinued or restricted for the same reasons set out in your Supply Agreement and for the reasons set out in your connection contract.

12. GST

12.1 Any consideration or amount payable under this Agreement including any non-monetary consideration, is inclusive of GST unless stated otherwise.

12.2 Subject to clause 12.1, if we become liable to pay GST in connection with this Agreement you agree to:

- (a) pay to us in addition to any other amounts that may be due to us under this Agreement or under the Supply Agreement, an additional amount equal to the amount of that GST;
- (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us;

12.3 If any GST payable in relation to a supply made under this Agreement varies from the additional amount that is paid by you under clause 12.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from, you.

- 12.4 Subject to the foregoing provisions of this clause 12, you are solely liable for payment of all taxes which may be incurred as a result of this Agreement and you agree to indemnify us for any such liabilities that we may incur.
- 12.5 If you are a business customer you must supply us with a valid ABN in respect of this Agreement.
- 12.6 Unless you supply us with a valid ABN under clause 12.5 you warrant to us that your generation of electricity by your Generator is for private and domestic purposes at your principal place of residence and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

13. YOUR RIGHTS

- 13.1 You may ask us to review your bills or provide you with information on any transitional solar feed-in tariff offers that we may from time to time make and we will process your request and provide the information to you within 10 Business Days.
- 13.2 You may request historical data relating to this Agreement for a period of up to 2 years (being the period for which customer records are maintained even if you have changed to another retailer) and we will process such a request within 10 Business Days.
- 13.3 You must pay our reasonable costs of providing any information that you have sought from us under this clause 13 unless your request is the first request that you have made within a 12 month period and the information sought relates to account or metering information that is less than 2 years old, in which case the information will be provided free of charge.

14. YOUR OBLIGATIONS

- 14.1 You must comply with all applicable laws. In particular you must supply us with Solar Electricity in accordance with the Supply Requirements.
- 14.2 You must ensure that any variations in the voltage and/or frequency do not exceed the levels prescribed by the Applicable Regulations or the requirements of the Distributor.
- 14.3 You must ensure that you supply Solar Electricity at the point where the Distributor's distribution system connects to the Supply Address.
- 14.4 You must not modify the Generator without first obtaining the written consent of the Distributor.
- 14.5 You must notify us as soon as is reasonably practicable about any changes in your contact details or other relevant circumstances.
- 14.6 If the Supply Address was but is no longer your principal place of residence or you cease to occupy it, you must notify us within 14 days of the date when the Supply Address ceased to be your principal place of residence or you ceased to occupy it.
- 14.7 If the photovoltaic generating capacity of your Generator exceeds 5 kilowatts you must notify us 14 days prior to this upgrade occurring. Further if this additional capacity is added after the TFIT scheme closure you will be ineligible to receive TFIT credits.

15. FORCE MAJEURE

- 15.1 If, but for this clause 15, either party would commit a breach of this Agreement and that breach is caused by a Force Majeure Event:
- (a) the obligations of the affected party under this Agreement are suspended to the extent to which they are affected by the Force Majeure Event as long as that event continues; and
 - (b) the affected party must give the other party notice of that fact including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

- 15.2 For the purposes of clause 15.1(a), if the effects of a Force Majeure Event are widespread the affected party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.
- 15.3 The parties may agree with one another that a affected party is not to have the benefit of clause 15.1(a) in respect of any Force Majeure Event.
- 15.4 A party that seeks to rely upon clause 15.1(a) must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the Force Majeure Event) on terms that it would not otherwise agree to.
- 15.5 Nothing in this clause 15 varies or excludes the operation of section 120 of the National Electricity Law.

16. MISCELLANEOUS

Liability

- 16.1 We do not accept any responsibility for any risks or liabilities associated with the operation of your Generator including its control, use, maintenance or connection to the Distributor's distribution system.
- 16.2 If you do not comply with any of your obligations under this Agreement we may give you written notice of this and require you to rectify the default within the time specified by us. If you do not do so we may cancel this contract on 10 Business Days notice in writing and we may charge you for any costs incurred by us due to your failure to comply with your obligations under this Agreement.

Assignment

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

Notices

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

Governing Law

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

Waiver

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

Variations

- 16.8 Subject to anything to the contrary in this Agreement:
- (a) we may vary this Agreement by publishing new terms and conditions (which may or may not include a new tariff) in accordance with section 40FF of the Electricity Industry Act; or
 - (b) the parties may vary this Agreement by agreement in writing.

Severance

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

Entire Agreement

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

Changes in the Laws

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

Complaints

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

17. DEFINITIONS

- 17.1 In this Agreement the following words and phrases bear the meanings set out in this clause.

Applicable Regulations: means any applicable legislation, regulations, orders in council, codes, guidelines, licences, directions or standards or other mandatory obligations that are relevant to the operation of this Agreement.

Application Form: means the Neighbourhood Energy Victorian Transitional Solar Feed-In Tariff Application Form.

Billing Period: means a calendar month during which we supply you with electricity under your Supply Agreement.

Business Day: means any day that is not a Saturday, Sunday or a proclaimed public holiday under the **Public Holidays Act 1993** (Vic.).

Certificate of Electrical Safety: means a form submitted by Registered Electrical Contractors for works undertaken as detailed in the Electricity Work Request, have been completed and tested consistent with the Electricity Safety Act and the Electricity Safety (Installation) Regulations 1999 (Vic.).

Distributor: means the holder of the distribution licence of the electricity distribution network to which the Supply Address is connected.

Electrical Work Request: means an application form submitted by Registered Electrical Contractors for works undertaken that involve a private electrical installation connection to a licensed Distributor's network in Victoria. The works include new electrical installations, alternations and additions to existing electrical installations, service pit installations or fault repairs required for the private electrical installation.

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

Electricity Safety Act: means the **Electricity Safety Act 1998** (Vic.).

Energy Retail Code: means the Energy Retail Code determined by the Essential Services Commission for the purposes of section 36 of the Electricity Industry Act.

Essential Services Commission: means the Essential Services Commission of Victoria.

Excluded Tariff: in relation to our published tariffs, means a tariff in respect of which the relevant Distributor does not provide Solar Electricity Credits.

Force Majeure Event: means an event beyond the reasonable control of you or us.

Generator: means a 'TFiT scheme generating facility' (as that term is defined in section 40F of the Electricity Industry Act) through which you will supply us with Solar Electricity under this Agreement.

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

GST Law: means the same as 'GST law' means in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth).

Meter: means a device installed to the satisfaction of the Distributor for the purpose of recording the amount of Solar Electricity supplied by you to us.

Qualifying TFiT Scheme Customer: means a 'TFiT scheme customer' as that term is defined in section 40F of the Electricity Industry Act.

Registered Electrical Contractor: means an individual or organisation registered in the State of Victoria to undertake electrical contracting.

Solar Electricity: means 'TFiT scheme electricity' as that term is defined in section 40F of the Electricity Industry Act.

Solar Electricity Credit: has the meaning given by clause 7 of this Agreement.

Supply Address: means the address stated in the Supply Agreement between you and us.

Supply Agreement: means an agreement between you and us for the supply and sale of electricity at a single rate tariff to the Supply Address.

Supply Requirements: are the requirements that may be specified by your Distributor from time to time.

Term: has the meaning given by clause 4 of this Agreement.

TFiT Scheme Period: means the 'TFiT scheme period' as that term is defined in section 40FCA of the Electricity Industry Act.

Flora and Fauna Guarantee Act 1988

The Flora and Fauna Guarantee Act 1988 is the main biodiversity legislation in Victoria. The Act enables members of the public to nominate species, ecological communities and potentially threatening processes for listing. Nominations under the Act are considered by an independent Scientific Advisory Committee, which makes recommendations to the Minister for Environment and Climate Change and the Minister for Agriculture and Food Security.

The Committee has made the following preliminary recommendations. Recommendation Reports have been prepared for each recommendation. Copies of the reports can be obtained from the Head Office and major country offices of the Department of Sustainability and Environment (DSE). **The Flora and Fauna Guarantee Act 1988** (the Act) and the Flora and Fauna Guarantee Regulations 2011 can be viewed at these offices or on the internet (<http://www.dse.vic.gov.au>).

PRELIMINARY RECOMMENDATIONS OF THE SCIENTIFIC ADVISORY COMMITTEE

In accordance with section 14 of the Act, the Scientific Advisory Committee has made preliminary recommendations on whether the following nominated items should or should not be listed under the Act.

Items supported for listing	Criteria satisfied
826 <i>Dipodium campanulatum</i> Bell-flower Hyacinth-orchid	1.2, 1.2.1, 1.2.2
829 <i>Mastacomys fuscus</i> Broad-toothed Rat	1.1, 1.2, 1.2.2
830 <i>Geranium</i> sp. 1, Large-flower Cranes-bill	1.2, 1.2.1

The reason that the nominations are supported is that the items satisfy at least one primary criterion of the set of criteria maintained under section 11 of the Act and stated in Schedule 1 of the previous Flora and Fauna Guarantee Regulations 2001.

SUBMISSIONS INVITED ON PRELIMINARY RECOMMENDATIONS OF
THE SCIENTIFIC ADVISORY COMMITTEE

Electronic (by email) or written submissions (in envelopes marked CONFIDENTIAL) supplying evidence that supports or contradicts the preliminary recommendations will be accepted until Friday 27 April 2012. Submissions must be signed and provide a full postal address and daytime telephone number of the person or group making the submission. Emailed submissions should include a postal address so that those making a submission can be advised of developments by letter. Please note that the Scientific Advisory Committee considers only nature conservation issues.

Submissions should be sent to: Martin O'Brien, Executive Officer, Scientific Advisory Committee, care of Department of Sustainability and Environment, 2/8 Nicholson Street (PO Box 500), East Melbourne Vic. 3002. Email: martin.o'brien@dse.vic.gov.au

For inquiries regarding the Act please contact Martin O'Brien (03) 9637 9869. For information on specific items please contact Martin O'Brien or flora and fauna staff at DSE offices.

MARTIN O'BRIEN
Executive Officer, Scientific Advisory Committee
March 2012.

The Scientific Advisory Committee is committed to protecting information provided in accordance with the principles of the **Information Privacy Act 2000**. Information contained in any submissions, nominations or other correspondence is stored and used by the Committee for the purpose of advising the Minister for Environment and Climate Change and the Minister for Agriculture and Food Security on nature conservation matters related to the **Flora and Fauna Guarantee Act 1988**. This information may be disclosed to other relevant government agencies, or if required by law. Those people making submissions can access their contact details held by the Committee by contacting the Executive Officer at the address above.

PREPARATION OF ACTION STATEMENTS

Under section 19 of the **Flora and Fauna Guarantee Act 1988**, the Secretary to the Department of Sustainability and Environment is required to prepare an Action Statement (or management plan) for each listed item. Action Statements set out what has been done and what is intended to be done to conserve or manage that item.

Groups or individuals wishing to comment on a particular action statement at the draft stage, if and when the above items are listed by the Governor in Council on the recommendation of the Ministers, should express their interest to: Kylie White, Executive Director, Biodiversity and Ecosystem Services Branch, Department of Sustainability & Environment, PO Box 500, East Melbourne Vic. 3002.

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

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

Road Naming:

Change Request Number	Road Name	Locality	Proposer and Location
38534	Lavender Avenue	Cheltenham	City of Kingston (Private Road) The road traverses north from Primrose Avenue.
35914	Literature Lane	Melbourne	City of Melbourne The road traverses east from Little La Trobe Street.
38193	Zodiac Court	Irymple	Mildura Rural City Council Formerly known as Belleview Court. The road traverses east from Belleview Drive.
37819	Baryliala Street	Shepparton	Greater Shepparton City Council (Private Road) The road traverses west from Wileya Street.
37819	Wiley Street	Shepparton	Greater Shepparton City Council (Private Road) The road traverses north from Ford Road.
37819	Gaiyimarr Street	Shepparton	Greater Shepparton City Council (Private Road) The road traverses west from Wileya Street.
37819	Bigarrumbdja Street	Shepparton	Greater Shepparton City Council (Private Road) The road traverses east from Wileya Street.
36395	Ti Tree Road	Gelliondale, Hedley and Alberton	Wellington Shire Council Formerly known as Tarndang Road. The road traverses south from South Gippsland Highway.
36392	Boobook Track	Seaton	Wellington Shire Council The road traverses south from Old Joes Road.

School Naming:

Place Name	Proposer and Location
Ainslie Parklands Primary School	Department of Education and Early Childhood Development Formerly known as Croydon West Primary School; located at Hinkley Avenue, Croydon 3136.

Feature Naming:

Place Name	Naming Authority and Location
Ditchfield Bushland Reserve	City of Ballarat Crown Allotment 4F, Section 5, Parish of Ballarat. The reserve adjoins Ditchfield Lane, Hearn Road, Western Freeway and Yarrowee River at Brown Hill. See map at www.dse.vic.gov.au/namingplaces
Australian Botanic Gardens Shepparton	Greater Shepparton City Council Formerly known as Kialla Landfill. Kialla Tip Road, Kialla. See map at www.dse.vic.gov.au/namingplaces
The Briars	Mornington Peninsula Shire Council Nepean Highway, Mt Martha 3934 See map at www.dse.vic.gov.au/namingplaces
Warringine Park	Mornington Peninsula Shire Council 2230 Frankston–Flinder Road, Bittern 3918 See map at www.dse.vic.gov.au/namingplaces

Localities:

Naming Authority	Change Request Number	Affected Localities	Location
Campaspe Shire Council	37746	Part Cornella to Colbinabbin	The border of Cornella and Colbinabbin is moved south along Heathcote Rochester road to Myola road and east along Myola road to Plain road south on Plain Road to the road reserve bordering CA21A, east along road reserve on south side of CA 21A to CA21C south 100 m along border of CA21C then east along the southern border of CA21C to the border of the Gobarup locality which has the creek as its current boundary. For further details see map at www.dse.vic.gov.au/namingplaces
City of Wodonga	38272	Leneva and Baranduda	Continues from its current location that bisects the Bandiana and Leneva localities on Middle Creek, south along the natural creek feature until it meets with Frederic Street Road then runs south-east along Frederic Street Road then runs south-east along Frederic Street Road, continuing on the south-west side of crown allotment 11A section 6, parish of Baranduda until meeting again with the current boundary of Leneva, Branduda and Staghorn Flat. For further details see map at www.dse.vic.gov.au/namingplaces

Office of Geographic Names

Land Victoria
570 Bourke Street
Melbourne 3000JOHN E. TULLOCH
Registrar of Geographic Names

Housing Act 1983

LAND THE DIRECTOR OF HOUSING IS DEEMED TO HAVE
AN INTEREST IN UNDER SECTION 107 OF THE **HOUSING ACT 1983**
PORT PHILLIP HOUSING ASSOCIATION LTD

I, Doug Craig, Acting Director of Housing (the Director), hereby issue the following declaration pursuant to section 107 of the **Housing Act 1983** (the Act).

Pursuant to the terms of a Funding Deed dated 9 December 2005 between the Director and Port Phillip Housing Association Ltd and the terms of a Deed of Novation dated 28 April 2010 between the Director, Port Phillip City Council and the Port Phillip Housing Association Ltd, the following land is land in which the Director is deemed to have an interest in under section 107 of the Act.

Volume	Folio	Address
11283	606	Lot 2 of PS 507351U, Units 1-6 / 41 Farrell Street, Port Melbourne

Dated 8 March 2012

Signed at Melbourne in the State of Victoria
DOUG CRAIG
Acting Director of Housing

Interpretation of Legislation Act 1984

VICTORIAN ENERGY EFFICIENCY TARGET AMENDMENT (IN-HOME DISPLAYS)
REGULATIONS 2012

Notice of Incorporation of Documents and Address for Inspection of Documents

As required by section 32(3) of the **Interpretation of Legislation Act 1984**, notice is given that the Victorian Energy Efficiency Target Amendment (In-Home Displays) Regulations 2012 ('the Regulations') apply, adopt or incorporate the following documents:

Table of Applied, Adopted or Incorporated Matter

Statutory Rule Provision	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 5 which inserts new definition of AMI metering installation into the Victoria Energy Efficiency Target Regulations 2008	Minimum Functionality Specification (Victoria) Release 1.1, published by the Department of Primary Industries in September 2008.	The whole
Regulation 7 which inserts new Schedule 30 into the Victoria Energy Efficiency Target Regulations 2008	ZigBee Smart Energy Profile Specification published by the ZigBee Standards Organisation on 1 December 2008	The whole
Regulation 7 which inserts new Schedule 30 into the Victoria Energy Efficiency Target Regulations 2008	ZigBee Smart Energy Profile Specification version 1.1 published by the ZigBee Standards Organisation on 23 March 2011	The whole

A copy of the material applied, adopted or incorporated by the Regulations has been lodged with the Clerk of the Parliaments and is available for inspection by the public, free of charge, during normal business hours at the Essential Services Commission, Level 2, 35 Spring Street, Melbourne 3000, telephone 9651 0222.

HON. MICHAEL O'BRIEN
Minister for Energy & Resources

Interpretation of Legislation Act 1984**VICTORIAN ENERGY EFFICIENCY TARGET AMENDMENT
(PRESCRIBED ACTIVITIES) REGULATIONS 2012**

Notice of Incorporation of Documents and Address for Inspection of Documents

As required by section 32(3) of the **Interpretation of Legislation Act 1984**, notice is given that the Victorian Energy Efficiency Target Amendment (Prescribed Activities) Regulations 2012 ('the Regulations') apply, adopt or incorporate the following documents:

Table of Applied, Adopted or Incorporated Matter

Statutory Rule Provision	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 5 which substitutes new regulation 6(1)(k) and (2)(a) into the Victorian Energy Efficiency Target Regulations 2008	AS 3999: 1992 Thermal insulation of dwellings – Bulk insulation – Installation requirements published by Standards Australia on 16 April 1992.	The whole
Regulation 5 which substitutes new regulation 6(1)(n) into the Victorian Energy Efficiency Target Regulations 2008	AS/NZS 6400:2005 Water efficient products – Rating and labelling published by Standards Australia/ Standards New Zealand on 1 June 2005 and reissued December 2006 incorporating Amendments Nos. 1, 2 and 3.	The whole
Regulation 5 which substitutes new regulation 6(2)(b) into the Victorian Energy Efficiency Target Regulations 2008	The 2008 edition of the Building Code of Australia comprising – (a) Volume One of the Australian Building Codes Board Series including any variations or additions in the Appendix Victoria set out in the Appendices to that Volume; and (b) Volume Two of the Australian Building Codes Board Series including any Victorian additions set out in Appendix A of that Volume.	Part 3.8.5

A copy of the material applied, adopted or incorporated by the Regulations has been lodged with the Clerk of the Parliaments and is available for inspection by the public, free of charge, during normal business hours at the Essential Services Commission, Level 2, 35 Spring Street, Melbourne 3000, telephone 9651 0222.

HON. MICHAEL O'BRIEN MP
Minister for Energy and Resources

Pipelines Act 2005

SECTION 67

Minor Alteration to Authorised Route

PIPELINE LICENCE NUMBER: 78

NAME AND ADDRESS OF
LICENSEE(S): APA GasNet Australia (Operations) Pty Ltd
180 Greens Road
Dandenong, Victoria 3175

DESCRIPTION OF EXISTING
AUTHORISED ROUTE: The Brooklyn Ballarat Bendigo Pipeline (PL78) commences as a 200 mm diameter nominal bore pipeline at the intersection of Old Geelong Road and Jones Road, Brooklyn and runs to the Derrimut City Gate, then to the Rockbank City Gate; then to the Melton City Gate; then past the Bacchus Marsh City Gate, then to the Ballan City Gate, then to a point East of the intersection of Racecourse Road and Melbourne Road, Ballan where it branches into two lines. The first line runs to Wallace City Gate and then terminates at the Ballarat City Gate. The second line is a 150 mm diameter nominal bore pipeline which runs to the Daylesford City Gate, then to the Castlemaine City Gate and terminates at the Bendigo City Gate. The third line is an 80 mm diameter nominal bore pipeline that runs from a branch valve on the 200 mm pipeline for a distance of 221 metres to the Bacchus Marsh City Gate. The total length of the pipeline is 180.1 km.

ALTERATION: As from today:

1. The authorised route of the pipeline is altered to disconnect Pipeline Licence 78 from Pipeline Licence 81 and connect it directly to Pipeline Licence 266 within the Brooklyn City Gate.
2. The authorised route of the pipeline is delineated by the red line depicted on Drawing Number A6-78-1 Rev F and replaces all existing drawings.

CONDITIONS:

As from today the conditions of Pipeline Licence 78 are revoked and replaced with the following conditions:

1. The pipeline shall have the following features:
 - a. Maximum Allowable Operating Pressure: 7,400 kPA
 - b. Contents: Gaseous hydrocarbons
 - c. Internal diameter: 80 mm, 150 mm and 200 mm
 - d. Overall length: 180.1 km.
2. The licensee must report to the Minister at least once in every year and at such other times as agreed with the Minister on the performance of the licensee in protecting the environment from the pipeline operation.
3. The licensee must give the Minister 7 days notice in writing, if the licensee intends to cease to convey substances through the pipeline, otherwise than in the course of the normal operating procedure of the pipeline and does not intend to surrender the licence.

4. The licensee must obtain and maintain insurance against expenses or liabilities or specified things arising in connection with, or as a result of, the carrying out of a pipeline operation, or the doing of any other thing, under the licence, including the expenses of complying with directions with respect to the clean-up or other remedying of the effects of the escape of petroleum, or any other liquid or gaseous substance, from the pipeline.

Dated 6 March 2012

JOHN MITAS
Acting Director Earth Resources Regulation
Delegate of the Minister

Pipelines Act 2005

SECTION 67

Minor Alteration to Authorised Route

PIPELINE LICENCE NUMBER:	81
NAME AND ADDRESS OF LICENSEE(S):	APA GasNet Australia (Operations) Pty Ltd 180 Greens Road Dandenong, Victoria 3175
DESCRIPTION OF EXISTING AUTHORISED ROUTE:	The Brooklyn to Corio Pipeline (PL81) is a 350 mm diameter nominal bore pipeline that commences at the intersection of Old Geelong Road and Jones Road, Brooklyn and runs generally in a south-west direction to Laverton North City Gate, then to Hoppers Crossing City Gate Forsyth Road, then to Hoppers Crossing City Gate Old Geelong Road, then to Werribee City Gate Old Snyder's Road; then to Werribee City Gate Maltby Avenue, then to Avalon City Gate, then to Lara City Gate, then terminating at Corio City Gate near School Road, Corio. The length of the pipeline is 50.7 km.
ALTERATION:	As from today: <ol style="list-style-type: none"> 1. The authorised route of the pipeline is altered to disconnect Pipeline Licence 78 from Pipeline Licence 81 within the Brooklyn City Gate. 2. The authorised route of the pipeline is delineated by the red line depicted on Drawing Numbers A6-81-1 Rev B and A6-81-2 Rev C and replace all existing drawings.

CONDITIONS:

As from today the conditions of Pipeline Licence 81 are revoked and replaced with the following conditions:

1. The pipeline shall have the following features:
 - a. Maximum Allowable Operating Pressure: 7,390 kPA
 - b. Contents: Gaseous hydrocarbons
 - c. Internal diameter: 350 mm
 - d. Overall length: 50.7 km.
2. The licensee must report to the Minister at least once in every year and at such other times as agreed with the Minister on the performance of the licensee in protecting the environment from the pipeline operation.

3. The licensee must give the Minister 7 days notice in writing, if the licensee intends to cease to convey substances through the pipeline, otherwise than in the course of the normal operating procedure of the pipeline and does not intend to surrender the licence.
4. The licensee must obtain and maintain insurance against expenses or liabilities or specified things arising in connection with, or as a result of, the carrying out of a pipeline operation, or the doing of any other thing, under the licence, including the expenses of complying with directions with respect to the clean-up or other remedying of the effects of the escape of petroleum, or any other liquid or gaseous substance, from the pipeline.

Dated 6 March 2012

JOHN MITAS
Acting Director Earth Resources Regulation
Delegate of the Minister

Plant Health and Plant Products Act 1995

NOTICE OF EXTENSION

Orders Declaring Restricted Areas in Victoria for the Control of Queensland Fruit Fly

I, Peter Walsh, Minister for Agriculture and Food Security, extend the Orders listed below, made under section 20 of the **Plant Health and Plant Products Act 1995**, declaring restricted areas for the control of Queensland Fruit Fly, for a further period of 12 months.

Location	Date of making	Date of Gazettal	Date extension effective
Cobram	8 March 2011	17 March 2011	8 March 2012
Cobram East	8 March 2011	17 March 2011	8 March 2012
Koondrook	7 March 2011	17 March 2011	7 March 2012
Koonoomoo	8 March 2011	17 March 2011	8 March 2012
Numurkah	7 March 2011	17 March 2011	7 March 2012

The Orders were published in the Government Gazette and specify the prohibitions, restrictions and requirements so as to prevent the spread of Queensland Fruit Fly from each area to other parts of Victoria.

A copy of the Order and Notices may be obtained by contacting Biosecurity Victoria on (03) 9210 9390.

Dated 7 March 2012

PETER WALSH MLA
Minister for Agriculture and Food Security

Plant Health and Plant Products Act 1995**ORDER DECLARING A RESTRICTED AREA AT VINIFERA FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Peter Walsh, Minister for Agriculture and Food Security, under section 20 of the **Plant Health and Plant Products Act 1995**, make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 9 March 2012

PETER WALSH MLA
Minister for Agriculture and Food Security

1. Objective

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly at Vinifera, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

2. Authorising provisions

This Order is made under section 20 of the **Plant Health and Plant Products Act 1995**.

3. Definition

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Health and Plant Products Act 1995**;

‘**authorised person**’ means a person authorised by the Department of Primary Industries;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Manager Plant Standards**’ means the person for the time being occupying or acting in the position of Manager, Plant Standards in the Department of Primary Industries;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

4. Restricted area for the control of Queensland Fruit Fly

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

5. Prohibitions, restrictions and requirements

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Primary Industries; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Manager Plant Standards; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Manager Plant Standards.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Manager Plant Standards.

6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Primary Industries.

Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santal
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 143.40423° East, 35.21281° South.

Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 143.40423° East, 35.21281° South.

Note: Section 21 of the **Plant Health and Plant Products Act 1995** provides that a person is guilty of an offence and liable for a penalty not exceeding 50 penalty units in the case of a natural person, and 100 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

Plant Health and Plant Products Act 1995**ORDER DECLARING A RESTRICTED AREA AT LAKE BOGA FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Peter Walsh, Minister for Agriculture and Food Security, under section 20 of the **Plant Health and Plant Products Act 1995**, make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated: 9 March 2012

PETER WALSH MLA
Minister for Agriculture and Food Security

1. Objective

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly at Lake Boga, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

2. Authorising provisions

This Order is made under section 20 of the **Plant Health and Plant Products Act 1995**.

3. Definition

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Health and Plant Products Act 1995**;

‘**authorised person**’ means a person authorised by the Department of Primary Industries;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Manager Plant Standards**’ means the person for the time being occupying or acting in the position of Manager, Plant Standards in the Department of Primary Industries;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

4. Restricted area for the control of Queensland Fruit Fly

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

5. Prohibitions, restrictions and requirements

- (1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.
- (2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –
 - (a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Primary Industries; or
 - (b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Manager Plant Standards; or
 - (c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Manager Plant Standards.
- (3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Manager Plant Standards.

6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Primary Industries.

Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 143.65677° East, 35.46505° South.

Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 143.65677° East, 35.46505° South.

Note: Section 21 of the **Plant Health and Plant Products Act 1995** provides that a person is guilty of an offence and liable for a penalty not exceeding 50 penalty units in the case of a natural person, and 100 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

Plant Health and Plant Products Act 1995**ORDER DECLARING A RESTRICTED AREA AT BEVERFORD FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Peter Walsh, Minister for Agriculture and Food Security, under section 20 of the **Plant Health and Plant Products Act 1995**, make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 9 March 2012

PETER WALSH MLA
Minister for Agriculture and Food Security

1. Objective

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly at Beverford, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

2. Authorising provisions

This Order is made under section 20 of the **Plant Health and Plant Products Act 1995**.

3. Definition

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Health and Plant Products Act 1995**;

‘**authorised person**’ means a person authorised by the Department of Primary Industries;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Manager Plant Standards**’ means the person for the time being occupying or acting in the position of Manager, Plant Standards in the Department of Primary Industries;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

4. Restricted area for the control of Queensland Fruit Fly

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

5. Prohibitions, restrictions and requirements

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Primary Industries; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Manager Plant Standards; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Manager Plant Standards.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Manager Plant Standards.

6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Primary Industries.

Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 143.48291° East, 35.22450° South.

Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 143.48291° East, 35.22450° South.

Note: Section 21 of the **Plant Health and Plant Products Act 1995** provides that a person is guilty of an offence and liable for a penalty not exceeding 50 penalty units in the case of a natural person, and 100 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

Victorian Environmental Assessment Council Act 2001VICTORIAN GOVERNMENT RESPONSE TO THE
METROPOLITAN MELBOURNE INVESTIGATION FINAL REPORT BY
THE VICTORIAN ENVIRONMENTAL ASSESSMENT COUNCIL

The Metropolitan Melbourne Investigation Final Report by the Victorian Environmental Assessment Council was publicly released on 13 March 2012. In accordance with the **Victorian Environmental Assessment Council Act 2001**, (S25(1)) this response addresses each of the recommendations made in the report.

Protecting biodiversity on public land**Recommendation 1**

Additional protection for Crown land with remnant native vegetation be provided by:

- (a) reserving unreserved Crown land for a purpose that includes the protection of its remnant native vegetation; and
- (b) amending the reservation purpose of reserved Crown land, where appropriate, to include the protection of its remnant native vegetation.

The Government partially supports this recommendation.

The Government recognises the importance of additional protection for Crown land with remnant native vegetation as a tool for protecting public land values and sustainable public land management (Rec R1 (a)).

The establishment of any additional protection for Crown land with remnant native vegetation requires consideration of existing protection measures, including existing programs, strategic priorities and management needs. The implications of Rec R1(b) will need to be assessed on a case by case basis to ensure opportunities for potentially suitable primary and secondary uses are not unintentionally limited. The Government will implement this recommendation where there is demonstrable benefit for remnant native vegetation values.

The Department of Sustainability and Environment is the responsible agency for this recommendation to the extent that it is accepted.

Recommendation 2

Local biodiversity action programs, as outlined in the final report for VEAC's Remnant Native Vegetation investigation, be established in metropolitan Melbourne.

The Government partially supports this recommendation.

The Government recognises the benefits of protecting biodiversity values in metropolitan Melbourne. The Government currently has a number of programs in place to manage biodiversity values.

The Government will consider this recommendation as part of its regular business. The establishment of any additional programs requires consideration of existing programs, strategic priorities and management needs.

The Department of Sustainability and Environment is the responsible agency for implementation of this recommendation to the extent that it is accepted.

Planning for sea level rise and coastal inundation**Recommendation 3**

The next Victorian Coastal Strategy consider the implications of sea level rise and inundation for Crown land foreshores, and provide guidance on how the adaptation options of protect, accommodate and retreat should be implemented in relation to this land.

The Government supports this recommendation.

The current Victorian Coastal Strategy 2008 sets policies and actions to plan for the impact of sea level rise on the coast. There is considerable work under way within the Victorian Government to undertake these actions. In the future there will be more emphasis on adaptation and longer-term strategic planning. The next Victorian Coastal Strategy will have a stronger focus on adaptation and consider the involvement of coastal communities in adaptation planning.

The Victorian Coastal Council reports to the Minister for Environment and Climate Change. A function of the Council is to prepare a draft Victorian Coastal Strategy. The Government will request the Council to consult widely in drafting the next Victorian Coastal Strategy and ensure there is a stronger focus on adaptation and consideration of how to better involve coastal communities in adaptation planning.

Maintaining and using the public open space inventory

Recommendation 4

Government maintain the public open space inventory developed by VEAC and:

- a) update the public open space data for public land and land owned by local councils at least every five years
- (b) make the spatial dataset available to local councils; and
- (c) make the information in the inventory available to the community.

The Government partially supports this recommendation.

The public open space inventory is a valuable asset and the Government recognises the importance of maintaining an up to date public open space inventory. Where possible, the Government will maintain the inventory and consider options of making this information available.

The Departments of Planning and Community Development and Sustainability and Environment will work together to implement this recommendation to the extent that it is accepted. Work is currently being undertaken in this area that will build on the data set developed by VEAC.

Recommendation 5

The public open space inventory data be used to inform the Government's proposed metropolitan strategy for Melbourne.

The Government supports this recommendation.

The public open space inventory data is one source of information that will be considered in the development of the metropolitan planning strategy.

The Department of Planning and Community Development is leading the development of the strategy and is responsible for implementation of this recommendation. The Department is currently undertaking work in this area that will build on the data set developed by VEAC.

Meeting the open space needs of Melbourne's growing population

Recommendation 6

Prior to considering proposals that would result in the reduction of open space, government and local councils undertake a public process to assist them to determine the costs and benefits to the community of proposed reductions in public open space on public land and land owned by local councils.

The Government partially supports this recommendation.

The Government has a number of strategies to manage Melbourne's public open space network. In the pre-election Victorian Liberal and Nationals Coalition Plan for Planning, the Government committed to increasing the transparency of any public land sale by setting up an open and public process where the relevant minister must set out the reason for sale of land before disposal.

The Government currently undertakes a public process where it is appropriate to do so and where it will create a more efficient public works and open space planning process. The Government supports this recommendation where it is consistent with the effective and efficient delivery of public infrastructure and services.

The Department of Planning and Community Development and the Department of Sustainability and Environment will work together to implement this recommendation to the extent that it is accepted.

Recommendation 7

The principle of no net loss of area be applied when public open space on public land and land owned by local councils is used to deliver non-park related services and facilities.

The Government partially supports this recommendation.

It is important to ensure that sufficient public open space is provided in a context where current and projected population growth and increased urban densities place demands on open space.

The Victorian Planning Provisions contain a number of strategies to protect the overall network of open space. Where land is required for another purpose, additional replacement land is often sought.

However, in some cases the limited availability or the cost of replacement land can pose practical difficulties for the Government and local government, particularly for some local councils in inner metropolitan areas owing to the limited availability or the cost of replacement land.

The Department of Planning and Community Development and the Department of Sustainability and Environment will work together to implement this recommendation to the extent that it is accepted.

Recommendation 8

Public open space on public land and land owned by local councils be managed to maximise public access and to provide the widest range of user opportunities.

The Government supports this recommendation.

The Government supports appropriate community access to open space on public land where other activities will not interfere with the primary functions of the land in question. The Government's public open space planning aims to ensure that activity needs of people of all abilities, ages and cultures are accommodated. Some uses of open space may be incompatible. Where possible, the Government supports the provision of shared facilities and complementary activities.

Optimising the use of open space across the metropolitan area and improving access to open space will be considerations in the metropolitan planning strategy.

The Department of Planning and Community Development is responsible for implementation of this recommendation.

Recommendation 9

Government review the open space contribution policy and provisions in the Victoria Planning Provisions and **Subdivision Act 1988** with the aim of assisting metropolitan local councils meet the challenges of population increase by maximising the contribution of open space through subdivision of land. This would include:

- (a) reviewing the contribution level in the Subdivision Act to determine whether the minimum contribution should be set at five per cent
- (b) streamlining the process for creating a contribution schedule to clause 52.01 of the Victoria Planning Provisions
- (c) removing the uncertainties in the interpretation and use of the Subdivision Act and clause 52.01 of the Victoria Planning Provisions
- (d) reviewing the provisions in the Subdivision Act and clause 52.01 of the Victoria Planning Provisions that exempt some subdivisions from the requirement to make an open space contribution
- (e) considering whether the open space objectives in clause 56.05-2 of the Victoria Planning Provisions, which detail standards for neighbourhood open space, can be made to operate with the provisions in clause 52.01, which require people proposing to subdivide to make specified contributions to the local council.

The Government partially supports this recommendation.

The Government supports improving the efficiency and efficacy of open space planning. The Department of Planning and Community Development is currently leading work on a range of tools to help inform the strategic justification required to support the amendment process and open space provisions.

The Government has a number of mechanisms available to metropolitan local councils to decide open space contribution levels in the development process. It is up to metropolitan local councils to choose which tools are suited to meet their needs.

The Government is investigating changes to the Subdivision Act as a result of the Court of Appeal decision to ensure that Clause 52.01 can operate as intended.

The Government supports removing the uncertainties in the interpretation and use of the Subdivision Act and clause 52.01 of the Victoria Planning Provisions (Rec 9(c)). While there is no current plan to review the open space contribution policy and provisions in the Victoria Planning Provisions, the Government supports providing greater clarity in the interpretation and use of open space contribution tools available to local councils.

In relation to clause 56.05-2, the Department of Planning and Community Development is preparing planning guidance to further clarify the purpose of each provision and the relationship between them to support effective allocation of open space as part of the subdivision process (Rec 9(e)).

The Department of Planning and Community Development is responsible for implementation of this recommendation to the extent that it is accepted.

Recommendation 10

Government encourage multiple uses of public authority land where appropriate as one means of providing additional public open space in metropolitan Melbourne.

The Government supports this recommendation.

Public authority land that is fit for multiple uses should be used to its potential. Providing for multiple uses is one way of increasing the availability, function and liveability of public open space. Suitability of public land for multiple uses should be determined by the compatibility of uses and the protection of the values of the land.

The Department of Planning and Community Development is responsible for implementation of this recommendation.

Recommendation 11

Government develop a standard framework for the shared management and use of public open space on public authority land that provides certainty of management and use for public authorities and open space managers.

The Government supports this recommendation.

The development of a standard framework will assist public open space managers and public authorities to negotiate shared use of open space. The Government supports developing a framework through a consultative process and will involve all interested state agencies, local councils and other relevant public land stakeholders.

The Department of Planning and Community Development is responsible for implementation of this recommendation.

Recommendation 12

Government prepare a metropolitan open space policy and strategy that provides a long-term plan for public open space in metropolitan Melbourne. Such a document:

- (a) encompass public open space on both Crown and public authority land (public land) and local council land in metropolitan Melbourne
- (b) provide strategic actions to address key issues relating to the provision and protection of public open space in metropolitan Melbourne, in particular to respond to Melbourne's expected population increase. These issues could include, but should not be limited to:
 - (i) addressing the uneven distribution of open space across metropolitan Melbourne
 - (ii) developing appropriate standards for the distribution and accessibility of public open space in established municipalities
 - (iii) considering approaches and mechanisms for creating new open space, including the use of public authority land, and for meeting an anticipated increase in intensity of use of existing open space, particularly in established municipalities
 - (iv) developing guidelines for providing opportunities for different open space uses across metropolitan Melbourne.

The Government supports this recommendation subject to wider considerations in the development of the metropolitan planning strategy.

In the pre-election Victorian Liberal and Nationals Coalition Plan for Planning, the Government committed to ensure that as the city grows, adequate open space and parkland exists for public use. The metropolitan planning strategy will provide a framework for open space and approaches to addressing future open space and recreation needs in the context of population growth and change.

The preferred approach by which local councils can achieve greater certainty regarding open space is to undertake and complete a comprehensive municipal open space strategy, which councils can then use as a framework for the management, improvement and augmentation of their open space assets in line with anticipated development needs.

The Department of Planning and Community Development is responsible for implementation of this recommendation to the extent that it is accepted.

Recommendation 13

Government require metropolitan local councils to prepare municipal open space strategies or update their existing open space strategies in accordance with the framework established by the metropolitan open space strategy. Municipal open space strategies should continue to reflect the local on-ground knowledge and expertise of local council open space planners.

The Government partially supports this recommendation.

The Government will work in partnership with local councils to progress a long term approach to metropolitan open space planning so that an effective system of regional and local open space is provided.

The Department of Planning and Community Development is responsible for implementation of this recommendation to the extent that it is accepted.

Recommendation 14

The metropolitan open space strategy and municipal open space strategies be regularly updated; at least every ten years.

The Government partially supports this recommendation.

The Government supports the regular monitoring and review of a State Government developed wider metropolitan planning strategy as a framework for regional open space and local council developed municipal open space strategies.

The Department of Planning and Community Development is responsible for implementation of this recommendation to the extent that it is accepted. The Department is leading the development of the metropolitan planning strategy with input from its partner agencies.

Recommendation 15

Government assign responsibility and allocate sufficient resources for:

- (a) maintaining the public open space inventory and making available the information it contains; and
- (b) developing and implementing a metropolitan open space policy and strategy.

The Government partially supports this recommendation.

The public open space inventory complements the Government's work on metropolitan planning and open space planning and where possible will maintain the inventory and refers to its response to Recommendation 4.

The Government notes that some of the information required to implement this recommendation currently exists and additional work is underway. Implementation of this recommendation will complement the development of the metropolitan planning strategy.

The Department of Planning and Community Development is responsible for implementation of this recommendation to the extent that it is accepted.

Assessing surplus public land for alternative public uses**Recommendation 16**

A formal and transparent whole of government process and criteria be developed for assessing the potential for surplus public land to meet alternative public uses, and involve consultation with relevant local councils where appropriate.

The Government supports this recommendation.

In the Victorian Liberal Nationals Coalition Plan for Planning, the Government commits to the establishment of a State register of significant public land and an audit of government-owned land.

The Government is currently undertaking a project to audit government-owned land, including land with the potential for meeting alternative uses. The Department of Planning and Community Development is leading the audit. The findings of these projects will inform implementation of this recommendation and the Government will consider the findings of VEAC and this recommendation as part of future policy development or review relating to the identification, disposal and alternative use of surplus public land.

The Government will establish a whole of Government process to implement this recommendation.

Recommendation 17

Crown land and public authority freehold land that is not required by its land manager for a current or future use be:

- (a) assessed through the process recommended in R16 against a range of criteria including whether the land:
 - (i) would contribute to the implementation of government priorities identified in its future metropolitan strategy for Melbourne
 - (ii) meets priority open space needs identified in the metropolitan open space strategy recommended by VEAC (see R12)
 - (iii) contributes to ecological connectivity or recreational corridors
 - (iv) forms part of a water frontage; and
- (b) retained as public land where these and other specified public land values are identified.

The Government supports this recommendation.

Any policy development or review relating to the identification, disposal and alternative use of surplus public land will include consideration of the public benefits of retaining public land. In developing a process and criteria for assessing surplus public land for retention, the criteria identified by VEAC will be carefully considered.

The Government will establish a whole of Government process to implement this recommendation.

Recommendation 18

Government allocate resources for the assessment of surplus public land for alternative public uses.

The Government partially supports this recommendation.

The Government will ensure that appropriate actions are taken to implement the recommendation related to the assessment of surplus public land for alternative public land uses to the extent that it has been accepted, as required under the **Victorian Environmental Assessment Council Act 2001**. Any further resources will be subject to budget processes.

The Government will establish a whole of Government process to implement this recommendation to the extent that it is accepted.

Recommendation 19

Crown land assessed as suitable for another public use be retained by the Crown and assigned to a new public land manager for this public purpose.

The Government partially supports this recommendation.

The Government will consider the findings of VEAC and this recommendation as part of any policy development or review relating to the identification, disposal and alternative use of surplus Crown land in the future.

The Government will establish a whole of Government process to implement this recommendation to the extent that it is accepted.

Selling public land that is suitable for another public use**Recommendation 20**

Impending sales of Crown land and public authority freehold land be listed on a central register, such as the Government Land Monitor's sales bulletin board. Listings:

- (a) be for a minimum of 60 days
- (b) continue until the land is sold; and
- (c) be accessible to all public authorities, local councils and the public.

The Government partially supports this recommendation.

In the pre-election Victorian Liberal Nationals Coalition Plan for Planning, the Government committed to the establishment of a State register of significant public land. The Government refers to its response to recommendation 16 regarding projects related to the audit of government-owned land.

The Government will review the process for the sale of Crown land and public authority freehold land with the timelines of this recommendation in mind. It would be premature to predict the findings of the audit to provide definitive comment on the disposal or valuation of Government land at this stage.

The Government will establish a whole of Government process to implement this recommendation to the extent that it is accepted.

Recommendation 21

The 'Policy and instructions for the purchase, compulsory acquisition and sale of land' be amended so that public authority freehold land can be sold at a market value that reflects its intended public use where it is assessed that significant community benefits will be achieved.

The Government partially supports this recommendation.

The findings and recommendations of the VEAC report will be considered as part of any policy development or review relating to identification, disposal and alternative use of surplus public land in the future.

The Government recognises that land that has been purchased with public funds should be assessed to determine its appropriate future use having regard to current and future public benefit. The Government notes that amending the policy and instructions for the purchase, compulsory acquisition and sale of public authority freehold land is likely to have a financial impact on the operation of some agencies.

The Government will establish a whole of Government process to implement this recommendation to the extent that it is accepted.

Recommendation 22

Criteria and conditions be developed for the sale of public authority land at a reduced market value.

The Government partially supports this recommendation.

There are exceptional situations where overriding public benefits will be derived from the sale or transfer of public land at a reduced market value. The Government will review this recommendation in relation to relevant current projects including the audit of government-owned land.

The Government will establish a whole of Government process to implement this recommendation.

Awareness of Aboriginal cultural heritage values**Recommendation 23**

That public land managers undergo, or continue to undergo, cultural heritage training to increase or maintain their awareness of the existence of Aboriginal cultural heritage values on public land.

The Government supports this recommendation.

The Government recognises the value of our State's Aboriginal heritage to all Victorians. All land managers have obligations to manage Aboriginal cultural heritage values in accordance with the requirements of the **Aboriginal Heritage Act 2006** and the associated regulations.

Many Government agencies already have existing programs and policies that guide staff planning and management of Aboriginal cultural heritage values on public land. The Government will continue to develop awareness of Aboriginal cultural heritage values among relevant staff.

Resourcing implementation of public land use recommendations**Recommendation 24**

Government allocate resources:

- (a) to implement previously accepted LCC recommendations on Crown land through appropriate reservation
- (b) for areas not subject to accepted LCC recommendations, to formalise current public land use shown on map A of this report (except those areas recommended for a change in use) through reservation of Crown land as provided for in each public land use general recommendation
- (c) to implement government accepted recommendations for changes to public land use (A1 to E5).

The Government partially supports this recommendation.

The Government will review all outstanding accepted LCC recommendations in the investigation area, with a view to determine their current relevance and priority. This review will occur within 5 years. Implementation of recommendations will then be undertaken in accordance with the findings of this review and Government priorities at the time (Rec 24 (a)). Those determined to be no longer relevant or a priority will be amended or revoked.

Formalisation of current public land use for Melbourne shown on map A of the VEAC report is subject to consideration in relation to other Government priorities (Rec 24 (b)).

Implementation of recommendations for changes to public land use (A1 to E5) will occur to the extent that the recommendation is accepted and in relation to other Government priorities (R24 (c)).

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

Recommendations for public land use / recommendations for changes to public land use**Additions to Kinglake National Park****Recommendation A1**

- (a) The area of approximately 2,590 hectares, shown hatched on figure 7.1, be added to Kinglake National Park under the **National Parks Act 1975**; and
- (b) a management agreement be established under section 321 of the **National Parks Act 1975** for the area shown on figure 7.1 as Yan Yean Reservoir and surrounds; and
- (c) Melbourne Water continues to manage all infrastructure associated with the Yan Yean Reservoir and water treatment facilities.

The Government partially supports this recommendation.

Most of this land is and will continue to be a closed catchment and managed for water quality and biodiversity objectives. There are boundary and management issues to be resolved, particularly concerning management of the Sherwin Ranges southern buffer and some public roads and associated road reserves.

The Government will investigate whether adding this area to Kinglake National Park will deliver improved public land outcomes.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

Additions to Bunyip State Park

Recommendation A2

- (a) The area of approximately 62 hectares, shown hatched in figure 7.2, be added to Bunyip State Park under the **National Parks Act 1975**; and
- (b) grazing licences may be reissued to the current licensees only.

The Government partially supports this recommendation.

Allowable activities, including grazing will be determined based on management objectives for the area.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

Additions to Point Cook Coastal Park**Recommendation A3**

The area of approximately 961 hectares, shown hatched in figure 7.3 (see VEAC final report):

- (a) be used to:
 - (i) conserve, protect and re-establish indigenous flora, fauna and natural ecosystems
 - (ii) preserve and protect features in the park of archaeological, historical, ecological, scenic, geological or other scientific interest
 - (iii) provide opportunities for recreation and education associated with the enjoyment and understanding of natural environments and cultural heritage where consistent with (i) and (ii) above;
- (b) specifically protect the following features and values:
 - (i) the diverse indigenous flora and fauna associated with the threatened grasslands, saltmarsh and wetlands; and migratory and wader bird species
 - (ii) saltmarsh and lagoons comprising Truganina wetlands and Cheetham wetlands between Laverton Creek and Point Cooke (see note 1)
 - (iii) indigenous fauna associated with the beach and intertidal environments of the adjoining Point Cooke Marine Sanctuary;
- (c) generally permit the following activities:
 - (i) bushwalking, nature observation, cultural heritage appreciation, picnicking, recreational fishing
 - (ii) bicycle riding on formed roads and tracks
 - (iii) research, subject to permit
 - (iv) cultural heritage activities in the vicinity of the homestead;
- (d) exclude the following activities:
 - (i) harvesting of forest products, including firewood collection
 - (ii) grazing by domestic stock (see note 2)
 - (iii) hunting and use of firearms
 - (iv) dog walking except on leash on specified trails
 - (iv) off-road motorcycling
 - (v) burning solid fuel fires (see note 3);
- (e) include adjoining unused road reserves, where appropriate; and
- (f) be established under Schedule Three of the **National Parks Act 1975**.

The Government partially supports this recommendation.

The park boundary will need to be surveyed to reflect topography, site constraints and adjacent land uses.

Allowable and excluded activities within the area will be determined based on management objectives.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for nature conservation reserves and Trust for Nature protected areas**Recommendation B**

Nature conservation reserves and Trust for Nature protected areas as shown on map A (see VEAC final report) and listed in appendix 2, according to their specific values:

- (a) be used to:
 - (i) conserve and protect species, communities or habitats of indigenous flora and fauna
 - (ii) provide for educational and scientific study, where consistent with (i) above
 - (iii) provide for recreation by small numbers of people, where consistent with (i) above
 - (iv) identify and protect cultural heritage values, where consistent with (i) above;
- (b) generally permit the following activities, where compatible with (a):
 - (i) bushwalking, nature observation, heritage appreciation, picnicking
 - (ii) car touring, including four wheel driving, on formed roads and tracks
 - (iii) for Crown land, apiculture on existing licensed sites, subject to the outcome of scientific research into the ecological impacts of this industry, and management requirements
 - (iv) for Crown land, exploration and mining for minerals and searching for and extraction of stone resources subject to the consent of the Crown land Minister under the relevant legislation;
- (c) exclude the following activities:
 - (i) grazing of domestic stock (see note 2)
 - (ii) harvesting of forest products
 - (iii) hunting and use of firearms (see note 3)
 - (iv) solid fuel fires at any time of year (see note 4)
 - (v) dog walking (see note 5)
 - (v) horse riding;
- (d) include adjoining unused road reserves, where appropriate;
- (e) be permanently reserved, if Crown land is not already appropriately reserved for conservation purposes, under the **Crown Land (Reserves) Act 1978** (see note 5); or
- (f) continue to be managed in accordance with the above, for Trust for Nature land, and:
 - (i) should these areas no longer be required by Trust For Nature, that the areas be transferred to the Crown, and
 - (ii) be permanently reserved for conservation purposes under the **Crown Land (Reserves) Act 1978**.

The Government partially supports this recommendation.

The Government will review the current land category 'nature conservation reserves' and 'Trust for Nature protected areas' as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

The Government considers a high level of scrutiny is needed in assessing adjoining unused road reserves for inclusion (Rec B(d)), as these areas are likely to be required for potential future road development.

Areas no longer required by Trust For Nature will be considered on a case by case basis according to government priorities at the time (Rec B(f)(i)).

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for regional parks

Recommendation C

Regional parks as shown on map A (see VEAC final report):

- (a) be used to:
 - (i) provide for informal recreation for large numbers of people associated with enjoyment of natural or semi-natural surroundings
 - (ii) conserve and protect natural landscapes and scenic values
 - (iii) conserve and protect biodiversity to the extent that is consistent with (i) above, and
 - (iv) protect significant cultural and historic sites, landscapes and places, including Aboriginal cultural sites and places;
- (b) generally provide for the following activities, according to the specific characteristics of each park:
 - (i) bushwalking, nature observation, heritage appreciation, picnicking, recreational fishing, cycling
 - (ii) camping
 - (iii) dog walking
 - (iv) car touring and four wheel driving on formed roads and tracks
 - (v) mountain bike and trailbike riding on formed roads and tracks
 - (vi) horse riding on formed roads and tracks and overnight camping with horses
 - (vii) metal detecting, prospecting, and
 - (viii) research, subject to permit;
- (c) generally exclude the following activities:
 - (i) harvesting of forest products (see note 2)
 - (ii) grazing by domestic stock (see note 3)
 - (iii) hunting and use of firearms (see note 4), and
 - (iv) licensed apiculture (see note 5);
- (d) where appropriate, be restored (subject to clearly defined, transparent and scientifically supported ecological objectives) to re-establish ecosystems or to return them to a state more closely resembling their natural condition (see notes 2 and 3);
- (e) include unused road reserves adjoining parks, where appropriate;
- (f) have a management plan prepared for each park in partnership with key user groups, local authorities and the community; and
- (g) be permanently reserved under the **Crown Land (Reserves) Act 1978** for the purpose of regional park if not already appropriately reserved (see notes 6 and 7).

The Government partially supports this recommendation.

The Government will review the current land category 'regional parks' as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

A review of management planning is being undertaken in order to achieve more integrated public land planning across the landscape and this will dictate how management plans are developed in the future (Rec C(f)).

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for metropolitan parks

Recommendation D

Metropolitan parks as shown on map A and listed in appendix 5 (see VEAC final report):

- (a) be used to:
 - (i) provide for informal recreation for large numbers of people associated with enjoyment of natural or semi-natural surroundings or open space
 - (ii) conserve and protect natural landscapes and scenic values and open space
 - (iii) provide for organised recreation to the extent that is consistent with (i) and (ii) above and according to the specific characteristics of each park
 - (iv) conserve and protect biodiversity to the extent that is consistent with (i) above; and
 - (v) protect significant cultural and historic sites, landscapes and places, including Aboriginal cultural sites and places;
- (b) include unused road reserves adjoining parks, where appropriate;
- (c) have a management plan prepared for each park in partnership with key user groups, local authorities and the community; and
- (d) be permanently reserved under the **Crown Land (Reserves) Act 1978** for the purpose of metropolitan park if not already appropriately reserved (see note 2).

The Government partially supports this recommendation.

The Government will review the current land category 'metropolitan parks' as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

A review of management planning is being undertaken in order to achieve more integrated public land planning across the landscape and this will dictate how management plans are developed in the future (Rec D(c)).

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for natural features reserves**Recommendation E**

The natural features reserves as shown on map A, according to their specific characteristics:

- (a) be used to:
 - (i) protect natural features and values
 - (ii) protect and restore areas with remnant vegetation or habitat value and conserve indigenous flora and fauna
 - (iii) protect water quality where appropriate
 - (iv) protect historic and Aboriginal cultural heritage features, values and sites
 - (v) provide opportunities for education and recreation, including hunting where specified (see note 2), at levels consistent with (i) to (iv) above
 - (vi) maintain scenic features and the character and quality of the local landscapes
 - (vii) preserve features of geological or geomorphologic interest;
- (b) generally permit the following activities:
 - (i) exploration for minerals be permitted, and mining, subject to decisions on particular cases
 - (ii) prospecting and apiculture;
- (c) exclude the following activities:
 - (i) timber harvesting
 - (ii) domestic stock grazing in bushland, scenic, geological and geomorphologic features and streamside areas (see note 1);
- (d) include unused road reserves in adjoining natural features reserves where appropriate ecological or recreational values are identified; and
- (e) be permanently reserved under the **Crown Land (Reserves) Act 1978** if not already appropriately reserved; or
- (f) be managed in accordance with the above if public authority owned land.

The Government partially supports this recommendation.

The Government will review the current land category 'natural features reserves' as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

Bandicoot Corner Bushland Area**Recommendation E1**

- (a) The area of approximately 8 hectares, shown hatched in figure 7.4 (see VEAC final report), be permanently reserved as a natural features reserve-bushland area and used in accordance with the natural features reserves general recommendations E
- (b) Melbourne Water continue to manage the adjoining Yallock Creek drain for its biodiversity values.

The Government supports this recommendation and refers to its response to Recommendation E for natural features reserves.

The Department of Sustainability and Environment is responsible for implementation of this recommendation.

Edithvale Wetland Bushland Area

Recommendation E2

That the area of approximately 5 hectares of Crown land, shown hatched on figure 7.5 (see VEAC final report) be used in accordance with natural features reserves general recommendations E.

The Government supports this recommendation and refers to its response to Recommendation E for natural features reserves.

This recommendation is consistent with the management of these areas as part of the Edithvale–Seaford Wetlands Ramsar Site with the obligation to maintain their ecological character at the time of listing in 2001.

The Department of Sustainability and Environment is responsible for implementation of this recommendation.

Addition to Seaford Wetland Bushland Area

Recommendation E3

That the area of approximately 5 hectares of Crown land at Seaford Wetland, shown hatched on figure 7.6 (see VEAC final report) be added to the existing natural features reserve-bushland area (Seaford Wetland Reserve) and used in accordance with natural features reserves general recommendations E.

The Government supports this recommendation and refers to its response to Recommendation E for natural features reserves.

This recommendation is consistent with the management of these areas as part of the Edithvale–Seaford Wetlands Ramsar Site with the obligation to maintain their ecological character at the time of listing in 2001.

The Department of Sustainability and Environment is responsible for implementation of this recommendation.

Bearmaris Cliffs Geological and Geomorphological Features Area

Recommendation E4

The area of approximately 3 hectares of Crown land, shown hatched on figure 7.7 (see VEAC final report) be used in accordance with natural features reserves general recommendations E.

The Government supports this recommendation and refers to its response to Recommendation E for natural features reserves.

The natural features reserve should include the entire fossil bed area from Table Rock Point to Charman Road and includes the Black Rock Sandstone layer. The Museum of Victoria will be consulted to verify the location of the fossil bed.

The Department of Sustainability and Environment is responsible for implementation of this recommendation.

Yallock Creek Streamside Area

Recommendation E5

The area of approximately 6 hectares of Crown land, shown hatched on figure 7.8 (see VEAC final report) be permanently reserved for conservation purposes and used in accordance with natural features reserves general recommendations E.

The Government supports this recommendation and refers to its response to Recommendation E for natural features reserves.

The Government considers a high level of scrutiny is needed in assessing adjoining unused road reserves for inclusion as these areas are likely to be required for potential future road development.

The Department of Sustainability and Environment is responsible for implementation of this recommendation.

General recommendations for coastal reserves

Recommendation F

That coastal reserves shown on map A (see VEAC final report):

- (a) be used to:
 - (i) provide opportunities for recreation for large numbers of people, and also for recreation related to enjoying and understanding nature
 - (ii) protect and conserve natural coastal landscapes, ecosystems and significant geomorphological, archaeological and historical features for public enjoyment and inspiration and for education and scientific study
 - (iii) ensure the protection and conservation of important indigenous aquatic and terrestrial fauna and flora
 - (iv) ensure the identification and protection of Aboriginal cultural heritage sites and places
 - (v) provide opportunities for fishing and facilities for boating, together with the necessary navigational aids, and also to provide for necessary recreational facilities to support beach-related activity;
- (b) include adjoining unused road reserves, where appropriate; and
- (c) if not already appropriately reserved, be permanently reserved, with the seaward boundary to low water mark, under the **Crown Land (Reserves) Act 1978**.

The Government partially supports this recommendation.

The Government will review the current land category 'coastal reserves' as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for water production areas

Recommendation G

Water production areas including storage areas, diversion works and associated facilities; protective buffer zones around diversion works and storages where defined in a special area plan and any other public land considered necessary, as shown on map A (See VEAC final report):

- (a) be used for water supply purposes
- (b) permit other activities by the water supply authority after consultation with the Department of Sustainability and Environment, and other relevant agencies as appropriate
- (c) protect natural and cultural heritage values
- (d) include adjoining unused road reserves, where appropriate; and
- (e) if Crown land which is not already appropriately reserved, be permanently reserved under the **Crown Land (Reserves) Act 1978** for water supply purposes and be managed by the appropriate water supply authority; or
- (f) if public authority land, be managed in accordance with the above.

The Government partially supports this recommendation.

The Government will review the current land category 'water production areas' as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for historic and cultural features reserves

Recommendation H

Historic and cultural features reserves as shown on map A, according to their specific characteristics:

- (a) be used to protect historic and cultural heritage values, features and sites (Aboriginal and non-Indigenous)
- (b) provide opportunities for:
 - (i) education and informal recreation such as picnicking, walking and, where relevant, fishing, and
 - (ii) more intensive recreation such as camping, where specified by the land manager, and where compatible with (a)
- (c) protect areas with remnant natural vegetation or habitat value
- (d) exclude timber harvesting
- (e) permit low impact exploration for minerals and mining, subject to consideration of the impact on values in (a) for each application or case
- (f) generally permit prospecting and apiculture, where relevant
- (g) exclude grazing (see note 2)
- (h) include adjoining unused road reserves, where appropriate; and
- (i) if Crown land which is not already appropriately reserved, be permanently reserved under the **Crown Land (Reserves) Act 1978**; or
- (j) if public authority land, be managed in accordance with the above.

The Government partially supports this recommendation.

The Government will review the current land category 'historic and cultural features reserves' as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for community use areas**Recommendation I**

Community use areas, as shown on map A (see VEAC final report), according to their specific characteristics:

- (a) be used as recreation areas and trails, parklands and gardens, reservoir parks, or for education and other community purposes; and
- (b) provide for a broad range of recreational and leisure activities including organised sport, walking, cycling and picnicking
- (c) protect the conservation, scientific, educational and historic values of botanic gardens and ornamental plantations
- (d) provide for education and public enjoyment in schools, public halls, kindergartens, libraries, museums and other similar areas
- (e) provide for appropriate facilities
- (e) maintain or restore features of cultural significance, natural surroundings and the local character and quality of the landscape where relevant, and where compatible with the above
- (f) exclude harvesting of forest products, hunting and 'stone' extraction, as defined in the **Extractive Industries Development Act 1995**
- (g) include adjoining unused road reserves, where appropriate; and
- (h) if Crown land which is not already appropriately reserved, be reserved under the **Crown Land (Reserves) Act 1978**, including reserving open space for a specific open space purpose: or
- (i) if public authority land, be managed in accordance with the above.

The Government partially supports this recommendation.

The Government will review the current land category 'community use areas' as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for services and utilities areas**Recommendation J**

That reserves and easements for public services and utilities such as transport, electricity and gas, communications, cemeteries, water and sewerage be used for those purposes; and that:

- (a) new services, or utility sites and easements or lines, not be sited in or across reference areas, and wherever possible not be sited in or across national, state or other parks or nature conservation reserves;
- (b) railway lines, roadsides and other service and utility sites be managed to protect natural values including remnant native vegetation and habitat, and Aboriginal cultural heritage values, as far as practical;
- (c) should a public land area or building and site used for service or utility purposes no longer be required for its primary designated use, it be assessed for its natural, recreational and cultural heritage values, and capability for other public uses.

The Government partially supports this recommendation.

The Government will review the current land category ‘services and utilities areas’ as part of a review of the current system of categorising public land. The objective of this review will be to implement a simpler, more transparent and robust system.

Allowable and excluded activities within the area will be determined based on management objectives.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

General recommendations for uncategorised public land

Recommendation K

Public land other than that recommended for specific uses in this report, or subject to previous accepted specific land use recommendations:

- (a) be uncategorised public land; and
- (b) existing legal use and tenure continue for the time being
- (c) Crown land be assessed and either:
 - (i) retained and assigned to a Department of Sustainability and Environment land manager if it has public land values, or
 - (ii) disposed of if assessed as having no public land values and as being surplus to current and future community needs; and
- (d) consistent with recommendation R17, surplus public authority land be:
 - (i) assessed for its potential to meet alternative public uses
 - (ii) retained as public land where certain public land values are identified
 - (iii) disposed of if assessed as having no public land values and as being surplus to current and future community needs.

The Government partially supports this recommendation.

Where this recommendation relates to the sale of surplus land, the Government refers to its responses to recommendations 16 to 22.

The Department of Sustainability and Environment is responsible for implementation of this recommendation to the extent that it is accepted.

Ryans Swamp and surrounds

Recommendation N1

- (a) Melbourne Water continue to use and manage the 191 hectare area containing Ryans Swamp and surrounds, as shown within the red boundary on figure 7.9 (see VEAC final report), to protect and enhance biodiversity values and in accordance with natural features reserves general recommendations E; and
- (b) should Melbourne Water no longer require this area, it be transferred to the Crown and be permanently reserved for conservation purposes under the **Crown Land (Reserves) Act 1978**.

The Government supports this recommendation and refers to its response to Recommendation E for natural features reserves.

The Department of Sustainability and Environment is responsible for implementation of this recommendation.

Truganina Swamp**Recommendation N2**

- (a) Melbourne Water continue to use and manage the 100 hectares comprising Truganina Swamp, as shown within the red boundary in figure 7.3 (see VEAC final report), to protect and enhance biodiversity values and in accordance with natural features reserves general recommendations E; and
- (b) should Melbourne Water no longer require this area, it be transferred to the Crown and be permanently reserved for conservation purposes under the **Crown Land (Reserves) Act 1978**.

The Government supports this recommendation and refers to its response to Recommendation E for natural features reserves.

The Department of Sustainability and Environment is responsible for implementation of this recommendation.

Edithvale–Seaford Wetlands**Recommendation N3**

- (a) Melbourne Water continue to use and manage Edithvale–Seaford Wetlands, as shown within the red boundary in figures 7.5 and 7.6 (see VEAC final report), to protect and enhance biodiversity values and in accordance with natural features reserves general recommendations E; and
- (b) should Melbourne Water no longer require the areas in (a) above, that these areas be transferred to the Crown and be permanently reserved for conservation purposes under the **Crown Land (Reserves) Act 1978**.

The Government supports this recommendation and refers to its response to Recommendation E for natural features reserves.

The Department of Sustainability and Environment is responsible for implementation of this recommendation.

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

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

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

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

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

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

Car is a Motor Vehicle, other than:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Agreement has the same meaning as in the Act;

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

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

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

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

vehicle has the same meaning as in the Act.

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

Table One			
Toll Zone	Toll		
	Car	LCV	HCV
1. That part of the Link road between Moreland Road and Brunswick Road.	\$1.94	\$3.10	\$3.69
2. That part of the Link road between Racecourse Road and Dynon Road.	\$1.94	\$3.10	\$3.69
3. That part of the Link road between Footscray Road and the West Gate Freeway.	\$2.43	\$3.88	\$4.61
4. That part of the Link road being the Domain Tunnel and that part of the Link road leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of the Link road – <ul style="list-style-type: none"> (a) being the eastbound carriageways of the Link road; (b) between Punt Road and the exit to Boulton Parade; and (c) comprising Boulton Parade. 	\$2.43	\$3.88	\$4.61
5. That part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$4.36	\$6.98	\$8.29
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.	\$1.94	\$3.10	\$3.69

<p>7. That part of the Link road between Burnley Street and Punt Road and including that part of the Link road –</p> <p>(a) between Punt Road and the exit to Boulton Parade, other than the eastbound carriageways; and</p> <p>(b) comprising Boulton Parade, other than:</p> <p>(i) the eastbound carriageways between Burnley Street and Punt Road; and</p> <p>(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.</p>	\$1.94	\$3.10	\$3.69
<p>8. That part of the Link road being the eastbound carriageways between Burnley Street and Glenferrie Road.</p>	\$1.94	\$3.10	\$3.69
<p>9. That part of the Link road between Glenferrie Road and Burnley Street, other than the eastbound carriageways.</p>	\$1.94	\$3.10	\$3.69
<p>10. That part of the Link road being the eastbound carriageways between Swan Street Intersection and Punt Road, other than –</p> <p>(a) that part of the Link road being the Burnley Tunnel; and</p> <p>(b) that part of the Link road comprising Boulton Parade.</p>	\$1.21	\$1.94	\$2.30
<p>11. That part of the Link road between Punt Road and Swan Street Intersection, other than –</p> <p>(a) the eastbound carriageways;</p> <p>(b) that part of the Link road being the Burnley Tunnel;</p> <p>(c) that part of the Link road:</p> <p>(1) between Punt Road and the exit to Boulton Parade; and</p> <p>(2) comprising Boulton Parade; and</p> <p>(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.</p>	\$1.21	\$1.94	\$2.30

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

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

Table Two			
Trip Cap	Toll		
	Car	LCV	HCV
1. Where the passage of the vehicle on the last toll zone comprising the Trip before exiting the Full Link road occurs between 6 am and 8 pm on the same day.	\$7.28	\$9.70	\$9.70
2. Where the passage of the vehicle on the last toll zone comprising the Trip before exiting the Full Link road occurs between 8 pm on the one day and 6 am on the next.	\$7.28	\$7.28	\$7.28

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

Table Three	
Taxis	Toll
Each Half Link Taxi Trip	\$4.60
Each Full Link Taxi Trip	\$6.50

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 9 December 2011 and published in the Victoria Government Gazette No. G 50 (pages 2944 to 2948), dated 15 December 2011 ('the Last Notice').

This notice takes effect on 1 April 2012 and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;

- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

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

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

Dated 15 March 2012

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

E. M. MILDWATER
Director
CityLink Melbourne Limited
(ABN 65 070 810 678)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

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

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

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

Car is a Motor Vehicle, other than:

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

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

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

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

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

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

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

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

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

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

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

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

vehicle has the same meaning as in the Act.

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

Table One			
Toll Zone	Toll		
	Car	LCV	HCV
12. The Extension road	\$1.21	\$1.94	\$2.30

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 9 December 2011 and published in the Victoria Government Gazette No. G 50 (pages 2949 to 2950), dated 15 December 2011 ('the Last Notice').

This Notice takes effect on 1 April 2012, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

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

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

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

Dated 15 March 2012

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

E. M. MILDWATER
Director
CityLink Extension Pty Limited
(ABN 40 082 058 615)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

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

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

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

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

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

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

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

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

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

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

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

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

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

the Agreement has the same meaning as in the Act;

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

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

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

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

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

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

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

vehicle has the same meaning as in the Act; and

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

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

Table One			
24 Hour Pass	Toll		
	Car	LCV	HCV
	\$13.95	\$22.30	\$26.50

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
	\$13.95	\$22.30

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

Table Three		
Tulla Pass	Toll	
	Car	LCV
	\$4.95	\$7.95

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 9 December 2011 and published in the Victoria Government Gazette No. G 50 (pages 2951 to 2953), dated 15 December 2011 ('the Last Notice').

This Notice takes effect on 1 April 2012, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

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

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

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

Dated 15 March 2012

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

E. M. MILDWATER
Director
CityLink Melbourne Limited
(ABN 65 070 810 678)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

vehicle has the same meaning as in the Act; and

Weekend Pass is an agreement with CityLink to register a Car or Light Commercial Vehicle under

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

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

Table One			
24 Hour Pass	Toll		
	Car	LCV	HCV
	\$13.95	\$22.30	\$26.50

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

Table Two		
Weekend Pass	Toll	
	Car	LCV
	\$13.95	\$22.30

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 9 December 2011 and published in the Victoria Government Gazette No. G 50 (pages 2954 to 2956), dated 15 December 2011 ('the Last Notice').

This Notice takes effect on 1 April 2012, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

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

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

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

Dated 15 March 2012

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

E. M. MILDWATER
Director
CityLink Extension Pty Limited
(ABN 40 082 058 615)

Water Act 1989

CARRYOVER DECLARATION FOR MID LODDON GROUNDWATER MANAGEMENT AREA 2012

I, Peter Walsh MLA, Minister for Water, as Minister administering the **Water Act 1989**, make the following Declaration:

Citation

1. This Declaration is called the Carryover Declaration for Mid Loddon Groundwater Management Area 2012.

Purpose

2. The purpose of this Declaration is to allow holders of take and use licences for groundwater in the Mid Loddon Groundwater Management Area to carry over an amount of groundwater unused in a water season to a subsequent water season and to specify the terms and conditions that are to apply to ensure amongst other things that the local impacts of increased use can be managed.

Authorising provision

3. This Declaration is made under section 62A of the **Water Act 1989**.

Commencement and duration

4. This Declaration comes into effect on the date on which notice of it is published in the Government Gazette and continues in force until revoked.

Definitions

5. In this Declaration:

‘**Act**’ means the **Water Act 1989**;

‘**Authority**’ means the Goulburn-Murray Rural Water Corporation;

‘**carryover**’ means the amount of water authorised to be taken by a licence holder under this Declaration;

‘**Declaration**’ means this Carryover Declaration for Mid Loddon Groundwater Management Area 2012;

‘**licence**’ means a licence to take and use groundwater issued under section 51 of the Act;

‘**Mid Loddon Groundwater Management Area**’ means that part of the groundwater system that is the area known as the Mid Loddon Groundwater Management Area and identified as the Mid Loddon Water Supply Protection Area in Plan No. LEGL./03-095 lodged in the Central Plan Office;

‘**water season**’ has the same meaning as in the Act.

Declaration

6. I declare that licence holders in the Mid Loddon Groundwater Management Area are authorised to take water that has not been taken under a licence by the end of a water season in the subsequent water season (that is, it may be ‘carried over’ into the next water season) subject to the terms and conditions specified in this Declaration.

Terms and conditions

7. This following terms and conditions apply to this Declaration:
- (1) Maximum amount that may be carried over
The maximum amount that may be carried over by a licence holder in a water season is 30 percent of the licence volume.
 - (2) Transfer of licence
If a licence is transferred the transferee is not entitled to any carryover to which the transferor was authorised to take and use under this Declaration.
 - (3) Recording use of carryover on the water register
For the purpose of recording in the water register what water has been taken by a licence holder authorised to take carryover, the water taken shall be recorded against carryover before any licensed volume.

Dated 13 March 2012

PETER WALSH MLA
Minister for Water

Notes**(1) Transfers**

As provided in clause 7(2) carryover cannot be transferred to another person as the result of a transfer of a licence. In addition, the Act does not allow the transfer of carryover independent of a licence transfer.

(2) Inspection of the Plan

Plan No.LEGL./03-095 may be inspected during business hours at the Central Plan Office, Land Victoria, Department of Sustainability and Environment, 570 Bourke Street, Melbourne.

Water Act 1989**BULK ENTITLEMENT (EILDON–GOULBURN WEIR) AMENDMENT ORDER 2012**

I, Peter Walsh, as Minister administering the **Water Act 1989** (the Act), make the following Order –

1 Title

This Order is called the Bulk Entitlement (Eildon–Goulburn Weir) Amendment Order 2012.

2 Purpose

The primary purpose of this Order is to amend the Bulk Entitlement (Eildon–Goulburn Weir) Conversion Order 1995 (the Bulk Entitlement Order) to implement Action 4.15 of the Northern Region Sustainable Water Strategy (NRSWS), published in 2009. The relevant changes include: quantifying distribution losses and allocating them progressively; and clarifying dead storage volumes to assist in any future negotiations about its use. In addition, the opportunity is taken to specify the process for making seasonal determinations in the Goulburn System, to increase transparency and certainty for all entitlement holders in the Goulburn System.

A number of other amendments are made to clarify the Bulk Entitlement Order and to ensure consistency with other similar source bulk entitlements. Some minor changes are also made to update terminology and definitions based on recent changes to the Act and to fix drafting errors. The amendments made in this Order do not alter the volume or reliability of any water entitlements in the Goulburn system.

3 Authorising provision

This Order is made in accordance with sections 44 and 47CB of the **Water Act 1989**.

4 Commencement

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

5 Amendment of clause 4 – Definitions

In clause 4 of the Bulk Entitlement Order –

(a) insert the following definitions –

‘**Agreement**’ means the Murray-Darling Basin Agreement as contained in Schedule 1 of the **Water Act 2007** (Commonwealth);

‘**cap model**’ means the water resource allocation computer model used to estimate the Goulburn, Broken and Loddon River Basins diversions under the 1993/94 level of development;

‘**dead storage**’ means water held in the bottom of a storage that is below the elevation of the invert of the lowest constructed outlet;

‘**Goulburn System**’ means –

- (a) Lake Eildon, Goulburn Weir, Waranga Basin, and the associated water supply works and other assets, as shown from time to time in the Asset Register of the Authority as owner of the storage; and
- (b) Goulburn River between Lake Eildon and Goulburn Weir, including the pools formed immediately upstream of Eildon Dam and Goulburn Weir;

‘**Loddon System**’ means the water supply systems supplied from –

- (a) Cairn Curran reservoir,
- (b) Tullaroop reservoir,
- (c) Laanecoorie reservoir,
- (d) the inflows to these storages, and
- (e) the flows harvested by the Loddon River and tributaries downstream of the storages;

‘**maximum delivery volume**’ means the maximum volume of water available for delivery in each irrigation area in the current year which is calculated as the sum of: the allocation to date in the current year; carryover from the previous year; and the net allocation trade that has occurred into the area during the current year;

‘**Passing Flow Account**’ means the account kept in accordance with clause 11 by the Storage Manager to record the water available in the Goulburn System for providing additional passing flows in reaches downstream of Lake Eildon or Goulburn Weir;

‘**Storage Manager**’ means any person appointed by the Minister under section 122ZK of the Act to control and manage the Headworks System, or to do all or any of the functions specified under Part 6C of the Act in the Goulburn System;

‘**useful inflow**’ means that inflow flowing into a reservoir which can be retained and not immediately released;’;

- (b) **delete** the definitions for ‘Goulburn Basin Water Accounts’; ‘Goulburn–Loddon Systems’; ‘Licence’; ‘Storage Operator’; and ‘target filling arrangements’;
- (c) for the definition of ‘Authority’ **substitute** –
‘**Authority**’ means the Goulburn–Murray Rural Water Corporation;’;
- (d) for the definition of ‘entitlement holder’ **substitute** –
‘**entitlement holder**’ means a person holding a bulk entitlement or environmental entitlement under the Act in the Goulburn Basin;’;
- (e) in the definition of ‘McCoy Bridge Gauging Station’ **delete** the words ‘located on the waterway where it is crossed by the Murray Valley Highway’;
- (f) for the definition of ‘other Authority’ **substitute** –
‘**other Authority**’ means a Water Authority other than the Authority or any other person holding a bulk entitlement granted under Division 1, or an environmental entitlement granted under Division 1A, of Part 4 of the Act;’;
- (g) in the definition of ‘regulated releases’, for paragraph (a) **substitute** –
‘(a) comply with additional release arrangements specified in Schedule 5; or’;
- (h) for the definition of ‘Resource Manager’ **substitute** –
‘**Resource Manager**’ means any person appointed by the Minister under section 43A of the Act to be the Resource Manager for the Goulburn Basin;’;
- (i) for the definition of ‘seasonal determination’ **substitute** –
‘**seasonal determination**’ means a determination made under section 64GB of the Act for the Goulburn System in accordance with the methodology detailed in clause 4A and Schedule 8 of this Order;’.

6 Change of reference

For the words ‘Storage Operator’, wherever appearing in the Bulk Entitlement Order, **substitute** ‘Storage Manager’.

7 Amendment of clause 4A– Seasonal Determinations

For clause 4A of the Bulk Entitlement Order **substitute** –

‘4A SEASONAL DETERMINATIONS

4A.1 The authority appointed under section 64GA of the Act (the appointed authority) must make seasonal determinations in the declared Goulburn System in accordance with this clause and Schedule 8 to this Order and giving consideration to any other relevant matter.

4A.2 The Authority must pay to the appointed authority a fair and reasonable proportion of the costs incurred in carrying out its functions under section 64GB of the Act.’.

8 Amendment of clause 6 – Bulk Entitlement

- 8.1 For sub-clause 6.1(a) of the Bulk Entitlement Order **substitute** –
'(a) supply primary entitlements described in Schedule 1, 2, 2A and 3; and'.
- 8.2 In sub-clause 6.1A(b) of the Bulk Entitlement Order, for 'Division 2' **substitute**
'Division 1A'.
- 8.3 After sub-clause 6.1A of the Bulk Entitlement Order insert –
'6.1B For the purposes of sub-clause 6.1, water taken under this bulk entitlement includes water losses that the Authority incurs in supplying primary entitlements, where the losses allowed are detailed in clause 7A.'
- 8.4 Sub-clause 6.2 of the Bulk Entitlement Order is **deleted**.

9 New clause 6A – Limitation on Bulk Entitlement

After sub-clause 6.1B of the Bulk Entitlement Order **insert** –

'6A LIMITATION ON BULK ENTITLEMENT

- 6A.1 If the accumulated differences since the start of 1 July 1997 between the volumes of water diverted each year from the Goulburn, Broken and Loddon River Basins, and the corresponding volumes of water as estimated by the cap model approach the limit specified in Schedule E of the Agreement then:
- (a) the Authority and any other Authority specified in Schedule 2 to this Order, must recommend to the Minister for his or her approval appropriate action to be taken so as to avoid the limit specified in Schedule E of the Agreement being exceeded; and
 - (b) the Authority and any other Authority specified in Schedule 2 to this Order must take such action as approved by the Minister.
- 6A.2 If, at the start of the following year,
- (a) no action is approved and taken under sub-clause 6A.1; and
 - (b) the volume of accumulated over-runs less under-runs equals or exceeds 15% of long-term average annual diversions from the Goulburn, Broken and Loddon River basins,
- then the Authority must propose action in consultation with entitlement holders.
- 6A.3 If the action proposed under sub-clause 6A.2 is not agreed on by all entitlement holders, then the Authority is entitled to take annually from the waterway to supply the primary entitlements, only the volume of water that the Authority and any other Authority specified in Schedule 2 to this Order could have otherwise diverted in that year, less a volume equal to 7% of long-term average annual diversions from the Goulburn System by the Authority subject to this adjusted volume being:
- (i) not more than the volume of the water required for a seasonal determination of 50% of the low-reliability entitlement or such other percentage as may be specified by the Minister; and
 - (ii) not less than the volume of the water required for a seasonal determination of 100% of the high-reliability entitlement as specified in Schedule 1 to this Order.'

10 Amendment of clause 7 – Obligations to supply primary entitlements

- 10.1 In sub-clause 7.1 of the Bulk Entitlement Order, **substitute** the number '2' with '2, 2A'.
- 10.2 Sub-clause 7.1(b) of the Bulk Entitlement Order is **deleted**.

- 10.3 In sub-clause 7.1(c) of the Bulk Entitlement Order, after the words ‘West Loddon’ **insert** ‘, Tungamah’.
- 10.4 For sub-clause 7.1(e) of the Bulk Entitlement Order **substitute** –
‘(e) bulk entitlements granted under Division 1 of Part 4, environmental entitlements granted under Division 1A of Part 4 and agreements made under section 124(7) of the Act –’.
- 10.5 In sub-clause 7.2(b) of the Bulk Entitlement Order, for the words ‘Division 2’ **substitute** ‘Division 1A’.

11 New clause 7A – Loss allowances

After sub-clause 7.2 of the Bulk Entitlement Order **insert** –

‘7A. LOSS ALLOWANCES

- 7A.1 For the purpose of supplying primary entitlements in accordance with clause 7.1, the Authority must comply with the following loss allowances each year:
- (a) the distribution loss provision corresponding to the total diversion in the Goulburn Component of GMID, as specified in Table 5 of Schedule 1; and
 - (b) where the volume specified in sub-clause 7A.1(a) is exceeded in any year, the annual and cumulative headrooms as specified in clause 7A.2 apply; and
 - (c) an annual volume to cover losses incurred outside the Goulburn Component of GMID such as storage losses (evaporation, seepage and spills from storages) and river operating losses (evaporation, seepage and water to provide minimum flows). The Authority must determine an appropriate volume of losses outside of the Goulburn Component of GMID to reserve at the start of each year, based on seasonal conditions and likely system operation, however any unused portion of this reserve must be returned to the general allocation pool at the end of each year or earlier if appropriate.
- 7A.2 The annual distribution loss headroom that is permitted in each year is equal to 20% of the total fixed loss provision in the Goulburn Component of GMID, provided that the 10-year rolling average distribution loss remains at or below the annual loss allowance in the Goulburn Component of GMID, as specified in Table 5 of Schedule 1 and the cumulative headroom allowance is not exceeded. The annual and cumulative headrooms that apply in each irrigation area are specified in Table 6 of Schedule 1.
- 7A.3 The Authority may apply to the Minister to vary the allowances for distribution losses detailed in Schedule 1 based on any new information available from:
- (a) the installation of better metering; or
 - (b) more experience operating the system in years when deliveries are less than the volume of high-reliability entitlements; or
 - (c) more experience operating the system after major modernisation works are completed.
- 7A.4 Where the Authority takes measures to permanently reduce the losses it incurs by supplying primary entitlements under this bulk entitlement, the Authority can apply to the Minister to:
- (a) reduce the volume of loss allowances permitted under sub-clause 7A.1 by the volume of loss savings; and

- (b) notify the Minister of the volume of high and/or low-reliability entitlement which is equivalent to the loss savings made and hence could be issued as new entitlement without increasing total diversions from the Goulburn System.’.

12 Amendment of clause 8 – Transfer of entitlement/Adjustment of Schedules

Clause 8 of the Bulk Entitlement Order is **deleted**.

13 Amendment of clause 9 – Share of capacity

13.1 For sub-clause 9.1(a) of the Bulk Entitlement Order **substitute** –

- ‘(a) Lake Eildon, up to 3 334 158 ML at full supply level of 288.90 metres AHD, subject to Schedule 5; and’.

13.2 In sub-clause 9.1(c) of the Bulk Entitlement Order, for the number ‘432 000’ **substitute** ‘432 362’.

14 New clause 9A – Use of dead storage

After sub-clause 9.4 of the Bulk Entitlement Order **insert** –

“9A USE OF DEAD STORAGE

9A.1 For the purpose of making seasonal determinations in accordance with clause 4A and Schedule 8, the minimum operating level and approximate dead storage volume for each storage is:

- (a) Lake Eildon, 84 244 ML at 237.09 metres AHD; and
- (b) Goulburn Weir, 22 270 ML at 123.94 metres AHD; and
- (c) Waranga Basin, 126 535 ML at 115.00 metres AHD; and
- (d) Greens Lake, 4 570 ML at 97.66 metres AHD.

9A.2 The dead storage level stated for Waranga Basin in clause 9A.1 is reduced to 38 190 ML at 112.50 metres AHD while the seasonal determination for high-reliability entitlements is less than 30% prior to 15 October in any year and the seasonal determination represents the total water allocation available to holders of water shares in the Goulburn System. As the seasonal determinations increase, the allowance for dead storage at Waranga Basin is increased linearly until the seasonal determination for high-reliability entitlements is 37% at which point, the dead storage for Waranga Basin reverts to the level and volume specified in sub-clause 9A.1(c).’.

15 Amendment of clause 10 – Share of flow

For sub-clause 10(e) of the Bulk Entitlement Order substitute –

- ‘(e) use water flowing into the waterway excluding the volume of any return flows to the waterway from an entitlement holder, as notified by the Resource Manager.’.

16 Amendment of clause 11 – Passing Flows

16.1 In sub-clause 11.1 of the Bulk Entitlement Order for the words ‘The Authority’ **substitute** ‘Subject to sub-clause 11.2, the Authority’.

16.2 After sub-clause 11.1 of the Bulk Entitlement Order **insert** –

‘11.2 As a drought response measure, the Water Holder may request the Storage Manager to release a specified daily volume of water from Lake Eildon or Goulburn Weir which is less than the volumes specified in sub-clause 11.1,

11.3 The Storage Manager may agree to a request under sub-clause 11.2 subject to the following conditions:

- (a) the passing flow may not be reduced below the rate required to meet operational commitments during that period; and

- (b) the volume of any agreed reduction in releases must be recorded by the Storage Manager in the Passing Flow Account.
- 11.4 The volume of water recorded in the Passing Flow Account must be made available to the Water Holder on request for release from Lake Eildon or Goulburn Weir at any time, in consultation with the Storage Manager.
- 11.5 The Water Holder must use water available in the Passing Flow Account to deliver flows in the Goulburn system in preference to water available from its other Water Holdings.
- 11.6 At the end of each year, the volume in the Passing Flow Account must be carried over, minus 5% for losses.
- 11.7 Any water in the Passing Flow Account, including any water carried over under sub-clause 11.6, is subject to spill in accordance with clause 5 of Schedule 5.
- 11.8 If the Storage Manager must temporarily reduce passing flows downstream of Lake Eildon or Goulburn Weir for dam safety, maintenance or emergency purposes, the Storage Manager must –
 - (a) have regard to minimising the impacts of the reduction and appropriate timing in consultation with the Water Holder and, if relevant, any other entitlement holder prior to any reduction in passing flows; and,
 - (b) if passing flows are reduced, record the volume of any reduction in the Passing Flow Account.’.

17 Amendment of Clause 12 – Releases

- 17.1 In sub-clause 12.2 of the Bulk Entitlement Order **delete** the words ‘and Goulburn Weir’.
- 17.2 In sub-clause 12.3 of the Bulk Entitlement Order, for the words ‘Goulburn Weir’ **substitute** ‘the Headworks System storages’.
- 17.3 For sub-clause 12.3(d) of the Bulk Entitlement Order **substitute** –
 - ‘(d) the Resource Manager, on the advice of the Water Holder and the Authority, directs the Storage Manager to make additional releases, not exceeding 30 000 ML per year, to maintain water quality in the waterway and the lower Broken Creek in accordance with clause 3 of Schedule 3.’.

18 Amendment to clause 13 – Calculating the flow

In sub-clauses 13(c) and 13(d) of the Bulk Entitlement Order **delete** the words “and certified by the Minister”.

19 Amendment to clause 17 – Reporting requirements

- 19.1 After sub-clause 17.1(d) of the Bulk Entitlement Order **insert** –
 - ‘(da) the annual amount of distribution loss for each irrigation area in the Goulburn Component of GMID, where the distribution loss is calculated as the difference between the volume of diversions from the waterway and deliveries;’.
- 19.2 For sub-clause 17.1(e)(ii) of the Bulk Entitlement Order **substitute** –
 - ‘(ii) other Authorities with a bulk entitlement granted under Division 1 of Part 4 or an environmental entitlement granted under Division 1A of Part 4 of the Act;’.
- 19.3 In sub-clause 17.1(h) of the Bulk Entitlement Order for the words ‘target filling’ **substitute** ‘additional release’.
- 19.4 In sub-clause 17.1(l) of the Bulk Entitlement Order for the words ‘Goulburn Weir’ **substitute** ‘Headworks System storages’.
- 19.5 In sub-clause 17.1(m) of the Bulk Entitlement Order for the words ‘Schedules 1, 3 and 7’ **substitute** ‘Schedules 1, 2A and 3’.

19.6 After sub-clause 17.5 of the Bulk Entitlement Order **insert** –

‘17.6 The Authority must report on any seasonal determination made in accordance with clause 4A and Schedule 8 and make available on its website, at least monthly, a summary of the key data and assumptions used in making these seasonal determinations, including a water balance summary (in a diagram or tabular format).’.

20 Amendment to clause 18 – Resource Management Costs

Sub-clause 18.1(a) of the Bulk Entitlement Order is **deleted**.

21 Amendment to Schedule 1

For Schedule 1 of the Bulk Entitlement Order **substitute** –

‘ Schedule 1

PRIMARY ENTITLEMENTS – WATER SHARES AND DISTRIBUTION LOSSES

Details of primary entitlement in this schedule are sourced from the Victorian Water Register on 24 October 2011 and do not take into account any trade of water shares that may have occurred after this date.

1. Water shares issued in respect of the Goulburn System (trading zones 1A, 1B and 3)

Table 1 High-reliability & low-reliability water shares

Description	Nominal volume (ML)	
	High-reliability	Low-reliability
Shepparton IA (zone 1A)	139,642.4	72,060.6
Central Goulburn IA (zone 1A)	287,631.0	150,510.0
Rochester IA (zone 1A)	137,613.9	71,046.7
Loddon Valley IA (zone 1A & 1B)	148,069.8	87,816.9
Goulburn diverters (zone 1A)	23,611.4	5,458.6
Lower Goulburn diverters (zone 3)	16,359.7	4,161.5
Non Water User	216,301.6	41,371.3
TOTAL	969,229.8	432,425.6

2. Entitlements issued in respect of the Goulburn System (trading zones 1A, 1B and 3) for which there is authority to take from another water system

Table 2 Water Shares issued in respect of the Goulburn System

Description	Nominal volume (ML)	
	High-reliability	Low-reliability
to G-MW diverters in the Murray (zones 6, 6B and 7)	5,804.4	3,738.4
to LMW diverters (zone 7)	19,285.5	2,407.4
TOTAL	25,089.9	6,145.8

Table 3 Entitlements originally issued in respect of the Goulburn System which have been cancelled and issued in respect of another system

Bulk obligation to supply other water systems, arising from legacy exchange rate trade	
From Zone 1A to Victorian Murray (zone 7)	90,617.0
From Zone 1A to South Australia	10,918.0
From Zone 3 to Victorian Murray (zone 7)	4,340.0

4. Distribution loss entitlements applicable for each irrigation area

The distribution loss provisions shown in Table 5 are made up of a fixed loss component (at 0% delivery) and a variable component which varies with deliveries in each irrigation area. The distribution losses in each irrigation area are allocated throughout the year based on the maximum delivery volume in each area as shown in Table 5. The total diversion and loss provision for the Goulburn Component of GMID (the bottom two rows of Table 5) are used to assess compliance at the end of the year once the actual annual volume of diversions and deliveries is known.

Table 5: Distribution loss provision compared to delivery volume within the Goulburn Component of GMID												
Irrigation Area	Type	Loss Provision (GL), for allocation in line with maximum deliverable volume during the season										
		Shepparton (zone 1A)	Delivery:	0.000	17.591	35.182	61.569	87.956	123.138	175.911	211.094	263.867
	Loss:	20.675	24.953	29.230	35.645	42.061	50.615	63.446	69.142	77.686	86.230	91.926
Central Goulburn (zone 1A)	Delivery:	0.000	37.300	74.600	130.550	186.500	261.100	373.001	447.601	559.501	671.401	746.001
	Loss:	49.330	59.199	69.067	83.870	98.674	118.411	148.017	166.164	193.384	220.604	238.751
Rochester & Pyramid-Boort (zone 1A & 1B)	Delivery:	0.000	39.717	79.434	139.009	198.584	278.018	397.169	476.603	595.753	714.904	794.338
	Loss:	52.111	59.099	66.087	76.569	87.050	101.026	121.990	134.905	154.277	173.650	186.565
Loss Provision (GL)		122.116	143.250	164.384	196.084	227.785	270.052	333.453	370.211	425.347	480.484	517.242
Total Diversion (delivery plus loss in GL)		122.116	237.858	353.600	527.213	700.825	932.309	1279.534	1505.508	1844.469	2183.430	2409.404

Note: loss provisions may be allocated at different delivery volumes than shown in Table 5 by linear interpolation.

Table 6: Annual and Cumulative headroom allowances (GL)

Irrigation Area	Fixed Loss	Annual Headroom	Cumulative Headroom
Shepparton (zone 1A)	20.675	4.135	20.793
Central Goulburn (zone 1A)	49.330	9.866	57.328
Rochester & Loddon Valley (zone 1A & 1B)	52.111	10.422	53.434
Total Goulburn Component of GMID	122.116	24.423	131.554

22 Amendment to Schedule 2For Schedule 2 of the Bulk Entitlement Order **substitute** –**‘ Schedule 2****PRIMARY ENTITLEMENTS – BULK ENTITLEMENTS AND ENVIRONMENTAL ENTITLEMENTS HELD BY OTHER AUTHORITIES**

Authority	Bulk Entitlement Order	Entitlement Volume (ML/yr)	Trading Zone
Goulburn Valley Region Water Corporation	Bulk Entitlement (Bonnie Doon) Conversion Order 1995	112	1A
	Bulk Entitlement (Eildon) Conversion Order 1995	471	1A
	Bulk Entitlement (Alexandra) Conversion Order 1995	916	1A
	Bulk Entitlement (Seymour) Conversion Order 1995	5,340	1A
	Bulk Entitlement (Nagambie) Conversion Order 1995	825	1A
	Bulk Entitlement (Mooroopna) Conversion Order 1995	300	3
	Bulk Entitlement (Toolamba) Conversion Order 1995	0	1A
	Bulk Entitlement (Shepparton) Conversion Order 1995	17,970	3
	Bulk Entitlement (Murchison) Conversion Order 1995	350	3
	Bulk Entitlement (Katandra West) Conversion Order 1995	64	1A
	Bulk Entitlement (Dookie) Conversion Order 1995	160	1A
	Bulk Entitlement (Tongala) Conversion Order 1995	1,404	1A
	Bulk Entitlement (Corop) Conversion Order 1995	44	1A
	Bulk Entitlement (Girgarre) Conversion Order 1995	100	1A
	Bulk Entitlement (Kyabram) Conversion Order 1995	2,000	1A
	Bulk Entitlement (Tatura) Conversion Order 1995	2,600	1A
	Bulk Entitlement (Merrigum) Conversion Order 1995	0	1A
	Bulk Entitlement (Rushworth) Conversion Order 1995	530	1A
Bulk Entitlement (Colbinabbin) Conversion Order 1995	89	1A	
Bulk Entitlement (Stanhope) Conversion Order 1995	200	1A	
	Sub-total	33,475	n/a
Coliban Region Water Corporation	Bulk Entitlement (Boort) Conversion Order 1995	425	1B
	Bulk Entitlement (Pyramid Hill) Conversion Order 1995	300	1A
	Bulk Entitlement (Lockington) Conversion Order 1995	130	1A
	Bulk Entitlement (Mitiamo) Conversion Order 1995	60	1A
	Bulk Entitlement (Dingee) Conversion Order 1995	50	1A
	Bulk Entitlement (Rochester) Conversion Order 1995	1,400	1A
	Bulk Entitlement (Macorna) Conversion Order 1995	40	1A
	Bulk Entitlement (Mysia) Conversion Order 1995	15	1B
	Sub-total	2,420	n/a
Grampians Wimmera Mallee Region Water Corporation	Bulk Entitlement (Quambatook-Grampians Wimmera-Mallee Water) Order 2006	100	1B
Total high-reliability urban entitlements		35,995	n/a

Authority	Bulk Entitlement Order / Environmental Entitlement	Entitlement Volume (ML/yr)	Reliability
Water Holder	Bulk Entitlement (Goulburn System – Snowy Environmental Reserve) Order 2004	16,812	high
	Environmental Entitlement (Goulburn System – Living Murray Water) 2007	39,625	high
		156,980	low
	Goulburn River Environmental Entitlement 2010	1,432	high
Total high-reliability entitlements (equivalent to HRWS)		57,869	n/a
Total low-reliability entitlements (equivalent to LRWS)		156,980	n/a

23 New Schedule 2A

After Schedule 2 of the Bulk Entitlement Order **insert** –

‘ Schedule 2A**PRIMARY ENTITLEMENTS – WATERWORKS DISTRICTS****1. Normanville Waterworks District**

Subject to Schedule 4, Normanville Waterworks District is entitled to a maximum volume of 637.6 ML per annum measured at the point of supply from Goulburn–Murray Water’s Boort No. 5 Channel. This volume includes the volume required to supply the Catumnal District, the Bulk Entitlement (Quambatook–Grampians Wimmera–Mallee Water) Order 2006 and 109.1 ML per year for delivery losses.

2. East Loddon Waterworks District

Subject to Schedule 4, East Loddon Waterworks District is entitled to a maximum volume per year, being the average annual supply calculated over the three year period commencing 1 July 2002 for East Loddon Waterworks District.

3. West Loddon Waterworks District

Subject to Schedule 4, West Loddon Waterworks District is entitled to a maximum volume per year, being the average annual supply calculated over the three year period commencing 1 July 2002 for West Loddon Waterworks District.

4. Tungamah Waterworks District

Subject to the same level restrictions that apply to high-reliability entitlements in Schedule 4, Tungamah Waterworks District is entitled to a maximum volume of 1001.0 ML per year, measured at the point of supply from the Authority’s East Goulburn Main Channel. The volume comprises 865.1 ML of water allowances and 135.9 ML for delivery losses.’.

24 Amendment to Schedule 3For Schedule 3 of the Bulk Entitlement Order **substitute** –**‘ Schedule 3****ADDITIONAL SUPPLIES**

No.	Authority/System Supplied	Supply Details
1	Goulburn–Murray Rural Water Corporation – Broken Creek System	Supplementary supplies from the East Goulburn Main Channel up to 40 000 ML each year (during the irrigation season from August to May inclusive).
2	Goulburn–Murray Rural Water Corporation – Loddon System	<p>Supplementary supply to Little Lake Boort to meet any shortfall in supplies from the Loddon System.</p> <ol style="list-style-type: none"> 1. The volume available for the supplementary supply in each year is: <ol style="list-style-type: none"> (a) 300 ML, when the seasonal determination for high-reliability entitlements the Goulburn System in for the previous year is 1% or greater, or (b) 0 ML, when the seasonal determination for high-reliability entitlements the Goulburn System in for the previous year is less than 1%. 2. The supplementary supply is not able to be taken in a subsequent water season under a declaration made by the Minister under section 47DA of the Act, however: <ol style="list-style-type: none"> (a) the volume available for the supplementary supply may used over a two year cycle; and (b) usage over any 2-year period must not exceed 600 ML. 3. The supplementary supply is available at Loddon Weir. 4. The supplementary supply is only available for delivery via the Waranga Western Channel during the months May to September inclusive. 5. The supplementary supply is not able to be traded.

No.	Authority/System Supplied	Supply Details
3	Goulburn–Murray Rural Water Corporation – Goulburn Water Quality Reserve	<p>The Resource Manager, on the advice of the Water Holder and the Authority, may direct the Storage Manager to make additional releases from the Headworks System storages, not exceeding 30 000 ML per year, to maintain water quality in the waterway and the lower Broken Creek, subject to the following rules:</p> <ol style="list-style-type: none"> 1. the water quality reserve may only be released as a contingency measure to improve or maintain water quality for public health or environmental purposes in emergency conditions in the waterway or lower Broken Creek; 2. emergency water quality conditions include, but are not limited to; blackwater events; algal blooms; low dissolved oxygen concentrations; possible fish kill in the waterway; and severe temperature variations; 3. if less than 30 000 ML is required in any year to maintain water quality in accordance with this clause, the unused volume may not be carried over into the following year; 4. if the Resource Manager cannot reach agreement with the Water Holder and Authority on the release of water under this provision, then either party may apply to the Minister to direct the Storage Manager on the release of water to maintain water quality under this provision.
4	Goulburn–Murray Rural Water Corporation – Loddon Environmental Entitlement	Supplementary supplies from the Waranga Western Channel to the Loddon River at Loddon Weir up to 7,490 ML each year when there is no supplement available from the Loddon System to the Goulburn System and there are insufficient unregulated flows in the Loddon River to supply the environmental entitlement on the Loddon River sourced from Wimmera–Mallee Pipeline Project.

25 Amendment to Schedule 4

For Schedule 4 of the Bulk Entitlement Order **substitute** –

Schedule 4

RELIABILITY AND RESTRICTION OF WATER SHARES AND OTHER SUPPLIES

1. High-Reliability Water Shares
 - 1.1. Except as set out in this clause and subject to the Act, the Authority must endeavour to supply high-reliability water shares with 97% reliability, based on historical records. This means that the February seasonal determination for high-reliability water shares should not drop below 100% of entitlement volume, on average, in more than 3 years out of 100 years.
 - 1.2. The Minister may, by reference to an appropriate computer model, modify the level of reliability set out in sub-clause 1.1, where the Minister is satisfied that either –

- a) hydrological conditions have changed since February 1995;
or
 - b) the estimated reliability of supply, based on the irrigation development and operating rules applying at the date of this Order have changed.
- 2. Low-Reliability Water Shares
 - 2.1 The Authority must make any seasonal determinations for low-reliability water shares in accordance with principles –
 - a) proposed to the Minister by the Authority after consultation with entitlement holders; and
 - b) approved by the Minister.
 - 2.2 The Authority must not use a methodology for low-reliability entitlements which, based on historical records, would result in high-reliability entitlement holders not being supplied as provided for in clause 1.1.
- 3. Environmental Water

The reliability of any environmental entitlement included in Schedule 2 is that applicable to the types of supply described in clause 1 or 2 of this Schedule and as specified in Schedule 1 of the Bulk Entitlement (Goulburn System – Snowy Environment Reserve) Order 2004, Schedule 1 of Environmental Entitlement (Goulburn System – Living Murray Water) Order 2007 and Schedule 1 of Goulburn River Environmental Entitlement 2010.
- 4. Supply Restrictions

Where high-reliability entitlement holders cannot be supplied as provided for in clause 1.1 above, the Authority must assess and allocate the water after making provisions to supply –

 - i) subject to (ii) below, other primary entitlements in accordance with the restriction policies set out in the Orders listed in Schedule 2; and
 - ii) the East Loddon, West Loddon and the Normanville Waterworks Districts commitments in accordance with the following restriction formula:

$$\begin{aligned}
 R &= 0.5 * A && \text{if } S \leq 0.5 \\
 &= S * A && \text{if } 0.5 < S < 1.0 \\
 &= A && \text{if } S \geq 1.0
 \end{aligned}$$

Where –

 - R = restricted entitlement (ML) for the East Loddon, West Loddon and Normanville Waterworks District,
 - A = full annual entitlement (ML) for the East Loddon, West Loddon and Waterworks District, as specified in Schedule 2A,
 - S = seasonal determination for high-reliability entitlements specified in Schedule 1 to this Order, expressed as a decimal fraction; and
 - iii) any agreement made under section 124(7) of the Act.’.

26 Amendment to Schedule 5

For Schedule 5 of the Bulk Entitlement Order **substitute** –

‘ Schedule 5

ADDITIONAL RELEASE ARRANGEMENTS AND SPILL RULES FOR LAKE EILDON

- 1. Subject to receiving sufficient inflow, the Storage Manager must operate Lake Eildon from May to October inclusive each year such that it targets filling the storage to capacity by 1 October or 1 November each year assuming inflow conditions of 95% probability of exceedance.

2. The principles the Storage Manager must apply to achieve the objective specified in clause 1 above include, but are not limited to:
 - a. Inflow data should only be included from years with similar catchment wetness to the current season;
 - b. Minimum required releases from Lake Eildon must be taken into account;
 - c. Release arrangements for Lake Eildon must be regularly adjusted as required based on catchment conditions, Bureau of Meteorology forecasts and any other relevant information available to the Storage Manager; and
 - d. Targets will be set based on an average scenario and a wet scenario. Under the average scenario, the aim will be to have the storage full at 1 October in anticipation of irrigation demand from that point on, while under a 'wet' scenario the storage will fill later, by 1 November, acknowledging that when conditions are wet demand is likely to develop later in the season.
3. The Storage Manager must provide a copy of the documented operating procedures for meeting the objective specified in clause 1 above to the Minister upon request.
4. If the Storage Manager makes any releases from Lake Eildon in order to meet the objective specified in clause 1 above (additional releases), the volume of additional releases must be accounted for as a spill from Lake Eildon. The Storage Manager must notify the Resource Manager of the volume of spill from Lake Eildon with five working days of any spill.
5. Whenever Lake Eildon spills, including physical spill or additional releases made in accordance with clauses 1–4 of Schedule 5, the volume of the spill shall be deducted from the following accounts pro rata to the volumes held in these accounts, up to the total volume of water held in these accounts:
 - a. water held in the Passing Flow Account;
 - b. Spillable Water Accounts held in Lake Eildon;
 - c. carryover in the Goulburn Inter-valley Trade Account; and
 - d. the Extended Use Account of the Environmental Entitlement (Goulburn System – Living Murray Initiative) 2007.'.

27 Amendment to Schedule 6

In Schedule 6 of the Bulk Entitlement Order for the words 'Secretary of the Department of Conservation and Natural Resources,' **substitute** 'Water Holder'.

28 Amendment to Schedule 7

Schedule 7 of the Bulk Entitlement Order is **deleted**.

29 New Schedule 8

After Schedule 6 of the Bulk Entitlement Order **insert** –

' Schedule 8

MAKING SEASONAL DETERMINATIONS

- A. Volume stored in Lake Eildon, Waranga Basin and Greens Lake plus the volume held in Goulburn Weir above the minimum operating level.
- B. Plus the volume of useful inflow to Lake Eildon and Goulburn Weir for period of 6 weeks following the allocation assessment date if less than 100% of high-reliability entitlements.
- C. Plus the volume of any supplement available from the Campaspe or Loddon systems. Refer to the Authority's Loddon and Campaspe Bulk Entitlements.
- D. Minus the dead storage of Lake Eildon, Waranga Basin and Greens Lake.
- E. Minus the evaporation and headworks losses from Lake Eildon, Waranga Basin and Greens Lake to the end of May.

- F. Minus the estimated river loss between Lake Eildon and Goulburn Weir.
- G. Minus the remaining passing flow requirement downstream of Goulburn Weir.
- H. Minus any commitment to the entitlement agreement for power generation at Lake Eildon.
- I. Minus the remaining trade commitment to the Murray system.
- J. Minus the volume allocated to high-reliability urban bulk entitlements specified in Schedule 2, under their defined restriction policy (where applicable).
- K. Minus the volume required to meet the additional supplies as specified in Schedule 3.
- L. Minus the volume of any applicable Schedule 6 Additional Passing Flows below Eildon Pondage Weir.
- M. Minus the volume allocated to Waterworks districts and other domestic and stock entitlements specified in Schedule 2A, subject to the applicable restriction policies.
- N. Minus the remaining volume of allocations carried over from commitments.
- O. To give the resource available for allocation to high-reliability entitlements in the first year.**
- P. Minus the volume required to meet Schedules 1 and 2 high-reliability entitlements in the first year, including the remaining distribution losses required to deliver the maximum delivery volume to the end of the season.
- Q. To give the volume in reserve at the end of the first year if at 100% HRWS.**
- R. Plus the extra resource provided by 99% probability of exceedance inflows to Lake Eildon and Goulburn Weir to the end of April in the second year.
- S. Minus the modelled losses and operating commitments during the second year.
- T. Minus the commitment to high-reliability urban bulk entitlements in Schedule 2 in the second year.
- U. Minus the commitment to all high-reliability entitlements including Schedule 1, 2 and 3 entitlements in the second year.
- V. To give the resource available for allocation to low-reliability entitlements in the first year, subject to compliance with clause 6A.**
- W. Minus the volume required to meet all low-reliability entitlements in Schedules 1 and 2.
- X. To give the volume in reserve at the end of the second year (prior to allocations to low-reliability entitlements in the second year)."**

Dated 7 March 2012

PETER WALSH MLA
Minister for Water

Water Act 1989**BULK ENTITLEMENT (BOGONG VILLAGE) REVOCATION ORDER 2012**

I, Peter Walsh, as Minister administering the **Water Act 1989**, by Order revoke the Bulk Entitlement (Bogong Village) Conversion Order 1997.

1. Citation

This Order may be cited as the Bulk Entitlement (Bogong Village) Revocation Order 2012.

2. Empowering Provisions

This Order is made under section 47 of the **Water Act 1989** (the Act) and section 27 of the **Interpretation of Legislation Act 1984**.

3. Commencement

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

4. Preliminary

The Bulk Entitlement (Bogong Village) Conversion Order 1997 (the Bulk Entitlement) came into effect on 10 July 1997 when it was published in the Government Gazette G27. An annual diversion licence (No. 8003049) was granted in 2001 to replace the Bulk Entitlement by Goulburn–Murray Water (as the delegated licensing authority under the Act); however, the Bulk Entitlement was never formally revoked.

5. Purpose

The purpose of this Order is to revoke the Bulk Entitlement (Bogong Village) Conversion Order 1997.

6. Revocation of Bulk Entitlement Order

The Bulk Entitlement (Bogong Village) Conversion Order 1997 is hereby revoked.

Dated 19 February 2012

PETER WALSH MLA
Minister for Water

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

Notice of Approval of Amendment

Amendment C93

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

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

The Amendment replaces the existing Local Planning Policy Framework and Municipal Strategic Statement.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Brimbank Council, Alexandra Avenue, Sunshine.

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

and free of charge, during office hours, at the offices of the Brimbank Council, Old Calder Highway, Keilor.

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

Planning and Environment Act 1987**GREATER BENDIGO PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C109

The Minister for Planning has approved Amendment C109 to the Greater Bendigo Planning Scheme.

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

The Amendment makes a number of changes to the Local Planning Policy Framework, zone and overlay maps and schedules, general provisions and incorporated documents to reflect current ownership, correct errors and implement council's Efficiency Review of the Greater Bendigo Planning Scheme, 2008.

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

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

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

Notice of Approval of Amendment

Amendment C138

The Minister for Planning has approved Amendment C138 to the Brimbank Planning Scheme.

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

The Amendment introduces an Environmental Audit Overlay to 424 Ballarat Road, Sunshine North (Lot 39 of Plan LP42140 Volume 8199 Folio 629) and 439 Ballarat Road, Sunshine (Lot CP154323 Volume 9490 Folio 689).

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection

Planning and Environment Act 1987**GREATER BENDIGO PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C137

The Minister for Planning has approved Amendment C137 to the Greater Bendigo Planning Scheme.

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

The Amendment updates the Local Planning Policy Framework, rezones land, updates various schedules and overlay controls to implement the recommendations of the Strathfieldsaye Township Plan 2009.

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

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

Planning and Environment Act 1987

GREATER SHEPPARTON
PLANNING SCHEME

Notice of Approval of Amendment
Amendment C136 Part 1

The Minister for Planning has approved Amendment C136 Part 1 to the Greater Shepparton Planning Scheme.

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

The Amendment rezones land at 360 River Road, Kialla, from the Farming Zone to the Public Use Zone 3 – Health and Community; amends the Schedule to the Public Use Zone to specify conditions for the future use and development of the land and includes the land in a Development Plan Overlay.

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

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

Planning and Environment Act 1987

MOYNE PLANNING SCHEME

Notice of Approval of Amendment
Amendment C42

The Minister for Planning has approved Amendment C42 to the Moyne Planning Scheme.

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

The Amendment implements the recommendations and strategic directions of the ‘Strategy and Structure Plan for Mailors Flat Township (Final Plan – March 2010)’.

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

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

Planning and Environment Act 1987

SURF COAST PLANNING SCHEME

Notice of Approval of Amendment
Amendment C72

The Minister for Planning has approved Amendment C72 to the Surf Coast Planning Scheme.

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

The Amendment implements the recommendations of the ‘Surf Coast Shire – Gaming Policy Framework 2008’. More specifically the Amendment:

- amends Clause 21.02 Settlement, Built Environment and Heritage in the Municipal Strategic Statement, to provide strategic direction on the location of electronic gaming machines in the Surf Coast Shire;
- inserts a new Clause 22.08 Gaming Policy into the Local Planning Policy Framework;

- includes the ‘Surf Coast Shire – Gaming Policy Framework, 2008’ as a reference document;
- amends Schedule 3 to Clause 52.28 to introduce additional shopping complexes in the Surf Coast Shire where electronic gaming machines will be prohibited.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Surf Coast Shire Council, 1 Merrijig Drive, Torquay.

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

Planning and Environment Act 1987

BAW BAW PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C44 Part 2B

The Baw Baw Shire Council has resolved to abandon Amendment C44 Part 2B to the Baw Baw Planning Scheme.

The Amendment C44 Part 2B proposed to:

- rezone areas of land from Farming Zone to Rural Activity Zone and Rural Conservation Zone;
- introduce Clause 35.06 – Rural Conservation Zone and a schedule to the zone into the Baw Baw Planning Scheme;
- amend and delete a number of Environmental Significance Overlay maps;
- delete Schedule 1 to Clause 42.01 – Environmental Significance Overlay – High Quality Agricultural Land and from the planning scheme maps;
- modify Clause 21.08-1 Local strategies – agriculture and rural land;
- replace the schedule to Clause 61.03 – Maps comprising part of this scheme.

Amendment C44 Part 2B lapsed on 11 January 2012.

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

ORDERS IN COUNCIL**Agricultural and Veterinary Chemicals (Control of Use) Act 1992****CONTAMINATED STOCK ORDER**

Order in Council

The Governor in Council under section 48 of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** makes the following Order:

1. A person must not –
 - (i) sell;
 - (ii) dispatch, except for decontamination purposes or for slaughter (other than for human consumption);
 - (iii) slaughter (except where the carcass is not for human consumption) – any contaminated stock.
2. Paragraph (i) of clause 1 above does not apply if before selling any contaminated stock –
 - (i) the seller has advised the purchaser in writing that the stock is or are contaminated; and
 - (ii) the purchaser has provided the seller with a signed and dated written statement acknowledging receipt of that advice and the purchaser's acceptance of the contaminated stock.
3. Nothing short of the production of the written statement, or a copy thereof, which has been signed and dated in accordance with clause 2 of this Order, will constitute evidence that the requirements of clause 2 are satisfied and that clause 1 of this Order does not apply.
4. The Order made under section 48 of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** on 4 June 1996 and published in Government Gazette G 22 on 6 June 1996 is revoked.

This Order comes into effect on the day of its publication in the Government Gazette.

Dated 20 March 2012

Responsible Minister:

PETER WALSH

Minister for Agriculture and Food Security

MATTHEW McBEATH
Clerk of the Executive Council

Major Transport Projects Facilitation Act 2009
ORDER REQUIRING SURRENDER OF LAND TO THE CROWN
 Order in Council

The Governor in Council under section 134(1)(a) of the **Major Transport Projects Facilitation Act 2009** ('the Act') requires Melbourne Water Corporation, to surrender to the Crown its interest in the land described in the table attached being land within the Regional Rail Link 2 project area.

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

Dated 20 March 2012

Project Minister
 TERRY MULDER MP
 Minister for Public Transport

MATTHEW McBEATH
 Clerk of the Executive Council

Table
Properties to be Surrendered

Parcel No	Survey Plan No	Whole or Part	Property Description
201	SP22217B	Part	VOLUME 9692 FOLIO 231 Lots 1, 2 and 3 on Title Plan 109182X (formerly known as part of Portion H, Section 21 Parish of Tarneit, part of Crown Allotment 1 Section 15, part of Crown Allotment 3 Section 15 Parish of Truganina). Sole Proprietor: MELBOURNE AND METROPOLITAN BOARD OF WORKS OF 100 WELLINGTON PARADE EAST MELBOURNE VIC 3002
221	SP22218B	Part	VOLUME 9692 FOLIO 231 Lots 1, 2 and 3 on Title Plan 109182X (formerly known as part of Portion H, Section 21 Parish of Tarneit, part of Crown Allotment 1 Section 15, part of Crown Allotment 3 Section 15 Parish of Truganina). Sole Proprietor MELBOURNE AND METROPOLITAN BOARD OF WORKS OF 100 WELLINGTON PARADE EAST MELBOURNE VIC 3002
251, 254, 264	SP22219B	Part	VOLUME 9692 FOLIO 231 Lots 1, 2 and 3 on Title Plan 109182X (formerly known as part of Portion H, Section 21 Parish of Tarneit, part of Crown Allotment 1 Section 15, part of Crown Allotment 3 Section 15 Parish of Truganina). Sole Proprietor MELBOURNE AND METROPOLITAN BOARD OF WORKS OF 100 WELLINGTON PARADE EAST MELBOURNE VIC 3002

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

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

19. *Statutory Rule:* Legal Profession
(Practising
Certificate Fees)
Regulations 2012

Authorising Act: Legal Profession
Act 2004

Date first obtainable: 20 March 2012

Code A

PRICING FOR SPECIAL GAZETTE, PERIODICAL GAZETTE AND VICTORIAN LEGISLATION

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

<i>Price Code</i>	<i>No. of Pages (Including cover and blank pages)</i>	<i>Price*</i>	<i>Price Code</i>	<i>No. of Pages (Including cover and blank pages)</i>	<i>Price*</i>
A	1–16	\$3.90	#Z	1407–1470	\$116.50
B	17–32	\$5.85	#ZA	1471–1536	\$122.00
C	33–48	\$8.00	#ZB	1537–1610	\$126.70
D	49–96	\$12.60	#ZC	1611–1666	\$132.00
E	97–144	\$16.25	#ZD	1667–1730	\$137.00
F	145–192	\$19.25	#ZE	1731–1796	\$142.50
G	193–240	\$22.20	#ZF	1797–1860	\$147.65
H	241–288	\$23.60	#ZG	1861–1926	\$152.50
I	289–352	\$26.60	#ZH	1927–1990	\$158.00
J	353–416	\$31.00	#ZI	1991–2056	\$163.00
K	417–480	\$35.40			
L	481–544	\$41.30			
M	545–608	\$47.20			
N	609–672	\$52.20			
O	673–736	\$59.00			
P	737–820	\$65.00			
#Q	821–886	\$70.70			
#R	887–950	\$75.40			
#S	951–1016	\$80.50			
#T	1017–1080	\$85.50			
#U	1081–1146	\$90.65			
#V	1147–1210	\$96.00			
#W	1211–1276	\$101.00			
#X	1277–1340	\$106.45			
#Y	1341–1406	\$111.25			

* All prices include GST

Printed as two volumes

bluestar * **PRINT**

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

© State of Victoria 2012

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

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

How To Order

Mail Order **Victoria Government Gazette**
Level 5, 460 Bourke Street
Melbourne 3000
PO Box 1957 Melbourne 3001
DX 106 Melbourne



Telephone (03) 8523 4601



Fax (03) 9600 0478
email gazette@bluestargroup.com.au



Retail & Mail Sales **Victoria Government Gazette**
Level 5, 460 Bourke Street
Melbourne 3000
PO Box 1957 Melbourne 3001



Telephone (03) 8523 4601



Fax (03) 9600 0478



Retail Sales **Victorian Government Bookshop**
Level 20, 80 Collins Street
Melbourne 3000



Telephone 1300 366 356



Fax (03) 9208 3316

ISSN 0819-5471



9 770819 554353

Recommended Retail Price \$2.00 (includes GST)