



# Victoria Government Gazette

By Authority of Victorian Government Printer

**No. G 12 Thursday 26 March 2015**

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**GENERAL**

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As from 26 March 2015

The last Special Gazette was No. 60 dated 25 March 2015

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

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**How To Submit Copy**

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  - or contact our office on 8523 4601  
between 8.30 am and 5.30 pm Monday to Friday
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**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (General)  
EASTER WEEK 2015**

**Please Note New Deadlines for General Gazette G14/15:**

The Victoria Government Gazette (General) for Easter week (G14/15) will be published on **Thursday 9 April 2015**.

**Copy deadlines:**

Private Advertisements **9.30 am on Thursday 2 April 2015**

Government and Outer

Budget Sector Agencies Notices **9.30 am on Tuesday 7 April 2015**

**Office Hours:**

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

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

JENNY NOAKES  
Government Gazette Officer

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## PRIVATE ADVERTISEMENTS

### Land Act 1958

NBN CO. TELECOMMUNICATIONS  
FACILITY, COUNTY OF GLADSTONE,  
WEDDERBURN, VICTORIA

Notice is hereby given that NBN Co. Limited has applied for a lease pursuant to section 134 of the **Land Act 1958** for a term of twenty (20) years in respect of Crown Allotment 2027, Parish of Wedderburne, County of Gladstone, containing 120.00 square metres (more or less) as a site for construction, maintenance and operation of a telecommunications network and telecommunications service.

Ref. No.: 2020089: Bendigo.

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HENRY RALPH HAMILTON SHAW, late of 56 Princes Street, Watsonia 3087, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 November 2014, are required by the executor, Graeme Ralph Shaw, care of Arthur J. Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to him by 25 May 2015, after which date the executor may convey or distribute the assets, having regards only to claims to which he has had notice.

Dated 19 March 2015

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

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Re: BARBARA LOUISE NOBLE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of BARBARA LOUISE NOBLE, late of 59 Crookston Road, Reservoir, Victoria, who died on 6 April 2014, are to send particulars of their claims to the personal representative/s, care of the undermentioned solicitors, by 27 May 2015, after which date the personal representative/s may convey or distribute the assets, having regard only to the claims of which they then have notice.

BRUCE M. COOK & ASSOCIATES, solicitors,  
Level 4, 114 William Street, Melbourne 3000.

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Re: WALTER MANSFIELD GAY, late of Victoria Manor, 15 Mladen Court, Coolaroo, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased,

who died on 30 November 2014, are required by the trustees, Wendy Ann Vine and Stephen John Gay, to send particulars to the trustees, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

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Re: FELIKSA KALINOWSKI, late of Moran Roxburgh Park, 3 Wedgewood Road, Roxburgh Park, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 July 2014, are required by the trustee, Barbara Kalinowski, to send particulars to the trustee, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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Re: PASQUALE TRUDA, late of 6 Shedden Street, Pascoe Vale, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 December 2014, are required by the trustee, Rosa Aquino, to send particulars to the trustee, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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Re: DANICA VRANKOVIC, late of 25 Campbell Street, Westmeadows, Victoria, production engineer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 July 2006, are required by the

trustee, Slobodan Vrankovic, to send particulars to the trustee, care of the undermentioned solicitors, within 60 days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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Estate of the late HELEN MARY HARRIS.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 March 2015, are required by the trustees, Matthew Ian Harris and Roberta Anne Spicer, to send particulars to them, care of the undersigned, within 60 days from the date of publication of this notice, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

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Estate of the late CLARA MAVIS SIDDALS.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 February 2015, are required by the trustees, Kay Ray and Wendy McDonald, to send particulars to them, care of the undersigned, within 60 days from the date of publication of this notice, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

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Re: EVA JEAN ARMSTRONG, late of 17a Wellington Street, Mornington, Victoria, retired nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 September 2014, are required by the trustee, Geoffrey Ian Kidd, to send particulars to the undermentioned solicitors by 25 June 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

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BRENDA LEE KIRWIN, late of 6 Sixth Avenue, Chelsea Heights, Victoria, manufacturer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 November 2014, are required by the executor, Kenneth Leslie Wright, PO Box 6234, Maroochydore Business Centre 4558, to send particulars by 26 May 2015, after which date the executor may distribute the assets, having regard only to the claims of which he then has notice.

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Re: JEAN MARGARET McKEE, late of Noel Miller Centre, 9–15 Kent Street, Glen Iris, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 December 2014, are required by the trustee, Douglas Peter McKee, care of Level 11, 575 Bourke Street, Melbourne, Victoria, to send particulars to the trustee, care of the undermentioned solicitors, by 25 May 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.

McKEAN PARK, lawyers,  
Level 11, 575 Bourke Street, Melbourne,  
Victoria 3000.

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Re: ELLEN MARGARET O'HARA, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 October 2014, are required by the trustee, Graeme Frederick Bond, to send particulars to the undermentioned lawyer by 1 June 2015, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

ROBERT KING, lawyer,  
97 Kooyong Road, Armadale 3143.

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Re: THERESIA KELLER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 May 2014, are required by the trustee, Gerhard William Keller, to send particulars of such claims to him, in care of the

below mentioned lawyers, by 27 May 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.

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Re: JUDITH DELLA THOMSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 December 2014, are required by the trustees, Jacqueline Ann Parkinson and Peter Andrew Thomson, to send particulars of such claims to them, in care of the below mentioned lawyers, by 27 May 2015, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

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Re: CLAUDIO GALLO, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 August 2014, are required by Aristides Gallo, the trustee of the estate of the deceased, to send particulars of their claims to him, care of the undermentioned lawyers, by 25 May 2015, by which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

RUSSO PELLICANO CARLEI, lawyers,  
43 Atherton Road, Oakleigh, Victoria 3166.

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Re: GRAHAM ROBERT FRASER, late of 1550 Gellibrand River Road, Chapple Vale, Victoria, manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 August 2014, are required by the deceased's personal representatives, Jennifer Louise Bell and Gael Suzanne Little, to send particulars to them, care of the undermentioned lawyers, by 26 May 2015, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

SLM LAW, lawyers,  
119 Murray Street, Colac 3250.

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Re: DECIMA BEASLEY, late of Joan Pinder Nursing Home, 26 Gibson Street, North Bendigo, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 January 2015, are required by the trustees, Sandhurst Trustees Limited, ACN 004 030 737, and Bruce Beasley of 18 View Street, Bendigo, Victoria, to send particulars to the trustees by 26 May 2015, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

SANDHURST TRUSTEES LIMITED,  
18 View Street, Bendigo 3550.

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JACOB RICHARD ROBERT TOET, late of 8 Blackheath Mews, Waurn Ponds, Victoria 3216, car salesman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 30 November 2014, are required by the administrator, Megan Jane Toet of 66 Hope Street, Geelong West 3218, to send particulars of their claims to Succession Legal by 30 June 2015, after which date the administrator may convey or distribute the assets, having regard only to the claims of which she then has notice.

SUCCESSION LEGAL,  
PO Box 7310, Geelong West, Victoria 3218.  
Ph: (03) 5223 2333.

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Re: JOHN LLOYD THOMAS, late of 20 Neil Black Street, Nelson, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 November 2014, are required by the executor/personal representative, to send particulars to him, care of the undermentioned solicitors, by 31 May 2015, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

TAITS LEGAL,  
38 Bank Street, Port Fairy 3284.

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RENEE LORAIN OAKLEY, late of Ararat Retirement Village, 27 Albert Street, Ararat, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 December 2014, are required by the executor, Jillian Ruth Tivey, care of the

undermentioned solicitors, to send particulars to her by 26 May 2015, after which date the executor may convey or distribute the assets, having regard only to the claims of which she has notice.

TIVEY & HOLLAND, solicitors,  
97 Barkly Street, Ararat 3377.

Re: VALDA MAY FARROW, late of Gardenia Aged Care, 87 Argyle Avenue, Chelsea, Victoria 3196, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 28 January 2015, are required by the executors, Michael Bruce Farrow and Carol White, to send particulars to them, care of the undermentioned solicitors, by 29 May 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: BERYL PATRICIA GOLDBURG, late of 685 King Parrot Creek Road, Strath Creek, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 September 2014, are required to send particulars of their claims to the executors, care of GPO Box 1946, Melbourne, Victoria 3001, by 19 June 2015, after which date the executors may convey or distribute the assets, having regard only to the claims of which they may then have notice.

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

#### ADVERTISEMENT OF AUCTION BY THE SHERIFF

On Thursday 30 April 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 Christopher Edward Brown of 5 Ironbark Way, Brookfield, sole proprietor of an estate in fee simple in the land described on Certificate of

Title Volume 10873 Folio 937, upon which is erected a unit and known as 5 Ironbark Way, Brookfield, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AG350772Q), Covenant AE240790U, Agreement Section 173 **Planning and Environment Act 1987** U207141E, Agreement Section 173 **Planning and Environment Act 1987** AD579658M and Owners Corporation 1 Plan PS516489M 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 30 April 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 Tom Karas of Level 9, 171 La Trobe Street, Melbourne, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11039 Folio 570, upon which is erected a dwelling and known as 164 Napier Street, Fitzroy, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AF762323H), Registered Mortgage (Dealing Number AJ981199X), Registered Caveat (Dealing Number AJ346849D), Registered Caveat (Dealing Number AJ385467X), Registered Caveat (Dealing Number AJ524474F) and Registered Caveat (Dealing Number AL620107G) 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](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

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ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 30 April 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 Christine F. Siegmund of 190 Smiths Lane, Cranbourne South, as shown on Certificate of Title as Christine Florence Siegmund, joint proprietor with Helmut Siegmund of an estate in fee simple in the land described on Certificate of Title Volume 09201 Folio 557, upon which is erected a house and known as 190 Smiths Lane, Cranbourne South, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number U830487W) 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](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

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ADVERTISEMENT OF AUCTION BY  
THE SHERIFF

On Thursday 30 April 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 Owen Andrew Timothy of 281 Bulmans Road, Melton West, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11234 Folio 395, upon which is erected a home and known as 281 Bulmans Road, Melton South, will be auctioned by the Sheriff.

Registered Mortgage (Dealing Number AJ839197Y), Covenant AJ000399Q, Agreement Section 173 **Planning and Environment Act 1987** AD309260E and Agreement Section 173 **Planning and Environment Act 1987** AG674256C 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](mailto:realestatesection@justice.vic.gov.au) for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

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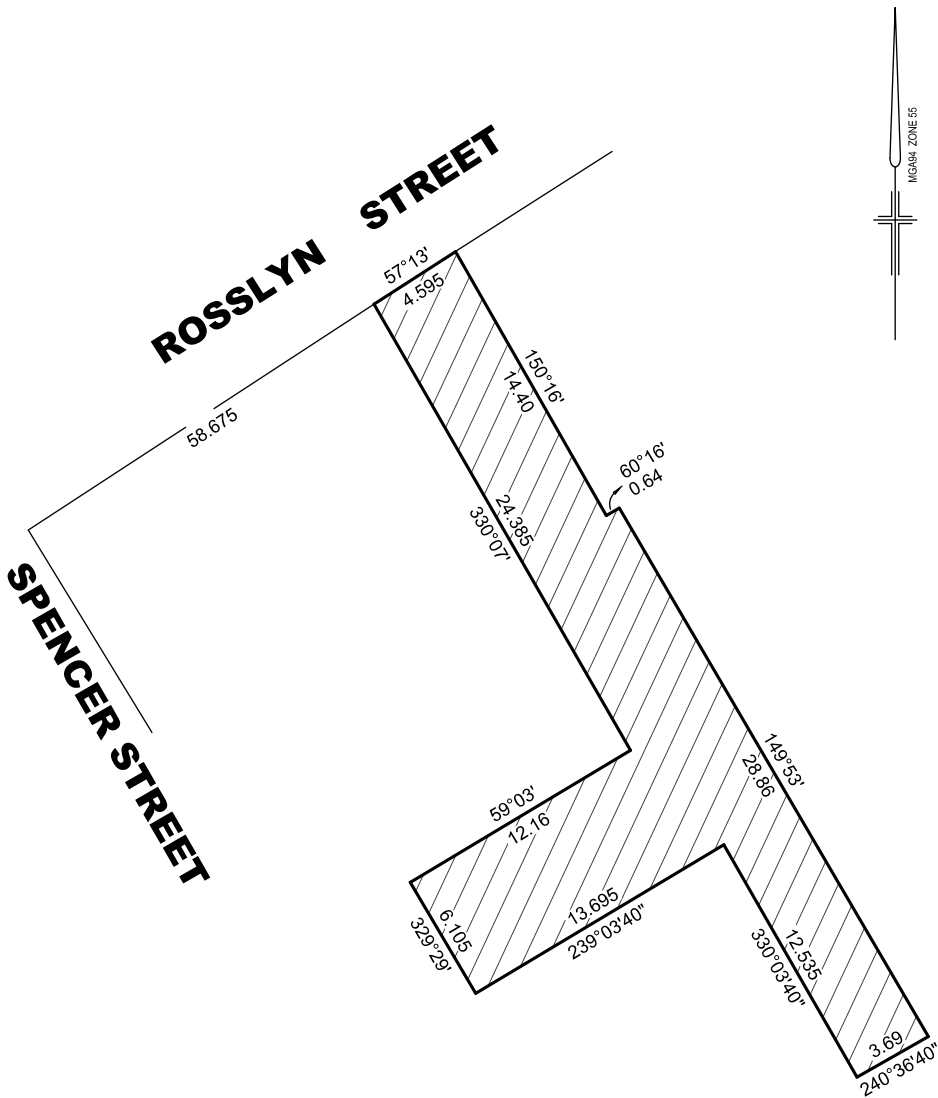


**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**

MELBOURNE CITY COUNCIL

Public Highway Declaration

Pursuant to section 204(1) of the **Local Government Act 1989** (Act), the Melbourne City Council declares the road shown hatched on the plan hereunder as a public highway for the purposes of the Act.





## NOTICE OF MAKING A LOCAL LAW

### General Local Law No. 1 (2015)

Notice is given pursuant to section 119 of the **Local Government Act 1989** that Banyule City Council, at its meeting of 23 March 2015, resolved to make a new Local Law, to be referred to as General Local Law No. 1 (2015). This Local Law will commence operation on 15 April 2015. The following information about the proposed Local Law is provided:

#### **Purpose of the Proposed Local Law**

The purposes of the proposed Local Law are to:

- protect public assets;
- provide for the safety and amenity of the municipality by controlling activities associated with building and construction work;
- provide for the safety of road users and the amenity of the municipality and the fair and equitable use of Council land;
- prohibit persons from damaging a municipal place;
- provide for parking permits and to prevent the sale and trade of parking permits;
- prohibit the consumption and possession of alcohol in a public place to protect the amenity of and the enjoyment of the public place;
- preserve and enhance the amenity, neighbourhood character, public health and public safety;
- minimise the impact of animals on the community;
- protect the health and wellbeing of the community by regulating certain activities;
- regulate the impact of business activity on the environment, public health and amenity;
- provide for the safe and efficient collection of waste and hard waste;
- revoke the General Local Law No. 1 (2005); and
- provide for the peace, order and good government of the municipal district.

#### **General Purport of the Proposed Local Law**

The proposed Local Law, if made, will replace the General Local Law No. 1 (2005) and will:

- provide for the delegated authority to issue permits, impound items or things, set fees and charges, and the enforcement of the Local Law, including creating offences, penalties, Notices to Comply, appeals and infringement notices;
- create an offence when:
  - building works are not contained within a building site;
  - dust or spoil is deposited on a road or adjoining land, or escapes from a building site on to a road or adjoining land;
  - building refuse escapes from a building site;
  - building works are carried on outside of prescribed hours; and
  - there is a failure to observe an Authorised Officer's direction;
- require a permit for works carried out for or to a vehicle crossing and the creation of an offence for not maintaining a vehicle crossing;
- require a permit to be obtained for activities that interfere with or affect any asset vested in, controlled or owned by Council;
- make it an offence for activities carried out on a road without a permit;
- regulate the grant of parking permits and the prohibition of the trading and sale of parking permits;

- prohibit the consumption and possession of alcohol in a public place when the consumption or possession may interfere with the amenity and enjoyment of the public place by the community;
- regulate activities on Council land by requiring a permit and creating an offence for certain behaviour in a municipal place or on Council land;
- create obligations on owners and occupiers of land and creating an offence for failing to comply with those obligations;
- regulating the number of animals that can be kept on land, the housing of animals kept on land, the noise emanating from the keeping of animals and creating an offence for failing to carry a litter device and failing to remove (and dispose of) faeces deposited by a dog in a public place;
- create an offence for activities or events that affect public health;
- regulate the storage of trade waste and deliveries to commercial premises; and
- regulate the collection of waste.

#### **Notice of Incorporation by Reference**

Notice is given pursuant to section 112 of the **Local Government Act 1989** that, at its meeting on 23 March 2015, Banyule City Council resolved to adopt the Footpath Trading Policy which is incorporated by reference into the General Local Law No. 1 (2015). This policy will commence operation on 15 April 2015.

#### **Police may act as Authorised Officers**

Notice is given pursuant to section 224A of the **Local Government Act 1989** that any police officer may enforce General Local Law No. 1 (2015) – Part 7: Consumption of Alcohol in Public Places, clause 7.2.

A copy of the local law and incorporated document may be inspected at or obtained from: Council Service Centres: 9–13 Flintoff Street, Greensborough; 275 Upper Heidelberg Road, Ivanhoe; 44 Turnham Avenue, Rosanna; or on Council's website – [www.banyule.vic.gov.au/publicnotices](http://www.banyule.vic.gov.au/publicnotices)

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### DAREBIN CITY COUNCIL

Proposal to Make the General Local Law No. 1 2015

**Local Government Act 1989** – Section 119(2)

At its meeting on 16 March 2015 the Council resolved to make the General Local Law No. 1 2015.

#### **Purpose of the General Local Law**

The proposed Local Law will replace the General Local Law 2005.

The purposes of the General Local Law are to:

- (1) regulate and control uses and activities on Council land and roads so that the Council is aware of uses or activities which may:
  - (a) be detrimental to the amenity of the area or the enjoyment of facilities on land or roads;
  - (b) cause damage to Council and community assets;
  - (c) create a danger or expose others to risk;
  - (d) interfere with the safety and convenience of people travelling on or using Council land or roads; and
  - (e) impede free and safe access for people, in particular those with sight and movement impairment or disabilities.
- (2) manage, regulate and control activities and uses on any land which:
  - (a) may be dangerous, cause a nuisance or be detrimental to the amenity of the area or the environment;

- (b) are directed at maintaining neighbourhood harmony and a healthy and safe environment for residents and visitors;
  - (c) promotes community expectations and demands about their lifestyle and the availability of goods and services provided to them; and
  - (d) creates a sense of community pride in the Municipal District and which promotes Darebin City as a place to live and do business.
- (3) identify activities and uses that are not permitted so as to achieve the purposes in subclauses (1) and (2); and
  - (4) provide for the administration of the Council's powers and functions so that they can be applied, having regard to the objectives in subclauses (1) and (2), in a fair and practicable way

### **General Purport of the Local Law**

The proposed Local Law will achieve its purposes by a number of measures including:

- prescribing uses and activities that will require a permit such as using a footpath for outdoor dining and displays of goods, undertaking any commercial activity on Council land or roads including commercial recreation uses, busking, food trucks and fundraising, street parties, festivals or events, placing temporary advertising signs on Council land or roads, using Council roads for works, planting on nature strips, keeping excess numbers of animals, carrying out building works, and camping on (private) land;
- identifying uses and activities which must comply with conditions or requirements in the Local Law including, in some instances, compliance with Council Policies, such as requirements applying to keeping animals or animal management in public places, requirements on owners or occupiers of commercial premises, the use of Council land, numbering properties and waste collection;
- designating areas where certain activities and uses may be carried out or not carried out, such as busking, food trucks, 'smoke free areas' and 'alcohol free areas';
- identifying uses and activities that are prohibited in certain circumstances such as allowing land or buildings to be kept in a way that is unsightly or detrimental to the general character and amenity of the neighbourhood or that could be a danger or a risk to people or property in the vicinity, behaving on Council land or on a road in a way that could harm or injure another person or which interferes with another person's reasonable enjoyment of that land or which could damage Council and community assets, leaving or parking an unregistered or abandoned vehicle on a road or Council land or leaving or parking certain types of vehicles longer than the period permitted under the Local Law; and
- providing for the administration and enforcement of the Local Law through a permit system, creating appeal and representation rights and prescribing offences for contravention of certain provisions in the Local Law.

Written submissions about the proposed Local Law will be considered in accordance with section 223 of the **Local Government Act 1989** and should be addressed to Draft General Local Law 2015, Darebin City Council, PO Box 91, Preston 3072. Written submissions must be received at the Council Offices no later than the close of business on 27 April 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. Council will hear any person who has made a submission and requested to be heard at a Hearing of Submissions Committee meeting on 11 May 2015 at 7.00 pm.

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

RASIAH DEV  
Chief Executive Officer



GENERAL (AMENDMENT)  
LOCAL LAW 2015 No. 21  
OPEN AIR BURNING

Notice is hereby given pursuant to section 119(2) of the **Local Government Act 1989** that, at its meeting on 23 March 2015, Council resolved to make General (Amendment) Local Law 2015 No. 21 to modify the circumstances under which open air burning ('burning off') can be conducted with a permit for the purpose of fire fuel reduction. The amendment will also enable Council officers to take action in relation to nuisance burning.

The key changes effected by the amendment are:

- Reduction in minimum land size for open air burning from 1 acre to 1,600 square metres (0.39 acres). Open air burning will still require a permit and will only be permitted on properties within a Bushfire Management Overlay or Bushfire Prone Area for fire fuel reduction.
- Change in terminology from acres to square metres.
- Introduction of a new provision to enable officers to take action in relation to nuisance burning.
- Introduction of a new provision for chimneys to increase officers' effectiveness in relation to the burning of toxic material in an indoor fireplace.

Many of the existing provisions, which assist in maintaining safe burning practices, have been retained (such as requiring a permit for open air burning on all land types and land sizes, and restricting the hours of burning to between 9 am and 4 pm on a Friday and Saturday).

A copy of the Local Law may be obtained from the Civic Centre, 30 Davey Street, Frankston, during office hours. The document can also be accessed on Council's website at [www.frankston.vic.gov.au](http://www.frankston.vic.gov.au)

DENNIS HOVENDEN  
Chief Executive Officer

MELBOURNE CITY COUNCIL

Notice of Proposal to Make a Local Law

Notice is given pursuant to sections 119 and 223 of the **Local Government Act 1989** that the Melbourne City Council ('Council') proposes to make a new local law pursuant to part 5 of the **Local Government Act 1989** to be known as the Activities (Miscellaneous Amendments) Local Law 2015 ('the proposed Local Law').

The proposed Local Law is to amend the Council's Activities Local Law 2009 ('Principal Local Law').

**Purpose and general purport:**

The purpose and general purport of the proposed Local Law is to:

- (a) provide for controls on the management of animals by introducing a new part 3B into the Principal Local Law to provide for the responsible care and management of animals within the municipality including regulating the number and types of animals a person may keep without a permit;
- (b) amend and/or update existing definitions and introduce new definitions for bicycle, moor, sailboard and segway;
- (c) make changes arising from clauses deleted by previous amendments to the Principal Local Law;
- (d) provide that a permit for selling goods or services in a public place is required when the sale is to a person in a public place and occurs from premises adjoining the public place;
- (e) provide that a person must not without a permit unreasonably obstruct the use of a public place by others;
- (f) amend the guidelines the Council must follow when considering whether to prescribe an area a smoke free area by providing that the Council must have regard to the opinions of owners and occupiers adjoining the proposed smoke free area as well as those within the proposed smoke free area;
- (g) make other minor corrections to punctuation and formatting;
- (h) update the penalties fixed for infringements in the Principal Local Law as a consequence of the proposed Local Law; and
- (i) provide for the peace, order and good government of the municipality.

A copy of the proposed Local Law together with a version of the Principal Local Law identifying the impact of the proposed Local Law can be obtained from:

- (a) the Council Offices (Front Desk, Melbourne Town Hall Administration Building, Swanston Street, Melbourne). Office hours are generally 8 am to 6 pm Monday to Friday excepting public holidays
- (b) Council's website at:  
<http://www.melbourne.vic.gov.au/About/Council/CouncilProfile/LocalLaws/Pages/ProposedAmendmentActivitiesLocalLaw2009.aspx>

Any person affected by the proposed Local Law may make a written submission on the Proposed Local Law to the Council. All submissions received by the Council on or before 29 April 2015 will be considered in accordance with section 223(1) of the **Local Government Act 1989**, by the Council's Submissions (Section 223) Committee ('Committee').

If a person wishes to be heard in support of their submission they must include the request to be heard in the written submission and this will entitle them to appear in person, or by a person acting on their behalf, before a meeting of the Committee, scheduled to be held on Thursday, 7 May 2015, commencing at 3 pm, in the Melbourne Town Hall, Administration Building, Swanston Street, Melbourne.

Written submissions should be marked 'proposed Activities (Miscellaneous Amendments) Local Law 2015' and addressed to the Manager Governance Services, Melbourne City Council, Town Hall, 90 Swanston Street, Melbourne 3000, or GPO Box 1603, Melbourne, 3001. Written submissions received will be made public and made available on the Council's website.

### **Planning and Environment Act 1987**

#### **BALLARAT 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 C191

#### Planning Permit Application PLP/2014/829

The land affected by the Amendment is Crown Allotment 2050, Township of Ballarat East, St Pauls Way, Bakery Hill, along with a strip of road reserve to the west of the allotment.

The land affected by the application is Crown Allotment 2050, Township of Ballarat East, St Pauls Way, Bakery Hill.

The Amendment proposes to rezone Crown Allotment 2050, Township of Ballarat East, St Pauls Way, Bakery Hill, from Public Use Zone Schedule 5 (Education) to the Mixed Use Zone, the road reserve to the west is proposed to be rezoned from Commercial 1 Zone to Mixed Use Zone and the Heritage Overlay (HO176) is proposed to be removed from the road reserve.

The application is for a permit for a Six Lot Subdivision and Staged Development of Four Multi-Storey Residential Apartments, 19 Townhouses, Four Office and Retail Units with 2 associated Residential Apartments, Waiver of Car Parking and Creation of Easement.

The person who requested the Amendment is Horizon Synergy Pty Ltd.

The applicant for the permit is Horizon Synergy Pty Ltd.

You may inspect the Amendment, the explanatory report about the Amendment, the application, and any documents that support the Amendment and the application, including the proposed permit, free of charge, at the following locations: during office hours, at the office of the planning authority, City of Ballarat, The Phoenix Building, 25 Armstrong Street South, Ballarat, Victoria 3350; at the City of Ballarat website, [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au); and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://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 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 1 May 2015. A submission must be sent to Planning Strategy, City of Ballarat, PO Box 655, Ballarat, Victoria 3353, or via email to: [strategy@ballarat.vic.gov.au](mailto:strategy@ballarat.vic.gov.au)

The following panel hearing dates have been set for this Amendment:

- directions hearing: late in the week commencing 29 June 2015.
- panel hearing: week commencing 27 July 2015.

DEON VAN BAALEN  
Manager Planning Strategy

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### **Planning and Environment Act 1987**

#### GLEN EIRA PLANNING SCHEME

#### Notice of Preparation of Amendment

#### Amendment C137

The Glen Eira Council has prepared Amendment C137 to the Glen Eira Planning Scheme.

The Amendment proposes to apply the Heritage Overlay to 1 Wahgoo Road, Carnegie, to protect its heritage significance.

The Amendment proposes to:

- amend schedule to Clause 43.01; and
- amend planning scheme map 2HO.

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, Glen Eira City Council, corner Glen Eira and Hawthorn Roads, Caulfield South; and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://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 27 April 2015. A submission must be sent to: Strategic Planning Department, Glen Eira City Council, PO Box 42, Caulfield South, Victoria 3162.

RON TORRES  
Director Planning and Transport

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### **Planning and Environment Act 1987**

#### MOONEE VALLEY PLANNING SCHEME

#### Notice of Preparation of Amendment

#### Amendment C154

The Moonee Valley City Council has prepared Amendment C154 to the Moonee Valley Planning Scheme.

The land affected by the Amendment is 5 Treadwell Road, Niddrie.

The Amendment proposes to rezone 5 Treadwell Road, Niddrie, from a General Residential Zone to a Commercial 1 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, 9 Kellaway Avenue, Moonee Ponds; and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://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 Friday 1 May 2015. A submission must be sent to the Moonee Valley City Council, PO Box 126, Moonee Ponds, Victoria 3039.

NEVILLE SMITH  
Chief Executive

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**Planning and Environment Act 1987**MOUNT ALEXANDER  
PLANNING SCHEME

## Notice of Preparation of Amendment

## Amendment C56

The Mount Alexander Shire Council has prepared Amendment C56 to the Mount Alexander Planning Scheme.

The land affected by the Amendment is within the Diamond Gully Structure Plan area, on the south-western edge of Castlemaine, generally bounded by the Pyrenees Highway to the north, Willy Milly Road to the west, Ranters Gully Road to the south and Martin Street/Sluicers Road/Diamond Gully Road to the east.

The Amendment proposes to introduce the 'Diamond Gully Structure Plan Revised 2014' into the Mount Alexander Planning Scheme as an Incorporated Document. The Amendment also proposes to:

- rezone a strip of Industrial 1 Zone land within the Structure Plan area to part General Residential Zone (GRZ1) and part Industrial 3 Zone;
- apply the Environmental Audit Overlay to land to the west of Sluicers Road (on the east side of Sluicers Gully) and south of Diamond Gully Road;
- amend Clause 21.04 (Objectives and Strategies) to include the use of the Diamond Gully Structure Plan as an implementation tool; and
- insert Clause 22.34 (Diamond Gully Area) to give effect to specific policy directions for the area.

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, Mount Alexander Shire Council, Civic Centre, corner Lyttleton and Lloyd Streets, Castlemaine, Victoria 3450; and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://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 Friday 8 May 2015. A submission must be sent to the Mount Alexander Shire Council, Civic Centre, corner Lyttleton and Lloyd Streets, Castlemaine, Victoria 3450, or PO Box 185, Castlemaine, Victoria 3450, or [info@mountalexander.vic.gov.au](mailto:info@mountalexander.vic.gov.au)

The following panel hearing dates have been set for this Amendment:

- directions hearing: week commencing 20 July 2015.
- panel hearing: week commencing 31 August 2015.

PHIL ROWLAND  
Chief Executive Officer

**Planning and Environment Act 1987**

## STONNINGTON PLANNING SCHEME

## Notice of Preparation of Amendment

## Amendment C185

The Stonnington City Council has prepared Amendment C185 to the Stonnington Planning Scheme.

The land affected by the Amendment is:

- May Road Precinct, Toorak (includes parts of May Road);
- Spring Street Precinct, Prahran (includes parts of Spring Street, Lorne Road, Westborne Street, Errol Street and Irene Place);
- Willis Street Precinct, Prahran (includes parts of Willis Street);
- Bidey Street and Packington Place Precinct, Prahran (includes parts of Bidey Street and Packington Place);
- Closeburn Avenue Precinct, Prahran (includes parts of Closeburn Avenue and Dandenong Road);



- Bailey Avenue and Valentine Grove Precinct, Armadale (includes all of Valentine Grove, and parts of Bailey Avenue and Dandenong Road);
  - Stanhope Street Precinct, Malvern (includes parts of Stanhope Street);
  - Dixon Street and Jordan Street Precinct, Malvern (includes parts of Dixon Street and Jordan Street); and
  - Ardrrie Road Precinct, Malvern East (includes parts of Ardrrie Road, Warley Road and Tennyson Street).
- apply new Schedule 4 to Clause 43.05 Neighbourhood Character Overlay to four of the residential precincts (May Road, Spring Street, Willis Street and Bidey Street and Packington Place);
  - apply new Schedule 5 to Clause 43.05 Neighbourhood Character Overlay to five residential precincts (Closeburn Avenue, Bailey Avenue and Valentine Grove, Stanhope Street, Dixon Street and Jordan Street and Ardrrie Road); and
  - amend Clause 61.03 Schedules to reference new Planning Scheme Maps INCO, 2NCO, 4NCO, 6NCO.

The Amendment proposes to introduce new development controls to these residential precincts to protect their significant character including:

- amend Clause 21.05 Housing to encourage limited residential development within Neighbourhood Character Overlays in minimal change areas;
- amend Clause 21.06 Built Environment and Heritage to apply the Neighbourhood Character Overlay and the Design and Development Overlay to the areas recommended for inclusion in the 'Stonnington Neighbourhood Character Review, Planisphere, 2013', and the 'Stonnington Neighbourhood Character Review Addendum, Planisphere, 2014';
- amend Clause 21.09 Reference Documents to include the 'Stonnington Neighbourhood Character Review Addendum, Planisphere, 2014' as a reference document;
- transfer the Bailey Avenue and Valentine Grove Precinct and part of the Closeburn Avenue Precinct from Schedule 10 of the General Residential Zone to Schedule 14 of the General Residential Zone;
- transfer the May Road, Spring Street, Willis Street, Bidey Street and Packington Place, Stanhope Street, Ardrrie Road, Dixon Street and Jordan Street Precincts and part of the Closeburn Avenue Precinct from Schedules 2 and 3 of the Neighbourhood Residential Zone to Schedule 4 of the Neighbourhood Residential Zone;
- apply new Schedule 16 to Clause 43.02 Design and Development Overlay to five of the residential precincts (May Road, Spring Street, Willis Street, Bidey Street and Packington Place, and Ardrrie Road);

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority: City of Stonnington, Prahran Town Hall, Planning Counter, corner of Greville and Chapel Streets, Prahran 3181; and at the Department of Environment, Land, Water and Planning website, [www.dtpli.vic.gov.au/publicinspection](http://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 April 2015.

Address your submission to the Council by either email: [strategicplanning@stonnington.vic.gov.au](mailto:strategicplanning@stonnington.vic.gov.au); or in writing: City Strategy, City of Stonnington, PO Box 21, Prahran, Victoria 3181.

The following proposed panel hearing dates have been set for this Amendment:

- directions hearing: week of 13 July 2015.
- panel hearing: week of 10 August 2015.

SUSAN PRICE  
Manager City Strategy

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 1 McNab Avenue, Footscray, Victoria 3011, the personal representative, on or before 28 May 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.

GEORGIOU, Demetrios, late of TCP Royal Park Campus, 34–54 Poplar Road, Parkville, Victoria, retired, deceased, who died on 5 December 2014.

GURUSINGHE, Darshan Kusumpriya, late of 59 Murrindal Drive, Rowville, Victoria, deceased, who died on 21 November 2014.

JIMENO, Joaquin, late of Unit 4, 55 Jackson Street, St Kilda, Victoria, retired, deceased, who died on 4 September 2014.

MARSHALL, Peta, late of Room 30, Chomley House, 113 Chomley Street, Prahran, Victoria, retired, deceased, who died on 23 November 2014.

MILLS-FRANKLIN, Derek Berkley, late of Regis Sherwood Park, Junction Village, Victoria, retired, deceased, who died on 4 October 2014.

WATT, Charles Gordon, late of 230 Rossmoyne Street, Thornbury, Victoria, retired, deceased, who died on 17 November 2014.

Dated 19 March 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**.

Sarah Mitchell

Dated 10 March 2015

DENISE HARRISON  
Acting Director, Child Protection  
South Division

#### Associations Incorporation Reform Act 2012

##### SECTION 134

I, Steven Scodella, Operations Manager under the **Associations Incorporation Reform Act 2012** (the Act), under delegation provided by the Registrar, hereby give notice that, pursuant to section 134(1) of the Act, the registration of the incorporated associations mentioned below has been cancelled on this day:

Murray-Plains Division of General Practice Inc.; Central Victoria General Practice Network Inc.

Dated 26 March 2015

STEVEN SCODELLA  
Operations Manager  
PO Box 4567  
Melbourne, Victoria 3001

#### Associations Incorporation Reform Act 2012

##### SECTION 134

I, Steven Scodella, Operations Manager under the **Associations Incorporation Reform Act 2012** (the Act), under delegation provided by the Registrar, hereby give notice that, pursuant to section 134(1) of the Act, the registration of the incorporated association mentioned below has been cancelled on this day:

Wattletree Preschool Inc.

Dated 26 March 2015

STEVEN SCODELLA  
Operations Manager  
PO Box 4567  
Melbourne, Victoria 3001

#### Associations Incorporation Reform Act 2012

##### SECTION 135

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

Actively Conserving Trentham (ACT) Inc.; Adiparasakthi Charitable Medical Educational and Cultural Association of Australia Inc.; Adrift Art Inc.; Albury Wodonga Ford Club Inc.; All Bushfire Survivors Inc.; All Tribes Met Inc.;

Alofa Tanoa Pentecostal Church Inc.; American Bulldog Club of Australia Inc.; Ansett Running Club – Victoria Inc.; Australian Student's Space Association – Victoria Inc.; Ballarat Cares Inc.; Ballarat City Futsal Association Inc.; Bangladesh-Australia Youth Association Inc.; Banyule Youth Connection Inc.; Bayside Stroke Association Inc.; Benevolent Action Neo Humanism Inc.; Birdbrains Inc.; Blackwood Tennis Club (Vic) Inc.; Bnym Indigenous Inc.; Broadmeadows United Sports Club Inc.; Bunurong Sporting Association Inc.; Church of Hungary of the Ancient Faith Inc.; Collingwood Unofficial Cheer Squad Inc.; Combined Charity Recyclers Victoria Inc.; Corowa Rutherglen United Soccer Club Inc.; Council of Fiji Institutions of Australia Inc.; Diamond Estate Inc.; Doveton Koorie Education Group Inc.; Experience Your World Inc.; Friendship on The Move Inc.; Giovani 2000 Inc.; Gisborne Aquatic Centre Appeal Inc.; Grainger Appreciation Society Inc.; Greater Dandenong Oromo Sports Club Inc.; Green and Gold Army Inc.; Griefconnect Inc.; HH United Kung Fu Inc.; Hodori Members Support Committee Inc.; Hospitality Employee's Association Inc.; Indian Restaurant and Catering Industry Association Inc.; Inquiry Agents Association (Vic) Inc.; Istok Macedonian Youth Organization Inc.; Japan Australian Rules Football Association (Aust) Inc.; Jhankar Cultural Promoters Inc.; Jubilee Children's Park Inc.; Karingal Place Inc.; Kelly Gang Motorcycle Club of Victoria Inc.; Khmer Education Centre Inc.; Koorie Dreamtime Creations Inc.; L.V.W.F.L. Latrobe Valley Womens Football League Inc.; Lankan Melodies Inc.; Latin American Professionals and Business People Association (ALDES) Inc.; Lilydale Hospital Auxiliary Inc.; Maffra and District Childrens Services Inc.; Marijuana Education Campaign Australia (M.E.C.A.) Inc.; Maroondah Gifted Children's Parents Association Inc.; Melbourne & Surrounds Marketing Inc.; Melbourne Aerobic Club Inc.; Melbourne Alternative & Attachment Parenting Inc.; Melbourne Armenian Cultural Festival Inc.; Melbourne Arts and Theatre Collective Inc.; Melbourne Association for Tuberculosis Eradication Inc.; Melbourne Aviation Society Inc.; Melbourne Bangla Club Inc.; Melbourne Business Council Inc.; Melbourne Chinese Teachers' Cultural & Social Club Inc.; Melbourne Chinese United Sports Association Inc.; Melbourne Chinese Welfare & Charitable Society Inc.; Melbourne City Radio Control Car Club Inc.; Melbourne City Soccer Club Inc.; Melbourne College of Contemporary Psychotherapy Inc.; Melbourne Croatia Soccer Club Inc.; Melbourne Curling Club Inc.; Melbourne Dedanist Inc.; Melbourne Dental Students' Society Inc.; Melbourne Dog Rescue Inc.; Melbourne Dragon Flies Inc.; Melbourne Dream Team Inc.; Melbourne Early Music Festival Inc.; Melbourne Mountain Racing Club Inc.; Melbourne Rugby League Inc.; Melbourne Vikings Rugby League Football Club Inc.; Melmaruvathur Suyambu Arulmigu Adhiparasakthi and Cultural Centre Inc.; Melton Valley Go Kart & Dirt Buggy Club Inc.; Mentone Hockey Centre Inc.; Middle Park Community Traders Association Inc.; Ministry 911 Inc.; Moata'a Rugby Club Melbourne Inc.; Moira Concerns Inc.; Mt. Anakie Lookout Tower Inc.; Narre Warren Schools Community Association Inc.; Nicholson Street Community House Inc.; Northern Thailand Golden Buddha Temple Inc.; Northgate Sporting Club Inc.; Ocean Grove Beach House Inc.; Ocean Grove Breakers Basketball Club Inc.; Odborza Idnina Na Makedonja Inc.; Omeo TV Committee Inc.; Operalive! Inc.; Ovens & Murray Speedway Association Inc.; P.A.R.C.Inc.; Pacific Island Youth Alive Inc.; Petroleum Marketers Association of Australia Inc.; Polycystic Ovarian Syndrome Association of Victoria Inc.; Port Fairy Boardriders Club Inc.; Preston Baseball Club Supporters Inc.; Preston Baseball Old Players Club Inc.; Preston Cycling Club Inc.; Preston Junior Baseball Club Inc.; Preston Knights Football Club Inc.; Preston R.S.L. Youth Club Inc.; Proactive Tenant Collective Inc.; Proactive Tenants Association Elsternwick Garden Arts Inc.; Quarry Hill Junior Football Club Inc.; Racing Junior Soccer Club Inc.; Rass Australia Inc.; Regional Youth & Performing Arts Foundation Inc.; Revitalising Rushworth Committee Inc.; Robinvale Euston Action Group Community Team Inc.; Saigon Old Boys Soccer Club Inc.; School Mentors Inc.; Seaford Foreshore Advancement Association Inc.; Shed Art Space & Found Project Space Inc.; Shengo Social Development Council (SSDC) Inc.;

Shepparton City Tornados Rugby League Club Inc.; Shunyata Inc.; Sino Culture Exchange Association Inc.; Small Business Foundation Inc.; Societie De Vin Inc.; Solid Equalizer Association of Solid Plasterers of Victoria Inc.; Somerville Spiritualist Church Inc.; Speedbird Cricket Club Melbourne Inc.; Speewa Gathering Place Inc.; Sporting Gundog Club Inc.; Springs of Life – Peace And Wealth Ministries Inc.; Springvale Knights Soccer Club Inc.; St. Kilda Artists Association Inc.; St. Kilda Islamic Society Inc.; Stratford Community Fund Inc.; Sudan Dinka Language School In Victoria Inc.; Swan Hill Musicians Club Inc.; The Calwell Community Promotion Committee Inc.; The Flinders and District Business Association Inc.; The Hardware Trades Social Club Inc.; The Melbourne Bobsleigh Club Inc.; The Millenium Christian Life Centre Inc.; The Nova Worldwide Wellness Institute Inc.; The Pacific Federation of Chinese Art & Literature Inc.; The Rotaract Club of Mount Martha Inc.; The TGG (Timbertop Grower Group) Inc.; The Victorian Arboricultural Association Inc.; The Womens Venture Inc.; Three Rivers Running Native Fish & Plants; Tourism Students Victoria (TSV) Inc.; Treading the Boards Theatre Company Inc.; Tzivos Hashem Inc.; Unemployment Benefit Club Inc.; United Arts Inc.; Victoria World Bright Spiritual Association Inc.; Victorian Team Penning Association Inc.; Victorian Balloon Fiesta Inc.; Voice of Khmer Youth Inc.; Waddy (War Against Developers Destroying Your Environment) Inc.; Warrnambool Surfriders Association Inc.; Well Productions Inc.; Western Region Chinese Senior Citizens Association (Victoria) Inc.; Western Terrace Community Inc.; Westgate Indo Chinese Community Association Inc.; Whitehorse Chinese Festival Inc.; Whittlesea Stallions Soccer Club Inc.; X-Factor Connexion Inc.; Yarra Valley Campsite Collective Inc.; Yarraville and District Residents / Ratepayers Association Inc.

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

Dated 26 March 2015

STEVEN SCODELLA  
Operations Manager  
PO Box 4567  
Melbourne, Victoria 3001

**Co-operatives National Law (Victoria)**

ROSEBUD PRIMARY SCHOOL  
CO-OPERATIVE LTD

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operative named above, notice is hereby given under section 601AA(4) of the Act, as applied by section 453 of the **Co-operatives National Law (Victoria)** that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and the registration will be dissolved.

Dated at Melbourne 26 March 2015

CLAIRE NOONE  
Registrar of Cooperatives

**Co-operatives National Law (Victoria)**

BRIGHTON BEACH PRIMARY SCHOOL  
CO-OPERATIVE LTD

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operative named above, notice is hereby given under section 601AA(4) of the Act, as applied by section 453 of the **Co-operatives National Law (Victoria)** that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and the registration will be dissolved.

Dated at Melbourne 26 March 2015

CLAIRE NOONE  
Registrar of Cooperatives

**Co-operatives National Law (Victoria)**

CAULFIELD SOUTH PRIMARY SCHOOL  
CO-OPERATIVE LIMITED

On application under section 601AB of the **Corporations Act 2001** (the Act), notice is hereby given under section 601AB(2) of the Act, as applied by section 453(a) of the **Co-operatives National Law (Victoria)**, that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and the registration will be dissolved.

Dated at Melbourne 26 March 2015

CLAIRE NOONE  
Registrar of Cooperatives

**Country Fire Authority Act 1958**

## VARIATION OF FIRE DANGER PERIOD

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

To terminate from 0100 hours on 30 March 2015:

- Campaspe Shire Council
- Gannawarra Shire Council
- Greater Bendigo City Council
- Horsham Rural City Council (Northern Part) That part north of the line described by the following: Harrow–Clear Lake Road, Jallumba–Douglas Road, Jallumba–Mockinya Road, Wonwondah–Toolondo Road, North East Wonwondah Road, Grampians Road, Wonwondah–Dadswells Bridge Road, Fulbrooks Road thence easterly to the Wimmera River
- Loddon Shire Council
- Macedon Ranges Shire Council
- Mount Alexander Shire Council
- West Wimmera Shire Council (Central East Part) That part north of the line described by the following: Natimuk–Frances Road, Lake Charliegrark Road, Kaniva–Edenhope Road, Sims Road, Charam–Wombelano Road, Wombelano Road and Harrow–Clear Lake Road
- Yarriambiack Shire Council (Remainder).

EUAN FERGUSON AFSM  
Chief Officer

On 26 January 2015, Mr George Steele (Registration No. 317828) was found guilty of serious incompetence and not fit to teach. Mr George Steele was also found to have engaged in misconduct.

On 11 March 2015, Mr George Steele's registration as a teacher in Victoria was cancelled, effective from 11 March 2015.

ANNE SARROS  
Chairperson  
Professional Conduct Committee  
Victorian Institute of Teaching

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

I, Peter Foster, District Manager, North West, Parks Victoria, as delegate of the Secretary to the Department of Environment, Land, Water and Planning, under section 57U of the **Forests Act 1958**, revoke the determination of the firewood collection area described in item 2 of the table in the determination made under section 57U of the **Forests Act 1958** on 26 February 2015 and published in the Government Gazette No. G 9, page 489, 5 March 2015.

This revocation comes into operation on the date on which it is published in the Government Gazette.

Dated 23 March 2015

PETER FOSTER  
District Manager North West  
Parks Victoria  
as delegate of the Secretary to the  
Department of Environment, Land,  
Water and Planning

**Education and Training Reform Act 2006**NOTIFICATION CANCELLING THE  
REGISTRATION OF A TEACHER

Pursuant to section 2.6.46 of the **Education and Training Reform Act 2006** (the Act), the Victorian Institute of Teaching (the Institute) may find a teacher has engaged in serious misconduct/serious incompetence and/or is not fit to teach and may make a determination pursuant to subsection 2.6.46(2) to cancel the registration of the teacher.

**Back to Work Act 2015**NOTICE OF ELIGIBILITY CRITERIA FOR PAYMENTS UNDER THE  
BACK TO WORK SCHEME

I, Tim Pallas, Treasurer, pursuant to section 5 of the **Back to Work Act 2015** determine that the following criteria shall govern the eligibility for payments under the Back to Work Scheme.

Dated 25 March 2015

TIM PALLAS MP  
Treasurer

**Back to Work Act 2015****Eligibility Criteria**

1. The employer must be an eligible employer (see item 1 below).
2. The employee must be an eligible employee (see item 2 below).
3. The job must be an eligible job (see item 3 below).
4. The amount of the payment will be the amount specified at item 4 below.
5. A claim for a payment under the Back to Work Scheme must be made within the time specified at item 5 below.

Item	Term	Definition	Explanatory Note
1	<b>Eligible employer</b>	An employer other than: (i) an employer with a poor workplace safety record; or (ii) the Crown in any of its capacities; or (iii) a municipal council; or (iv) a public, local or municipal body or authority constituted under a law of the Commonwealth or of a State or Territory; or (v) other government and foreign government representatives and international agencies as specified in Division 7 and 8 of Part 4 of the <b>Payroll Tax Act 2007</b> .	An employer has a poor workplace safety record if that employer has been convicted or found guilty of an offence under legislation administered and enforced by the Victorian WorkCover Authority (WorkSafe), or for a related offence prosecuted by WorkSafe under the <b>Crimes Act 1958</b> : <ul style="list-style-type: none"> <li>• within five years prior to the date the eligible employee commenced employment; or</li> <li>• if the conviction or finding of guilt related to a workplace fatality, within seven years prior to the date the eligible employee commenced employment.</li> </ul>

Item	Term	Definition	Explanatory Note
2	<b>Eligible employee</b>	<p>A person employed by the eligible employer who:</p> <ul style="list-style-type: none"> <li>• is a young unemployed person, or</li> <li>• is a long-term unemployed person, or</li> <li>• is a retrenched worker; and</li> <li>• commenced employment with the eligible employer on or after 1 April 2015 and on or before 31 March 2017.</li> </ul>	<p>A <b>young unemployed person</b> is a person who:</p> <ul style="list-style-type: none"> <li>• is aged between 15 and 25 (inclusive) at the time they commence employment with the eligible employer; and</li> <li>• before commencing employment with the eligible employer, had been unemployed for a continuous period of at least 3 months and had been actively looking for full-time or part-time work during that time.</li> </ul> <p>A <b>long-term unemployed person</b> is a person who, before commencing employment with the eligible employer, had been unemployed for a continuous period of at least 52 weeks and had been actively looking for full-time or part-time work during that time.</p> <p>A <b>retrenched worker</b> is an employee who lost their last job because;</p> <ol style="list-style-type: none"> <li>1) their job was made redundant (i.e. the job was no longer needed) or their employer became insolvent or bankrupt; or</li> <li>2) they were a person that has had their Training Contract (in a vocation defined by the Victorian Registration and Qualifications Authority (VRQA) as an apprenticeship in an Approved Training Scheme within the meaning of the <b>Education and Training Reform Act 2006</b>) cancelled due to lack of work from the employer and is actively seeking a new employer to resume and complete an apprenticeship (in a vocation defined by the VRQA as an apprenticeship in an Approved Training Scheme within the meaning of the <b>Education and Training Reform Act 2006</b>) in the same or closely aligned (including superseding) qualification (ie: <b>out of trade apprentice</b>).</li> </ol>

Item	Term	Definition	Explanatory Note
3	<b>Eligible job</b>	<p>A job offered by an eligible employer:</p> <ul style="list-style-type: none"> <li>● that is a Victorian job;</li> <li>● that is a full-time or part-time ongoing job, but not a casual job; and</li> <li>● where the wage or salary does not exceed the salary limit.</li> </ul>	<p>A <b>Victorian job</b> is a job which is connected to Victoria within the meaning of section 37 of the <b>Workplace Injury Rehabilitation and Compensation Act 2013</b>.</p> <p>A <b>full-time job</b> is a job which requires, on average, at least 35 hours of work each week and which entitles the employee to at least the minimum standards of paid sick leave and annual leave under the National Employment Standards for a full time employee.</p> <p>A <b>part-time job</b> is a job which requires, on average, less than 35 hours of work per week but at least 20 hours per week and which entitles the employee to at least the minimum standards of paid sick leave and annual leave under the National Employment Standards for a part-time employee.</p> <p>A <b>casual job</b> is a job which does not have any guaranteed hours of work and/or which does not entitle the employee to any paid sick leave or annual leave entitlements.</p> <p>The <b>salary limit</b> for a <b>full-time job</b> is 1.5 times the Average Weekly Earnings (AWE). The AWE is the Australian Average Weekly Ordinary Time Earnings for Full-Time Adults reported by the ABS as at the date of the commencement of the employment of the eligible employee.</p> <p>The <b>salary limit</b> for a <b>part-time job</b> is to be calculated as follows:</p> $n/35 \times \text{salary limit for a full-time job}$ <p>where <math>n</math> is the number of hours of work the part-time job requires, on average, per week.</p>



Item	Term	Definition	Explanatory Note
4	<b>Payment amounts</b>	<p>The total amount available over the life of the Scheme is \$100 million.</p> <p>An eligible employer that employs an eligible employee is entitled to the following financial assistance:</p> <ul style="list-style-type: none"> <li>● long-term unemployed person in a full-time job – <b>\$2,000</b></li> <li>● long-term unemployed person in a part-time job – <b>\$1,500</b></li> <li>● young unemployed person, or retrenched worker in a full-time job – <b>\$1,000</b></li> <li>● young unemployed person, or retrenched worker in a part-time job – <b>\$750</b>.</li> </ul>	
5	<b>Claims</b>	<p>Claims from eligible employers may be lodged with the State Revenue Office after <b>three (3) months</b> from the day on which the eligible employee commences employment, other than for a retrenched worker who is an <b>out of trade apprentice</b>, in which case the claim may be lodged on or after the commencement of employment of the <b>out of trade apprentice</b>.</p> <p>Claims must be lodged within <b>nine (9) months</b> after the day on which the eligible employee commences employment.</p>	

**Electricity Industry Act 2000**  
**Gas Industry Act 2001**  
ONLINE POWER AND GAS PTY LTD  
Standard Retail Terms and Conditions

## INTRODUCTION

This contract 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 contract, 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 National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

*Note for Victorian customers:* For Victorian customers, until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria (referred to as 'NECF implementation in Victoria'), the energy laws applicable in Victoria are the **Electricity Industry Act 2000**, the **Gas Industry Act 2001** and the Energy Retail Code made by the Essential Services Commission. For customers in Victoria, prior to NECF implementation in Victoria all references to the National Energy Retail Law and Rules in this contract should be read as references to the Energy Retail Code unless stated otherwise.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website. (*Note for Victorian customers:* There are no gas customer connection contracts in Victoria.) More information about this contract and other matters is on our website, [www.onlinepowerandgas.com.au](http://www.onlinepowerandgas.com.au)

### 1 THE PARTIES

This contract is between:

Online Power and Gas Pty Ltd, who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and

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

### 2 DEFINITIONS AND INTERPRETATION

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

### 3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

#### 3.1 These are our terms and conditions

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

#### 3.2 Application of these terms and conditions

These terms and conditions apply to you if:

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

### **3.3 Electricity or gas**

Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

## **4 WHAT IS THE TERM OF THIS CONTRACT?**

### **4.1 When does this contract start?**

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes.

### **4.2 When does this contract end?**

- (a) This contract ends:
  - (i) if you give us a notice stating you wish to end the contract – 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 contract – 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 customer retail contract – on the date the market retail contract starts; 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 Rules 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 contract 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 contract continue despite the end of the contract, 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 contract.
- (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 until your contract ends in accordance with clause 4.2 of this contract.

## **5 SCOPE OF THIS CONTRACT**

### **5.1 What is covered by this contract?**

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract 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 contract ends under clause 4.2 even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this contract; and
  - (iii) to meet your obligations under this contract and the energy laws.

## 5.2 What is not covered by this contract?

This contract 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. *Note for Victorian customers:* There are no gas customer connection contracts in Victoria.

## 6 YOUR GENERAL OBLIGATIONS

### 6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. 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 or your distributor. 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 or your distributor 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 and the quality, pressure and continuity of your gas 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 contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail 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.

*Note for Victorian customers:* Prior to NECF implementation in Victoria, the reference to the NERL in clause 7(c) is a reference to, in the case of electricity, section 120 of the National Electricity Law as set out in the Schedule to the **National Electricity (South Australia) Act 1996** or, in the case of gas, to section 232 of the Gas Industry Act or section 33 of the **Gas Safety Act 1997**.

## **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 contract 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 contract.*

### **8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in 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.

### **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 contract 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 contract 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. 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.

## 9.2 Calculating the bill

Bills we send to you ('your bills') 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 Rules); and
- (b) the amount of fees and charges for any other services provided under this contract 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. *Note for Victorian customers:* In Victoria, a retailer must obtain a customer's 'explicit informed consent' to base the customer's bill on an estimation, 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 due date for payment which will be not less than 6 business days after we issue the notice.

### 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 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 National Energy Retail Law and the Rules 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 less than \$100, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$100 or more, 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. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid. *Note for Victorian customers:* Customers in Victoria are not required to pay for a meter check or test in advance.

- (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 Rules.

#### **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 Rules.

#### **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 contract:
  - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; 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 within 10 business days.

#### **13.4 Return of security deposit**

- (a) We must return your security deposit and any accrued interest in the following circumstances:
  - (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 contract, you stop purchasing energy at the relevant premises under this contract.
- (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 Rules, 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 contract; or
- (e) we are otherwise entitled or required to do so under the Rules 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 Rules. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

**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 3.00 pm; or

*Note for Victorian customers:* The protected period for a residential customer in Victoria is before 8.00 am or after 2.00 pm. The protected period for a business customer in Victoria is before 8.00 am or after 3.00 pm.

(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; or

(v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

*Note for Victorian customers:* Paragraph (v) does not apply in Victoria.

(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 you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

*Note for Victorian customers:* Victorian customers may be disconnected if it is permitted under their connection contract or under the applicable energy laws.

(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 contract 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 contract and the Rules; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 17 NOTICES AND BILLS

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract 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 contract 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 contract cannot meet an obligation under this contract 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 contract.

## 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 National Energy Retail Law and the Rules 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 contract will come to an end.

## 23 GENERAL

### 23.1 Our obligations

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

### 23.2 Amending this contract

- (a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law. *Note for Victorian customers:* For Victorian customers the procedures are set out in section 40A of the Electricity Industry Act and section 48 Gas Industry Act.
- (b) We must publish any amendments to this contract 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;

**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 for the provision of customer connection services;

*Note for Victorian customers:* There are no gas customer connection contracts in Victoria.

**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;

*Note for Victorian customers:* In Victoria, **Electricity Industry Act** means the **Electricity Industry Act 2000**.

**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 or gas;

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

*Note for Victorian customers:* In Victoria Energy Retail Code means the Energy Retail Code Version 11 dated 13 October 2014 produced by the Essential Services Commission Victoria and as amended from time to time.

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

*Note for Victorian customers:* In Victoria, **Gas Industry Act** means the **Gas Industry Act 2001**.

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

**National Energy Retail Law** means the Law of that name that is applied by each participating State and Territory;

**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 National Energy Retail Law;

*Note for Victorian customers:* In Victoria, the Retailer of Last Resort scheme is under the Electricity Industry Act or the Gas Industry Act.

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law;

**security deposit** means an amount of money paid to us as security against nonpayment of a bill in accordance with the Rules;

**small customer** means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

*Note for Victorian customers:* In Victoria, a small customer is a 'domestic or small business customer' as defined in the Electricity Industry Act or the Gas 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.

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**Livestock Disease Control Act 1994**  
ORDER DECLARING A CONTROL AREA FOR  
MENANGLE VIRUS (PORCINE PARAMYXOVIRUS) AND  
BUNGOWANNAH VIRUS (PORCINE MYOCARDITIS)

Pursuant to section 29 of the **Livestock Disease Control Act 1994** (the Act), I, Jaala Pulford, Minister for Agriculture, make the following Order declaring an area to be a control area for the purpose of preventing, controlling or eradicating the exotic diseases Menangle virus (porcine paramyxovirus) and Bungowannah virus (porcine myocarditis) and specifying the prohibitions, restrictions and requirements which are to operate in the control area.

**1. Control Area**

I declare the State of Victoria to be a control area in respect of the exotic diseases Menangle virus (porcine paramyxovirus) and Bungowannah virus (porcine myocarditis).

**2 Prohibitions, restrictions and requirements**

I specify the following prohibitions, restrictions and requirements that are to operate in the control area:

- 2.1 A person who dispatches a pig for sale at a saleyard or for slaughter at an abattoir must, no later than the time of delivery, provide the person receiving the pig with a declaration under section 18A of the **Stock (Seller Liability and Declarations) Act 1993** (National Vendor Declaration).
- 2.2 A person who dispatches a pig to a place that is not a saleyard or an abattoir must, no later than the time of delivery, provide the person receiving the pig with a National Vendor Declaration.
- 2.3 Clause 2.2 does not apply if the dispatching of the pig does not involve a change of ownership and:
  - (a) the property from which the pig was dispatched can otherwise be identified at any time during the life of the pig; or
  - (b) the pig is dead at the time of the dispatch and is dispatched to a knackery.
- 2.4 A person who receives a National Vendor Declaration in accordance with subclauses 2.1 or 2.2 must retain the form for 3 years and make it available to an Inspector authorised under the Act on request.
- 2.5 A person who receives a National Vendor Declaration as a selling agent must provide a copy of the National Vendor Declaration to the purchaser of any pig to which the National Vendor Declaration relates.

**3 Classes and descriptions of livestock affected by this declaration:**

The following classes and descriptions of livestock are affected by this Order:

Pigs.

This Order has effect for 12 months from the day it is published in the Government Gazette.

Dated 22 March 2015

JAALA PULFORD MP  
Minister for Agriculture

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**Magistrates' Court Act 1989**NOTICE SPECIFYING MAGISTRATE ASSIGNED TO  
THE FAMILY VIOLENCE COURT DIVISION

Pursuant to section 4H(3) of the **Magistrates' Court Act 1989**, I assign the following magistrate to the Family Violence Court Division of the Magistrates' Court of Victoria:

Franz Holzer

Dated 17 March 2015

PETER LAURITSEN  
Chief Magistrate

**Pharmacy Regulation Act 2010**

## VICTORIAN PHARMACY AUTHORITY

## Fees

Pursuant to section 104 of the **Pharmacy Regulation Act 2010**, the Victorian Pharmacy Authority has fixed the following fees for a period of 12 months commencing 1 May 2015.

<b>PROVISION</b>	<b>FEE (\$)</b>
<b>Licences</b>	
Annual licence – individual	\$209.65
Annual licence – corporate	\$469.05
Annual licence – hospital	\$275.90
<b>Registration</b>	
Annual registration – pharmacy business	\$209.60
Annual registration – pharmacy department	\$209.60
Annual registration – pharmacy depot	\$55.15
<b>Applications</b>	
Application for registration of pharmacy business	\$314.50
Application for registration of pharmacy department	\$386.25
Application for registration of pharmacy depot	\$55.15
Application for approval of alterations to a registered pharmacy business	\$314.50
Application for licence to carry on a pharmacy business	\$248.30
Application for approval to practise in special circumstances section 29(1)(b)	\$110.30
<b>Other fees</b>	
Site re-inspection	\$314.50

The above fees are exempt from GST (Division 81).

Dated 18 March 2015

STEPHEN MARTY  
Registrar  
Victorian Pharmacy Authority

**Subordinate Legislation Act 1994**

## NOTICE OF PREPARATION OF A REGULATORY IMPACT STATEMENT

## Port Management (Local Ports) Regulations 2015

Notice is given that, in accordance with section 11 of the **Subordinate Legislation Act 1994**, a Regulatory Impact Statement (RIS) has been prepared in relation to the proposed Port Management (Local Ports) Regulations 2015.

The proposed Regulations, to be made under the **Port Management Act 1995**, will replace the Port Management (Local Ports) Regulations 2004 which expire on 28 June 2015.

The objectives of the proposed Regulations are to prescribe various matters relating to the safe, efficient and effective management of Victoria's 14 local ports.

The proposed Regulations represent a streamlined and modernised version of the existing regulations including a focus on:

- minimising the risks to personal safety associated with activities undertaken in local ports as far as practicable;
- ensuring equitable access to, and the protection of, facilities in local ports by a range of users wishing to undertake a range of different activities; and
- minimising pollution and other environmental harms as far as practicable.

The RIS assesses the costs and benefits of the proposed Regulations and possible alternatives. Three options were assessed for their capacity to address safety issues, manage competing uses, minimise harm and reduce administrative burdens. The preferred option is to make the proposed Regulations.

To read the proposed Regulations, obtain a copy of the RIS, provide feedback online or find out more about information sessions, visit <http://www.vic.gov.au/local-ports-regulations>, or telephone the Department of Economic Development, Jobs, Transport and Resources on 8392 6466 or by email, [localports@ecodev.vic.gov.au](mailto:localports@ecodev.vic.gov.au)

Public comments are invited on the RIS and the proposed Regulations. All comments must be in writing, and should be marked 'Local Ports Regulations', and received at one of the following addresses by no later than 5.00 pm on Monday 27 April 2015:

By post to: Local Ports Regulations, Department of Economic Development, Jobs, Transport and Resources, GPO Box 2392, Melbourne, Victoria 3001

By email to: [localports@ecodev.vic.gov.au](mailto:localports@ecodev.vic.gov.au)

All comments and submissions will be treated as public documents, unless the person making the comment or submission requests that it not be publicly available.

Dated 23 March 2015

HON. LUKE DONNELLAN MP  
Minister for Ports

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**Veterinary Practice Act 1997**

## ENDORSEMENT OF REGISTRATION AS A SPECIALIST PRACTITIONER

Under section 8 of the **Veterinary Practice Act 1997**, the following veterinary practitioner has been granted endorsement of registration as a specialist practitioner by the Veterinary Practitioners Registration Board of Victoria.

<i>SPEC NO.</i>	<i>NAME</i>	<i>SPECIALISATION</i>
161	Bateman, Fiona L.	Veterinary Medicine Dermatology (VMDE)

Dated 4 March 2015

MS LOUISA KING  
Registrar  
Veterinary Practitioners Registration Board of Victoria

**Veterinary Practice Act 1997**

## ENDORSEMENT OF REGISTRATION AS A SPECIALIST PRACTITIONER

Under section 8 of the **Veterinary Practice Act 1997**, the following veterinary practitioner has been granted endorsement of registration as a specialist practitioner by the Veterinary Practitioners Registration Board of Victoria.

<i>SPEC NO.</i>	<i>NAME</i>	<i>SPECIALISATION</i>
160	Martig, Sandra	Veterinary Radiology (VR)

Dated 4 March 2015

MS LOUISA KING  
Registrar  
Veterinary Practitioners Registration Board of Victoria

**Veterinary Practice Act 1997**

## ENDORSEMENT OF REGISTRATION AS A SPECIALIST PRACTITIONER

Under section 8 of the **Veterinary Practice Act 1997**, the following veterinary practitioner has been granted endorsement of registration as a specialist practitioner by the Veterinary Practitioners Registration Board of Victoria.

<i>SPEC NO.</i>	<i>NAME</i>	<i>SPECIALISATION</i>
159	Piripi, Susan A.	Veterinary Pathobiology Anatomic (VPA)

Dated 14 January 2015

MS LOUISA KING  
Registrar  
Veterinary Practitioners Registration Board of Victoria



**Victorian Managed Insurance Authority Act 1996**

## DECLARATION OF PARTICIPATING BODY

I, Robin Scott MP, being the Minister responsible for administering the **Victorian Managed Insurance Authority Act 1996** (the Act), pursuant to section 4(1)(c) of the Act, hereby declare the entity specified below to be a participating body for the purposes of the Act.

Greater Sunraysia Pest Free Area Industry Development Committee

This declaration remains valid until revoked.

Dated 11 March 2015

ROBIN SCOTT MP  
Minister for Finance  
Minister for Multicultural Affairs

## WILDLIFE (GAME) REGULATIONS 2012

Notification of Hog Deer Checking Station Locations,  
Opening Times and Requirements Relating to those Stations

I, Greg Hyams, Chief Executive Officer of the Game Management Authority, under regulation 67 of the Wildlife (Game) Regulations 2012 (the Regulations), give notice that –

- a) under regulation 67(1) of the Regulations, I nominate the places specified in the Schedule below as Hog Deer Checking Stations for the purpose of recording biological, physical and other information about Hog Deer taken by hunters during the 2015 open season; and
- b) Hog Deer Checking Stations are located at the addresses specified in the Schedule and are open at the times specified in the Schedule; and
- c) in accordance with regulation 67(3)(b) of the Regulations, I require that upon taking a Hog Deer carcass to a Hog Deer Checking Station under regulation 67(3)(a) of those Regulations, hunters must provide the jawbone and a tissue sample from each Hog Deer for the purpose of examination for any disease, disorder or other physical condition of the Hog Deer.

**SCHEDULE****Bairnsdale**

720 Riverbank East Road, Bairnsdale, approximately 8.5 km south of Princes Highway.

Hours of operation – By appointment only. Seven days a week, 8.00 am to 8.00 pm.

Telephone number – 0415 998 926.

**Golden Beach**

23–29 Starglow Way, Golden Beach.

Hours of operation – By appointment only. Seven days a week, 8.30 am to 1.30 pm.

Telephone number – 0417 377 702.

**Leongatha**

Department of Environment, Land, Water and Planning Depot, 18–20 Ashendon Street, Leongatha.

Hours of operation – By appointment only. Seven days a week, 8.00 am to 8.00 pm.

Telephone number – (03) 5662 2094 or 0408 623 738.

**Sunday Island**

Sunday Island (members of Para Park Cooperative Game Reserve Ltd only).

Hours of operation – all hours.

Telephone number – (03) 5182 5959.

Note: The open season for Hog Deer commences 30 minutes before sunrise on 1 April 2015 and ends 30 minutes after sunset on 30 April 2015.

GREG HYAMS  
Chief Executive Officer  
Game Management Authority

**Planning and Environment Act 1987**  
**MORNINGTON PENINSULA PLANNING SCHEME**  
**Notice of Approval of Amendment**  
**Amendment C174 (Part 1)**

The Minister for Planning has approved Amendment C174 (Part 1) to the Mornington Peninsula Planning Scheme.

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

The Amendment implements the findings of the Mornington Peninsula Shire Heritage Review – Area 1 (Mount Eliza, Mornington and Mount Martha) by applying the Heritage Overlay to a number of properties and updating reference documents.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at <http://www.delwp.vic.gov.au/public-inspection> and free of charge, during office hours, at the offices of the Mornington Peninsula Shire Council: 21 Marine Parade, Hastings; 2 Queen Street, Mornington; and 90 Besgrove Street, Rosebud.

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

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## ORDERS IN COUNCIL

### Crown Land (Reserves) Act 1978 NOTICE OF INTENTION TO REVOKE TEMPORARY RESERVATIONS

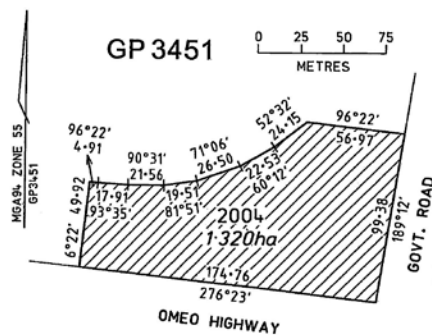
#### Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** gives notice of intention to revoke the following temporary reservations:

**ARARAT** – The temporary reservation by Order in Council of 9 December, 1878 of an area of 423.30 hectares, more or less, of land in the Parish of Ararat [formerly municipal district of Ararat] as a site for Public Recreation, revoked as to part by various Orders in Council **so far only as** the portion containing 1.333 hectares, being Crown Allotment 2050, Parish of Ararat as indicated by hatching on plan GP3469 hereunder. – (GP3469) – (050582)



**ESKDALE** – The temporary reservation by Order in Council of 15 August, 1898 of an area of 22.26 hectares, more or less, of land in the Township of Eskdale, Parish of Tallandoon as a site for Racecourse and Public Recreation, **so far only as** the portion containing 1.320 hectares, being Crown Allotment 2004, Township of Eskdale, Parish of Tallandoon as indicated by hatching on plan GP3451 hereunder. – (GP3451) – (1104226)



**CANN RIVER** – The temporary reservation by Order in Council of 16 May, 1978 of an area of 2148 square metres of land being Crown Allotment 2A, Section 7, Township of Cann River, Parish of Noorinbee as a site for Public Purposes (National Park Service purposes). – (Rs 10489)

**JAMIESON** – The temporary reservation by Order in Council of 8 August, 1864 of an area of 4856 square metres, more or less, of land in the Township of Jamieson, Parish of Jamieson as a site for Goal and Police purposes, revoked as to part by Orders in Council of 19 September, 1938 and 28 May, 1991 **so far only as** the portion containing 1742 square metres, being Crown Allotment 2009, Township of Jamieson, Parish of Jamieson as shown on Plan OP123499 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (Rs 7806)

**TYNTYNDER WEST** – The temporary reservation by Order in Council of 11 June, 1952 of an area of 1315 square metres, of land in the Parish of Tyntynder West (now described as Crown Allotment 11B) as a site for Police purposes. – (Rs 6923)

**GLENTHOMPSON** – The temporary reservation by Order in Council of 8 April, 1867 of an area of 8094 square metres of land in the Township of Glenthompson, (formerly Parish of Yuppeckiar), now described as Crown Allotment 11, Section 1, as a site for Common School purposes, revoked as to part by Order in Council of 7 March, 1995 so far as the balance remaining containing 7225 square metres, more or less. – (Rs 6797)

**GLENTHOMPSON** – The temporary reservation by Order in Council of 10 October, 1905 of an area of 3075 square metres, more or less, of land in the Township of Glenthompson, Parish of Yuppeckiar, now described as Crown Allotment 12, Section 1, as a site for a State School, in addition to and adjoining the site temporarily reserved as a site for Common School purposes by Order in Council of 8 April, 1867. – (Rs 6797)

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

Dated 25 March 2015

Responsible Minister  
HON LISA NEVILLE MP  
Minister for Environment, Climate Change  
and Water

YVETTE CARISBROOKE  
Clerk of the Executive Council

### Crown Land (Reserves) Act 1978

#### REVOCATION OF TEMPORARY RESERVATIONS

##### Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** revokes the following temporary reservations:

**GEELONG** – The temporary reservation by Order in Council of 12 October, 1976 of an area of 4398 square metres of land being Crown Allotment 3A, Section 107, City of Geelong, Parish of Corio as a site for Public purposes (Departmental Depot). – (Rs 10062)

**HADDON** – The temporary reservation by Order in Council of 23 April, 1877 of an area of 6.06 hectares, more or less, of land being Crown Allotment 17B, Section 12, Parish of Haddon as a site for Watering and Quarrying purposes. – (Rs 13592)

**MEENIYAN** – The temporary reservation by Order in Council of 15 February, 2011 of an area of 1252 square metres of land in being Crown Allotment 25, Section 1, Township of Meeniyana, Parish of Nerrena as a site for Public purposes (Emergency Services purposes). – (2019070)

**RICHMOND** – The temporary reservation by Order in Council of 21 June, 1955 of an area of 1.163 hectares, more or less, of land in the City of Richmond, Parish of Jika Jika (now described as Crown Allotment 8N) as a site for a Children's Playground, and temporarily reserved for the additional purpose of Public Recreation by Order in Council of 5 January, 1983 **so far only** as the portion containing 109 square metres, being Crown Allotment 2033, City of Richmond, Parish of Jika Jika as shown on Plan No. OP123449 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (1204370)

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

Dated 25 March 2015

Responsible Minister  
HON LISA NEVILLE MP  
Minister for Environment, Climate Change  
and Water

YVETTE CARISBROOKE  
Clerk of the Executive Council

### Crown Land (Reserves) Act 1978

#### TEMPORARY RESERVATION OF CROWN LANDS

##### Order in Council

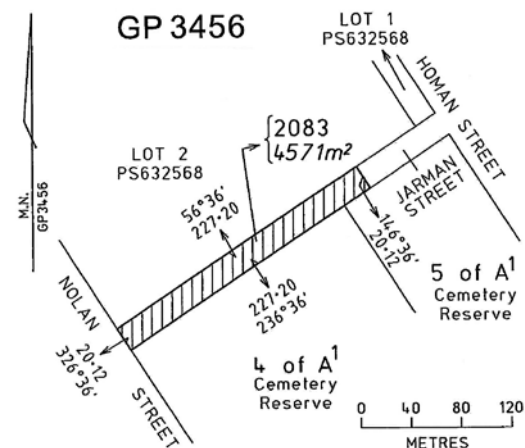
The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown lands which in his opinion are required for the purposes mentioned:–

#### MUNICIPAL DISTRICT OF THE EAST GIPPSLAND SHIRE COUNCIL

**BETKA** – Public purposes (Aerodrome purposes); total area 296 hectares, more or less, being Crown Allotments 1, 1A and 2005, Parish of Betka as shown hatched on Plan No. LEGL./13-257 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (2006882)

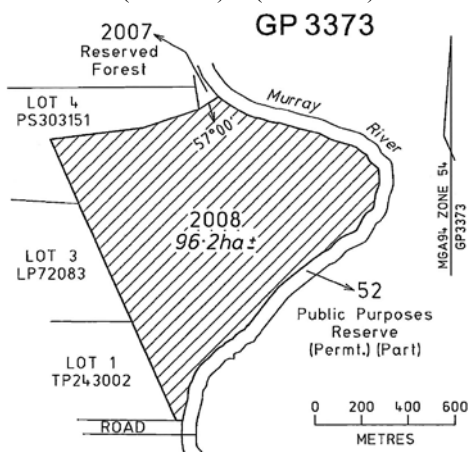
#### MUNICIPAL DISTRICT OF THE SHIRE OF CAMPASPE

**ECHUCA** – Cemetery purposes; area 4571 square metres, being Crown Allotment 2083, Township of Echuca, Parish of Wharparilla as indicated by hatching on plan GP3456 hereunder. – (GP3456) – (0607452)



MUNICIPAL DISTRICT OF THE  
MILDURA RURAL CITY COUNCIL

KARADOC – Preservation of an area of ecological significance; area 96.2 hectares, more or less, being Crown Allotment 2008, Parish of Karadoc as shown hatched on plan GP3373 hereunder. – (GP3373) – (L6-11363)



MUNICIPAL DISTRICT OF THE  
MILDURA RURAL CITY COUNCIL

KARADOC – Preservation of an area of ecological significance; total area 1217 hectares, more or less, being Crown Allotments 54, 55 & 56, Parish of Karadoc as shown hatched on Plan No. LEGL./13-223 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (01L5-1182)

MUNICIPAL DISTRICT OF THE  
SWAN HILL RURAL CITY COUNCIL

NARRUNG – Preservation of an area of ecological significance; area 21.2 hectares, more or less, being Crown Allotment 3B, Parish of Narrung as shown hatched on Plan No. LEGL./13-006 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (2020736)

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

Dated 25 March 2015

Responsible Minister  
HON LISA NEVILLE MP  
Minister for Environment, Climate Change  
and Water

YVETTE CARISBROOKE  
Clerk of the Executive Council

**Crown Land (Reserves) Act 1978**

SPECIFY PURPOSE OF PERMANENTLY  
RESERVED CROWN LAND

Order in Council

The Governor in Council under section 4(5) of the **Crown Land (Reserves) Act 1978** specifies that the following Crown land, which is permanently reserved for an unspecified purpose, be permanently reserved for the Preservation of an area of ecological significance:–

MUNICIPAL DISTRICT OF THE  
MILDURA RURAL CITY COUNCIL

KARADOC – Total area 84.3 hectares, more or less, being Crown Allotments 2001 & 53, Parish of Karadoc as shown **cross-hatched** on Plan No. LEGL./13-223 lodged in the Central Plan Office of the Department of Environment, Land, Water and Planning. – (01L5-1182)

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

Dated 25 March 2015

Responsible Minister  
HON LISA NEVILLE MP  
Minister for Environment, Climate Change  
and Water

YVETTE CARISBROOKE  
Clerk of the Executive Council

**Crown Land (Reserves) Act 1978**

AMENDMENT OF TEMPORARY  
RESERVATIONS – PORT MELBOURNE

Order in Council

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** amends the following Orders in Council:–

PORT MELBOURNE – The Order in Council made on 19 October, 1926 and published in the Government Gazette on 27 October, 1926 of the temporary reservation of an area of 1 rood 35 perches [1897 square metres] of land in the City of Port Melbourne, Parish of Melbourne South (now described as Crown Allotment 1, Section 13A) as a ‘Site for an Institution for Public Instruction (Kindergarten)’; and

PORT MELBOURNE – The Order in Council made on 12 June, 1985 and published in the Government Gazette on 19 June, 1985 of the temporary reservation of an area of 890 square

metres of land being Crown Allotment 2B, Section 13A, City of Port Melbourne, Parish of Melbourne South as a site 'for Kindergarten'.

...by deletion of the words 'Site for an Institution for Public Instruction (Kindergarten)' and 'For Kindergarten' from the respective Orders and the substitution therefor of the words 'Community purposes'.

File Ref: Rs 3376 [1204270]

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

Dated 25 March 2015

Responsible Minister

HON LISA NEVILLE MP

Minister for Environment, Climate Change and Water

YVETTE CARISBROOKE  
Clerk of the Executive Council

### **Education and Training Reform Act 2006**

#### APPOINTMENT OF MEMBERS TO THE ADULT, COMMUNITY AND FURTHER EDUCATION BOARD

##### Order in Council

The Governor in Council under sections 3.3.10(1) and 3.3.11 and clause 2(1) of the **Education and Training Reform Act 2006** appoints Madeleine Laming and Sally Brennan as members of the Adult, Community and Further Education Board.

The terms and conditions of the appointments are contained in the attached Schedule.

Dated 25 March 2015

Responsible Minister:

THE HON. STEVE HERBERT, MP

Minister for Training and Skills

YVETTE CARISBROOKE  
Clerk of the Executive Council

### **Education and Training Reform Act 2006**

#### APPOINTMENT OF MEMBERS TO THE ADULT, COMMUNITY AND FURTHER EDUCATION BOARD

##### SCHEDULE TO THE ORDER IN COUNCIL

#### **1. Appointment Arrangements**

Members are appointed on a part-time basis.

#### **2. Period of Appointment**

The period of appointment is from the date of the Order to 1 February 2018 (both dates inclusive).

#### **3. Duties and responsibilities of the position**

Section 3.3.3 of the **Education and Training Reform Act 2006** (the Act) states that the main functions of the Adult, Community and Further Education Board (the Board) are to plan for and promote adult learning, allocate resources, develop policies and advise the Minister for Training and Skills on matters related to adult, community and further education.

**4. Termination Arrangements**

Clause 2(3) of Schedule 2 to the Act, stipulates that the office of a member becomes vacant if the member becomes bankrupt, is found guilty of an offence which is, or which would if committed in Victoria be, an indictable offence or is absent from 3 consecutive meetings of the Board without the leave of the Chairperson or in the case of the Chairperson without the Minister's leave.

**5. Payment Provisions**

Under clause 3(1) of Schedule 2 to the Act the members of the ACFE Board are entitled to receive the remuneration and fees that are fixed in the member's instrument of appointment or are fixed from time to time by the Governor in Council. The current remuneration for eligible Board members is a sitting fee of \$342 per full day or \$171 per half day Board commitment. Madeleine Laming and Sally Brennan are eligible for remuneration.

**6. Superannuation Obligations**

Superannuation will be paid in accordance with the Commonwealth **Superannuation Guarantee (Administration) Act 1992**.

**7. Travel and Personal Expenses Arrangements**

Under clause 3(1) of Schedule 2 to the Act the members of the ACFE Board are entitled to receive the personal and travelling expenses that are fixed in the member's instrument of appointment or are fixed from time to time by the Governor in Council. Expenses will be paid in accordance with normal public service practices.

**8. Leave Arrangements**

There are no leave provisions for these part-time statutory positions.

**9. Prior Service**

Prior service is not applicable for long service or leave entitlement.

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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:

16. *Statutory Rule:* Wildlife (State Game Reserves) Amendment Regulations 2015  
*Authorising Act:* Wildlife Act 1975  
*Date first obtainable:* 24 March 2015  
*Code A*
17. *Statutory Rule:* Forests (Recreation) Amendment Regulations 2015  
*Authorising Act:* Forests Act 1958  
*Date first obtainable:* 24 March 2015  
*Code A*
18. *Statutory Rule:* National Parks Amendment Regulations 2015  
*Authorising Act:* National Parks Act 1975  
*Date first obtainable:* 24 March 2015  
*Code A*
19. *Statutory Rule:* Racing (Specified Race-course) Amendment Regulations 2015  
*Authorising Act:* Racing Act 1958  
*Date first obtainable:* 24 March 2015  
*Code A*
-

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