



Victoria Government Gazette

By Authority of Victorian Government Printer

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The last Special Gazette was No. 193 dated 24 April 2018.

The last Periodical Gazette was No. 1 dated 17 May 2017.

How To Submit Copy

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

PRIVATE ADVERTISEMENTS

Aerodrome Landing Fees Act 2003

AERODROME FEES NOTICE

Avalon Airport Australia Pty Ltd gives notice that the following fees have, under the **Aerodrome Landing Fees Act 2003** ('Act'), been fixed and operate at Avalon Airport on and from 1 May 2018.

A fee per use of services and facilities associated with Avalon Airport, including (but not limited to) airport infrastructure, Instrument Landing Systems and Navigational Aids will be charged:

SCHEDULE OF CHARGES

FOR NON-SIGNATORIES TO AN AERONAUTICAL SERVICES AGREEMENT

This Schedule of Charges forms part of the Airport Conditions of Use and applies to all aircraft landing at Avalon Airport where the aircraft operator is not party to a current Aeronautical Services Agreement with the airport operator. All charges shown are exclusive of GST.

| Regular Public Transport (RPT) | | | |
|------------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------|
| Description | Passenger Charge per Arriving and Departing Passenger | Landing Charge per 1,000 kg MTOW (pro-rata) | Aircraft Parking Charge per Hour After First 3 Hours |
| Passenger Air Transport aircraft utilising the international terminal. | \$20.00 | No charge | \$250.00 |
| Passenger Air Transport aircraft utilising the domestic terminal. | \$5.00 | No charge | \$50.00 |
| Regular Public Transport aerodrome and infrastructure charge. | N/A | \$8.50 Minimum charge: \$50.00 | N/A |

| Non-RPT and Freight Aircraft | |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------|
| MTOW ≤ 45,000 kg | Fee (excl. GST) |
| Landing Fee (per arrival): | \$22.00 per 1,000 kg MTOW (pro-rata) Minimum charge: \$40.00 |
| Training Flight Fee (for Aircraft that do not touch the Runway) per approach: | \$30.00 |
| Training Flight Fee (for Aircraft that touch the Runway) per touch and go: | \$22.00 per 1,000 kg MTOW (pro-rata) |
| Passenger Charge per Arriving and Departing Passenger | \$5.00 |
| Parking Fee per day: | \$50 per day or part thereof. |
| MTOW > 45,000 kg | Fee (excl. GST) |
| Landing Fee (per arrival): | \$8.50 per 1,000 kg MTOW (pro-rata) |
| Training Flight Fee (for Aircraft that do not touch the Runway) per approach: | \$4.00 per 1,000 kg MTOW (pro rata) |

| | |
|----------------------------------------------------------------------------|---------------------------------------------------------------|
| Training Flight Fee (for Aircraft that touch the Runway) per touch and go: | \$18.40 per 1,000 kg MTOW (pro-rata) |
| Passenger Charge per Arriving and Departing Passenger | \$5.00 |
| Parking Fee per day: | \$50 per hour or part thereof after the first three (3) hours |

| Airside Escort | Fee (excl. GST) |
|----------------------------------------------------------------------------------------|------------------------------------------------------|
| Vehicles or activities operating Airside requiring supervision (08:00 to 18:00 daily): | \$98.00 per hour |
| Vehicles or activities operating Airside requiring supervision (18:01 to 7:59 daily): | \$140.00 per hour, minimum 4 hours for all call outs |
| Vehicles or activities operating Airside requiring supervision (Public Holiday): | \$150.00 per hour, minimum 4 hours for all call outs |

| Airside Environmental Clean-up | Fee (excl. GST) |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Where aircraft operators are responsible and do not complete their own clean-up to the Operator's satisfaction: | \$150.00 per hour plus materials and disposal of waste |

Presbyterian Trusts Act 1890

PRESBYTERIAN CHURCH OF VICTORIA

At the last General Assembly of Victoria, during the sitting of 11 October 2017 (Min 74.3), the General Assembly amended the Rules Made Under the **Presbyterian Trusts Act 1890** to read as follows:

RULES MADE UNDER THE ACT

A. – Corporation Trustees

1. The first members of the corporate body of trustees, which body is hereinafter called 'the Corporation,' shall be appointed by a resolution of the General Assembly in pursuance of section 3 of the said Act.
2.
 - (1) On and after the rising of the House at the conclusion of the 1993 General Assembly the number of members of the Corporation shall be ten.
 - (2) On and after the rising of the House at the conclusion of the 2010 General Assembly the members of the Corporation shall be the members of the Board of Investment and Finance of the General Assembly as elected in accordance with its Regulations for the time being, and
 - (3) After the fifteenth day of July, 1977, no persons shall continue to be a member of the Corporation –
 - (i) pursuant to any resolution of the General Assembly made prior to the first day of July, 1977; or,
 - (ii) after he has ceased to be a member of the said Board of Investment and Finance.
3. The fact that the membership of the Corporation has for any reason fallen below ten shall not invalidate any action proceeding or resolution of the Corporation so long as a quorum was present at any meeting at which such action or proceeding took place or resolution was adopted.

4. The General Assembly may remove any member of the Corporation who shall cease to be a member or adherent of the Presbyterian Church of Victoria, or who shall leave Victoria and remain absent without leave for six months in succession, or who shall be absent without leave from six successive meetings of the Corporation, or who shall become incapable to act by reason of bodily or mental infirmity, or who shall become insolvent, or compound with his creditors, or who shall be guilty of any conduct rendering him, in the opinion of the said General Assembly, unfit to act as a trustee.
5. The General Assembly shall be the sole and final judge of the incapacity or unfitness to act of any trustee.
6. The seal of the Corporation shall be kept in the custody of the General Manager appointed pursuant to the regulations made by the General Assembly anent the Board of Investment and Finance, and there shall be two keys to the seal, one of which shall be kept by the chairman of the said Board, and the other by the General Manager; and the seal shall be affixed to documents only in pursuance of a resolution of the Corporation, or of a committee appointed by the Corporation from the trustees, with authority to act either generally or specially in the matter, of which committee three trustees shall form a quorum, and the affixing thereof shall be verified by two of the trustees, a law officer of the Church, and the said General Manager, provided that if the affixing of the seal shall be duly verified as hereinbefore provided, such verification shall be sufficient evidence that the affixing thereof was duly authorised by a resolution of the Corporation.
7. A reference in these rules to the holder of any office shall be deemed to include any person duly appointed in an acting or temporary capacity to perform the duties of that office.
8. The Corporation shall appoint one of its members to be chairman, and two other of its members to be vice-chairmen, and may at any time revoke such appointments. Meetings of the Corporation may be called at any time by or by the direction of the chairman, or in his absence by or by the direction of one of the vice-chairmen, and shall be called on a requisition by any three trustees.
9. Two days' notice of every meeting shall be given to the trustees.
10. Three trustees shall form a quorum at every such meeting.

B. – Rule Relating to the Consent of Moderator to Dealings with Property

11. The consent of the Moderator to any transfer, conveyance, mortgage, exchange, or lease, under section 20, sub-section 1, of the said Act shall not be given unless a law agent of the Church shall first approve thereof.

C. – Rules Relating to Trustees of Congregational Property not vested in the Corporation

12. Trustees of property not vested in the Corporation and not held under any Act of Parliament or deed containing any specific provision for the appointment and removal of trustees shall be appointed and vacancies filled up as follows:–
13. The real property of each congregation is vested in trustees, whose powers and duties are defined in the Model Trust Deed. The number of trustees for any congregation is not less than three nor more than five. They are nominated by the congregation, who, at a meeting duly called for the purpose, select for the office the number of persons required, and transmit the list to the presbytery of the bounds by whom the appointment is made. The parties nominated must all be members or adherents of the Presbyterian Church of Victoria, and free from church scandal.
14. Trustees, after being nominated by the congregation, and before their appointment by the presbytery, shall subscribe a declaration agreeing to hold the property in trust for the Presbyterian Church of Victoria conformably to such rules as the Assembly may determine. This declaration when signed is forwarded to the clerk of presbytery to be kept by him in retentis.

15. Trustees after their appointment by the presbytery, and immediately after the property is vested in them, are required to subscribe a further declaration acknowledging the jurisdiction of the Presbyterian Church of Victoria over the property intrusted to their charge. This declaration on being subscribed by them is forwarded to the Clerk of the General Assembly, by whom it is deposited with the other documents of the Church that are to be kept in secure custody for the church.
16. Any such last-mentioned trustee may be removed by a resolution of the presbytery in which the property of which he is a trustee is situated, or of the General Assembly, on any of the following grounds:—
 - (a) That he has been called upon to resign by the congregation for which he is a trustee, which call has been approved and confirmed by the presbytery, and has refused or neglected to resign.
 - (b) That he has ceased to be a member or adherent of the said congregation.
 - (c) That he has removed his residence to a distance of 160 kilometres from the place of worship of the said congregation for at least twelve consecutive months.
 - (d) That he has refused to exercise or execute any of the powers and authorities reposed in him as trustee when lawfully required so to do.
 - (e) That he has disobeyed or neglected or refused to carry out any order, instruction, or decision of the General Assembly or the said presbytery.
 - (f) That he has been declared by the General Assembly to have been guilty of conduct unbecoming a trustee.
17. Any such trustee may resign his trust.
18. Notice of the appointment of every new trustee and of the removal of any trustee of Church property shall be sent to the Moderator by the clerk of the presbytery making the appointment or removing such trustee within one week after such appointment or removal.
19. Notice of the death or resignation of any trustee shall be sent to the Moderator of the General Assembly and to the clerk of the presbytery by the clerk of the session or the minister of the congregation to which such trustee belonged within one week after such death or resignation becomes known to such clerk or minister.

REV. ROBERT W. WHITE
Moderator
Presbyterian Church of Victoria

Estate of PETA ANN CURPHEY, late of 4 Lian Close, Wheelers Hill, Victoria, teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 July 2017, are required by the personal representatives, care of the undermentioned lawyers, to send particulars to them by 26 June 2018, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

ARNOLD BLOCH LEIBLER,
lawyers and advisors,
Level 21, 333 Collins Street, Melbourne 3000.
probate@abl.com.au

DORIS LAURA YOUNG, late of 16 Cornell Street, Camberwell, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 August 2017, are required by Australian Unity Trustees Limited, ACN 162 061 556, of Level 14, 114 Albert Road, South Melbourne, Victoria, the executor, to send particulars to it by 2 July 2018, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

AUSTRALIAN UNITY TRUSTEES
LEGAL SERVICES,
7/189 Flinders Lane, Melbourne, Victoria 3000.

Creditors, next-of-kin and other persons having claims against the estate of VICTORIA AMY DAVEY, late of Elizabeth Gardens Hostel, Burwood, Victoria, who died on 17 May 2017, are required by the executor, Gary William Davey, care of Casey Business Lawyers, 6/1–5 Purton Road, Pakenham, Victoria, to send particulars of their claims to him at the following address by 30 May 2018, after which date he may convey or distribute the estate, having regard only to the claims of which he then has notice. Probate was granted in Victoria on 29 November 2017.

CASEY BUSINESS LAWYERS,
PO Box 701, Berwick, Victoria 3806.

Estate of ARNOLD ARTHUR ADAMS, late of Unit 12, 5 Pleasant Street, Kilsyth, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 November 2017, are required by the personal representatives, Christopher John Adams and Julie Anne Kiroloch, care of PO Box 35, Mandurang, Victoria 3551, to send particulars to them by 30 June 2018, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

WILLIAM ROYSTON BUSH, late of Swan Hill, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 November 2017, are required by Leanne Mary Threadgold, the executor of the Will of the deceased, to send particulars of their claims to her, care of the undermentioned solicitor, within 60 days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

PATRICIA MAY RAY, late of Swan Hill, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 December 2017, are required by

Sandra May Baldock, the executor of the Will of the deceased, to send particulars of their claims to her, care of the undermentioned solicitor, within 60 days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

JOYCELYN ANNIE ROBERTS, late of Junortoun, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 August 2017, are required by Neil Ross Roberts, the executor of the Will of the deceased, to send particulars of their claims to him, care of the undermentioned solicitor, within 60 days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

MYRTLE LAVINA SUTTON, late of Kerang, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 March 2017, are required by William Francis Sutton, Nola Roslyn Hetherton and Carole Maree Khan, the executors of the Will of the deceased, to send particulars of their claims to them, care of the undermentioned solicitor, within 60 days from the date of publication of this notice, after which date the executors 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.

NOTICE OF CLAIMANTS UNDER
TRUSTEE ACT 1958

(SECTION 33 NOTICE)

Notice to Claimants

MARGARET JOAN ROBERTS, late of 43 Laurel Street, Whittlesea, Victoria, retired office manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 October 2017, are required by the executors, Errill Margaret Kongas and Alisa Anne Orford Roberts, to send particulars of their claims to the executors, care of the undermentioned solicitors, by 19 July 2018, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

I. GLENISTER & ASSOCIATES, solicitors,
421 Bell Street, Pascoe Vale, Victoria 3044.

Re: MARK WILLIAM MOLONEY, late of Albion, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 December 2017, are required to send particulars of their claims to the executor, care of Kennedy Guy, lawyers, 12 Hertford Road, Sunshine, Victoria 3020, by 26 June 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which they then have notice.

KENNEDY GUY, lawyers,
12 Hertford Road, Sunshine, Victoria 3020.

Re: VINCENT JOHN GARDINER, deceased, late of 22 Graf Road, Somerville, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in the respect of the estate of VINCENT JOHN GARDINER, deceased, who died on 12 February 2018, are required by the trustee, Susan Veronica Combes, to send particulars of their claim to the undermentioned firm by 30 June 2018, after which date the trustee will convey or distribute assets, having regard only to the claims of which she then has notice.

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

LAWRENCE RODNEY KENNEY, late of 12 Rae Street, Rosebud West, retired truck driver, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 January 2018, are required to send particulars of their claims to the trustee,

care of the undermentioned solicitors, by 23 July 2018, after which date the trustee or personal representative or applicant for grant of administration may convey or distribute the assets, having regard only to the claims of which he then has notice.

McGUINNESS & HOSKING PTY, solicitors,
3 Eighth Avenue, Rosebud 3939.
Tel. (03) 5986 6999.

MARJORIE LOUISE OWEN, late of 79 Hare Street, Echuca, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the Will/estate of the abovenamed deceased, who died on 25 January 2018, are required by the executors, Sally Sutherland and Kirsty Owen, care of Martin & Co. Legal, Level 3, 480 Collins Street, Melbourne, Victoria 3000, (03) 8610 6593, to send particulars of their claims to them by 27 June 2018, after which date the executors may convey or distribute the assets and distribute the estate, having regard only to the claims of which they then have notice. Probate was granted in Victoria on 22 March 2018.

Re: CHI KEUNG CHAN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 November 2017, are required by the personal representative, Hoi Chee Ng, to send particulars to the personal representative, care of Moores, Level 1, 5 Burwood Road, Hawthorn, Victoria, by 26 June 2018, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which the personal representative has notice.

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

MARGARET ADA DAVIES, late of 11 Diana Street, Croydon, Victoria 3136, stenographer and retail worker, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 February 2018, are required by the trustee/executor, David John Rodda, to send particulars to him, care of the undermentioned lawyers, by 27 June 2018, after which date the

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

OAKLEY THOMPSON & CO., lawyers,
Level 17, 459 Collins Street, Melbourne,
Victoria 3000.

Re: MARGARET ROSE PARKINSON, late of Unit 45, Gillin Park Retirement Village, Mahoneys Road, Warrnambool, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 September 2017, are required by the executor, John Charles Parkinson, to send particulars to him, care of Tait's Legal, 38 Bank Street, Port Fairy 3284, by 26 June 2018, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

ALISTER GEORGE GEDDES, late of 70 Lowe Street, Ararat, Victoria, retired farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 November 2017, are required by the executor, Jillian Ruth Tivey, care of the undermentioned solicitors, to send particulars to her by 19 June 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

Re: PAULINE THERESE CALLOW, late of Avonlea Aged Care, 3-7 Patty Street, Mentone, Victoria 3194, retired administration worker, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 14 January 2018, are required by the executor, Bernard Neal Callow, to send particulars to him, care of the undermentioned solicitors, by 27 June 2018, after which date the executor may convey and distribute the assets,

having regard only to the claims of which he then has notice.

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

Re: ELVA AGNES DUNLOP, late of 1036 Nepean Highway, Moorabbin, Victoria 3189, retired hairdresser, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 12 March 2018, are required by the executor, Gaye Lorraine Buzzard, to send particulars to her, care of the undermentioned solicitors, by 27 June 2018, after which date the executor may convey and distribute the assets, having regard only to the claims of which she then has notice.

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

Re: PETER WALLACE WARE, late of 29 Sunnyside Grove, Bentleigh, Victoria 3204, sales director, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died 1 March 2018, are required by the executor, Patricia Mary Ware, to send particulars to her, care of the undermentioned solicitors, by 29 June 2018, after which date the executor may convey and distribute the assets, having regard only to the claims of which she then has notice.

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

LESLEY-ANNE HATFIELD, also known as Lee Hatfield, late of 35 Becks Bridge Road, Moe, in the State of Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 July 2017, are required by the personal representative, Charmaine Elizabeth Hatfield, of 46 Haigh Street, Moe, to send particulars to her, care of the undermentioned solicitors, by 25 June 2018, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which she then has notice.

VERHOEVEN & CURTAIN SOLICITORS,
Suite 4, 46 Haigh Street, Moe 3825.

TERENCE WILLIAM RAINES, late of Coogee Aged Care, 7 Coogee Street, Boronia, Victoria 3155, artist, deceased.

Creditors, next-of-kin and others having claims in respect of the Will or estate of the abovenamed, who died on 15 July 2017, are required by the executor, Evan Joseph Lay, care of 13 Castella Street, Lilydale, Victoria 3140, to send particulars of their claims to him by 11 July 2018, after which date the executor may convey or distribute the assets, having regard only to the claims of which they receive notice. Probate granted in Victoria on 10 January 2018.

Dated 9 April 2018

WILLIAMS & LAY LAWYERS,
13 Castella Street, Lilydale, Victoria 3140.
PO Box 125, Lilydale, Victoria 3140.
DX 34048 Lilydale.
Ph: (03) 9737 6100, Fax: (03) 9737 6155.
EL:JK:17/5487. Contact Evan Joseph Lay.

GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES NOTICES

GREATER DANDENONG CITY COUNCIL

Road Management Plan

Further Notice of Proposed Amendment to Road Management Plan

In accordance with section 54(6) of the **Road Management Act 2004** (Act), the Greater Dandenong City Council, as the relevant road authority (Council), gives notice that it intends to amend its existing road management plan which is presently titled the 'Greater Dandenong Road Management Plan 2011–12' (proposed amendment).

It is intended that the proposed amendment (following the prior adoption by Council on 13 June 2017 of the written report summarising the findings and conclusions of the review conducted by Council under section 54(5) of the Act and regulation 9(2) of the Road Management (General) Regulations 2016 (Regulations) of the existing road management plan of Council (review report) and, since adoption of the review report, a further consideration by Council of the existing proposed road management plan) will result in Council making a substantially new road management plan to be titled the 'Greater Dandenong Road Management Plan 2018–22'.

The purpose of the proposed amendment is –

- to ensure that the standards in relation to and the priorities to be given to the construction, inspection, maintenance and repair of the roads and the classes of roads to which the road management plan applies under section 41 of the Act are safe, efficient and appropriate for the use and needs of Council's community, and the wider public;
- to improve the systems, processes and procedures previously adopted and used by Council in connection with its road management functions and the discharge of its duty to inspect, maintain and repair public roads for which Council is the coordinating road authority or the responsible road authority, based on reasonable policy and operational decisions and the resources available to and the priorities of Council;
- to set more relevant and attainable standards and establish better policies and procedures to enable Council to discharge its duties and perform its road management functions under the Act;

- to make changes arising from roads or parts of roads under the administration of Council being, or having become, roads or parts of roads for which Council is the coordinating road authority or being or having become public roads since the existing road management plan was made by Council; and
- to make other changes to the procedures or responsibilities of Council which are of an administrative, declaratory or machinery nature.

The general purport of the proposed amendment is that –

- it will ensure that intervention levels relate to actual hazards and not to routine maintenance requirements;
- it will specify specific time frames for some intervention levels, rather than referring to annual programs;
- it will ensure that the road management plan reflects recent Court decisions;
- it will better align intervention levels and standards that are to be adopted by Council in accordance with, and based on, 'similar' industry standards;
- it will improve the administrative procedures and systems within Council and enable Council to better deal with changes of an administrative, declaratory or machinery nature; and
- it will generally improve the manner in which Council, utilising the road management plan as a policy document, performs its road management functions.

The road management plan will apply to all of the roads, roadways, pathways, road infrastructure and road-related infrastructure within the municipal district of the Council for which Council is the coordinating or responsible road authority under the Act and which are otherwise listed on Council's register of public roads under section 19 of the Act.

A copy of the proposed amendment which will result in Council making a substantially new road management plan to be titled the 'Greater Dandenong Road Management Plan 2018–22' and the review report (produced in

accordance with regulation 9(2) of the Regulations) may be inspected at or obtained at the Council's Office, 225 Lonsdale Street, Dandenong, or accessed online by viewing the Council's internet website and following the links.

Any person who is aggrieved by the proposed amendment may make a submission on the proposed amendment to Council by 5 pm on 28 May 2018.

Submissions must be in writing and addressed to the Chief Executive Officer at PO Box 200, Dandenong, Victoria 3175, or delivered to the Council's municipal offices at the address referred to above.

This notice is a further public notice given by Council and arises from further changes which Council has proposed to make to its existing road management plan since adoption by Council of the review report and since public notice was first given on 24 August 2017.

Any enquiries about the proposed amendment or the review report can be directed to Matthew Berry, Service Unit Leader, Works, Fleet and Cleansing, on 8571 1713 or email: mberry@cgd.vic.gov.au

JOHN BENNIE
Chief Executive Officer PSM

CITY OF GREATER GEELONG

Notice of Intention to Review a Road Management Plan

The City is undertaking a review of its Road Management Plan in accordance with the **Road Management Act 2004** and Road Management (General) Regulations.

The Road Management Plan establishes a management system for the local road network functions in achieving the necessary 'levels of service' and 'performance targets' outlined in the plan.

The purpose of the review is to assess current road management practices, including the inspection, maintenance and repair of all the City's roads as listed in its Register of Public Roads, taking account of financial considerations, community expectations and service delivery priorities.

A copy of the Road Management Plan may be inspected at 100 Brougham Street, Geelong during office hours or from our website www.geelongaustralia.com.au

Any person wishing to make comment as part of this review can do so by email at contactus@geelongcity.vic.gov.au; post at PO Box 104, Geelong, Victoria 3220; or online at the City's website www.geelongaustralia.com.au/yoursay

All comments received by 5.00 pm Friday 18 May 2018 will be considered.

NORTHERN GRAMPIANS SHIRE COUNCIL

Appointment of Police Officers as Authorised Officers

In Accordance with Section 224A of the **Local Government Act 1989**

In accordance with section 224A of the **Local Government Act 1989**, notice is hereby given that any Police Officer may act as an Authorised Officer pursuant to section 224 of the **Local Government Act 1989** to enforce the provisions of Part 28 of the Northern Grampians Shire Council General Local Law 2012, regarding the consumption and possession of liquor.

Northern Grampians Shire Council adopted the General Local Law on 7 September 2012.

MICHAEL BAILEY
Chief Executive Officer



PUBLIC NOTICE

Restrictions Relating to Alcoholic Beverages

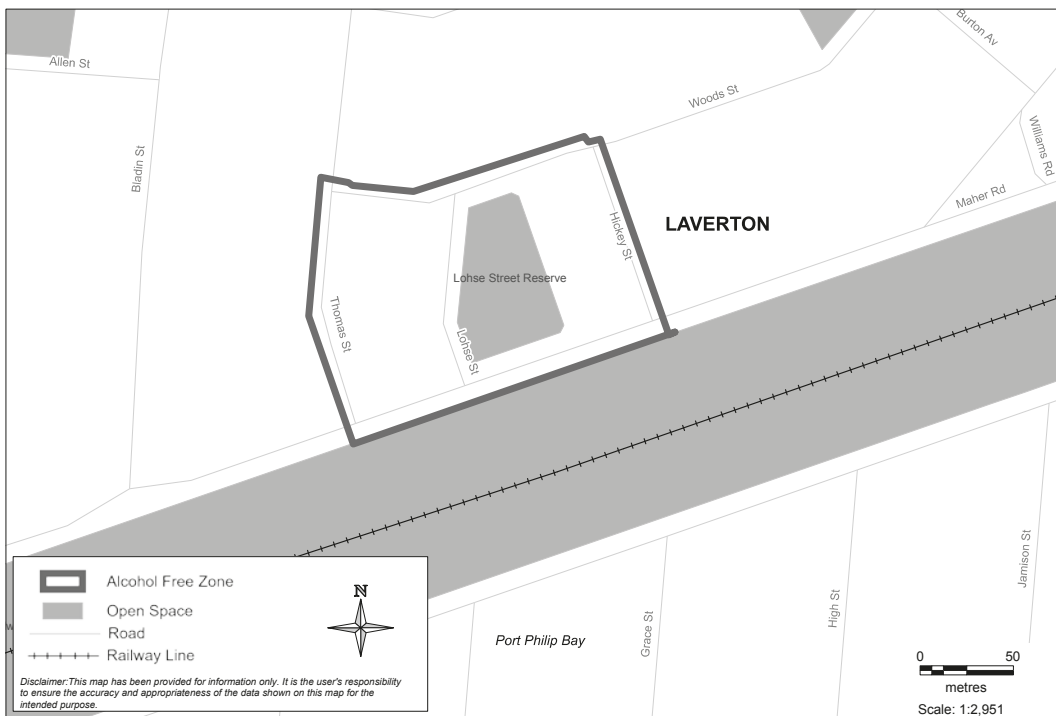
Pursuant to sections 111 and 119(3) of the **Local Government Act 1989**, Hobsons Bay City Council's Local Law 2015 came into operation on 8 September 2015.

Council now gives notice pursuant to section 244A of the **Local Government Act 1989** that any Police Officer may enforce Local Law 83 of the Hobsons Bay City Council Local Law 2015 (the Local Law).

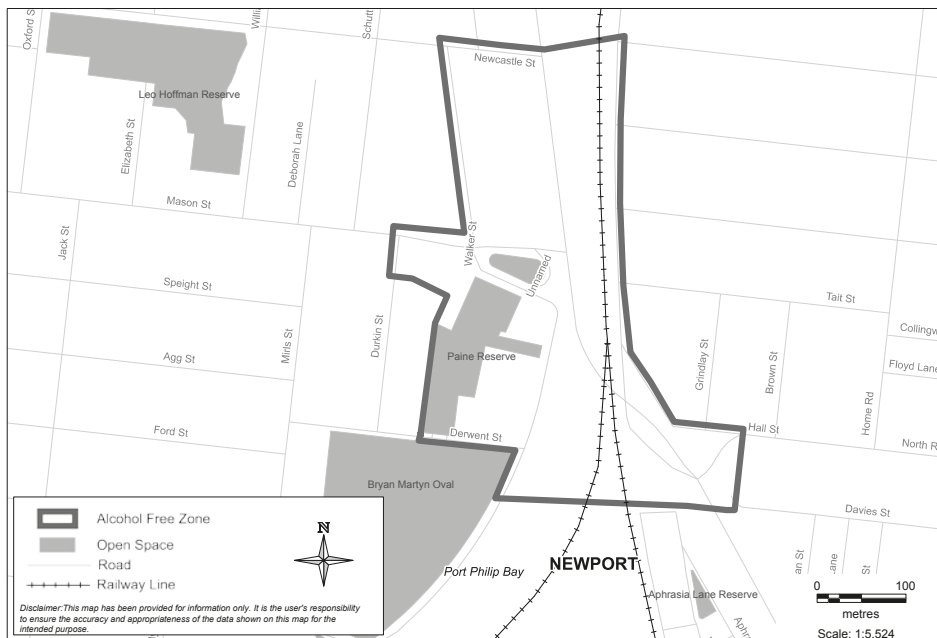
In accordance with the Local Law the Hobsons Bay City Council (Council) has designated the following areas in which no person may, at any time consume any alcohol beverage or have in his or her possession any alcoholic beverage in an unsealed container in a public place.

Council now gives notice that the alcohol free zones are designated as follows:

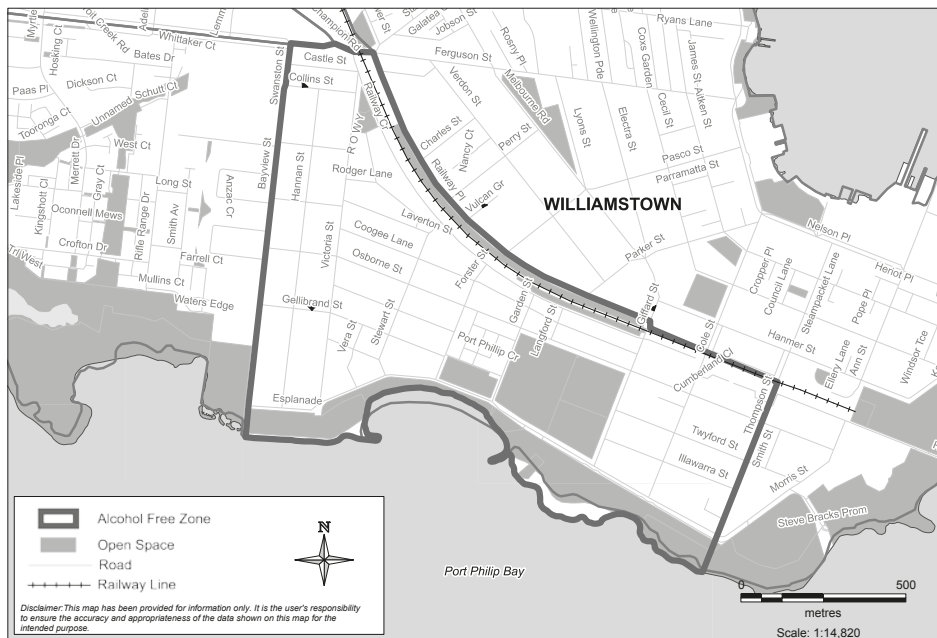
Laverton – the public places bounded by Woods Street, Thomas Street, Maher Road and Hickey Street



Newport – the public places bounded by Walker and Newcastle Streets, across the railway lines to River Street, along Hall Street, North Road and incorporating the reserves between Hall and Davies Streets and back across the railway lines to Paine Reserve



Williamstown – the public places along the Esplanade from Bayview Street to Thompson Street including all areas south of the footpath to the waters of Port Phillip Bay and bounded to the north by Railway Place including the Williamstown beach Railway Station



'Public Place' has the same meaning as in the **Summary Offences Act 1966** and, to the extent that meaning does not include the following, also includes:

- (a) any place where Council has designated areas in which, or dates and times on which, restrictions apply to the taking of liquor, consumption of Liquor or possession of Liquor in an unsealed container;
- (b) any public highway road street bridge footway footpath court alley passage or thoroughfare;
- (c) any park, garden, research facility or any public place of recreation or resort;
- (d) any vacant land or vacant space adjoining a Road; and
- (e) any Council Land or Council premises.

Dated 23 April 2018

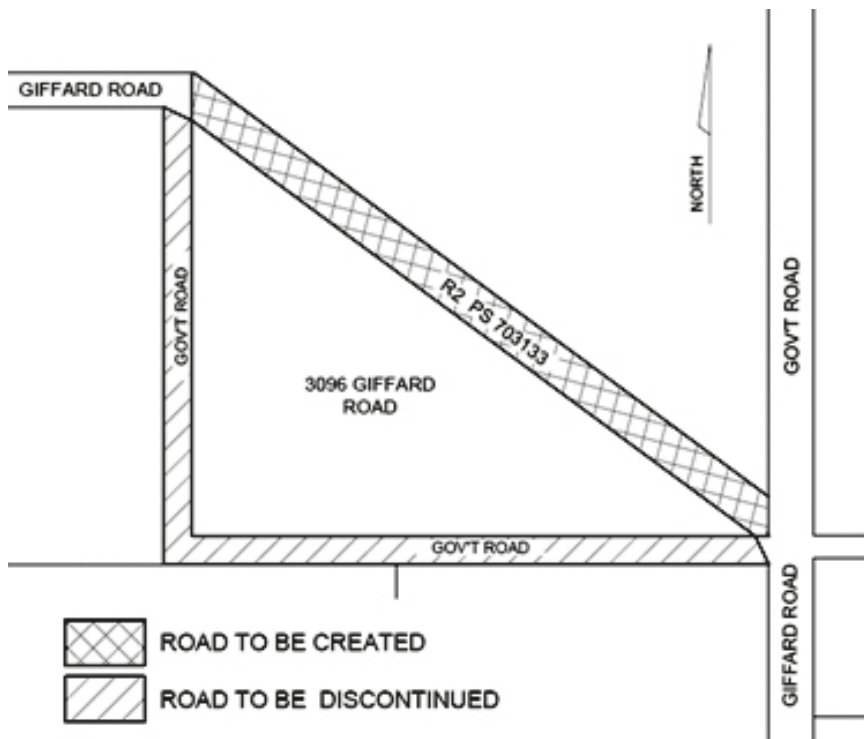
CHRIS EDDY
Chief Executive Officer



WELLINGTON
SHIRE COUNCIL
The Heart of Gippsland

ROAD DEVIATION

Pursuant to section 206 including Clause 2 of Schedule 10 of the **Local Government Act 1989** (the Act), Wellington Shire Council at its meeting of 5 September 2017, resolved that the unused Government road shown hatched on the plan below is not reasonably required as a road and has resolved to deviate the road over the land shown cross-hatched on the plan, being Lot R2 PS703133 Parish of Wurra Wullock, and having obtained the consent of the Minister for Energy, Environment and Climate Change for such deviation, now declares such deviation for the purposes of the Act on and from the publication of this notice in the Government Gazette.



DAVID MORCOM
Chief Executive Officer

LAND ACQUISITION AND COMPENSATION REGULATIONS 2010 NO. 44
FORM 7S. 21(a)
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Wellington Shire Council declares that by this notice it acquires all the following interests being the whole of each property and interest in the land described as:

Peter Waldbuhm Marke 3 Captains Crt Golden Beach Lot 4363 PS 58836 Volume 8514 Folio 413
Estate of Robert Perrault 773 Shoreline Dve Golden Beach Lot 4509 PS 58836 Volume 8514 Folio 559

Antonio Sallecchia 9 San Nicola Dve Flamingo Beach Lot 6128 PS 58839 Volume 8517 Folio 334

Leon Stasiewicz 977 Shoreline Dve Flamingo Beach Lot 6154 PS 58839 Volume 8517 Folio 360

Aspassia Tsarouhas 1001 Shoreline Dve Flamingo Beach Lot 6218 PS 58839 Volume 8517 Folio 424

Mavis Isabel Clare Kelly 1129 Shoreline Dve Flamingo Beach Lot 6837 PS 57812 Volume 8518 Folio 140

Roger and Jeannette Takla 18 and 20 Toledo Dve Glomar Beach Lots 168 and 169 PS 73676 Volume 8639 Folios 815 and 816

Elias and Popi Pylotis 1435 Shoreline Dve Glomar Beach Lot 853 PS 76283 Volume 8662 Folio 456

Adrienne and Reinhard Schulz 74 Kimberley Way Glomar Beach Lot 1101 PS 79440 Volume 8710 Folio 206

Lynette Margaret Hill and John William Waldron 62 Kimberley Way Glomar Beach Lot 1107 PS 79440 Volume 8710 Folio 212

Petar Klindzic 1648 Shoreline Dve Glomar Beach Lot 1210 PS 79440 Volume 8710 Folio 315

Elias and Popi Pylotis 1615 Shoreline Dve Glomar Beach Lot 1245 PS 79440 Volume 8710 Folio 350

Kenneth Alan Johnston 1665 Shoreline Dve Glomar Beach Lot 1271 PS 79440 Volume 8710 Folio 376

Paula Carra 1721 Shoreline Dve Glomar Beach Lot 1298 PS 79440 Volume 8710 Folio 403

Evangeline Annie Fisher and Stewart Glenn Mildren 1771 Shoreline Dve Glomar Beach Lot 1323 PS 79440 Volume 8710 Folio 428 and Volume 9465 Folio 785

Jose Exposito 1926 and 1928 Shoreline Dve The Honeysuckles Lots 1383 and 1384 PS 79440 Volume 8710 Folios 488 and 489

Harold Bruce Ritchie 1948 and 1950 Shoreline Dve The Honeysuckles Lots 1394 and 1395 PS 79440 Volume 8710 Folios 499 and 500

Estate of Joseph Axiak 1952 Shoreline Dve The Honeysuckles Lot 1396 PS 79440 Volume 8710 Folio 501

Boris Dumbalovski 1954 and 1956 Shoreline Dve The Honeysuckles Lots 1397 and 1398 PS 79440 Volume 8710 Folios 502 and 503

Giovanni Robert Natoli 2016 Shoreline Dve The Honeysuckles Lot 1431 PS 79440 Volume 8710 Folio 536

Athanassia Stavros 2024 Shoreline Dve The Honeysuckles Lot 1435 PS 79440 Volume 8710 Folio 540

Eleftherios Stavros 2028 Shoreline Dve The Honeysuckles Lot 1437 PS 79440 Volume 8710 Folio 542

Qamil Suleman 2030 Shoreline Dve The Honeysuckles Lot 1438 PS 79440 Volume 8710 Folio 543

David Marwick Laird and Anna Linda Laird 2074 Shoreline Dve The Honeysuckles Lot 1460 PS 79440 Volume 8710 Folio 565

John Farrugia 2078 Shoreline Dve The Honeysuckles Lot 1462 PS 79440 Volume 8710 Folio 567

Margaret Freeman 2084 Shoreline Dve The Honeysuckles Lot 1464 PS 79440 Volume 8710 Folio 569

John and Effi Antoniadis 2142 Shoreline Dve The Honeysuckles Lot 1493 PS 79440 Volume 8710 Folio 598

William Harold Hussey 2176 Shoreline Dve The Honeysuckles Lot 1510 PS 79440 Volume 8710 Folio 615

Neville Edward Black 2013 Shoreline Dve The Honeysuckles Lot 1516 PS 79440 Volume 8710 Folio 621

Cyril Jones 2019 Shoreline Dve The Honeysuckles Lot 1519 PS 79440 Volume 8710 Folio 624

Vlitka Pepdjonovic 2021 Shoreline Dve The Honeysuckles Lot 1520 PS 79440 Volume 8710 Folio 625

Hubert Deitz 2033 Shoreline Dve The Honeysuckles Lot 1526 PS 79440 Volume 8710 Folio 631

Tommaso D'Amico 2035 Shoreline Dve The Honeysuckles Lot 1527 PS 79440 Volume 8710 Folio 632

Rolf Arnold Gyseler and Rolf Gyseler 2051 and 2053 and 2055 Shoreline Dve The Honeysuckles Lots 1535 and 1536 and 1537 PS 79440 Volume 8710 Folios 640 and 641 and 642

Reg Saunders 2067 Shoreline Dve The Honeysuckles Lot 1543 PS 79440 Volume 8710 Folio 648

Thomas Martin McQuaid 2081 Shoreline Dve The Honeysuckles Lot 1549 PS 79440 Volume 8710 Folio 654

Edward James Forder and Daphne Ailwen Forder 2097 Shoreline Dve The Honeysuckles Lot 1557 PS 79440 Volume 8710 Folio 662

Leonard Horsfall Hall and Laura Jane Hall 2099 Shoreline Dve The Honeysuckles Lot 1558 PS 79440 Volume 8710 Folio 663

Lucy Warner 2121 Shoreline Dve The Honeysuckles Lot 1569 PS 79440 Volume 8710 Folio 674

Valerie Jean Blake 2127 Shoreline Dve The Honeysuckles Lot 1572 PS 79440 Volume 8710 Folio 677

Thomas and Florence Barton Shoreline Dve The Honeysuckles Lot 1575 PS 79440 Volume 8710 Folio 680

James Fleming Kerr McNabb Shoreline Dve The Honeysuckles Lots 1592 and 1593 and 1594 PS 82059 Volume 8751 Folios 434 and 435 and 436

Ian William Holmes Shoreline Dve The Honeysuckles Lot 1605 PS 82059 Volume 8751 Folio 447

You can contact the Wellington Shire Council about this Notice on 1300 366 244 or PO Box 506, Sale, Victoria 3850, or enquiries@wellington.vic.gov.au. Please refer to this Notice and date and the relevant person and land description.

Published with the authority of the Wellington Shire Council.

For and on behalf of the Wellington Shire Council

Signed DAVID MORCOM
Chief Executive Officer

Dated 26 April 2018

Planning and Environment Act 1987**ARARAT PLANNING SCHEME**Notice of the Preparation of an Amendment
Amendment C39

The Ararat Rural City Council has prepared Amendment C39 to the Ararat Planning Scheme.

The land affected by the Amendment includes approximately 100 individual places within both private and public ownership in the localities of Buangor, Cathcart, Dobie, Elmhurst, Lake Bolac, Maroona, Mininera, Mount Cole, Moyston, Nerrin, Norval, Pomonal, Pura Pura, Rhymney, Rocky Point, Rossbridge, Streatham, Tatyoon, Warrak, Westmere, Wickcliffe, Willaura and Yalla Y Poora within the Rural City of Ararat.

The Amendment also applies to three discrete areas in Willaura, specifically:

- 14–20 Delacombe Way, Willaura
- 96–110 Main Street, Willaura
- 40–78 Main Street and 49–65 Main Street, Willaura.

The Amendment proposes to implement the recommendations of the Rural Ararat Heritage Study 2016. The Amendment proposes to apply a Heritage Overlay to individual places and three precincts identified in the Rural Ararat Heritage Study, update the Municipal Strategic Statement to make reference to the Heritage Study and make the Heritage Study an Incorporated Document within the Planning Scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Rural City of Ararat Municipal Offices, corner Vincent and High Streets, Ararat; Willaura Post Office, 84 Main Street, Willaura; or at the Department of Environment, Land, Water and Planning website, www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are

required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Monday 28 May 2018. A submission must be sent to Mr Joel Hastings, Ararat Rural City Council, Acting Executive Manager Planning and Health, GPO Box 246, Ararat, Victoria 3377.

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

ALLAN BOWDEN
Chief Executive Officer

MITCHELL SHIRE COUNCIL**Planning and Environment Act 1987****MITCHELL PLANNING SCHEME**Notice of the Preparation of an Amendment
Amendment C128

Mitchell Shire Council has prepared Amendment C128 to the Mitchell Planning Scheme.

The Amendment applies to land in the Wallan Major Activity Centre (future).

The Amendment implements the 'Wallan Town Centre Masterplan and Urban Design Framework 2016', by amending the Municipal Strategic Statement at Clauses 21.02, 21.07, 21.11 and 21.12 and introducing new Design and Development Overlay Schedules 6 and 10 at Clause 43.02.

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 offices of the planning authority, Mitchell Shire Council: Broadford Customer and Library Service Centre, 113 High Street, Broadford; Wallan Planning Office, 4A and 4B (Level 1), 61 High Street, Wallan; or at the Department of Environment, Land, Water and Planning website www.delwp.vic.gov.au/public-inspection

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

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. The closing date for submissions is Friday 25 May 2018. A submission must be sent to Mitchell Shire Council, Submission to Amendment C128 at 113 High Street Broadford, Victoria 3658 or via email mitchell@mitchellshire.vic.gov.au.

TRAVIS CONWAY
Manager Strategic Planning

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 June 2018, after which date State Trustees Limited may convey or distribute the assets, having regard only to the claims of which State Trustees Limited then has notice.

ALLEN, Valerie Enid, late of Unit 3, Baptistcare Westhaven, 99 Paisley Street, Footscray, Victoria 3011, pensioner, deceased, who died on 14 January 2018.

ERSCH, Peter David, late of Cyril Jewell House, 68 Hassett Crescent, Keilor East, Victoria 3033, deceased, who died on 28 July 2017.

HOGG, Harry, late of Unit 2, 32 Blanche Street, St Kilda, Victoria 3182, deceased, who died on 27 November 2017.

HUNTER, Alice Warren, late of Bupa Edithvale, 256–260 Station Street, Edithvale, Victoria 3196, deceased, who died on 1 March 2018.

LOWE, Margaret Ruth, late of Springtime Nursing Home, 41 Manchester Drive, Sydenham, Victoria 3037, retired, deceased, who died on 15 January 2018.

MATHEW, Antony, late of Bupa Clayton, 12 Burton Avenue, Clayton, Victoria 3168, deceased, who died on 15 September 2016.

SEIVERS, Bradley Robert, late of 38 Herbert Road, Carrum Downs, Victoria 3201, store person, deceased, who died on 11 January 2018.

Dated 19 April 2018

EXEMPTION

Application No. H89/2018

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by Wet on Wellington (the applicant). The application for exemption is to enable the applicant to limit patronage at its establishment to males aged 30 and under at one function per month and to advertise that fact (the exempt conduct).

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

In granting this exemption the Tribunal noted:

- The applicant has been operating primarily as a gay and bisexual men's sauna since 2001. It was first granted an exemption in 2006 to, once each month, operate a function for under 30's males. It was granted exemptions in the same terms in 2009 and 2013.
- The purpose of the monthly function is provide younger gay and bisexual males with a safe alternative meeting place. The monthly functions have operated since 2006. The applicant has received one complaint over the last five years and that was withdrawn when the complainant was given a copy of the applicable exemption.
- The application continues to be supported by the Victoria Aids Council which has, for many years, provided volunteers to attend the night and engage with patrons concerning important issues related to HIV prevention and general sexual health. The application has also been supported by

the South Eastern Centre Against Sexual Assault for many years. Its staff provide training to the applicant's managers and staff concerning sexual assault, issues of consent and the availability of support services. Both organisations have spoken very positively about the way in which the applicant manages the event and see it as an excellent opportunity to communicate important information to this group of patrons.

- The exemption granted in 2013 expires on 22 April 2018. No exception applies to the exempt conduct. After 22 April 2018, in the absence of a further exemption, the exempt conduct would amount to prohibited discrimination.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of women aged between 18 and 30 years and men and women aged over 30 years who would wish to attend on the monthly function night. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

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

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 25 April 2023.

Dated 19 April 2018

A. DEA
Senior Member

Associations Incorporation Reform Act 2012

SECTION 135

On 27 March 2018 I issued a notice under section 135(2) of the **Associations Incorporation Reform Act 2012** (the Act) to the incorporated associations listed below, requesting them to show cause as to why their incorporation should not be cancelled.

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

Acht Economic, Trade and Culture Association Inc.; Allansford & District Community Sports Club Inc.; Apex Club of Shepparton Inc.; Australian Software Metrics Association Inc.; Australian South Sudanese Community Elders Council Inc.; Australian Tamil Students Association Inc.; Ballarat Independant Filmmakers Inc.; Bittern Heights Softball Club Inc.; Bright Future Sustainable Living Inc.; Campaspe Dairy Discussion Group Inc.; Central American Welfare & Information Network Inc.; Congregational Christian Church in Samoa-Melton Parish (Efks-Meletona) Inc.; Cook Island Christian Church Reservoir Inc.; Daylesford Media Teknologists Inc.; Developing Integrated Gardens Inc.; Diggers Rest Hotel Tug-O-War Club Inc.; Dignity21 Inc.; Eastcoast Bodyboarders Club Inc.; Errington Users Groups Inc.; Federation of Pakistani Associations Inc.; Filipino Southeastern Golf Association Inc.; Flinders Antique Roadshow Inc.; Frankston United Sporting Club Inc.; Friends of Heywood Library Inc.; Gh Chinese Culture School Inc.; G1 Fund Inc.; Global Community Council Inc.; Gosolid Inc.; Gospel Australia Music Association Incorporated; Grace O'Malley Pirates Inc.; Greensborough Districts Rangers Cricket Club Inc.; Gunner's Business Ideas Club Inc.; Hardy St Productions Inc.; Healesville Food Association Inc.; Hope and Care for all (HCFA) International Inc.; Hosken Reserve Development Group Inc.; Houma-Fahefa Alumni (Tongan) Association of Victoria Inc.; Indian Cultural Promotions Inc.; Indian Music & Dance Association in Australia (IMDAA) Inc.; Indian Restaurants Association of Australia (IRAAI) Inc.; Indo-Australian Welfare Association Inc.; International Family Financial Literacy Association (IFFLA) Inc.; Its Our Menu Inc.; Joshua Generation Ministries Inc.; Kingdom Riders International Inc.; K-League Inc.; Lake Mountain Nordic Team Inc.; Lankan's Cricket Club Inc.; Laulaau Mai Farani Inc.; Leongatha Community Youth Club Inc.; Life Mission Inc.; Life Skills International Inc.; Lockington & District Horsesport Club Inc.; Macleod Senior Citizens Centre Inc.; Marae Melbourne Inc.; Mass Gallery Inc.; Menzies Creek Netball Club Inc.; Murrumbena

Wildlife Shelter Inc.; Optima Peak Performance Inc.; Parent to Parent Victoria Inc.; Prahran East Traders Association Inc.; Projects in the Community Inc.; Providence Foundation Inc.; Puntait Italian Cultural Association Inc.; Reach Out and Restore Blokes Inc.; Rich River BMX Club Inc.; Sarigama Events Inc.; Selby Slammers Basketball Club Inc.; Silvan Tennis Club Inc.; Somali Welfare Council of Australia Inc.; Somerville Commercial and Community Group Inc.; South Gippsland & District Tennis Association Inc.; Southern Moyné Landcare Group Inc.; St Albans Spanish Elderly Group Inc.; Syrena Sports Club Inc.; Tatura Gymnastic Association Inc.; Ten 10 Ministries Inc.; The Australian Makeup Artists Association Inc.; The Ballarat Togolese Community Association Inc.; The Gateway Traders Association Inc.; The Peninsula Inventions Group Inc.; The Red Cliffs Apex Club Inc.; The Savior of Mankind Association Inc.; The Setters Club of Victoria Inc.; The Sunraysia Turkish Association Inc.; The True Church of Simon Peter Inc.; The Victorian Community Services Employers' Association Inc.; Thoona Hotel Social Club Inc.; Tibzaa Environmental Centre, Training & Services (Ten Cents) Inc.; Transport Victoria Association Inc.; Trawalla Progress Association Inc.; True Blue Crescent Foundation Inc.; Tsunami Australian Aid Foundation Inc.; Turn It Up Music Foundation Inc.; Twelve Bar Social Club Inc.; Vaulting Victoria Inc.; Victoria Hotel Woodend Social Club Inc.; Victoria Park Gallery Inc.; Victoria Saleimoa Youth Sports Club Inc.; Victorian Country Intensive Assistance Association Inc.; Victorian International Students Association Inc.; Victorian Intravenous Nurses Society Inc.; Vitoria Women's Fellowship Group Inc.; VN Soccer Groups United Inc.; Wedderburn LOD4 NHW Inc.; Whitehorse Pool Club Inc.; Wholistic Health Network Inc.; Williamstown Seaport Inc.; Williamstownonline Inc.; Wombat Kindergarten Initiative Inc.; Y Service Club of Central Goldfields Inc.; Yarra Panthers Cricket Club Inc.; Young Mothers' Institute Inc.; Young Professionals 4 Charity Inc.; Youth Empowerment and Support (YES) Inc.

Dated 26 April 2018

DAVID JOYNER

Deputy Registrar of Incorporated Associations
PO Box 4567
Melbourne Victoria 3001

Electoral Act 2002

CHANGE TO REGISTER OF POLITICAL PARTIES

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

Name of registered political party: Voluntary Euthanasia Party (Victoria)

New registered officer: Judi Burgess

New address: 41 Little Bourke Street, Waranga Shores, Victoria 3612

Dated 20 April 2018

WARWICK GATELY, AM
Victorian Electoral Commission

Forests Act 1958

No. 6254

VARIATION OF THE PROHIBITED PERIOD

In pursuance of the powers conferred by section 3(2) of the **Forests Act 1958**, I, Darrin McKenzie, delegated officer for the Minister for Energy, Environment and Climate Change in the State of Victoria, hereby declare a variation of the Prohibited Period for all land within the Fire Protected Area (other than State forest, national park and protected public land) within the municipalities and/or alpine resorts nominated for the period specified in Schedule 1 (below):

SCHEDULE 1

The Prohibited Period shall terminate at 0100 hours on Monday 14 May 2018 in the following:

East Gippsland Shire

Dated 23 April 2018

DARRIN MCKENZIE

Chief Fire Officer

Department of Environment, Land,

Water and Planning

Delegated Officer, pursuant to section 11,
Conservation, Forests and Lands Act 1987

Education and Training Reform Act 2006

NOTICE OF DETERMINATION OF APPROVED TRAINING SCHEMES

In accordance with section 5.5.2 of the **Education and Training Reform Act 2006** (Act) the Victorian Registration and Qualifications Authority gives notice of determinations that the following approved training schemes are the approved training schemes within the meaning of section 5.5.2 of the Act.

| APPROVED TRAINING SCHEMES FOR: R: | | DATE OF DETERMINATION | DETERMINATION |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------|
| AMP | Australian Meat Processing Training Package (Release 3.0) | 10 April 2018 | 996 |
| CPC08 & CPC | Construction, Plumbing and Services Training Package (Release 9.4) Construction, Plumbing and Services Training Package (Release 3.0) | 10 April 2018 | 997 |
| AHC | Agriculture, Horticulture and Conservation and Land Management Training Package (Release 2.0) | 10 April 2018 | 998 |

Details of the vocations specified in the approved training schemes and copies of the approved training schemes can be obtained from the Victorian Registration and Qualifications Authority, GPO Box 2317, Melbourne, Victoria 3001. Web: <http://www.vrqa.vic.gov.au/apprtrain/Pages/apppdefault.aspx> Email: vrqa.apprenticeships@edumail.vic.gov.au Telephone: 1300 722 603.

Electricity Industry Act 2000

AUSNET ELECTRICITY SERVICES PTY LTD

ABN 91 064 651 118

Deemed Distribution Contract

PREAMBLE

This contract is about the services which cover connection of your *premises* to our distribution system, and the *energy* supplied to the *premises*. These services are called '*customer connection services*'.

In addition to this contract, we are required to comply with *energy laws* and other consumer laws in our dealings with you.

You also have a separate contract with your *retailer* dealing with the sale of *energy* to the *premises*.

More information about this contract and other matters is on our website <https://www.ausnetservices.com.au>

1 THE PARTIES

This contract is between:

AusNet Electricity Services Pty Ltd ABN 91 064 651 118 who provides you with *customer connection services* at the *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

The meaning of words which appear in *bold and italics* in this contract are explained in the Schedule – Simplified Explanation of Terms.

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 the *deemed distribution contract* for *customers* under the **Electricity Industry Act 2000** (Vic.).

3.2 Does this contract apply to you?

This contract applies to you if your *premises* are connected to our distribution system, and you do not have another customer connection contract with us for those *premises*.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the *National Electricity Rules*. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

- (a) If your *premises* are already connected to our distribution system, this contract starts on Thursday 26 April 2018 (and replaces any previous deemed electricity distribution contract).
- (b) If you or your *retailer* request connection or reconnection of your *premises*, this contract starts on the date that you start to take supply of *energy* at those *premises*.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if your *retailer* notifies us that the supply of *energy* to the *premises* is to be disconnected (a ‘termination notice’) – 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 even if you have vacated the *premises* earlier; or
 - (ii) if you start receiving supply of *energy* for the *premises* under a different customer connection contract – on the date that contract starts; or
 - (iii) if a different *customer* starts receiving supply of *energy* for the *premises* – on the date the connection contract of that *customer* starts; or
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 *business days* after we disconnect the *premises* under the *energy laws*, if you have not within that period asked your *retailer* to reconnect the *premises* and met the requirements in the *energy laws* for reconnection.
- (b) If your *retailer* gives us a termination notice but you do not give safe and unhindered access to your *premises* to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide *customer connection services* at the *premises*. We also agree to meet other obligations set out in this contract and to comply with the *energy laws*.

- (b) Charges for *customer connection services* will be billed under your contract with your *retailer*.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of *energy* to your *premises*. This is the role of your *retailer*.

5.3 Services and your *connection point*

- (a) We must provide, install and maintain equipment for the provision of *customer connection services* at your *premises* safely and in accordance with the *energy laws*.
- (b) Our obligations extend up to the *connection point* where *energy* is to be supplied to the *premises* (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the *Electricity Distribution Code*. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable *GSL scheme*.

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 promptly:

- (a) inform your *retailer* or us of any change to your contact details; and
- (b) inform your *retailer* or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing *customer connection services* at the *premises*; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of *energy* to the *premises* or the *premises* of any other person; and
- (d) inform either your *retailer* or us of any permanent material change to the *energy* load or pattern of usage at the *premises*.

6.3 Your obligation to comply with *energy laws* and our requirements

You must comply with:

- (a) the *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract;
- (b) our reasonable requirements under the *energy laws*, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your *premises* any reasonable or agreed facility required by us to provide *customer connection services* to the *premises*; and
- (c) the obligations imposed on *customers* under the *Electricity Distribution Code* issued by the *ESC* (and if there is any inconsistency between the *Electricity Distribution Code* and this contract, the *Electricity Distribution Code* prevails).

6.4 Life support equipment

- (a) If a person living at your *premises* requires life support equipment, you must register the *premises* with your *retailer* or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the *premises*.
- (b) You must tell us or your *retailer* if the life support equipment is no longer required at the *premises*.
- (c) If the *premises* are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned *interruption* to the supply of *energy* to the *premises*; and
 - (ii) at least 4 *business days*' notice in writing of any planned *interruptions* to the supply of *energy* to the *premise* (the 4 *business days* to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the *customer*; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned *interruption*; and
 - (iv) an emergency telephone contact number.

6.5 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.

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the *premises*, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of *energy* under this contract including but not limited to your obligations under the *Electricity Distribution Code*.
- (b) If you no longer want to keep a generator at the *premises* connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (c) If you want to connect a generator (for example, a solar panel) at the *premises* to our distribution system for the purpose of exporting *energy* or any other purpose, you must apply for a connection service under the *National Electricity Rules*. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of an embedded generator connected to the *premises* or add any storage equipment connected to a *micro embedded generator*, you must comply with the requirements of the *National Electricity Rules* and the terms and conditions of our connection offer or connection contract (whichever is applicable) made under the *National Electricity Rules*. This will require you to make an application to us prior to any changes being undertaken. We will be reasonable in our assessment of any application for an increase in capacity and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your *premises*, whether or not they are fixed to the land or any buildings on the land, will become part of the land or *premises* and we may remove them after disconnection of your electricity supply at the *premises*. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the *premises* connected to our distribution system must have a nominal rating within the nominal voltage supply range for the *connection point*.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your *premises* does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes for *customers* on *SWER* lines or *customers* supplied from single phase substations;
- 63 amperes in aggregate across all phases elsewhere in the distribution network; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your *premises*.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of *energy* taken at your *premises* over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual *energy* usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

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

- (a) illegally use *energy* supplied to the *premises*; or
- (b) interfere or allow interference with any of our equipment at the *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) use *customer connection services* provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the *energy laws* take any or all of the following actions:

- (a) estimate the amount of *energy* obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the *premises*.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a *relevant authority*;
 - (ii) we can interrupt or limit the supply of electricity to your *premises* in accordance with the *energy laws*; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.

- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that:
- (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119 and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the **energy laws** or (subject to the other party's compliance with its relevant obligations under the **Electricity Distribution Code**) by a **force majeure event**.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the **energy laws** if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

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.

8.4 Our liability under the Competition and Consumer Act

The **Competition and Consumer Act 2010** (Cth) and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the **energy laws**, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the **premises**, including taking appropriate action to prevent menacing or attack by animals at the **premises**, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter any metering installation at the **premises**; and
- (b) read, test or inspect any other metering installation at the **premises**; and
- (c) calculate or measure **energy** supplied or taken at the **premises**; and
- (d) check the accuracy of metered consumption at the **premises**; and
- (e) replace meters, control apparatus and other energy equipment of ours; and
- (f) connect or disconnect the **premises**; and
- (g) examine or inspect an energy installation at the **premises**; and
- (h) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the **premises**; and
- (i) undertake repairs, testing or maintenance of the distribution system; and
- (j) clear vegetation from the distribution system including any equipment owned by us; and

- (k) take action to determine the appropriate tariff or charging category for the *premises*; and
- (l) perform services requested by you or your *retailer*.

9.2 Our obligations

If we or our representatives seek access to the *premises* under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of *energy* to your *premises* where permitted under the *energy laws*, including for a planned *interruption* or where there is an unplanned *interruption* or in accordance with the conditions of any applicable tariff or under a contract with your *retailer*.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned *interruptions* to the supply of *energy* to the *premises* under the *energy laws* for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another *customer*.
- (b) If your *energy* supply will be affected by a planned *interruption*, we will give you at least 4 *business days*' notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of *energy* to your *premises*:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the *customer's* energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;
 - (ii) for health or safety reasons;
 - (iii) in an *emergency*;
 - (iv) as required by a *relevant authority*;
 - (v) to shed demand for *energy* because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a *customer*.
- (b) If an unplanned *interruption* is made, we will use our best endeavours to restore *energy* supply to the *premises* as soon as possible.
- (c) We will make information about unplanned *interruptions* (including the nature of any *emergency* and, where reasonably possible, an estimate of when *energy* supply will be restored) available on a 24 hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
 - (i) an *interruption* to the supply of *energy* to the *premises*; or
 - (ii) a supply of *energy* to the *premises* of a quality in breach of any relevant standards under the *energy laws*.

- (b) If you request an explanation be in writing we must, within 10 **business days** of receiving the request, give you either:
 - (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of **energy** to your **premises** or a supply service, we must detail those conditions in our approved annual pricing proposal.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) You agree that we may assign or reassign any tariff or any component thereof by applying the criteria approved by the **AER**.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or
- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or
- (c) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or
- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the **energy laws** or this contract in order for us to provide **customer connection services**; or
- (e) if you fail to give us safe and unhindered access to the **premises** as required by clause 9 or any requirement under the **energy laws**; or
- (f) in an **emergency** or for health and safety reasons; or
- (g) if required to do so at the direction of a **relevant authority**; or
- (h) if we are otherwise permitted by the **energy laws** to disconnect the **premises**.

Note: The **energy laws** allow distributors and other authorised people to disconnect or arrange the **disconnection** of **premises** in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c), 12.1(d), or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other **customers**;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;

- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your *premises* under clauses 12.1(c), 12.1(d), or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a *disconnection* warning notice that:
 - (i) requires you to rectify, within 6 *business days* after the date of issue on the notice, the issue that could lead to *disconnection*; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your *premises* in addition to providing a *disconnection* warning notice; and
- (c) you fail to comply with the *disconnection* warning notice within 6 *business days* after the date of issue.

12.4 Life support equipment

We must not disconnect your *premises* if they are registered as having life support equipment, except in an *emergency*.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the *energy laws*, we must not disconnect the *premises* during the following times ('the protected period'):
 - (i) on a *business day* before 8.00 am or after 2.00 pm (or 3.00 pm for *business customers*); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your *premises* may be *disconnected* within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an *emergency*; or
 - (iii) as directed by a *relevant authority*; or
 - (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of *energy*; or
 - (v) if your *retailer* makes such a request on your behalf; 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.

12.6 Our rights after disconnection

The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of your obligations to pay amounts to us or your *retailer*.

12.7 Disconnection fee

If you have not complied with a *disconnection* warning notice and we arrive at the *premises* to *disconnect* the *premises* but do not do so because you rectify the matter referred to in the *disconnection* warning notice, you will be liable to pay a reasonable fee for our attendance at the *premises*.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the *premises* if, within 10 *business days* of your *premises* being disconnected:
 - (i) where your *retailer* asked for the *disconnection* – if we are asked by your *retailer* to reconnect the *premises*; or
 - (ii) in other circumstances – if:
 - (A) you ask us to arrange for reconnection of your *premises*; and
 - (B) you rectify the matter that led to the *disconnection*; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 *business days* following *disconnection* if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your *retailer* have made arrangements for payment of the relevant reconnection charge; and
 - (b) you have complied with our requirements under the relevant *energy laws*; and
 - (c) the necessary infrastructure to re-energise the *premises* remains in place; and
 - (d) you provide safe and unhindered access to the *premises*,
- we must re-energise the *premises* if the request is made:
- (e) before 3.00 pm on a *business day*, on the day of the request; or
 - (f) after 3.00 pm on a *business day*, on the next *business day* or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you; and
 - (g) where we are able to reconnect you by re-energising the *premises* remotely, subject to paragraphs (e) and (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A *retailer* (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we *disconnect* the *premises* where we did not have a right to do so, we must reconnect the *premises* as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract.
- (b) If there is any inconsistency between the *Electricity Distribution Code* and this contract, the *Electricity Distribution Code* prevails.

15 NOTICES

- (a) Notices under this contract must be sent:
 - (i) in writing; and
 - (ii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified in respect of that party.
- (b) A notice sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) in the case of hand delivery, on the date it is handed to the party, left at the party's *premises* (in your case) or one of our offices (which excludes depots) (in our case); or

- (ii) on the date three **business days** after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a **business day**, or after 5.00 pm on a **business day**, it is taken to be received on the next **business day**.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

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.

16.2 Access to information

Upon request, we must give you information about your **energy** consumption or our charges for **customer connection services**. We may charge you a reasonable fee for:

- (a) **energy** consumption information requested more than once in any 12 month period;
- (b) more than 12 months of **energy** consumption data; or
- (c) requests for **energy** consumption data in a non-standard format.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

If you have a complaint relating to the supply of **energy** to the **premises**, 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.

17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes 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), Reply Paid 469, Melbourne 8060, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a **force majeure event**'):

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

18.2 Deemed prompt notice

If the effects of a **force majeure event** are widespread we will be taken 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.

18.3 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.

18.4 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.

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 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 an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 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 payable under this contract is stated to include **GST**.
- (b) Where an amount paid by you or by us 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.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the *energy laws*.
- (b) We must inform you of any material amendments to this contract as required by the *energy laws*.

SIMPLIFIED EXPLANATION OF TERMS

AER means the Australian Energy Regulator;

billing cycle means the regular recurrent period for which we charge for *customer connection services*;

business customer means a customer who does not purchase electricity principally for personal, household or domestic use at the relevant *premises*;

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

connection point means the point at which a distribution system connects to an *energy* installation or equipment that serves the *premises* of one or more *customers*;

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

customer connection services include services relating to the flow of *energy* to your *premises*;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

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

Electricity Distribution Code means the Electricity Distribution Code issued by the *ESC*;

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

energy means electricity;

energy laws means national and Victorian laws and rules relating to **energy** and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the **Electricity Industry Act 2000** (Vic.), the **Electricity Safety Act 1998** (Vic.), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the **ESC**;

ESC means the Essential Services Commission of Victoria;

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

GSL scheme is the guaranteed service levels scheme operated by the **ESC** under the **Electricity Distribution Code**;

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

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

micro embedded generator means an embedded generating unit of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters);

National Electricity Law means the **National Electricity (Victoria) Act 2005** (Vic.);

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

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;

retailer means a person that is licensed to sell **energy** to **customers**;

SWER means single wire earth return.

Marine Safety Act 2010

NOTICE OF BOATING ACTIVITY EXCLUSION ZONE

Barwon River, Barwon Heads

Barwon Coast Committee of Management Inc. as the declared waterway manager for the Local Port of Barwon Heads, hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that the waters of the Barwon River from the Barwon Heads Bridge and a line extending eastward from the public jetty beside the premises 'At the Heads', as marked by floating ropes, are prohibited to all persons and vessels not registered to take part in the Mountain to Mouth event.

Non-participating vessels may be escorted through the exclusion zone at the discretion of the safety vessels monitoring the zone.

The exclusion zone takes effect between 6.00 pm to 8.00 pm on Saturday 5 May 2018.

Dated 24 April 2018

BY ORDER OF BARWON COAST COMMITTEE OF MANAGEMENT

Marine Safety Act 2010

Section 208(2)

NOTICE OF ACTIVITY EXCLUSION ZONE

Gannawarra Shire Council, the declared Waterway Manager for Lake Charm, hereby gives notice under section 208(2) of the **Marine Safety Act 2010** that all persons and vessels not registered to participate in the Ski Racing Victoria Point Score 5, between the hours of 6.30 am to 6.00 pm on Saturday 28 and Sunday 29 April 2018, are prohibited from entering and remaining in the waters of Lake Charm.

Dated 26 April 2018

BY ORDER OF
GANNAWARRA SHIRE COUNCIL

Marine Safety Act 2010NOTICE OF BOATING ACTIVITY
EXCLUSION ZONE

I, David Ritman, Acting District Manager – Port Phillip Western Port, Marine and Maritime Region, as delegate of Parks Victoria, the waterway manager for the Local Port of Port Phillip and Western Port hereby give notice under section 208(2) of the **Marine Safety Act 2010** that persons and vessels not involved in the Australian Offshore Powerboat Classic 2018 are prohibited from entering and remaining in the waters approximately 300 metres offshore of Wyndham Harbour bound by the following points marked by buoys:

1. 37°58.107' S, 144°42.647' E
2. 37°57.475' S, 144°43.790' E
3. 37°57.556' S, 144°44.895' E
4. 37°58.005' S, 144°43.002' E
5. 37°58.192' S, 144°42.717' E

The exclusion zone takes effect between 11.30 am to 1.30 pm on Sunday 6 May 2018.

Dated 20 April 2018

DAVID RITMAN
Acting District Manager,
Port Phillip Western Port
Parks Victoria

Marine Safety Act 2010

In accordance with section 208(2) of the **Marine Safety Act 2010**, Parks Victoria, the waterway manager for the Yarra River upstream of the port waters of the Port of Melbourne, gives notice that the waters of the Yarra River between a diagonal line from the downstream edge of the VRA Landing to the upstream edge of Federation Wharf and the upstream edge of Church Street Bridge, are prohibited to all persons and vessels not registered to take part in the University of Melbourne Inter-Collegiate Regatta. The exclusion zone takes effect between 6.00 am to 12.00 pm on Saturday 28 April 2018.

Dated 20 April 2018

BY ORDER OF PARKS VICTORIA

Public Holidays Act 1993

I, Philip Dalidakis, Minister for Small Business, under section 8 of the **Public Holidays Act 1993**, declare –

- Tuesday 6 November 2018 is not a public holiday in the municipality of the City of Ballarat.
- Friday 9 November 2018 is appointed a full-day public holiday in the municipality of the City of Ballarat.

Dated 16 April 2018

HON. PHILIP DALIDAKIS MP
Minister for Small Business

Public Holidays Act 1993

I, Philip Dalidakis, Minister for Small Business, under section 8 of the **Public Holidays Act 1993**, declare –

- Tuesday 6 November 2018 is not a public holiday in the district of Numurkah, in the Shire of Moira local government area.
- Wednesday 24 October is appointed a full-day public holiday in the district of Numurkah, in the Shire of Moira local government area.

Dated 18 April 2018

HON. PHILIP DALIDAKIS MP
Minister for Small Business



PRIME SAFE

Meat Industry Act 1993

FEE SCHEDULE FOR MEAT PROCESSING FACILITIES

1 July 2018 – 30 June 2019

| Licence Category | Annual Throughput | Application Fee (Payable with first annual fee only) (\$) | Annual Fee (\$) |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------|
| Abattoir* | Up to 15,000 units 15,001 to 200,000 units 200,001 to 500,000 units Over 500,000 units To calculate number of units of throughput: 1 cattle = 5 units 1 rabbit = 0.2 units 1 other stock = 1 unit | 966 1,727 3,455 5,044 | 1,932 3,453 6,909 10,087 |
| Poultry Processing | Up 50,000 units (0 to 25,000 kg) 50,001 to 500,000 units 500,001 to 2,500,000 units 2,500,001 to 5,000,000 units Over 5,000,000 units To calculate number of units of throughput: 1 bird = 1 unit 1 rabbit = 1 unit | 916 1,251 1,917 3,289 5,922 | 1,831 2,502 3,833 6,577 11,844 |
| Further Meat Processing* (includes poultry meat and smallgoods) | Up to 250 tonnes 251 to 500 tonnes 501 to 2,500 tonnes 2,501 to 5,000 tonnes Over 5,000 tonnes | 333 385 772 1,159 1,410 | 665 769 1,543 2,318 2,819 |
| Retail Butcher Shop | Meat and/or poultry only Meat/poultry and smallgoods (Facilities wholesaling greater than 50 tonnes require a further meat processing licence) | 166 333 | 331 666 |
| Prime Tallow Processing | Not applicable | 1,623 | 3,245 |
| Game Meat | Not applicable | 437 | 873 |
| Inedible Rendering | Not applicable | 1,215 | 2,430 |
| Pet Meat Processing Plant | Not applicable | 1,156 | 2,312 |
| Pet Food Establishments | Up to 50 tonnes 51 to 150 tonnes Over 150 tonnes | 142 480 963 | 283 960 1,926 |

| Licence Category | Annual Throughput | Application Fee (Payable with first annual fee only) (\$) | Annual Fee (\$) |
|---------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------|----------------------------|
| Meat Transport Vehicles | Commercial van | – | 133 |
| | Truck/Trailer under 4.5 tonnes GVM | – | 202 |
| | Truck/Trailer over 4.5 tonnes GVM | – | 256 |
| Review or Audit Fee (per hour ex. GST) | Not applicable | – | 258 |

* Note: Facilities supervised by the Department of Agriculture and Water Resources (DAWR) where the DAWR accepts responsibility for all products placed on the domestic market are required to pay a licence fee in accordance with the fee schedule up to a maximum fee of \$1,918. New licence applications covered by this arrangement will also be required to pay an application fee in accordance with the fee schedule up to a maximum of \$959.



PRIME SAFE

Seafood Safety Act 2003

FEE SCHEDULE FOR SEAFOOD PROCESSING FACILITIES

1 July 2018 – 30 June 2019

| Licence Category | Annual Throughput | Application Fee (Payable with first annual fee only) (\$) | Annual Fee (\$) |
|-------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------|--------------------|
| Wholesaler Category A* (including fin fish, scallops, shellfish, eels, shark, octopus, squid) | < 200 tonnes | 436 | 872 |
| | 201 to 400 tonnes | 655 | 1,309 |
| | 401 to 1,000 tonnes | 1,524 | 3,048 |
| | 1,001 to 2,000 tonnes | 3,269 | 6,537 |
| | > 2,000 tonnes | 4,357 | 8,713 |
| Wholesaler Category B* (including mud crabs, bugs, crabs, abalone, rock lobster, prawns) | < 75 tonnes | 436 | 872 |
| | 76 to 150 tonnes | 655 | 1,309 |
| | 151 to 350 tonnes | 1,524 | 3,048 |
| | 351 to 700 tonnes | 3,269 | 6,537 |
| | > 700 tonnes | 4,357 | 8,713 |
| Processor Category A* (including fin fish, scallops, shellfish, eels, shark, octopus, squid) | < 150 tonnes | 436 | 872 |
| | 151 to 300 tonnes | 655 | 1,309 |
| | 301 to 750 tonnes | 1,524 | 3,048 |
| | 751 to 1,500 tonnes | 3,269 | 6,537 |
| | > 1,500 tonnes | 4,357 | 8,713 |
| Processor Category B* (including mud crabs, bugs, crabs, abalone, rock lobster, prawns) | < 50 tonnes | 436 | 872 |
| | 51 to 100 tonnes | 655 | 1,309 |
| | 101 to 250 tonnes | 1,524 | 3,048 |
| | 251 to 500 tonnes | 3,269 | 6,537 |
| | > 500 tonnes | 4,357 | 8,713 |
| Further Processor Category A* (including fin fish, scallops, shellfish, eels, shark, octopus, squid) | < 50 tonnes | 436 | 872 |
| | 51 to 100 tonnes | 655 | 1,309 |
| | 101 to 250 tonnes | 1,524 | 3,048 |
| | 251 to 500 tonnes | 3,269 | 6,537 |
| | > 500 tonnes | 4,357 | 8,713 |
| Further Processor Category B* (including mud crabs, bugs, crabs, abalone, rock lobster, prawns) | < 25 tonnes | 436 | 872 |
| | 26 to 50 tonnes | 655 | 1,309 |
| | 51 to 100 tonnes | 1,524 | 3,048 |
| | 101 to 200 tonnes | 3,269 | 6,537 |
| | > 200 tonnes | 4,357 | 8,713 |
| Retailer | Not applicable | 327 | 654 |

| Licence Category | Annual Throughput | Application Fee (Payable with first annual fee only) (\$) | Annual Fee (\$) |
|---------------------------------------------------|-----------------------------------|------------------------------------------------------------------------------|----------------------------|
| Meat Transport Vehicle | Commercial Van | – | 133 |
| | Truck/Trailer < 4.5 tonnes GVM | – | 202 |
| | Truck/Trailer > 4.5 tonnes GVM | – | 256 |
| Review or Audit Fee (per hour ex. GST) | Not applicable | – | 258 |

* Note: Facilities supervised by the Department of Agriculture and Water Resources (DAWR) where the DAWR accepts responsibility for all products placed on the domestic market are required to pay a licence fee in accordance with the fee schedule up to a maximum fee of \$1,918. New licence applications covered by this arrangement will also be required to pay an application fee in accordance with the fee schedule up to a maximum of \$959.



PRIME SAFE

Seafood Safety Act 2003

FEE SCHEDULE FOR WILDCATCH AND AQUACULTURE BUSINESSES

1 July 2018 – 30 June 2019

| Licence Category | Annual Throughput | Application Fee (Payable with first annual fee only) (\$) | Annual Fee (\$) |
|---------------------------------------------------|------------------------------|--------------------------------------------------------------------|--------------------|
| Victorian Wildcatch | | | |
| Abalone | Landed catch < 2 tonne | 142 | 283 |
| | Landed catch 2 to 8 tonnes | 252 | 503 |
| | Landed catch > 8 tonnes | 423 | 846 |
| Crustaceans (excluding Rock Lobster) | Landed catch < 1 tonne | 142 | 283 |
| | Landed catch 1 to 5 tonnes | 213 | 425 |
| | Landed catch 5 to 10 tonnes | 292 | 583 |
| | Landed catch > 10 tonnes | 423 | 846 |
| Wildcatch General | Landed catch < 10 tonnes | 142 | 283 |
| | Landed catch 10 to 50 tonnes | 252 | 503 |
| | Landed catch > 50 tonnes | 423 | 846 |
| Noxious Fish Permit | Landed catch < 50 tonnes | 142 | 283 |
| | Landed catch > 50 tonnes | 213 | 425 |
| Commonwealth Wildcatch | Not applicable | 423 | 846 |
| Aquaculture | | | |
| Abalone | Grow out < 2 tonnes | 142 | 283 |
| | Grow out 2 to 8 tonnes | 252 | 503 |
| | Grow out > 8 tonnes | 423 | 846 |
| Blue Mussels and Shellfish | Grow out < 50 tonnes | 142 | 283 |
| | Grow out 50 to 150 tonnes | 252 | 503 |
| | Grow out > 150 tonnes | 423 | 846 |
| Fin Fish (including trout and yabbies) | Grow out < 15 tonnes | 142 | 283 |
| | Grow out 15 to 60 tonnes | 252 | 503 |
| | Grow out > 60 tonnes | 423 | 846 |
| Review or Audit Fee (per hour ex. GST) | Not applicable | – | 258 |

VICTORIAN ENERGY EFFICIENCY TARGET REGULATIONS 2008

Section 11(4)

1. Notice of Victorian Energy Efficiency Target (VEET) Shortfall Penalty Rate variation

The Essential Services Commission gives notice under section 11(4) of the 'Victorian Energy Efficiency Target Regulations 2008' of a variation in the VEET Shortfall Penalty Rate to be used for the 2018 compliance year (1 January 2018 to 31 December 2018 inclusive).

Pursuant to section 11 of the Regulations, the 2010 Shortfall Penalty Rate of \$40 per certificate (in tonnes of carbon dioxide equivalent of greenhouse gas emissions) is to be adjusted for the 2018 compliance year using the following formula:

$$\text{\$40 per certificate} \times \frac{\text{the all groups consumer price index for Melbourne published by the Australian Statistician in respect of the 2017 September quarter}}{\text{the all groups consumer price index for Melbourne published by the Australian Statistician in respect of the 2009 September quarter}}$$

2. VEET Shortfall Penalty Rate for the 2018 Compliance Year

Application of the above formula results in a VEET Shortfall Penalty Rate for the 2018 compliance year of **\\$47.75** per certificate.

Dated 23 April 2018

RON BEN-DAVID
Chairperson
Essential Services Commission



GOULBURN-MURRAY RURAL WATER CORPORATION

Extension of Goulburn-Murray Irrigation District

Notice is hereby given that Goulburn-Murray Rural Water Corporation intends to extend the Goulburn-Murray Irrigation District by including the lands described below and shown on Plan Numbers: GMW462, GMW463, GMW464, GMW465, GMW466, GMW467, GMW468, GMW469, GMW 470, GMW471, GMW472, GMW473, GMW488, GMW489, GMW490, GMW491, GMW492, GMW493, GMW494 and GMW495.

DESCRIPTION OF LANDS TO BE INCLUDED IN THE GOULBURN-MURRAY IRRIGATION DISTRICT

| Volume | Folio | Lot No./ Crown Allotment | Plan No./ Section | Parish | Area (Ha) |
|--------|-------|-----------------------------|----------------------|---------|-----------|
| 8361 | 471 | 1 | TP239510F | Gobarup | 73.68 |
| 3263 | 402 | CA78D and 78F | | Wanalta | 152.63 |
| 6101 | 018 | CA6 and 7 | | Gobarup | 161.85 |
| 3118 | 555 | CA2 | | Gobarup | 79.10 |
| 4123 | 557 | 1 | TP228350N | Gobarup | 63.18 |
| 8361 | 473 | 1 and 2 | TP323870E | Gobarup | 73.69 |
| 9697 | 245 | CA9 | | Gobarup | 40.47 |

| Volume | Folio | Lot No./ Crown Allotment | Plan No./ Section | Parish | Area (Ha) |
|--------|-------|-------------------------------|----------------------|---------------|-----------|
| 3637 | 345 | CA 1 and 8 | | Gobarup | 171.57 |
| 3637 | 345 | CA 78 | | Wanalta | 22.44 |
| 3085 | 995 | CA 10 | | Gobarup | 25.20 |
| 2511 | 082 | CA 12 | | Gobarup | 36.06 |
| 4075 | 900 | CA 11 | | Gobarup | 39.66 |
| 3029 | 462 | CA 12A | | Gobarup | 6.46 |
| 5548 | 555 | CA26, 26A, 26B, 27 and 27A | | Gobarup | 312.64 |
| 2604 | 634 | CA80 | | Wanalta | 108.11 |
| 8738 | 157 | 1 and 2 | TP432130P | Wanalta | 54.53 |
| 8384 | 575 | 28 and 28A | | Gobarup | 58.86 |
| 8369 | 629 | 1 | TP246678 | Pompapiel | 34.92 |
| 11301 | 412 | 3 | TP330412 | Pompapiel | 13.08 |
| 9221 | 164 | CA 5 | | Kerang | 3.23 |
| 9749 | 848 | 2 | LP203202X | Tallygaroopna | 29.37 |
| 2535 | 877 | CA 20 | | Katandra | 8.86 |
| 2116 | 082 | CA 20A | | Katandra | 213.86 |
| 11192 | 797 | 2 | PS633542G | Pine Lodge | 64.33 |
| 8861 | 508 | CA 110 | | Burramine | 0.99 |
| 6388 | 421 | 1, 2 and 3 | TP374632J | Burramine | 230.5 |
| 5860 | 927 | CA 109A, 109B and 111 | | Burramine | 221.34 |
| 2817 | 267 | CA 39A | | Terrapee | 1.69 |
| 11039 | 855 | 1 | PS540885R | Kerang | 8.86 |
| 9467 | 571 | 1 | LP201680U | Murchison | 44.41 |
| 5111 | 133 | CA 23 and 25A | | Wychitella | 160.38 |
| 4351 | 078 | CA 25 | | Wychitella | 99.44 |
| 3309 | 645 | CA 26 | | Wychitella | 130.84 |
| 1333 | 556 | CA 24 | | Wychitella | 41.46 |
| 2595 | 975 | CA 1 | Section B | Picola | 129.01 |
| 5010 | 824 | CA 80A and 82 | | Wychitella | 116.82 |
| 5995 | 946 | CA 87 | | Wychitella | 260.11 |
| 5415 | 972 | CA 78 | | Wychitella | 130.95 |

The Corporation invites submissions in respect to the proposal. Any submissions should set out the grounds on which the submission is made and may be received by the Corporation within one month of publication of this notice in the Victoria Government Gazette. A copy of the proposal may be inspected, free of charge, at the office of Goulburn–Murray Rural Water Corporation, 40 Casey Street, Tatura, during business hours.

SCOTT BARBER
General Manager Customer Operations

Planning and Environment Act 1987
GREATER BENDIGO PLANNING SCHEME
Notice of Approval of Amendment
Amendment C221

The Minister for Planning has approved Amendment C221 to the Greater Bendigo Planning Scheme.

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

The Amendment implements the recommendations of the ‘Bendigo Urban Flood Study’, November 2013 by applying flooding controls to properties in active flow paths to ensure that flooding is considered in development proposals; streamlining the operation of these controls; and introducing guidelines for various forms of development within flood prone areas.

Specifically, the Amendment:

- Rezones part of land at 16 Rosemundy Road, Epsom (Lot 10 PS626735) from the Urban Floodway Zone to the Farming Zone.
- Deletes the Environmental Significance Overlay, Schedule 1 (Watercourse Protection) as shown on Map Nos 18ESO, 19ESO, 20ESO, 22ESO, 23ESO, 24ESO, 26ESO and 31ESO.
- Replaces the Land Subject to Inundation Overlay as shown on Map Nos 1LSIO, 5LSIO, 6LSIO, 8LSIO, 9LSIO, 12LSIO, 13LSIO, 15LSIO, 16LSIO, 17LSIO, 18LSIO, 19LSIO, 20LSIO, 22LSIO, 23LSIO, 24LSIO, 25LSIO, 28LSIO, 30LSIO, 31LSIO, 33LSIO, 39LSIO, 44LSIO and 45LSIO.
- Applies the Land Subject to Inundation Overlay as shown on Map Nos 14LSIO, 21LSIO and 26LSIO.
- Applies the Special Building Overlay as shown on Map Nos 8SBO, 12SBO, 14SBO, 15SBO, 16SBO, 18SBO, 19SBO, 22SBO, 23SBO and 26SBO.
- Amends Clause 21.02 of the Municipal Strategic Statement to refer to flooding as a key environmental issue.
- Amends Clause 21.08 of the Municipal Strategic Statement to insert information, objectives, strategies and implementation measures about flooding.
- Amends Clause 21.10 of the Municipal Strategic Statement to insert the ‘Bendigo Urban Flood Study’, November 2013 as a reference document.
- Replaces the Schedule to Clause 44.04 (Land Subject to Inundation Overlay) with a new Schedule 3 to apply to Heathcote and rural areas.
- Inserts a new Schedule 1 to Clause 44.04 (Land Subject to Inundation Overlay) to apply to areas subject to flooding from waterways of depths up to and including 350 millimetres.
- Inserts a new Schedule 2 to Clause 44.04 (Land Subject to Inundation Overlay) to apply to areas subject to flooding from waterways of depths greater than 350 millimetres.
- Inserts Clause 44.05 (Special Building Overlay) into the Greater Bendigo Planning Scheme.
- Inserts a new Schedule 1 to Clause 44.05 (Special Building Overlay) to apply to the Urban Drainage Management Area.
- Inserts a new Schedule 2 to Clause 44.05 (Special Building Overlay) to apply to the Bendigo Creek Levee Management Area.
- Amends the Schedule to Clause 61.03 to update the list of maps forming part of the Greater Bendigo Planning Scheme.
- Amends the Schedule to Clause 81.01 to insert the ‘Bendigo Local Floodplain Development Plan’, February 2018 into the Greater Bendigo Planning Scheme as an incorporated document.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Greater Bendigo City Council, Hopetoun Mill, 15 Hopetoun Street, Bendigo.

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

Planning and Environment Act 1987
GREATER BENDIGO PLANNING SCHEME
Notice of Approval of Amendment
Amendment C223

The Minister for Planning has approved Amendment C223 to the Greater Bendigo Planning Scheme.

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

The Amendment implements the ‘White Hills and East Bendigo Heritage Study – Stage 2’, 2016 by applying the Heritage Overlay to 5 new heritage precincts, 2 extended heritage precincts, 15 individual heritage places and 3 additional miners’ cottages (part of the HO999 miners’ cottages serial heritage listing); deleting part of HO869 from land at 249–249A Napier Street, Bendigo; including Stage 2 of the study as a Reference Document at Clause 21.10; replacing the Schedule to Clause 43.01 (Heritage Overlay) with a new Schedule; and replacing the ‘Greater Bendigo Heritage Incorporated Plan – Permit Exemptions January 2018’ with an amended incorporated document to specify additional planning permit exemptions under the Heritage Overlay.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Greater Bendigo City Council, Hopetoun Mill, 15 Hopetoun Street, Bendigo.

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

Planning and Environment Act 1987
KINGSTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C153

The Minister for Planning has approved Amendment C153 to the Kingston Planning Scheme.

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

The Amendment introduces public open space contribution rates to all non-exempt subdivisions, by amending the Schedule to Clause 52.01 and Clause 21.11, and inserts a new local planning policy at Clause 22.19.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Kingston City Council, 1230 Nepean Highway, Cheltenham.

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

Planning and Environment Act 1987
KINGSTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C158

The Minister for Planning has approved Amendment C158 to the Kingston Planning Scheme.

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

The Amendment rezones land at 1408–1418 Centre Road and 456 Haughton Road, Clayton South from General Residential Zone Schedule 4 to Residential Growth Zone Schedule 1, and deletes the General Residential Zone Schedule 1 from the Kingston Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Kingston City Council, 1230 Nepean Highway, Cheltenham, Victoria.

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

Planning and Environment Act 1987
MACEDON RANGES PLANNING SCHEME
Notice of Approval of Amendment
Amendment C123

The Minister for Planning has approved Amendment C123 to the Macedon Ranges Planning Scheme.

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

The Amendment:

- Applies the Heritage Overlay to 38 properties in Kyneton, Gisborne and New Gisborne on an interim basis on Planning Scheme Maps 6HO, 12HO, 13HO, 34HO, 35HO, 36HO, 37HO and 44HO.
- Amends Clause 21.08 (Built Environment and Heritage) to include the ‘Gisborne and Kyneton Heritage Study’, December 2017 as a reference document.
- Amends the Schedule to Clause 43.01 (Heritage Overlay) to include new entries HO281–HO317 on an interim basis for 12 months from the date of gazettal.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the following offices of the Macedon Ranges Shire Council: Lancefield Neighbourhood House, 78 High Street, Lancefield; Kyneton Administration Centre, 129 Mollison Street, Kyneton; Gisborne Administration Centre, 40 Robertson Street, Gisborne; Romsey Library, 96–100 Main Street, Romsey.

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

Planning and Environment Act 1987
MARIBYRNONG PLANNING SCHEME
Notice of Approval of Amendment
Amendment C141

The Minister for Planning has approved Amendment C141 to the Maribyrnong Planning Scheme.

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

The Amendment inserts a new local policy at Clause 22.08 – Licensed Premises Policy, amends the Municipal Strategic Statement to include ‘Maribyrnong City Council – Managing the Impacts of Licensed Premises 2015’ as a reference document at Clause 21.12 and makes associated changes to Clause 21.08.

A copy of the Amendment can be inspected, free of charge, at the Department of Environment, Land, Water and Planning website at www.planning.vic.gov.au/public-inspection and free of charge, during office hours, at the offices of the Maribyrnong City Council, Maribyrnong Town Hall, corner Hyde and Napier Streets, Footscray.

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

Planning and Environment Act 1987

GLENELG PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C91

The Glenelg Shire Council has resolved to abandon Amendment C91 to the Glenelg Planning Scheme.

The Amendment C91 proposed to insert Schedule 6 to the Environmental Significance Overlay (ESO6). ESO6 was to be applied on land within a 500 metre buffer to the former Portland Landfill site at 210 Cape Nelson Road, Portland. ESO6 was to be applied to Planning Scheme Maps 35ESO, 40ESO and 41ESO to identify land affected by the overlay.

The Amendment C91 lapsed on 27 March 2018.

STUART MENZIES

Director

State Planning Services

Department of Environment, Land, Water and Planning

ORDERS IN COUNCIL**Domestic Animals Act 1994****ORDER EXEMPTING GAP GREYHOUNDS SOLD THROUGH THE
GREYHOUND ADOPTION PROGRAM FROM THE OPERATION OF
SECTIONS 45, 63A AND 96 OF THE ACT**

Order in Council

The Governor in Council makes the following Order under section 5 of the **Domestic Animals Act 1994** (the Act):

PART 1 – PRELIMINARY**1 Objectives**

The objectives of this Order are –

- (a) to exempt GAP greyhounds from the operation of section 96 of the **Domestic Animals Act 1994** (the Act), if they are sold by the Greyhound Adoption Program from a place other than a registered GAP premises; and
- (b) to exempt the Greyhound Adoption Program from the operation of –
 - (i) section 45 of the Act; and
 - (ii) section 63A of the Act to the extent that it relates to the operation of the Shelter and Pound Code of Practice –
when selling GAP greyhounds from a place that is not a registered GAP premises; and
- (c) to impose certain conditions on those exemptions.

2 Authorising provision

This Order is made under section 5 of the Act.

3 Commencement

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

4 Revocation

The Order in Council entitled *Order Exempting GAP Greyhounds Sold through the Greyhound Adoption Program from the Operation of Section 45, 63A and Section 96 of the Act* published in Government Gazette G5 on 1 February 2018 is **revoked**.

5 Definitions

In this Order –

Shelter and Pound Code of Practice means the *Code of Practice for the Management of Dogs and Cats in Shelters and Pounds (Revision Number 1)* notice of the making of which was published in Government Gazette S207 on 30 June 2011.

GAP greyhound means a greyhound owned by Greyhound Racing Victoria under the Greyhound Adoption Program;

Greyhound Adoption Program means the domestic animal businesses conducted at one or more premises registered under Part 4 of the Act;

Greyhound Racing Club has the same meaning as in the **Racing Act 1958**.

registered GAP premises means premises registered under Part 4 of the Act at which the Greyhound Adoption Program is conducted.

PART 2 – EXEMPTIONS**6 Exemption from section 96 of the Act**

The class of animals, known as GAP greyhounds, is exempt from the operation of section 96 of the Act if –

- (a) the GAP greyhound is sold by the Greyhound Adoption Program from a place that is not a registered GAP premises; and
- (b) the sale of GAP greyhounds is conducted in accordance with the conditions specified in Part 3 of this Order.

7 Exemption from sections 45 and 63A of the Act

The Greyhound Adoption Program is exempt from the operation of section 45 of the Act, and section 63A of the Act to the extent that it relates to the operation of the Shelter and Pound Code of Practice, if –

- (a) the GAP greyhounds are sold by the Greyhound Adoption Program from a place that is not a registered GAP premises; and
- (b) the sale of the GAP greyhounds is conducted in accordance with the conditions specified in Part 3 of this Order.

PART 3 – CONDITIONS OF EXEMPTIONS**8 Exemptions subject to conditions in this Part**

The exemptions specified in clauses 6 and 7 are subject to the conditions set out in this Part.

9 Places where sales may be held

The proprietor of the Greyhound Adoption Program must ensure that the sale of GAP greyhounds is not conducted at any place other than at the premises of the following Greyhound Racing Clubs:

Sandown Greyhound Racing Club

View Road
Springvale VIC 3171

The Meadows

80 Northcorp Boulevard
Broadmeadows VIC 3047

Ballarat Greyhound Racing Club

Corner Rubicon Street & Sutton Street
Ballarat Central VIC 3356

Bendigo Greyhound Racing Association

Lords Raceway
McIvor Highway
Junortoun VIC 3551

Cranbourne Greyhound Racing Club

Cranbourne Racing Centre
50 Grant Street
Cranbourne VIC 3977

Geelong Greyhound Racing Club

Beckley Park
Broderick Road
Corio VIC 3214

Healesville Greyhound Racing Club

Healesville Sports Complex
Corner Don Road and Donald Street
Healesville VIC 3777

Horsham Greyhound Racing Club

Horsham Showground
McPherson Street
Horsham VIC 3400

Sale Greyhound Club

Sale Showgrounds
Maffra–Sale Road
Sale VIC 3850

Shepparton Greyhound Racing Club

7580 Goulburn Valley Highway
Kialla VIC 3631

Traralgon Racing Club

Glenview Park
McNairn Road
Traralgon VIC 3844

Warragul Greyhound Racing Club

Logan Park
Warragul VIC 3820

Warrnambool Greyhound Racing Club

Warrnambool Showgrounds
Koroit Street
Warrnambool VIC 3280

10 Veterinary practitioner to be on call during sale

The proprietor of the Greyhound Adoption Program must ensure that a veterinary practitioner is on call at all times during every sale event for GAP greyhounds.

11 Water and shelter during sale

The proprietor of the Greyhound Adoption Program must ensure that, at all times during the sale of GAP greyhounds –

- (a) the greyhounds have access to clean drinking water in a container that cannot be tipped over easily; and
- (b) the greyhounds have adequate protection from adverse weather conditions.

12 Unsold greyhounds must be returned to a registered GAP premises, or the foster carer's place of residence, overnight.

The proprietor of the Greyhound Adoption Program must ensure that all GAP greyhounds that are not sold or given away at a sale event –

- (a) are returned to a registered GAP premises, or to the foster carer's place of residence, at the conclusion of a sale event; and
- (b) no greyhounds are kept overnight at the place of the sale.

13 Handling of greyhounds

The proprietor of the Greyhound Adoption Program must ensure that –

- (a) any staff who handle GAP greyhounds at the sale have appropriate training in animal handling techniques and are able to demonstrate the knowledge, skills, attitude and behaviour to undertake the appropriate handling techniques for GAP greyhounds at the sale premises; and
- (b) greyhounds are handled as humanely as possible with minimum risk to the animals, staff and members of the public.

14 Sale Guarantee

- (1) The proprietor of the Greyhound Adoption Program must ensure that the sale guarantee provisions of this clause are complied with in respect of the sale of every GAP greyhound.
- (2) If a GAP greyhound purchased at the sale –
 - (a) is not acceptable to a purchaser due to health, physical or other reasons (excluding accidents); and
 - (b) those reasons are supported by a statement in writing from a veterinary practitioner –the purchaser may, within seven days of the purchase, return the greyhound to the Greyhound Adoption Program.
- (3) If a purchaser returns a greyhound to the Greyhound Adoption Program in the circumstances described in subclause (1), the proprietor of the Greyhound Adoption Program must ensure that –
 - (a) the return of the greyhound is accepted; and
 - (b) the purchase price is refunded to the purchaser.
- (4) If a GAP greyhound is returned by a purchaser to the Greyhound Adoption Program within three days for any reason other than that described in subclause (1), the proprietor of the Greyhound Adoption Program must ensure that –
 - (a) 75 per cent of the purchase price is refunded to the purchaser; or
 - (b) the purchaser is offered a replacement greyhound with the same sale guarantee.
- (5) If a GAP greyhound dies or is euthanased as a result of a disease that is traceable to the point of sale –
 - (a) the purchase price must be refunded to the purchaser; or
 - (b) a replacement GAP greyhound must be offered to the purchaser with the same sale guarantee.

15 Provision of information about responsible pet ownership

The proprietor of the Greyhound Adoption Program must ensure that, prior to acquiring a GAP greyhound, a prospective purchaser of a GAP greyhound –

- (a) is provided with advice on whether the GAP greyhound is a suitable type of pet for their environment, giving consideration to matters including yard size, exercise requirements, and children and other pets at the property; and
- (b) is encouraged to seek advice on the numbers of pets allowed or any other legal requirements from their local Council and, in the case of rental premises, to obtain approval from their landlord; and
- (c) is provided with advice about pet care and information leaflets about the veterinary attention required for the greyhound after purchase (including any required follow-up vaccination), current legislation covering the registration of animals and any greyhound-specific legislative requirements; and
- (d) is instructed to seek advice from a veterinary practitioner about any health or behavioural problems with the GAP greyhound.

16 Health requirements for sale of GAP greyhounds

- (1) The proprietor of the Greyhound Adoption Program must ensure that every GAP greyhound that is sold –
 - (a) is implanted with a prescribed permanent identification device; and
 - (b) is desexed; and
 - (c) is wormed and vaccinated.

- (2) The proprietor of the Greyhound Adoption Program must ensure that the purchaser of a GAP greyhound is given a certificate showing details of the date the GAP greyhound was desexed, vaccinated, including details of the vaccinations that were administered and details of the microchip in the prescribed permanent identification device.
- (3) The proprietor of the Greyhound Adoption Program must ensure that any greyhound that is aggressive, anti-social or that has a known vice such as excessive barking, or is an habitual escapee must not be made available for sale.
- (4) If a GAP greyhound has a defect or condition that does not significantly affect the greyhound's quality of life and the GAP greyhound is made available for sale, the proprietor of the Greyhound Adoption Program must ensure that, before the GAP greyhound is sold to a person –
 - (a) a veterinary practitioner has issued a certificate stating that the defect or condition will not significantly affect the GAP greyhound's quality of life; and
 - (b) the prospective owner is informed of the defect or condition in the GAP greyhound and given a copy of the veterinary practitioner certificate in accordance with 4(a).

17 Transport of greyhounds

- (1) The proprietor of the Greyhound Adoption program must ensure that, when transporting GAP greyhounds to or from a place at which a sale is held in accordance with this Order, the following requirements are met –
 - (a) the vehicle in which the GAP greyhounds are being transported allows provision for the dogs to be physically separated and restrained or individually enclosed by a compartment or cage;
 - (b) any cages in the cargo area of the vehicle must be secured to the vehicle to prevent movement of the cage;
 - (c) there must be no protrusions or sharp edges in the framework, doors, partitions, or any part of the vehicle or cage that could cause injury to a GAP greyhound;
 - (d) any additional equipment or thing stored in the vehicle must be secured or separated to prevent movement or injury to a GAP greyhound;
 - (e) the cage or compartment in which the GAP greyhound is held is of a design that is escape proof and prevents the protrusion of the animal's head or limbs;
 - (f) the floor of the vehicle must be strong enough to bear the weight of the GAP greyhounds being transported, and must have a non-slip surface to minimise the likelihood of injury;
 - (g) the vehicle, cages or compartments where the GAP greyhounds are held must be weatherproof and have adequate ventilation when stationary and in motion;
 - (h) the vehicle, cages or compartments must have appropriate facilities for ease of loading and unloading GAP greyhounds with minimal risk of injury to the animals and humans.
- (2) The proprietor of the Greyhound Adoption program must ensure that, when transporting GAP greyhounds to or from a place at which a sale is held in accordance with this Order, GAP greyhounds are not transported in the cabin of a transport vehicle unless the greyhound is physically restrained in a manner that prevents the greyhound from escaping or being able to move to other parts of the vehicle.

18 Records

- (1) The proprietor of the Greyhound Adoption Program must ensure that a record is created for every greyhound that is to be sold at the sale which includes the following details and must retain these records for a period of not less than five years:

- (a) name of the animal;
 - (b) name of the owner of the animal;
 - (c) contact telephone number and address of the owner or owner's agent;
 - (d) sex of the dog and whether it is desexed;
 - (e) colour;
 - (f) age;
 - (g) details of medical, dietary, bathing and grooming requirements;
 - (h) vaccination status;
 - (i) heartworm treatment;
 - (j) any behaviour problems;
 - (k) any permanent identification.
- (2) The proprietor of the Greyhound Adoption Program must ensure that the record for each GAP greyhound that is sold at the sale is updated with the following details and must retain these records for a period of not less than five years:
- (a) microchip number and date of implantation;
 - (b) date Domestic Animal Registry was notified;
 - (c) date Council notified that new owner lives in that Council area;
 - (d) date animal was wormed;
 - (e) date animal was desexed;
 - (f) date animal was vaccinated and by whom it was vaccinated.

Note:

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

Dated 24 April 2018

Responsible Minister:

JAALA PULFORD

Minister for Agriculture

ANDREW ROBINSON
Clerk of the Executive Council

Road Safety Act 1986
APPROVAL OF ANALYSTS

Order in Council

The Governor in Council, under section 57B of the **Road Safety Act 1986**, by this Order approves the following persons employed by Racing Analytical Services Ltd as properly qualified analysts for the purposes of section 57B of that Act –

Ms Amanda Mudge, Human Operations Co-ordinator

Ms Victoria McCombe, Acting Human Operations Supervisor

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

Dated 24 April 2018

Responsible Minister:

LUKE DONNELLAN MP

Minister for Roads and Road Safety

ANDREW ROBINSON
Clerk of the Executive Council

Road Safety Act 1986
APPROVAL OF LABORATORY

Order in Council

The Governor in Council, under section 57B of the **Road Safety Act 1986**, by this Order approves the Racing Analytical Services Ltd laboratory at 400 Epsom Road, Flemington, Victoria for the purposes of section 57B of that Act.

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

Dated 24 April 2018

Responsible Minister:

LUKE DONNELLAN MP

Minister for Roads and Road Safety

ANDREW ROBINSON
Clerk of the Executive Council

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

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

46. *Statutory Rule:* Criminal Procedure
Amendment
Regulations 2018
- Authorising Act:* Criminal Procedure
Act 2009
- Date first obtainable:* 26 April 2018
- Code A*
-

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