



Victoria Government Gazette

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No. G 4 Thursday 29 January 2015

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GENERAL

TABLE OF PROVISIONS

Private Advertisements		Government and Outer Budget Sector	
Estates of Deceased Persons		Agencies Notices	157
Aitken Partners Pty Ltd	151	Orders in Council	195
Basile & Co. Pty Ltd	151	Acts: Crown Land (Reserves);	
Dwyer Mahon & Robertson	151	Major Sporting Events	
Felix Wilson	151	Obtainables	198
Garden & Green	151		
Ian Harvey	152		
Kingston Lawyers Pty Ltd	152		
Lyttletons	152		
Moores	152		
Ralph James Smith	152		
Roberts Beckwith Partners	152		
Roy Morris & Co. Pty Ltd	152		
Sandhurst Trustees Limited	153		
Slater & Gordon	153		
T. J. Mulvany & Co.	153		
Tragear & Harris Lawyers	154		
White Cleland Pty Ltd	154		
Wisewould Mahony	154		
Sales by the Sheriff			
Frank Anthony Calcagno	154		
Peter Heskins	155		
Graeme Noonan	155		
Eian Stuart O'Brian	155		
Steven Anthony Taza	156		
Colin Jeffrey Woodman	156		

Advertisers Please Note

As from 29 January 2015

The last Special Gazette was No. 16 dated 28 January 2015

The last Periodical Gazette was No. 1 dated 18 June 2014.

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
-

PRIVATE ADVERTISEMENTS

Re: ARTHUR RAMSAY STOKES, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 July 2014, are required by the trustee, Peter John Pascoe, to send particulars to him, care of the undersigned solicitors, by 30 March 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: ELLEN KATHARINE WATSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 August 2014, are required by the trustees, Donald Fliegner Watson and Ellen Margaret King, to send particulars to them, care of the undersigned solicitors, by 30 March 2015, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: Estate HENRY ERNEST HANSEN, deceased.

In the estate of HENRY ERNEST HANSEN, late of 6 Rosella Court, Kerang, Victoria, draughtsman, deceased.

Creditors, next-of-kin and all others having claims against the estate of the said deceased are required by Colin Braeme Hansen, the executor of the Will of the said deceased, to send particulars of such claims to him, in care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

BASILE & CO. PTY LTD, legal practitioners,
46 Wellington Street, Kerang, Victoria 3579.

Re: Estate of EMILY GOSNEY, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of EMILY GOSNEY, late of Marina Residential Aged Care, Blackshores Road, Altona North, Victoria, widow, deceased, who died on 3 April 2007, are

to send particulars of their claim to the executrix, care of the undermentioned legal practitioners, by 13 April 2015, after which date the executrix will distribute the assets, having regard only to the claims of which she then has notice.

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

Re: Estate of ELVIE IRIS HICKS, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of ELVIE IRIS HICKS, late of Alcheringa, 2–14 Boree Drive, Swan Hill, Victoria, widow, deceased, who died on 27 September 2014, are to send particulars of their claim to the executrices, care of the undermentioned legal practitioners, by 13 April 2015, after which date the executrices 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.

Re: Estate of the late ROBERT JAMES WILSON, late of 127 Blackburn Road, Blackburn, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 September 2013, are required by the executor, Felix Wilson, to send particulars of their claims to the executor, care of GPO Box 4938, Melbourne, Victoria 3001, by 30 March 2015, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

FELIX WILSON, executor,
GPO Box 4938, Melbourne, Victoria 3001.

Re: Estate EDNA MAY McKENZIE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 November 2014, are required by the trustees, Glenys Marilyn Holby and Donna

Maree McKenzie, to send particulars to them, care of the undersigned, by 31 March 2015, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: JOHN BRUHN SYMONS, late of Perum Umasari No. 14 JI Petitenget Br. Kerobokan, Indonesia, retired film producer, deceased.

Creditors, next-of-kin and others having claim in respect of the estate of the abovenamed deceased, who died on 2 December 2014, are required to send particulars of their claim to the executors of the estate to the address below by a date no later than 60 days from the date of publication of this notice, after which date the executors will distribute the assets, having regard only to the claims of which the executors then have notice.

IAN HARVEY,
PO Box 2824, Bendigo DC, Victoria 3554.

Re: JOAN IRIS WATERWORTH, late of 12 Deauville Street, Beaumaris, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of JOAN IRIS WATERWORTH, deceased, who died on 27 October 2014, are required by the trustee to send particulars of their claim to the undermentioned firm by 5 April 2015, after which date the trustee will convey or distribute assets, having regard only to the claims of which he then has notice.

KINGSTON LAWYERS PTY LTD,
barristers and solicitors,
8 Station Road, Cheltenham, Victoria 3192.

ANITA LOUISE GADENNE, late of 12 Perra Street, Ferntree Gully, Victoria, shop assistant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 February 2008, are required by the administrator to send particulars to her, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the administrator may convey or distribute the assets, having regard only to the claims of which she then has notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley 3172.

Re: ALICE JOYCE CONLIN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 September 2014, are required by the trustee, Equity Trustees Limited, ACN 004 031 298, in the Will called The Equity Trustees Executors and Agency Company Limited, of Level 2, 575 Bourke Street, Melbourne, Victoria, to send particulars to the trustee by 30 March 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

GRAHAM FREDERICK BROWN, late of Bayview Gardens Nursing Home, 90 Annum Road, Bayview, New South Wales, formerly of 47 Benjamin Drive, Lara, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 30 May 2014, are required by the trustee, Helen Louise Di Martino, to send particulars of their claims to the trustee, in the care of the undermentioned legal practitioner, by 30 April 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

Re: EDITH JOYCE STRAW, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 November 2014, are required by the trustee, Warren Martin Straw, to send particulars of such claims to him, in care of the below mentioned lawyers, by 31 March 2015, 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, Mornington, Victoria 3931.

YVONNE MARIE BLAKE, late of 59 Culzean Crescent, Highton, Victoria 3216, health administrator, deceased.

Creditors, next-of-kin and others having claims in respect of the Will of the abovenamed deceased, who died on 30 September 2014, are required by the executor, Deirdre Jane Wilson, care of 26 Pearl Street, Torquay, Victoria 3228, to send particulars of their claims to her by

31 March 2015, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice. Probate was granted in Victoria on 27 November 2014.

Dated 22 January 2015

ROY MORRIS & CO. PTY LTD,
26 Pearl Street, Torquay, Victoria 3228,
PO Box 201, Torquay, Victoria 3228,
Ph: (03) 5261 4707, Fax: (03) 5261 5166.
MB:140714 Contact Megan Blair.

Re: AIMEE YVONNE CLARK, late of Bupa Care Services, 208 Holdsworth Road, Bendigo, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 November 2014, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 31 March 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Re: HENRY JOHN McCAIG, late of Unit 2, 13 Hart Street, Rochester, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 November 2014, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 1 April 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

SANDHURST TRUSTEES LIMITED,
18 View Street, Bendigo 3550.

Creditors, next-of-kin and others having claims in respect of the estate of MURIEL HENDERSON PLEVER, deceased, late of 4 William Street, Newport, widow, who died on 22 September 2014, are requested to send

particulars of their claims to the executor, Norman John Plever, care of the undersigned solicitors, by 3 April 2015, after which date he will convey or distribute the assets, having regard only to the claims of which he then has notice.

SLATER & GORDON, solicitors,
100 Paisley Street, Footscray 3011.

HELEN ROSS DUNCAN, late of Strathdon Community, 9 Jolimont Road, Forest Hill, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 30 March 2014, are required to send particulars of their claims to the executor, David Ross Duncan, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executor will distribute the assets, having regard only to the claims of which he then has notice.

T. J. MULVANY & CO., lawyers,
Suite 5.01, Level 5, 45 William Street,
Melbourne, Victoria 3000.

MAURICE CHARLES McKENNA, late of 52 Newmarket Street, Flemington, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 25 July 2014, are required to send particulars of their claims to the executor, Phillip McKenna, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executor will distribute the assets, having regard only to the claims of which he then has notice.

T. J. MULVANY & CO., lawyers,
Suite 5.01, Level 5, 45 William Street,
Melbourne, Victoria 3000.

MARY TERESA MULVANY, also known as Marie Therese Mulvany, late of Strathdon Community, 13-15 Jolimont Road, Forest Hill, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 12 May 2014, are required to send particulars of their claims to the executor, Timothy John Mulvany, care of the undermentioned solicitors, within 60 days from

the date of publication of this notice, after which date the said executor will distribute the assets, having regard only to the claims of which he then has notice.

T. J. MULVANY & CO., lawyers,
Suite 5.01, Level 5, 45 William Street,
Melbourne, Victoria 3000.

JANET ELIZABETH WENKER, late of 7G/3 Brewer Road, Brighton East, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 3 July 2014, are required to send particulars of their claims to the executors, Richard William Wenker and Christopher James, care of the undermentioned solicitors, within 60 days from the date of publication of this notice, after which date the said executors will distribute the assets, having regard only to the claims of which they then have notice.

T. J. MULVANY & CO., lawyers,
Suite 5.01, Level 5, 45 William Street,
Melbourne, Victoria 3000.

Re: JEAN LONGMUIR, late of 617 Lower Dandenong Road, Dingley, Victoria 3172, retired healthcare nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 December 2014, are required by the executors, Pamela Longmuir and Ira Turner, to send particulars to them, care of the undermentioned solicitors, by 31 March 2015, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: SUSAN GOSTWYCK LARGE, late of 629 Riversdale Road, Camberwell, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 August 2014, are required by the trustee, Richard Vincent Large, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months

from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: JOHN TOMKINS, deceased, late of 6/2 Maben Place, Armadale, Victoria, gentleman.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 July 2014, are required by Equity Trustees Limited of 575 Bourke Street, Melbourne, Victoria, to send particulars to it by 31 March 2015, after which date Equity Trustees Limited may convey or distribute the assets, having regard only to the claims of which it then has notice.

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

ADVERTISEMENT OF AUCTION BY THE SHERIFF

On Thursday 5 March 2015 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Frank Anthony Calcagno of 4 Touhey Avenue, Epping, joint proprietor with Daniela Mary Calcagno of an estate in fee simple in the land described on Certificate of Title Volume 08849 Folio 062, upon which is erected a house and known as 4 Touhey Avenue, Epping, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number R069041X), Registered Mortgage (Dealing Number AB541112Q) and Covenant E056972 affect the said estate and interest.

The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

**ADVERTISEMENT OF AUCTION BY
THE SHERIFF**

On Thursday 5 March 2015 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Peter Heskins of 7 Violet Street, Frankston South, as shown on Certificate of Title as Peter Ian Heskins, joint proprietor with Sharlene Tania Heskins of an estate in fee simple in the land described on Certificate of Title Volume 07386 Folio 058, upon which is erected a dwelling and known as 7 Violet Street, Frankston South, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AH287700J), Registered Caveat (Dealing Number AH889968G), Registered Caveat (Dealing Number AK301910X) and Covenant 1891794 affect the said estate and interest.

The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

**ADVERTISEMENT OF AUCTION BY
THE SHERIFF**

On Thursday 5 March 2015 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Graeme Noonan of 2 Lonsdale Crescent, Cranbourne North, as shown on Certificate of Title as Graeme Alexander Noonan, joint proprietor with Nicole Louise Noonan of an estate in fee simple in the land described on Certificate of Title Volume 09330 Folio 564, upon which is erected a dwelling and known as 2 Lonsdale Crescent, Cranbourne North, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AG963750H) and Registered Caveat (Dealing Number AH430844N) affect the said estate and interest.

The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

**ADVERTISEMENT OF AUCTION BY
THE SHERIFF**

On Thursday 5 March 2015 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Eian Stuart O'Brien of 62 Swanston Street, Terang, as shown on Certificate of Title as Eian Stuart O'Brien, joint proprietor with Karen Denise O'Brien of an estate in fee simple in the land described on Certificate of Title Volume 02895 Folio 990, upon which is erected a house and known as 62 Swanston Street, Terang, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AC061523J) and Registered Mortgage (Dealing Number AE050370C) affect the said estate and interest.

The Sheriff is unable to provide access to this property.

Refer RACV VicRoads Country Directory Edition 7 page 517 reference P9.

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

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY
THE SHERIFF

On Thursday 5 March 2015 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Steven Anthony Taza of Unit 9, 103 Mickleham Road, Tullamarine, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09635 Folio 957, upon which is erected a unit and known as Unit 9, 103 Mickleham Road, Tullamarine, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AC572286V), Registered Caveat (Dealing Number AG148661D), Registered Caveat (Dealing Number AH217589S) and Owners Corporation Plan No. SP022643E affect the said estate and interest.

The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY
THE SHERIFF

On Thursday 5 March 2015 at 1.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Colin Jeffrey Woodman of 16 Cameron Road, Croydon, joint proprietor with Susan Woodman of an estate in fee simple in the land described on Certificate of Title Volume 09168 Folio 473, upon which is erected a house and known as 16 Cameron Road, Croydon, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number H095431) affects the said estate and interest.

The Sheriff is unable to provide access to this property.

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

Please contact Sheriff's Asset Administration Services by email at realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

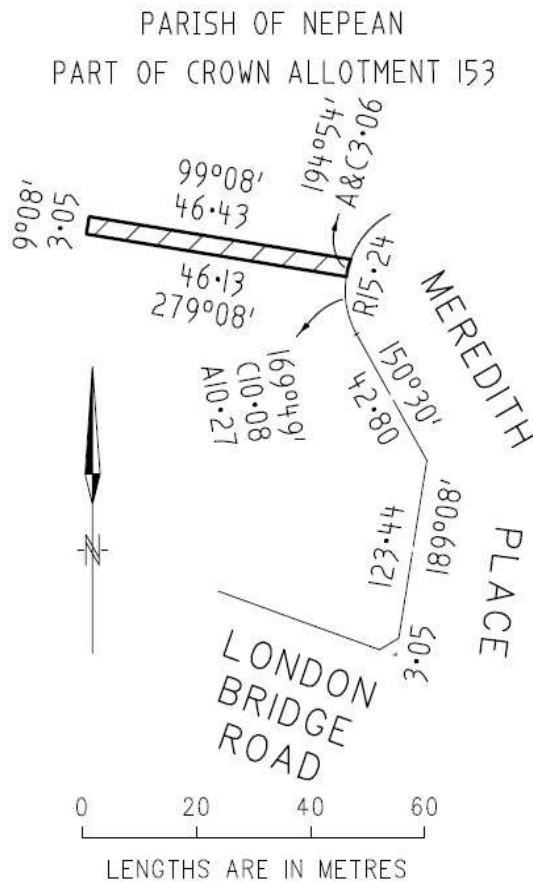


COMMITTED TO A
SUSTAINABLE
PENINSULA

DISCONTINUANCE AND SALE OF SECTION OF ROAD
FORMING PART OF MEREDITH PLACE, PORTSEA

Pursuant to section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Mornington Peninsula Shire Council has formed the opinion that the section of Meredith Place in Portsea, located between Nos 2 and 4 Meredith Place and as shown hatched on the plan below, is not reasonably required as a road for public use.

The Shire has resolved to discontinue the section of road and to sell it by private treaty to the owner of No. 2 Meredith Place, Portsea, for consolidation with the adjoining title.



CARL COWIE
Chief Executive Officer
13-045504

MITCHELL SHIRE COUNCIL

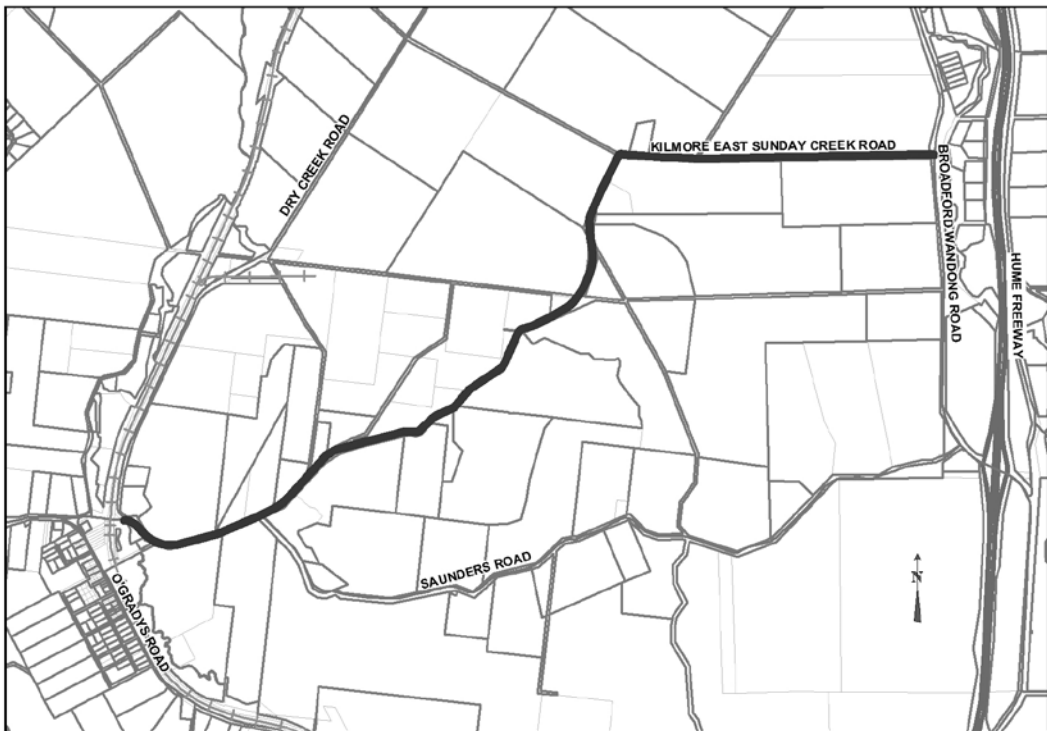


ROAD NAME CHANGE – KILMORE EAST–SUNDAY CREEK ROAD, KILMORE EAST

Pursuant to section 206, Schedule 10 Clause 5(1)(a) of the **Local Government Act 1989**, at the Ordinary Council meeting of 24 November 2014, Mitchell Shire Council resolved to change the name of the road known as Kilmore East–Sunday Creek Road, located in Kilmore East.

The recommended name for the road is Nannys Creek Road.

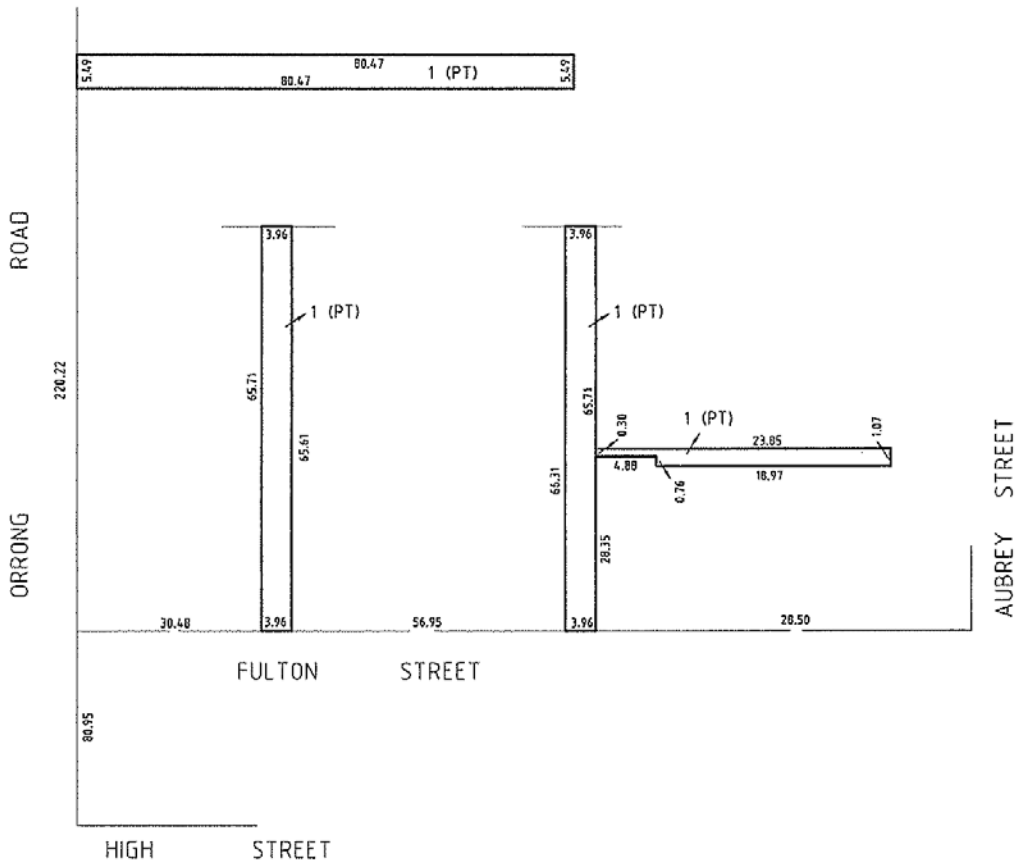
Comments or submissions regarding the proposed name change should be made in writing to Mitchell Shire Council, 113 High Street, Broadford 3658. Comments or submissions close on 5 pm, Tuesday 31 March 2015.



STONNINGTON CITY COUNCIL

Road Discontinuance

By a resolution made on 20 January 2015 and acting under Clause 3 of Schedule 10 to the **Local Government Act 1989**, Stonnington City Council resolved to discontinue the roads within an area known as Toorak Park, Armadale, which are shown as 4 parts of Lot 1 on the plan below.



WARREN ROBERTS
Chief Executive Officer



BOROONDARA
City of Harmony

NOTICE OF INTENTION TO MAKE
THE MEETING PROCEDURE
(ADDITIONAL AMENDMENTS 2014)
LOCAL LAW

Notice is hereby given that Boroondara City Council, at its meeting held on 11 December 2014, resolved to commence the statutory process in accordance with sections 119 and 223 of the **Local Government Act 1989** (the Act) to make the Meeting Procedure (Additional Amendments 2014) Local Law (the Local Law).

The purpose of the Local Law is to amend the Boroondara City Council Meeting Procedure Local Law (2007) to improve the procedures governing the conduct of Council meetings (including Special Council meetings).

The general purport of the Local Law will be to:

- improve compatibility between the Local Law and the Act with respect to the procedures and voting when electing the Mayor; and
- introduce prerequisites for questions submitted to Public Question Time at Council meetings and impose restrictions on the number of questions that a person may submit.

Written submissions about the proposed Local Law are invited. The written submissions will be considered in accordance with section 223 of the Act and should be addressed to the Chief Executive Officer, Boroondara City Council, Private Bag 1, Camberwell, Victoria 3124, or delivered to the Camberwell Office at 8 Inglesby Road, Camberwell. Written submissions must be received at the Council Offices no later than 5 pm on Friday 27 February 2015.

Any person who makes a written submission can ask to be heard by the Council in support of their submission and may be represented by a person (who is specified in their submission) to act on their behalf. The date, time and place of any meeting to hear submissions on the Local Law will be directly notified to those who have asked to be heard.

Please note that Council is required to maintain and make available for public inspection a register of submissions received in accordance with section 223 of the Act during the previous 12 months. Details of submissions received including personal information may also be included within the official Council Agenda and Minutes which are a permanent public document and which may also be made available on Council's website.

Copies of the proposed Local Law and the accompanying Community Impact Statement can be obtained from Council Customer Service Centres or can be viewed on the Council's website at www.boroondara.vic.gov.au

Any person requiring further information should contact the Manager Governance on 9278 4470.

PHILLIP STORER
Chief Executive Officer

MANNINGHAM CITY COUNCIL

Meeting Procedure Law 2015

Council proposes to make the Meeting Procedure Law 2015 to provide a mechanism to facilitate the peace, order and good government of the municipal district; regulate and control the election of Mayor, Deputy Mayor and Council representatives on external bodies; regulate and control the procedures governing the conduct of meetings; regulate and control the use of the Council's seal; and provide for the administration of the Council's powers and functions.

Copies of the proposed Local Law and Community Impact Statement are available from the Civic Offices, 699 Doncaster Road, Doncaster; during office hours, on Council's website at www.manningham.vic.gov.au; or by contacting Kim Tran on 9840 9403.

Any person may make a written submission relating to the proposed Local Law. Council will consider written submissions received by 5.00 pm on Monday 2 March 2015, in accordance with section 223 of the **Local Government Act 1989**. Any person making a submission is entitled to request (in the submission itself) to be heard in support of the submission (either personally or by a person acting on his or her behalf) by appearing before a Committee of Council. The date, time and location of the Submission Hearing will be

provided to submitters requesting to be heard. Submitters should note that all submissions are not confidential and may be made available to the public in full (including any personal information) and incorporated in the minutes of a Council Meeting.

Submissions should be marked 'Meeting Procedure Law 2015 Review' and lodged at the above offices of Council, or sent to Manningham City Council, PO Box 1, Doncaster 3108, or emailed to manningham@manningham.vic.gov.au

JOE CARBONE
Chief Executive Officer

Planning and Environment Act 1987

ARARAT PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C32

The Ararat Rural City Council has prepared Amendment C32 to the Ararat Planning Scheme.

The land affected by the Amendment is in Pomonal, Moyston and the Black Range.

The Amendment implements the key findings of the 'Ararat–Stawell–Halls Gap Triangle Rural Zone Review 2012', a joint project undertaken by the Rural City of Ararat and Northern Grampians Shire Council.

The Amendment will implement the strategic vision for the tourism, agricultural and rural residential development of the Triangle and provide for a consistent approach to the application of rural zones within the Ararat Planning Scheme and the Northern Grampians Planning Scheme.

The Amendment will also implement the key findings from several other strategic studies recently undertaken by Ararat Rural City Council, including the 'Ararat Sustainable Growth Future (Planisphere, 2014)' and 'Defendable Space Planning Implementation Final Report (Terramatrix and Tract Consultants, 2014)'.

The Amendment makes the following changes to the Ararat Planning Scheme:

- Updates MSS Clause 21.03, 21.05 and 21.06
- Rezones land surrounding Black Range from Farming Zone to Rural Conservation Zone
- Rezones heavily vegetated Council-owned land in Moyston from Rural Living Zone to Public Conservation and Resource Zone

- Rezones the Moyston Cemetery from Farming Zone to Public Use Zone 5
- Rezones land in Pomonal West, adjoining the Public Conservation and Resource Zone, from Farming Zone and Rural Living Zone to Rural Conservation Zone
- Rezones land within the core of Pomonal from Rural Living Zone to Township Zone and applies the Design and Development Overlay
- Rezones land to the north-east of Pomonal from Farming Zone to Rural Activity Zone.

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, Ararat Rural City, corner High and Vincent Streets, Ararat; Pomonal General Store, Pomonal; and at the Department of Environment, Land, Water and Planning website, www.dtpli.vic.gov.au/publicinspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 3 March 2015. A submission must be sent to Joel Hastings, Manager Planning & Development, Ararat Rural City Council, PO Box 246, Ararat 3377.

ANDREW EVANS
Chief Executive Officer

Planning and Environment Act 1987

BENALLA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C33

The Benalla Rural City Council has prepared Amendment C33 to the Benalla Planning Scheme.

The land affected by the Amendment is 48 Four Mile Road, Benalla (Lot 1 TP555039).

The Amendment proposes to rezone the land from Farming Zone to General Residential Zone (Schedule 1).

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, Benalla Rural City Council, at 1 Bridge Street East, Benalla; and at the Department of Environment, Land, Water and Planning website, www.dtpli.vic.gov.au/publicinspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 3 March 2015. A submission must be sent to the Benalla Rural City Council, PO Box 227, Benalla, Victoria 3671.

TONY McILROY
Chief Executive Officer
Benalla Rural City Council

Planning and Environment Act 1987
BOROONDARA PLANNING SCHEME

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

Planning and Environment Act 1987
Amendment C209

Planning Permit Application PP14/01066

The land affected by the Amendment is known as 5 Rossfield Avenue, Kew (Lot 2 on Plan of Subdivision 008572, now part of 231 Barkers Road, Kew) and 7 Rossfield Avenue, Kew (Lot 1 on Title Plan 097826N).

The land affected by the application is 7 Rossfield Avenue, Kew.

The Amendment proposes to vary the restrictive covenant (Covenants in Instruments of Transfer No. 1315871 and No. 1323822) that applies to the subject sites as specified below (the additional words are in bold print):

‘... will not erect any buildings ... other than **either** one dwelling house only with such out-buildings as are customarily used in connection with a dwelling house **or an education centre/childcare centre AND will only use the land either for residential purposes or for education centre/childcare centre** and ALSO ... shall not at any time hereafter carry on quarrying operations of the said land or excavate carry away or remove any stone gravel or sand from said land ...’

The application is for a permit to use land at 7 Rossfield Avenue, Kew, for the purposes of an education centre/childcare centre; undertake buildings and works associated with the use of the land; and a reduction in the car parking requirements associated with the use of the land.

The person or organisation who requested the Amendment is Methodist Ladies' College.

The applicant for the permit is Methodist Ladies' College.

You may inspect the Amendment, the explanatory report about the Amendment, the application, and any documents that support the Amendment and the application, including the proposed permit, free of charge, at the following locations: during office hours, at the office of the planning authority, Boroondara City Council, Planning Counter, Level 1, 8 Inglesby Road, Camberwell; during office hours, at Methodist Ladies' College, 207 Barkers Road, Kew; at the City of Boroondara website, www.boroondara.vic.gov.au/C209; or at the Department of Environment, Land, Water and Planning website, www.dtpli.vic.gov.au/publicinspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 6 March 2015. A submission must be sent to Amendment C209, Strategic Planning Department, Boroondara City Council, Private Bag 1, Camberwell, Victoria 3124.

PHILLIP STORER
Chief Executive Officer
Boroondara City Council

Planning and Environment Act 1987

CAMPASPE PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C101

The Campaspe Shire Council has prepared Amendment C101 to the Campaspe Planning Scheme.

The land affected by the Amendment includes various parcels of public and privately owned land within the Shire of Campaspe identified in the 'Shire of Campaspe Heritage Review 2014' and its related studies.

The Amendment proposes to:

- implement the recommendations of the Shire of Campaspe Heritage Review 2014 (and related studies) by applying the Heritage Overlay to the precincts and individual places identified within;
- correct a number of mapping anomalies within the existing Heritage Overlay mapping;
- update the existing planning scheme Heritage Overlay mapping and insert new mapping to reflect the above (and amend the schedule to Clause 61.03 to reflect this);
- update the Local Planning Policy Framework to include new further strategic work required in the MSS, to reference two new documents (being the 'Campaspe Shire (Gaps) Heritage Study' and the 'Shire of Campaspe Heritage Review 2014') as well as updating the reference to the Burra Charter to the latest version of that document;

- update the local policy for heritage (Clause 22.02) to apply to the new heritage precincts and individual places included in the Amendment;
- replace the schedule to the Heritage Overlay at Clause 43.01 with a new schedule to:
 - introduce 6 additional heritage precincts being Tongala Commercial Precinct, Tongala Residential Precinct, Kyabram Commercial Precinct, Kyabram Union Street Precinct, Lockington Precinct, East Echuca Precinct;
 - amend 6 existing heritage precincts being Old Echuca Township Precinct, Echuca North Residential Precinct, Echuca Central Precinct, Echuca Central Residential Precinct, Rochester Precinct and Rushworth Precinct; and
 - apply the Heritage Overlay to 101 additional individually identified heritage places;
- amend and update the 'Shire of Campaspe Heritage Precincts Incorporated Plan' listed as an incorporated document in the schedule to Clause 81.01; and
- introduce the 'Burnewang House Incorporated Plan September 2014' to the Schedule to Clause 81.01.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, during office hours, at the office of the planning authority, Shire of Campaspe offices, corner Heygarth and Hare Streets, Echuca; Shire of Campaspe Service Centres in Rochester, Tongala, Kyabram, Rushworth; Council's website, www.campaspe.vic.gov.au; and Department of Environment, Land, Water and Planning website, www.dtpli.vic.gov.au/publicinspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 2 April 2015. A submission must be sent to Strategic Land Use Planner, Keith Longridge, Campaspe Shire Council, PO Box 35, Echuca 3564 (email: strategy@campaspe.vic.gov.au).

KEITH OBERIN
Acting Chief Executive Officer

Planning and Environment Act 1987
EAST GIPPSLAND PLANNING SCHEME
Notice of Preparation of Amendment
Amendment C124

East Gippsland Shire has prepared Amendment C124 to the East Gippsland Planning Scheme.

The Amendment affects the eastern portion of the land at 5 Roadknight Street, Lakes Entrance, containing a disused former police residence. The Amendment proposes to rezone the land from the Public Use Zone 7 to the General Residential Zone 1.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, during office hours, at the following offices of East Gippsland Shire Council: 273 Main Street, Bairnsdale; 18 Mechanics Street, Lakes Entrance; 179 Day Avenue, Omeo; 1 Ruskin Street, Orbost; 55 The Esplanade, Paynesville; 18 Dowling Street, Bendoc; Buchan Neighbourhood House, 6 Centre Road, Buchan; Cann River Community Centre, Princes Highway, Cann River; and 70 Maurice Avenue, Mallacoota.

You may also inspect the Amendment online at the Department of Environment, Land, Water and Planning website, www.dtpli.vic.gov.au/publicinspection

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

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

held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 28 February 2015. A submission must be sent to Fiona Weigall, Manager of Strategic Planning at East Gippsland Shire Council, PO Box 1618, Bairnsdale, Victoria 3875. Alternatively submissions may be lodged by email to feedback@egipps.vic.gov.au. Please include the words 'Attention Strategic Planning Manager – Submission for Amendment C124' in the title.

If you have any queries regarding this matter please contact Geoff Alexander, Strategic Planner for East Gippsland Shire, by email at geoffal@egipps.vic.gov.au or by telephone on 03 5153 9660.

FIONA WEIGALL
Manager Strategic Planning

Planning and Environment Act 1987
GANNAWARRA PLANNING SCHEME
Notice of Preparation of Amendment
Amendment C39

The Gannawarra Shire Council has prepared Amendment C39 to the Gannawarra Planning Scheme.

The land affected by the Amendment is all land covered by the Floodway Overlay (FO or RFO) within the Shire of Gannawarra.

The Amendment proposes to replace the existing Schedule to the RFO with a new Schedule to the RFO.

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, Gannawarra Shire Council, Patchell Plaza, 47 Victoria Street, Kerang, or 23 King Edward Street, Cohuna; or at the Department of Environment, Land, Water and Planning website, www.dtpli.vic.gov.au/publicinspection

Any person who may be affected by the Amendment may make a submission to the planning authority. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which

the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 2 March 2015. A submission must be sent to the Manager Planning, Gannawarra Shire Council, PO Box 287, Kerang 3579.

JASON RUSSELL
Chief Executive Officer
Gannawarra Shire Council

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 2 March 2015. A submission must be sent to the Golden Plains Shire, PO Box 111, Bannockburn 3331.

ROD NICHOLLS
Chief Executive Officer

Planning and Environment Act 1987

GOLDEN PLAINS PLANNING SCHEME

Notice of Preparation of Amendment Amendment C71

The Golden Plains Shire Council has prepared Amendment C71 to the Golden Plains Planning Scheme.

The land affected by the Amendment is the Napoleons locality.

The Amendment proposes to make changes to the Local Planning Policy Framework of the Golden Plains Planning Scheme. Specifically the Amendment replaces the Napoleons Structure Plan 1997 with the Napoleons Structure Plan 2014 at Clause 21.02.

The Amendment also inserts the Napoleons Structure Plan 2014 as a reference document in Clause 21.03.

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, Golden Plains Shire Customer Service Centres, 2 Pope Street, Bannockburn, and 68 Sussex Street, Linton; and at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/publicinspection

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

Planning and Environment Act 1987

HUME PLANNING SCHEME

Notice of Preparation of Amendment Amendment C168

The Hume City Council has prepared Amendment C168 to the Hume Planning Scheme.

The land affected by the Amendment is 100 Vineyard Road, Sunbury (Lot C PS716023W, Volume 11473, Folio 416).

The Amendment proposes to rezone land from General Residential 1 to Commercial 1 and amend Schedule 9 to the Development Plan Overlay.

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, Hume City Council, at: 1079 Pascoe Vale Road, Broadmeadows; 40 Macedon Street, Sunbury 3429; and at the Department of Environment, Land, Water and Planning website, www.dtpli.vic.gov.au/publicinspection

Any person who may be affected by the Amendment may make a submission to the planning authority. Submissions must be made in writing giving the submitter's name and contact address, clearly stating the grounds on which

the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 24 February 2015. A submission must be sent to the Hume City Council, PO Box 119, Dallas 3047.

DOMENIC ISOLA
Chief Executive Officer

Planning and Environment Act 1987

NORTHERN GRAMPPIANS PLANNING SCHEME

Notice of Preparation of Amendment Amendment C44

The Northern Grampians Shire Council has prepared Amendment C44 to the Northern Grampians Planning Scheme.

The land affected by the Amendment is Halls Gap, Halls Gap East and Great Western.

The Amendment proposes to implement the key findings of the 'Ararat–Stawell–Halls Gap Triangle Rural Zone Review 2012', which is a joint project undertaken by the Rural City of Ararat and the Northern Grampians Shire Council.

The Amendment will implement the strategic vision for the tourism, agricultural and rural residential development of the Triangle and provide for a consistent approach to the application of rural zones within the Northern Grampians Planning Scheme and the Ararat Planning Scheme.

The Amendment makes the following changes to the Northern Grampians Planning Scheme:

- updates MSS Clauses 21.05 and 21.07;
- updates Clause 22.04;
- rezones the Great Western Racecourse from Rural Living Zone to Public Park and Recreation Zone;

- rezones steep rural residential land adjoining the Grampians National Park in Halls Gap and parts of the Valley Floor from Farming Zone to Rural Conservation Zone;
- amends the Schedule to the Farming Zone to remove Figure 1 and references to Figure 1;
- rezones land in the Valley Drive, Halls Gap from Farming Zone to Rural Activity Zone Schedule 1, with a minimum subdivision lot size of 2 hectares, and applies the Development Plan Overlay, Schedule 7; and
- rezones land east of Halls Gap from Rural Living Zone to Rural Activity Zone, Schedule 2 and 3 and applies a minimum subdivision lot size of 8 hectares and 20 hectares respectively.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Northern Grampians Shire Council, 63–65 Main Street, Stawell, Visitor Information Centre, 117–119 Grampians Road, Halls Gap; and at the Department of Environment, Land, Water and Planning website, www.dtpli.vic.gov.au/publicinspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is 3 March 2015. A submission must be sent to the Manager Environment and Regulatory Services, Northern Grampians Shire Council, PO Box 580, Stawell, Victoria 3380.

JUSTINE LINLEY
Chief Executive Officer

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
 Notice of Preparation of Amendment
 Amendment C169

The Whitehorse City Council has prepared Amendment C169 to the Whitehorse Planning Scheme.

The land affected by the Amendment is 730 Canterbury Road, Surrey Hills (corner Harding Street). It is currently occupied by a relay station comprising a telecommunications tower and ancillary building.

The Amendment proposes to apply a permanent heritage overlay to the property.

You may inspect the Amendment, the explanatory report about the Amendment, and supporting documents, free of charge, at the following locations: during office hours, at Whitehorse City Council Planning Department counter, Nunawading Civic Centre, 379–397 Whitehorse Road, Nunawading; during opening hours at the Service Centres in Box Hill Town Hall and Forest Hill Chase shopping centre; during opening hours at libraries in the City of Whitehorse – Blackburn, Box Hill, Nunawading and Vermont South; City of Whitehorse webpage – www.whitehorse.vic.gov.au/amendment-c169.html; and Department of Environment, Land, Water and Planning website – www.dtpli.vic.gov.au/planning/planning-schemes

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submissions made.

The closing date for submissions is Friday 27 February 2015. A submission must be sent to: Pamela Neivandt, Senior Strategic Planner, City of Whitehorse, Locked Bag 2, Nunawading Delivery Centre, Victoria 3131.

JEFF GREEN
 General Manager City Development
 Whitehorse City Council

PRIVACY STATEMENT

Any personal information you may include in any submission to Council on the Amendment is collected for planning purposes in accordance with the **Planning and Environment Act 1987**. The public may view the submissions whilst the Amendment is being considered. In accordance with the 'Improving Access to Planning Documents' Practice Note dated December 1999, a copy of your submission may be made available upon request. If you fail to provide this information your comments may not be considered. You may access this information by contacting Council on 9262 6303.

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 1 April 2015, 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.

BATES, Helen Louise, late of 37 South Street, Preston, Victoria, retired, deceased, who died on 16 September 2014.

HAGEN, Johannes Hendrikus, late of Kirralee Aged Care, 207 Richards Street, Ballarat, Victoria, deceased, who died on 8 August 2014.

KNIGHT, Joyce Beryl, late of Mordialloc Community Nursing Home, 10 Brindisi Street, Mentone, Victoria, retired, deceased, who died on 8 November 2014.

McKEE, Lindsay James, late of Flat 70, 63 Hanmer Street, Williamstown, Victoria, deceased, who died on 5 September 2014.

MILLARD, Frank James, late of 9 Charles Street, Newcomb, Victoria, deceased, who died on 14 September 2014.

POOLE, Walter Thomas, late of Parkdale Aged Care, 43–45 Herbert Street, Parkdale, Victoria, retired, deceased, who died on 4 November 2014.

Dated 21 January 2015

STEWART MacLEOD
 Manager

Adoption Act 1984

Under the functions and powers assigned to me by the Secretary to the Department of Health and Human Services under section 10(2) of the **Community Services Act 1970** in relation to section 5 of the **Adoption Act 1984**:

I, Denise Harrison, approve the following person under section 5(1) and section 5(1)(b) of the **Adoption Act 1984** as approved counsellor for the purposes of sections 35 and 87 of the **Adoption Act 1984**.

Carmel Hussey

Dated 9 January 2015

DENISE HARRISON
Acting Director, Child Protection
South Division

Adoption Act 1984

Under the functions and powers assigned to me by the Secretary, Department of Health and Human Services under section 10(2) of the **Community Services Act 1970** in relation to section 5 of the **Adoption Act 1984**:

I, Leeanne Miller, approve the following person under section 5(1) and section 5(2) of the **Adoption Act 1984** as approved counsellor for the purposes of section 35 of the **Adoption Act 1984**.

Ms Michelle Phan
CatholicCare
3 Wingfield Street
Footscray, Victoria 3011

LEEANNE MILLER
Director Child Protection
West Division

Cemeteries and Crematoria Act 2003

SECTION 41(1)

Notice of Approval of Cemetery Trust
Fees and Charges

I, Bryan Crampton, as Delegate of the Secretary to the Department of Health for the purposes of section 40(2) of the **Cemeteries and Crematoria Act 2003**, give notice that I have approved the scales of fees and charges fixed by the following cemetery trusts. The

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

The Bruthen Cemetery Trust

Dated 21 January 2015

BRYAN CRAMPTON
Manager
Cemeteries and Crematoria Regulation Unit

Education and Training Reform Act 2006EDUCATION AND TRAINING REFORM
REGULATIONS 2007

Notice of Closing Dates for Application
for Registration of a School Intending to
Commence Operation in 2016

Regulation 55(1)(b) of the Education and Training Reform Regulations 2007 requires the Victorian Registration and Qualifications Authority to publish a notice in the Government Gazette of any closing date later than 31 March for applications to register a school in the year preceding the year in which the school intends to commence operation.

The Authority has determined that an application, under section 4.3.1(4) of the **Education and Training Reform Act 2006**, for registration of a school intending to commence operations in 2016 must be made no later than 30 June 2015.

The Authority has provided for two closing dates for lodgement of applications during the year. The dates are 31 March 2015 and 30 June 2015.

Dated 20 January 2015

CHRIS INGHAM
Acting Director
Victorian Registration and
Qualifications Authority

Education and Training Reform Act 2006EDUCATION AND TRAINING REFORM
REGULATIONS 2007

Notice of Closing Dates for Application for a
Registered School Intending to Amend their
Registration in 2016

Regulation 59 of the Education and Training Reform Regulations 2007 requires the Victorian Registration and Qualifications Authority to publish a notice in the Government Gazette of any closing date later than 31 March for applications to amend registration of a registered

school in the year preceding the year in which the school intends to commence the change to the school that is the subject of the application to amend its registration.

The Authority has determined that an application, under section 4.3.1(4) of the **Education and Training Reform Act 2006**, for a registered school intending to amend its registration in 2016 must be made no later than 30 June 2015.

The Authority has provided for two closing dates for lodgement of applications during the year. The dates are 31 March 2015 and 30 June 2015.

Dated 20 January 2015

CHRIS INGHAM
Acting Director
Victorian Registration and
Qualifications Authority

Electoral Act 2002

CHANGE TO REGISTER OF POLITICAL PARTIES

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

Name of registered political party: People Power Victoria – No Smart Meters.

New registered officer: Mr Greg Jones.

New address: 16 Emery Drive, Dingley Village 3172.

Dated 23 January 2015

WARWICK GATELY, AM
Victorian Electoral Commission

Electricity Industry Act 2000

NOTICE OF REVOCATION OF ELECTRICITY GENERATION LICENCE

The Essential Services Commission issued electricity generation licence EG-01/2002 to Laverton North Power Pty Ltd (ABN 91 094 248 156) (Laverton PL) on 2 October 2002.

The licence is revoked by agreement between the Essential Services Commission and Laverton PL in accordance with section 29(3) of the **Electricity Industry Act 2000** and the terms of the licence. The licence revocation is effective from 21 January 2015.

DR RON BEN-DAVID
Chairperson

Food Act 1984

REGISTRATION OF A FOOD SAFETY PROGRAM TEMPLATE

I, Dr Milena Canil, as delegate of the Secretary to the Department of Health and Human Services, under section 19DB of the **Food Act 1984** (the Act) –

1. state that the template entitled **Brumby's Food Safety Program template December 2014 Version 1** (the template) is registered for use; and
2. specify that this template is suitable for use by food businesses trading as **Brumby's** carried out at, on or from class 2 food premises.

In this instrument –

'**class 2 food premises**' means food premises declared to be class 2 food premises under section 19C of the Act.

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

Dated 16 January 2015

DR MILENA CANIL
Senior Manager
Food Safety

Food Act 1984

REGISTRATION OF A FOOD SAFETY PROGRAM TEMPLATE

I, Dr Milena Canil, as delegate of the Secretary to the Department of Health and Human Services, under section 19DB of the **Food Act 1984** (the Act) –

1. state that the template entitled **Michel's Patisserie Food Safety Program template December 2014 Version 1** (the template) is registered for use; and
2. specify that this template is suitable for use by food businesses trading as **Michel's Patisserie** carried out at, on or from class 2 food premises.

In this instrument –

'**class 2 food premises**' means food premises declared to be class 2 food premises under section 19C of the Act.

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

Dated 16 January 2015

DR MILENA CANIL
Senior Manager
Food Safety

Electricity Industry Act 2000

PEOPLE ENERGY PTY LTD ABN 20 159 727 401

Deemed and Standing Terms and Conditions to residential and small business customers pursuant to section 35 and 39 of the **Electricity Industry Act 2000** effective 1 March 2015 until such time as the terms and conditions are varied

PREAMBLE

This agreement is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this agreement, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the Energy Retail Code ('the Code') sets out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

More information about this agreement and other matters is on our website, www.peopleenergy.com.au

1. THE PARTIES

This agreement is between:

People Energy Pty Ltd ACN 159 727 401 who sells energy to you at your premises (in this agreement referred to as 'we', 'our' or 'us'); and

You, the customer to whom this agreement applies (in this agreement referred to as 'you' or 'your').

2. DEFINITIONS AND INTERPRETATION

(a) Terms used in this agreement have the same meanings as they have in the Code. However for ease of reference, a simplified explanation of some terms is given at the end of this agreement.

(b) Where the simplified explanations given at the end of this agreement differ from the definitions in the Code, the definitions in the Code prevail.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?**3.1 These are our terms and conditions**

This agreement sets out the terms and conditions for a standard retail contract for a small customer under the Code.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a small customer; and
- (b) you request us to sell energy to you at your premises; and
- (c) you are not being sold energy for the premises under a market retail contract.

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

This agreement starts on the date you satisfy any pre-conditions set out in the Code, including giving us acceptable identification and your contact details for billing purposes.

4.2 When does this agreement end?

- (a) This agreement ends:
 - (i) if you give us a notice stating you wish to end the agreement – subject to paragraph(b), on a date advised by us of which we will give you at least 5 but no more than 20 business days notice; or

- (ii) if you are no longer a small customer:
 - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days notice; or
 - (B) if you have not told us of a change in the use of your energy – from the time of the change in use; or
 - (iii) if we both agree to a date to end the agreement – on the date that is agreed; or
 - (iv) if you start to buy energy for the premises from us or a different retailer under a new customer retail contract – on the date after the expiry of the cooling off period for that new customer retail contract; or
 - (v) if a different customer starts to buy energy for the premises – on the date that customer’s contract starts; or
 - (vi) if the premises are disconnected and you have not met the requirements in the Code for reconnection – 10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this agreement will not end under paragraph(a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
 - (c) Rights and obligations accrued before the end of this agreement continue despite the end of the agreement, including any obligations to pay amounts to us.

4.3 Vacating your premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this agreement.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises:
 - (i) until the later of the date 3 business days after you gave us notice under clause 4.2(a) or the date you actually vacate the premises;
 - (ii) where you demonstrate to us that you were evicted or otherwise forced to vacate the premises, until the date you gave us notice of this occurring; or
 - (iii) otherwise, until the date your agreement ends in accordance with clause 4.2 of this agreement.

5. SCOPE OF THIS AGREEMENT

5.1 What is covered by this agreement?

- (a) Under this agreement we agree to sell you energy at your premises. We also agree to meet other obligations set out in this agreement and to comply with the energy laws.
- (b) In return, you agree:
 - (i) to be responsible for charges for energy supplied to the premises until this agreement ends under clause 4.2 even if you vacate the premises earlier; and
 - (ii) to pay the amounts billed by us under this agreement; and
 - (iii) to meet your obligations under this agreement and the energy laws.

5.2 What is not covered by this agreement?

This agreement does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises).

6.3 Life support equipment

(a) If a person living at your premises requires life support equipment, you must register the premises with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.

(b) You must tell us if the life support equipment is no longer required at the premises.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

7. OUR LIABILITY

(a) The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this agreement.

(c) Unless we have acted in bad faith or negligently, the National Electricity Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

8. PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

(a) Our tariffs and charges for the sale of energy to you under this agreement are our standing offer prices. These are published on our website and include your distributor's charges.

(b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note:

We do not impose any charges for the termination of this agreement.

8.2 Changes to tariffs and charges

(a) If we vary our standing offer prices, we will publish the variation in the Victoria Government Gazette, a newspaper and on our website at least 10 business days before it starts. We will also include details with your next bill if the variation affects you.

(b) Our standing offer prices will not be varied more often than once every 6 months.

8.3 Variation of tariff due to change of use

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

- (a) if you notify us there has been a change of use – from the date of notification; or
- (b) if you have not notified us of the change of use – retrospectively from the date the change of use occurred.

This clause does not limit the obligations we have concerning variations to our standing offer prices contained in the energy laws.

8.4 Variation of tariff or type of tariff on request

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
 - (i) transfer you to that other tariff within 10 business days; or
 - (ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

8.5 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.6 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this agreement may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this agreement is payment for a ‘taxable supply’ as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

9. BILLING**9.1 General**

We will send a bill to you as soon as possible after the end of each billing cycle. A billing cycle will be not less than 3 months, unless you have given us your explicit informed consent to a shorter billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

Where you ask us to bill you more frequently than every 3 months or where you ask for a paper bill to be delivered by post, we may require you to pay an additional charge for doing so.

9.2 Calculating the bill

Bills we send to you (‘your bills’) will contain all the information required by the Code and will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Code); and
- (b) the amount of fees and charges for any other services provided under this agreement during the billing cycle; and

- (c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

9.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent. We must obtain your 'explicit informed consent' (as defined in the Code) to base your bill on an estimate, unless the meter cannot be read or the metering data is not obtained.
- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12-monthly estimate of your energy consumption.

10. PAYING YOUR BILL

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the 'pay-by date') on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further pay-by date for payment which will be not less than 20 business days after we initially issued your bill.

10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or if you have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the Code if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

11. METERS

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

12. UNDERCHARGING AND OVERCHARGING**12.1 Undercharging**

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (i) we will not charge interest on the undercharged amount; and
 - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

- (a) Where you have been overcharged by \$50 or less, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by more than \$50, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. If the meter test indicates that the meter is operating in accordance with the energy law requirements for meters, you must pay the cost of the test and the unpaid amount of your bills and we will send you a bill for these amounts.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

13. SECURITY DEPOSITS**13.1 Security deposit**

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Code.

13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Code.

13.3 Use of a security deposit

- (a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this agreement:
 - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises, once you no longer have a right of reconnection under clause 15(a); or
 - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you and repay the balance of your security deposit to you within 10 business days.

13.4 Return of security deposit

- (a) We must return your security deposit and any accrued interest to you within 10 business days after:
 - (i) you complete 1 year's payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
 - (ii) subject to clause 14.3 of this agreement, you stop purchasing energy at the relevant premises under this agreement.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

14. DISCONNECTION OF SUPPLY**14.1 When can we arrange for disconnection?**

Subject to us satisfying the requirements in the Code, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
 - (i) fail to comply with the terms of an agreed payment plan; or
 - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this agreement; or
- (e) we are otherwise entitled or required to do so under the Code or by law.

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Code. However, we are not required to provide a warning notice prior to disconnection in certain circumstances permitted by the energy laws.

14.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):
 - (i) on a business day before 8.00 am or after 2.00 pm for a residential customer or 3.00 pm for a business customer; or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your premises may be disconnected within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an emergency; or
 - (iii) as directed by a relevant authority; or
 - (iv) if permitted under your customer connection contract or under the energy laws; or
 - (v) if you request us to arrange disconnection within the protected period; or
 - (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
 - (vii) where the premises are not occupied.

15. RECONNECTION AFTER DISCONNECTION

- (a) We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:
 - (i) you ask us to arrange for reconnection of your premises; and
 - (ii) you rectify the matter that led to the disconnection; and
 - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this agreement 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16. WRONGFUL AND ILLEGAL USE OF ENERGY**16.1 Use of energy**

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy to another customer; or
 - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this agreement and the Code; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

17. NOTICES AND BILLS

- (a) Notices and bills under this agreement must be sent in writing, unless this agreement or the Code say otherwise.

- (b) A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):
- (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date 2 business days after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18. PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our Privacy Policy on our website. If you have any questions, you can contact our privacy officer.

19. COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note:

Our standard complaints and dispute resolution procedures are published on our website.

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria.

20. FORCE MAJEURE

20.1 Effect of force majeure event

If either party to this agreement cannot meet an obligation under this agreement because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

20.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

20.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

21. APPLICABLE LAW

The laws of Victoria govern this agreement.

22. RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the Electricity Industry Act to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this agreement will come to an end.

23. GENERAL**23.1 Our obligations**

Some obligations placed on us under this agreement may be carried out by another person. If an obligation is placed on us to do something under this agreement, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this agreement.

23.2 Amending this agreement

- (a) This agreement may only be amended in accordance with the procedures set out in the Electricity Industry Act.
- (b) We must publish any amendments to this agreement on our website.

SIMPLIFIED EXPLANATION OF TERMS

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day other than a Saturday, a Sunday or a public holiday;

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

customer means a person who buys or wants to buy energy from a retailer;

customer connection contract means a contract between you and your distributor relating to the distribution or supply of energy by the distributor to your premises and includes a deemed distribution contract arising under section 40A of the Electricity Industry Act;

customer retail contract means a contract between a small customer and a retailer for the sale of energy by the retailer to that small customer for a particular premises;

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an interruption;

distributor means the person who operates the system that connects your premises to the distribution network;

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

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity;

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

force majeure event means an event outside the control of a party;

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

market retail contract means a customer retail contract that is not based on these standard retail contract terms;

National Electricity Law means the National Electricity Law as set out in the Schedule to the **National Electricity (South Australia) Act 1996** (SA), as applying in the State of Victoria under Part 2 of the **National Electricity (Victoria) Act 2005** (Vic.);

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

retailer means a person that is authorised to sell energy to customers;

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the Electricity Industry Act;

security deposit means an amount of money paid to us as security against non-payment of a bill (including a refundable advance) in accordance with the Code;

small customer means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the Electricity Industry Act;

standing offer prices means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

Electricity Industry Act 2000**SPARQ PTY LTD (ABN 86 601 199 151) TRADING AS SUMO POWER**

Pursuant to section 40FG of the **Electricity Industry Act 2000**, Sumo Power has decided to offer to purchase qualifying solar energy generation electricity from qualifying customers during the premium solar feed-in tariff period and TFiT scheme electricity from TFiT scheme customers during the TFiT scheme period.

Pursuant to sections 40FG and 40G, Sumo Power's premium solar feed-in tariff terms and conditions, TFiT scheme terms and conditions and general renewable energy feed-in terms and conditions are set out below.

FEED-IN TARIFF TERMS AND CONDITIONS**1. Background**

- 1.1 You have a Unit at the Premises which satisfies the eligibility criteria under the Electricity Laws.
- 1.2 SparQ Pty Ltd ABN 86 601 199 151 trading as Sumo Power (**we or us**) offer to purchase from you the Feed-in Electricity on the terms and conditions of this Agreement.

2. Sale of Feed-in Electricity

- 2.1 You agree to sell and we agree to purchase Feed-in Electricity on the terms of this Agreement.

3. When this Agreement starts

- 3.1 This Agreement starts when you have given your express consent, and when all eligibility criteria in clause 4.1 have been met.

4. When we will start purchasing Feed-in Electricity

- 4.1 We will only purchase Feed-in Electricity from you under this Agreement if:
 - (a) you have entered into a Sale Agreement with us for the Premises;
 - (b) we are the retailer responsible to the Australian Energy Market Operator (AEMO) for the Premises under the Electricity Laws, as reflected in the Market Settlement and Transfer Solutions database;
 - (c) the Unit satisfies the eligibility criteria under the Electricity Laws, including with respect to its installed or name-plate generating capacity;
 - (d) where the Unit is a TFiT Scheme Generating Facility or a Qualifying Solar Energy Generating Facility, you meet the Residence Criteria;
 - (e) where applicable:
 - (i) you have applied to us to take up our offer to enter into this Agreement by completing and returning the Schedule to us;
 - (ii) you have taken the steps required of you under clause 5 to connect the Unit to the Distributor's distribution system, and the Unit is so connected, and is metered in accordance with the Electricity Laws and our and the Distributor's reasonable requirements; and
 - (iii) the Distributor has notified us that your National Meter Identifier (NMI) has been assigned the relevant network tariff code applying to the Unit, if required by the Distributor.
- 4.2 You must tell us if the rated capacity of the Unit exceeds the Relevant Capacity Threshold during the term of this Agreement, because this may mean you are no longer eligible to sell Feed-in Electricity under this Agreement.
- 4.3 It is not a condition of this Agreement that you assign any Renewable Energy Certificates, Small-Scale Technology Certificates or other Green Rights to us arising from the operation of the Unit.

5. Connection and metering

- 5.1 At your request, we will make a request to the Distributor to connect the Unit to the Distributor's distribution system. We will make the request as soon as practicable, and no later than the next Business Day, after we receive:
- (a) all documentation required by the **Electrical Safety Act 1998** (Vic.);
 - (b) all documentation reasonably required by us or your Distributor, including:
 - (i) acceptable identification;
 - (ii) contact details;
 - (iii) if the request relates to a rental property, contact details for the property owner or owner's agent;
 - (iv) the Connection Form (if required);
 - (v) the Electrical Work Request; and
 - (vi) the Certificate of Electrical Safety.
- 5.2 You must reimburse us for all reasonable costs incurred by us in relation to this request.
- 5.3 You must arrange (at your own cost) for the installation and maintenance of metering equipment for the Unit at the Premises that meets our and the Distributor's reasonable requirements and the Electricity Laws.

6. Charges

- 6.1 We will pay you the Feed-in Tariff for all Feed-in Electricity supplied to us between the Start Date and either the Scheme End Date or the date this Agreement is terminated (whichever is earlier).
- 6.2 We will pay any amount we owe you for a Billing Period by crediting that amount against the GST-inclusive charges payable to us in a bill for the same Billing Period under the Sale Agreement.
- 6.3 If, during a Billing Period, the amount we owe you for Feed-in Electricity exceeds the amount you owe us under the Sale Agreement, we will credit the excess amount against the charges payable to us in a bill for the next (and any subsequent) Billing Period(s) under the Sale Agreement.
- 6.4 Any excess amount referred to in clause 6.3 is extinguished on the day the Sale Agreement ends.
- 6.5 Subject to clause 6.6, the amount of Feed-in Electricity supplied during a Billing Period will be determined using:
- (a) actual meter read data obtained from reading your meter; or
 - (b) an estimation or substitution of that consumption in accordance with the Energy Retail Code.
- 6.6 If we are not able to reasonably or reliably determine the amount of Feed-in Electricity supplied by you in a Billing Period from reading the meter, we are not required to pay you for that Feed-in Electricity until the Distributor estimates the Feed-in Electricity or provides a substituted read in accordance with Electricity Laws.
- 6.7 If the amount of Feed-in Electricity is based on an estimated or substituted read and we later have a measurement of the actual Feed-in Electricity, we will adjust a subsequent bill for the difference between the estimate and actual Feed-in Electricity.
- 6.8 Bills will also include:
- (a) any additional costs payable under clause 9.1 or elsewhere in this Agreement; and
 - (b) any other charges imposed under the Electricity Laws in respect of the generation and dispatch of the Feed-in Electricity.
- 6.9 You must pay any amount owing by you under a bill by the due date specified in the bill.

7. Varying the Feed-in Tariff

- 7.1 If the Unit is a Small Renewable Energy Generating Facility, the Feed-in Tariff will vary in line with the minimum rate determined by the Essential Services Commission for each year from 1 January 2014 until at least 31 December 2016.
- 7.2 We will notify you of any change to the Feed-in Tariff as soon as practicable and no later than in your next bill.
- 7.3 On request, we will provide you with reasonable information on any feed-in tariffs we may offer you. We will give this information within 10 Business Days and, if you request, in writing.

8. Reading and maintaining the meter

- 8.1 You must allow safe, convenient and unhindered access to the Premises for the purposes of reading and maintaining the meter. Any representative attending your Premises for this purpose must carry official identification and show that identification on request.
- 8.2 We will use our best endeavours to ensure that your meter is read at least once every 12 months.
- 8.3 We will retain your historical feed-in payment or crediting data for at least two years after the Billing Period to which it relates, even if this Agreement has ended.
- 8.4 You may request copies of this data, and we will use best endeavours to provide it to you within 10 Business Days, and will do so without charge (although we may charge you for data that is more than two years old). If you have a smart meter, we will provide the data electronically.

9. Additional costs

- 9.1 You must pay the following costs as notified by us:
- (a) the cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by us or the Distributor under clause 5.3, including the costs of any site assessment;
 - (b) any applicable costs incurred by us in relation to a request to the Distributor for connection under clause 5.1; and
 - (c) the cost of any additional works required by us or the Distributor in relation to the Unit and its connection to the distribution system (including any augmentation required to the distribution system).
- 9.2 We will notify you of the amount of any costs prior to entering into this Agreement or, if they are not known prior to the date of this Agreement, as soon as practicable.

10. Reviewing bills

- 10.1 We will review a bill at your request, in accordance with our standard complaints and dispute resolution procedures (see clause 15).
- 10.2 If the bill is:
- (a) correct, then you must pay any unpaid amount, unless you request us to check the accuracy of the meter, in which case we will test the meter, and if the meter complies with the Electricity Laws, you must pay any unpaid amount and the cost of the meter test;
 - (b) incorrect, then we will adjust the bill in accordance with clauses 10.3 or 10.4 and you will not be required to pay the cost of any meter test.
- 10.3 If we adjust the bill to correct an overcharge by you (or over-crediting by us) for Feed-in Electricity we will:
- (a) limit the amount to be recovered to no more than the amount of the overcharge (or over-credit) in the 9 months immediately before we notify you, unless the overcharge or over-credit is your fault, or results from your unlawful act or omission;

- (b) not charge interest on the overcharged or over-credited amount; and
 - (c) state the amount to be recovered as a separate item in the next bill, together with an explanation of that amount;
 - (d) offer you time to pay the overcharged or over-credited amount in instalments over the same period of time during which you were overcharged or over-credited (if less than 12 months), or otherwise over 12 months.
- 10.4 If we adjust the bill to correct an undercharge by you (or under-crediting by us) for Feed-in Electricity we will apply the adjustment on your next bill.

11. Your obligations

- 11.1 You must comply at all times with the Electricity Laws.
- 11.2 You must:
- (a) ensure your name and contact details and the details of the Premises are correct in the Schedule, if applicable;
 - (b) ensure any other information you give us is correct and not false, misleading or deceptive; and
 - (c) notify us as soon as possible if information you have provided to us changes.
- 11.3 You must ensure that the Unit and metering equipment are in good condition and not damaged in any way, and only allow appropriately qualified and accredited people to carry out any work in connection with the Unit.
- 11.4 If you wish to modify the specifications of the Unit, you must inform us and the Distributor before those modifications are made.
- 11.5 You must notify us 15 Business Days before any change to the generating capacity of the Unit regardless of whether the proposed change in capacity has the effect of bringing the total capacity to an amount greater than the Relevant Capacity Threshold.

12. Term of the Agreement

- 12.1 This Agreement begins on the Start Date and ends on the Scheme End Date, unless terminated earlier in accordance with this Agreement.

13. Force Majeure

- 13.1 If a Force Majeure Event happens, then each party's obligations are suspended to the extent they are affected by the Force Majeure Event.
- 13.2 The party affected by the Force Majeure Event must:
- (a) try to remove, overcome or minimise its effects as soon as possible; and
 - (b) give the other party prompt notice of its occurrence, and provide any information reasonably required by the other party.

14. Termination

- 14.1 This Agreement will end:
- (a) if the Sale Agreement ends and you do not enter into a new sale agreement with us for the Premises, with effect from the Sale Agreement ending; or
 - (b) with effect from the Scheme End Date (we will notify you when this occurs); or
 - (c) if you or we end it in accordance with clauses 14.2 or 14.3.
- 14.2 We may end this Agreement:
- (a) if you breach this Agreement and fail to remedy the breach, on 10 Business Days' written notice to you; or
 - (b) immediately on written notice to you if we form the view that the generation capacity of the Unit exceeds the Relevant Capacity Threshold or, where the Unit is a TFiT Scheme Generating Facility or a Qualifying Solar Energy Generating Facility, you no longer meet the Residence Criteria.

- 14.3 You may end this Agreement at any time by giving us a notice stating you wish to end the Agreement. Termination will become effective:
- (a) if you and we enter into a new agreement for the export of electricity from the Unit, when any cooling-off period in respect of the new agreement ends;
 - (b) if responsibility for the electricity supply at the Premises is transferred to another retailer, when this transfer is completed;
 - (c) if the electricity supply to the Premises is disconnected, 10 Business Days after disconnection.

15. Liability

15.1 Subject to the Electricity Laws:

- (a) we are not liable to you for any loss or damage in connection with or arising out of this Agreement, except where we breach this Agreement or are negligent;
- (b) you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence.

15.2 Nothing in this clause 15 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

16. Privacy

16.1 We will comply with all applicable privacy laws in relation to the collection, use and disclosure of your personal information.

16.2 We may collect relevant personal information about you in connection with this Agreement, and you consent to us:

- (a) using that information to carry out our rights and obligations under the Agreement; and
- (b) disclosing that information to other persons who require it for the purposes of facilitating the purchase of Feed-in Electricity and relevant services under this Agreement.

16.3 You can find a copy of our privacy policy on our website: www.sumopower.com.au

16.4 If you have any questions, you can contact our privacy officer at: privacy@sumopower.com.au

17. Notices

17.1 Notices, consents or other communications given under this Agreement must be in writing and may be given by hand, sent by mail or by email (although we will only send you notices by email where you have given your consent).

18. Complaints

18.1 You may lodge a complaint with us, and we will handle it in accordance with our standard complaints and dispute resolution procedures, which are published on our website: www.sumopower.com.au

19. Amending the Agreement

19.1 Subject to clause 19.2, we must agree any amendment to the Agreement with you in writing.

19.2 To the extent permitted by law, we may amend the Agreement without your agreement if:

- (a) we consider it necessary to do so in order to comply with any applicable law or any change in any applicable law; or
- (b) in our reasonable opinion, the amendment will confer an additional benefit on you, impose an additional obligation on us, or be of neutral impact on you.

19.3 We will publish any amendment or replacement agreement in accordance with section 40FF, 40FG or 40G of the Act, as applicable.

20. Transferring the Agreement

20.1 You may not assign, transfer or novate this Agreement without our prior written consent.

20.2 We may:

- (a) assign, transfer or novate this Agreement; and/or
- (b) transfer you as a customer,

to any of our related bodies corporate or as part of the transfer of all or a substantial number of our customers to a third party, in which case we will notify you of the assignment, transfer or novation.

21. GST and other taxes

21.1 Where an amount payable under this Agreement is not expressed to be inclusive of GST and is payment for a 'taxable supply' as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply. We will reflect any GST amounts on your bill, or as an adjustment to a subsequent bill.

21.2 Subject to clause 21.1, you will be solely liable for payment of all taxes which may be imposed in relation to the Feed-in Electricity, the provision of plant or the payments made under this Agreement.

21.3 You either:

- (a) must provide a valid ABN to us in respect of any payments made to you in respect of the Feed-in Electricity; or
- (b) warrant that the generation of Feed-in Electricity is private and domestic by nature and not related to any business enterprise carried on by you, and for this reason you have not provided an ABN to us. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' as soon as reasonably practicable.

21.4 You must notify us immediately if you:

- (a) have not provided a valid ABN in accordance with clause 21.3(a); and
- (b) are unable to provide the warranty in clause 21.3(b).

You indemnify us against any loss suffered as a result of failure by you to provide such notification.

21.5 If we are required to withhold any amount in respect of tax from a payment to be made to you under this Agreement, we are entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you. If we pay an amount to you without withholding an amount in respect of tax, you will indemnify us for any loss suffered as a result of failing to withhold.

22. Governing law and jurisdiction

22.1 The laws of Victoria apply to this Agreement. You submit to the non-exclusive jurisdiction of the courts in Victoria.

23. Definitions

23.1 In this Agreement:

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

Agreement means this feed-in agreement between you and us.

Certificate of Electrical Safety means a form submitted by a registered electrical contractor for works undertaken as detailed in the Electrical Work Request, which have been completed and tested consistent with the **Electricity Safety Act 1988** and the Electricity Safety (Installations) Regulations 1999.

Connection Form means a form containing details of the Unit for the purpose of informing the Distributor about the nature of the Unit and information about customer rights and obligations.

Connection Point means where the Distributor's distribution system connects to the Premises.

Distributor means the person who operates the system that connects the Premises to the distribution system.

Electrical Work Request means an application form submitted by a registered electrical contractor for works undertaken that involve a private electrical installation connection to a licensed Distributor's network in Victoria.

Feed-in Electricity means the electricity generated by the Unit and injected into the distribution system as recorded by the electricity meter at the Connection Point.

Feed-in Tariff means the price at which we acquire the Feed-in Electricity from you, being:

- (a) if the Unit is a Small Renewable Energy Generation Facility, a rate not less than the minimum rate determined by the Essential Services Commission for each year from 1 January 2014 until at least 31 December 2016;
- (b) if the Unit is a TFiT Scheme Generating Facility, \$0.25 per kWh; or
- (c) if the Unit is a Qualifying Solar Energy Generating Facility, \$0.60 per kWh.

Force Majeure Event means an event outside the control of a party to this Agreement.

Qualifying Solar Energy Generating Facility has the meaning given in section 40F of the Act.

Relevant Capacity Threshold means:

- (a) if the Unit is a Small Renewable Energy Generation Facility, 100 kW;
- (b) if the Unit is a TFiT Scheme Generating Facility, 5 kW; and
- (c) if the Unit is a Qualifying Solar Energy Generating Facility, 5 kW.

Residence Criteria means:

- (a) where you are a residential customer, the Premises is your primary place of residence; or
- (b) where you engage in the generation of electricity at one or more properties otherwise than as a principal place of residence, you are only participating in the scheme in respect of one Unit per premises and your consumption of electricity at those premises does not exceed 100 MWh per year.

Sale Agreement means the agreement by which we sell electricity to you at the Premises.

Scheme End Date means:

- (a) if the Unit is a Small Renewable Energy Generating Facility, the date on which the Victorian State Government ends the general feed-in tariff scheme, if applicable, or the date on which the general feed-in tariff scheme otherwise ends;
- (b) if the Unit is a TFiT Scheme Generating Facility, the earlier of 31 December 2016 or a day declared by the Minister under section 40FEA of the Act;
- (c) if the Unit is a Qualifying Solar Energy Generating Facility, the earlier of the fifteenth anniversary of the scheme start day (as defined in section 40F of the Act) or a day declared by the Minister under section 40FE of the Act.

Small Renewable Energy Generation Facility has the meaning given in section 40F of the Act.

Start Date means the date the last of the conditions in clause 4.1 has been satisfied.

TFiT Scheme Generating Facility has the meaning given in section 40F of the Act.

Unit means either:

- (a) a Small Renewable Energy Generation Facility;
- (b) a TFiT Scheme Generating Facility; or

(c) a Qualifying Solar Energy Generating Facility, connected to a Connection Point and includes the inverter and any other ancillary electrical equipment.

23.2 Other capitalised terms have the meaning given to them in the Sale Agreement or in the Schedule.

SCHEDULE

Please complete the Schedule below, sign where indicated and return this page to Sumo Power at:

Feed-in Tariffs
Sumo Power
Suite 15, 199 Toorak Road
South Yarra, Victoria 3141

Customer Name (You)	
ABN (if applicable)	
Premises	
Address for Notices (your mailing address or email)	
National Meter Identifier (NMI)	
Unit Size (kW)	

By signing, you acknowledge that you have read the terms and conditions of this Agreement. You consent to the arrangements described in the terms and conditions, and agree to be bound by them.

Signature	
Name (please print)	
Date	

NOTICE OF PUBLICATION OF PRACTICE GUIDELINES

As required by section 150 of the **Equal Opportunity Act 2010**, the Victorian Equal Opportunity and Human Rights Commission gives notice of its publication of the following Practice Guideline: Guideline: Transgender people and sport > complying with the Equal Opportunity Act 2010

This guideline may be read on the Commission's Internet site: www.humanrightscommission.vic.gov.au/guidelines.

Dated 29 January 2015

KATE JENKINS
Commissioner
Victorian Equal Opportunity and Human Rights Commission

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.

School Naming:

Place Name	Proposer and Location
Coburg High School	Department of Education and Training Formerly known as Coburg Senior High School Located at 189 Urquhart Street, Coburg

Office of Geographic Names

Land Victoria
570 Bourke Street
Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

VARIATION TO THE PROTOCOL FOR ENVIRONMENTAL MANAGEMENT
– DOMESTIC BALLAST WATER MANAGEMENT IN
VICTORIAN STATE WATERS (EPA VICTORIA PUBLICATION 949)¹

Environment Protection Authority (EPA) Victoria

In ‘Protocol for Environmental Management – Domestic Ballast Water Management in Victorian State Waters’ (EPA Victoria, Publication 949):

1. On page 2, in paragraph 2, omit ‘implement of the Policy’ and substitute ‘implement the Policy’.
2. On page 2, after the last bullet point under the heading ‘1. Introduction’, delete ‘sets out and’.
3. On page 9, under the heading ‘6.1 Schedule of fees’, omit ‘As of 2014–15 a fee unit is \$13.24’ and substitute ‘For the current value of a fee unit go to www.epa.vic.gov.au/our-work/compliance-and-enforcement/fees-and-penalties’.

Dated 16 January 2015

NIAL FINEGAN
Chief Executive Officer
Environment Protection Authority Victoria

¹ This document is a legislative instrument, as defined in section 3 of the **Subordinate Legislation Act 1994** (Vic.)

Planning and Environment Act 1987
CORANGAMITE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C38

The Minister for Planning has approved Amendment C38 to the Corangamite Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones eight sites to Industrial 1 Zone and one site to Industrial 3 Zone to implement the 'Corangamite Industrial Land Strategy, November 2013'.

The Amendment:

- rezones the land comprising the Camperdown Saleyards at Cressy Street, Camperdown, from Public Use Zone 6 to Industrial 1 Zone;
- rezones the land on the corner of Cobden–Terang Road and Grayland Road, Cobden, from Farming Zone to Industrial 1 Zone;
- rezones the land at Grayland Road, Cobden, from Farming Zone to Industrial 1 Zone;
- rezones the land adjoining the Princes Highway in Terang from Farming Zone to Industrial 1 Zone;
- rezones the land at 10 Princetown Road and 2420 Lavers Hill–Cobden Road, Simpson, from Township Zone to Industrial 3 Zone;
- rezones the land at Lavers Hill–Cobden Road, Simpson, from Farming Zone to Industrial 1 Zone;
- rezones the land at 113 Bailey Street, Timboon, from Farming Zone to Industrial 1 Zone;
- rezones the land at 363 Timboon–Port Campbell Road and 11 New Cooriemungle Road, Timboon, and part of Lot 2 PS407580L from Farming Zone to Industrial 1 Zone;
- rezones the land at 75, 77, 87, 89, 91, 93, 99, 103, 105, 111, 117 and 121 Barrett Street, Timboon, from Residential 1 Zone to Industrial 1 Zone.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.dtpli.vic.gov.au/publicinspection and free of charge, during office hours, at the offices of the Corangamite Shire Council, 181 Manifold Street, Camperdown.

JIM GARDNER
Executive Director
Statutory Planning and Heritage
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987
MELBOURNE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C225

The Minister for Planning has approved Amendment C225 to the Melbourne Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment makes minor formatting changes, corrects technical anomalies, improves language, deletes redundant Public Acquisition Overlays and corrects a minor land zoning discrepancy in Docklands.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.dtpli.vic.gov.au/publicinspection and free of charge, during office hours, at the offices of the Melbourne City Council, Council House 2, 240 Little Collins Street, Melbourne.

JIM GARD'NER
Executive Director
Statutory Planning and Heritage
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

MELBOURNE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C260

The Minister for Planning has approved Amendment C260 to the Melbourne Planning Scheme.

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

The Amendment introduces a transitional provision into the Schedules 2, 3 and 4 to the General Residential Zone in the Melbourne Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.dtpli.vic.gov.au/publicinspection and free of charge, during office hours, at the offices of the Melbourne City Council, Melbourne Town Hall – Administration Building, 120 Swanston Street, Melbourne.

JIM GARD'NER
Executive Director
Statutory Planning and Heritage
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

MOONEE VALLEY PLANNING SCHEME

Notice of Approval of Amendment

Amendment C140

The Minister for Planning has approved Amendment C140 to the Moonee Valley 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 Moonee Valley Gaming Policy – Reference Document (2014) by inserting a new Local Planning Policy for gaming at Clause 22.05 and updating the provisions relating to gaming in the Moonee Valley Planning Scheme at Clause 21.07. The provisions guide the location of gaming venues, density allowed for electronic gaming machines and provide a framework to assist in the assessment of planning permit applications.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at <http://www.dtpli.vic.gov.au/publicinspection> and free of charge, during office hours, at the offices of the Moonee Valley City Council, 9 Kellaway Avenue, Moonee Ponds.

JIM GARD'NER
Executive Director
Statutory Planning and Heritage
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

MORELAND PLANNING SCHEME

Notice of Approval of Amendment

Amendment C152

The Minister for Planning has approved Amendment C152 to the Moreland Planning Scheme.

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

The Amendment revises the Local Planning Policy Framework including the Municipal Strategic Statement and Local Planning Policies to ensure consistency with current state and local government policy.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.dtpli.vic.gov.au/publicinspection and free of charge, during office hours, at the offices of the Moreland City Council, 90 Bell Street, Coburg.

JIM GARDNER
Executive Director
Statutory Planning and Heritage
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

BAW BAW PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C95

Pursuant to section 30(1)(a) of the **Planning and Environment Act 1987**, Amendment C95 to the Baw Baw Planning Scheme has lapsed.

The Amendment C95 proposed to amend the Baw Baw Planning Scheme by introducing the 'Baw Baw 2050 – Community Vision'.

The Amendment C95 lapsed on 13 January 2015.

JIM GARDNER
Executive Director
Statutory Planning and Heritage
Department of Environment, Land, Water and Planning

Planning and Environment Act 1987

SOUTH GIPPSLAND PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C64

Pursuant to section 30(1)(a) of the **Planning and Environment Act 1987**, Amendment C64 to the South Gippsland Planning Scheme has lapsed.

The Amendment C64 proposed to rezone land at 35 Foster–Promontory Road, Foster, from Farming Zone to Low Density Residential Zone.

The Amendment C64 lapsed on 14 January 2015.

JIM GARDNER
Executive Director
Statutory Planning and Heritage
Department of Environment, Land, Water and Planning

ORDERS IN COUNCIL

Crown Land (Reserves) Act 1978

INCORPORATION OF COMMITTEES OF MANAGEMENT

Order in Council

The Lieutenant-Governor, as the Governor's Deputy, with the advice of the Executive Council, under section 14A(1) of the **Crown Land (Reserves) Act 1978**, being satisfied that it is in the public interest to declare to be corporations the committees of management appointed under section 14(2) of the Act of the lands described in Column 2 hereunder:—

- (a) declares that the committees of management shall be corporations;
- (b) assigns the names shown in Column 1 to the corporations.

Schedule G1/2015

Column 1 Corporate name	Column 2 Crown Reserves currently managed by Committee
Skipton Recreation Reserve Committee of Management Incorporated	The Crown land in the Township of Skipton, Parish of Skipton temporarily reserved as Site for Public Recreation by Order in Council of 6 June, 1870 (vide Government Gazette of 10 June, 1870 – page 851). File Ref: Rs 48, 0511722.
Marong Recreation Reserve and Golf Course Committee Incorporated	The Crown land in the Township of Marong, Parish of Marong permanently reserved as a site for Public Recreation purposes by Order in Council of 28 July, 1873 (vide Government Gazette of 8 August, 1873 – page 1416) and those areas of Crown land also in the Township of Marong, Parish of Marong temporarily reserved as a site for Public Recreation by Orders in Council of 4 August, 1908 and 20 February, 1923 (vide Government Gazettes of 12 August, 1908 – page 4095 and 28 February, 1923 – page 725) as shown coloured yellow on plan M/1.2.1994 attached to Department of Environment and Primary Industries file 06COM6629. Additional File Ref: RS738 and Rs 5359 respectively.
Bridgewater Recreation and Public Reserve Committee Incorporated	The Crown land in the Township of Bridgewater, Parish of Bridgewater permanently reserved as a site for Public Recreation by Order in Council of 27 July, 1965 (vide Government Gazette of 4 August, 1965 – page 2498) and the Crown land permanently reserved as a site for a Public Park by Order in Council of 28 September, 1965 (vide Government Gazette of 6 October, 1965 – page 3121). File Ref: Rs 1932, Rs 2337 & 06COM6582.

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

Dated 27 January 2015

Responsible Minister
HON LISA NEVILLE

Minister for Environment, Climate Change and Water

YVETTE CARISBROOKE
Clerk of the Executive Council

Major Sporting Events Act 2009**MAJOR SPORTING EVENT ORDER FOR THE CADEL EVANS GREAT OCEAN ROAD RACE (ELITE MEN'S ROAD RACE) ON 1 FEBRUARY 2015**

Order in Council

The Lieutenant-Governor, as the Governor's Deputy, with the advice of the Executive Council, under section 7 of the **Major Sporting Events Act 2009** (the Act), specifies each of the matters in Column 2 of Table 1 in accordance with the corresponding section of the Act in Column 1 of Table 1.

Table 1: Cadel Evans Great Ocean Road Race (Elite Men's Road Race) on 1 February 2015

Column 1 – Section and Description	Column 2 – Matter Specified
8(1)(a) Major sporting event:	Cadel Evans Great Ocean Road Race (Elite Men's Road Race) on 1 February 2015
8(1)(b) Event venue:	A road circuit in Geelong as depicted by the broken red line and described on the plan LEGL./15-026 lodged in the Central Plan Office. The event venue comprises the made surface of the identified roads to the outside of the barriers or the edge of the road on each side.
8(2)(a) Event organiser:	Victorian Major Events Company Limited, ACN 050 270 089, ABN 28 050 270 089
8(2)(b) Event area:	Steampacket Gardens, Fairmie Park and Stony Point Pier, Transvaal Square, pavements and car parking bays adjacent to these parks up to the barriers that will line the event venue, and a car parking area along the southern side of Eastern Beach Road between Moorabool Street and Yarra Street, as shown and described on the plan LEGL./15-026 lodged in the Central Plan Office.
8(2)(e) Crowd management period:	From 7.00 am until 11.00 pm on 1 February 2015.
8(2)(i) Parts of the Act that apply to the major sporting event specified in this table:	Event venue: Part 4 (Crowd Management) Event area: Part 4 (Crowd Management). Part 4 (Crowd Management) does not apply to items described in paragraphs (a) and (h) of the definition of <i>prohibited item</i> in section 3.

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

Dated 27 January 2015

Responsible Minister:

JOHN EREN MP

Minister for Tourism and Major Events

YVETTE CARISBROOKE
Clerk of the Executive Council

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

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

1. *Statutory Rule:* Road Safety
(Drivers) and
(General)
Amendment
(Alcohol Interlocks)
Amendment
Regulations 2015

Authorising Act: Road Safety
Act 1986

Date first obtainable: 23 January 2015
Code A
 2. *Statutory Rule:* Subordinate
Legislation
Amendment
Regulations 2015

Authorising Act: Subordinate
Legislation
Act 1994

Date first obtainable: 23 January 2015
Code A
 3. *Statutory Rule:* Magistrates'
Court General
Civil Procedure
(Forms and Related
Amendments)
Rules 2015

Authorising Act: Magistrates' Court
Act 1989

Date first obtainable: 23 January 2015
Code B
 4. *Statutory Rule:* Magistrates' Court
(Miscellaneous
Civil Proceedings)
(Arbitration
Costs and Forms
Amendment)
Rules 2015

Authorising Act: Magistrates' Court
Act 1989

Date first obtainable: 23 January 2015
Code A
-

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G	193–240	\$22.70	#ZF	1797–1860	\$150.90
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O	673–736	\$60.30			
P	737–820	\$66.45			
#Q	821–886	\$72.25			
#R	887–950	\$77.05			
#S	951–1016	\$82.30			
#T	1017–1080	\$87.40			
#U	1081–1146	\$92.65			
#V	1147–1210	\$98.10			
#W	1211–1276	\$103.20			
#X	1277–1340	\$108.80			
#Y	1341–1406	\$113.70			

* All prices include GST

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