SHIRE OF GINGIN

HISTORY | BEAUTY | PROSPERITY



MINUTES

Ordinary Council Meeting

20 July 2021

CONFIRMATION OF MINUTES

These Minutes have been CONFIRMED by Council as the official record for the Shire of Gingin's Ordinary Council Meeting held on 20 July 2021.



Councillor C W Fewster
SHIRE PRESIDENT

Date of Confirmation: 17 August 2021

DISCLAIMER

Members of the public are advised that Council agendas, recommendations, minutes and resolutions are subject to confirmation by Council and therefore, prior to relying on them, one should refer to the subsequent meeting of Council with respect to their accuracy.

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Applicants and other interested parties should refrain from taking any action until such time as written advice is received confirming Council's decision with respect to any particular issue.

ACKNOWLEDGEMENT OF COUNTRY

The Shire of Gingin would like to acknowledge the Yued people who are the traditional custodians of this land. The Shire would like to pay respect to the Elders past, present and emerging of the Yued Nation and extend this respect to all Aboriginal people. The Shire also recognises the living culture of the Yued people and the unique contribution they have made to the Gingin region.

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ORDER OF BUSINESS

1 DECLARATION OF OPENING

The Shire President declared the meeting open at 03:12 pm and welcomed all in attendance.

2 RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

Councillors – C W Fewster (Shire President), J K Rule (Deputy Shire President), L Balcombe, J Court, F J Johnson, J C Lobb, J E Morton and A R Vis.

Staff – A Cook (Chief Executive Officer), L Crichton (Executive Manager Corporate and Community Services), M Haramboure (Executive Manager Operations and Assets), R Kelly (Executive Manager Regulatory and Development Services), K Bacon (Manager Statutory Planning), J Bayliss (Statutory Planning Officer) and L Burt (Coordinator Governance/Minute Officer).

Gallery – There were two members of the public present in the Gallery.

2.2 APOLOGIES

Nil

2.3 LEAVE OF ABSENCE

Councillor F J Peczka

3 DISCLOSURES OF INTEREST

Councillor Kim Rule

Item:	13.3 Application for Development Approval – Proposed Change of Use – Shop and Amusement Parlour and Application for Retrospective Development Approval for Alfresco Area at Lot 206 (1) Mullins Street, Guilderton
Interest:	Financial
Reason:	Adjoining Landowner – lime sand pit next door

4 PUBLIC QUESTION TIME

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTIONS

Nil

5 PETITIONS

Nil

6 APPLICATIONS FOR LEAVE OF ABSENCE

The following Applications for Leave of Absence were submitted:

a. Councillor Frank Peczka for the Ordinary Council meeting on 20 July 2021; and

b. Councillor Jan Court for the Ordinary Council meeting on 17 August 2021.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson **SECONDER: Councillor Vis**

That Council grant Leave of Absence to:

a. Councillor Peczka for the Ordinary Council Meeting on 20 July 2021; and

b. Councillor Court for the Ordinary Council Meeting on 17 August 2021.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*
AGAINST: *Nil*

7 CONFIRMATION OF MINUTES

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Morton

That Council confirm the Minutes of the Ordinary Council Meeting held on 15 June 2021 and the Minutes of the Special Council Meeting held on 6 July 2021 as a true and accurate record.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

8 ANNOUNCEMENTS BY THE PRESIDING MEMBER

Nil

9 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

10 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

11 REPORTS - OFFICE OF THE CEO

11.1 PROCLAMATION OF LOT 361 BROCKMAN STREET AND LOT 346 CAIRN CRESCENT, GINGIN AS A CEMETERY

File	A5835; HLT/26
Author	Lee-Anne Burt - Governance Officer
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	21 August 2018, Item 15.1
Appendices	1. Location Plan [**11.1.1** - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider making application to the Governor of Western Australia to have Lot 361 Brockman Street and Lot 346 Cairn Crescent, Gingin proclaimed as a cemetery under the *Cemeteries Act 1986*, and Lot 361 vested in the care, control and management of the Gingin Cemetery Board (the Shire of Gingin).

BACKGROUND

Lot 361 Brockman Street, Gingin was purchased by the Shire of Gingin in 2018 for the purpose of providing room for future expansion of the Gingin Cemetery. Lot 346 Cairn Crescent was ceded to the State as part of the subdivision process for the Marchmont Estate, and in 2014 was vested in the Shire of Gingin for the purpose of "Cemetery". A plan showing the locations of the existing Gingin Cemetery, Lot 361 Brockman Street and Lot 346 Cairn Crescent is provided as **Appendix 11.1.1**.

Whilst there are no immediate plans for any development of Lots 346 or 361, the land cannot be used for cemetery purposes until it has been proclaimed by the Governor as a cemetery under the *Cemeteries Act 1986*, and the care, control and management of Lot 361 as a cemetery has been formally vested in the Gingin Cemetery Board (i.e. the Shire of Gingin).

Lot 361 will also need to be rezoned from "Residential" to "Cemetery".

The rezoning will require an amendment to Local Planning Scheme No. 9, which can be a lengthy process. That being the case, it is considered opportune to complete the required proclamation and vesting process sooner rather than later in preparation for the Scheme amendment to be commenced.

COMMENT

The Department of Local Government, Sport and Cultural Industries is the State agency responsible for oversight of cemeteries.

The Department has confirmed that it is happy to assist the Shire by drafting the proclamation proposal and relevant instruments. However, before commencing the process a Council resolution is required authorising the submission of a proposal to the Governor.

The matter is therefore presented for Council's formal consideration.

STATUTORY/LOCAL LAW IMPLICATIONS

Cemeteries Act 1986
Part II Cemeteries
Section 4 – Declaration and closure of cemeteries
Section 5 – Vesting of management of cemetery

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Community Wellbeing
Objective	1. To support the Shire of Gingin community to be inclusive, vibrant, healthy and safe through the Shire's service delivery
Outcome	1.1 Inclusive
Key Service Area	Gingin Cemetery
Priorities	N/A

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Morton SECONDED: Councillor Balcombe

That Council agree to make application to the Governor of Western Australia to have Lots 346 Cairn Crescent and 361 Brockman Street, Gingin proclaimed as a cemetery under s.4 of the *Cemeteries Act 1986* and vested as a cemetery in the care, control and management of the Shire of Gingin (the Gingin Cemetery Board).

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*



SHIRE OF GINGIN	7 Brockman St Gingin WA 6503 P: 08 9575 5100 255 Vins Way Lancelin WA 6044 P: 08 9575 5155 E: mail@gingin.wa.gov.au	Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.	Location Plan - Lot 361 Brockman Street, Gingin Scale: 1:2612 | Date: 30/04/2021	N

11.2 SHIRE OF GINGIN CONTROL OF VEHICLES (OFF-ROAD AREAS) LOCAL LAW 2021

File	LAW/1
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	16 March 2021, Item 11.1.1
Appendices	1. Shire of Gingin Control of Vehicles (Off- Road Areas) Local Law 2021 [**11.2.1** - 14 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider making an undertaking to the Joint Standing Committee on Delegated Legislation to amend the Shire of Gingin Control of Vehicles (Off-road Areas) Local Law 2021.

BACKGROUND

At its meeting on 16 March 2021, Council resolved to adopt the Shire of Gingin Control of Vehicles (Off-road Areas) Local Law 2021 (the Local Law).

In accordance with the requirements of the *Local Government Act 1995*, the Local Law was published in the Government Gazette on 1 April 2021 and then submitted to the Joint Standing Committee on Delegated Legislation (JSCDL) with the required Explanatory Memorandum and Checklist for review.

The Local Law came into effect on 16 April 2021.

On 17 June 2021 the Shire President received correspondence advising that the Local Law was considered by the JSCDL on 14 June 2021, at which time a number of typographical errors were identified, as follows:

1. The title of the Local Law was incorrectly gazetted as Control of Vehicles (Off-road Areas) Local Law 2020. As the Local Law was gazetted in 2021, this is the year that should be reflected in the title.

2. Clause 3.7 is titled “Cancellation or suspension”, but in fact only governs the cancellation of permits. There is no reference in the clause to suspension of permits, and therefore the title should be amended to read “Cancellation of permit”.

In addition to the above errors, the JSCDL has also requested that it be provided with copies of letters forwarded to the Minister for Local Government on 30 November 2020 and 6 April 2021, enclosing copies of the proposed and adopted Local Law as required under s.3.12 of the *Local Government Act 1995*.

The JSCDL has requested that, by 23 July 2021, Council provide an undertaking to do the following:

1. When the Local Law is next reviewed and amended:

    a. Correct the typographical error in Clause 3.7;

    b. Ensure the title of the Local Law reflects the year in which it was made;

2. Ensure any consequential amendments arising from the undertaking will be made;

3. Where the Local Law is made publicly available by the Shire, whether in hard copy or electronic form, ensure that it is accompanied by a copy of the undertaking; and

4. Provide copies of the letters sent to the Minister for Local Government enclosing the proposed and adopted Local Law.

COMMENT

The Local Law is provided for Council's information as **Appendix 11.3.1**.

The following explanatory comments are provided with respect to the JSCDL's requirements:

1. Local Law Title

    The original draft of the Local Law was compiled and provided by the Shire's legal advisers in 2020, and therefore the title on the draft reflected that year. The title should have been amended prior to gazettal, but unfortunately this was overlooked by Administration.

2. Clause 3.7 Title

    The title of Clause 3.7 is as provided in the draft supplied by the Shire's legal advisers. However, the point is acknowledged and accepted.

3. Supply of Copies of Correspondence to the Minister for Local Government

   Whilst this correspondence can easily be supplied, it is pointed out that the Checklist that local governments must complete and submit to the JSCDL with gazetted local laws only requires that the local government provide the date that such correspondence was forwarded. There has never been a stated requirement to provide copies of the actual correspondence, and this has not previously been requested by the JSCDL with respect to any other Shire of Gingin local law.

Section 3.16 of the *Local Government Act 1995* requires that local laws must be reviewed within eight years of the date that they commence. Most local governments tend to review all local laws at the time that the oldest local law is due, both for convenience and to ensure that no local law is overlooked for review.

The Shire of Gingin last conducted an eight year local law review in 2014, and therefore is due to complete a new review of all local laws, including the Control of Vehicles (Off-road Areas) Local Law in 2022. This means that the corrections required by the JSCDL will be undertaken next year.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 3 – Functions of local governments
Division 2 – Legislative functions of local governments
Section 3.12 – Procedure for making local laws
Section 3.16 – Periodic review of local laws

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

The cost of undertaking the Shire's 2022 review of local laws will be provided for in the adopted 2022/23 budget.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	5 – To demonstrate effective leadership, governance and advocacy on behalf of community
Outcome	5.1 Values Our Organisational/Business Values are demonstrated in all that we do
Key Service Area	N/A
Priorities	N/A

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Court SECONDED: Councillor Johnson

That Council provide an undertaking to the Joint Standing Committee on Delegated Legislation that the Shire of Gingin will:

1. **When the Shire of Gingin Control of Vehicles (Off-road Areas) Local Law is next reviewed and amended, correct the typographical error in Clause 3.7 and ensure that the title of the Local Law reflects the year in which it was made.**

2. **Ensure any consequential amendments arising from the undertaking will be made.**

3. **Where the Local Law is made publicly available by the Shire, whether in hard copy or electronic form, ensure that it is accompanied by a copy of the undertaking.**

4. **Provide copies of the letters sent to the Minister for Local Government enclosing the proposed and adopted Local Law.**

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

LOCAL GOVERNMENT ACT 1995
CONTROL OF VEHICLES (OFF-ROAD AREAS) ACT 1978

SHIRE OF GINGIN

CONTROL OF VEHICLES (OFF-ROAD AREAS) LOCAL LAW 2020

LOCAL GOVERNMENT ACT 1995
CONTROL OF VEHICLES (OFF-ROAD AREAS) ACT 1978

SHIRE OF GINGIN

CONTROL OF VEHICLES (OFF-ROAD AREAS) LOCAL LAW 2020

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LOCAL GOVERNMENT ACT 1995

CONTROL OF VEHICLES (OFF-ROAD AREAS) ACT 1978

SHIRE OF GINGIN

CONTROL OF VEHICLES (OFF-ROAD AREAS) LOCAL LAW 2020

Under the power conferred by the *Control of Vehicles (Off-road Areas) Act 1978*, the *Local Government Act 1995* and under all other powers enabling it, the local government of the Shire of Gingin resolved on 16 March 2021 to make the following local law.

Part 1 - Preliminary

1.1 Title

This is the *Shire of Gingin Control of Vehicles (Off-road Areas) Local Law 2020*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Terms used

(1) In this local law, unless the context otherwise requires -

authorised person means a person appointed by the local government under section 38(3) of the *Control of Vehicles (Off-road Areas) Act,* or appointed under section 9.10 of the *Local Government Act*, to perform any of the functions of an authorised person under this local law;

CEO means the chief executive officer of the local government;

commencement day means the day on which this local law comes into operation under clause 1.2;

Council means the council of the local government;

Control of Vehicles (Off-road Areas) Act means the *Control of Vehicles (Off-road Areas) Act 1978;*

Control of Vehicles (Off-road Areas) Regulations means the Control of Vehicles (Off-road Areas) Regulations 1979;

district means the district of the local government;

drive has the meaning in the *Control of Vehicles (Off-road Areas) Act*;

fauna means any animal indigenous to or which periodically migrates to any State or Territory of the Commonwealth or the territorial waters of the Commonwealth and includes, in relation to any such animal—

(a) any class of animal or individual members;

(b) the eggs or larvae; or

(c) the carcass, skin, plumage or fur;

infrastructure means any thing installed or placed on the Off-road Vehicle Area by the local government or any public authority, including a curb, bollard, pole, gate, fence, sign, bin, structure or building;

local government means the Shire of Gingin;

Local Government Act means the *Local Government Act 1995;*

Local Government Regulations means the *Local Government (Functions and General) Regulations 1996*;

local public notice means notice given in accordance with the procedure set out in section 1.7 of the *Local Government Act*;

nuisance means—

(a) an activity or condition which is harmful or annoying and which may give rise to legal liability in the tort of public or private nuisance at common law;

(b) an unreasonable interference with the use and enjoyment of a person of his or her right to use or occupy the Off-road Vehicle Area; or

(c) an interference which causes material damage to the Off-road Vehicle Area or to any infrastructure;

Off-road Vehicle Area means any off-road vehicle area declared as a Permitted Area under section 12 of the *Control of Vehicles (Off-road Areas) Act*, within the district of the local government;

owner, in relation to property, or a vehicle, means –

(a) the person who is entitled to possession of the property, or the vehicle; or

(b) if there are several persons entitled to its immediate possession, the person whose entitlement is paramount;

permit means a permit issued under this local law;

permitted area has the meaning in the *Control of Vehicles (Off-road Areas) Act*;

permit holder means a person who holds a valid permit;

public authority has the meaning in the *Control of Vehicles (Off-road Areas) Act*;

ramp means a ramp, device or any other thing, designed or used to perform a stunt, make a jump or to propel a vehicle into the air;

sandboard means a board, sled or any other thing, designed or used for sand surfing or sandboarding;

trading means —

(a) the selling or hiring of, the offering for sale or hire of, or the soliciting of orders for, goods or services in the Off-road Vehicle Area; or

(b) displaying goods in the Off-road Vehicle Area for the purpose of—

(i) offering them for sale or hire;

(ii) inviting offers for their sale or hire;

(iii) soliciting orders for them; or

(iv) carrying out any other transaction in relation to them, and includes the setting up of a stall, or the conducting of a business at a stall; and

vehicle has the meaning in the *Control of Vehicles (Off-road Areas) Act.*

(2) A term that is used in this local law and is not defined in clause 1.4(1) has the meaning in the *Control of Vehicles (Off-road Areas) Act* or, if not defined in the *Control of Vehicles (Off-road Areas) Act*, the meaning in the *Local Government Act*.

1.5 Meaning of 'on'

In this local law a reference to 'on the Off-road Vehicle Area' or to 'in the Off-road Vehicle Area' includes 'on or in the Off-road Vehicle Area'.

Part 2 - Off-road Vehicle Area

Division 1 – Entry to the Off-road Vehicle Area

2.1 Entry restrictions

(1) A person must not —

(a) enter the Off-road Vehicle Area unless the fee or charge (if any) imposed by the local government in relation to use of, or admission to the area has been paid;

(b) enter or remain on the Off-road Vehicle Area except on those days and during those times when access is available to the public; or

(c) enter any area of the Off-road Vehicle Area that has been fenced off or closed to the public.

(2) Subclause (1) does not apply in any of the circumstances referred to in clause 2.5(2)(b), (c) or (d).

2.2 Refusal of entry

(1) An authorised person may refuse to allow entry to the Off-road Vehicle Area to any person whom he or she reasonably suspects has behaved in a manner contrary to the provisions of this local law.

(2) A refusal under subclause (1) can be for any period of up to 12 months as determined by an authorised person.

2.3 Direction to leave

An authorised person who reasonably suspects that a person has contravened a provision of any written law in respect of the Off-road Vehicle Area may direct the person to leave the Off-road Vehicle Area.

Division 2 – Activities on Off-road Vehicle Area

2.4 Activities requiring a permit

(1) A person must not without a permit —

(a) carry on trading on the Off-road Vehicle Area, unless the trading is conducted by a person who has a permit to carry on trading on the Off-road Vehicle Area under any written law; or

(b) conduct a function or public event, or undertake any promotional activity, on the Off-road Vehicle Area.

(2) The CEO or an authorised person may exempt a person from compliance with subclause (1) on the application of that person.

2.5 Using or driving a vehicle

(1) A person must not –

(a) use or drive a vehicle in the Off-road Vehicle Area, other than in an area designated for vehicle use;

(b) permit any person under the age of 16 years to use or drive a vehicle in the Off-road Vehicle Area, unless that person is under the supervision of an adult; and

(c) use or drive a vehicle in the Off-road Vehicle Area, at a speed that exceeds the speed limit applicable to the area where the vehicle is being driven.

(2) The use or driving of a vehicle in circumstances that would otherwise be contrary to the provisions of clause 2.5(1)(a) or clause 2.5(1)(c) is permitted –

(a) where the vehicle is used or intended to be used for the conveyance of an incapacitated person and is designed for use solely for that purpose;

(b) for purposes connected with providing medical treatment or responding to an injury or illness, or preventing, controlling, or extinguishing a fire;

(c) by an authorised person in the course of performing a function under a written law;

(d) by a person performing a function of a public authority under a written law; or

(e) by the holder of a permit issued under this local law, or a permit referred to in clause 2.4(1)(a), in accordance with the terms of the permit.

2.6 Using or riding a sandboard

A person must not use or ride a sandboard in the Off-road Vehicle Area other than in an area designated for sandboarding.

2.7 Ramps prohibited

A person must not erect or place, or allow to be erected or placed, any ramp or structure in the Off-road Vehicle Area, without the approval of the local government.

Division 3 — Behaviour on Off-road Vehicle Area

2.8 Behaviour which interferes with others

(1) Unless authorised by the local government or an authorised person, a person must not, on the Off-road Vehicle Area, behave in a manner which —

(a) is likely to or does interfere with, interrupt or disturb the enjoyment of a person who might use, or who is using the Off-road Vehicle Area;

(b) is likely to endanger a person who might use, or who is using the Off-road Vehicle Area; or

(c) creates a nuisance.

(2) Subclause (1) does not apply in any of the circumstances referred to in clause 2.5(2)(b), clause 2.5(2)(c) or clause 2.5(2)(d).

2.9 Behaviour detrimental to Off-road Vehicle Area

(1) In this clause, '**detrimental to the Off-road Vehicle Area'**, includes—

(a) interfering with any thing from the Off-road Vehicle Area (such as a rock, plant, equipment, infrastructure, fence, post or sign) provided for the use, enjoyment or safety of any person;

(b) destroying, interfering with or damaging any thing on the Off-road Vehicle Area, (such as a plant, equipment, infrastructure, fence, post or sign) provided for the use, enjoyment or safety of any person;

(c) interfering with or altering the natural structure of a sand dune within the Off-road Vehicle Area (including moving, digging or redirecting sand, soil or earth to create a hole or build a mount); or

(d) causing environmental harm to or a nuisance to or on the Off-road Vehicle Area.

(2) Unless authorised by the local government or an authorised person, a person must not, on the Off-road Vehicle Area, behave in a manner which is or might be detrimental to the Off-road Vehicle Area.

(3) Subclause (2) does not apply in any of the circumstances referred to in clause 2.5(2)(b), clause 2.5(2)(c) or clause 2.5(2)(d).

2.10 Taking or injuring any fauna

A person must not take, injure or kill, or attempt to take, injure or kill, any fauna which is on or above the Off-road Vehicle Area unless that person is authorised under a written law to do so.

2.11 Intoxicated persons not to enter

A person must not enter, or remain on, the Off-road Vehicle Area while intoxicated or under the influence of an illegal drug.

Division 4 —Signs

2.12 Signs

(1) The local government may erect a sign on the Off-road vehicle Area specifying any conditions of use which apply to the Off-road vehicle Area.

(2) A condition of use specified on a sign must not be inconsistent with any provision of this local law.

(3) A person must comply with a sign erected under subclause (1).

Part 3 - Permits

Division 1—Applying for a permit

3.1 Application for a permit

(1) A person who is required to obtain a permit under this local law must apply for the permit in accordance with subclause (2).

(2) An application for a permit must—

(a) be in the form determined by the CEO;

(b) state the full name and address of the applicant;

(c) be signed by the applicant;

(d) contain the information required by the form;

(e) contain any other information required for that particular type of permit under this local law; and

(f) be forwarded to the local government together with any fee imposed by the local government under sections 6.16 to 6.19 of the *Local Government Act*.

(3) Before determining an application for a permit, the CEO or an authorised person may require the applicant to provide additional information reasonably related to the application.

(4) The CEO or an authorised person may require an applicant to give local public notice of the application for a permit.

(5) The CEO or an authorised person may refuse to consider an application for a permit which is not in accordance with subclause (2) or where the requirements of subclause (3) or (4) have not been satisfied.

3.2 Decision on application for permit

(1) The CEO or an authorised person, in respect of an application for a permit, may—

(a) grant the application unconditionally or subject to any conditions; or

(b) refuse to grant the application.

(2) If an application for a permit is granted, the CEO or an authorised person is to issue to the applicant a permit in the form determined by the CEO.

(3) If an application for a permit is refused, the CEO or an authorised person must give written notice of that refusal to the applicant.

(4) The CEO or an authorised person may, at any time, amend a condition of approval and the amended condition takes effect when written notice of it is given to the applicant, or the date specified in the notice, whichever is the later.

3.3 General restrictions on grant of permit

(1) The CEO or an authorised person must not grant a permit if there are reasonable grounds for believing that the carrying on of the activity to which the application relates would constitute an unacceptable risk to the safety of the public.

(2) The CEO or an authorised person must not grant a permit unless the CEO or the authorised person is satisfied that—

(a) the applicant is capable of carrying on the activity in accordance with this local law and the terms and conditions of the permit;

(b) the area at which the activity is to be provided is suitable for that purpose;

(c) a permit or similar authority granted or issued to the applicant has not been cancelled in the period of 5 years before the application is made; and

(d) the applicant is a fit and proper person to carry on the activity.

(3) The CEO or an authorised person must not grant a permit to an applicant if the applicant has been found guilty of an offence under this local law unless the CEO or an authorised person is satisfied that there are exceptional reasons for doing so.

3.4 Compliance with a permit

A permit holder must comply with the terms and conditions (if any) of the permit.

Division 2—General

3.5 Duration of permit

A permit is valid for one year from the date on which it is issued unless it is—

(a) otherwise stated in this local law or in the terms and conditions of the permit; or

(b) cancelled under clause 3.7.

3.6 Transfer of permit

(1) An application for the transfer of a valid permit is -

(a) to be made in writing;

(b) to be signed by the permit holder and the proposed transferee of the permit;

(c) to include whatever information that the CEO or an authorised person may require to enable the application to be determined; and

(d) to be forwarded to the CEO together with any fee imposed by the local government under sections 6.16 to 6.19 of the *Local Government Act*.

(2) The CEO or an authorised person may, in respect of an application for the transfer of a permit –

(a) approve the application unconditionally or subject to any conditions; or

(b) refuse the application.

(3) If an application for the transfer of a permit is granted –

(a) the transfer is to be effected by an endorsement on the permit signed by the CEO or an authorised person;

(b) the CEO or an authorised person is to give the applicant written notice of the decision to grant the application, including a copy of any endorsement on the permit under paragraph (a); and

(c) the local government is not required to refund any part of any fee paid by the former permit holder.

(4) If an application for transfer of a permit is refused, the CEO or an authorised person must give the applicant written notice of the decision.

3.7 Cancellation or suspension of permit

(1) A permit may be cancelled by the local government if—

(a) the permit holder has not complied with a condition of the permit;

(b) the permit holder has not complied with a provision of any written law which relates to the activity regulated by the permit;

(c) the permit holder without the approval of the CEO or authorised person, has transferred or assigned, or sought to transfer or assign, the permit; or

(d) a written law is amended or repealed in a manner which is inconsistent with the terms and conditions of the permit and which renders the permit invalid, ineffective or contrary to law.

(2) If a permit is cancelled under subclause (1), the permit holder—

(a) must return the permit to the local government as soon as practicable; and

(b) is taken to have forfeited any fees paid in respect of the permit.

3.8 Nominee of permit holder

If a permit holder by reason of illness, accident or other sufficient cause is unable to carry on an activity authorised by a permit, the local government may, at the request of the permit holder, authorise another person to be a nominee of the permit holder for a specified period, and this local law and the conditions of the permit apply as if the nominee was the permit holder.

Part 4 - Objections and appeals

4.1 Objection and appeal rights

Where the local government, the CEO or an authorised person makes a decision whether—

(a) to grant a person a permit or an approval; or

(b) to amend, transfer or cancel a permit or an approval that a person has under this local law,

the provisions of Division 1 of Part 9 of the *Local Government Act* and regulation 33 of the *Local Government Regulations* apply to that decision.

Part 5 - Enforcement

Division 1—Notices

5.1 Liability for damage

(1) If a person unlawfully damages or interferes with, the Off-road Vehicle Area or any infrastructure on the Off-road Vehicle Area, the local government or an authorised person may, by notice in writing to the person, require the person within the time specified in the notice to, at the option of the local government, pay the costs of—

(a) reinstating the Off-road Vehicle Area, or the infrastructure, to the state it was in prior to the occurrence of the damage or interference; or

(b) replacing that infrastructure.

(2) If a person given a notice under subclause (1) fails to comply with the notice, the local government may recover the costs referred to in the notice as a debt due to it.

5.2 Notice to remove

If any thing is erected or placed on the Off-road Vehicle Area contrary to this local law, the local government or an authorised person may give a notice to—

(a) the owner of the thing; or

(b) any other person who may be responsible for the thing being erected or placed,

requiring the person who is given the notice to remove the thing in the manner (if any) and within the time specified in the notice.

Division 2—Offences and penalties

5.3 Offences

(1) A person who—

(a) fails to do anything required or directed to be done under this local law; or

(b) fails to comply with a notice given to him or her under this local law; or

(c) does an act or omits to do an act contrary to this local law,

commits an offence.

(2) A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding $100.

5.4 Prescribed offences

(1) An offence against a clause specified in Schedule 1 is a prescribed offence for the purposes of section 37 of the *Control of Vehicles (Off-road Areas) Act*.

(2) The amount appearing in the final column of Schedule 1 directly opposite a clause specified in that Schedule is the modified penalty for an offence against that clause.

5.5 Form of notices

(1) The issue of infringement notices, their withdrawal and the payment of modified penalties are dealt with in the *Control of Vehicles (Off-road Areas) Act*.

(2) An infringement notice in respect of an offence against this local law may be given under section 37(1) of the *Control of Vehicles (Off-road Areas) Act* and is to be given in the form of Form 3 in Schedule 1 to the *Control of Vehicles (Off-road Areas) Regulations*.

(3) A notice sent under section 37(5) of the *Control of Vehicles (Off-road Areas) Act* withdrawing an infringement notice is to be in the form of Form 4 in Schedule 1 to the Control of Vehicles (Off-road Areas) Regulations.

Schedule 1 - Prescribed offences

[Clause 5.4(1)]

ITEM NO.	CLAUSE NO.	DESCRIPTION OF OFFENCE	MODIFIED PENALTY
1	2.1(1)(a)	Failing to pay fee or charge for use of, or admission to, the Off-road Vehicle Area	$50
2	2.1(1)(b)	Unauthorised entry to the Off-road Vehicle Area	$50
3	2.1(1)(c)	Unauthorised entry to an area of the Off-road Vehicle Area fenced off or closed to the public	$50
4	2.4(1)(a)	Carrying on trading in the Off-road Vehicle Area without a permit	$50
5	2.4(1)(b)	Conducting a function or undertaking a promotional activity on the Off-road Vehicle Area without a permit	$50
6	2.5(1)(a)	Using or driving a vehicle in the Off-road Vehicle Area, other than in an area designated for vehicle use	$50
7	2.5(1)(b)	Permitting a person under the age of 16 years to use or drive a vehicle in the Off-road Vehicle Area, without supervision of an adult	$50
8	2.5(1)(c)	Using or driving a vehicle in the Off-road Vehicle Area in excess of the speed limit	$50
9	2.6	Using or riding a sandboard in the Off-road Vehicle Area other than in an area designated for sandboarding	$50
10	2.7	Erecting, placing or allowing to be erected or placed, any ramp or structure on the Off-road Vehicle Area	$50
11	2.8(1)(a)	Behaviour on the Off-road Vehicle Area which interferes with others	$50
12	2.8(1)(b)	Behaviour on the Off-road Vehicle Area which endangers others	$50
13	2.8(1)(c)	Behaviour on the Off-road Vehicle Area which creates a nuisance	$50
14	2.9(2)	Behaviour on the Off-road Vehicle Area detrimental to the Off-road Vehicle Area	$50
15	2.10	Taking or injuring fauna on the Off-road Vehicle Area	$50
16	2.12(3)	Failure to comply with a sign regarding conditions of use of the Off-road Vehicle Area	$50
17	3.4	Failure to comply with terms and conditions of a permit	$50
18	5.3(1)(a)	Failure to comply with a direction	$50
19	5.3(1)(b)	Failure to comply with a notice	$50

Dated this Sixteenth day of March 2021.

The Common Seal of the Shire of Gingin)
was affixed by authority)
of a resolution of the Council in the)
presence of:)

_____ _____

COLIN WAYNE FEWSTER
Shire President

AARON JOSEPH COOK
Chief Executive Officer

11.3 SHIRE OF GINGIN MEETING PROCEDURES AMENDMENT LOCAL LAW 2021

File	LAW/1
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	16 March 2021, Item 11.1.2
Appendices	1. Draft Meeting Procedures Amendment Local Law for public notice [**11.3.1** - 2 pages] 2. Meeting Procedures Amendment Local Law - Final Consideration by Council [**11.3.2** - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider feedback to be provided to the Joint Standing Committee on Delegated Legislation with respect to the Shire of Gingin Meeting Procedures Amendment Local Law 2021.

BACKGROUND

At its meeting on 16 March 2021, Council resolved to adopt the Shire of Gingin Meeting Procedures Amendment Local Law 2021 (the Amendment Local Law).

In accordance with the requirements of the *Local Government Act 1995* (the Act), the Amendment Local Law was published in the Government Gazette on 1 April 2021 and then submitted to the Joint Standing Committee on Delegated Legislation (JSCDL) with the required Explanatory Memorandum and Checklist for review.

The Amendment Local Law came into effect on 16 April 2021.

On 17 June 2021 the Shire President received correspondence advising that the Amendment Local Law was considered by the JSCDL on 14 June 2021. In considering the Amendment Local Law, the JSCDL noted a discrepancy between the version of the proposed Amendment Local Law advertised for public submission **(Appendix 11.4.1)** and the version ultimately adopted by Council at its March meeting **(Appendix 11.4.2)**.

The version of the Local Law advertised for public comment included the following clause:

6. Clause 5.9 deleted

Clause 5.9 is deleted in its entirety and the remaining clauses are renumbered accordingly.

At the same time, a copy of the proposed Local Law was forwarded to the Minister for Local Government via the Department of Local Government, Sport and Cultural Industries as required under s.3.15 of the Act. Prior to the close of the public submission period, the Department provided written feedback on the draft Local Law, recommending some minor formatting changes and, with respect to the proposed Clause 6, advising as follows:

3. Clause 6 – Renumbering of clauses

When State legislation is amended by Parliament, the remaining clauses are usually not renumbered. This avoids the need to update existing cross references which may end up inaccurate if the numbering has changed.

While renumbering may be desirable in some circumstances, it is not legally necessary. The Shire has the option of retaining the current numbering in the principal local law.

Therefore, it is suggested that clause 6 be deleted.

As is usually the case, the Department's recommendations were taken into account and were incorporated into the final version of the Amendment Local Law which was presented to Council for further consideration at its March meeting, and ultimately adopted. This resulted in the adopted and gazetted Amendment Local Law containing no provision for the deletion of Clause 5.9 from the Shire of Gingin Meeting Procedures Local Law 2014 (the substantive local law). It is now realised that, rather than deleting Clause 6 from the Amendment Local Law in its entirety as suggested by the Department, the clause should in fact have been retained and reference to the renumbering of remaining clauses removed.

Section 3.12(4) of the Act specifies that, after the last day for submissions in relation to a proposed local law, a local government must consider any submissions made and may make the local law as proposed or make a local law *that is not significantly different from what was proposed*. The JSCDL is of the preliminary view that the removal of Clause 6 from the adopted Amendment Local Law made the adopted version significantly different from the version originally proposed.

As a result, the JSCDL seeks feedback from the Shire of Gingin on the matter before deciding whether disallowance of the Amendment Local Law should be recommended.

If the Amendment Local Law is disallowed, then it will cease to have effect and the previous version of the substantive local law incorporating deputations and presentations into the order of business for Council and committee meetings will be reinstated. The amendment process would then need to be recommenced if Council wished to proceed with amendment of the substantive local law.

COMMENT

Clause 5.9 of the substantive local law sets out how an application for a deputation to a Council or committee meeting is to be made and determined, how many persons can form a deputation, and the maximum time available to a deputation in which to address Council.

The purpose of amending the substantive local law was always to remove deputations from the formal order of business for Council meetings and for any committee meeting that was open to the public. The Amendment Local Law as adopted amended the substantive local law by removing reference to deputations and presentations from the order of business for meetings (cl. 4.2) and from cl. 4.7(3), which specifies those matters for which an adoption by exception resolution (more generally known as "resolving en bloc" may not be used. Unfortunately, however, it did not remove cl. 5.9.

In its letter to the Shire President, the JSCDL states that:

Clause 5.9 [of the substantive local law] *is a substantial provision of significant importance to the ability of the individuals and groups to engage with the Shire Council. Its removal from the adopted local law makes it of a different character and significantly different to what was advertised. This may have affected the content of the submissions that were made, which addressed the removal of deputations and presentations from the order of business for Council meetings, not from the local law entirely*.

In the opinion of the report author, it is not possible for the submissions received to have been made on the assumption that Council proposed only to remove reference to deputations and presentations from the order of business for Council meetings, because cl. 6 was only deleted from the proposed Amendment Local Law after the close of the public submission period. Therefore, all nine submissions received were made in the knowledge that it was Council's intention to completely remove all references to deputations and submissions from the substantive local law, including the deletion of cl. 5.9.

It is therefore recommended that Council advise the JSCDL that it does not consider that the omission of cl. 6 from the adopted Amendment Local Law could have affected the content of submissions. The version of the Amendment Local Law made available to the public during the submission period contained cl. 6, and therefore all submission authors would have been aware that it was intended to remove cl. 5.9 from the substantive local law. Cl. 6 was not removed from the Amendment Local Law until after the close of the public submission period.

If the JSCDL accepts Council's position then it is possible that the Amendment Local Law may not be disallowed, but that Council will be required to initiate a further amendment to removed cl. 5.9 from the substantive local law as was originally intended.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 3 Functions of local governments
Division 2 Legislative functions of local governments

Local Government (Functions and General) Regulations 1996
Part 1A Local laws

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

In the event that the JSCDL recommends disallowance of the Shire of Gingin Meeting Procedures Amendment Local Law 2021, then a new local law amendment process will need to be commenced if Council wishes to proceed with the removal of deputations and presentations from the Council meeting process.

Alternatively, the JSCDL may possibly allow the existing amendment local law to remain in effect but require a new amendment local law to remove cl. 5.9 from the substantive local law.

In either case, based on the initial amendment process, it is anticipated that the cost of statutory advertising and gazettal requirements will be approximately $1,000.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	5. – To demonstrate effective leadership, governance and advocacy on behalf of community
Outcome	N/A
Key Service Area	N/A
Priorities	N/A

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Johnson

That Council advise the Joint Standing Committee on Delegated Legislation that it does not consider that the discrepancy between the version of the Shire of Gingin Meeting Procedures Amendment Local Law 2021 made available to the public during the public submission period and the finally adopted version could have affected the content of submissions because:

1. Cl. 6 was not removed from the Amendment Local Law until after the close of the public submission period;

2. The version of the Meeting Procedures Amendment Local Law 2021 made available to the public during the submission period contained cl. 6, and therefore all submission authors were aware that it was intended to remove cl. 5.9 from the Shire of Gingin Meeting Procedures Local Law 2014; and

3. It was never Council's intention to retain cl. 5.9 in the Shire of Gingin Meeting Procedures Local Law. In hindsight, Cl. 6 should not have been removed in its entirety, but rather should have been amended to delete reference to the re-numbering of remaining clauses in the substantive local law.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

LOCAL GOVERNMENT ACT 1995

SHIRE OF GINGIN

MEETING PROCEDURES AMENDMENT LOCAL LAW 2021

Under the power conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Gingin resolved on ……. to make the following local law.

1. Title

This is the *Shire of Gingin Meeting Procedures Amendment Local Law 2021*.

2. Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

3. Principal Local Law

In this local law, the *Shire of Gingin Meeting Procedures Local Law 2014* published in the *Government Gazette* on 6 November 2014 is referred to as the principal local law. The principal local law is amended as follows –

4. Clause 4.2 amended

Clause 4.2 is amended in subclause 4.2(1) by deleting ", deputations and presentations".

5. Clause 4.7 amended

Clause 4.7 is amended in subclause 4.7(3)(c) by deleting "or deputation".

6. Clause 5.9 deleted

Clause 5.9 is deleted in its entirety and the remaining clauses are renumbered accordingly.

Dated this …… of …… 202…..

The Common Seal of the Shire of Gingin)
was affixed by authority)
of a resolution of the Council in the)
presence of:)

_____ _____

C W FEWSTER
Shire President

A COOK
Chief Executive Officer

LOCAL GOVERNMENT ACT 1995

SHIRE OF GINGIN

MEETING PROCEDURES AMENDMENT LOCAL LAW 2021

Under the power conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Gingin resolved on ……. to make the following local law.

1. Title

This is the *Shire of Gingin Meeting Procedures Amendment Local Law 2021*.

2. Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

3. Principal Local Law

This local law amends the *Shire of Gingin Meeting Procedures Local Law 2014* as published in the *Government Gazette* on 6 November 2014.

4. Clause 4.2 amended

In clause 4.2(1) delete ", deputations and presentations".

5. Clause 4.7 amended

In clause 4.7(3)(c) delete "or deputation".

Dated this ……. of ……. 2021

The Common Seal of the Shire of Gingin)
was affixed by authority)
of a resolution of the Council in the)
presence of:)

_____ _____

COLIN WAYNE FEWSTER
Shire President

AARON JOSEPH COOK
Chief Executive Officer

11.4 GINGIN ECO LIFESTYLE VILLAGE - PURCHASE OF RESIDENCES BY SHIRE OF GINGIN

File	CSV/25
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	Nil
Appendices	1. Gingin Eco Lifestyle Village Staged Development [**11.4.1** - 1 page] 2. Proposal [**11.4.2** - 69 pages] 3. Standard Lease Agreement [**11.4.3** - 65 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

This item is presented for Council to consider the potential for investing, by way of purchasing two homes, in the proposed Gingin Eco Lifestyle Village at 25 (Lot 11) Old Mooliabeenee Road, Gingin.

BACKGROUND

The Shire of Gingin currently provides independent living units in Gingin and Lancelin. At this time Council owns outright 4 units at 14 Barlee Street, Gingin and some 11 units in Atkinson Way, Lancelin that were jointly developed and managed with the Department of Housing. As this report relates to Gingin, it will focus on the Gingin townsite.

There has been significant conversation in Gingin to the effect that the 4 existing units are old and in need of refurbishment. There is also a belief that there are insufficient units to meet the current need in Gingin. Due to this pressure from the community, from at least 2014 (and probably earlier) there has been a focus on attempting to trigger an independent living aged housing development in Gingin.

Council advertised for proposals from interested developers on several occasions, unfortunately either with little interest being shown, or developers wanting a significant capital investment for the development to proceed. However, in 2016 contact was made with H & H Development Enterprises Pty Ltd, resulting in an agreement to purchase 25 Old Mooliabeenee Road, Gingin for $350,000 and to undertake an Eco Village lifestyle development on the property.

Over the last three years little action on the development has occurred as H & H has been focused on developing a similar development in Northam. Their focus has now moved to Gingin and the development costs and proposal have been honed-in in order to reduce costs and expedite the development. The plans for the staged development are provided as **Appendix 11.4.1**.

Over this time there have been many meetings between the Author and the developers with respect to the possibility of the Shire partnering with H & H by purchasing two homes for social housing within the development. H & H also approached Bendigo Bank Gingin with a similar proposal. A formal proposal has now been received from H & H and provided to Bendigo for formal consideration.

COMMENT

There is a lack of independent living accommodation across the Shire, and this development proposed for the Gingin townsite would assist towards creating a large hub for independent aged living accommodation.

The proposal received from H & H for Council's consideration **(Appendix 11.4.2)** asks that Council consider purchasing two homes within the development which could then be utilised as social housing for the aged, as an addition to the existing units in Barlee Street.

The proposal is for Council to purchase 2 homes for $217,000 each (plus GST). The Shire would own the buildings outright with a 60 year lease for the land. The lease period would be reset back to a full 60 years should the Shire sell the units in the future. A copy of the lease agreement is attached as **Appendix 11.4.3**.

As Council has been briefed, once construction is completed and the home handed over the ongoing lease would require payment by the Shire of $165 per week if the home is occupied by a single person, or $185 for a couple. This cost would be offset either partially or fully depending on the income basis of the tenants. It must be noted that there would be no other ongoing costs for tenants other than the usual subsidised power, water consumption and phone/internet services. The owners/tenants within the development will not need to pay Shire rates or other expenses normally associated with living in privately-owned accommodation, and as such the normal cost of living is offset.

As has been verbally proposed, if the Shire were to agree to the proposal, then it would provide the opportunity for up to 2 tenants from the existing units in Gingin to be relocated, allowing the vacated units to be refurbished for ongoing housing. However, there is an argument that should the existing tenants not be able to afford the new rent that Council should consider two differing types of social housing in Gingin. For example, some people who have a small asset base may not be able to afford to purchase into the new development but will be able to cover the minimum rent payment required (over and above the rental subsidy) to occupy a Shire-owned home. Alternatively, there will be members of the community who do not have the financial resources for this.

As such, Council should consider reserving the 4 smaller single bed units in Barlee Street as social aged housing options, with the 2 new homes available for those who can afford the rental requirements. This approach would reduce the ongoing financial loss to Council through financially supporting aged housing in the place of the Department of Housing providing the required housing.

As these homes will be a Shire asset, Council could potentially look to recoup its investment in the future, should a home be vacated, by selling it on the open market to a person who meets the criteria.

In discussing the proposal with the developers, it has been requested that H & H build a home on site early in the development to use as a sales office/display home and commence the Clubhouse at the same time as the construction of the Shire homes so that these are viewed early and will promote sales. As such, Stage 1 of the development now includes 16 building sites, Clubhouse, main entry and site lock gates/security.

The original proposal presented to Council's Briefing Session on 15 June 2021 included Bendigo Bank Gingin also purchasing 2 homes for social housing. However, Bendigo Bank has subsequently considered its position and will not be progressing with an investment at this stage. Whilst this is disappointing for the development, Council needs to consider its position separately and I have been assured by the developer that Council's commitment would still be sufficient to trigger the development of Stage 1 as agreed.

Given that the Shire-owned homes would be constructed early in the development, there is the potential for them to be occupied at a point where there are no or very few neighbours for a period of time, and also for disturbance by development occurring around them. However, someone always needs to be the first to move into a development, and whilst these factors should be noted, they are not seen as issues that should prevent Council from giving favourable consideration to the proposal.

It is recommended that Council agree to enter into an agreement with H & H to purchase 2 homes within the lifestyle village development proposed for 25 Old Mooliabeenee Road, Gingin at a cost of $217,000 (plus GST) per residence, and to execute the corresponding lease agreement for the 2 plots of land. The purchase would be primarily funded by utilising the $350,000 received through sale of the land to the developers (which is currently in Reserve), with the shortfall of $84,000 (not including interest) to be sourced from the Land and Buildings Reserve.

It is also recommended that Council's agreement be conditional on at least 1 display home/sales office being constructed prior to the rest of the development, with the main entrance road to be constructed prior to hand over and construction of the Clubhouse to be commenced at the same time as the Shire-owned homes.

It should be borne in mind that, if the development doesn't proceed, then Council would be required at some stage to re-purchase the land from the developer. This would utilise all the funds sourced from the original sale, and Council would then have to consider recommencing a similar process at some point in the future to resolve what is a long-term strategic goal.

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

The financial requirement for this proposal is covered in the main through the funds received through selling the land to the developers. The shortfall of $84,000 would be funded through the Land and Buildings Reserve which currently has a balance of $1,103,923.

The rent that is required to be paid for the homes will be budgeted for two months, being from May 2022 (the estimated completion date) to the end of the financial year with the minimum repayment from the tenant being the State rental subsidy that is provided to ensure that Council is not left significantly out of pocket within the budget. The shortfall is estimated at $100 per week per house and this will be budgeted.

If Council support the Author's recommendation, then the purchase would be included in the draft 2021/22 budget.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Community Wellbeing
Objective	1 – To support the Shire of Gingin community to be inclusive, vibrant, healthy and safe through the Shire's service delivery
Outcome	1.1 Inclusive Our community has access to a range of community programs, services and initiatives that support wellbeing and inclusion
Key Service Area	Independent Living Units
Priorities	1.1.1 Support ageing in place through the implementation and monitoring of the Age Friendly Community Plan
Focus Area	Infrastructure and Development
Objective	3 – To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes
Key Service Area	N/A
Priorities	Support strategies that facilitate greater investment in housing and housing diversity

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL MOTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule SECONDED: Councillor Vis

That Council:

1. Agree to purchase two homes in the Gingin Eco Lifestyle Village development at 25 Old Mooliabeenee Road, Gingin for a purchase price of $217,000 plus GST per residence, subject to H & H Development Enterprises Pty Ltd committing to the following:

    a. The main entrance road being constructed prior to handover;
    b. Construction of the Clubhouse being commenced at the same time as the Shire-owned residences and significantly commenced prior to hand over/
    c. A display home/sales office being constructed prior to the rest of the development;
    d. A comprehensive marketing campaign being commenced prior to the end of 2021; and
    e. No rent being paid by the Shire of Gingin until such time as conditions 1a to 1d have been met and the two residences are handed over.

2. Authorise the Shire President and Chief Executive Officer to negotiate and execute the purchase agreement, including affixing of the Shire of Gingin Common Seal if required.

3. Agree to enter into a lease agreement with H & H Development Enterprises Pty Ltd for two lots within the Gingin Eco Lifestyle Village development to accommodate the residences referred to in Part 1 at the estimated cost of $165 - $185 per week per house with a potential rental payment shortfall from the tenant being $100 per week.

4. Authorise the Shire President and Chief Executive Officer to execute the lease agreement including affixing of the Common Seal if required.

5. Include the following in the draft 2021/22 Budget for Council consideration:

    a. $434,000 for the purchase of two homes as detailed in Part 1 (above);

    b. $434,000 transfer from the Land and Building Reserve to fund the purchase; and

    c. $1,600 net rental payable for lease payments for the months of May and June 2022.

PROCEDURAL MOTION

MOVED: Councillor Rule SECONDED: Councillor Johnson

That this item be deferred and brought back to the Ordinary Council meeting on 17 August 2021.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*


GINGIN ECO LIFESTYLE VILLAGE
REVISED MASTERPLAN
STAGING PLAN | SCALE 1:1000 @ A3
OLD MOOLIABEENEE RD
BOUNDARY
SITE ENTRY
RESIDENTS WORKSHOP
CARAVAN & BOAT PARKING
CONSTRUCTED WETLAND
N
STAGE 1
16 HOME SITES
STAGE 4
17 HOME SITES
COMMUNITY ORCHARD
BOUNDARY
CLUBHOUSE
EXISTING TANK
STAGE 2
20 HOME SITES
BOUNDARY
STAGE 8
09 HOME SITES
STAGE 7
15 HOME SITES
STAGE 6
11 HOME SITES
STAGE 3
18 HOME SITES
STAGE 5
14 HOME SITES
EXISTING DAM
BOUNDARY
120 HOME SITES

Development Enterprises
ABN 49 925 359 932 AFT
Harrison Family Trust & Hollett Family Trust

131 Pascoe Street
Karrinyup WA 6018
chrish@hhde.com.au

28th June 2021

Mr Aaron Cook
Chief Executive Officer
Shire of Gingin

Dear Aaron

Gingin Eco Lifestyle Village – Purchase of Two Homes by the Shire of Gingin

Further to our presentation and meeting with the Council and senior officers/Directors of the Bendigo Bank on the 15th June 2021, H&H on behalf of the investors in the Gingin Eco Lifestyle Village are pleased to present draft lease and sale of home contracts for your consideration.

The 60 year lease is of a standard format which includes the Village Rules and Code of Conduct. Specific site selection and home design amendments are all part of the next steps post your decision to proceed in principle, based on the purchasing of the Brockman a standard 2 bedroom home with 1 bathroom, 2 toilets and a study nook.

As previously discussed, the floorplan and render of the Brockman as presented and attached herein are indicative and illustrative of the typical layout and most popular size and design functionality that buyers in our lifestyle village market purchase. As such this home, subject to any amendments and variations you may choose, presents best value for money and will have the broadest market appeal upon any resale.

The HIA contract is representative of the standard contract that the Gingin Eco Lifestyle Village will utilise and is attached for your perusal (the Construction Addenda can be discussed at a later date). These contracts will be finalised as part of the steps to follow a decision to proceed. The costs breakdown that was provided to you and presented to our meeting on 15 June, was the Brockman at a cost of $217,000 + GST and included an allowance of $26,000 for site works related costs that are a preliminary estimate at this stage, with the overall home price representing a discount of $20,000 per home to the market price. More detailed costs will follow the final design and fit out specifications that the Shire chooses as a part of the prestart phase down the track.

With respect to the site lease for the land component, we have attached the format of the 60 year lease as a draft for your review. Again finalisation of the lease documentation coincides with the home building contract specifying the site selection within Stage 1.

Anticipated timing for the commencement of the construction of the homes for the Shire would be in March 2022 with home completion estimated to be mid-year. Upon completion and final handover the rent payments for the lease become payable to the Village at $165/week for a single and $185/week for a couple. Should the Shire wish to rent the homes privately to seniors then the Shire can determine the rent payable over and above the required rent payable to the Village operator.

On behalf of the owners of the Gingin Eco Lifestyle Village we are delighted to continue our work with the Shire of Gingin to deliver affordable housing options for seniors to enjoy all the lifestyle benefits that Gingin has to offer.

We look forward to hearing from you in due course and progressing this important and strategic initiative.

Should you have any questions with any of the documentation presented please contact Chris or myself.

Kind regards



Mike Hollett
Director
H&H Development Enterprises Pty Ltd

ECO Lifestyle Villages
131 Pascoe Street,
Karrinyup WA 6018

Hello!

Thanks for your interest in our Gingin Eco Lifestyle Village which is part of our Eco Lifestyle Villages Group.

We seek to deliver affordable living and adopt sustainable practices to lower environmental impact in a beautiful country lifestyle setting.

At our villages, Residents over the age of 45 are offered an opportunity to buy a home and lease the land upon which the home resides for a period of 60 years.

The attached document refers to the various terms and conditions of your Residential Site Agreement, purchase and sale of your home, Village Rules, Code of Conduct, Village Grievance and Breach Policy and disclosure requirements under the Residential Parks (Long Stay Tenants) Act 2006 (WA) ("Act") and accompanying Regulations.

We encourage you to read through the attached documents and please do not hesitate to ask questions or seek clarifications.

So, welcome and we look forward to getting to know you.

Kind regards,

Chris

Chris Harrison

Director

May 2021

Residential Site Agreement

Gingin Eco Lifestyle Village

The Resident

_____ / _____

For

Residential Site _____ , Lot 11, 25 Old Mooliabeenee Road, Gingin WA 6503

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INTRODUCTION

(1) This Agreement is for the rental of the Residential Site stated in clause 4 and permits the Resident to position a Relocatable Home on the Residential Site.

(2) This Agreement is for a fixed term tenancy commencing on the Commencement Date and ending on the Termination Date specified in clause 5.

Clause 1 Terms Used in this Agreement

Definitions and Interpretation

(1) Definitions

In this Agreement unless the context otherwise requires:

"Act" means the *Residential Parks (Long Stay Tenants) Act 2006 (WA)* (including, where applicable, the Regulations and any other relevant subsidiary legislation).

"Agreement" means this agreement, which is a site-only agreement for the purposes of the Act.

"**Annual percentage change in CPI**" means the percentage change in the Current CPI as compared to the Previous CPI.

"Business Day" means a day which is not a Saturday, Sunday or Public Holiday in Perth, Western Australia.

"Code of Conduct" means the Code of Conduct promulgated by the Village Owner from time to time, which as at the date of this Agreement is as per Attachment 4 to this Agreement.

"Collateral" means:

(a) all the present and after-acquired property of the Resident in the Relocatable Home;

(b) all replacement parts, components, accessions and additions to the Relocatable Home;

(c) all manufacturer's warranties in relation to the Relocatable Home;

(d) all contracts in relation to the manufacture, sale, supply or maintenance of the Relocatable Home;

(e) all obligations owed to the Resident under or in respect of any of those warranties or contracts described in subparagraphs (c) and (d);

(f) any Guarantee or Security Interest that assures or secures payment or performance of any of those warranties, contracts or obligations described in subparagraphs (c) and (d);

(g) any document, agreement or writing that creates or evidences any of those warranties, contracts, obligations described in subparagraphs (c) and (d) or Guarantees or Security Interests;

(h) all rights and remedies arising under or in connection with any of those warranties, contracts, obligations described in subparagraphs (c) and (d) or Guarantees or Security Interests.

(i) to the extent permitted by law, all Authorisations and records related to the Relocatable Home or its use or operation;

(j) the Insurance and any other insurance policies in relation to the Relocatable Home;

(k) all rights and remedies arising under or in connection with any the Insurance or any of those other insurance policies described in subparagraph (j);

(l) each Deposit Account and each amount required to be paid into it;

(m) all proceeds in respect of any of the above; and

(n) all right, interest or power to grant a Security Interest of the Resident in respect of any of the above.

"CPI" means:

(a) the Consumer Price Index All Groups (Perth) published from time to time by the Australian Bureau of Statistics; and

(b) if the Consumer Price Index All Groups (Perth) is suspended or discontinued, an index which in the opinion of the Dean of the Faculty of Economics at the University of WA is most similar to the Consumer Price Index All Groups (Perth).

"Current CPI" means the last CPI published prior to the relevant Rent Review Date.

"Commencement Date" means the date described as such in clause 5 and being the date on which the Term starts.

"Land" has the meaning given in clause 4.

"Occupancy Fee" means the fee specified as such in Clause 14 in respect of an Occupant as increased from time to time in accordance with this Agreement.

"Occupant" means a person over the age of 45, who agrees to be bound by the terms of the Residential Site Agreement, Village Rules, Code of Conduct, Village Grievance and Breach Policy. The Occupant is not a Resident and in respect of whom the Village Owner has granted its prior written consent to that person occupying the Residential Site with the Resident. The Resident pays an Occupancy Fee for the Occupant.

"**PPSA Security Interest**" has the meaning given to the term 'security interest' in the PPSA.

"**PPS Register**" means the register established under section 147 of the PPSA.

"**PPSA**" means the Personal Property Securities Act 2009 (Cth).

"**Previous CPI**" means the CPI last published before the date which is 12 months before the relevant Rent Review Date.

"Public Holiday" means a day that is a bank or public holiday under the *Public and Bank Holidays Act 1972*.

"Regulations" means *the Residential Parks (Long Stay Tenants) Regulations 2007 (WA) as amended*.

"Rent" means the Rent as stated the clause 6 and as increased from time to time in accordance with this Agreement.

"Rent Review Date" means by 31 May each year and the new reviewed Rent is applicable 1 July each year.

"**Relocatable Home**" means a building and any other structures owned by the Resident that are designed and fitted for use as a residence, and which the Village Owner has permitted to be assembled, placed or erected on the Residential Site.

"Resident" means the person or persons described as such in clause 3 being persons who are over 45 years of age and who comprise not more than two persons. Where two persons are named as the Resident then the obligations of the Resident under this Agreement bind those persons jointly and severally, and they enter into this Agreement as joint tenants and not as tenants in common. In this Agreement the "Resident" is a "tenant" or "long-stay tenant" for the purposes of the Act.

"Residential Premises" means the Relocatable Home and the Residential Site.

"Residential Site" means the site described as such in Clause 4, being the "Site" for the purposes of the Act, upon which a Relocatable Home and other structures, as permitted by the Village Owner, can be assembled, placed or erected and for the purposes of the Act. In this Agreement "Residential Site" also means the "agreed premises" for the purposes of the Act.

"Right of First Refusal" has the meaning given to that term in clause 31(5).

"Security Interest" means:

(a) a PPSA Security Interest;

(b) any interest held as security for the payment of a monetary obligation or the performance of any other obligation, including:

(i) a mortgage, charge, encumbrance, lien, pledge or hypothecation; and

(ii) a bill of sale, assignment, title retention arrangement, trust or power held as security; and

(iii) any right, interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or gives a person priority over creditors in relation to any property.

"Statutory Charges" means all:

(a) local government rates and charges with respect to the Village;

(b) power, water and sewerage rates and charges with respect to the Village, excluding consumption charges for each Resident at the Village for which the respective Resident will be liable;

(c) land tax with respect to the Land; and

(d) other rates, taxes, charges, duties, burdens, levies, assessments, impositions which are charged, rated, levied, taxed, assessed or otherwise payable and of whatsoever nature or kind and whether on a capital or revenue value or any other basis (whether parliamentary Federal or State municipal or otherwise) which may at any time after the Commencement Date be payable in respect of the Village or any part of it, excluding income tax payable by the Village Owner upon its income and any tax imposed upon the Village Owner by reason of a capital gain.

A certificate signed by or on behalf of the Village Owner will be prima facie evidence of Statutory Charges and any increase in Statutory Charges.

"Term" means the period starting on the Commencement Date and, subject to the following, ending on the Termination Date, being the "tenancy period" for the purposes of the Act. The Term will immediately end upon the earlier to occur of:

(i) the death of the last surviving person named in this Agreement as the Resident (and for clarity, this does not include the Resident's heirs, executors and administrators);

(ii) the expiry of 60 days after receipt by the Village Owner of notice in writing of the Resident's intention to terminate this Agreement;

(iii) the expiry of 4 weeks, or any longer period required pursuant to the Act, after the receipt by the Resident of the Village Owner's intention to terminate this Agreement;

(iv) the expiry of 60 days after the date on which the Resident removes the Relocatable Home from the Residential Site; and

(v) where the Resident sells or transfers the Relocatable Home to another person and the Village Owner grants a lease of the Residential Site to that new person, the commencement date of that lease (Residential Site Agreement).

"Termination Date" means the date specified as such in clause 5 and being the date on which the Term ends (if not terminated beforehand).

"Village" means the Gingin Eco Lifestyle Village described in clause 4. In this Agreement the "Village" is a "lifestyle village" for the purposes of the Act.

"Village Facilities" means

(a) the common areas, structures and amenities in the Village that the Village Owner provides for the use of all Residents or makes accessible to all Residents; and

(b) any fixtures, fittings or chattels in or on the common areas or structures; and

(c) for the purposes of the Act, in this Agreement "Village Facilities" also means the "Shared Premises".

"Village Grievance and Breach Policy" means the Village Grievance and Breach Policy promulgated by the Village Owner from time to time, which as at the date of this Agreement is as per Attachment 5 to this Agreement.

"**Village Manager"** means the village manager appointed by the Village Owner from time to time, and which is currently the described as such in clause 2.

"Village Owner" means the person described as such in clause 2 and includes the successors, transferees and assignors of the Village Owner. In this Agreement the "Village Owner" is a "park operator" for the purposes of the Act.

"Village Relocatable Home Sale Contract" means the Village Owner's standard form contract for the sale of a Relocatable Home by a Resident, as amended by the Village Owner from time to time and is considered part of this Agreement.

"Village Rules" means the Village Rules promulgated by the Village Owners from time to time, which as at the date of this Agreement are as per Attachment 3 to this Agreement. In this Agreement the "Village Rules" are the "park rules" for the purposes of the Act.

"Visitor" means a person who is not a Resident or Occupant and who stays with the Resident while they are there for no longer than the 2 consecutive weeks and no more than 6 weeks in a calendar year.

(2) Interpretation

In this Agreement, unless the context indicates a contrary intention:

(a) words suggesting the singular include the plural and vice versa;

(b) words suggesting any gender include any other gender;

(c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;

(d) reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;

(e) references to clauses, paragraphs, subparagraphs and schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement;

(f) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement;

(g) references to any agreement or instrument are to that agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;

(h) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;

(i) use of the words “includes” or “including” means includes or including without limitation, unless the contrary intention appears;

(j) a reference to any body is:

(i) if that body is replaced by another organisation, deemed to refer to that organisation; and

(ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body;

(k) all dollar amounts specified in this Agreement are in Australian dollars; and

(l) the words “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

(3) Application of the Act

The Village Owner and the Resident both acknowledge and agree that:

(a) To the extent that there is any inconsistency between the Act and this Agreement, then this Agreement prevails to the extent of any such inconsistency, and section 9 of the Act does not apply. Without limitation, the parties agree that paragraph 33(3)(c) of the Act will not apply to this Agreement. Accordingly, to the fullest extent permitted by law:

(i) if a mortgagee of the Residential Site takes possession of the Residential Site under the mortgage, and the mortgagee has previously consented to this Agreement, then the mortgagee must take possession subject to this Agreement.

(ii) If such mortgagee wishes to terminate the Agreement, then the mortgagee’s rights to terminate the Agreement are the same as the rights which the Village Owner had to terminate the Agreement.

(iii) So, for example, if the mortgagee terminates this Agreement under sections 41, 42, 45 or 73 of the Act, then the mortgagee will have the same obligation to pay compensation to the Resident as if the Village Owner had terminated the Agreement.

(b) The relevant government departments and/or the State Administrative Tribunal may however not accept jurisdiction, given that the Village is not technically subject to the Act, and so they may consider that they do not have the authority to exercise powers conferred on them under the Act with respect to this Agreement and the Village. If the State Administrative Tribunal does not accept jurisdiction, then the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Commonwealth of Australia and agree that such Courts will, to the extent possible, enforce the provisions of the Act (subject to paragraph (d) above) as a matter of contractual agreement between the parties. In that case, the parties agree that, to the extent possible, references to the State Administrative Tribunal in the Act will be taken to refer to the relevant Court hearing the matter, and that the relevant Court will.

Clause 2 Village Owner and Village Manager

Sanvidel Pty Ltd (ACN 620 544 685) (**Village Owner**)
131 Pascoe Street Karrinyup WA 6018
Phone 0413 120 631 Email chrish@hhde.com.au

The Village Owner may delegate its management and administration of the Village and the conditions of this Agreement to any responsible manager appointed by the Village Owner for any time or times as the Village Owner thinks fit.

Management of the Village is currently delegated to
H & H Development Enterprises Pty Ltd (**Village Manager**)
131 Pascoe Street Karrinyup WA 6018
Phone 0413 120 631 Email chrish@hhde.com.au

Clause 3 Resident/s Details

Resident/s name/s
_____ & _____

Current address _____

Phone _____ Email _____.

Clause 4 Village and Residential Site Details

Gingin Eco Lifestyle Village located at Lot 11, 25 Old Mooliabeenee Road, Gingin WA 6503 being part of Lot 11 on diagram 49921 volume 1445 folio 330 ("Land")

Site No. _____ (as per Attachment 7 Village Site Plan)

Site Area _____ approximate.

Clause 4A Number of Residents Allowed

(1) The maximum number of persons who may permanently reside on the Residential Site is **two.**

(2) If there is only one Resident, the only other person who may permanently reside on the Residential Site with the Resident is an Occupant.

(3) The Resident and Occupant may have people reside with them temporarily. They are classed as Visitors.

(4) Visitors cannot stay in the Relocatable Home for longer than 2 consecutive weeks, or for a total of more than 6 weeks in any 12 month period, without the prior written approval of the Village Owner. For example, if during a 12 month period a Resident has 6 different people to stay who each stay one week at different times, then that will comprise 6 weeks during which Visitors have stayed with the Resident, and so the Resident must obtain the prior written approval of the Village Owner before having any additional Visitors stay in the Relocatable Home during the remainder of that 12 month period.

(5) At least two weeks prior to having any Visitor to stay in the Relocatable Home for more than 7 days, the Resident must give to the Village Owner notice in writing of the Visitor's name and the period of their intended stay.

(6) Promptly following the completion of a Visitor's stay with the Resident, the Resident must give to the Village Owner notice in writing of that fact.

(7) In order to comply with safety and evacuation procedures, where the Resident has any Visitor stay in the Relocatable Home, the Resident must complete the relevant details in the Visitor book kept at the office of the Village Owner.

Clause 5 Fixed Term of Agreement

Commencement Date: _____.

Termination Date: 31 December 2082 (60 years)

Clause 6 Rent

Dependent upon the configuration of the residency one of the following weekly Rents will apply:-.

Configuration		**Weekly Rent (Incl. GST)**	**Please Initial**
Single Rent	Or	165.00	_____
Double Rent	Or	185.00	_____
Single Rent and Occupant Fee (clause 14)		_____	_____

An additional charge will apply if an Occupant is residing with a Resident – see clause 14.

The table in Attachment 1 specifies which fees or charges for services and utilities are included in the Rent.

The Rent will be reviewed annually before 31 May, being the Rent Review Date, and the reviewed Rent will be payable from 1 July after the Rent Review Date.

Clause 7 Rent Payment Day

Rent (and Fees if applicable) as chosen by the Resident are paid **fortnightly** on a Thursday in the manner specified in clause 8.

Clause 8 Method of Rent Payment

During the Term of this Agreement the Resident must pay the weekly Rent chosen and any applicable weekly Fees to the Village Owner by direct debit to the Village Owner's nominated bank account, with each payment to be made **two weeks in advance**.

To facilitate this, the Resident must, prior to the Commencement Date, and, if requested by the Village Owner at any time throughout the Term:

(a) complete, sign and return to the Village Owner all direct debit applications and forms provided by the Village Owner;

(b) do all other things required by the Village Owner to ensure that the Rent is paid by direct debit as required; and

(c) not take any action to prevent any payment of Rent or any applicable Fees being made to the Village Owner by direct debit.

Clause 9 Location of Rent Payment

Direct debit to the Village Owner's nominated bank account.

Clause 10 Rent in Advance

Rent (and Fees if applicable) as chosen by the Resident are paid **fortnightly in advance.**

Clause 11 Rent Variation

(1) Rent increases allowed: Yes

(2) How the Rent may be varied:

The Rent will vary each year in line with the annual percentage change in the CPI, plus (at the discretion of the Village Owner) any increase in Statutory Charges in excess of the annual percentage change in the CPI.

For example if the Rent was $200 per week before Rent Review Date, CPI had increased by 2% since the previous Rent Review Date and Statutory Charges had not increased greater than the annual percentage change in the CPI, then the new weekly rent would be $204.00 ($200+($200*2%).

Note: Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.

(3) When the rent may be varied:

The Rent will be reviewed annually before 31 May, being the Rent Review Date, and the reviewed Rent will be payable from 1 July after the Rent Reviewed Date.

Clause 12 No Accelerated Rent and Liquidated Damages

(1) The Resident is not required to pay —

(a) any Rent remaining payable under this Agreement; or

(b) Rent of an increased amount; or

(c) an amount by way of penalty; or

(d) an amount by way of liquidated damages,

for any breach of this Agreement, the Act or any other written law.

(2) The Resident is not entitled to any reduction in Rent, or any rebate, refund or other benefit, because the Resident has not breached this Agreement, the Act or another written law.

Clause 13 Security Bonds

An amount equal to 4 weeks' Rent	$ 660.00 or $ 740.00
Security devices (not more than $100 per device)	$ 100.00 or $ 200.00
Fumigation (cats or dogs) (not more than $100)	$ _____ or $ _____
Total	$ _____ or $ _____

Clause 14 Charges for Additional Occupant

As specified in clause 4A(1) the maximum number of Residents who can permanently reside in a Residential Site is 2, however there could be circumstances where a sole Resident has an Occupant permanently residing with them. In that case the Resident needs to pay the weekly Occupancy Fee in the same manner as the weekly Rent is paid.

The Occupancy Fee is increased annually in the same manner as the Rent.

The current weekly Occupancy Fee is $ 35.00.

Clause 15 Fees and Charges for Services and Utilities

(1) The fees and charges set out in Attachment 1 are payable by the Resident during the term of this Agreement for services and utilities provided in relation to the Residential Premises.

(2) If a fee or charge under subclause (1) —

(a) is not included in the Rent; and

(b) is imposed by a State agency or instrumentality for services or utilities provided by it; and

(c) is varied by that State agency or instrumentality,

then the amount payable by the Resident for that fee or charge under this Agreement will vary accordingly.

Clause 16 Rates, Taxes and Charges Payable by Village Owner

The Village Owner must bear the cost of all Statutory Charges, including rates, taxes or charges imposed in respect of the Residential Site and the common areas under any of the following written laws —

(a) the *Land Tax Act 2002*;

(b) the *Local Government Act 1995*;

(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the *Water Services Act 2012*, except a charge for water consumed.

However, if the percentage cost increase in Statutory Charge(s) over a 12 month period is greater than the most recently determined annual percentage change in CPI for Rent Review purposes, then the Village Owner reserves the right to charge the differential increase to the Resident in addition to the payment of Rent under clause 11.

Clause 17 Children

Children are only allowed as Visitors on the Residential Premises.

Clause 18 Keeping of Pets

With prior written approval by the Village Owner, pet/s may be kept by Residents, but must be kept in accordance with the Village Rules and any local government laws for the relevant district.

Failure to comply with the terms of this clause will mean approval is revoked and the pet/s need to be removed from the Village.

Clause 19 Village Facilities

(1) Village Facilities incorporating the common areas, structures, amenities, fixtures, fittings, chattels and club house are being developed by the Village Owner in accordance with the overall development plans as approved by the Shire of Gingin.

Some of the proposed Village Facilities are:-

- Club House incorporating
  - lounge; meeting room/s; games rooms; domestic kitchen; coffee and servery area; admin office; sales office; central letter box area;
  - Gym area;
  - Pool;
- Activities shed;
- Recycling area;
- Roads and servicing infrastructures;
- Pathways, general landscaped areas, shade structures and BBQ area;
- Common productive landscape areas (additional fee may apply);
- Caravan and boat parking area (additional fee of $10 per bay per week (to be increased annually in line with any increased annual percentage change in the CPI) will apply;
- General storage area (additional fee dependent upon storage area (to be increased annually in line with any increased annual percentage change in the CPI) will apply;

(2) Use of Village Facilities

The use of and restrictions on the access to the Village Facilities are as set out in the Village Rules.

(3) Alter, Change or Remove Village Facilities

The Village Owner reserves the right, within its absolute discretion, and to the extent permitted by law, to alter, change or remove the facilities over time if:-

(a) required to do so by law;

(b) the change has been put to Residents and at least 75% of the Residents support the change, and the Village Owner give notice of its intention to proceed with the proposal; or

(c) the Village Owner otherwise believes that converting, modifying or changing any existing facility will be in the best interests of the Village.

(4) Payment of Additional Village Facilities

If the Village Owner proposes to provide additional Village Facilities then the Village Owner may give to all Residents a proposal in writing:

(a) giving details of the proposed additional facilities; and

(b) specifying the increase in weekly Rent, which the Village Owner proposes will be payable by all Residents to meet the cost of providing the additional facilities.

If:

(c) the Residents leasing not less than 75% of the Residential Sites being leased in the Village agree by secret ballot to the proposal referred to in subclause (a) and (b) above on the basis of one vote per Residential Site. Where a Residential Site is leased by more than one Resident only one of them may cast a vote and they will need to decide among themselves how they wish to vote; and

(d) the Village Owner gives to all Residents notice in writing of the Village Owner's intention to proceed with the proposal,

then the Rent will be increased in accordance with the proposal from the next Rent Review Date in place of the rent review mechanism otherwise prescribed for the next Rent Review Date.

(5) Use of Village Facilities by People and Organisations who are not Residents

The Village Owner may organise and / or participate in functions and events from time to time that allow people and organisations that are not Residents to use the Village Facilities, which potentially may mean certain facilities may not be used by Residents for periods of time.

Clause 20 Vacant Possession

Notwithstanding any other provision of this Agreement, the Resident will not be entitled to occupy, and must not commence occupation of, the Residential Premises until the Resident has delivered to the Village Owner 2 copies of this Agreement duly signed by the Resident and have paid the Rent as per this Agreement. Subject to this, vacant possession of the Residential Premises will be given to the Resident on the day on which the Resident is entitled under this Agreement to take up occupation of the Residential Premises.

Clause 21 No Legal Impediment to Occupation of Residential Premises

(1) On the part of the Village Owner, there is no legal impediment to the Resident's occupation, or to the Resident's use of the Residential Premises, for the period of this Agreement.

(2) In this clause -

"impediment" means only an impediment of which, at the time of entering into this Agreement, the Village Owner had knowledge or ought reasonably to have had knowledge.

Clause 22 Responsibility for Cleanliness

The Resident must keep the Residential Site and the exterior of the Relocatable Home on the Residential Site in a reasonable state of cleanliness.

Clause 23 Responsibility for Damage

(1) The Resident must not intentionally or negligently cause or permit damage to the Residential Site or the Village Facilities.

(2) The Resident must notify the Village Owner, as soon as practicable, but in any case within 3 days, of any damage -

(a) to the Residential Site or to any fittings, fixtures or services on the Residential Site; or

(b) to the exterior of the Relocatable Home on the Residential Site.

Clause 24 Responsibility for Cleanliness and Repairs

(1) The Village Owner must —

(a) provide and maintain the Village Facilities in a reasonable state of cleanliness;

(b) provide and maintain the Village Facilities in a reasonable state of repair having regard to their age, character and prospective life; and

(c) comply with any other laws that apply in relation to the

(i) Village Facilities,

(ii) health and safety of Residents, and

(iii) living in a bush fire prone area.

(2) The Resident is:

(a) the owner of the Relocatable Home and as such is responsible for any repairs and maintenance to the Relocatable Home;

(b) leasing the Residential Site and is required to keep the Residential Site in a reasonable state of cleanliness and repair having regard to the age, character and in keeping with the general aesthetics of the Village as determined by the Village Owner;

(c) required to maintain all areas of the Residential Site in a neat and tidy state, regularly and adequately watered, and free from rubbish and weeds;

(d) not to install a garden unless and in accordance with the Village Owner's prior written approval;

(e) not to store on the Residential Site any materials not used by the Resident for domestic purposes, and must store any tools of trade or domestic goods without being visible from any part of the Village other than the Residential Site, including from any other Residential Site;

(f) required to ensure all domestic goods stored on the Residential Site or in the Relocatable Home do not constitute a health or fire risk;

(g) not to remove or cause to be removed any tree in the village without the Village Owner's prior written approval; and

(h) required to comply with any other laws that apply in relation to the

(i) Village Facilities,

(ii) health and safety of Residents, and

(iii) living in a bush fire prone area.

(i) not to install lawn or grass on any portion of the residential site.

(3) If the Resident fails to maintain any areas as stated in clause 2(c) above, then the Village Owner may take such action as the Village Owner considers necessary to remedy the failure, and the Resident must pay to the Village Owner the Village Owner's reasonable costs of taking that action.

Clause 25 Compensation Where Resident Sees to Repairs

No compensation is payable to the Resident as the Resident owns the Relocatable Home.

Clause 26 Resident's Conduct on Premises

The Resident must (and must ensure that any Occupant or Visitor must) –

(1) not cause or permit a nuisance anywhere in the Village;

(2) not use the Residential Premises or the Village Facilities, or cause or permit them to be used, for an illegal purpose;

(3) not carry on any business from the Residential Site without the prior written approval of the Village Owner;

(4) use the Residential Site for the purpose of occupying the Relocatable Home as a private dwelling; and

(5) abide by the Village Rules, Code of Conduct, Village Grievance and Breach Policy.

Clause 27 Quiet Enjoyment

(1) The Resident has a right to quiet enjoyment of the Residential Premises without interruption by the Village Owner or any person.

(2) The Village Owner must not cause or permit any interference with the reasonable peace, comfort or privacy of the Resident in the use by the Resident of the Residential Premises or the reasonable use by the Resident of the Village Facilities.

(3) The Village Owner must take all reasonable steps to enforce the obligation of any other Resident of the Village not to cause or permit any interference with the reasonable peace, comfort or privacy of the Resident in the use by the Resident of the Residential Premises or the Village Facilities.

Clause 28 Locks

(1) The Resident as the home owner is responsible for the locks of their Relocatable Home.

(2) The Village Owner will not alter, remove or add any lock or similar device to the Village Facilities without first notifying the Resident and providing the Resident with a means of access to the Village Facilities.

Clause 29 Village Owner's Right of Entry

The Village Owner may enter the Residential Premises and any other premises occupied by the Resident under this Agreement, including any Relocatable Home or other structure provided by the Resident -

(a) with the consent of the Resident given at, or immediately before, the time of entry; or

(b) at any time in an emergency.

The Village Owner or its authorised representative may also enter the Residential Premises at any time without notice for the purposes of reading meters.

Clause 30 Resident's Right to Remove Fixtures or Alter Premises

(1) The Resident may affix a fixture or make a renovation or alteration or addition to the exterior of the Relocatable Home or Residential Site or to the exterior of any other structure provided by the Resident on the Residential Site, but only with the Village Owner's prior written consent. Without limitation, the Resident must obtain the Village Owner's prior written consent before:

(a) erecting, altering, painting, extending, attaching, or adding any carport, deck, verandah, screen, balustrade, handrail, outdoor blinds or screens, pergola, clothes line, shed, ramp, steps, lattice, driveway, fence or paving;

(b) bringing or building any structure or shed onto the Residential Site;

(c) altering or adding to any gas, water or electricity installations or any service connections to the Residential Site or to the Relocatable Home of the Residential Site;

(d) planting new plants, shrubs or trees, removing or pruning any existing plants, shrubs or trees

The Village Owner must not withhold consent unreasonably.

(2) The Resident may, with the Village Owner's written consent, remove any fixture that has with the Village Owner's consent been affixed to the Residential Premises, unless the removal of the fixture would cause irreparable damage to the Residential Premises.

Clause 31 Selling Relocatable Home

(1) Sales / Selling Agent

The Resident is permitted to sell their Relocatable Home themselves or appoint any other suitably qualified agent.

The Resident is not required to nominate the Village Owner as their selling agent.

(2) Sale of Relocatable Home

If the Resident wishes to sell the Relocatable Home, the Resident must:

(a) promptly notify the Village Owner;

(b) notify the Village Owner in writing of any interest that any person has in, over or in respect of the Relocatable Home, and the nature and extent of any such interest;

(c) not display "For Sale" signs within the Village or the Residential Site including on the Relocatable Home, other than one sign in a form and of a size reasonably acceptable to the Village Owner in the window of the Relocatable Home or such other area of the Village as the Village Owner designates from time to time as the place in the Village where “For Sale” signs may be located;

(d) ensure that:

(i) the prospective purchaser is made aware that the Resident cannot assign the current Residential Site Agreement to the prospective purchaser, or grant a lease or licence of the Residential Site to the prospective purchaser;

(ii) any contract of sale of the Relocatable Home is in the form of the Village Relocatable Home Sale Contract; and

(iii) the prospective purchaser is made aware that the Village Owner has the Right of First Refusal to purchase the Relocatable Home.

(3) New Residential Site Agreement for the Resale of a Relocatable Home

The Village Owner may offer the prospective purchaser a new Residential Site Agreement

(a) for the balance of the period until the Termination Date or for a new tenancy period of up to 60 years to the prospective purchaser; and

(b) on the then current standard terms and conditions, consistent with the context of operating the Village as a going concern under the then current market conditions; and government regulatory conditions and any applicable law

(4) Prospective Residents Suitability to Reside in the Village

The Village Owner will assess the prospective purchaser’s suitability to reside in the Village, which

(a) may include an independent assessment of their health and wellbeing;

(b) will include that they are aware of and capable of meeting those terms and conditions of the Agreement and the provisions of the Village Rules, Code of Conduct and Village Grievance and Breach Policy;

(5) Village Owner’s Right of First Refusal to Purchase Relocatable Home

The Resident may not enter into a contract to sell the Relocatable Home unless:

(a) the Resident provides a copy of the proposed contract to the Village Owner and offers to sell the Relocatable Home to the Village Owner for the amount set out in the proposed contract, and on the terms of the Village Relocatable Home Sale Contract ("**Right of First Refusal**"); and

(b) the Village Owner does not, within 5 Business Days from the date of delivery of the proposed contract from the Resident, provide written notice to the Resident that it is exercising the Right of First Refusal.

(6) Village Owner Exercises Right of First Refusal

If the Village Owner, within 5 Business Days from the date of delivery of the proposed contract from the Resident under sub-clause 5, provides written notice to the Resident that it is exercising the Right of First Refusal, then:

(a) there will be a legally binding agreement between the Resident and the Village Owner for the Resident to sell the Relocatable Home to the Village Owner on the terms of the Right of First Refusal; and

(b) the sale will be a Sale for the purposes of this Agreement;

(7) Removal of Relocatable Home

Where the Resident does not wish to sell the Relocatable Home, but rather to remove the Relocatable Home from the Village, the Resident must:

(a) seek the Village Owner's approval at least 30 days prior to remove the Relocatable Home;

(b) restore the Residential Site to its original vacant condition;

(c) not cause any damage to any other part of the Village including Residential Sites and Village Facilities; and

(d) pay a bond to the Village Owner 10 working days before the intended removal date for the purposes of ensuring points (b) and (c) above as follows.

(i) the bond amount will be determined by Village Owner based on Residential Site assessment;

(ii) the Village Owner will refund any unused bond monies within 30 days of the home being removed.

Clause 32 Provision for Assigning or Sub-letting the Premises

The Resident may not assign his or her interest under this Agreement or sub-let the Residential Premises, without the prior approval of the Village Manager.

The Village Owner may assign / rent a home that it owns.

Clause 33 Resident's Vicarious Responsibility for Breach of Agreement

(1) The Resident is vicariously responsible for any act or omission of another person who is lawfully on the Residential Premises or the Village Facilities, if the act or omission would have constituted a breach of this Agreement if done or omitted to be done by the Resident.

(2) Subclause (1) does not extend to a person who is unlawfully on the Residential Premises or the Village Facilities without the Resident's consent.

Clause 34 Repositioning of Relocatable Home

The Village Owner does not have the right to reposition the Resident's Relocatable Home.

Clause 35 Notice of Termination

The period of notice for the termination of this Agreement is 4 weeks or any longer period required pursuant to the Act.

Note 1: If notice of termination is given —

(a) by the Village Owner under Part 3 Division 2 of the Act (s39 non-payment of rent; s40 breaches of this Agreement; s41 vacant possession required on sale of Village; s42 termination by Village Owner without grounds) – under s41 and s42 the Resident is entitled to compensation under s46; or

(b) by the Resident under Part 3 Division 3 of the Act (s44 the Resident can terminate without grounds, but not before the end of the fixed term),

section 33(1) of the Act provides that this Agreement terminates when the above period of notice has expired and the Resident has given vacant possession of the Residential Site to the Village Owner.

Note 2: Under section 33(2) of the Act, this Agreement is terminated when both of the following events have occurred —

(a) the fixed term has ended;

(b) the Resident has given vacant possession of the Residential Site to the Village Owner.

Note 3: Section 33(3) of the Act provides that in any other case, this Agreement ends when —

(a) the State Administrative Tribunal terminates this Agreement under Part 5; or

(b) a person whose title is superior to the title of the Village Owner becomes entitled to possession of the Residential Site; or

(c) a mortgagee of the Residential Site takes possession of the premises under the mortgage; or

(d) the Resident abandons the Residential Site; or

(e) the Resident gives vacant possession of the premises under a written agreement with the Village Owner to end this Agreement; or

(f) the rights under this Agreement of the Village Owner or the Resident are ended by merger.

Please note however that the parties have agreed that paragraph (c) above will not apply.

Accordingly, to the fullest extent permitted by law:

(i) if a mortgagee of the Residential Site takes possession of the Residential Site under the mortgage, and the mortgagee has previously consented to this Agreement, then the mortgagee must take possession subject to this Agreement.

(ii) If such mortgagee wishes to terminate the Agreement, then the mortgagee's rights to terminate the Agreement are the same as the rights which the Village Owner had to terminate the Agreement.

(iii) So, for example, if the mortgagee terminates this Agreement under sections 41, 42, 45 or 73 of the Act, then the mortgagee will have the same obligation to pay compensation to the Resident as if the Village Owner had terminated the Agreement.

Further, if the State Administrative Tribunal does not accept jurisdiction, then the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Commonwealth of Australia and agree that such Courts will, to the extent possible, enforce the provisions of the Act.

Note 4: Sections 41 and 42 state that, if the Village Owner gives notice of termination, the notice must specify that the Resident is to give vacant possession of the Residential Site to the Village Owner at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed Term.

Note 5: Section 44 states that, if the Resident gives notice of termination, the notice must specify that the Resident intends to give vacant possession of the Residential Site to the Village Owner at least 21 days after the day on which the notice is given and not before the end of the fixed Term.

Clause 36 No Unilateral Variation of Agreement

Neither the Village Owner nor the Resident can vary this Agreement unilaterally. Both the Village Owner and the Resident need to agree to any amendments, which must be in writing.

This Agreement comprises the whole agreement between the Village Owner and the Resident.

Clause 37 Village Rules

The Resident agrees to comply with the Village Rules set out in Attachment 3 as amended by the Village Owner from time to time in accordance with Regulation 21 of the Regulations.

Under Regulation 21 of the Regulations, the Village Owner can amend the Village Rules from time to time by giving written notice to each Resident of the Village, including the Resident, at least 30 days before the day in which the amendment is to have effect. If the proposed amendment relates to the Village Facilities, then notice must be given at least 7 days before the day on which the amendment is to have effect.

The Resident acknowledges and agrees that a breach of the Village Rules will constitute a breach of this Agreement.

Clause 38 Vehicles

The Resident must:

(1) not use any vehicle in a way that is dangerous to the other Residents at the Village or their property;

(2) not allow any vehicle owned by or in the custody or control of the Resident or visitors of the Resident to be:

(a) driven at a speed in excess of 10 kph on the Village;

(b) used by an unlicensed driver on the Village;

(c) used to give driving lessons on the Village;

(d) used for joy riding on the Village; or

(e) repaired or maintained on the Village except in an area specified by the Village Owner;

(3) keep or use only registered and roadworthy vehicles on the Residential Site and the Village, unless the Village Owner agrees otherwise in writing;

(4) remove any vehicle or motorcycle which makes excessive noise from the Village, or modify it so that it ceases to make excessive noise, within 7 days after receipt of a notice to do so from the Village Owner; and

(5) remove from the Village any vehicle which is, in the opinion of the Village Owner, damaged or otherwise unsightly in appearance within 30 days after receipt of a notice to do so from the Village Owner.

Clause 39 Indemnity and Insurance

(1) Indemnity

(a) The Resident indemnifies and keeps indemnified the Village Owner against each claim, demand, loss, damage or legal fees arising from or incurred in connection with any damage to the Residential Premises or the Village Facilities or any loss of or damage in it or near it, and any injury to any person in or near the Residential Premises or the Village Facilities, caused or contributed to by the act, negligence or default of the Resident, any Occupant, any Visitor and any invitee of the Resident, or any damage created by the Resident, any Occupant, any Visitor and any invitee of the Resident, whether or not the existence of that damage was or ought to have been known to the Resident.

(b) The Village Owner is not liable in respect of liability or loss resulting from:

(i) any act or omission of any other person in the Residential Premises, the Village Facilities or the Village;

(ii) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Residential Premises, the Village Facilities or the Village;

(iii) any other accidence, damage or malfunction affecting the Residential Premises, the Village Facilities or the Village, including but not limited to, any blocked drains, pipes or conduits, any over flow of water or any breaking wires or cables except to the extent that the accident, damage or malfunction was caused by or contributed to by the negligence or wilful default of the Village Owner; and

(iv) damage to or loss of anything or injury to any person in or near the Residential Premises, the Village Facilities or the Village due to any cause other than the negligence or wilful default of the Village Owner.

(c) The Resident's obligation to indemnity the Village Owner under this Agreement or by law is unaffected by the obligation of the Resident to effect insurance save that the Resident's obligation to indemnify is relieved to the extent that payment of insurance money under the Resident's or the Village Owner's insurance policy in respect of that obligation is received by the Village Owner.

(d) The Resident indemnifies and keeps indemnified the Village Owner against all claims, demands, loss, damage or legal fees for which the Village Owner becomes liable in respect of any overflow or leakage of water or any other fluids in or from the Residential Premises or the Village Facilities, except where this is not caused by or due to any act or omission of the Resident.

(2) Insurance

The Resident must:

(a) maintain with a public insurance company carrying on business in Australia and authorised to operate as an insurance company in Australia and approved by the Village Owner:

(i) insurance against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, Act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions on a full replacement or reinstatement basis in respect of the Relocatable Home, its contents and all other fixtures and chattels located on the Residential Site; and

(ii) public risk insurance to a sum insured of at least $20,000,000 in respect of any one claim or any higher amount as required by the Village Owner from time to time;

(b) in respect of the insurance referred to in paragraph (a) above, provide a policy or certificate of insurance to the Village Owner annually;

(c) not do or omit to do any act which might render the insurance void or voidable, or which might cause the rate of the premium to be increased; and

(d) immediately rectify anything which may prejudice any insurance and reinstate the insurance if it lapses.

Clause 40 Pests

(1) The Resident is responsible for keeping the Relocatable Home and the Residential Site free of pests and vermin including mice, rats, ants, borers and white ants.

(2) Whenever requested to do so by the Village Owner, but not more frequently than once each calendar year, the Resident must give to the Village Owner a current certificate from a reputable pest control company that the Relocatable Home and the Residential Site are free of white ants.

Clause 41 No Contamination

(1) The Resident must not install in or bring on the Residential Premises or the Village any asbestos or other material having the potential to harm the health or safety of persons in the Village, and the Resident must at its cost remove from the Residential Premises or the Village and make good any damage caused by the removal of such asbestos or any other material having the potential to harm the health and safety of persons in the Village.

(2) The Resident convents during the Term of this Agreement, the Resident will:

(a) Not use or permit to be used or stored at the Residential Premises any radioactive, toxic or hazardous chemicals, wastes or substances;

(b) Not permit any petroleum product, oil, grease or other noxious, dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage service at the Residential Premises, or into any nearby stream or river or into or under the soil;

(c) Control and restrict the emission of smoke or odours at and from the Residential Site in accordance with the application legislation, regulations and the requirements of statutory authorities;

(d) Not use the Residential Premises in an excessively noisy or noxious or offensive manner; and

(e) Notify the Village Owner within 14 days after receiving any demand or notice from a regulatory authority in respect of contamination of the Residential Premises.

The Resident agrees to indemnify the Village Owner against any liability, loss, damage, expense or claim under which the Village Owner may incur as a consequence of the breach by the Resident of any obligation under this clause, including fines, legal costs, consultants' fees and remediation costs.

Clause 42 Tenancy After the End of the Term

(1) After the expiration or sooner determination of the Term, if the Resident continues to occupy the Residential Site with the agreement of the Village Owner, then the Resident will be a periodic Resident from month to month on the same terms and conditions (except as to the Term, and with such changes as are required so that the terms and conditions apply to a periodic tenancy) as are contained or implied in this Agreement.

(2) The Resident enters into this Agreement with the intent to bind the heirs, successors and administrators of the last-surviving Resident so that if the last-surviving Resident dies (causing the determination of the Term) and with the agreement of the Village Owner the heirs, successors and administrators of the last-surviving Resident do not immediately remove the Relocatable Home from the Residential Site, then the heirs, successors and administrators of the last-surviving Resident will be a periodic Resident of the Residential Site from month to month on the same terms and conditions (except as to the Term, and with such changes as are required so that the terms and conditions apply to a periodic tenancy) as are contained or implied in this Agreement until the earlier to occur of:

(a) the date on which the last-surviving Resident's executor or personal representative removes the Relocatable Home from the Village Site; and

(b) where the last-surviving Resident's executor or personal representative sells or transfers the Relocatable Home to another person and the Village Owner enters into a new Agreement with that person, then the date of commencement of that Agreement.

(3) If:

(a) the last-surviving Resident dies; and

(b) the executor or personal representative of the last-surviving Resident's estate notifies the Village Owner they wish to sell the Relocatable Home,

then the last-surviving Resident's heirs, successors and administrators will be a periodic tenant of the Residential Site as set in sub-clause (2), but:

(c) while Rent will still be charged, payment of the Rent need not be made until the earlier of:

(i) settlement of the sale of the Relocatable Home;

(ii) the executor or personal representative of the Resident's estate ceasing to offer the Relocatable Home for sale; and

(iii) the executor or personal representative of the Resident's estate removing the Relocatable Home from the Residential Site,

so that the Rent charged until the sooner of (i), (ii) or (iii) above will accumulate as unpaid Rent;

(d) payment of the whole of the Rent that has accumulated during the period set out in sub-clause (3)(c) must be made immediately on the sooner of (i), (ii) or (iii) as set out in that clause; and

(e) the Village Owner is authorised and directed to deduct the Rent that has accumulated from the funds collected at settlement and paid to the Village Owner.

(4) For clarity, sub-clause (3) does not apply unless and until the executor or personal representative of the Resident's estate notifies the Village Owner that they wish to sell the Relocatable Home.

(5) Ten years prior to the Termination Date the Village Owner will formally advise the Resident of its likely intentions with respect to the Village and its operations.

Clause 43 Make Good Upon Termination

Upon termination of this Agreement the Resident must, at its own cost, remove the Relocatable Home from the Residential Site and restore the Residential Site to its original state.

Clause 44 Sale of Village

(1) The Village Owner may sell the Village subject to any proposed purchaser executing a deed to be bound by the terms of this Agreement, either prior to settlement or as a condition precedent to settlement.

(2) The covenants on the part of the Village Owner bind the registered proprietor or proprietors for the time being of the Village but nothing in this Agreement or otherwise renders the present or any subsequent registered proprietor or proprietors of the Village liable in damages for any breach of those covenants except while that person remains the registered proprietor of the Village, and upon the Village Owner ceasing to be the registered proprietor of the Village, the Village Owner is released from any and all liability under this Agreement and from any and all liability in damages for any breach of these covenants, and the subsequent registered proprietor or proprietors will be liable in damages for any breach of these covenants, regardless of whether such liability arose while the Village Owner was the registered proprietor of the Village.

Clause 45 No Security Interests

(1) The Resident may not create a Security Interest over the Residential Site or this Agreement.
(2) The Resident may not create a Security Interest over the Relocatable Home in favour of any person other than the Village Owner without the prior written consent of the Village Owner.

Clause 46 Ownership of Relocatable Home

(1) If there is more than one person named in this Agreement as the Resident, then throughout the Term they must own the Relocatable Home as joint tenants.
(2) Throughout the Term, the Resident must remain the sole legal and beneficial owner of the Relocatable Home unless otherwise agreed by the Village Owner.
(3) The Resident and the Village Owner agree that the Relocatable Home is not and will not become a fixture to the Residential Site.

Clause 47 Removal of the Relocatable Home

Unless:

(a) the Resident sells or transfers the Relocatable Home to another person; and
(b) the Village Owner agrees to enter into an Agreement with that person,

then, upon expiry or sooner termination of the Term, the Resident must at their cost, remove the Relocatable Home and all fixture and fittings associated with the Relocatable Home.

Clause 48 Security Interest - PPSA

(1) The Resident grants to the Village Owner a PPSA Security Interest over all Collateral to secure the payment of all amounts payable by the Resident to the Village Owner under this Agreement and the punctual performance of all of the Resident's other obligations to the Village Owner at any time.

No dealings

(2) The Resident must not do or agree to do any of the following in relation to the Collateral without the prior written consent of the Village Owner:

(a) create or attempt to create or agree or permit to exist any Security Interest over the Collateral;
(b) sell, assign, transfer or declare a trust over or otherwise dispose of the Collateral;

(c) lease or license the Collateral or allow a surrender or variation of any lease or licence of the Collateral;
(d) give control of the Collateral to another person other than the Village Owner;
(d) part with possession of the Collateral other than by giving possession to the Village Owner;
(e) allow a set-off or combination of accounts;
(f) change the nature of the Collateral;
(g) permit any of the Collateral to:
(i) become an accession to any goods that are not Collateral; or
(ii) be commingled with any product or mass that is not Collateral;
(h) change the location of the Collateral; or
(i) deal in any other way with the Collateral or interest in it or allow any interest in it to arise and be varied.

Undertakings

(3) The Resident undertakes from the date of this deed, for so long as any amounts are outstanding under this Agreement, to:

(a) keep the Collateral in good repair and in good working order;
(b) protect the Collateral from theft, damage or loss;
(c) promptly notify the Village Owner if all or a substantial part of the Collateral is stolen, seriously damaged or lost;
(d) not do anything or permit anything to be done or omit to do anything that materially lowers the value or may lower the value of the Collateral; and
(e) promptly carry out any direction of the Village Owner to remedy any defect in the condition of the Collateral.

Registration

(4) The Village Owner may enter or notify the Security Interest created under this clause on any public register and in particular may register the Security Interest created under this Deed on the PPS Register under the PPSA.

Clause 49 Waiver

(1) No person is taken to waive any breach of this Agreement by any other person unless the waiver is in writing and signed by the person granting the waiver.

(2) A waiver applies only to the breach specified in writing and does not constitute a general waiver unless expressed as a general waiver.

(3) The single or partial exercise, failure to exercise or delay in exercising any right, power or privilege under this Agreement does not:

(a) operate as a waiver of that right, power or privilege; or
(b) preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Clause 50 Default by Resident

(1) The Resident acknowledges that, if the Resident defaults in performance of its obligations under this Agreement, then the Village Owner may exercise the rights and remedies available to it under the Act, including but not limited to:

(a) giving the Resident a default notice under the Act;
(b) giving the Resident a notice of termination under the Act; and
(c) seeking an order for possession of the Residential Site.

(2) If the Village Owner gives a default notice under the Act, the Village Owner agrees to give no less than 4 weeks' notice to enable the Resident to remedy the relevant default before issuing a notice of termination.

(3) If the Village Owner gives the Resident a notice of termination under the Act, then the Village Owner will offer to purchase the Relocatable Home from the Resident on the terms of the Village Relocatable Home Sale Contract on the basis that:

(a) the offer price will be the market price of the Relocatable Home (as agreed between the Village Owner and the Resident and failing such agreement, as determined by an independent valuer appointed by the Village Owner in the Village Owner's discretion) less the sum of 12 month's interest cost on the market price, on the basis that the interest rate will be 5% per annum more than the target cash rate published by the Reserve Bank of Australia from time to time, and calculated by reference to the formula immediately below:

market price - [target cash rate + 5%] x 12;

(b) subject to subclause (3)(c), the Resident may accept the offer by giving written notice of acceptance to the Village Owner at any time prior to the day which is 14 days from the date the Resident receives the notice of termination;

(c) the offer will expire immediately and cannot be accepted by the Resident if the Resident removes the Relocatable Home from the Residential Site;

(d) settlement of the sale of the Relocatable Home will take place on the date which is the later of:

(i) the Resident providing vacant possession (but for the Relocatable Home) of the Residential Site to the Village Owner; and
(ii) 14 days from the date the Village Owner receives written notice of acceptance from the Resident under subclause (3)(b);

(e) if the Resident accepts the offer, the Resident may not remove the Relocatable Home from the Residential Site prior to settlement; and

(f) on settlement of the sale of the Relocatable Home, the Resident must pay the Village Owner all Rent and Fees then due and owing.

(4) For clarity, nothing in this clause limits or restricts the Resident's right to remove the Relocatable Home from the Residential Site where the Resident does not wish to accept the Village Owner's offer under subclause (3).

Clause 51 Consents

In the absence of clear expression to the contrary, and to the extent permitted under the Act, where in this Agreement the Resident may only do an act or thing with the consent of the Village Owner, the Village Owner may at its discretion give or withhold its consent, or give its consent subject to such conditions as the Village Owner chooses to impose. Where the Village Owner gives its consent subject to conditions, then a breach of those conditions by the Resident will be a breach of this Agreement by the Resident.

Clause 52 Health Information

(1) The Resident consents to the Village Owner collecting and using Health Information (within the meaning of the Privacy Act 1988 (Cth)) concerning the Resident for the purpose of enabling the Village Owner to determine whether a Residential Site Agreement is suitable for the Resident and otherwise to perform the Village Owner's obligations under this Agreement.

(2) The Village Owner agrees to only use or disclose the Resident's Health Information for the purposes for which it was collected or for secondary purposes which are directly related to the primary purposes of collection all in compliance with the National Privacy Principles under the Privacy Act 1988 (Commonwealth) as amended.

(3) The Resident consents to the Village Owner disclosing any Health information concerning the Resident where it is necessary:

a) To be given to the Resident's doctor or other health professional;

b) To lessen or prevent:

- A serious and imminent threat to the Resident's life, health and safety, or
- A serious threat to public health or public safety;

c) To provide that information to a person responsible for the Resident such as a spouse or de facto spouse, a child or relative who is at least 18 years old, a guardian or a person exercising an enduring power of attorney granted by the Resident, or a person whom the Resident has nominated to be contacted in an emergency; or

d) To disclose that information to the Tribunal in any proceedings before it where the Resident's state of health is an issue relevant to those proceedings.

(4) The Resident must notify the Village Owner of any notifiable disease contracted by the Resident or by any occupier of the Residential Site during the Term.

Clause 53 Termination Where Resident is Unable to Care for Self

If the Village Owner considers that the Resident or an Occupant is unable to maintain or adequately provide for their own safety, health, hygiene and wellbeing, the Village Owner may give the Resident written notice advising them to take appropriate action, which may involve the Resident incurring additional cost to continue to reside the Village; and may ultimately require that the Resident or Occupant find more appropriate accommodation outside the Village.

Clause 54 Consent of Mortgagee

When applicable the Village Owner has received the written consent of the mortgagee of the Village to the Village Owner granting this Agreement to the Resident in the form of this Agreement.

Clause 55 Fences

(1) Village boundary fence
The Village Owner will bear the cost of repairing and maintaining the Village boundary fences (excluding for the avoidance of doubt dividing fences between Residential Sites), other than costs of repairs and maintenance caused or contributed to by the Resident or any person for whom the Resident is vicariously responsible under this Agreement, which costs must be paid by the Resident.

(2) Dividing fences between Residential Sites
The Resident must repair and maintain any dividing fences between the Residential Site in a condition satisfactory to the Village Owner.

Clause 56 Supply and Payment of Utility Services

(1) Power and water

The Village Owner has installed sub-meters to the Relocatable Home that meter the consumption of water and power by the Resident. Regular invoices will be issued to the Resident that included all costs and charges in respect consumption of water and power by the Resident.

(2) Telecommunications

The Village Owner has installed a telephony / data point in the Relocatable Home such that the Resident can access telecommunication services. The Resident is responsible for payment of any fees and charges associated with these services. The Village Owner is not responsible for the quality and speed of such services.

(3) Interruption of services

The supply of services may be interrupted from time to time beyond the control of the Village Owner and in these circumstances the Village Owner is not responsible for damage or ant loss caused by the interruption or required to pay compensation the Resident.

Clause 57 Entire Understanding

(1) Notwithstanding anything said or written prior to this Agreement being signed the, provisions of this Agreement constitute the entire understanding of the Village Owner and the Resident and constitute the entire terms agreed upon between them and this Agreement supersedes and replaces entirely any prior written or verbal agreement between them.

(2) The Village Owner and the Resident agree that no other covenant, warranty, representation or agreement applies to the transaction or transactions included in this Agreement by reason of any promise or oral statement, representation, warranty, covenant or undertaking made or given by any person at or prior to the execution of this Agreement.

Clause 58 Further Assurances

The Village Owner and the Resident agree to execute, complete, deliver, make and do all documents, instruments, notices, acts and things necessary or required to implement and give full effect to the provisions and purpose of this Agreement.

Clause 59 Severance

If any provision or part of a provision of this Agreement is or becomes void, invalid or unenforceable for any reason, then it is severed from this Agreement, but the remainder of this Agreement continues in full force and effect, unaffected by the severance.

Clause 60 No Representation

The Resident acknowledges that it has not relied upon any oral representations in deciding to enter into this Agreement.

Clause 61 No Waiver

(1) Failure to exercise or delay in exercising any right, power or privilege in this Agreement by a party does not operate as a waiver of that right, power or privilege.

(2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

Clause 62 Notices

(1) A notice, demand or consent given or made to any person under this Agreement:

(a) must be in writing;

(b) may be served by delivering it to that person personally; or by positing it to that person's last known address.

(2) A notice is considered to have been served:

(a) at the time of delivery; and

(b) on the fourth Business day after the day on which it is posted, the first Business day being the day of posting;

Clause 63 Governing Law

This Agreement is governed by the laws of Western Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Western Australian and Federal Courts.

Clause 64 GST

(1) In this Agreement "GST" refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

(2) It is agreed that Rent and all other amounts agreed to be paid by the Resident to the Village Owner, being the consideration for the supply expressed in this Agreement are inclusive of GST.

(3) In respect of any liability of the Village Owner for GST under this Agreement, and any renewal or extension of this Agreement including for Rent, rates, outgoings or any consideration for any other taxable supply the Resident covenants to pay to the Village Owner, at the same time as any payment is made involving the Village Owner in GST liability, the additional amount of GST, together with the payment to which it relates.

(4) The Resident's liability under paragraph (3) is to reimburse the full amount of GST disregarding and excluding the Village Owner's entitlement to input tax credits or other credits or reimbursements for GST.

(5) Notwithstanding paragraph (4) if the Village Owner is entitled to an input tax credit in relation to any amount recoverable from the Resident under paragraph (3), the amount payable by the

Resident shall be reduced by the amount of the input tax credit which the Village Owner has received or claims and is entitled to receive.

(6) In respect of each payment by the Resident under paragraph (3) above, the Village Owner agrees to deliver to the Resident, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations.

Clause 65 WARNING

This is a long stay agreement for a fixed term.

You could be given 180 days' notice to vacate the Residential Site if the park is being sold, but compensation is payable by the Village Owner for losses incurred.

Executed as an Agreement

By signing this Agreement, the parties to this Agreement agree to be bound by its terms and conditions.

Village Owner signature:

EXECUTED BY
Sanvidel Pty Ltd (ACN 620 544 685)
by being signed by:

_____
Director / Secretary
Chris Harrison

_____
Date

Resident /s Signatures

Name:	_____	_____
	Name (please print)	Name (please print)
Signature	_____	_____
In the presence of:		
Witness:	_____	_____
	Name (please print)	Name (please print)
Signature	_____	_____
Address:	_____	_____
	_____	_____
Occupation:	_____	_____
Date:	_____	_____

Please note the witness cannot be the Village Owner or Resident.

Cooling off period

Note 1: Section 18(1) of the Act states that the Resident is entitled to rescind this Agreement —

(a) at any time within 5 working days after the Commencement Date; or

(b) if the Village Owner does not comply with section 11(1) of the Act within the time specified in that subsection but does provide the documents required under that section — at any time within 10 working days after the day on which the documents required under that section are given to the Resident.

Note 2: Under section 18(2) of the Act, the Resident cannot rescind this Agreement after taking up occupation of the Residential Site.

Attachment 1 - Table of Fees and Charges for Services and Utilities

Service / Utility	**Included in Rent (mark "yes" or "no")**	**Frequency (e.g. monthly, quarterly, yearly)**	**Cost (specify whether fixed, metered or other)**
Electricity Home (personal consumption)	Yes – special offer & Conditions	2 monthly	Metered
Gas	Not Applicable		
Water Home Consumption	No	2 monthly	Metered
Telephone Home	No		
Internet	No		
Council Rates	Yes		
Water Rates	Yes		
Land Taxes	Yes		
Electricity Common Areas and Village Facilities	Yes		
Water Common Areas and Village Facilities	Yes		
Management of Waste Water – no sewerage charges	Yes		
Provision of Village Facilities and common areas	Yes		
Repair and maintenance of Village facilities and common areas	Yes		
Replacement of Village Facilities and common areas	Yes		
Village gardens, landscaping repair, maintenance and replacement	Yes		
Use of Club House Village Facilities	Yes		
Village Insurances – excluding Resident home and Contents	Yes		
Staffing costs	Yes		
Village management costs	Yes		
Village Mini Bus – provision, repairs, maintenance and replacement	Yes		
Other expenditure as incurred from time to time in the management of the Village	Yes		

Attachment 2 – Residential Premises Condition Report

General										
	Condition at commencement					Condition at termination				
	Clean / tidy	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Landscaping/ garden			N/A					N/A		
Driveway			N/A					N/A		
Storeroom/ shed			N/A					N/A		
Site slab/ (concrete)			N/A					N/A		
General appearance			N/A					N/A		

Exclusive facilities										
	Condition at commencement					Condition at termination				
(Specify facilities)	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
.....										
.....										
.....										

Exclusive facilities										
	Condition at commencement					Condition at termination				
(Specify facilities)	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
....										

3. Specific work to be undertaken by Village Owner

(Cross out if not needed)

(1) The Village Owner agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

.....

.....

.....

.....

.....

.....

.....

(2) The Village Owner agrees to complete the work by: .....

4. Signatures

At commencement	At termination
Village Owner / managing real estate agent:	Village Owner / managing real estate agent:
.....	.....
Resident 1:	Resident 1:
.....	.....
Resident 2:	Resident 2:
.....	.....

Note for this clause:

Further items and comments may be added on a separate sheet signed by the Village Owner / managing real estate agent and the Resident and attached to this report.

Attachment 3 - Village Rules

Gingin Eco Lifestyle Village

Introduction

At Eco Lifestyle Villages we seek to deliver a very unique lifestyle to our Residents offering the best of country style living. Our philosophy of keeping it simple, designing in more sustainable practices that have a lower environmental impact, benefits everyone.

With those principles in mind, our Village Rules sets out clear expectations of how we operate and how our Residents live in an Eco Lifestyle Village. The Village Rules are a living document that will inevitably evolve over time with input from both our Residents and our Village Management team to ensure that together we can offer community living at its best.

Hopefully you will find these Rules easy to read and understand. We have set out the Rules so that they speak to the key elements of our Eco Lifestyle Villages, starting with the journey of our relationship and how we interact, your home, our facilities and our Village environment.

Under your Residential Site Agreement, you have agreed to comply with these Village Rules, as amended from time to time. You should therefore familiarise yourself with these Village Rules and read them carefully because a breach of these Village Rules will also constitute a breach of your Residential Site Agreement.

The Village Owner can also amend these Village Rules from time to time by giving written notice to each Resident of the Village, at least 30 days before the day in which the amendment is to have effect. If the proposed amendment relates to the Village Facilities, then notice will be given at least 7 days before the day on which the amendment is to have effect.

Yours faithfully

Chris Harrison
The Village Manager on behalf of the Village Owner

May 2021

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1. Clubhouse and Village Facilities

The Clubhouse and Village Facilities will be progressively developed as the Village expands, with the key Clubhouse Facilities constructed in accordance with approved development plans.

Prior to the completion of the construction of Stage 1 of the development, the construction of Clubhouse is scheduled to commence and be completed within 12 months in accordance with the approved plans.

2. Use of Clubhouse & Village Facilities

These are the rules which apply to the use of the Clubhouse and Village Facilities to ensure your safety, equitable access for all (Residents, Visitors and approved casual users) and care for the facilities.

(a) Unreasonable Disturbance to Others

The use of Clubhouse and Village Facilities is not to cause any unreasonable disturbance to others, and they are to be left in a manner in which they were found.

After 10 pm all functions will need to be contained to indoor areas of the common facilities and are not to emit noise or disturbances beyond midnight that could affect other Village Residents.

Please be aware that activities and functions, as determined by the Village Manager, may affect the availability, and your use, of the facilities.

(b) Club Audio Visual Equipment

The Clubhouse audio visual equipment, when available, can be utilised by Residents, following a training induction and adherence to guidelines that prohibit the usage of inappropriate material or material that breaches copyright provisions.

(c) Private Function

The Clubhouse and Village Facilities, including the multi-purpose areas, are available, together with the kitchen facilities, for private function usage by Village Residents by booking with the Village Manager in advance to reserve your place. Bookings will be treated on a first come first served basis and are always at the Village Manager's discretion.

(d) Use of Village Facilities by People and Organisations who are not Residents

Your personal use of the Village Facilities will generally be unrestricted during standard operating hours, however there will be times when externally approved functions and access will be permitted as a part of the philosophy of encouraging an open interactive community which is connected to the local town/broader community within the region.

Use of the Facilities by other persons or parties, as approved by the Village Manager, will be communicated to Village Residents in advance. Use of the Facilities by others in this manner may, but will not usually, be to the full exclusion of Residents.

(e) Smoking

Smoking in the Village Clubhouse and Facilities and buildings is not permitted.

(f) Clubhouse Under Croft Area

The Village Manager will set aside as part of the completion of the Clubhouse facility an under croft area that can be utilised by the Village Residents for purposes which may include a brewery, storage of productive landscape produce, jam and preserve facilities and storage and other activities that add to the Eco Lifestyle experience as deemed appropriate by the Village Manager.

The Residents' Committee may, with the agreement of the Village Manager, take responsibility for some or all of these designated activities.

(g) Pool and Spa

These facilities are to be utilised respecting the privacy and dignity of all users, Residents and staff. All users must abide by the following rules:

- a safety induction must be attended prior to the initial use of the pool and spa;
- the Village Manager will operate the pool and spa in accordance with health regulations;
- a lifeguard will not be available and people enter the pool and spa areas at their own risk;
- the rules displayed must be observed at all times;
- the operating temperatures of the pool and spa will be set by the Village Manager;
- personal hygiene is paramount and showering before and after use is requested;
- appropriate swimwear is to be worn at all times;
- any visitors, especially those under the age of 18, must be accompanied by a Village Resident at all times; and
- any rules displayed must be observed at all times.

(h) Gym and Wellbeing Area

Similar to all Gym and Fitness Centres, basic safety and hygiene rules will apply:

- a safety induction is required to show you how to the correctly use the equipment;
- appropriate enclosed sports footwear and clothing must be worn at all times;
- a clean towel must be used over any seating before using the equipment;
- training is encouraged with a friend particularly if utilising the weight equipment;
- children under 18 are and not permitted to use these facilities;
- the rules displayed must be observed at all times.

(i) Non Compliance with Rules

The Village Manager reserves the right to prevent or remove Residents, people or visitors from the Clubhouse and Village Facilities if they are not complying with the Village Rules or respecting their use and care.

3. Recycling Centre and Activities Shed

The proposed Recycling Centre and Activities Shed will be built following the completion of the Clubhouse and will be designed in consultation with the existing Village Residents at the time.

Standard safety, general induction and training requirements and operating procedures will apply in accordance with health and safety legislation.

4. Waste Water Treatment

Within the common areas in the designated stages for housing and in close proximity to the Clubhouse, approved on-site wastewater treatment and recycling units will be installed below ground. These units apply conventional wastewater treatment with disinfection to produce a clear non potable water source (Class A) that can be safely applied to the drip irrigation of vegetation to add to the amenity of the Village.

These wastewater treatment units and the associated irrigation equipment remains the sole responsibility of the Village Manager and should under no circumstances be interfered with by Village Residents or their visitors.

5. Productive Landscape

The main landscape boulevard between the Clubhouse and the main dam will be the designated Productive Landscape area which will be planted and actively managed with a wide variety of seasonal fruits, vegetables and nuts to provide organic produce.

The Village Manager is responsible for the management of the Productive Landscape Area.

Village Residents are encouraged to participate in the cultivation, maintenance and active utilisation of this area in coordination and under the direction of the Village Manager.

Availability of produce is subject to seasonal conditions, quality variances and supply/demand quantities. The Village Manager may seek to recover the costs associated with the organic produce from Residents, members of the public, or external parties.

6. General Landscape

The Village Manager have the responsibility for maintaining the irrigation of designated areas, the successful establishment of vegetated landscapes within the Village boundaries and the maintenance of pathways, shade structure and shelters as per the Village Masterplan.

7. Mail

Your personal mail will be delivered to your designated Village mail box. Unauthorised and / or junk mail is not to be distributed in the Village.

8. Absence from the Village

If you are going away for more than a week, please let the Village Manager know in advance so we are aware and any agreed arrangements as may be appropriate can be actioned.

9. Residents Committee

The Village will have a Residents' Committee which will represent the Residents of the Village. Members will be elected annually to the Committee. The Committee will provide comment and feedback to the Village Manager regarding Village Rules, Code of Conduct, Village Grievance and Breach Policy.

The Residents' Committee and the Village Manager will work in the spirit of proactive cooperation to resolve any challenges in the best interests of the Village as a community.

The Residents' Committee will:

- be formed as soon as 20 homes are occupied in the Village;
- convene monthly meetings with the Village Manager to facilitate open, transparent communication between Residents and the Village Manager;
- provide questions wherever practicable to the Village Manager at least 2 working days before the meeting;
- coordinate social and recreational activities and events for the benefits of Residents, help establish and foster the development of various interest groups supported by village Residents and the village community as a whole;
- coordinate the use of the Village Mini Bus as appropriate for the benefit of Residents;
- seek to generate funds from social activities and village produce/products as permitted by the Village Manager which can then be utilised for the benefit of Residents in the Village.

The Village Manager will:

- ensure a senior Village Manager representative attends every meeting;
- provide direct responses to all questions in an open and transparent manner;
- proactively seek to implement pragmatic solutions to challenges;
- amend from time to time as necessary any elements of the Village Rules, Code of Conduct, Village Grievance and Breach Policy, as appropriate and/or as required by applicable legislation.

10. Home Maintenance

You own your own Relocatable Home and are responsible for all relevant maintenance including replacement of fixtures, fittings and appliances as well as any repairs to the home and any structures within your Residential Site such as carports, paving, driveways, store rooms and patios.

The external appearance of your Relocatable Home needs to be maintained to ensure that it remains aesthetically neat, tidy in the streetscape and in accordance with the overall theme of the Village.

This ultimately maintains the value of your Relocatable Home which is your investment for the one day when you may sell your Relocatable Home.

11. Home Alterations

There may be opportunities that arise when you plan to modify the external appearance of your Relocatable Home, carport or outdoor areas and to ensure compliance, aesthetic alignment and that neighbours are not unduly affected all proposed alterations must be approved by the Village Manager before any works begin.

It is your responsibility to check if the proposed works require a building licence and if so, it is your responsibility to ensure that a registered builder completes any approved alterations, meeting all local government requirements and any health regulations.

Any proposed works are to be approved by the Village Manager before proceeding. All approved works are at your cost.

The Village Manager will respond to any alteration proposals within 10 working days.

12. Contractors

For any maintenance or approved alterations to a Resident's Relocatable Home it is the responsibility of the Village Resident, to ensure that any contractors:

- report to the Village Manager prior to undertaking and on completion of the work;
- perform all works in accordance/compliance with all applicable law and regulations;
- operate only within the hours of 8am to 6pm on weekdays;
- are responsible for rectifying at their cost any damage they cause in or to homes or any infrastructure or facilities in the Village; and
- have relevant and appropriate public liability and where required by law Workers Compensation insurance to perform the works and provide Certificates of Currency prior to commencing any works.

13. Home Business

The Village Manager's approval is required prior to operating a small business from your home. Some of the issues that the Village Manager will consider include:-

- nature of the business;
- maintaining the peaceful enjoyment of other Residents;
- Potential to solicit business from within the Village;
- deliveries to your home;
- parking and traffic;

It should be noted that should the Village Manager withdraw their approval for whatever reason, the business will not be permitted to operate.

14. Street Verge and Front Garden Areas

The establishment and maintenance of the street verge is the Responsibility of the Village Manager.

The Front Garden Area is defined as the area between the road pavement and the front elevation line of the home and will include swales and driveway cross overs. If it is unclear where the responsibility lies then the Village Manager will provide a plan for demarcation purposes.

15. Home Gardens

Residents are responsible for the establishment and maintenance of all plants and garden areas on the Residential Site.

Residents are encouraged to develop their home gardens by planting appropriately water wise plants from the list of recommended plants provided by the Village Manager.

Climbing plants or creepers must be managed if grown on adjoining fences to within the Residential Site and are not to create a potential fire hazard.

Village Residents are to install and maintain any garden irrigation systems which may be required to water the garden area of the Site. The irrigation of the garden area is from the potable water supply, which is metered and therefore the water consumption for the garden area will form part of the Residents overall water supply bill.

Care should always be taken when replacing plants to ensure no damage to the underground reticulation occurs.

Any leaks or issues with garden reticulation are the responsibility of the Resident.

Village Residents can only make changes to garden design and plant selections with the approval of the Village Manager. Pot plants and creepers or climbing plants may not be permitted in front gardens if they detract from visual amenity of the streetscape.

Use of garden ornaments may not be permitted in front gardens if they detract from the visual amenity of the streetscape as determined by the Village Manager.

The Village Resident is responsible to maintain their garden area to a neat and tidy standard at all times in keeping with the amenity of the streetscape within the Village.

Residents are to use and only apply slow release fertilisers to garden areas.

The use of rainwater tanks is encouraged with the Resident being responsible for its maintenance, cleaning, testing of water, usage and replacement when required.

16. Rubbish Bins and Collection

The Village Manager will, and encourages Residents to also, seek to reduce and reuse waste products whenever and wherever possible.

A recycling area will be established near the Caravan, Boat Parking and Storage Area for Residents and Village use.

With respect to household rubbish, Residents are required to place the rubbish in the appropriate bins in the bin areas.

The Village Manager will organise the collection of these bins.

17. Village Access Cards and Keys

The Village Manager will provide the Resident with

- a Village access card / key to each Resident;
- mail box key to each Resident for their allocated mail box.

The Village access card / key and letter box keys need to be returned to the Village Manager at the expiration or earlier termination of the lease.

Should replacement cards or keys be required, the Village Manager will organise the replacement and the Resident will be required to pay the replacement cost.

18. Pets

Subject to prior the Village Manager approval, well-trained pets are welcome in the Village and must be kept in accordance with the conditions below. Failure to keep pets in accordance with the Village Rules will mean approval is revoked and the pets will need to be removed from the Village.

Approved Pets include:

(a) Dogs

Dogs (no more than two) classified and registered by the local authority as house pets are permitted. They

- must not roam beyond the Resident's site;
- may be walked around the Village, but must be kept on a lead at all times;
- must not bark excessively or inconvenience other Residents. If they continue to do so then they will need to be removed from the Village or debarked;

Dog waste is to be picked up immediately and disposed of in the Residents' own bin area.

With prior the Village Manager permission, dogs supporting Residents with disabilities may be allowed in or around the Clubhouse and Village Facilities.

(b) Cats

The natural environment is highly valued both within the Village and beyond, and cats may not be permitted due to the fragility of the local ecology. If cats are permitted they are to remain inside the home or confined to a cat run in the Resident's back yard.

(c) Birds

Domestic birds may be kept inside the home or outside in a cage or aviary as approved by the Village Manager. Birds may not be acceptable if they disturb other Residents.

19. Visitors

Your friends and relatives are always welcome to visit you in your home at any time. You will however be responsible for their actions and behaviour and any disruption or damage they may cause to the Clubhouse, Village Facilities or infrastructure.

20. Parking

Parking is permitted only in the designated areas within the Village.

Residents are to park their vehicles in the driveway and carport area of their home and are to ensure that vehicles do not obstruct the view of other road users by keeping a minimum of 1.5m off the road pavement edge into their driveway.

Residents are not permitted to park caravan/motorhome or boats in their driveways or carports other than for packing and unpacking purposes. Caravan/motorhome and boats are to be stored in the designated areas determined by the Village Manager and if that is the permanent area as shown on the Masterplan area then weekly fees (currently proposed to $10 per week) will apply as determined and communicated by the Village Owner.

Visitor parking bays are available within the Village, however they should not be used for longer than one day without discussing with the Village Manager as more appropriate alternatives may be available, allowing visitor parking bays to be used by others.

The Resident must not use or permit the use of children's bikes, skateboards, "billy-carts" and similar recreational items on the Village, except as permitted by the Village Rules.

The Resident must:

- not park any vehicle in a way that endangers, or may be likely to endanger, another person or property of another person;
- not allow any vehicle, boat or trailer to be parked on any road on the Village or on any street verge;
- not park any boat or trailer or caravan/motorhome owned by or in the possession of the Resident in the driveway or space provided on the Site without the Village Manager's prior written approval;
- not park or store more than two vehicles on the Resident's Residential Site without the Village Owner's prior written approval;
- park a boat, trailer or caravan/motorhome at the designated caravan/motorhome, trailer or boat area for which a caravan/motorhome, Trailer or Boat Fee is applicable;
- ensure that the Residents visitors, guests and contractors use the visitors' parking area to park their vehicles whilst they are in the Village.

21. Village Mini Bus

A 12 seater Village mini bus will be provided for the benefit of all Village Residents upon the 50th home being occupied. The Village Manager will determine the type of bus purchased with preference to low emission technology in keeping with the Eco Lifestyle Village philosophy.

Volunteer drivers from within the Village are required to be registered with the Village Manager, and must hold the appropriate licences and satisfy cover Village insurance requirements. The operating and maintenance costs of the vehicle will be the responsibility of the Village Manager.

22. Vehicle Washing

An external potable water tap is available at your home and can be utilised for car washing as an alternative to the wash down area that will be provided at the designated Caravan/motorhome and Boat Storage Area when this is constructed. Under all circumstances environmentally sensitive products are to be used for washing and cleaning all vehicles.

23. Health and Safety in the case of an Emergencies

The Village Manager is committed to maintaining a healthy and safe living and working environment for all Residents, staff, contractors and visitors to our Villages.

- Resident inductions to the Village will include safety card summaries for ease of reference including critical contact details and emergency procedures;
- Regular fire, emergency and evacuations drills will be conducted by trained and qualified persons to ensure systems and procedures are compliant and effective. All people present in the Village at the time of the drill will need to attend the drill.

- Residents are responsible for calling emergency services if there is an emergency in their home;
- After contacting emergency services the Resident must also notify the Village Manager of the incident;
- Nominated Village Wardens will assist the Village Manager and emergency services to coordinate emergency procedures and any evacuations as may be necessary.
- Contractors entering the Village will be required to report to the Village Manager for site induction specific to their purposes to ensure that they are aware and equipped with the knowledge pertaining to our obligations in keeping them and you safe.
- All persons accept personal obligations to act and behave with community and individual safety in mind at all times.
- Maps showing assembly areas will be displayed in the Clubhouse and Village Facilities as well as being a part of the Resident welcome pack.

24. Village Faults and Outages

If there is an electrical, water or other services or infrastructure failure/outage in the Village, please contact the Village Manager for their immediate notification.

25. Contacts Directory

The Village Manager will provide a list of emergency services, key local government and other service providers to all Residents for their knowledge and ease of reference. Other key Village contact details will also be provided and updated from time to time.

26. Walking Trails and Common Areas

The open expanses offered within our Eco Lifestyle Villages provides unique walking trail experiences and general outdoor amenity inclusive of drainage swales, retention basins and in some cases open water bodies / dams. The design of both the landscape and drainage facilities is purposeful to optimise water capture and reuse as part of the non-potable irrigation plan to support both productive landscapes and naturally vegetated areas.

Care for personal safety and potential injury remains the responsibility of individual Resident and deviating from designated pathways is not recommended.

The Village Manager will have first aid equipment on hand for minor injuries.
In some cases natural fauna, including snakes, may present a hazard and extra care needs to be taken particularly during the warmer months.

27. Adjoining Property

The Gingin Eco Lifestyle Village is a part of a larger property owned by the Village Owner and access to areas beyond the Village Masterplan area is permitted only at the absolute discretion of the Village Manager and, if permitted, is entirely at the risk of Village Resident. The area is undulating and with very steep inclines in places and presents risks and hazards that may not be foreseen.
This area of adjoining property may be developed in the future and this will alter the amenity of the adjoining area on the Eco Lifestyle Village and its Residents.

28. Security and Gates

At Eco Lifestyle Villages your security is very important to us. Please contact the Village Manager if you have any questions or feedback.

All Residents will be issued with a remote access control for the main security gates and access to the Village Clubhouse and Facilities. Please handle this access device with care to maintain security integrity. A register of all remotes will be kept with the Village Manager. Additional remotes may be purchased from the Village Manager. Batteries in remotes will be the responsibility of the Resident and lost or damaged remotes will need to be replaced at the expense of the Resident.

Security systems can be installed by Residents in their own homes at their cost.

The Village Manager may install cameras for remote security purposes at its own discretion for the benefit of the Village community.

Front gate access can be viewed from your own home as a part of the communication installations in your home. The maintenance of this remote viewing facility in your home is the responsibility of the Resident.

29. Insurance

Your home needs to be insured by you as should the contents to protect your investment. Your home insurance needs to cover a public liability component and a certificate of currency is required to be provided to the Village Manager annually.

30. Moving In and Village Induction

When you move in to an Eco Lifestyle Village you will be given a Welcome Pack which will include information about;

- your home - its 12 month warranty period and lifetime structural guarantee;
- guidelines from this Rules that apply to your home maintenance responsibilities;
- accessing and utilising the common facilities;
- village access and security;
- village services; and
- safety and emergency procedures.

You will also have an introductory meeting with the Village Manager and an induction including a safety briefing of how we need to operate and live in the Village and any access card/keys as appropriate at the time.

Attachment 4 - Code of Conduct Policy

At Gingin Eco Lifestyle Villages (GELV) we are committed to creating friendly, vibrant communities which promote a safe, peaceful and an enjoyable lifestyle.

The timeless principles of respect, caring for each other, and an ethical and balanced approach to life are foundational in how we create, develop and maintain our GELV community. This means that we will take time to meet and talk with you, and listen to your questions and any concerns you may have, because we share this part of our journey in life together.

This Code of Conduct sets out the expectations of how Residents, staff and contractors of GELV are to behave and the process for how disputes are to be resolved.

Key Principles

1. All Residents, staff and contractors are to be treated fairly with honesty, integrity and respect.

2. All actions by staff and Residents as well as any contractors are to act in a safe manner in accordance with applicable Occupational Safety and Health legislation.

3. The consequences of any breach of the Code of Conduct or Grievance and Breach Policy will follow the process for resolution in an equitable manner with respect for both parties. However failure to adhere to the Code may ultimately result in the termination of a Residents' Agreement, a staff member's employment or a contractor's contract.

The Code of Conduct

Our mutual expectations are to:

- treat everyone fairly and as equals;
- be honest and respect diversity;
- genuinely listen and give consideration to each other's opinions;
- speak respectfully and be considerate to the needs of each other;
- promote a peaceful living environment;
- respect each other's privacy, health and wellbeing; and
- share common areas and facilities equitably and with care.

Additional areas of mutual responsibility are to:

- act without fear or favour with transparency and accountability;
- recognise people's rights to due process and equal opportunity;
- declare any potential or actual conflicts of interest;
- comply with the Residential Site Agreement and the prevailing Village Rules;
- seek to minimise the risk of harm to people and the environment;
- consider the consequences and impact of behaviour on the wider Village community; and
- exercise an appropriate duty of care to others at all times.

Attachment 5 - Village Grievance and Breach Policy

At Gingin Eco Lifestyle Village, in support of our Code of Conduct, Residential Site Agreement and Village Rules, the Village Grievance and Breach Policy underpins our commitment to a safe, peaceful village lifestyle. This Policy enables appropriate consequences to be effected including, if applicable, potential termination of a Resident's Site Agreement leading to eviction from the Village, termination of a staff member's employment or termination of a contractor's contract.

Our processes for the handling complaints are set out below and are in accordance with management policies at GELV, recognising that ultimately disputes can be referred to the State Administrative Tribunal (or, if they do not accept jurisdiction, the Courts) for resolution.

Breaches of the Code of Conduct

Breaches of the Code of Conduct may include:

- inappropriate behaviour including swearing and loud, aggressive or offensive behaviour;
- inappropriate communication either on social media, written or other;
- making racial, gender based or sexually inappropriate remarks;
- all forms of harassment with actions that intimidate, offend, humiliate or embarrass a person or persons;
- promoting, publishing or displaying inappropriate or offensive material;
- any unlawful actions or misconduct.

Classification of Breaches of the Code of Conduct

Minor Breaches

- these generally include, but are not limited to, inappropriate behaviour and communication.

Major Breaches

- these generally include serious or unlawful misconduct, bullying, violence, harassment, discrimination and victimisation, and will include repeated inappropriate behaviour and communication and threats of violence.

Classification of Breaches of the Village Rules and Residential Site Agreement

Minor Breaches

- these generally include exceeding speed limits, poor house and garden presentation, visitor, pet, noise and facility policy breaches.

Major Breaches

- these generally include non-payment of rent, wilful damage to property, bringing the Village into disrepute, serious safety incident, conviction of an unlawful act within the Village and repeated minor breaches.

Process for making and investigating Complaints and Alleged Breaches
The process which will be implemented to resolve a complaint or alleged breach of the Code of Conduct, Residential Site Agreement, Village Rules or Village Grievance and Breach Policy will depend on how the allegation or complaint arises.

Dependent upon the nature of the complaint or circumstances, GELV management has the ultimate discretion as to how a complaint may be processed.

Complaints / Breach Investigation Process

Key Processes

1. All complaints must be submitted to the Village Manager ("**Manager**") in writing.

2. The Manager will treat all complaints in confidence as far as possible.

3. The Manager will acknowledge the complaint within 2 working days and will arrange a meeting with the complainant.

4. At a meeting with the complainant the Manager will;
   a) Obtain all relevant information including the context of the complaint;
   b) Explain the process for complaint resolution; and
   c) Take notes from the discussion that are to be signed by both parties at the meeting.

5. The Manager will then determine and implement any immediate course of action necessary to ensure the safety of all parties and action. This may include notifying the authorities and the police whilst the next investigative steps are taken.

6. The Manager will then investigate the complaint taking the following steps;
   a) The Manager will meet with the alleged complainee / offender to:
      i) explain the nature and details of the complaint or alleged breach;
      ii) outline the consequences should the complaint or alleged breach be substantiated;
      iii) listen and take notes from the discussion that are to be signed by both parties at the meeting; and
      iv) explain the process to the offender.

   b) The Manager will investigate the offender's version of events;
   c) The Manager will interview all witnesses; and
   d) The Manager will document all steps/observations during the investigative process.

7. The Manager will then determine whether, in their opinion, there has been a breach of the Code of Conduct, the Residential Site Agreement, Village Grievance and Breach Policy or the Village Rules.

8. If the Manager determines that there has been a breach of the Code of Conduct, the Residential Site Agreement, Village Grievance and Breach Policy or the Village Rules, then the Manager will decide the best course of action to resolve the issue. This may include;
   a) Facilitating a meeting between the parties to resolve the issues;
   b) Issuing formal written warnings to either or both parties;
   c) Imposing restrictive access to, or sanctions on, Village facilities or events;
   d) Instigating disciplinary action against an GELV staff member which may include termination of employment;
   e) Issuing a Notice of Default to a Resident.
   f) If a Major Breach has occurred, the Village Owner may take steps to issue a Notice of Termination.
   g) Terminate a contractor's contract.

9. Once the Manager has determined the appropriate course of action, they will inform both parties and then take the appropriate action.

   The Manager will generally aim to complete the above steps within 30 days of receiving the complaint. If the complaint is against an employee of the Manager then the investigation will be conducted by the employee's supervisor.

Relevant Legislation

Residential Parks (Long Stay Tenants) Act 2006 (WA)
Occupational Safety and Health Act 1984 and other relevant occupational safety and health legislation.

Attachment 6 - Village Relocatable Home Sale Contract

The Buyer OFFERS TO PURCHASE from the Seller the Relocatable Home located at the Residential Site for the Purchase Price on the Settlement Date referred to in the Schedule and upon the other terms and conditions as set out in this document and the Gingin Eco Lifestyle Village Residential Site Agreement. For the avoidance of doubt the purchase of the Relocatable Home does not convey any freehold or leasehold interest in the land comprising the Residential Site.

Schedule

1. The Buyer:

Full name(s) _____ _____

Address: _____

2. The Seller:

Full name(s) **Sanvidel Pty Ltd (ACN 620 544 685)**

Address: 131 Pascoe Street Karrinyup WA 6018

3. Village Owner: **Sanvidel Pty Ltd (ACN 620 544 685)**

4. Relocatable Home is situated on Residential Site No. ___ _____
(street address)

5. Purchase Price $_____ _____ (all parties please initial)

6. Payment of Purchase Price

With a Deposit of $ _____ of which $ _____ is paid now and $ _____ to be paid within _____ days of acceptance, to be paid directly to the trust account of the Village Owner's nominated lawyers ("**Trust Account**"), to be held as stakeholder. The balance of the Purchase Price is to be paid into the Trust Account on or before the Settlement Date.

7. Settlement Date: _____ or any other date referred to in this Contract. (See clause 13.6).

8. Relocatable Home viewed by Buyer on: _____

(a) Items included in the Sale:

All fixtures and fittings, fixed floor coverings, window treatments, light fittings and:

_____

(b) Items excluded from the Sale:

_____

9. Designated Date: _____

Note: This is when the Buyer's Residential Site Agreement will end.

10. Offer Subject to (strikeout section not applicable)**:**

This offer is subject to the sale and settlement of the Buyer's property at _____ _____ Signature of Buyer _____ Signature of Buyer _____	This is a cash offer and the Buyer understands that on acceptance of this Contract, the Buyer is committed to purchase the above Relocatable Home. The cash is available without any finance being required Signature of Buyer _____ Signature of Buyer _____

11. Special Conditions

As stated below

_____

_____

_____

_____

_____

_____

And (if applicable) - Residential Premises Condition Report forms part of this Contract - Annexure "A" (attached).

12. Sale Conditions

12.1 Acknowledgements

The Seller and Buyer acknowledge that:

(1) the Seller cannot assign the Seller's Residential Site Agreement to the Buyer or grant a lease, licence, sublease or sub licence of the Residential Site to the Buyer, and any lease over the Residential Site must be granted by the Village Owner to the Buyer;

(2) the Buyer is aware that the Village Owner granting a lease of the Residential Site to the Buyer is subject to the matters set out in clause 12.2;

(3) this Contract for the Relocatable Home is conditional upon the Village Owner entering into a Buyer's Residential Site Agreement with the Buyer in relation to the Residential Site in accordance with clause 12.2; and

(4) the Buyer is aware that the Village Owner has a Right of First Refusal to purchase the Relocatable Home, and that this Contract is subject to and conditional upon the Village Owner not exercising that right.

12.2 Village Owner to offer new Residential Site Agreement to the Buyer of the Relocatable Home

(1) This Contract is subject to and conditional upon the Village Owner offering to the Buyer of the Relocatable Home a Buyer's Residential Site Agreement regarding the Residential Site for the Term and otherwise on the Village Owner's then current standard terms and conditions, consistent with the context of operating the Village as a going concern under the then-current market conditions and government regulatory conditions and any applicable law, provided that:

(a) the Village Owner receives a request to do so from the Buyer;

(b) the Village Owner is satisfied, acting reasonably, that the Buyer is able to live independently and in accordance with terms, conditions and provisions of the Village Rules, Code of Conduct, Village Grievance and Breach Policy;

(c) the Seller has complied with its obligations to give a Right of First Refusal to the Village Owner and it has chosen not to exercise its Right of First Refusal;

(d) the Buyer purchases the Relocatable Home from the Seller; and

(e) the Commencement Date of the new Buyer's Residential Site Agreement is date of the request from the Seller however is executed by the Buyer before Settlement.

(2) The Buyer acknowledges that it will be a requirement of the current standard terms and conditions of all future Residential Site Agreements, referred to in subclause (1), that the term of the Residential Site Agreements will expire no later than the Designated Date.

(3) The Buyer acknowledges that the proposed Buyer's Residential Site Agreement is aligned with the Act and the Regulations.

13. Other Conditions:

13.1 Seller agrees to notify the Buyer, as soon as practicable, after the Buyer's offer has been accepted by the Seller.

13.2 The Buyer acknowledges that, prior to acceptance by the Seller, the Seller must obtain approval in writing from the Village Owner to the Buyer's offer.

13.3 The Buyer acknowledges that the terms of this Contract and the Village Residential Site Agreement are both integral to the operation of the Village. The Buyer may wish to seek independent legal and financial advice on the terms of this Contract and/or the Village Residential Site Agreement required to be signed by the Buyer before Settlement. Queries and clarifications, if any, regarding the Buyer's Residential Site Agreement can be discussed at or prior to the Village Owner's interview with the Village Owner or the Village Manager.

13.4 The parties agree that the Deposit is refundable at any time up to the point that the Contract becomes unconditional.

13.5 The Seller acknowledges that all monies due to the Village Owner under the existing Seller's Residential Site Agreement, and any outstanding debts payable to the Village Owner, are the Seller's responsibility and must be paid in full on or before Settlement.

13.6 The Seller and the Buyer agree that, to effect Settlement, the Buyer will pay the balance of the Purchase Price into the Trust Account prior to Settlement. Settlement must occur on the Settlement Date or such other date that the Village Owner advises that it is satisfied that all conditions have been satisfied and the Settlement can proceed. The parties acknowledge that the Village Owners' lawyers do not act and will not act for the Buyer or the Seller.

13.7 The Seller authorises the Village Owner and/or its lawyers (as applicable)to deduct the fees and outstanding debts due to the Village Owner by the Seller pursuant to the Seller's Residential Site Agreement, as advised by the Village Owner, from the Purchase Price and to pay the balance of the Purchase Price to the Seller.

13.8 The Buyer and Seller both acknowledge and consent to the Village Owner performing the following roles:

(1) facilitating the sale of the Relocatable Home for the Seller;

(2) acting in its capacity as the Village Owner to determine whether or not the Buyer is a suitable person to be granted a new Residential Site Agreement; and

(3) holding, in its capacity as the Village Owner, the Right of First Refusal to buy the Relocatable Home on the terms set out in the Seller's Residential Site Agreement.

13.9 The Buyer and Seller agree that the Relocatable Home was inspected by the Buyer on the date set out in the Schedule and that the items referred to in Item 8(a) of the Schedule are included in the Sale and the items referred to in Item 8(b) of the Schedule are not included in this Sale.

13.10 The Seller agrees to transfer to the Buyer at Settlement, unencumbered title and possession of the Relocatable Home. Risk passes to the Buyer at Settlement.

13.11 The Seller must leave the Relocatable Home clean and fit for occupation. If the Resident does not leave the Relocatable Home clean and fit for occupation then the Resident authorises the Village Owner to clean the Relocatable Home, remove and may store any of the Resident's belongings, as required, at the Resident's expense and costs to do this work is deducted from sales proceeds at Settlement.

14. Definitions:

14.1 In this Contract unless the context otherwise requires:

"Act" means the *Residential Parks (Long Stay Tenants) Act 2006 (WA)* (including, where applicable, the Regulations and any other relevant subsidiary legislation).

"Agreement" means the Residential Ste Agreement.

"Buyer's Residential Site Agreement" means the residential site agreement proposed to be entered into between the Buyer and the Village Owner subject to the terms of this Contract.

"Code of Conduct" means the Code of Conduct promulgated by the Village Owner from time to time, which as at the date of Agreement is as per Attachment 4 to the Agreement.

"Commencement Date" means the date described as such in the Schedule of the Buyer's Residential Site Agreement and being the date on which the Term starts.

"Designated Date" means the date specified in Item 9 of the Schedule and being the date on which the Term ends (unless terminated earlier) which will also be the date included in the Buyer's Residential Site Agreement as the Termination Date.

"Regulations" means the Residential Parks (Long Stay Tenants) Regulations 2007 (WA)

"Relocatable Home" means a building and other structures owned by the Resident that are designed and fitted for use as a residence, which the Village Owner has permitted to be assembled, placed or erected on the Residential Site.

"Residential Site" means the site described Item 4 of the Schedule.

"Right of First Refusal" means the right of first refusal the Seller has granted to the Village Owner in the Seller's Residential Site Agreement between the Village Owner and the Seller.

"Seller's Residential Site Agreement" means the residential site agreement currently existing between the Seller and the Village Owner.

"Settlement" means the actual settlement of the sale of the Relocatable Home from the Seller to the Buyer.

"Term" means:

(a) the period starting on the Commencement Date of the Buyer's Residential Site Agreement to be entered into by the Buyer and, subject to paragraph (b), ending on the Designated Date or Termination Date as referred to in the Residential Site Agreement;

(b) the Term will immediately end if and on the earlier of:

(i) the death of the last surviving person named in the Buyer's Residential Site Agreement as the Buyer (and for clarity, this does not include the Buyer's heirs, executors and administrators);

(ii) the expiry of 60 days after receipt by the Village Owner of notice in writing of the Buyer's intent to terminate the Buyer's Residential Site Agreement;

(iii) the expiry of 4 weeks, or any longer period required pursuant to the Act, after the receipt by the Resident of the Village Owner's intention to terminate this Agreement;

(iv) the expiry of 60 days after the date on which the Buyer removes the Relocatable Home from the Residential Site; and

(iv) where the Buyer sells or transfers the Relocatable Home to another person and the Village Owner grants a Residential Site Agreement of the Residential Site to that new person, then the Commencement Date of that Residential Site Agreement.

"Village" means the Gingin Eco Lifestyle Village of which the Residential Site forms part.

"Village Owner" means the entity referred to in Item 3 of the Schedule and includes its successors, transferees and assigns.

"Village Rules" means the rules of the Village made and amended by the Village Owner from time to time, copies of which are available from the office of the Village Owner in the Village.

"Village Relocatable Home Sale Contract" means the Village Owner's standard form for the sale of a Relocatable Home by a Seller, as amended by the Village Owner from time to time.

14.2 Interpretation

In this Contract, unless the context indicates a contrary intention:

(a) words suggesting the singular include the plural and vice versa;

(b) words suggesting any gender include any other gender;

(c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;

(d) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;

(e) references to clauses, paragraphs, subparagraphs, schedules are to clauses, paragraphs and subparagraphs of, and schedules to, this Contract as amended from time to time;

(f) headings used for clauses, paragraphs, subparagraphs and Schedules are for ease of reference only and will not affect the interpretation of this Contract.

(g) references to any Contract or instrument are to that Contract or instrument as amended, novated, supplemented, varied or replaced from time to time;

(h) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;

(i) use of the words "includes" or "including" means includes or including without limitation, unless the contrary intention appears;

(j) a reference to any body is:

(i) if that body is replaced by another organisation, deemed to refer to that organisation; and

(ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body;

(k) all dollar amounts specified in this Contract are in Australian dollars; and

(l) the words "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

15. Conveyance:

The Parties nominate their Representative below to act on their behalf and consent to notices being served to that Representative's facsimile number.

Buyer Representative	_____	Seller Representative	Property Settlements
Contact Name	_____	Contact Name	The Manager
Telephone No.	_____	Telephone No.	9325 9353
Signature	_____	Signature	_____

16. Documents Received:

Once the Buyer has completed this offer, as soon as practicable, a copy will be given to the Buyer. Within 48 hours of this offer being accepted by the Seller, both parties will receive a copy of this Contract from the Village Owner or the Village Manager.

Execution Page

Buyer

Signature: _____ _____

Date: _____ _____

Witness Signature _____ _____

Name: _____

Address: _____ Date:_____

Seller

Signature: _____ _____

Date: _____ _____

Witness Signature _____ _____

Name: _____

Address: _____ Date:_____

Please Note:

As per clauses 12.1 and 12.2 above, this Contract between the Buyer and the Seller is subject to and conditional upon (amongst other things):

(1) the Village Owner not exercising its Right of First Refusal; and

(2) the approval in writing by the Village Owner of the Buyer.

_____

Village Owner

1. The Village Owner *does/does not exercise its Right of First Refusal.

   Signed: _____ Dated: _____

   Village Manager on behalf of Village Owner

2. The Village Owner *approves/does not approve of the Buyer (*make choice)

   Signed: _____ Dated: _____

   Village Manager on behalf of Village Owner

Attachment 7 – Village Site Plan



Information Sheet

Disclosure Required by the Act

The Residential Parks (Long Stay Tenants) Act 2006 (WA) and accompanying Regulations have requested that the questions below be answered by the Village Owners.

We recommend that prospective Residents read and review the Residential Site Agreement to get a full understanding and appreciation of the summary answers given below to the questions raised under the Act.

1. Additional persons residing on a temporary basis on the Residential Premises

(1)	Are Residents required to pay charges for persons residing on a temporary basis on the Residential Premises?	☐ Yes ☑ No
(2)	Residents are not required to pay charges for additional persons residing on the Residential Premises unless the number of persons residing on the Residential Premises at a particular time exceeds the maximum number of persons who may use the Residential Premises as their principal place of residence under the Agreement.	No more than 2 people are allowed to permanently reside at a Residential Premises
(3)	If charges are payable under subclause (1) specify -	
	(a) when a person is to be considered to be residing on the Residential Premises for the purposes of the Agreement;	Not Applicable
	(b) any time of the year when the charges will not be payable;	Not Applicable
	c) whether charges for additional residents are payable only after a certain period of time.	Not Applicable
	If yes, specify the period:	
	(d) whether charges for additional residents are payable if the Residential Premises have their own bathroom and toilet?	Not Applicable

2. Services and utilities

Service / Utility	**Included in Rent (mark "yes" or "no")**
Electricity Home – metered - personal consumption	Yes – special ofer
Gas	Not Applicable
Water Home – metered – personal consumption	No
Telephone Home	No
Internet	
Council Rates	Yes
Water Rates	Yes
Land Taxes	Yes
Electricity Common Areas and Village Facilities	Yes
Water Common Areas and Village Facilities	Yes
Management of Waste Water – no sewerage charges	Yes
Provision of Village Facilities and common areas	Yes
Repair and maintenance of Village facilities and common areas	Yes
Replacement of Village Facilities and common areas	Yes
Village garden and landscaping repair, maintenance and replacement	Yes
Use of Club House Village Facilities	Yes
Village Insurances – excluding Resident home and Contents	Yes
Staffing costs	Yes
Village management costs	Yes
Village Mini Bus – provision, repairs, maintenance and replacement	Yes
Other expenditure as incurred from time to time in the management of the Village	Yes

3. Pets

Are pets allowed? With prior written approval by the Village Owner, pet/s may be kept by Residents, but must be kept in accordance with the Village Rules and any local government laws for the relevant district. Failure to comply with the terms of this clause will mean approval is revoked and the pet/s need to be removed from the Village.	☑ Yes ☐ No

4. Shared Premises / Village Facilities

(1)	Are Shared Premises / Village Facility provided at the Village?	☑ Yes ☐ No

(2)	If yes, what are these Shared Premises / Village Facility?
	Village Facilities will be provided in accordance with the overall development plan approved by the Shire of Gingin:-
	• Club House incorporating
	  • lounge; meeting room/s; games rooms; domestic kitchen; coffee and servery area; admin office; sales office ;central letter box area;
	  • Gym area;
	  • Pool;
	• Activities shed;
	• Recycling area;
	• Roads and servicing infrastructures;
	• Pathways, general landscaped areas, shade structures and BBQ area;
	• Common productive landscape areas (additional fee may apply);
	• Caravan and boat parking area (additional fee of $10 per bay per week (CPI annual increase) will apply;
	• General storage area (additional fee dependent upon storage area (CPI annual increase) will apply;	

(3)	Are there any restrictions about the use of Shared Premises / Village Facilities? The use of the Village Facilities are in the main covered in the Village Rules, which is part of the Residential Site Agreement.	☑ Yes ☐ No
(4)	Are there mail facilities on the Village Your personal mail will be delivered to your designated Village mail box	☑ Yes ☐ No

5. Parking

How much car parking is available? Dependent upon the home a Residents selects, there will be at least one parking bay / carport per house. There will also be temporary parking bays at the Club House and at various other locations around the Village. There will also be a boat and caravan parking area which Residents can use for a fee of $10 per week.	

6. Selling a Relocatable Home or sub-letting or otherwise assigning the Residential Premises

(1)	Is a Resident permitted – • to sell a Relocatable Home owned by the Resident on the Residential Site? • to assign his or her interest under the Agreement or sub-let the Residential Premises	☑ Yes ☐ No ☐ Yes ☑ No
(2)	If yes, is the consent of the Village Owner required?	☑ Yes ☐ No
(3)	Do any other conditions apply? Clauses 31 and Attachment 6 are the main clauses in the Residential Site Agreement that deal with the sale of a home.	☑ Yes ☐ No

7. Restrictions on use of Residential Site

Are there any restrictions about what can be placed on the Residential Site? Only homes purchased from the Village Owner can be placed on the Residential Site.	☑ Yes ☐ No

8. Insurance requirements

(1)	Are there any requirements regarding insurance?	☑ Yes ☐ No
(2)	If yes, what are these requirements? Clause 39 of Residential Site Agreement deals with insurance requirement which in the main relate to a Resident is required to insured their home and contents insurance is recommended. Insurance policy or certificate of currency needs to be provided to the Village Manager annually.	

9. Requirements on Residents regarding gardening maintenance

Are there any requirements upon the Residents regarding gardening maintenance? Clause 24 and the Village Rules of Residential Site Agreement in the main deal with garden maintenance which in essence requires the Resident to • maintain all areas of the Residential Site, to a neat and tidy state, regularly and adequately watered, and free from rubbish and weeds; • not to install a garden unless and in accordance with the Village Owner's prior written approval;	☑ Yes ☐ No

10. Park liaison committee

(1) Is there a Village liaison / Residents' committee? (2) If yes — The Village Rules, which are part of the Residential Site Agreement, address this area of Residents committee. Once more than 20 homes are occupied a Residents committee will be formed. Their main role is to represent the interests of the Residents and to work with Management in a spirit of proactive cooperation to resolve any challenges in the best interests of the Village as a community. Their procedures and protocols will be developed as the Village develops.	☐ Yes ☑ No

Resident's Check List

Before you sign this Agreement, you should have completed the following

- ☐ I have received a copy of, and read, this Agreement.
- ☐ I have received a copy of, and read, the Village Rules.
- ☐ I have received a copy of, and read, the Code of Conduct.
- ☐ I have received a copy of, and read, the Village Grievance and Breach Policy.
- ☐ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.
- ☐ I have sought, or decided not to seek, independent legal advice.
- ☐ I have signed 2 copies of this Agreement.

Note: Under section 17(1)(b) of the Act, the Village Owner is required to give you a fully executed copy of this Agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the Village Owner fails to comply with this requirement, the Village Owner is liable to a fine of $5,000.

If you need general information about renting in a Lifestyle Village -

- call the Consumer Protection Contact Centre: 1300 30 40 54 or
- visit the Department of Commerce's website: www.commerce.wa.gov.au

Signed by Resident / Buyer

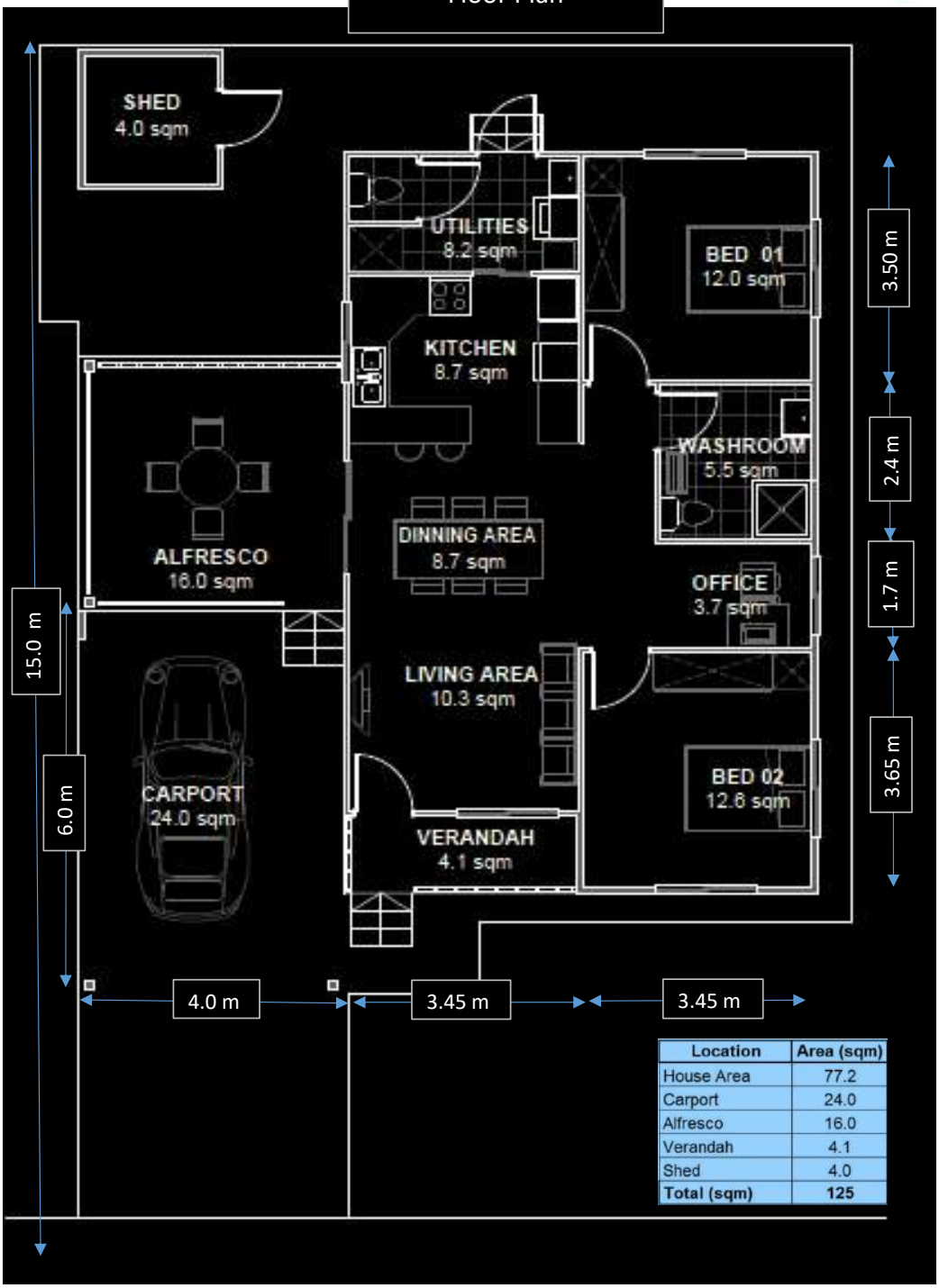
Name: _____ _____

Signature: _____ _____
Date: _____ _____

Witness Name: _____ _____

Signature: _____ _____
Date: _____ _____

The Brockman
Floor Plan



Location	Area (sqm)
House Area	77.2
Carport	24.0
Alfresco	16.0
Verandah	4.1
Shed	4.0
Total (sqm)	**125**

Private and Confidential Information - Not to be distributed without our permission


RANGE ROVER

ECO Lifestyle Villages
131 Pascoe Street,
Karrinyup WA 6018

Hello!

Thanks for your interest in our Gingin Eco Lifestyle Village which is part of our Eco Lifestyle Villages Group.

We seek to deliver affordable living and adopt sustainable practices to lower environmental impact in a beautiful country lifestyle setting.

At our villages, Residents over the age of 45 are offered an opportunity to buy a home and lease the land upon which the home resides for a period of 60 years.

The attached document refers to the various terms and conditions of your Residential Site Agreement, purchase and sale of your home, Village Rules, Code of Conduct, Village Grievance and Breach Policy and disclosure requirements under the Residential Parks (Long Stay Tenants) Act 2006 (WA) ("Act") and accompanying Regulations.

We encourage you to read through the attached documents and please do not hesitate to ask questions or seek clarifications.

So, welcome and we look forward to getting to know you.

Kind regards,

Chris

Chris Harrison

Director

May 2021

Residential Site Agreement

Gingin Eco Lifestyle Village

The Resident

_____ / _____

For

Residential Site _____ , Lot 11, 25 Old Mooliabeenee Road, Gingin WA 6503

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INTRODUCTION

(1) This Agreement is for the rental of the Residential Site stated in clause 4 and permits the Resident to position a Relocatable Home on the Residential Site.

(2) This Agreement is for a fixed term tenancy commencing on the Commencement Date and ending on the Termination Date specified in clause 5.

Clause 1 Terms Used in this Agreement

Definitions and Interpretation

(1) Definitions

In this Agreement unless the context otherwise requires:

"Act" means the *Residential Parks (Long Stay Tenants) Act 2006 (WA)* (including, where applicable, the Regulations and any other relevant subsidiary legislation).

"Agreement" means this agreement, which is a site-only agreement for the purposes of the Act.

"**Annual percentage change in CPI**" means the percentage change in the Current CPI as compared to the Previous CPI.

"Business Day" means a day which is not a Saturday, Sunday or Public Holiday in Perth, Western Australia.

"Code of Conduct" means the Code of Conduct promulgated by the Village Owner from time to time, which as at the date of this Agreement is as per Attachment 4 to this Agreement.

"Collateral" means:

(a) all the present and after-acquired property of the Resident in the Relocatable Home;

(b) all replacement parts, components, accessions and additions to the Relocatable Home;

(c) all manufacturer's warranties in relation to the Relocatable Home;

(d) all contracts in relation to the manufacture, sale, supply or maintenance of the Relocatable Home;

(e) all obligations owed to the Resident under or in respect of any of those warranties or contracts described in subparagraphs (c) and (d);

(f) any Guarantee or Security Interest that assures or secures payment or performance of any of those warranties, contracts or obligations described in subparagraphs (c) and (d);

(g) any document, agreement or writing that creates or evidences any of those warranties, contracts, obligations described in subparagraphs (c) and (d) or Guarantees or Security Interests;

(h) all rights and remedies arising under or in connection with any of those warranties, contracts, obligations described in subparagraphs (c) and (d) or Guarantees or Security Interests.

(i) to the extent permitted by law, all Authorisations and records related to the Relocatable Home or its use or operation;

(j) the Insurance and any other insurance policies in relation to the Relocatable Home;

(k) all rights and remedies arising under or in connection with any the Insurance or any of those other insurance policies described in subparagraph (j);

(l) each Deposit Account and each amount required to be paid into it;

(m) all proceeds in respect of any of the above; and

(n) all right, interest or power to grant a Security Interest of the Resident in respect of any of the above.

"CPI" means:

(a) the Consumer Price Index All Groups (Perth) published from time to time by the Australian Bureau of Statistics; and

(b) if the Consumer Price Index All Groups (Perth) is suspended or discontinued, an index which in the opinion of the Dean of the Faculty of Economics at the University of WA is most similar to the Consumer Price Index All Groups (Perth).

"Current CPI" means the last CPI published prior to the relevant Rent Review Date.

"Commencement Date" means the date described as such in clause 5 and being the date on which the Term starts.

"Land" has the meaning given in clause 4.

"Occupancy Fee" means the fee specified as such in Clause 14 in respect of an Occupant as increased from time to time in accordance with this Agreement.

"Occupant" means a person over the age of 45, who agrees to be bound by the terms of the Residential Site Agreement, Village Rules, Code of Conduct, Village Grievance and Breach Policy. The Occupant is not a Resident and in respect of whom the Village Owner has granted its prior written consent to that person occupying the Residential Site with the Resident. The Resident pays an Occupancy Fee for the Occupant.

"**PPSA Security Interest**" has the meaning given to the term 'security interest' in the PPSA.

"**PPS Register**" means the register established under section 147 of the PPSA.

"**PPSA**" means the Personal Property Securities Act 2009 (Cth).

"**Previous CPI**" means the CPI last published before the date which is 12 months before the relevant Rent Review Date.

"Public Holiday" means a day that is a bank or public holiday under the *Public and Bank Holidays Act 1972*.

"Regulations" means *the Residential Parks (Long Stay Tenants) Regulations 2007 (WA) as amended*.

"Rent" means the Rent as stated the clause 6 and as increased from time to time in accordance with this Agreement.

"Rent Review Date" means by 31 May each year and the new reviewed Rent is applicable 1 July each year.

"**Relocatable Home**" means a building and any other structures owned by the Resident that are designed and fitted for use as a residence, and which the Village Owner has permitted to be assembled, placed or erected on the Residential Site.

"Resident" means the person or persons described as such in clause 3 being persons who are over 45 years of age and who comprise not more than two persons. Where two persons are named as the Resident then the obligations of the Resident under this Agreement bind those persons jointly and severally, and they enter into this Agreement as joint tenants and not as tenants in common. In this Agreement the "Resident" is a "tenant" or "long-stay tenant" for the purposes of the Act.

"Residential Premises" means the Relocatable Home and the Residential Site.

"Residential Site" means the site described as such in Clause 4, being the "Site" for the purposes of the Act, upon which a Relocatable Home and other structures, as permitted by the Village Owner, can be assembled, placed or erected and for the purposes of the Act. In this Agreement "Residential Site" also means the "agreed premises" for the purposes of the Act.

"Right of First Refusal" has the meaning given to that term in clause 31(5).

"Security Interest" means:

(a) a PPSA Security Interest;

(b) any interest held as security for the payment of a monetary obligation or the performance of any other obligation, including:

(i) a mortgage, charge, encumbrance, lien, pledge or hypothecation; and

(ii) a bill of sale, assignment, title retention arrangement, trust or power held as security; and

(iii) any right, interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or gives a person priority over creditors in relation to any property.

"Statutory Charges" means all:

(a) local government rates and charges with respect to the Village;

(b) power, water and sewerage rates and charges with respect to the Village, excluding consumption charges for each Resident at the Village for which the respective Resident will be liable;

(c) land tax with respect to the Land; and

(d) other rates, taxes, charges, duties, burdens, levies, assessments, impositions which are charged, rated, levied, taxed, assessed or otherwise payable and of whatsoever nature or kind and whether on a capital or revenue value or any other basis (whether parliamentary Federal or State municipal or otherwise) which may at any time after the Commencement Date be payable in respect of the Village or any part of it, excluding income tax payable by the Village Owner upon its income and any tax imposed upon the Village Owner by reason of a capital gain.

A certificate signed by or on behalf of the Village Owner will be prima facie evidence of Statutory Charges and any increase in Statutory Charges.

"Term" means the period starting on the Commencement Date and, subject to the following, ending on the Termination Date, being the "tenancy period" for the purposes of the Act. The Term will immediately end upon the earlier to occur of:

(i) the death of the last surviving person named in this Agreement as the Resident (and for clarity, this does not include the Resident's heirs, executors and administrators);

(ii) the expiry of 60 days after receipt by the Village Owner of notice in writing of the Resident's intention to terminate this Agreement;

(iii) the expiry of 4 weeks, or any longer period required pursuant to the Act, after the receipt by the Resident of the Village Owner's intention to terminate this Agreement;

(iv) the expiry of 60 days after the date on which the Resident removes the Relocatable Home from the Residential Site; and

(v) where the Resident sells or transfers the Relocatable Home to another person and the Village Owner grants a lease of the Residential Site to that new person, the commencement date of that lease (Residential Site Agreement).

"Termination Date" means the date specified as such in clause 5 and being the date on which the Term ends (if not terminated beforehand).

"Village" means the Gingin Eco Lifestyle Village described in clause 4. In this Agreement the "Village" is a "lifestyle village" for the purposes of the Act.

"Village Facilities" means

(a) the common areas, structures and amenities in the Village that the Village Owner provides for the use of all Residents or makes accessible to all Residents; and

(b) any fixtures, fittings or chattels in or on the common areas or structures; and

(c) for the purposes of the Act, in this Agreement "Village Facilities" also means the "Shared Premises".

"Village Grievance and Breach Policy" means the Village Grievance and Breach Policy promulgated by the Village Owner from time to time, which as at the date of this Agreement is as per Attachment 5 to this Agreement.

"**Village Manager"** means the village manager appointed by the Village Owner from time to time, and which is currently the described as such in clause 2.

"Village Owner" means the person described as such in clause 2 and includes the successors, transferees and assignors of the Village Owner. In this Agreement the "Village Owner" is a "park operator" for the purposes of the Act.

"Village Relocatable Home Sale Contract" means the Village Owner's standard form contract for the sale of a Relocatable Home by a Resident, as amended by the Village Owner from time to time and is considered part of this Agreement.

"Village Rules" means the Village Rules promulgated by the Village Owners from time to time, which as at the date of this Agreement are as per Attachment 3 to this Agreement. In this Agreement the "Village Rules" are the "park rules" for the purposes of the Act.

"Visitor" means a person who is not a Resident or Occupant and who stays with the Resident while they are there for no longer than the 2 consecutive weeks and no more than 6 weeks in a calendar year.

(2) Interpretation

In this Agreement, unless the context indicates a contrary intention:

(a) words suggesting the singular include the plural and vice versa;

(b) words suggesting any gender include any other gender;

(c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;

(d) reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;

(e) references to clauses, paragraphs, subparagraphs and schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement;

(f) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement;

(g) references to any agreement or instrument are to that agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;

(h) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;

(i) use of the words “includes” or “including” means includes or including without limitation, unless the contrary intention appears;

(j) a reference to any body is:

  (i) if that body is replaced by another organisation, deemed to refer to that organisation; and

  (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body;

(k) all dollar amounts specified in this Agreement are in Australian dollars; and

(l) the words “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

(3) Application of the Act

The Village Owner and the Resident both acknowledge and agree that:

(a) To the extent that there is any inconsistency between the Act and this Agreement, then this Agreement prevails to the extent of any such inconsistency, and section 9 of the Act does not apply. Without limitation, the parties agree that paragraph 33(3)(c) of the Act will not apply to this Agreement. Accordingly, to the fullest extent permitted by law:

  (i) if a mortgagee of the Residential Site takes possession of the Residential Site under the mortgage, and the mortgagee has previously consented to this Agreement, then the mortgagee must take possession subject to this Agreement.

  (ii) If such mortgagee wishes to terminate the Agreement, then the mortgagee’s rights to terminate the Agreement are the same as the rights which the Village Owner had to terminate the Agreement.

(iii) So, for example, if the mortgagee terminates this Agreement under sections 41, 42, 45 or 73 of the Act, then the mortgagee will have the same obligation to pay compensation to the Resident as if the Village Owner had terminated the Agreement.

(b) The relevant government departments and/or the State Administrative Tribunal may however not accept jurisdiction, given that the Village is not technically subject to the Act, and so they may consider that they do not have the authority to exercise powers conferred on them under the Act with respect to this Agreement and the Village. If the State Administrative Tribunal does not accept jurisdiction, then the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Commonwealth of Australia and agree that such Courts will, to the extent possible, enforce the provisions of the Act (subject to paragraph (d) above) as a matter of contractual agreement between the parties. In that case, the parties agree that, to the extent possible, references to the State Administrative Tribunal in the Act will be taken to refer to the relevant Court hearing the matter, and that the relevant Court will.

Clause 2 Village Owner and Village Manager

Sanvidel Pty Ltd (ACN 620 544 685) (**Village Owner**)
131 Pascoe Street Karrinyup WA 6018
Phone 0413 120 631 Email chrish@hhde.com.au

The Village Owner may delegate its management and administration of the Village and the conditions of this Agreement to any responsible manager appointed by the Village Owner for any time or times as the Village Owner thinks fit.

Management of the Village is currently delegated to
H & H Development Enterprises Pty Ltd (**Village Manager**)
131 Pascoe Street Karrinyup WA 6018
Phone 0413 120 631 Email chrish@hhde.com.au

Clause 3 Resident/s Details

Resident/s name/s
_____ & _____

Current address _____

Phone _____ Email _____.

Clause 4 Village and Residential Site Details

Gingin Eco Lifestyle Village located at Lot 11, 25 Old Mooliabeenee Road, Gingin WA 6503 being part of Lot 11 on diagram 49921 volume 1445 folio 330 ("Land")

Site No. _____ (as per Attachment 7 Village Site Plan)

Site Area _____ approximate.

Clause 4A Number of Residents Allowed

(1) The maximum number of persons who may permanently reside on the Residential Site is **two.**

(2) If there is only one Resident, the only other person who may permanently reside on the Residential Site with the Resident is an Occupant.

(3) The Resident and Occupant may have people reside with them temporarily. They are classed as Visitors.

(4) Visitors cannot stay in the Relocatable Home for longer than 2 consecutive weeks, or for a total of more than 6 weeks in any 12 month period, without the prior written approval of the Village Owner. For example, if during a 12 month period a Resident has 6 different people to stay who each stay one week at different times, then that will comprise 6 weeks during which Visitors have stayed with the Resident, and so the Resident must obtain the prior written approval of the Village Owner before having any additional Visitors stay in the Relocatable Home during the remainder of that 12 month period.

(5) At least two weeks prior to having any Visitor to stay in the Relocatable Home for more than 7 days, the Resident must give to the Village Owner notice in writing of the Visitor's name and the period of their intended stay.

(6) Promptly following the completion of a Visitor's stay with the Resident, the Resident must give to the Village Owner notice in writing of that fact.

(7) In order to comply with safety and evacuation procedures, where the Resident has any Visitor stay in the Relocatable Home, the Resident must complete the relevant details in the Visitor book kept at the office of the Village Owner.

Clause 5 Fixed Term of Agreement

Commencement Date: _____.

Termination Date: 31 December 2082 (60 years)

Clause 6 Rent

Dependent upon the configuration of the residency one of the following weekly Rents will apply:-.

Configuration		**Weekly Rent (Incl. GST)**	**Please Initial**
Single Rent	Or	165.00	_____
Double Rent	Or	185.00	_____
Single Rent and Occupant Fee (clause 14)		_____	_____

An additional charge will apply if an Occupant is residing with a Resident – see clause 14.

The table in Attachment 1 specifies which fees or charges for services and utilities are included in the Rent.

The Rent will be reviewed annually before 31 May, being the Rent Review Date, and the reviewed Rent will be payable from 1 July after the Rent Review Date.

Clause 7 Rent Payment Day

Rent (and Fees if applicable) as chosen by the Resident are paid **fortnightly** on a Thursday in the manner specified in clause 8.

Clause 8 Method of Rent Payment

During the Term of this Agreement the Resident must pay the weekly Rent chosen and any applicable weekly Fees to the Village Owner by direct debit to the Village Owner's nominated bank account, with each payment to be made **two weeks in advance**.

To facilitate this, the Resident must, prior to the Commencement Date, and, if requested by the Village Owner at any time throughout the Term:

(a) complete, sign and return to the Village Owner all direct debit applications and forms provided by the Village Owner;

(b) do all other things required by the Village Owner to ensure that the Rent is paid by direct debit as required; and

(c) not take any action to prevent any payment of Rent or any applicable Fees being made to the Village Owner by direct debit.

Clause 9 Location of Rent Payment

Direct debit to the Village Owner's nominated bank account.

Clause 10 Rent in Advance

Rent (and Fees if applicable) as chosen by the Resident are paid **fortnightly in advance.**

Clause 11 Rent Variation

(1) Rent increases allowed: Yes

(2) How the Rent may be varied:

The Rent will vary each year in line with the annual percentage change in the CPI, plus (at the discretion of the Village Owner) any increase in Statutory Charges in excess of the annual percentage change in the CPI.

For example if the Rent was $200 per week before Rent Review Date, CPI had increased by 2% since the previous Rent Review Date and Statutory Charges had not increased greater than the annual percentage change in the CPI, then the new weekly rent would be $204.00 ($200+($200*2%).

Note: Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.

(3) When the rent may be varied:

The Rent will be reviewed annually before 31 May, being the Rent Review Date, and the reviewed Rent will be payable from 1 July after the Rent Reviewed Date.

Clause 12 No Accelerated Rent and Liquidated Damages

(1) The Resident is not required to pay —

(a) any Rent remaining payable under this Agreement; or

(b) Rent of an increased amount; or

(c) an amount by way of penalty; or

(d) an amount by way of liquidated damages,

for any breach of this Agreement, the Act or any other written law.

(2) The Resident is not entitled to any reduction in Rent, or any rebate, refund or other benefit, because the Resident has not breached this Agreement, the Act or another written law.

Clause 13 Security Bonds

An amount equal to 4 weeks' Rent	$ 660.00 or $ 740.00
Security devices (not more than $100 per device)	$ 100.00 or $ 200.00
Fumigation (cats or dogs) (not more than $100)	$ _____ or $ _____
Total	$ _____ or $ _____

Clause 14 Charges for Additional Occupant

As specified in clause 4A(1) the maximum number of Residents who can permanently reside in a Residential Site is 2, however there could be circumstances where a sole Resident has an Occupant permanently residing with them. In that case the Resident needs to pay the weekly Occupancy Fee in the same manner as the weekly Rent is paid.

The Occupancy Fee is increased annually in the same manner as the Rent.

The current weekly Occupancy Fee is $ 35.00.

Clause 15 Fees and Charges for Services and Utilities

(1) The fees and charges set out in Attachment 1 are payable by the Resident during the term of this Agreement for services and utilities provided in relation to the Residential Premises.

(2) If a fee or charge under subclause (1) —

(a) is not included in the Rent; and

(b) is imposed by a State agency or instrumentality for services or utilities provided by it; and

(c) is varied by that State agency or instrumentality,

then the amount payable by the Resident for that fee or charge under this Agreement will vary accordingly.

Clause 16 Rates, Taxes and Charges Payable by Village Owner

The Village Owner must bear the cost of all Statutory Charges, including rates, taxes or charges imposed in respect of the Residential Site and the common areas under any of the following written laws —

(a) the *Land Tax Act 2002*;

(b) the *Local Government Act 1995*;

(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the *Water Services Act 2012*, except a charge for water consumed.

However, if the percentage cost increase in Statutory Charge(s) over a 12 month period is greater than the most recently determined annual percentage change in CPI for Rent Review purposes, then the Village Owner reserves the right to charge the differential increase to the Resident in addition to the payment of Rent under clause 11.

Clause 17 Children

Children are only allowed as Visitors on the Residential Premises.

Clause 18 Keeping of Pets

With prior written approval by the Village Owner, pet/s may be kept by Residents, but must be kept in accordance with the Village Rules and any local government laws for the relevant district.

Failure to comply with the terms of this clause will mean approval is revoked and the pet/s need to be removed from the Village.

Clause 19 Village Facilities

(1) Village Facilities incorporating the common areas, structures, amenities, fixtures, fittings, chattels and club house are being developed by the Village Owner in accordance with the overall development plans as approved by the Shire of Gingin.

Some of the proposed Village Facilities are:-

- Club House incorporating
  - lounge; meeting room/s; games rooms; domestic kitchen; coffee and servery area; admin office; sales office; central letter box area;
  - Gym area;
  - Pool;
- Activities shed;
- Recycling area;
- Roads and servicing infrastructures;
- Pathways, general landscaped areas, shade structures and BBQ area;
- Common productive landscape areas (additional fee may apply);
- Caravan and boat parking area (additional fee of $10 per bay per week (to be increased annually in line with any increased annual percentage change in the CPI) will apply;
- General storage area (additional fee dependent upon storage area (to be increased annually in line with any increased annual percentage change in the CPI) will apply;

(2) Use of Village Facilities

The use of and restrictions on the access to the Village Facilities are as set out in the Village Rules.

(3) Alter, Change or Remove Village Facilities

The Village Owner reserves the right, within its absolute discretion, and to the extent permitted by law, to alter, change or remove the facilities over time if:-

(a) required to do so by law;

(b) the change has been put to Residents and at least 75% of the Residents support the change, and the Village Owner give notice of its intention to proceed with the proposal; or

(c) the Village Owner otherwise believes that converting, modifying or changing any existing facility will be in the best interests of the Village.

(4) Payment of Additional Village Facilities

If the Village Owner proposes to provide additional Village Facilities then the Village Owner may give to all Residents a proposal in writing:

(a) giving details of the proposed additional facilities; and

(b) specifying the increase in weekly Rent, which the Village Owner proposes will be payable by all Residents to meet the cost of providing the additional facilities.

If:

(c) the Residents leasing not less than 75% of the Residential Sites being leased in the Village agree by secret ballot to the proposal referred to in subclause (a) and (b) above on the basis of one vote per Residential Site. Where a Residential Site is leased by more than one Resident only one of them may cast a vote and they will need to decide among themselves how they wish to vote; and

(d) the Village Owner gives to all Residents notice in writing of the Village Owner's intention to proceed with the proposal,

then the Rent will be increased in accordance with the proposal from the next Rent Review Date in place of the rent review mechanism otherwise prescribed for the next Rent Review Date.

(5) Use of Village Facilities by People and Organisations who are not Residents

The Village Owner may organise and / or participate in functions and events from time to time that allow people and organisations that are not Residents to use the Village Facilities, which potentially may mean certain facilities may not be used by Residents for periods of time.

Clause 20 Vacant Possession

Notwithstanding any other provision of this Agreement, the Resident will not be entitled to occupy, and must not commence occupation of, the Residential Premises until the Resident has delivered to the Village Owner 2 copies of this Agreement duly signed by the Resident and have paid the Rent as per this Agreement. Subject to this, vacant possession of the Residential Premises will be given to the Resident on the day on which the Resident is entitled under this Agreement to take up occupation of the Residential Premises.

Clause 21 No Legal Impediment to Occupation of Residential Premises

(1) On the part of the Village Owner, there is no legal impediment to the Resident's occupation, or to the Resident's use of the Residential Premises, for the period of this Agreement.

(2) In this clause -

"impediment" means only an impediment of which, at the time of entering into this Agreement, the Village Owner had knowledge or ought reasonably to have had knowledge.

Clause 22 Responsibility for Cleanliness

The Resident must keep the Residential Site and the exterior of the Relocatable Home on the Residential Site in a reasonable state of cleanliness.

Clause 23 Responsibility for Damage

(1) The Resident must not intentionally or negligently cause or permit damage to the Residential Site or the Village Facilities.

(2) The Resident must notify the Village Owner, as soon as practicable, but in any case within 3 days, of any damage -

(a) to the Residential Site or to any fittings, fixtures or services on the Residential Site; or

(b) to the exterior of the Relocatable Home on the Residential Site.

Clause 24 Responsibility for Cleanliness and Repairs

(1) The Village Owner must —

(a) provide and maintain the Village Facilities in a reasonable state of cleanliness;

(b) provide and maintain the Village Facilities in a reasonable state of repair having regard to their age, character and prospective life; and

(c) comply with any other laws that apply in relation to the

(i) Village Facilities,

(ii) health and safety of Residents, and

(iii) living in a bush fire prone area.

(2) The Resident is:

(a) the owner of the Relocatable Home and as such is responsible for any repairs and maintenance to the Relocatable Home;

(b) leasing the Residential Site and is required to keep the Residential Site in a reasonable state of cleanliness and repair having regard to the age, character and in keeping with the general aesthetics of the Village as determined by the Village Owner;

(c) required to maintain all areas of the Residential Site in a neat and tidy state, regularly and adequately watered, and free from rubbish and weeds;

(d) not to install a garden unless and in accordance with the Village Owner's prior written approval;

(e) not to store on the Residential Site any materials not used by the Resident for domestic purposes, and must store any tools of trade or domestic goods without being visible from any part of the Village other than the Residential Site, including from any other Residential Site;

(f) required to ensure all domestic goods stored on the Residential Site or in the Relocatable Home do not constitute a health or fire risk;

(g) not to remove or cause to be removed any tree in the village without the Village Owner's prior written approval; and

(h) required to comply with any other laws that apply in relation to the

(i) Village Facilities,

(ii) health and safety of Residents, and

(iii) living in a bush fire prone area.

(i) not to install lawn or grass on any portion of the residential site.

(3) If the Resident fails to maintain any areas as stated in clause 2(c) above, then the Village Owner may take such action as the Village Owner considers necessary to remedy the failure, and the Resident must pay to the Village Owner the Village Owner's reasonable costs of taking that action.

Clause 25 Compensation Where Resident Sees to Repairs

No compensation is payable to the Resident as the Resident owns the Relocatable Home.

Clause 26 Resident's Conduct on Premises

The Resident must (and must ensure that any Occupant or Visitor must) –

(1) not cause or permit a nuisance anywhere in the Village;

(2) not use the Residential Premises or the Village Facilities, or cause or permit them to be used, for an illegal purpose;

(3) not carry on any business from the Residential Site without the prior written approval of the Village Owner;

(4) use the Residential Site for the purpose of occupying the Relocatable Home as a private dwelling; and

(5) abide by the Village Rules, Code of Conduct, Village Grievance and Breach Policy.

Clause 27 Quiet Enjoyment

(1) The Resident has a right to quiet enjoyment of the Residential Premises without interruption by the Village Owner or any person.

(2) The Village Owner must not cause or permit any interference with the reasonable peace, comfort or privacy of the Resident in the use by the Resident of the Residential Premises or the reasonable use by the Resident of the Village Facilities.

(3) The Village Owner must take all reasonable steps to enforce the obligation of any other Resident of the Village not to cause or permit any interference with the reasonable peace, comfort or privacy of the Resident in the use by the Resident of the Residential Premises or the Village Facilities.

Clause 28 Locks

(1) The Resident as the home owner is responsible for the locks of their Relocatable Home.

(2) The Village Owner will not alter, remove or add any lock or similar device to the Village Facilities without first notifying the Resident and providing the Resident with a means of access to the Village Facilities.

Clause 29 Village Owner's Right of Entry

The Village Owner may enter the Residential Premises and any other premises occupied by the Resident under this Agreement, including any Relocatable Home or other structure provided by the Resident -

(a) with the consent of the Resident given at, or immediately before, the time of entry; or

(b) at any time in an emergency.

The Village Owner or its authorised representative may also enter the Residential Premises at any time without notice for the purposes of reading meters.

Clause 30 Resident's Right to Remove Fixtures or Alter Premises

(1) The Resident may affix a fixture or make a renovation or alteration or addition to the exterior of the Relocatable Home or Residential Site or to the exterior of any other structure provided by the Resident on the Residential Site, but only with the Village Owner's prior written consent. Without limitation, the Resident must obtain the Village Owner's prior written consent before:

(a) erecting, altering, painting, extending, attaching, or adding any carport, deck, verandah, screen, balustrade, handrail, outdoor blinds or screens, pergola, clothes line, shed, ramp, steps, lattice, driveway, fence or paving;

(b) bringing or building any structure or shed onto the Residential Site;

(c) altering or adding to any gas, water or electricity installations or any service connections to the Residential Site or to the Relocatable Home of the Residential Site;

(d) planting new plants, shrubs or trees, removing or pruning any existing plants, shrubs or trees

The Village Owner must not withhold consent unreasonably.

(2) The Resident may, with the Village Owner's written consent, remove any fixture that has with the Village Owner's consent been affixed to the Residential Premises, unless the removal of the fixture would cause irreparable damage to the Residential Premises.

Clause 31 Selling Relocatable Home

(1) Sales / Selling Agent

The Resident is permitted to sell their Relocatable Home themselves or appoint any other suitably qualified agent.

The Resident is not required to nominate the Village Owner as their selling agent.

(2) Sale of Relocatable Home

If the Resident wishes to sell the Relocatable Home, the Resident must:

(a) promptly notify the Village Owner;

(b) notify the Village Owner in writing of any interest that any person has in, over or in respect of the Relocatable Home, and the nature and extent of any such interest;

(c) not display "For Sale" signs within the Village or the Residential Site including on the Relocatable Home, other than one sign in a form and of a size reasonably acceptable to the Village Owner in the window of the Relocatable Home or such other area of the Village as the Village Owner designates from time to time as the place in the Village where “For Sale” signs may be located;

(d) ensure that:

(i) the prospective purchaser is made aware that the Resident cannot assign the current Residential Site Agreement to the prospective purchaser, or grant a lease or licence of the Residential Site to the prospective purchaser;

(ii) any contract of sale of the Relocatable Home is in the form of the Village Relocatable Home Sale Contract; and

(iii) the prospective purchaser is made aware that the Village Owner has the Right of First Refusal to purchase the Relocatable Home.

(3) New Residential Site Agreement for the Resale of a Relocatable Home

The Village Owner may offer the prospective purchaser a new Residential Site Agreement

(a) for the balance of the period until the Termination Date or for a new tenancy period of up to 60 years to the prospective purchaser; and

(b) on the then current standard terms and conditions, consistent with the context of operating the Village as a going concern under the then current market conditions; and government regulatory conditions and any applicable law

(4) Prospective Residents Suitability to Reside in the Village

The Village Owner will assess the prospective purchaser’s suitability to reside in the Village, which

(a) may include an independent assessment of their health and wellbeing;

(b) will include that they are aware of and capable of meeting those terms and conditions of the Agreement and the provisions of the Village Rules, Code of Conduct and Village Grievance and Breach Policy;

(5) Village Owner’s Right of First Refusal to Purchase Relocatable Home

The Resident may not enter into a contract to sell the Relocatable Home unless:

(a) the Resident provides a copy of the proposed contract to the Village Owner and offers to sell the Relocatable Home to the Village Owner for the amount set out in the proposed contract, and on the terms of the Village Relocatable Home Sale Contract ("**Right of First Refusal**"); and

(b) the Village Owner does not, within 5 Business Days from the date of delivery of the proposed contract from the Resident, provide written notice to the Resident that it is exercising the Right of First Refusal.

(6) Village Owner Exercises Right of First Refusal

If the Village Owner, within 5 Business Days from the date of delivery of the proposed contract from the Resident under sub-clause 5, provides written notice to the Resident that it is exercising the Right of First Refusal, then:

(a) there will be a legally binding agreement between the Resident and the Village Owner for the Resident to sell the Relocatable Home to the Village Owner on the terms of the Right of First Refusal; and

(b) the sale will be a Sale for the purposes of this Agreement;

(7) Removal of Relocatable Home

Where the Resident does not wish to sell the Relocatable Home, but rather to remove the Relocatable Home from the Village, the Resident must:

(a) seek the Village Owner's approval at least 30 days prior to remove the Relocatable Home;

(b) restore the Residential Site to its original vacant condition;

(c) not cause any damage to any other part of the Village including Residential Sites and Village Facilities; and

(d) pay a bond to the Village Owner 10 working days before the intended removal date for the purposes of ensuring points (b) and (c) above as follows.

(i) the bond amount will be determined by Village Owner based on Residential Site assessment;

(ii) the Village Owner will refund any unused bond monies within 30 days of the home being removed.

Clause 32 Provision for Assigning or Sub-letting the Premises

The Resident may not assign his or her interest under this Agreement or sub-let the Residential Premises, without the prior approval of the Village Manager.

The Village Owner may assign / rent a home that it owns.

Clause 33 Resident's Vicarious Responsibility for Breach of Agreement

(1) The Resident is vicariously responsible for any act or omission of another person who is lawfully on the Residential Premises or the Village Facilities, if the act or omission would have constituted a breach of this Agreement if done or omitted to be done by the Resident.

(2) Subclause (1) does not extend to a person who is unlawfully on the Residential Premises or the Village Facilities without the Resident's consent.

Clause 34 Repositioning of Relocatable Home

The Village Owner does not have the right to reposition the Resident's Relocatable Home.

Clause 35 Notice of Termination

The period of notice for the termination of this Agreement is 4 weeks or any longer period required pursuant to the Act.

Note 1: If notice of termination is given —

(a) by the Village Owner under Part 3 Division 2 of the Act (s39 non-payment of rent; s40 breaches of this Agreement; s41 vacant possession required on sale of Village; s42 termination by Village Owner without grounds) – under s41 and s42 the Resident is entitled to compensation under s46; or

(b) by the Resident under Part 3 Division 3 of the Act (s44 the Resident can terminate without grounds, but not before the end of the fixed term),

section 33(1) of the Act provides that this Agreement terminates when the above period of notice has expired and the Resident has given vacant possession of the Residential Site to the Village Owner.

Note 2: Under section 33(2) of the Act, this Agreement is terminated when both of the following events have occurred —

(a) the fixed term has ended;

(b) the Resident has given vacant possession of the Residential Site to the Village Owner.

Note 3: Section 33(3) of the Act provides that in any other case, this Agreement ends when —

(a) the State Administrative Tribunal terminates this Agreement under Part 5; or

(b) a person whose title is superior to the title of the Village Owner becomes entitled to possession of the Residential Site; or

(c) a mortgagee of the Residential Site takes possession of the premises under the mortgage; or

(d) the Resident abandons the Residential Site; or

(e) the Resident gives vacant possession of the premises under a written agreement with the Village Owner to end this Agreement; or

(f) the rights under this Agreement of the Village Owner or the Resident are ended by merger.

Please note however that the parties have agreed that paragraph (c) above will not apply.

Accordingly, to the fullest extent permitted by law:

(i) if a mortgagee of the Residential Site takes possession of the Residential Site under the mortgage, and the mortgagee has previously consented to this Agreement, then the mortgagee must take possession subject to this Agreement.

(ii) If such mortgagee wishes to terminate the Agreement, then the mortgagee's rights to terminate the Agreement are the same as the rights which the Village Owner had to terminate the Agreement.

(iii) So, for example, if the mortgagee terminates this Agreement under sections 41, 42, 45 or 73 of the Act, then the mortgagee will have the same obligation to pay compensation to the Resident as if the Village Owner had terminated the Agreement.

Further, if the State Administrative Tribunal does not accept jurisdiction, then the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Commonwealth of Australia and agree that such Courts will, to the extent possible, enforce the provisions of the Act.

Note 4: Sections 41 and 42 state that, if the Village Owner gives notice of termination, the notice must specify that the Resident is to give vacant possession of the Residential Site to the Village Owner at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed Term.

Note 5: Section 44 states that, if the Resident gives notice of termination, the notice must specify that the Resident intends to give vacant possession of the Residential Site to the Village Owner at least 21 days after the day on which the notice is given and not before the end of the fixed Term.

Clause 36 No Unilateral Variation of Agreement

Neither the Village Owner nor the Resident can vary this Agreement unilaterally. Both the Village Owner and the Resident need to agree to any amendments, which must be in writing.

This Agreement comprises the whole agreement between the Village Owner and the Resident.

Clause 37 Village Rules

The Resident agrees to comply with the Village Rules set out in Attachment 3 as amended by the Village Owner from time to time in accordance with Regulation 21 of the Regulations.

Under Regulation 21 of the Regulations, the Village Owner can amend the Village Rules from time to time by giving written notice to each Resident of the Village, including the Resident, at least 30 days before the day in which the amendment is to have effect. If the proposed amendment relates to the Village Facilities, then notice must be given at least 7 days before the day on which the amendment is to have effect.

The Resident acknowledges and agrees that a breach of the Village Rules will constitute a breach of this Agreement.

Clause 38 Vehicles

The Resident must:

(1) not use any vehicle in a way that is dangerous to the other Residents at the Village or their property;

(2) not allow any vehicle owned by or in the custody or control of the Resident or visitors of the Resident to be:

(a) driven at a speed in excess of 10 kph on the Village;

(b) used by an unlicensed driver on the Village;

(c) used to give driving lessons on the Village;

(d) used for joy riding on the Village; or

(e) repaired or maintained on the Village except in an area specified by the Village Owner;

(3) keep or use only registered and roadworthy vehicles on the Residential Site and the Village, unless the Village Owner agrees otherwise in writing;

(4) remove any vehicle or motorcycle which makes excessive noise from the Village, or modify it so that it ceases to make excessive noise, within 7 days after receipt of a notice to do so from the Village Owner; and

(5) remove from the Village any vehicle which is, in the opinion of the Village Owner, damaged or otherwise unsightly in appearance within 30 days after receipt of a notice to do so from the Village Owner.

Clause 39 Indemnity and Insurance

(1) Indemnity

(a) The Resident indemnifies and keeps indemnified the Village Owner against each claim, demand, loss, damage or legal fees arising from or incurred in connection with any damage to the Residential Premises or the Village Facilities or any loss of or damage in it or near it, and any injury to any person in or near the Residential Premises or the Village Facilities, caused or contributed to by the act, negligence or default of the Resident, any Occupant, any Visitor and any invitee of the Resident, or any damage created by the Resident, any Occupant, any Visitor and any invitee of the Resident, whether or not the existence of that damage was or ought to have been known to the Resident.

(b) The Village Owner is not liable in respect of liability or loss resulting from:

(i) any act or omission of any other person in the Residential Premises, the Village Facilities or the Village;

(ii) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Residential Premises, the Village Facilities or the Village;

(iii) any other accidence, damage or malfunction affecting the Residential Premises, the Village Facilities or the Village, including but not limited to, any blocked drains, pipes or conduits, any over flow of water or any breaking wires or cables except to the extent that the accident, damage or malfunction was caused by or contributed to by the negligence or wilful default of the Village Owner; and

(iv) damage to or loss of anything or injury to any person in or near the Residential Premises, the Village Facilities or the Village due to any cause other than the negligence or wilful default of the Village Owner.

(c) The Resident's obligation to indemnity the Village Owner under this Agreement or by law is unaffected by the obligation of the Resident to effect insurance save that the Resident's obligation to indemnify is relieved to the extent that payment of insurance money under the Resident's or the Village Owner's insurance policy in respect of that obligation is received by the Village Owner.

(d) The Resident indemnifies and keeps indemnified the Village Owner against all claims, demands, loss, damage or legal fees for which the Village Owner becomes liable in respect of any overflow or leakage of water or any other fluids in or from the Residential Premises or the Village Facilities, except where this is not caused by or due to any act or omission of the Resident.

(2) Insurance

The Resident must:

(a) maintain with a public insurance company carrying on business in Australia and authorised to operate as an insurance company in Australia and approved by the Village Owner:

(i) insurance against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, Act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions on a full replacement or reinstatement basis in respect of the Relocatable Home, its contents and all other fixtures and chattels located on the Residential Site; and

(ii) public risk insurance to a sum insured of at least $20,000,000 in respect of any one claim or any higher amount as required by the Village Owner from time to time;

(b) in respect of the insurance referred to in paragraph (a) above, provide a policy or certificate of insurance to the Village Owner annually;

(c) not do or omit to do any act which might render the insurance void or voidable, or which might cause the rate of the premium to be increased; and

(d) immediately rectify anything which may prejudice any insurance and reinstate the insurance if it lapses.

Clause 40 Pests

(1) The Resident is responsible for keeping the Relocatable Home and the Residential Site free of pests and vermin including mice, rats, ants, borers and white ants.

(2) Whenever requested to do so by the Village Owner, but not more frequently than once each calendar year, the Resident must give to the Village Owner a current certificate from a reputable pest control company that the Relocatable Home and the Residential Site are free of white ants.

Clause 41 No Contamination

(1) The Resident must not install in or bring on the Residential Premises or the Village any asbestos or other material having the potential to harm the health or safety of persons in the Village, and the Resident must at its cost remove from the Residential Premises or the Village and make good any damage caused by the removal of such asbestos or any other material having the potential to harm the health and safety of persons in the Village.

(2) The Resident convents during the Term of this Agreement, the Resident will:

(a) Not use or permit to be used or stored at the Residential Premises any radioactive, toxic or hazardous chemicals, wastes or substances;

(b) Not permit any petroleum product, oil, grease or other noxious, dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage service at the Residential Premises, or into any nearby stream or river or into or under the soil;

(c) Control and restrict the emission of smoke or odours at and from the Residential Site in accordance with the application legislation, regulations and the requirements of statutory authorities;

(d) Not use the Residential Premises in an excessively noisy or noxious or offensive manner; and

(e) Notify the Village Owner within 14 days after receiving any demand or notice from a regulatory authority in respect of contamination of the Residential Premises.

The Resident agrees to indemnify the Village Owner against any liability, loss, damage, expense or claim under which the Village Owner may incur as a consequence of the breach by the Resident of any obligation under this clause, including fines, legal costs, consultants' fees and remediation costs.

Clause 42 Tenancy After the End of the Term

(1) After the expiration or sooner determination of the Term, if the Resident continues to occupy the Residential Site with the agreement of the Village Owner, then the Resident will be a periodic Resident from month to month on the same terms and conditions (except as to the Term, and with such changes as are required so that the terms and conditions apply to a periodic tenancy) as are contained or implied in this Agreement.

(2) The Resident enters into this Agreement with the intent to bind the heirs, successors and administrators of the last-surviving Resident so that if the last-surviving Resident dies (causing the determination of the Term) and with the agreement of the Village Owner the heirs, successors and administrators of the last-surviving Resident do not immediately remove the Relocatable Home from the Residential Site, then the heirs, successors and administrators of the last-surviving Resident will be a periodic Resident of the Residential Site from month to month on the same terms and conditions (except as to the Term, and with such changes as are required so that the terms and conditions apply to a periodic tenancy) as are contained or implied in this Agreement until the earlier to occur of:

(a) the date on which the last-surviving Resident's executor or personal representative removes the Relocatable Home from the Village Site; and

(b) where the last-surviving Resident's executor or personal representative sells or transfers the Relocatable Home to another person and the Village Owner enters into a new Agreement with that person, then the date of commencement of that Agreement.

(3) If:

(a) the last-surviving Resident dies; and

(b) the executor or personal representative of the last-surviving Resident's estate notifies the Village Owner they wish to sell the Relocatable Home,

then the last-surviving Resident's heirs, successors and administrators will be a periodic tenant of the Residential Site as set in sub-clause (2), but:

(c) while Rent will still be charged, payment of the Rent need not be made until the earlier of:

(i) settlement of the sale of the Relocatable Home;

(ii) the executor or personal representative of the Resident's estate ceasing to offer the Relocatable Home for sale; and

(iii) the executor or personal representative of the Resident's estate removing the Relocatable Home from the Residential Site,

so that the Rent charged until the sooner of (i), (ii) or (iii) above will accumulate as unpaid Rent;

(d) payment of the whole of the Rent that has accumulated during the period set out in sub-clause (3)(c) must be made immediately on the sooner of (i), (ii) or (iii) as set out in that clause; and

(e) the Village Owner is authorised and directed to deduct the Rent that has accumulated from the funds collected at settlement and paid to the Village Owner.

(4) For clarity, sub-clause (3) does not apply unless and until the executor or personal representative of the Resident's estate notifies the Village Owner that they wish to sell the Relocatable Home.

(5) Ten years prior to the Termination Date the Village Owner will formally advise the Resident of its likely intentions with respect to the Village and its operations.

Clause 43 Make Good Upon Termination

Upon termination of this Agreement the Resident must, at its own cost, remove the Relocatable Home from the Residential Site and restore the Residential Site to its original state.

Clause 44 Sale of Village

(1) The Village Owner may sell the Village subject to any proposed purchaser executing a deed to be bound by the terms of this Agreement, either prior to settlement or as a condition precedent to settlement.

(2) The covenants on the part of the Village Owner bind the registered proprietor or proprietors for the time being of the Village but nothing in this Agreement or otherwise renders the present or any subsequent registered proprietor or proprietors of the Village liable in damages for any breach of those covenants except while that person remains the registered proprietor of the Village, and upon the Village Owner ceasing to be the registered proprietor of the Village, the Village Owner is released from any and all liability under this Agreement and from any and all liability in damages for any breach of these covenants, and the subsequent registered proprietor or proprietors will be liable in damages for any breach of these covenants, regardless of whether such liability arose while the Village Owner was the registered proprietor of the Village.

Clause 45 No Security Interests

(1) The Resident may not create a Security Interest over the Residential Site or this Agreement.
(2) The Resident may not create a Security Interest over the Relocatable Home in favour of any person other than the Village Owner without the prior written consent of the Village Owner.

Clause 46 Ownership of Relocatable Home

(1) If there is more than one person named in this Agreement as the Resident, then throughout the Term they must own the Relocatable Home as joint tenants.
(2) Throughout the Term, the Resident must remain the sole legal and beneficial owner of the Relocatable Home unless otherwise agreed by the Village Owner.
(3) The Resident and the Village Owner agree that the Relocatable Home is not and will not become a fixture to the Residential Site.

Clause 47 Removal of the Relocatable Home

Unless:

(a) the Resident sells or transfers the Relocatable Home to another person; and
(b) the Village Owner agrees to enter into an Agreement with that person,

then, upon expiry or sooner termination of the Term, the Resident must at their cost, remove the Relocatable Home and all fixture and fittings associated with the Relocatable Home.

Clause 48 Security Interest - PPSA

(1) The Resident grants to the Village Owner a PPSA Security Interest over all Collateral to secure the payment of all amounts payable by the Resident to the Village Owner under this Agreement and the punctual performance of all of the Resident's other obligations to the Village Owner at any time.

No dealings

(2) The Resident must not do or agree to do any of the following in relation to the Collateral without the prior written consent of the Village Owner:

(a) create or attempt to create or agree or permit to exist any Security Interest over the Collateral;
(b) sell, assign, transfer or declare a trust over or otherwise dispose of the Collateral;

(c) lease or license the Collateral or allow a surrender or variation of any lease or licence of the Collateral;
(d) give control of the Collateral to another person other than the Village Owner;
(d) part with possession of the Collateral other than by giving possession to the Village Owner;
(e) allow a set-off or combination of accounts;
(f) change the nature of the Collateral;
(g) permit any of the Collateral to:
(i) become an accession to any goods that are not Collateral; or
(ii) be commingled with any product or mass that is not Collateral;
(h) change the location of the Collateral; or
(i) deal in any other way with the Collateral or interest in it or allow any interest in it to arise and be varied.

Undertakings

(3) The Resident undertakes from the date of this deed, for so long as any amounts are outstanding under this Agreement, to:

(a) keep the Collateral in good repair and in good working order;
(b) protect the Collateral from theft, damage or loss;
(c) promptly notify the Village Owner if all or a substantial part of the Collateral is stolen, seriously damaged or lost;
(d) not do anything or permit anything to be done or omit to do anything that materially lowers the value or may lower the value of the Collateral; and
(e) promptly carry out any direction of the Village Owner to remedy any defect in the condition of the Collateral.

Registration

(4) The Village Owner may enter or notify the Security Interest created under this clause on any public register and in particular may register the Security Interest created under this Deed on the PPS Register under the PPSA.

Clause 49 Waiver

(1) No person is taken to waive any breach of this Agreement by any other person unless the waiver is in writing and signed by the person granting the waiver.

(2) A waiver applies only to the breach specified in writing and does not constitute a general waiver unless expressed as a general waiver.

(3) The single or partial exercise, failure to exercise or delay in exercising any right, power or privilege under this Agreement does not:

(a) operate as a waiver of that right, power or privilege; or
(b) preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Clause 50 Default by Resident

(1) The Resident acknowledges that, if the Resident defaults in performance of its obligations under this Agreement, then the Village Owner may exercise the rights and remedies available to it under the Act, including but not limited to:

(a) giving the Resident a default notice under the Act;
(b) giving the Resident a notice of termination under the Act; and
(c) seeking an order for possession of the Residential Site.

(2) If the Village Owner gives a default notice under the Act, the Village Owner agrees to give no less than 4 weeks' notice to enable the Resident to remedy the relevant default before issuing a notice of termination.

(3) If the Village Owner gives the Resident a notice of termination under the Act, then the Village Owner will offer to purchase the Relocatable Home from the Resident on the terms of the Village Relocatable Home Sale Contract on the basis that:

(a) the offer price will be the market price of the Relocatable Home (as agreed between the Village Owner and the Resident and failing such agreement, as determined by an independent valuer appointed by the Village Owner in the Village Owner's discretion) less the sum of 12 month's interest cost on the market price, on the basis that the interest rate will be 5% per annum more than the target cash rate published by the Reserve Bank of Australia from time to time, and calculated by reference to the formula immediately below:

market price - [target cash rate + 5%] x 12;

(b) subject to subclause (3)(c), the Resident may accept the offer by giving written notice of acceptance to the Village Owner at any time prior to the day which is 14 days from the date the Resident receives the notice of termination;

(c) the offer will expire immediately and cannot be accepted by the Resident if the Resident removes the Relocatable Home from the Residential Site;

(d) settlement of the sale of the Relocatable Home will take place on the date which is the later of:

(i) the Resident providing vacant possession (but for the Relocatable Home) of the Residential Site to the Village Owner; and
(ii) 14 days from the date the Village Owner receives written notice of acceptance from the Resident under subclause (3)(b);

(e) if the Resident accepts the offer, the Resident may not remove the Relocatable Home from the Residential Site prior to settlement; and

(f) on settlement of the sale of the Relocatable Home, the Resident must pay the Village Owner all Rent and Fees then due and owing.

(4) For clarity, nothing in this clause limits or restricts the Resident's right to remove the Relocatable Home from the Residential Site where the Resident does not wish to accept the Village Owner's offer under subclause (3).

Clause 51 Consents

In the absence of clear expression to the contrary, and to the extent permitted under the Act, where in this Agreement the Resident may only do an act or thing with the consent of the Village Owner, the Village Owner may at its discretion give or withhold its consent, or give its consent subject to such conditions as the Village Owner chooses to impose. Where the Village Owner gives its consent subject to conditions, then a breach of those conditions by the Resident will be a breach of this Agreement by the Resident.

Clause 52 Health Information

(1) The Resident consents to the Village Owner collecting and using Health Information (within the meaning of the Privacy Act 1988 (Cth)) concerning the Resident for the purpose of enabling the Village Owner to determine whether a Residential Site Agreement is suitable for the Resident and otherwise to perform the Village Owner's obligations under this Agreement.

(2) The Village Owner agrees to only use or disclose the Resident's Health Information for the purposes for which it was collected or for secondary purposes which are directly related to the primary purposes of collection all in compliance with the National Privacy Principles under the Privacy Act 1988 (Commonwealth) as amended.

(3) The Resident consents to the Village Owner disclosing any Health information concerning the Resident where it is necessary:

a) To be given to the Resident's doctor or other health professional;

b) To lessen or prevent:

- A serious and imminent threat to the Resident's life, health and safety, or
- A serious threat to public health or public safety;

c) To provide that information to a person responsible for the Resident such as a spouse or de facto spouse, a child or relative who is at least 18 years old, a guardian or a person exercising an enduring power of attorney granted by the Resident, or a person whom the Resident has nominated to be contacted in an emergency; or

d) To disclose that information to the Tribunal in any proceedings before it where the Resident's state of health is an issue relevant to those proceedings.

(4) The Resident must notify the Village Owner of any notifiable disease contracted by the Resident or by any occupier of the Residential Site during the Term.

Clause 53 Termination Where Resident is Unable to Care for Self

If the Village Owner considers that the Resident or an Occupant is unable to maintain or adequately provide for their own safety, health, hygiene and wellbeing, the Village Owner may give the Resident written notice advising them to take appropriate action, which may involve the Resident incurring additional cost to continue to reside the Village; and may ultimately require that the Resident or Occupant find more appropriate accommodation outside the Village.

Clause 54 Consent of Mortgagee

When applicable the Village Owner has received the written consent of the mortgagee of the Village to the Village Owner granting this Agreement to the Resident in the form of this Agreement.

Clause 55 Fences

(1) Village boundary fence
The Village Owner will bear the cost of repairing and maintaining the Village boundary fences (excluding for the avoidance of doubt dividing fences between Residential Sites), other than costs of repairs and maintenance caused or contributed to by the Resident or any person for whom the Resident is vicariously responsible under this Agreement, which costs must be paid by the Resident.

(2) Dividing fences between Residential Sites
The Resident must repair and maintain any dividing fences between the Residential Site in a condition satisfactory to the Village Owner.

Clause 56 Supply and Payment of Utility Services

(1) Power and water

The Village Owner has installed sub-meters to the Relocatable Home that meter the consumption of water and power by the Resident. Regular invoices will be issued to the Resident that included all costs and charges in respect consumption of water and power by the Resident.

(2) Telecommunications

The Village Owner has installed a telephony / data point in the Relocatable Home such that the Resident can access telecommunication services. The Resident is responsible for payment of any fees and charges associated with these services. The Village Owner is not responsible for the quality and speed of such services.

(3) Interruption of services

The supply of services may be interrupted from time to time beyond the control of the Village Owner and in these circumstances the Village Owner is not responsible for damage or ant loss caused by the interruption or required to pay compensation the Resident.

Clause 57 Entire Understanding

(1) Notwithstanding anything said or written prior to this Agreement being signed the, provisions of this Agreement constitute the entire understanding of the Village Owner and the Resident and constitute the entire terms agreed upon between them and this Agreement supersedes and replaces entirely any prior written or verbal agreement between them.

(2) The Village Owner and the Resident agree that no other covenant, warranty, representation or agreement applies to the transaction or transactions included in this Agreement by reason of any promise or oral statement, representation, warranty, covenant or undertaking made or given by any person at or prior to the execution of this Agreement.

Clause 58 Further Assurances

The Village Owner and the Resident agree to execute, complete, deliver, make and do all documents, instruments, notices, acts and things necessary or required to implement and give full effect to the provisions and purpose of this Agreement.

Clause 59 Severance

If any provision or part of a provision of this Agreement is or becomes void, invalid or unenforceable for any reason, then it is severed from this Agreement, but the remainder of this Agreement continues in full force and effect, unaffected by the severance.

Clause 60 No Representation

The Resident acknowledges that it has not relied upon any oral representations in deciding to enter into this Agreement.

Clause 61 No Waiver

(1) Failure to exercise or delay in exercising any right, power or privilege in this Agreement by a party does not operate as a waiver of that right, power or privilege.

(2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

Clause 62 Notices

(1) A notice, demand or consent given or made to any person under this Agreement:

(a) must be in writing;

(b) may be served by delivering it to that person personally; or by positing it to that person's last known address.

(2) A notice is considered to have been served:

(a) at the time of delivery; and

(b) on the fourth Business day after the day on which it is posted, the first Business day being the day of posting;

Clause 63 Governing Law

This Agreement is governed by the laws of Western Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Western Australian and Federal Courts.

Clause 64 GST

(1) In this Agreement "GST" refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

(2) It is agreed that Rent and all other amounts agreed to be paid by the Resident to the Village Owner, being the consideration for the supply expressed in this Agreement are inclusive of GST.

(3) In respect of any liability of the Village Owner for GST under this Agreement, and any renewal or extension of this Agreement including for Rent, rates, outgoings or any consideration for any other taxable supply the Resident covenants to pay to the Village Owner, at the same time as any payment is made involving the Village Owner in GST liability, the additional amount of GST, together with the payment to which it relates.

(4) The Resident's liability under paragraph (3) is to reimburse the full amount of GST disregarding and excluding the Village Owner's entitlement to input tax credits or other credits or reimbursements for GST.

(5) Notwithstanding paragraph (4) if the Village Owner is entitled to an input tax credit in relation to any amount recoverable from the Resident under paragraph (3), the amount payable by the

Resident shall be reduced by the amount of the input tax credit which the Village Owner has received or claims and is entitled to receive.

(6) In respect of each payment by the Resident under paragraph (3) above, the Village Owner agrees to deliver to the Resident, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations.

Clause 65 WARNING

This is a long stay agreement for a fixed term.

You could be given 180 days' notice to vacate the Residential Site if the park is being sold, but compensation is payable by the Village Owner for losses incurred.

Executed as an Agreement

By signing this Agreement, the parties to this Agreement agree to be bound by its terms and conditions.

Village Owner signature:

EXECUTED BY
Sanvidel Pty Ltd (ACN 620 544 685)
by being signed by:

_____
Director / Secretary
Chris Harrison

_____
Date

Resident /s Signatures

Name:	_____	_____
	Name (please print)	Name (please print)
Signature	_____	_____
In the presence of:		
Witness:	_____	_____
	Name (please print)	Name (please print)
Signature	_____	_____
Address:	_____	_____
	_____	_____
Occupation:	_____	_____
Date:	_____	_____

Please note the witness cannot be the Village Owner or Resident.

Cooling off period

Note 1: Section 18(1) of the Act states that the Resident is entitled to rescind this Agreement —

(a) at any time within 5 working days after the Commencement Date; or

(b) if the Village Owner does not comply with section 11(1) of the Act within the time specified in that subsection but does provide the documents required under that section — at any time within 10 working days after the day on which the documents required under that section are given to the Resident.

Note 2: Under section 18(2) of the Act, the Resident cannot rescind this Agreement after taking up occupation of the Residential Site.

Attachment 1 - Table of Fees and Charges for Services and Utilities

Service / Utility	**Included in Rent (mark "yes" or "no")**	**Frequency (e.g. monthly, quarterly, yearly)**	**Cost (specify whether fixed, metered or other)**
Electricity Home (personal consumption)	Yes – special offer & Conditions	2 monthly	Metered
Gas	Not Applicable		
Water Home Consumption	No	2 monthly	Metered
Telephone Home	No		
Internet	No		
Council Rates	Yes		
Water Rates	Yes		
Land Taxes	Yes		
Electricity Common Areas and Village Facilities	Yes		
Water Common Areas and Village Facilities	Yes		
Management of Waste Water – no sewerage charges	Yes		
Provision of Village Facilities and common areas	Yes		
Repair and maintenance of Village facilities and common areas	Yes		
Replacement of Village Facilities and common areas	Yes		
Village gardens, landscaping repair, maintenance and replacement	Yes		
Use of Club House Village Facilities	Yes		
Village Insurances – excluding Resident home and Contents	Yes		
Staffing costs	Yes		
Village management costs	Yes		
Village Mini Bus – provision, repairs, maintenance and replacement	Yes		
Other expenditure as incurred from time to time in the management of the Village	Yes		

Attachment 2 – Residential Premises Condition Report

General										
	Condition at commencement					Condition at termination				
	Clean / tidy	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Landscaping/ garden			N/A					N/A		
Driveway			N/A					N/A		
Storeroom/ shed			N/A					N/A		
Site slab/ (concrete)			N/A					N/A		
General appearance			N/A					N/A		

Exclusive facilities										
	Condition at commencement					Condition at termination				
(Specify facilities)	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
.....										
.....										
.....										

Exclusive facilities										
	Condition at commencement					Condition at termination				
(Specify facilities)	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
....										

3. Specific work to be undertaken by Village Owner

(Cross out if not needed)

(1) The Village Owner agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

.....

.....

.....

.....

.....

.....

.....

(2) The Village Owner agrees to complete the work by: .....

4. Signatures

At commencement	At termination
Village Owner / managing real estate agent:	Village Owner / managing real estate agent:
.....	.....
Resident 1:	Resident 1:
.....	.....
Resident 2:	Resident 2:
.....	.....

Note for this clause:

Further items and comments may be added on a separate sheet signed by the Village Owner / managing real estate agent and the Resident and attached to this report.

Attachment 3 - Village Rules

Gingin Eco Lifestyle Village

Introduction

At Eco Lifestyle Villages we seek to deliver a very unique lifestyle to our Residents offering the best of country style living. Our philosophy of keeping it simple, designing in more sustainable practices that have a lower environmental impact, benefits everyone.

With those principles in mind, our Village Rules sets out clear expectations of how we operate and how our Residents live in an Eco Lifestyle Village. The Village Rules are a living document that will inevitably evolve over time with input from both our Residents and our Village Management team to ensure that together we can offer community living at its best.

Hopefully you will find these Rules easy to read and understand. We have set out the Rules so that they speak to the key elements of our Eco Lifestyle Villages, starting with the journey of our relationship and how we interact, your home, our facilities and our Village environment.

Under your Residential Site Agreement, you have agreed to comply with these Village Rules, as amended from time to time. You should therefore familiarise yourself with these Village Rules and read them carefully because a breach of these Village Rules will also constitute a breach of your Residential Site Agreement.

The Village Owner can also amend these Village Rules from time to time by giving written notice to each Resident of the Village, at least 30 days before the day in which the amendment is to have effect. If the proposed amendment relates to the Village Facilities, then notice will be given at least 7 days before the day on which the amendment is to have effect.

Yours faithfully

Chris Harrison
The Village Manager on behalf of the Village Owner

May 2021

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1. Clubhouse and Village Facilities

The Clubhouse and Village Facilities will be progressively developed as the Village expands, with the key Clubhouse Facilities constructed in accordance with approved development plans.

Prior to the completion of the construction of Stage 1 of the development, the construction of Clubhouse is scheduled to commence and be completed within 12 months in accordance with the approved plans.

2. Use of Clubhouse & Village Facilities

These are the rules which apply to the use of the Clubhouse and Village Facilities to ensure your safety, equitable access for all (Residents, Visitors and approved casual users) and care for the facilities.

(a) Unreasonable Disturbance to Others

The use of Clubhouse and Village Facilities is not to cause any unreasonable disturbance to others, and they are to be left in a manner in which they were found.

After 10 pm all functions will need to be contained to indoor areas of the common facilities and are not to emit noise or disturbances beyond midnight that could affect other Village Residents.

Please be aware that activities and functions, as determined by the Village Manager, may affect the availability, and your use, of the facilities.

(b) Club Audio Visual Equipment

The Clubhouse audio visual equipment, when available, can be utilised by Residents, following a training induction and adherence to guidelines that prohibit the usage of inappropriate material or material that breaches copyright provisions.

(c) Private Function

The Clubhouse and Village Facilities, including the multi-purpose areas, are available, together with the kitchen facilities, for private function usage by Village Residents by booking with the Village Manager in advance to reserve your place. Bookings will be treated on a first come first served basis and are always at the Village Manager's discretion.

(d) Use of Village Facilities by People and Organisations who are not Residents

Your personal use of the Village Facilities will generally be unrestricted during standard operating hours, however there will be times when externally approved functions and access will be permitted as a part of the philosophy of encouraging an open interactive community which is connected to the local town/broader community within the region.

Use of the Facilities by other persons or parties, as approved by the Village Manager, will be communicated to Village Residents in advance. Use of the Facilities by others in this manner may, but will not usually, be to the full exclusion of Residents.

(e) Smoking

Smoking in the Village Clubhouse and Facilities and buildings is not permitted.

(f) Clubhouse Under Croft Area

The Village Manager will set aside as part of the completion of the Clubhouse facility an under croft area that can be utilised by the Village Residents for purposes which may include a brewery, storage of productive landscape produce, jam and preserve facilities and storage and other activities that add to the Eco Lifestyle experience as deemed appropriate by the Village Manager.

The Residents' Committee may, with the agreement of the Village Manager, take responsibility for some or all of these designated activities.

(g) Pool and Spa

These facilities are to be utilised respecting the privacy and dignity of all users, Residents and staff. All users must abide by the following rules:

- a safety induction must be attended prior to the initial use of the pool and spa;
- the Village Manager will operate the pool and spa in accordance with health regulations;
- a lifeguard will not be available and people enter the pool and spa areas at their own risk;
- the rules displayed must be observed at all times;
- the operating temperatures of the pool and spa will be set by the Village Manager;
- personal hygiene is paramount and showering before and after use is requested;
- appropriate swimwear is to be worn at all times;
- any visitors, especially those under the age of 18, must be accompanied by a Village Resident at all times; and
- any rules displayed must be observed at all times.

(h) Gym and Wellbeing Area

Similar to all Gym and Fitness Centres, basic safety and hygiene rules will apply:

- a safety induction is required to show you how to the correctly use the equipment;
- appropriate enclosed sports footwear and clothing must be worn at all times;
- a clean towel must be used over any seating before using the equipment;
- training is encouraged with a friend particularly if utilising the weight equipment;
- children under 18 are and not permitted to use these facilities;
- the rules displayed must be observed at all times.

(i) Non Compliance with Rules

The Village Manager reserves the right to prevent or remove Residents, people or visitors from the Clubhouse and Village Facilities if they are not complying with the Village Rules or respecting their use and care.

3. Recycling Centre and Activities Shed

The proposed Recycling Centre and Activities Shed will be built following the completion of the Clubhouse and will be designed in consultation with the existing Village Residents at the time.

Standard safety, general induction and training requirements and operating procedures will apply in accordance with health and safety legislation.

4. Waste Water Treatment

Within the common areas in the designated stages for housing and in close proximity to the Clubhouse, approved on-site wastewater treatment and recycling units will be installed below ground. These units apply conventional wastewater treatment with disinfection to produce a clear non potable water source (Class A) that can be safely applied to the drip irrigation of vegetation to add to the amenity of the Village.

These wastewater treatment units and the associated irrigation equipment remains the sole responsibility of the Village Manager and should under no circumstances be interfered with by Village Residents or their visitors.

5. Productive Landscape

The main landscape boulevard between the Clubhouse and the main dam will be the designated Productive Landscape area which will be planted and actively managed with a wide variety of seasonal fruits, vegetables and nuts to provide organic produce.

The Village Manager is responsible for the management of the Productive Landscape Area.

Village Residents are encouraged to participate in the cultivation, maintenance and active utilisation of this area in coordination and under the direction of the Village Manager.

Availability of produce is subject to seasonal conditions, quality variances and supply/demand quantities. The Village Manager may seek to recover the costs associated with the organic produce from Residents, members of the public, or external parties.

6. General Landscape

The Village Manager have the responsibility for maintaining the irrigation of designated areas, the successful establishment of vegetated landscapes within the Village boundaries and the maintenance of pathways, shade structure and shelters as per the Village Masterplan.

7. Mail

Your personal mail will be delivered to your designated Village mail box. Unauthorised and / or junk mail is not to be distributed in the Village.

8. Absence from the Village

If you are going away for more than a week, please let the Village Manager know in advance so we are aware and any agreed arrangements as may be appropriate can be actioned.

9. Residents Committee

The Village will have a Residents' Committee which will represent the Residents of the Village. Members will be elected annually to the Committee. The Committee will provide comment and feedback to the Village Manager regarding Village Rules, Code of Conduct, Village Grievance and Breach Policy.

The Residents' Committee and the Village Manager will work in the spirit of proactive cooperation to resolve any challenges in the best interests of the Village as a community.

The Residents' Committee will:

- be formed as soon as 20 homes are occupied in the Village;
- convene monthly meetings with the Village Manager to facilitate open, transparent communication between Residents and the Village Manager;
- provide questions wherever practicable to the Village Manager at least 2 working days before the meeting;
- coordinate social and recreational activities and events for the benefits of Residents, help establish and foster the development of various interest groups supported by village Residents and the village community as a whole;
- coordinate the use of the Village Mini Bus as appropriate for the benefit of Residents;
- seek to generate funds from social activities and village produce/products as permitted by the Village Manager which can then be utilised for the benefit of Residents in the Village.

The Village Manager will:

- ensure a senior Village Manager representative attends every meeting;
- provide direct responses to all questions in an open and transparent manner;
- proactively seek to implement pragmatic solutions to challenges;
- amend from time to time as necessary any elements of the Village Rules, Code of Conduct, Village Grievance and Breach Policy, as appropriate and/or as required by applicable legislation.

10. Home Maintenance

You own your own Relocatable Home and are responsible for all relevant maintenance including replacement of fixtures, fittings and appliances as well as any repairs to the home and any structures within your Residential Site such as carports, paving, driveways, store rooms and patios.

The external appearance of your Relocatable Home needs to be maintained to ensure that it remains aesthetically neat, tidy in the streetscape and in accordance with the overall theme of the Village.

This ultimately maintains the value of your Relocatable Home which is your investment for the one day when you may sell your Relocatable Home.

11. Home Alterations

There may be opportunities that arise when you plan to modify the external appearance of your Relocatable Home, carport or outdoor areas and to ensure compliance, aesthetic alignment and that neighbours are not unduly affected all proposed alterations must be approved by the Village Manager before any works begin.

It is your responsibility to check if the proposed works require a building licence and if so, it is your responsibility to ensure that a registered builder completes any approved alterations, meeting all local government requirements and any health regulations.

Any proposed works are to be approved by the Village Manager before proceeding. All approved works are at your cost.

The Village Manager will respond to any alteration proposals within 10 working days.

12. Contractors

For any maintenance or approved alterations to a Resident's Relocatable Home it is the responsibility of the Village Resident, to ensure that any contractors:

- report to the Village Manager prior to undertaking and on completion of the work;
- perform all works in accordance/compliance with all applicable law and regulations;
- operate only within the hours of 8am to 6pm on weekdays;
- are responsible for rectifying at their cost any damage they cause in or to homes or any infrastructure or facilities in the Village; and
- have relevant and appropriate public liability and where required by law Workers Compensation insurance to perform the works and provide Certificates of Currency prior to commencing any works.

13. Home Business

The Village Manager's approval is required prior to operating a small business from your home. Some of the issues that the Village Manager will consider include:-

- nature of the business;
- maintaining the peaceful enjoyment of other Residents;
- Potential to solicit business from within the Village;
- deliveries to your home;
- parking and traffic;

It should be noted that should the Village Manager withdraw their approval for whatever reason, the business will not be permitted to operate.

14. Street Verge and Front Garden Areas

The establishment and maintenance of the street verge is the Responsibility of the Village Manager.

The Front Garden Area is defined as the area between the road pavement and the front elevation line of the home and will include swales and driveway cross overs. If it is unclear where the responsibility lies then the Village Manager will provide a plan for demarcation purposes.

15. Home Gardens

Residents are responsible for the establishment and maintenance of all plants and garden areas on the Residential Site.

Residents are encouraged to develop their home gardens by planting appropriately water wise plants from the list of recommended plants provided by the Village Manager.

Climbing plants or creepers must be managed if grown on adjoining fences to within the Residential Site and are not to create a potential fire hazard.

Village Residents are to install and maintain any garden irrigation systems which may be required to water the garden area of the Site. The irrigation of the garden area is from the potable water supply, which is metered and therefore the water consumption for the garden area will form part of the Residents overall water supply bill.

Care should always be taken when replacing plants to ensure no damage to the underground reticulation occurs.

Any leaks or issues with garden reticulation are the responsibility of the Resident.

Village Residents can only make changes to garden design and plant selections with the approval of the Village Manager. Pot plants and creepers or climbing plants may not be permitted in front gardens if they detract from visual amenity of the streetscape.

Use of garden ornaments may not be permitted in front gardens if they detract from the visual amenity of the streetscape as determined by the Village Manager.

The Village Resident is responsible to maintain their garden area to a neat and tidy standard at all times in keeping with the amenity of the streetscape within the Village.

Residents are to use and only apply slow release fertilisers to garden areas.

The use of rainwater tanks is encouraged with the Resident being responsible for its maintenance, cleaning, testing of water, usage and replacement when required.

16. Rubbish Bins and Collection

The Village Manager will, and encourages Residents to also, seek to reduce and reuse waste products whenever and wherever possible.

A recycling area will be established near the Caravan, Boat Parking and Storage Area for Residents and Village use.

With respect to household rubbish, Residents are required to place the rubbish in the appropriate bins in the bin areas.

The Village Manager will organise the collection of these bins.

17. Village Access Cards and Keys

The Village Manager will provide the Resident with

- a Village access card / key to each Resident;
- mail box key to each Resident for their allocated mail box.

The Village access card / key and letter box keys need to be returned to the Village Manager at the expiration or earlier termination of the lease.

Should replacement cards or keys be required, the Village Manager will organise the replacement and the Resident will be required to pay the replacement cost.

18. Pets

Subject to prior the Village Manager approval, well-trained pets are welcome in the Village and must be kept in accordance with the conditions below. Failure to keep pets in accordance with the Village Rules will mean approval is revoked and the pets will need to be removed from the Village.

Approved Pets include:

(a) Dogs

Dogs (no more than two) classified and registered by the local authority as house pets are permitted. They

- must not roam beyond the Resident's site;
- may be walked around the Village, but must be kept on a lead at all times;
- must not bark excessively or inconvenience other Residents. If they continue to do so then they will need to be removed from the Village or debarked;

Dog waste is to be picked up immediately and disposed of in the Residents' own bin area.

With prior the Village Manager permission, dogs supporting Residents with disabilities may be allowed in or around the Clubhouse and Village Facilities.

(b) Cats

The natural environment is highly valued both within the Village and beyond, and cats may not be permitted due to the fragility of the local ecology. If cats are permitted they are to remain inside the home or confined to a cat run in the Resident's back yard.

(c) Birds

Domestic birds may be kept inside the home or outside in a cage or aviary as approved by the Village Manager. Birds may not be acceptable if they disturb other Residents.

19. Visitors

Your friends and relatives are always welcome to visit you in your home at any time. You will however be responsible for their actions and behaviour and any disruption or damage they may cause to the Clubhouse, Village Facilities or infrastructure.

20. Parking

Parking is permitted only in the designated areas within the Village.

Residents are to park their vehicles in the driveway and carport area of their home and are to ensure that vehicles do not obstruct the view of other road users by keeping a minimum of 1.5m off the road pavement edge into their driveway.

Residents are not permitted to park caravan/motorhome or boats in their driveways or carports other than for packing and unpacking purposes. Caravan/motorhome and boats are to be stored in the designated areas determined by the Village Manager and if that is the permanent area as shown on the Masterplan area then weekly fees (currently proposed to $10 per week) will apply as determined and communicated by the Village Owner.

Visitor parking bays are available within the Village, however they should not be used for longer than one day without discussing with the Village Manager as more appropriate alternatives may be available, allowing visitor parking bays to be used by others.

The Resident must not use or permit the use of children's bikes, skateboards, "billy-carts" and similar recreational items on the Village, except as permitted by the Village Rules.

The Resident must:

- not park any vehicle in a way that endangers, or may be likely to endanger, another person or property of another person;
- not allow any vehicle, boat or trailer to be parked on any road on the Village or on any street verge;
- not park any boat or trailer or caravan/motorhome owned by or in the possession of the Resident in the driveway or space provided on the Site without the Village Manager's prior written approval;
- not park or store more than two vehicles on the Resident's Residential Site without the Village Owner's prior written approval;
- park a boat, trailer or caravan/motorhome at the designated caravan/motorhome, trailer or boat area for which a caravan/motorhome, Trailer or Boat Fee is applicable;
- ensure that the Residents visitors, guests and contractors use the visitors' parking area to park their vehicles whilst they are in the Village.

21. Village Mini Bus

A 12 seater Village mini bus will be provided for the benefit of all Village Residents upon the 50th home being occupied. The Village Manager will determine the type of bus purchased with preference to low emission technology in keeping with the Eco Lifestyle Village philosophy.

Volunteer drivers from within the Village are required to be registered with the Village Manager, and must hold the appropriate licences and satisfy cover Village insurance requirements. The operating and maintenance costs of the vehicle will be the responsibility of the Village Manager.

22. Vehicle Washing

An external potable water tap is available at your home and can be utilised for car washing as an alternative to the wash down area that will be provided at the designated Caravan/motorhome and Boat Storage Area when this is constructed. Under all circumstances environmentally sensitive products are to be used for washing and cleaning all vehicles.

23. Health and Safety in the case of an Emergencies

The Village Manager is committed to maintaining a healthy and safe living and working environment for all Residents, staff, contractors and visitors to our Villages.

- Resident inductions to the Village will include safety card summaries for ease of reference including critical contact details and emergency procedures;
- Regular fire, emergency and evacuations drills will be conducted by trained and qualified persons to ensure systems and procedures are compliant and effective. All people present in the Village at the time of the drill will need to attend the drill.

- Residents are responsible for calling emergency services if there is an emergency in their home;
- After contacting emergency services the Resident must also notify the Village Manager of the incident;
- Nominated Village Wardens will assist the Village Manager and emergency services to coordinate emergency procedures and any evacuations as may be necessary.
- Contractors entering the Village will be required to report to the Village Manager for site induction specific to their purposes to ensure that they are aware and equipped with the knowledge pertaining to our obligations in keeping them and you safe.
- All persons accept personal obligations to act and behave with community and individual safety in mind at all times.
- Maps showing assembly areas will be displayed in the Clubhouse and Village Facilities as well as being a part of the Resident welcome pack.

24. Village Faults and Outages

If there is an electrical, water or other services or infrastructure failure/outage in the Village, please contact the Village Manager for their immediate notification.

25. Contacts Directory

The Village Manager will provide a list of emergency services, key local government and other service providers to all Residents for their knowledge and ease of reference. Other key Village contact details will also be provided and updated from time to time.

26. Walking Trails and Common Areas

The open expanses offered within our Eco Lifestyle Villages provides unique walking trail experiences and general outdoor amenity inclusive of drainage swales, retention basins and in some cases open water bodies / dams. The design of both the landscape and drainage facilities is purposeful to optimise water capture and reuse as part of the non-potable irrigation plan to support both productive landscapes and naturally vegetated areas.

Care for personal safety and potential injury remains the responsibility of individual Resident and deviating from designated pathways is not recommended.

The Village Manager will have first aid equipment on hand for minor injuries.
In some cases natural fauna, including snakes, may present a hazard and extra care needs to be taken particularly during the warmer months.

27. Adjoining Property

The Gingin Eco Lifestyle Village is a part of a larger property owned by the Village Owner and access to areas beyond the Village Masterplan area is permitted only at the absolute discretion of the Village Manager and, if permitted, is entirely at the risk of Village Resident. The area is undulating and with very steep inclines in places and presents risks and hazards that may not be foreseen.
This area of adjoining property may be developed in the future and this will alter the amenity of the adjoining area on the Eco Lifestyle Village and its Residents.

28. Security and Gates

At Eco Lifestyle Villages your security is very important to us. Please contact the Village Manager if you have any questions or feedback.

All Residents will be issued with a remote access control for the main security gates and access to the Village Clubhouse and Facilities. Please handle this access device with care to maintain security integrity. A register of all remotes will be kept with the Village Manager. Additional remotes may be purchased from the Village Manager. Batteries in remotes will be the responsibility of the Resident and lost or damaged remotes will need to be replaced at the expense of the Resident.

Security systems can be installed by Residents in their own homes at their cost.

The Village Manager may install cameras for remote security purposes at its own discretion for the benefit of the Village community.

Front gate access can be viewed from your own home as a part of the communication installations in your home. The maintenance of this remote viewing facility in your home is the responsibility of the Resident.

29. Insurance

Your home needs to be insured by you as should the contents to protect your investment. Your home insurance needs to cover a public liability component and a certificate of currency is required to be provided to the Village Manager annually.

30. Moving In and Village Induction

When you move in to an Eco Lifestyle Village you will be given a Welcome Pack which will include information about;

- your home - its 12 month warranty period and lifetime structural guarantee;
- guidelines from this Rules that apply to your home maintenance responsibilities;
- accessing and utilising the common facilities;
- village access and security;
- village services; and
- safety and emergency procedures.

You will also have an introductory meeting with the Village Manager and an induction including a safety briefing of how we need to operate and live in the Village and any access card/keys as appropriate at the time.

Attachment 4 - Code of Conduct Policy

At Gingin Eco Lifestyle Villages (GELV) we are committed to creating friendly, vibrant communities which promote a safe, peaceful and an enjoyable lifestyle.

The timeless principles of respect, caring for each other, and an ethical and balanced approach to life are foundational in how we create, develop and maintain our GELV community. This means that we will take time to meet and talk with you, and listen to your questions and any concerns you may have, because we share this part of our journey in life together.

This Code of Conduct sets out the expectations of how Residents, staff and contractors of GELV are to behave and the process for how disputes are to be resolved.

Key Principles

1. All Residents, staff and contractors are to be treated fairly with honesty, integrity and respect.

2. All actions by staff and Residents as well as any contractors are to act in a safe manner in accordance with applicable Occupational Safety and Health legislation.

3. The consequences of any breach of the Code of Conduct or Grievance and Breach Policy will follow the process for resolution in an equitable manner with respect for both parties. However failure to adhere to the Code may ultimately result in the termination of a Residents' Agreement, a staff member's employment or a contractor's contract.

The Code of Conduct

Our mutual expectations are to:

- treat everyone fairly and as equals;
- be honest and respect diversity;
- genuinely listen and give consideration to each other's opinions;
- speak respectfully and be considerate to the needs of each other;
- promote a peaceful living environment;
- respect each other's privacy, health and wellbeing; and
- share common areas and facilities equitably and with care.

Additional areas of mutual responsibility are to:

- act without fear or favour with transparency and accountability;
- recognise people's rights to due process and equal opportunity;
- declare any potential or actual conflicts of interest;
- comply with the Residential Site Agreement and the prevailing Village Rules;
- seek to minimise the risk of harm to people and the environment;
- consider the consequences and impact of behaviour on the wider Village community; and
- exercise an appropriate duty of care to others at all times.

Attachment 5 - Village Grievance and Breach Policy

At Gingin Eco Lifestyle Village, in support of our Code of Conduct, Residential Site Agreement and Village Rules, the Village Grievance and Breach Policy underpins our commitment to a safe, peaceful village lifestyle. This Policy enables appropriate consequences to be effected including, if applicable, potential termination of a Resident's Site Agreement leading to eviction from the Village, termination of a staff member's employment or termination of a contractor's contract.

Our processes for the handling complaints are set out below and are in accordance with management policies at GELV, recognising that ultimately disputes can be referred to the State Administrative Tribunal (or, if they do not accept jurisdiction, the Courts) for resolution.

Breaches of the Code of Conduct

Breaches of the Code of Conduct may include:

- inappropriate behaviour including swearing and loud, aggressive or offensive behaviour;
- inappropriate communication either on social media, written or other;
- making racial, gender based or sexually inappropriate remarks;
- all forms of harassment with actions that intimidate, offend, humiliate or embarrass a person or persons;
- promoting, publishing or displaying inappropriate or offensive material;
- any unlawful actions or misconduct.

Classification of Breaches of the Code of Conduct

Minor Breaches

- these generally include, but are not limited to, inappropriate behaviour and communication.

Major Breaches

- these generally include serious or unlawful misconduct, bullying, violence, harassment, discrimination and victimisation, and will include repeated inappropriate behaviour and communication and threats of violence.

Classification of Breaches of the Village Rules and Residential Site Agreement

Minor Breaches

- these generally include exceeding speed limits, poor house and garden presentation, visitor, pet, noise and facility policy breaches.

Major Breaches

- these generally include non-payment of rent, wilful damage to property, bringing the Village into disrepute, serious safety incident, conviction of an unlawful act within the Village and repeated minor breaches.

Process for making and investigating Complaints and Alleged Breaches
The process which will be implemented to resolve a complaint or alleged breach of the Code of Conduct, Residential Site Agreement, Village Rules or Village Grievance and Breach Policy will depend on how the allegation or complaint arises.

Dependent upon the nature of the complaint or circumstances, GELV management has the ultimate discretion as to how a complaint may be processed.

Complaints / Breach Investigation Process

Key Processes

1. All complaints must be submitted to the Village Manager ("**Manager**") in writing.

2. The Manager will treat all complaints in confidence as far as possible.

3. The Manager will acknowledge the complaint within 2 working days and will arrange a meeting with the complainant.

4. At a meeting with the complainant the Manager will;
   a) Obtain all relevant information including the context of the complaint;
   b) Explain the process for complaint resolution; and
   c) Take notes from the discussion that are to be signed by both parties at the meeting.

5. The Manager will then determine and implement any immediate course of action necessary to ensure the safety of all parties and action. This may include notifying the authorities and the police whilst the next investigative steps are taken.

6. The Manager will then investigate the complaint taking the following steps;
   a) The Manager will meet with the alleged complainee / offender to:
      i) explain the nature and details of the complaint or alleged breach;
      ii) outline the consequences should the complaint or alleged breach be substantiated;
      iii) listen and take notes from the discussion that are to be signed by both parties at the meeting; and
      iv) explain the process to the offender.

   b) The Manager will investigate the offender's version of events;
   c) The Manager will interview all witnesses; and
   d) The Manager will document all steps/observations during the investigative process.

7. The Manager will then determine whether, in their opinion, there has been a breach of the Code of Conduct, the Residential Site Agreement, Village Grievance and Breach Policy or the Village Rules.

8. If the Manager determines that there has been a breach of the Code of Conduct, the Residential Site Agreement, Village Grievance and Breach Policy or the Village Rules, then the Manager will decide the best course of action to resolve the issue. This may include;
   a) Facilitating a meeting between the parties to resolve the issues;
   b) Issuing formal written warnings to either or both parties;
   c) Imposing restrictive access to, or sanctions on, Village facilities or events;
   d) Instigating disciplinary action against an GELV staff member which may include termination of employment;
   e) Issuing a Notice of Default to a Resident.
   f) If a Major Breach has occurred, the Village Owner may take steps to issue a Notice of Termination.
   g) Terminate a contractor's contract.

9. Once the Manager has determined the appropriate course of action, they will inform both parties and then take the appropriate action.

   The Manager will generally aim to complete the above steps within 30 days of receiving the complaint. If the complaint is against an employee of the Manager then the investigation will be conducted by the employee's supervisor.

Relevant Legislation

Residential Parks (Long Stay Tenants) Act 2006 (WA)
Occupational Safety and Health Act 1984 and other relevant occupational safety and health legislation.

Attachment 6 - Village Relocatable Home Sale Contract

The Buyer OFFERS TO PURCHASE from the Seller the Relocatable Home located at the Residential Site for the Purchase Price on the Settlement Date referred to in the Schedule and upon the other terms and conditions as set out in this document and the Gingin Eco Lifestyle Village Residential Site Agreement. For the avoidance of doubt the purchase of the Relocatable Home does not convey any freehold or leasehold interest in the land comprising the Residential Site.

Schedule

1. The Buyer:

Full name(s) _____ _____

Address: _____

2. The Seller:

Full name(s) **Sanvidel Pty Ltd (ACN 620 544 685)**

Address: 131 Pascoe Street Karrinyup WA 6018

3. Village Owner: **Sanvidel Pty Ltd (ACN 620 544 685)**

4. Relocatable Home is situated on Residential Site No. ___ _____
(street address)

5. Purchase Price $_____ _____ (all parties please initial)

6. Payment of Purchase Price

With a Deposit of $ _____ of which $ _____ is paid now and $ _____ to be paid within _____ days of acceptance, to be paid directly to the trust account of the Village Owner's nominated lawyers ("**Trust Account**"), to be held as stakeholder. The balance of the Purchase Price is to be paid into the Trust Account on or before the Settlement Date.

7. Settlement Date: _____ or any other date referred to in this Contract. (See clause 13.6).

8. Relocatable Home viewed by Buyer on: _____

(a) Items included in the Sale:

All fixtures and fittings, fixed floor coverings, window treatments, light fittings and:

_____

(b) Items excluded from the Sale:

_____

9. Designated Date: _____

Note: This is when the Buyer's Residential Site Agreement will end.

10. Offer Subject to (strikeout section not applicable)**:**

This offer is subject to the sale and settlement of the Buyer's property at _____ _____ Signature of Buyer _____ Signature of Buyer _____	This is a cash offer and the Buyer understands that on acceptance of this Contract, the Buyer is committed to purchase the above Relocatable Home. The cash is available without any finance being required Signature of Buyer _____ Signature of Buyer _____

11. Special Conditions

As stated below

_____

_____

_____

_____

_____

_____

And (if applicable) - Residential Premises Condition Report forms part of this Contract - Annexure "A" (attached).

12. Sale Conditions

12.1 Acknowledgements

The Seller and Buyer acknowledge that:

(1) the Seller cannot assign the Seller's Residential Site Agreement to the Buyer or grant a lease, licence, sublease or sub licence of the Residential Site to the Buyer, and any lease over the Residential Site must be granted by the Village Owner to the Buyer;

(2) the Buyer is aware that the Village Owner granting a lease of the Residential Site to the Buyer is subject to the matters set out in clause 12.2;

(3) this Contract for the Relocatable Home is conditional upon the Village Owner entering into a Buyer's Residential Site Agreement with the Buyer in relation to the Residential Site in accordance with clause 12.2; and

(4) the Buyer is aware that the Village Owner has a Right of First Refusal to purchase the Relocatable Home, and that this Contract is subject to and conditional upon the Village Owner not exercising that right.

12.2 Village Owner to offer new Residential Site Agreement to the Buyer of the Relocatable Home

(1) This Contract is subject to and conditional upon the Village Owner offering to the Buyer of the Relocatable Home a Buyer's Residential Site Agreement regarding the Residential Site for the Term and otherwise on the Village Owner's then current standard terms and conditions, consistent with the context of operating the Village as a going concern under the then-current market conditions and government regulatory conditions and any applicable law, provided that:

(a) the Village Owner receives a request to do so from the Buyer;

(b) the Village Owner is satisfied, acting reasonably, that the Buyer is able to live independently and in accordance with terms, conditions and provisions of the Village Rules, Code of Conduct, Village Grievance and Breach Policy;

(c) the Seller has complied with its obligations to give a Right of First Refusal to the Village Owner and it has chosen not to exercise its Right of First Refusal;

(d) the Buyer purchases the Relocatable Home from the Seller; and

(e) the Commencement Date of the new Buyer's Residential Site Agreement is date of the request from the Seller however is executed by the Buyer before Settlement.

(2) The Buyer acknowledges that it will be a requirement of the current standard terms and conditions of all future Residential Site Agreements, referred to in subclause (1), that the term of the Residential Site Agreements will expire no later than the Designated Date.

(3) The Buyer acknowledges that the proposed Buyer's Residential Site Agreement is aligned with the Act and the Regulations.

13. Other Conditions:

13.1 Seller agrees to notify the Buyer, as soon as practicable, after the Buyer's offer has been accepted by the Seller.

13.2 The Buyer acknowledges that, prior to acceptance by the Seller, the Seller must obtain approval in writing from the Village Owner to the Buyer's offer.

13.3 The Buyer acknowledges that the terms of this Contract and the Village Residential Site Agreement are both integral to the operation of the Village. The Buyer may wish to seek independent legal and financial advice on the terms of this Contract and/or the Village Residential Site Agreement required to be signed by the Buyer before Settlement. Queries and clarifications, if any, regarding the Buyer's Residential Site Agreement can be discussed at or prior to the Village Owner's interview with the Village Owner or the Village Manager.

13.4 The parties agree that the Deposit is refundable at any time up to the point that the Contract becomes unconditional.

13.5 The Seller acknowledges that all monies due to the Village Owner under the existing Seller's Residential Site Agreement, and any outstanding debts payable to the Village Owner, are the Seller's responsibility and must be paid in full on or before Settlement.

13.6 The Seller and the Buyer agree that, to effect Settlement, the Buyer will pay the balance of the Purchase Price into the Trust Account prior to Settlement. Settlement must occur on the Settlement Date or such other date that the Village Owner advises that it is satisfied that all conditions have been satisfied and the Settlement can proceed. The parties acknowledge that the Village Owners' lawyers do not act and will not act for the Buyer or the Seller.

13.7 The Seller authorises the Village Owner and/or its lawyers (as applicable)to deduct the fees and outstanding debts due to the Village Owner by the Seller pursuant to the Seller's Residential Site Agreement, as advised by the Village Owner, from the Purchase Price and to pay the balance of the Purchase Price to the Seller.

13.8 The Buyer and Seller both acknowledge and consent to the Village Owner performing the following roles:

(1) facilitating the sale of the Relocatable Home for the Seller;

(2) acting in its capacity as the Village Owner to determine whether or not the Buyer is a suitable person to be granted a new Residential Site Agreement; and

(3) holding, in its capacity as the Village Owner, the Right of First Refusal to buy the Relocatable Home on the terms set out in the Seller's Residential Site Agreement.

13.9 The Buyer and Seller agree that the Relocatable Home was inspected by the Buyer on the date set out in the Schedule and that the items referred to in Item 8(a) of the Schedule are included in the Sale and the items referred to in Item 8(b) of the Schedule are not included in this Sale.

13.10 The Seller agrees to transfer to the Buyer at Settlement, unencumbered title and possession of the Relocatable Home. Risk passes to the Buyer at Settlement.

13.11 The Seller must leave the Relocatable Home clean and fit for occupation. If the Resident does not leave the Relocatable Home clean and fit for occupation then the Resident authorises the Village Owner to clean the Relocatable Home, remove and may store any of the Resident's belongings, as required, at the Resident's expense and costs to do this work is deducted from sales proceeds at Settlement.

14. Definitions:

14.1 In this Contract unless the context otherwise requires:

"Act" means the *Residential Parks (Long Stay Tenants) Act 2006 (WA)* (including, where applicable, the Regulations and any other relevant subsidiary legislation).

"Agreement" means the Residential Ste Agreement.

"Buyer's Residential Site Agreement" means the residential site agreement proposed to be entered into between the Buyer and the Village Owner subject to the terms of this Contract.

"Code of Conduct" means the Code of Conduct promulgated by the Village Owner from time to time, which as at the date of Agreement is as per Attachment 4 to the Agreement.

"Commencement Date" means the date described as such in the Schedule of the Buyer's Residential Site Agreement and being the date on which the Term starts.

"Designated Date" means the date specified in Item 9 of the Schedule and being the date on which the Term ends (unless terminated earlier) which will also be the date included in the Buyer's Residential Site Agreement as the Termination Date.

"Regulations" means the Residential Parks (Long Stay Tenants) Regulations 2007 (WA)

"Relocatable Home" means a building and other structures owned by the Resident that are designed and fitted for use as a residence, which the Village Owner has permitted to be assembled, placed or erected on the Residential Site.

"Residential Site" means the site described Item 4 of the Schedule.

"Right of First Refusal" means the right of first refusal the Seller has granted to the Village Owner in the Seller's Residential Site Agreement between the Village Owner and the Seller.

"Seller's Residential Site Agreement" means the residential site agreement currently existing between the Seller and the Village Owner.

"Settlement" means the actual settlement of the sale of the Relocatable Home from the Seller to the Buyer.

"Term" means:

(a) the period starting on the Commencement Date of the Buyer's Residential Site Agreement to be entered into by the Buyer and, subject to paragraph (b), ending on the Designated Date or Termination Date as referred to in the Residential Site Agreement;

(b) the Term will immediately end if and on the earlier of:

(i) the death of the last surviving person named in the Buyer's Residential Site Agreement as the Buyer (and for clarity, this does not include the Buyer's heirs, executors and administrators);

(ii) the expiry of 60 days after receipt by the Village Owner of notice in writing of the Buyer's intent to terminate the Buyer's Residential Site Agreement;

(iii) the expiry of 4 weeks, or any longer period required pursuant to the Act, after the receipt by the Resident of the Village Owner's intention to terminate this Agreement;

(iv) the expiry of 60 days after the date on which the Buyer removes the Relocatable Home from the Residential Site; and

(iv) where the Buyer sells or transfers the Relocatable Home to another person and the Village Owner grants a Residential Site Agreement of the Residential Site to that new person, then the Commencement Date of that Residential Site Agreement.

"Village" means the Gingin Eco Lifestyle Village of which the Residential Site forms part.

"Village Owner" means the entity referred to in Item 3 of the Schedule and includes its successors, transferees and assigns.

"Village Rules" means the rules of the Village made and amended by the Village Owner from time to time, copies of which are available from the office of the Village Owner in the Village.

"Village Relocatable Home Sale Contract" means the Village Owner's standard form for the sale of a Relocatable Home by a Seller, as amended by the Village Owner from time to time.

14.2 Interpretation

In this Contract, unless the context indicates a contrary intention:

(a) words suggesting the singular include the plural and vice versa;

(b) words suggesting any gender include any other gender;

(c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;

(d) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;

(e) references to clauses, paragraphs, subparagraphs, schedules are to clauses, paragraphs and subparagraphs of, and schedules to, this Contract as amended from time to time;

(f) headings used for clauses, paragraphs, subparagraphs and Schedules are for ease of reference only and will not affect the interpretation of this Contract.

(g) references to any Contract or instrument are to that Contract or instrument as amended, novated, supplemented, varied or replaced from time to time;

(h) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;

(i) use of the words "includes" or "including" means includes or including without limitation, unless the contrary intention appears;

(j) a reference to any body is:

(i) if that body is replaced by another organisation, deemed to refer to that organisation; and

(ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body;

(k) all dollar amounts specified in this Contract are in Australian dollars; and

(l) the words "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

15. Conveyance:

The Parties nominate their Representative below to act on their behalf and consent to notices being served to that Representative's facsimile number.

Buyer Representative	_____	Seller Representative	Property Settlements
Contact Name	_____	Contact Name	The Manager
Telephone No.	_____	Telephone No.	9325 9353
Signature	_____	Signature	_____

16. Documents Received:

Once the Buyer has completed this offer, as soon as practicable, a copy will be given to the Buyer. Within 48 hours of this offer being accepted by the Seller, both parties will receive a copy of this Contract from the Village Owner or the Village Manager.

Execution Page

Buyer

Signature: _____ _____

Date: _____ _____

Witness Signature _____ _____

Name: _____

Address: _____ Date:_____

Seller

Signature: _____ _____

Date: _____ _____

Witness Signature _____ _____

Name: _____

Address: _____ Date:_____

Please Note:

As per clauses 12.1 and 12.2 above, this Contract between the Buyer and the Seller is subject to and conditional upon (amongst other things):

(1) the Village Owner not exercising its Right of First Refusal; and

(2) the approval in writing by the Village Owner of the Buyer.

_____

Village Owner

1. The Village Owner *does/does not exercise its Right of First Refusal.

   Signed: _____ Dated: _____

   Village Manager on behalf of Village Owner

2. The Village Owner *approves/does not approve of the Buyer (*make choice)

   Signed: _____ Dated: _____

   Village Manager on behalf of Village Owner

Attachment 7 – Village Site Plan



Information Sheet

Disclosure Required by the Act

The Residential Parks (Long Stay Tenants) Act 2006 (WA) and accompanying Regulations have requested that the questions below be answered by the Village Owners.

We recommend that prospective Residents read and review the Residential Site Agreement to get a full understanding and appreciation of the summary answers given below to the questions raised under the Act.

1. Additional persons residing on a temporary basis on the Residential Premises

(1)	Are Residents required to pay charges for persons residing on a temporary basis on the Residential Premises?	☐ Yes ☑ No
(2)	Residents are not required to pay charges for additional persons residing on the Residential Premises unless the number of persons residing on the Residential Premises at a particular time exceeds the maximum number of persons who may use the Residential Premises as their principal place of residence under the Agreement.	No more than 2 people are allowed to permanently reside at a Residential Premises
(3)	If charges are payable under subclause (1) specify -	
	(a) when a person is to be considered to be residing on the Residential Premises for the purposes of the Agreement;	Not Applicable
	(b) any time of the year when the charges will not be payable;	Not Applicable
	c) whether charges for additional residents are payable only after a certain period of time. If yes, specify the period:	Not Applicable
	(d) whether charges for additional residents are payable if the Residential Premises have their own bathroom and toilet?	Not Applicable

2. Services and utilities

Service / Utility	**Included in Rent (mark "yes" or "no")**
Electricity Home – metered - personal consumption	Yes – special ofer
Gas	Not Applicable
Water Home – metered – personal consumption	No
Telephone Home	No
Internet	
Council Rates	Yes
Water Rates	Yes
Land Taxes	Yes
Electricity Common Areas and Village Facilities	Yes
Water Common Areas and Village Facilities	Yes
Management of Waste Water – no sewerage charges	Yes
Provision of Village Facilities and common areas	Yes
Repair and maintenance of Village facilities and common areas	Yes
Replacement of Village Facilities and common areas	Yes
Village garden and landscaping repair, maintenance and replacement	Yes
Use of Club House Village Facilities	Yes
Village Insurances – excluding Resident home and Contents	Yes
Staffing costs	Yes
Village management costs	Yes
Village Mini Bus – provision, repairs, maintenance and replacement	Yes
Other expenditure as incurred from time to time in the management of the Village	Yes

3. Pets

Are pets allowed? With prior written approval by the Village Owner, pet/s may be kept by Residents, but must be kept in accordance with the Village Rules and any local government laws for the relevant district. Failure to comply with the terms of this clause will mean approval is revoked and the pet/s need to be removed from the Village.	☑ Yes ☐ No

4. Shared Premises / Village Facilities

(1)	Are Shared Premises / Village Facility provided at the Village?	☑ Yes ☐ No

(2)	If yes, what are these Shared Premises / Village Facility?
	Village Facilities will be provided in accordance with the overall development plan approved by the Shire of Gingin:-
	• Club House incorporating
	  • lounge; meeting room/s; games rooms; domestic kitchen; coffee and servery area; admin office; sales office ;central letter box area;
	  • Gym area;
	  • Pool;
	• Activities shed;
	• Recycling area;
	• Roads and servicing infrastructures;
	• Pathways, general landscaped areas, shade structures and BBQ area;
	• Common productive landscape areas (additional fee may apply);
	• Caravan and boat parking area (additional fee of $10 per bay per week (CPI annual increase) will apply;
	• General storage area (additional fee dependent upon storage area (CPI annual increase) will apply;	

(3)	Are there any restrictions about the use of Shared Premises / Village Facilities? The use of the Village Facilities are in the main covered in the Village Rules, which is part of the Residential Site Agreement.	☑ Yes ☐ No
(4)	Are there mail facilities on the Village Your personal mail will be delivered to your designated Village mail box	☑ Yes ☐ No

5. Parking

How much car parking is available? Dependent upon the home a Residents selects, there will be at least one parking bay / carport per house. There will also be temporary parking bays at the Club House and at various other locations around the Village. There will also be a boat and caravan parking area which Residents can use for a fee of $10 per week.	

6. Selling a Relocatable Home or sub-letting or otherwise assigning the Residential Premises

(1)	Is a Resident permitted – • to sell a Relocatable Home owned by the Resident on the Residential Site? • to assign his or her interest under the Agreement or sub-let the Residential Premises	☑ Yes ☐ No ☐ Yes ☑ No
(2)	If yes, is the consent of the Village Owner required?	☑ Yes ☐ No
(3)	Do any other conditions apply? Clauses 31 and Attachment 6 are the main clauses in the Residential Site Agreement that deal with the sale of a home.	☑ Yes ☐ No

7. Restrictions on use of Residential Site

Are there any restrictions about what can be placed on the Residential Site? Only homes purchased from the Village Owner can be placed on the Residential Site.	☑ Yes ☐ No

8. Insurance requirements

(1)	Are there any requirements regarding insurance?	☑ Yes ☐ No
(2)	If yes, what are these requirements? Clause 39 of Residential Site Agreement deals with insurance requirement which in the main relate to a Resident is required to insured their home and contents insurance is recommended. Insurance policy or certificate of currency needs to be provided to the Village Manager annually.	

9. Requirements on Residents regarding gardening maintenance

Are there any requirements upon the Residents regarding gardening maintenance? Clause 24 and the Village Rules of Residential Site Agreement in the main deal with garden maintenance which in essence requires the Resident to • maintain all areas of the Residential Site, to a neat and tidy state, regularly and adequately watered, and free from rubbish and weeds; • not to install a garden unless and in accordance with the Village Owner's prior written approval;	☑ Yes ☐ No

10. Park liaison committee

(1) Is there a Village liaison / Residents' committee? (2) If yes — The Village Rules, which are part of the Residential Site Agreement, address this area of Residents committee. Once more than 20 homes are occupied a Residents committee will be formed. Their main role is to represent the interests of the Residents and to work with Management in a spirit of proactive cooperation to resolve any challenges in the best interests of the Village as a community. Their procedures and protocols will be developed as the Village develops.	☐ Yes ☑ No

Resident's Check List

Before you sign this Agreement, you should have completed the following

- ☐ I have received a copy of, and read, this Agreement.
- ☐ I have received a copy of, and read, the Village Rules.
- ☐ I have received a copy of, and read, the Code of Conduct.
- ☐ I have received a copy of, and read, the Village Grievance and Breach Policy.
- ☐ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.
- ☐ I have sought, or decided not to seek, independent legal advice.
- ☐ I have signed 2 copies of this Agreement.

Note: Under section 17(1)(b) of the Act, the Village Owner is required to give you a fully executed copy of this Agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the Village Owner fails to comply with this requirement, the Village Owner is liable to a fine of $5,000.

If you need general information about renting in a Lifestyle Village -

- call the Consumer Protection Contact Centre: 1300 30 40 54 or
- visit the Department of Commerce's website: www.commerce.wa.gov.au

Signed by Resident / Buyer

Name:	_____	_____
Signature:	_____	_____
Date:	_____	_____
Witness Name:	_____	_____
Signature:	_____	_____
Date:	_____	_____

12 REPORTS - CORPORATE AND COMMUNITY SERVICES

12.1 SUBLEASE OF PORTION OF THE GINGIN RAILWAY STATION - LOT 500 JONES STREET, GINGIN

File	CPT/90
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider a new Sublease Agreement (café tenancy) between Lovella Dela Cruz and the Shire of Gingin to sublease portion of the Gingin Railway Station building on Lot 500 Jones Street, Gingin.

BACKGROUND

At the Ordinary Council Meeting of 19 December 2017, Council agreed to enter into a five-year Head Lease with the National Trust of Western Australia for the Gingin Railway Station. The permitted use of the Gingin Railway Station authorises tenancies that support community and tourism related activities. The Gingin Railway Station has accommodated several tourist-focused tenancies, including a recent café outlet. This has been a catalyst for attracting visitors to the area and providing tourist information outside of the Community Resource Centre's (CRC's) operating hours.

Since the execution of this Head Lease, the day-to-day operations, other than those relating to subleasing, of the premises have been managed by the Gingin Community Resource Centre.

COMMENT

At the Ordinary Meeting of 17 March 2020, Council agreed to enter into a sublease agreement with Ms Alison Roberts for the café tenancy at the Gingin Railway Station. The tenant recently provided written notice of their intent to terminate the lease agreement largely due to the impact of COVID-19 on the patronage at the café. While the café closed on 9 May 2021, the tenant agreed to continue the lease payments until the lease expiry on 30 June 2021.

A prospective tenant has expressed interest in subleasing the vacant portion of the premises to operate a café, but is proposing a different offering to that of the previous tenant.

The current designated kitchen area in the Railway Station building is fitted out with appropriate commercial kitchen equipment and bench space installed prior to take up of the previous sublease. The prospective sublessee has been in discussions with the previous sublessor in relation to the potential purchase of other equipment installed by them in addition to that installed by the Shire.

A draft Sublease Agreement (**Confidential Appendix 12.2.2**) has been prepared, outlining the proposed obligations of both the Shire and the sublessee for the proposed new café tenancy. Terms of the draft agreement have been negotiated (with some information still to be provided). Once these have been resolved approvals will be sought from the National Trust of Western Australia and Minister for Lands, which are expected to be provided without issue.

As required by legislation a market rental valuation by a licenced valuer has been obtained and is provided to Council (**Confidential Appendix 12.2.1**).

The prospective tenant and relevant Shire Officers have also met onsite and have agreed upon the requirements of leasing the heritage listed building which are similar to those agreed with the previous tenant.

Section 3.58 of the *Local Government Act 1995* specifies how property may be disposed of by local government. Accordingly, if Council agrees to sublease portion of Lot 500 Jones Street, then it must give local public notice of the proposed disposition and consider any submissions made to it before a certain date (to be specified in the notice).

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 3 – Functions of local governments
Division 3 – Executive functions of local governments
Section 3.58 – Disposing of property

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

In addition to covering Council's rental under the Head Lease arrangement ($2,500pa) and providing for asset renewal, rental proceeds may be applied to provision of the site and tourism services.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Economic Development
Objective	To support economic development through the Shire's service delivery
Outcome	Tourist Playground – An internationally acclaimed tourist playground
Key Service Area	Economic Development & Tourism Infrastructure
Priorities	Support development of the Shire of Gingin as a premier tourist destination in alignment with the Northern Growth Alliance

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Balcombe

That Council:

1. **Authorise the Chief Executive Officer to give public notice of the proposed Sublease in accordance with s. 3.58 of the *Local Government Act 1995* and report back to Council if any adverse submissions are received; and**

2. **In the event that no adverse submissions are received at the conclusion of the public submission period, and subject to prior approval from the National Trust of Western Australia and the Minister of Lands, agree to:**

   a. **Enter into an agreement to sublease portion of the Gingin Railway Station building located at Lot 500 Jones Street, Gingin with Lovela Dela Cruz in accordance with the draft lease agreement provided at Appendix 12.2.1; and**

   b. **Authorise the Chief Executive Officer to finalise and execute the sublease document, including application of the Common Seal, on Council's behalf.**

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

12.2 LOT 413 (21) WEDGE STREET, LEDGE POINT - OUTSTANDING RATES

File	FIN/11 ; A916
Author	Andre Lake-Gow - Senior Rates Officer
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider accepting an offer to pay (a lesser amount) the outstanding rates debt from the Public Trustees acting for Mr Danny John McLean (ratepayer) in respect of Lot 413 (21) Wedge Street, Ledge Point.

BACKGROUND

The Shire was informed on 30 August 2018 that the Public Trustee was administering the ratepayer's financial affairs. All correspondence and rate notice were issued to the Public Trustees thereafter.

The Public Trustee advised that the ratepayer had a pensioner card., In response, officers emailed to the Public Trustees a pensioner rebate application, however this application was not completed.

On 6 September 2018, there was an outstanding rates balance of $3,544.78 for the 2017/18 and 2018/19 financial years. With no payments received, legal action commenced in December 2018 through a General Procedure Claim.

In January 2019, the Public Trustee responded to the General Procedure Claim advising there were no funds available. A family law settlement was in progress, and funds may become available if the property was sold. The Public Trustee advised that it was aware of the outstanding debt claim and would endeavour to make a payment if funds permitted. Another pensioner application was forwarded to the Public Trustee, who advised that the ratepayer was not entitled to a pensioner card.

The unpaid account was not pursued in the 2019/20 year. However, with no significant payments received since September 2017, legal action recommenced in November 2020 with a Final Notice issued, followed by a General Procedure Claim lodged in December 2020. Judgement was awarded in January 2021.

The Public Trustee, in responding to the Judgement Claim suggested that the proceedings and the Judgement were irregular with the potential to be set aside. It argued that the Judgement was obtained against the ratepayer without appointment of a litigation guardian when the Shire had previously received notice that the ratepayer was a person under a disability.

The current balance on the rates account for Lot 413, (21) Wedge Street, Ledge Point is $12,348.61, which is made up of:

Current			
	Rates	$1,456.18	
	Rubbish Charge	$226.00	
	Waste Management	$114.00	
	ESL	$105.90	
	Interest	$1,314.73	
	Legal Charges	$3,953.01	$7,169.82
Arrears			
	Rates	$4,262.81	
	Rubbish Charge	$437.00	
	Waste Management	$217.00	
	ESL	$261.98	$5,178.79
	Total		**$12,348.61**

The Public Trustee has offered a settlement on the account of $9,649.47 in full and final settlement of the judgement, which reflects the January 2021 Judgement claim plus their calculation of interest to 11 June 2021. This is $2,699.14 below the outstanding balance.

COMMENT

This offer represents a second (increased) offer presented by the Public Trustee and follows ongoing negotiations between the Shire's administration and the Public Trustee since February of this year. While further negotiations may continue, any potential outcome gain will only be diminished by ongoing legal costs in achieving it. As detailed in the breakup of the outstanding debt, a significant portion of the balance is made up of legal costs. Equally, continuing the action may risk the total balance being set aside if tested.

It is therefore recommended that Council accept the offer of $9,649.47 for full and final settlement of the judgement on outstanding rates relating to Lot 413 Wedge Street, Ledge Point and approve write-off of the remaining $2,699.14.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 6 – Financial management
Division 4 – General financial provisions
Section 6.12 – Power to defer, grant discounts, waive or write off debts
Division 6 – Rates and service charges
Section 6.39 – Rate record

Section 6.12 of the *Local Government Act 1995* (the Act) empowers Council to grant concessions, waive or write off any amount of money that is owed to the local government.

Council Delegation 2.2 Waive or Grant Concessions on Money Owed to the Shire empowers the Chief Executive Officer to write off amounts up to a maximum of $1,000. Therefore, in this instance a Council resolution is required.

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

The write-off will be costed against Council's Impairment of Receivables provision.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	5. To demonstrate effective leadership, governance and advocacy on behalf of community
Outcome	5.1 Values Our Organisational/business values are demonstrated in all that we do.
Key Service Area	Financial Management
Priorities	Nil

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Court SECONDED: Councillor Johnson

That Council:

1. Accept the offer of $9,649.47 from the Public Trustees on behalf of Danny McLean in full and final settlement of outstanding rates and charges for Lot 413 (21) Wedge Street, Ledge Point, and

2. Authorise the write-off of $2,699.14 being the remaining balance of rates and charges outstanding on the property.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

12.3 LIST OF PAID ACCOUNTS FOR THE PERIOD ENDING 30 JUNE 2021

File	FIN/25
Author	Tania Ladner - Accounts Payable Officer
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to note the payments made in June 2021.

BACKGROUND

Council has delegated authority to the Chief Executive Officer (CEO) to exercise the power to make payments from the Municipal Fund. The CEO is required to present a list to Council of those payments made since the last list was submitted.

COMMENT

Accounts totalling $1,957,945.69 were paid during the month of June 2021.

A detailed payment schedule has been provided to Councillors and can be made available to the public for viewing at the Shire's Gingin Administration Centre and Lancelin Office upon request. The schedule covers:

• Municipal Fund electronic funds transfers (EFT)	$1,369,683.71
• Municipal Fund cheques	$52,580.53
• Municipal Fund direct debits	$175,265.24
	$1,597,529.48

Bank Statement

• Bank fees and charges	$2,507.63
• Wages and salaries	$289,470.33
• Police licensing	$68,438.25
	$360,416.21
Total Municipal Expenditure	**$1,957,945.69**
Total Trust Fund Expenditure	**$0**
Total Expenditure	**$1,957,945.69**

All invoices have been verified, and all payments have been duly authorised in accordance with Council's procedures.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
s.6.4 – Financial Report

Local Government (Financial Management) Regulations 1996
Reg. 13 – Payments from municipal fund or trust by CEO

Shire of Gingin Delegation Register – Delegation 2.1 Payment of Creditors

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Resource requirements are in accordance with existing budgetary allocations.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	5. To demonstrate effective leadership, governance & advocacy on behalf of the community
Outcome	5.1 Values Our Organisational & Business Values are demonstrated in all that we do
Key Service Area	Financial Management
Priorities	Priorities N/A

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Lobb

That Council note all payments made by the Chief Executive Officer under Delegation 2.1 for June 2021 totalling $1,957,529.69 as detailed in the schedule provided to Councillors comprising:

- **Municipal Fund electronic funds transfers (EFT) $1,369,683.71**
- **Municipal Fund cheques $52,580.53**
- **Municipal Fund direct debits $175,265.24**

Bank Statement

- **Bank fees and charges $2,507.63**
- **Wages and salaries $289,470.33**
- **Police licensing $68,438.25**

Trust Fund $0

CARRIED UNANIMOUSLY 8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

13 REPORTS - REGULATORY AND DEVELOPMENT SERVICES

13.1 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED CHANGE OF USE - SHOP AND AMUSEMENT PARLOUR AND APPLICATION FOR RETROSPECTIVE DEVELOPMENT APPROVAL FOR ALFRESCO AREA AT LOT 206 (1) MULLINS STREET, GUILDERTON

File	BLD/2848
Applicant	Moore River Roadhouse
Location	Lot 206 (1) Mullins Street, Guilderton
Owner	Guilderton Custodian Pty Ltd
Zoning	Town Centre
WAPC No	Nil
Author	Matthew Tallon – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Location Plan, Aerial Imagery and Applicants Proposal [**13.1.1** - 8 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a Change of Use from 'Caretakers Dwelling' to a 'Shop 'and 'Amusement Parlour' at Lot 206 (1) Mullins Street, Guilderton. The proposal also includes a retrospective component for the rear alfresco area.

BACKGROUND

The subject property is located at the entrance to the Guilderton townsite on the corner of Mortimer Road and Mullins Street. It has been developed and known as the Moore River Roadhouse. The subject lot contains a service station and caretaker's dwelling within the 2599m^2 lot area.

The caretaker's dwelling was initially approved on 6 June 1997, and this building is the area subject to this development application. Since development, the premises received a change of use approval for 'Tea Rooms' (Restaurant) on 16 October 2003. The Shire has no evidence of this change of use being enacted as the building was not altered from a residential dwelling to a commercial building.

The proponent wishes to relocate retail goods and services from another ceased commercial lease in the Guilderton Townsite.

The proposal seeks approval to change the caretaker's dwelling land use to consist of the following:

- Linen/bedding, giftware, hardware;
- Takeaway drinks and packaged ice creams;
- Four (4) arcade style gaming machines; and
- Operable 7 days a week from 8am to 6pm, with two staff members.

The above operation is comprised of Shop and Amusement Parlour land uses which have the following definitions under Local Planning Scheme No. 9 (LPS 9).

Shop *means premises used to sell goods by retail, hire goods, or provide services of a personal nature (including a hairdresser or beauty therapist) but does not include a showroom or fast food outlet;*

Amusement Parlour *means premises open to the public, where the predominant use is for amusement by means of amusement machines and where there are more than 2 amusement machines operating within the premises;*

Shop is a 'P' (permitted) land use and an Amusement Parlour is a "D' (discretionary) land use in the Town Centre zone.

The applicant states that their main customer base will be children accessing the property via foot or bicycle.

The proposal essentially seeks to avoid overcrowding of floor space within the service station with materials that are planned to be relocated from another shop in town.

The Alfresco area for which retrospective development approval is sought provides an outdoor seating area for patrons of the shop and amusement parlour and may be used by patrons of the service station given the shared management.

Council consideration is required as Administration does not have delegated authority to consider an application which varies car parking requirements under LPS 9.

A location plan and a copy of the applicant's proposal are attached as **Appendix 13.1.1.**

COMMENT

Stakeholder Consultation

The application was not made available for public comment as the land use classification of a Shop is a 'P' (permitted) uses and an Amusement Parlour is a 'D' (discretionary) use, with no requirement for advertising.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The objectives of the Town Centre zone are as follows:

a. *promote, facilitate and strengthen the town centre zone as the principal focus of the district in terms of shopping, professional, administrative, cultural, entertainment and other business activities;*

b. *accommodate a diversity of commercial, cultural and residential facilities;*

c. *encourage the integration of existing and proposed facilities within the zone so as to promote ease of pedestrian movement and the sharing of infrastructure, as well as to retain the opportunity for any future expansion of the area;*

d. *provide for the efficient and safe movement and parking of vehicles; and*

e. *ensure that buildings, ancillary structures and advertising are of high quality and contribute to the uniqueness of the townscape.*

The subject lot is zoned 'Town Centre'. It currently accommodates the Moore River Roadhouse and a Caretaker's Dwelling.

The proposed change of use from 'Caretaker's Dwelling' to Shop and Amusement Parlour is considered to meet the Town Centre objectives for the following reasons:

4.8.2 Town Centre

4.8.2.1 Development within the Town Centre zone shall have regard for the particular character, townscape and sense of place of the local area.

Officer comment

The development (building) is existing, with the service station and caretaker's dwelling only sharing common boundaries with a Recreation reserve (Reserve No. 27949 vested in the Shire of Gingin). This proposal does not entail any works component and does not materially alter the site.

4.8.2.4 Building Materials
Each façade or wall of a building facing any street or public place shall be constructed of brick, stone, concrete or glass or combinations of two or more of these materials or similar material as approved by local government to the wall height of the building or to a minimum height of 3 metres.

Officer comment

There are no external changes to the building's façade.

4.8.2.5 Refuse Storage Areas
All developments shall provide at least one refuse storage area readily accessible to service vehicles and screened from view from a public street by a close fence, wall or screen landscaping no less than 1.8 metres in height.

Officer comment

The building the subject of this change of use application is not screened from the refuse storage area for the service station, which is also exposed to the adjoining reserve. As such, the officer recommends installation of screening devices in the courtyard area to prevent patrons from viewing and accessing the refuse storage area.

4.8.2.6 Storage Yards
A person shall not use land for open storage purposes unless it is screened from public view by a fence or wall to the satisfaction of the local government.

Officer comment

Noted, to be included as an advice note in the officer's recommendation.

Parking

'Table 3 – Parking Requirements' under LPS 9 designates the amount of parking required for the proposed land use based on the gross leasable area of the development. In this instance the land uses 'shop' and 'amusement parlour' are identified within Table 3 - Parking Requirements with the following provision:

Shop
1 bay per 20m^2 gross leasable space

Amusement Parlour
1 bay per 15m^2 gross leasable space

As the subject lot contains parking set aside for the Service Station land use with no formally line marked bays or segregated staff parking area, the officer suggests the existing car parking area to the south of the lot and fronting the proposal area for new parking.

The existing building consists of a 90m^2 gross leasable floor space, The parking allocation as required under LPS 9 is outlined in the table below:

Land use	LPS 9 Car parking requirement	Proposed
Service Station	1.5 per service bay = **6 bays** 1 per staff member = **2 bays**	10 bays
Shop	1 per 20m^2 gross leasable area The shop and lunch bar area consists of an internal floor area of approximately 70m^2 therefore **4 bays** are required	0 bays
Amusement Parlour	1 bay per 10 m^2 gross leasable space The amusement parlour area consists of approximately 24m ^{2} therefore **2 bays** are required	0 bays
Total	14 bays required	10 bays provided
Parking Shortfall	**4 bays**	

The service station requires six bays for the overall service bay area, being four fuel pumps and two more for an approximate number of staff members. There is currently a provision of approximately five bays to the north of the lot and five bays to the south of the lot (nearer the proposal area). The officer notes that suitable arrangements are required with respect to universal access, and as such one of the bays will be required to be made accessible in accordance with AS/NZS 2890.1:2004.

As can be seen, this proposal results in a shortfall of four bays. The number of bays is approximate as the car parking areas are not line marked, and therefore the officer has taken measurements of the area calculating the number of bays that can be formalised in that space.

The officer is of the view that the overall development on the lot consisting of an existing service station/convenience store and a change of use to a shop and amusement parlour can be sufficiently serviced via parking and end of trip facilities (ie bike racks).

Given the Applicant's justification that the majority of customers will access the shop via foot and bike traffic, Administration is of the view that end of trip facilities should be included to cater for the dynamic forms of transport while providing a less than sufficient (as calculated by LPS 9) number of car parking bays.

Although there is a provision for cash in lieu where there is a parking shortfall, it is considered that the shortfall is minor and balanced via the inclusion of end of trip facilities) and walkability to the subject site.

Planning and Development (Local Planning Scheme) Regulations 2015 (Deemed Provisions)

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. The following matters are addressed below:

(s) the adequacy of —
(i) the proposed means of access to and egress from the site; and
(ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;

Officer comment

The site is accessible via a crossover from Mortimer Road and also to Mullins Street. The existing servicing area is sufficient to service both businesses.

(u) the availability and adequacy for the development of the following —
(iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities);
(v) access by older people and people with disability;

Officer comment

As previously noted, the applicant provides the justification that the majority of their customers will be children accessing the site on foot and by bicycle utilising the footpath connecting to the foreshore. As such the officer recommends bicycle storage (bike racks) should be provided. This is recommended as a condition of approval to be enacted prior to the operation of the land use in the event Council approves the proposal.

The existing building contains a toilet, however this is proposed to be retained for staff only. There are toilet facilities in the adjoining building (service station) which are made available to all patrons.

The subject site does not have stairs or extreme level changes, however the subject building requires a ramp in order to make it universally accessible. The internal layout of the building may also require remediation works to allow universal accessibility/manoeuvring. However, this will be addressed through the building permit stage.

State Planning Policy 3.7 – Planning in Bushfire Prone Areas

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being bushfire prone. As the development was initially developed prior to the introduction of SPP 3.7 into the WA Planning Framework, it does not comply with the various considerations and requirements applied in the current framework.

For the purpose of applying the policy pragmatically, as there is no works component a BAL assessment and Bushfire Management Plan are not required. However, in responding to the identified bushfire risk to the lot and subsequent development, an Emergency Evacuation Plan (EEP) is an appropriate requirement in this instance.

Given the above, the officer has included a requirement for an EEP to be prepared and implemented to the satisfaction of the Shire of Gingin prior to the use of the development in the event that Council approves the proposal.

Summary

This proposed change of use activates a private space within the Town Centre zone of Guilderton to become publicly accessible and utilised for the purposes intended for the zone. As such the officer recommends that Council approves the development application subject to appropriate conditions.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Gingin - Local Planning Scheme No. 9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	*Infrastructure and Development*
Objective	*3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner*
Outcome	*3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes*
Key Service Area	*Building And Planning Permits*
Priorities	*N/A*

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Rule

That Council grant Development Approval for a Change of Use from 'Caretaker's Dwelling' to a 'Shop and Amusement Parlour' and Retrospective Development Approval for an Alfresco at Lot 206 (1) Mullins Street, Guilderton subject to the following conditions:

1. **The change of use relates to the building outlined in RED INK on the approved plans and is limited to a Shop and Amusement Parlour as indicated on the approved plans.**

2. **Prior to the commencement of the land use, the landowner/occupant shall undertake works to provide a bike rack within the subject allotment to the satisfaction of the Shire of Gingin;**

3. **Prior to the commencement of the land use, the landowner/occupant shall undertake works to provide universal accessibility to the shop to the satisfaction of the Shire of Gingin;**

4. **Prior to the commencement of the land use, the car parking areas shall be line marked in accordance with AS/NZS 2890.1:2004, including the provision of a universally accessible car parking space as indicated on the approved plan in RED INK and to the satisfaction of the Shire of Gingin;**

5. **The hours of operation are limited to 7 days a week from 8am – 6pm;**

6. **Prior to the commencement of the land use, the refuse storage area at the rear of the lot shall be screened to prevent visibility and access from the shop and alfresco area as indicated on the approved plan in RED INK to the satisfaction of the Shire of Gingin;**

7. Prior to the commencement of the approved use, an Emergency Evacuation Plan (EEP) shall be submitted to and approved by the Shire of Gingin; and

8. Prior to the implementation of this approval the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the *Transfer of Land Act 1893* to be registered on the title to the land as notification to prospective purchasers as follows:

   Bushfire Prone Area – This lot is located in a bushfire prone area. Additional planning and building requirements may apply to development on this land.

Advice Notes

Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*;

Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect;

Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained;

Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Public Health Act 2016*, which is to be approved by the Shire of Gingin;

Note 5: The operation will be required to comply with the *Environmental Protection (Noise) Regulations 1997*;

Note 6: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property; and

Note 7: This planning approval shall not be construed as an approval or support of any kind for any other planning related application (including subdivision) on the subject land.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*



SHIRE OF GINGIN

7 Brockman St
Gingin WA 6503
P: 08 9575 5100
255 Vins Way
Lancelin WA 6044
P: 08 9575 5155
E: mail@gingin.wa.gov.au

Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.

Lot 206 (1) Mullins Street, Guilderton
LOCATION PLAN

Scale: 1:1887

Date: 2/06/2021

N



SHIRE OF GINGIN
HISTORY | BEAUTY | PROSPERITY

7 Brockman St
Gingin WA 6503
P: 08 9575 5100
255 Vins Way
Lancelin WA 6044
P: 08 9575 5155
E: mail@gingin.wa.gov.au

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Lot 206 (1) Mullins Street, Guilderton
Aerial Imagery

Scale: 1:1200

Date: 2/06/2021

N

29.03.2021

To whom it may concern,

I am writing to ask if I can please make the south building of the Moore river roadhouse into retail/shop use. I have attached site map, 4 car bays will be made for the building. I Believe a lot of the business will be street walkers and push bikes with kids for the gaming machines.

There will be no requirements for any work or changes to the property.

The kitchen will be used purely for takeaway coffee and takeaway milkshakes nothing else. The laundry will not be used and the toilet will be for staff use only.

The gaming arcades have 4 games. There will be no prizes its more something for the kids to do.

The rest of the property will be selling giftware, bedding and hardware.

The hours of operation would be from 8am till 7pm. 7 days a week.

Signage will just be a flag on the grass and on the fence. There will be a security system put in place.

If you require any more information or would like to come and see the property, please let me know.

The owner of the property is aware of what I would like to do.

Kind regards

Amanda Williams

[redacted]

Mat,
Further to yours and Roz's visit to site.
1. The rear outside patio area will be partially enclosed by open trellis to stop any persons entering the back area. Also a gate will be added to keep the roadhouse back seperate from the transportable.

2. The flag sign is just a flag sign. Why would you want a photo and why would I need approval for a flag sign? Does everyone/ business that puts flag signs out need approval? Its a tear drop coffee sign. the other one is a giftware tear drop sign.

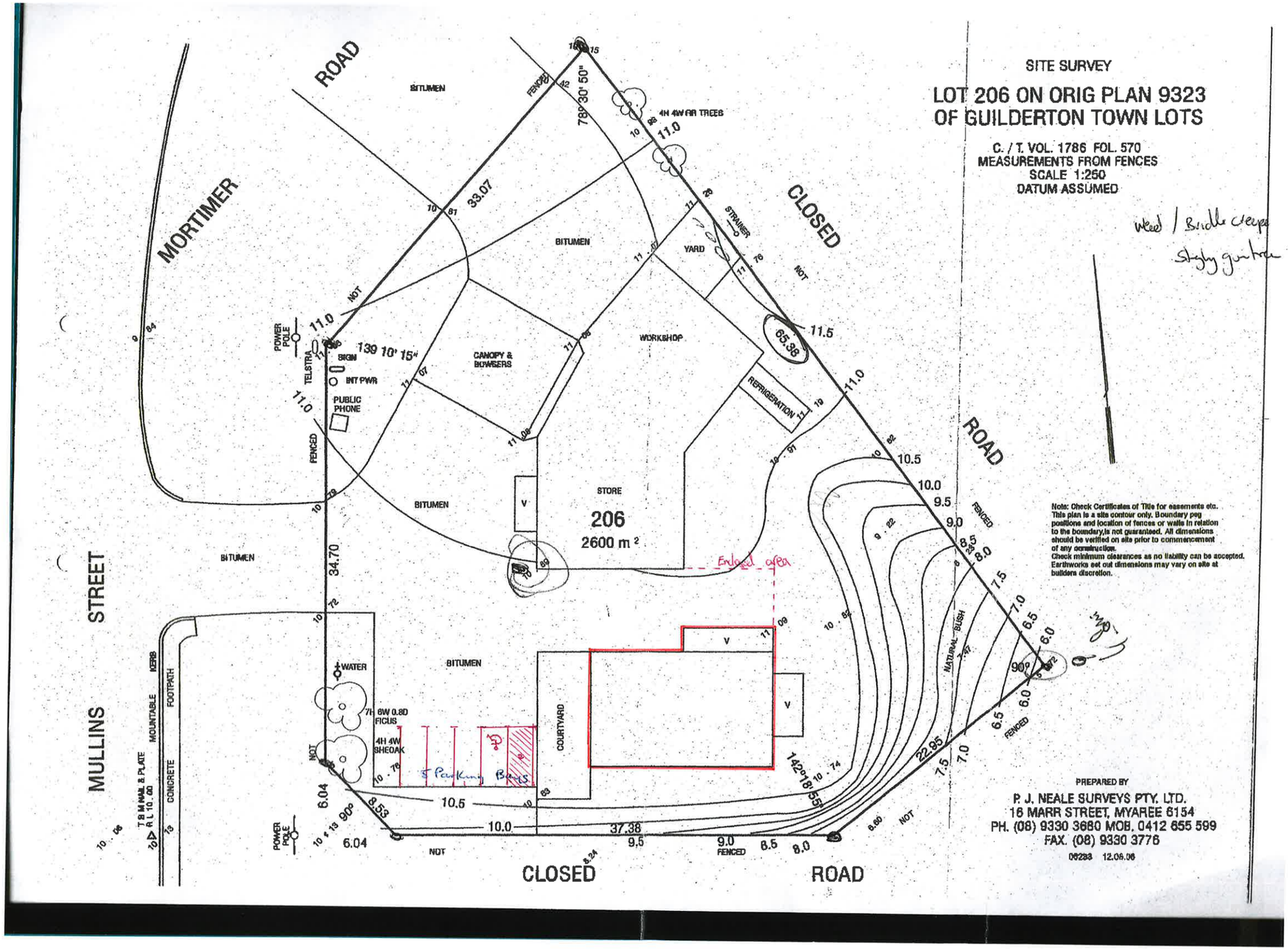
3. The serving area for take away drinks will be now included under the patio area . Through the window. Where I was going to have an icecream freezer we are going to take the glass out of frame, put a roll a door or some other door to secure the building and small ledge , with stainless steel bench on outside.

4.As I told you at the meeting re the driveway. the cars will not be parked in the driveway during operating hours.
I also made mention that the driveway will be resealed . I have a quote but the contactor could not do it for a couple of weeks.
Hope this clarifies all these points now to start this process of approval
regards
Kerry Enright

5.

Virus-free. www.avast.com

[redacted]


SITE SURVEY
LOT 206 ON ORIG PLAN 9323
OF GUILDERTON TOWN LOTS
C. / T. VOL. 1786 FOL. 570
MEASUREMENTS FROM FENCES
SCALE 1:250
DATUM ASSUMED
Weed / Bridle creeper
Shady garden
MORTIMER ROAD
MULLINS STREET
CLOSED ROAD
CLOSED ROAD
BITUMEN
FENCED
4H 4W GR TREES
78° 30' 50"
33.07
STRAINER
YARD
NOT
11.0
POWER POLE
TELSTRA
SIGN
INT PWR
PUBLIC PHONE
139 10' 15"
CANOPY & BOWSERS
WORKSHOP
65.38
11.5
REFRIGERATION
STORE
206
2600 m²
Enlarged open
34.70
WATER
7H 6W 0.8D FICUS
4H 4W SHEOAK
Parking Bays
COURTYARD
KERB
MOUNTABLE
FOOTPATH
CONCRETE
T.B.M. NAIL & PLATE R.L. 10.00
6.04
8.53
10.5
10.0
37.38
9.5
9.0
8.5
8.0
6.60
142° 18' 55"
22.95
7.5
7.0
6.5
6.0
NATURAL BUSH
90°
Note: Check Certificates of Title for easements etc. This plan is a site contour only. Boundary peg positions and location of fences or walls in relation to the boundary,is not guaranteed. All dimensions should be verified on site prior to commencement of any construction.
Check minimum clearances as no liability can be accepted. Earthworks set out dimensions may vary on site at builders discretion.
PREPARED BY
P. J. NEALE SURVEYS PTY. LTD.
16 MARR STREET, MYAREE 6154
PH. (08) 9330 3680 MOB. 0412 655 599
FAX. (08) 9330 3776
06233 12.06.06



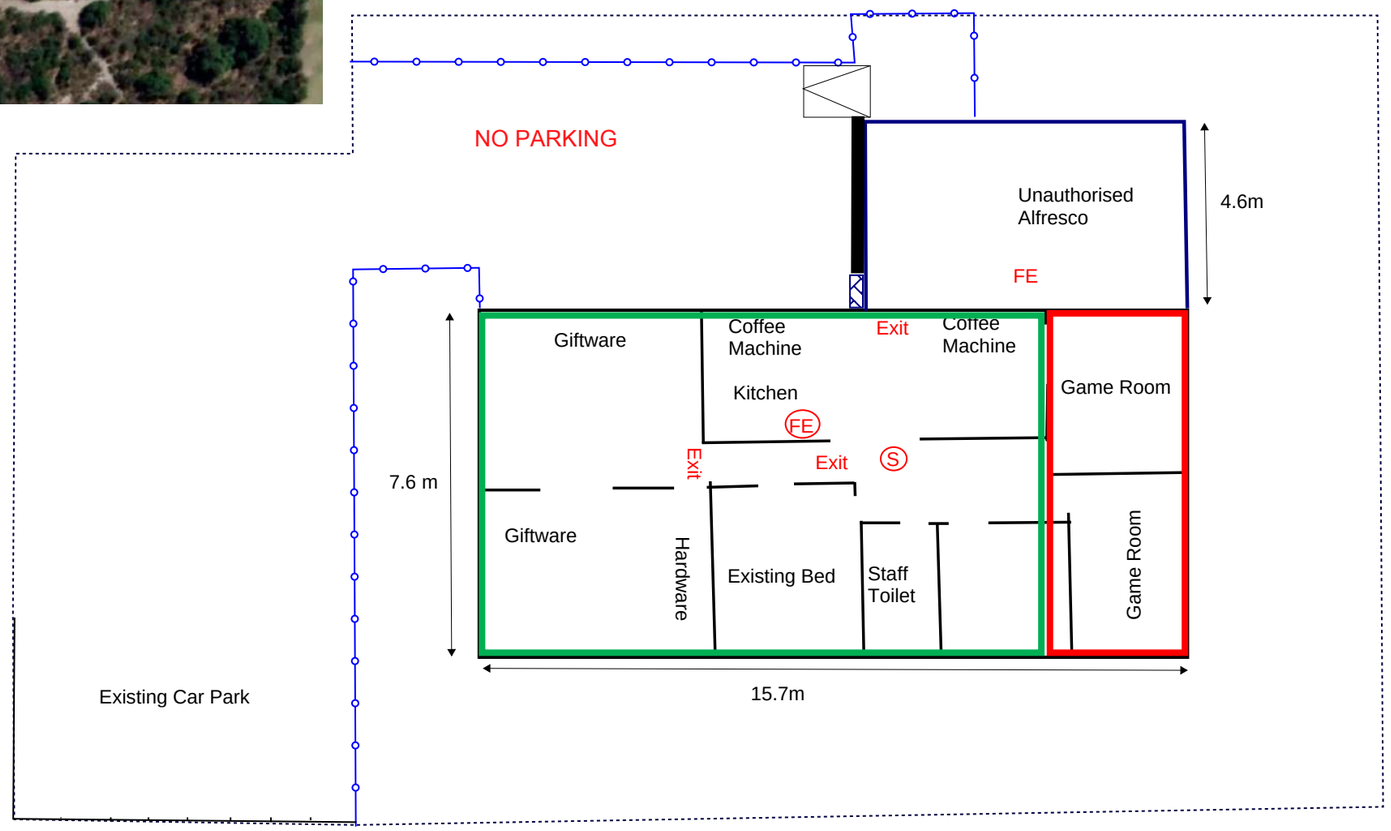
FE - Fire extinguisher

S - Smoke Alarm

EEDDY Group Pty Ltd
Verified Document
BCS 2096
16/06/2021

SHOP

AMUSEMENT PARLOUR



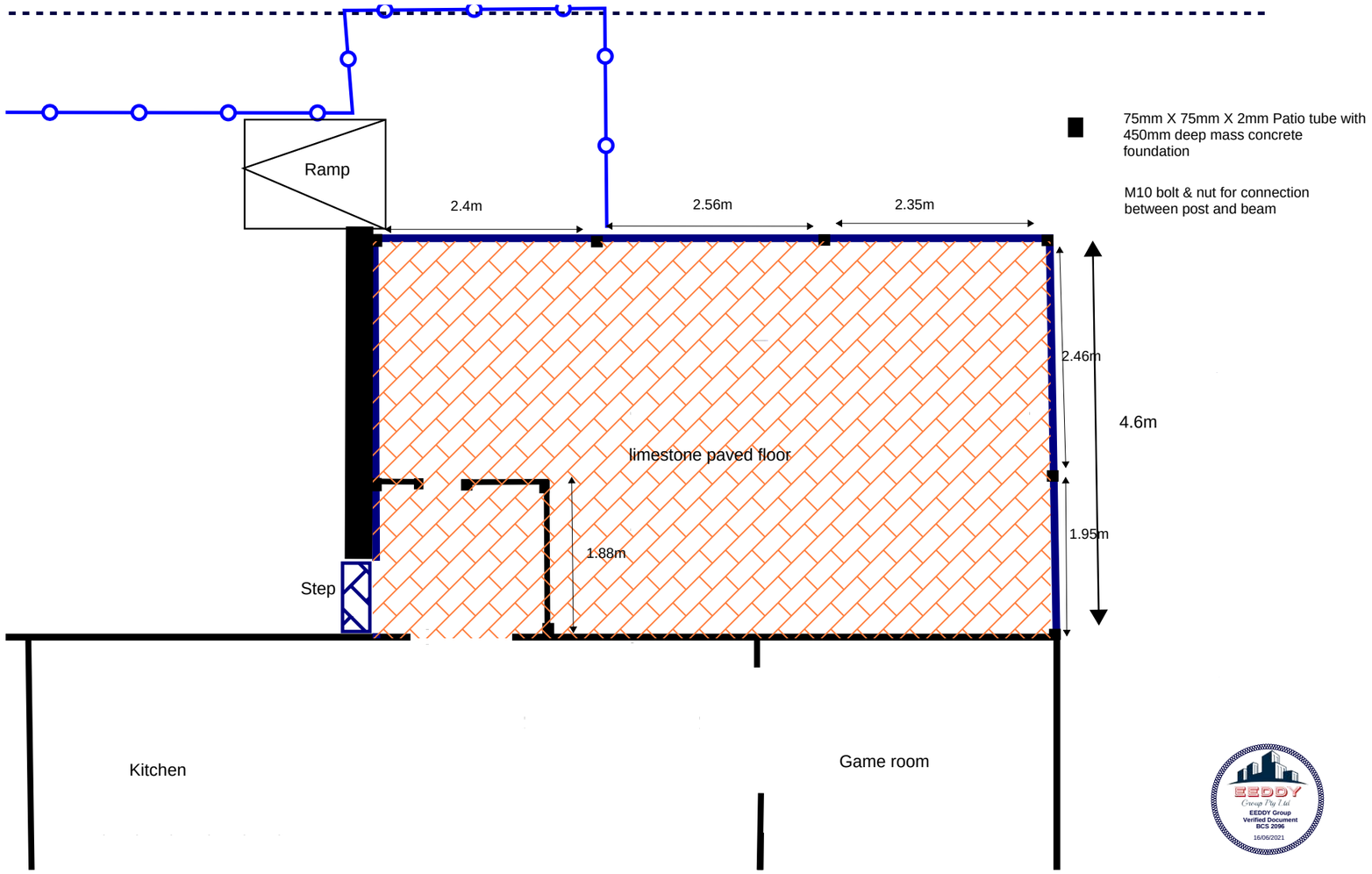
Verified and Certified
Senthuran Tharmarajah
PGDip - UNISA, MSc Civil Eng - London South Bank University
Senior Building Surveyor I Structural Engineer
BSP 2329 | MIEAust 3901293

Client: Kerry Enright / Amanda Williams
Address: 1 Mullins Street Guilderton, WA6041
Authority: Shire of Gingin

Details are not to scale
Soil Condition - Sandy / Class A
Wind Region - A
Wind Classification - N4
Drawing No: EG2207 - 1
Drawing Title: Partial Site plan

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Email: admin@eeddy.com.au
Web: eeddy.com.au
License No: BCS2096

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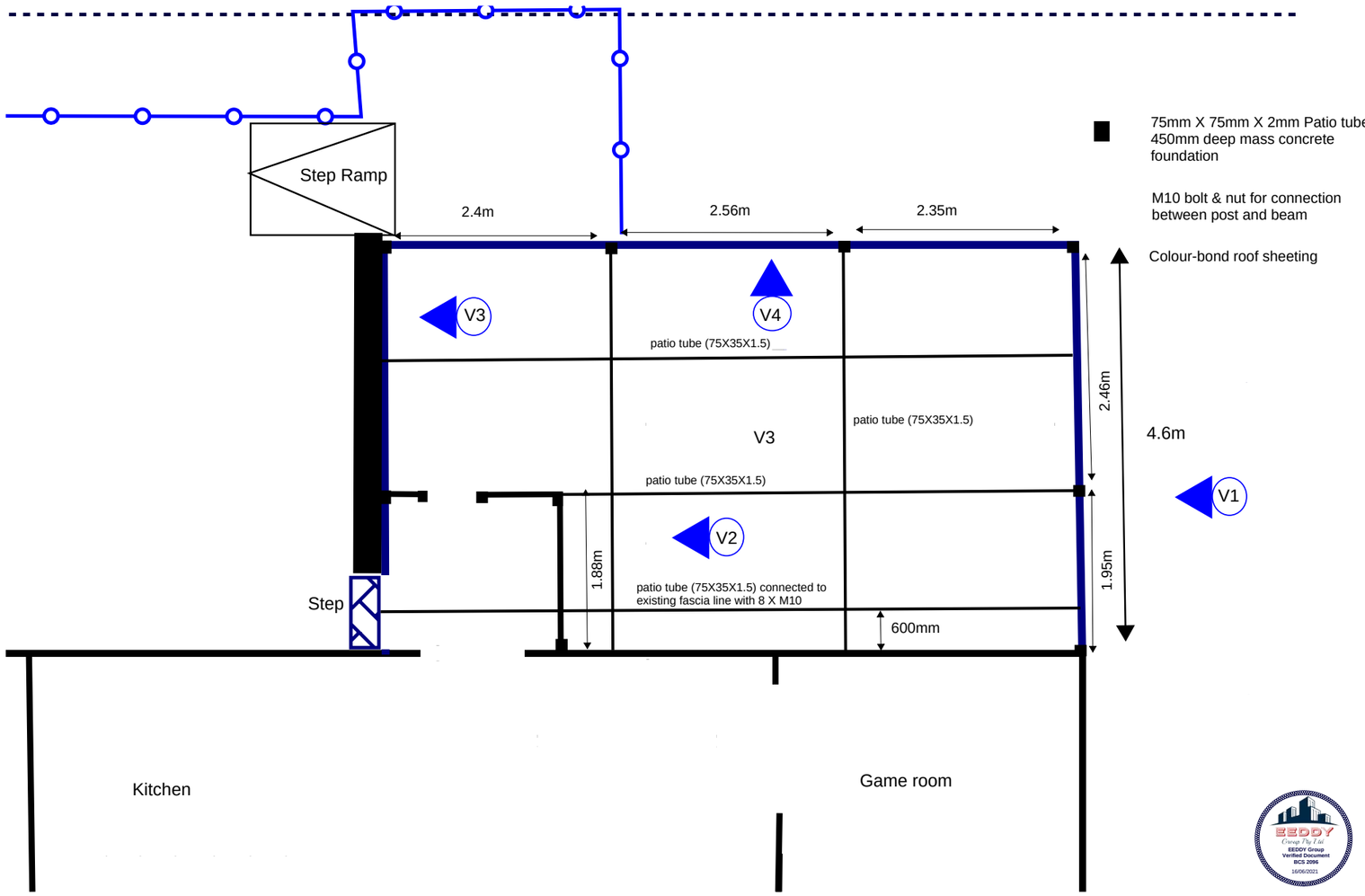
Verified and Certified
Senthuran Tharmarajah
PGDip - UNISA, MSc Civil Eng - London South Bank University
Senior Building Surveyor I Structural Engineer
BSP 2329 | MIEAust 3901293

Client: Kerry Enright / Amanda Williams
Address: 1 Mullins Street Guilderton, WA6041
Authority: Shire of Gingin

Details are not to scale
Soil Condition - Sandy / Class A
Wind Region - A
Wind Classification - N4
Drawing No: EG2207 - 2
Drawing Title: Alfresco Floor Plan

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Email: admin@eeddy.com.au
Web: eeddy.com.au
License No: BCS2096

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Senthuran Tharmarajah
PGDip - UNISA, MSc Civil Eng - London South Bank University
Senior Building Surveyor I Structural Engineer
BSP 2329 | MIEAust 3901293

Client: Kerry Enright / Amanda Williams
Address: 1 Mullins Street Guilderton, WA6041
Authority: Shire of Gingin

Details are not to scale
Soil Condition - Sandy / Class A
Wind Region - A
Wind Classification - N4
Drawing No: EG2207 - 3
Drawing Title: Alfresco Roof Plan

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Web: eeddy.com.au
License No: BCS2096

13.2 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED OUTBUILDING ON LOT 92 (11) JONES STREET, LEDGE POINT

File	BLD/7290
Applicant	Action Sheds Australia
Location	Lot 92 (11) Jones Street, Ledge Point
Owner	Jennifer Williams
Zoning	Residential
WAPC No	N/A
Author	James Bayliss – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Location Map - Lot 92 (11) Jones Street, Ledge Point [**13.2.1** - 1 page] 2. Applicant's Proposal [**13.2.2** - 3 pages] 3. Schedule of Submissions and Recommended Responses [**13.2.3** - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed outbuilding and retaining wall on Lot 92 (11) Jones Street, Ledge Point.

BACKGROUND

The Shire has received an Application for Development Approval for a proposed outbuilding on the subject lot, which is 1,214.7m^2 in area. The property currently contains an existing single house on the front portion of the property.

The land has a relatively steep gradient, tapering from the front boundary up to the rear boundary. The subject land has three distinct levels, separated by retaining walls which create a terraced layout. The proposed outbuilding is located on the terraced rear portion of the property.

The outbuilding is 15 metres in length and 8 metres in width (120m^2) and includes a patio 3 metres in length and 8 metres in width (24m^2) adjoining the eastern portion of the structure. The proposed outbuilding has a wall height of 3.6 metres, tapering to a ridge height of 5.03 metres.

The proposed outbuilding is set back 1.5 metres from the side (northern) boundary and 1.5 metres from the rear (western) boundary.

The application includes the installation of a retaining wall 1 metre from the northern and western lot boundaries, adjacent to the proposed outbuilding. The retaining walls are required due to site works involving cutting of the land to provide a level pad for the outbuilding. The land will be cut (excavated) 730mm in the north-western corner, tapering to 360mm as it extends east and tapering to 600mm at it extends south. Cutting of the land will result in less building bulk than the outbuilding would otherwise contribute to adjoining properties and reduces the overall visual impact.

The proposal seeks variations to Clause 5.4.3 – Outbuildings of State Planning Policy 7.3 - Residential Design Codes Volume 1 (R-Codes) in regards to the wall height, ridge height and overall area of the outbuilding. The proposal also seeks a variation to Local Planning Policy 2.1 – Residential Outbuildings (LPP 2.1) with respect to the proposed ridge height being 5.03 metres in lieu of 5 metres.

A location plan is provided as **Appendix 13.5.1**.

A copy of the applicant's proposal is provided as **Appendix 13.5.2**.

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. The Shire received one submission which was provided as a general comment. As a result of those comments, the applicant submitted revised plans notating the site works. The submitter was provided with the revised plan for further review and subsequently advised of no concerns regarding the proposed development.

A copy of the Schedule of Submissions and Recommended Responses is provided as **Appendix 13.5.3**.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject land is zoned Residential R12.5/20 under LPS 9, the objectives of which are to:

"a) Provide for a range of housing types and encourage a high standard of residential development;

b) Maintain and enhance the residential character and amenity of the zone;

c) Limit non-residential activities to those of which the predominant function is to service the local residential neighbourhood and for self-employment or creative activities, provided such activities have no detrimental effect on the residential amenity; and

d) Ensure that the density of development takes cognisance of the availability of reticulated sewerage, the effluent disposal characteristics of the land and other environmental factors."

The scale of the proposed outbuilding is generally consistent with LPP 2.1 which was prepared having regard to the abovementioned objectives.

Clause 5.2.2 of LPS 9 states:

"Unless otherwise provided for in the Scheme, the development of land for any of the residential purposes dealt with by the Residential Design Codes is to conform to the provision of those codes."

State Planning Policy 7.3 - Residential Design Codes Volume 1 (R-Codes)

The R-Codes provide a comprehensive basis for the control of residential development throughout Western Australia. When a development does not meet with the deemed-to-comply provisions, the application is assessed against the associated design principles to determine whether the variation is acceptable. The R-Codes define an 'Outbuilding' as:

"An enclosed non-habitable structure that is detached from any dwelling."

The deemed-to-comply provisions of the R-Codes relating to Outbuildings stipulate, amongst other things, that the overall collective area does not exceed 60m^2, and that a wall height of 2.4 metres and an overall height of 4.2 metres are not to be exceeded. The proposed wall height is 3.6 metres, with an overall height of 5.03 metres and an area of 120m^2. Given the proposal does not satisfy the deemed-to-comply provisions, the outbuilding is assessed against the associated 'Design Principle' which states:

"Outbuildings that do not detract from the streetscape or the visual amenity of residents or neighbouring properties."

The outbuilding is positioned at the rear of the lot. This provides a substantial setback from the front lot boundary, which does assist in alleviating the extent of visual impact on the existing streetscape. This notwithstanding, the land is elevated which will likely result in the structure being relatively prominent and viewable from the street. Adjoining properties contain outbuildings at the rear of those sites and this development is therefore not out of place.

Local Planning Policy 2.1 – Residential Outbuildings

The Shire adopted LPP 2.1 in January 2013 to complement the provisions of the R-Codes relating to outbuildings to better reflect community expectations.

'Clause 3.5 – Scale of Outbuilding Development' outlines the maximum allowable standards for outbuildings throughout the Shire based on lot size and location. The table below is applicable to the subject lot.

TOWNSITE	STANDARD	MAXIMUM	PROVIDED
Coastal ($1,001m^2$ – $4,000m^2$)	Area Wall Height Overall Height	$120m^2$ 3.6m 5.0m	$120m^2$ - compliant 3.6m - compliant 5.03m - non-compliant

LPP 2.1 provides dimensions for the maximum allowable standards that are considered to be acceptable throughout the Shire as stated in Clause 3.5. The development seeks a variation to the overall height (30mm) which is minor and is viewed as acceptable.

Summary

In summary, the proposed outbuilding seeks a variation to 'Local Planning Policy 2.1 – Residential Outbuildings' and the R-Codes. The site works alleviate the minor variation to the overall height of the outbuilding and in this instance the proposal is supported.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015
Schedule 2 – Deemed Provisions for Local Planning Schemes

Local Planning Scheme No. 9

POLICY IMPLICATIONS

Local Planning Policy 2.1 - Residential Outbuildings

State Planning Policy 7.3 - Residential Design Codes Volume 1

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes
Key Service Area	Building And Planning Permits
Priorities	N/A

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Morton SECONDED: Councillor Johnson

That Council grant Development Approval for an Outbuilding and Retaining Wall on Lot 92 (11) Jones Street, Ledge Point subject to the following conditions:

1. **The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this Approval;**

2. **This approval is for an outbuilding and retaining wall only as indicated on the approved plans;**

3. **The finished floor level of the outbuilding must be consistent with the site works indicated on the approved plan to the satisfaction of the Shire of Gingin;**

4. **The outbuilding is not to be used for human habitation or any other industrial or commercial use; and**

5. **Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin.**

Advice Notes

Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.

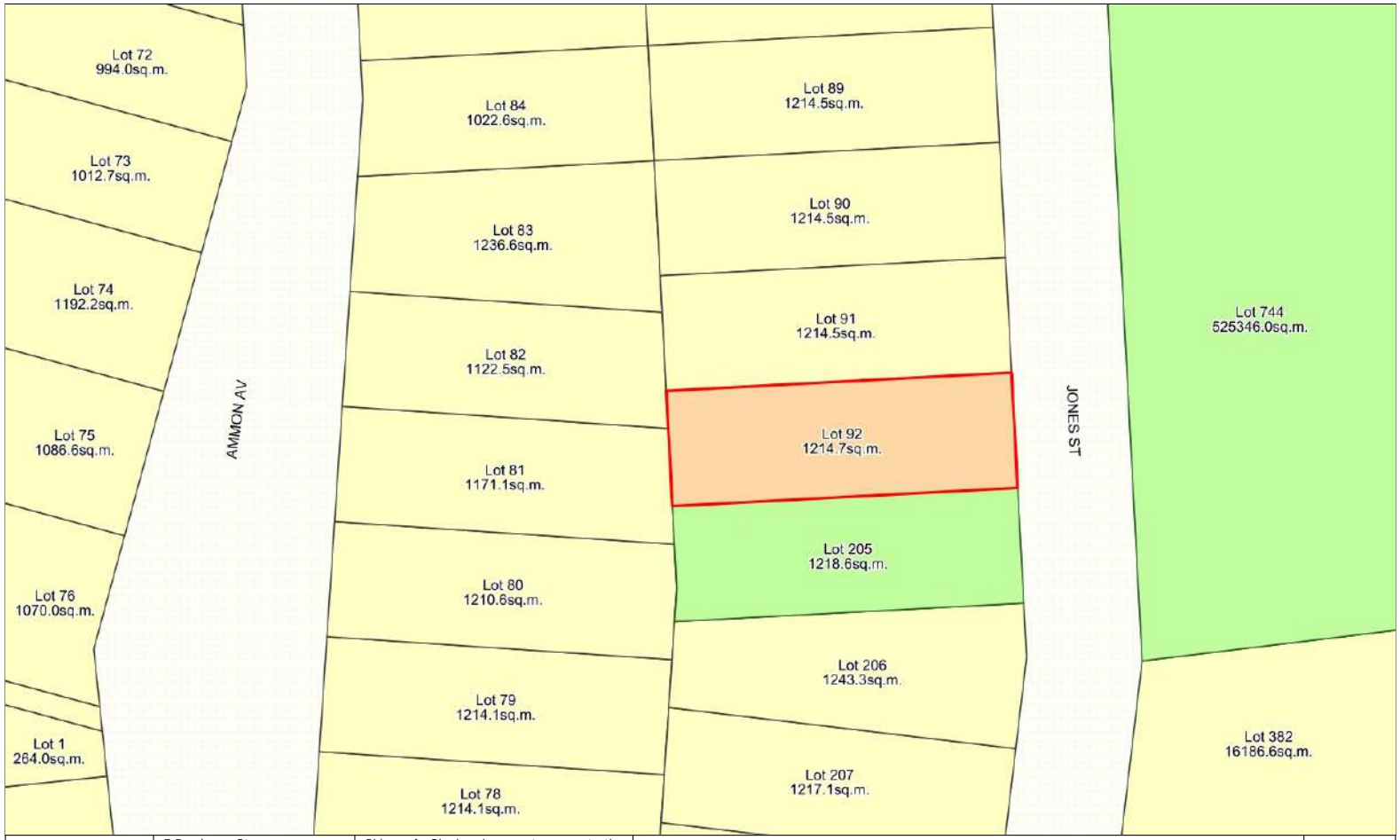
Note 4: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.

Note 5: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*



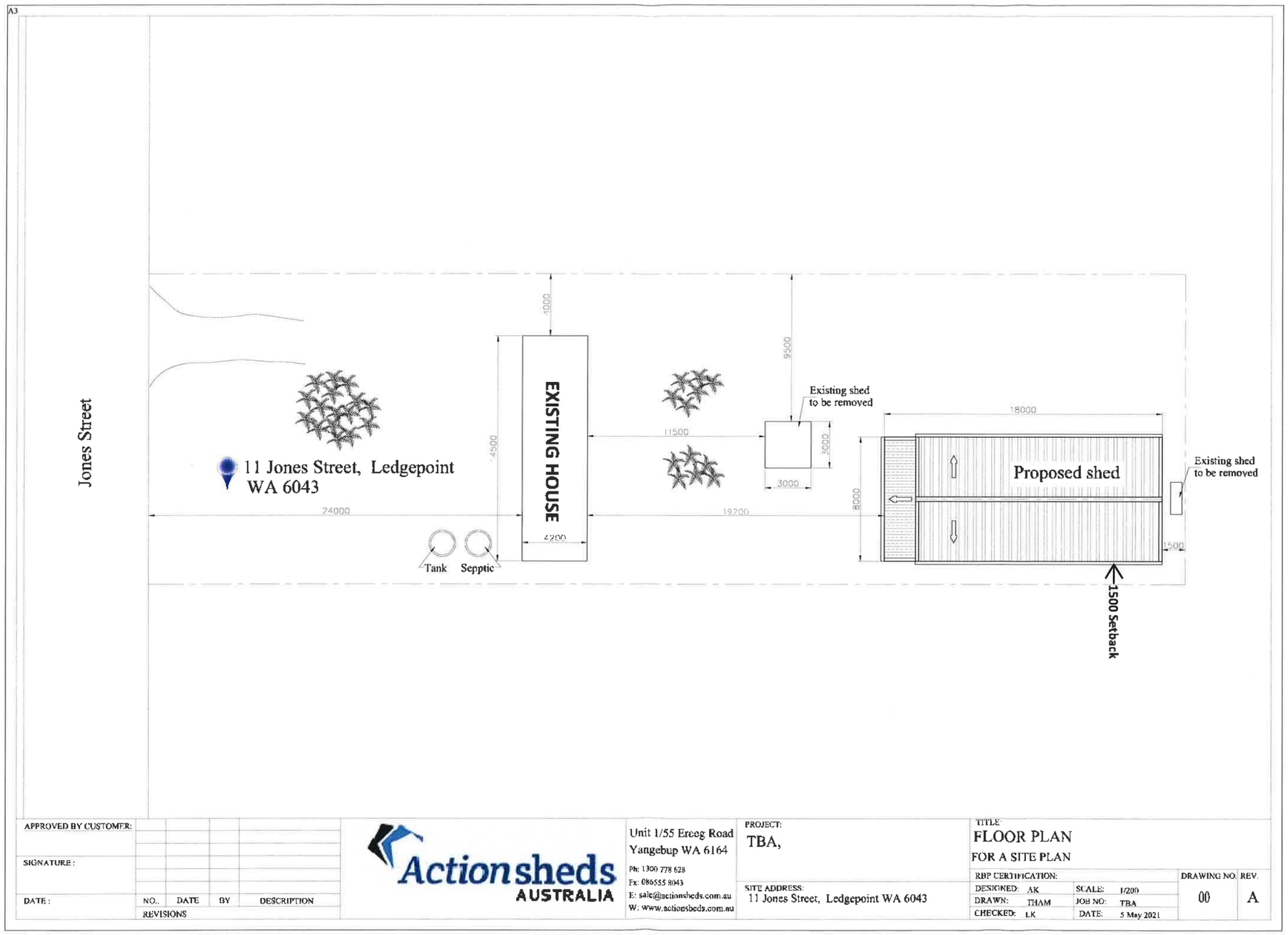
7 Brockman St
Gingin WA 6503
P: 08 9575 5100
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P: 08 9575 5155
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Location Map - Lot 92 (11) Jones Street, Ledge Point

Scale: 1:938

Date: 10/05/2021



APPROVED BY CUSTOMER:				
SIGNATURE :				
DATE :	NO..	DATE	BY	DESCRIPTION
	REVISIONS			

Actionsheds AUSTRALIA

Unit 1/55 Ereeg Road
Yangebup WA 6164
Ph: 1300 778 628
Fx: 086555 8043
E: sale@actionsheds.com.au
W: www.actionsheds.com.au

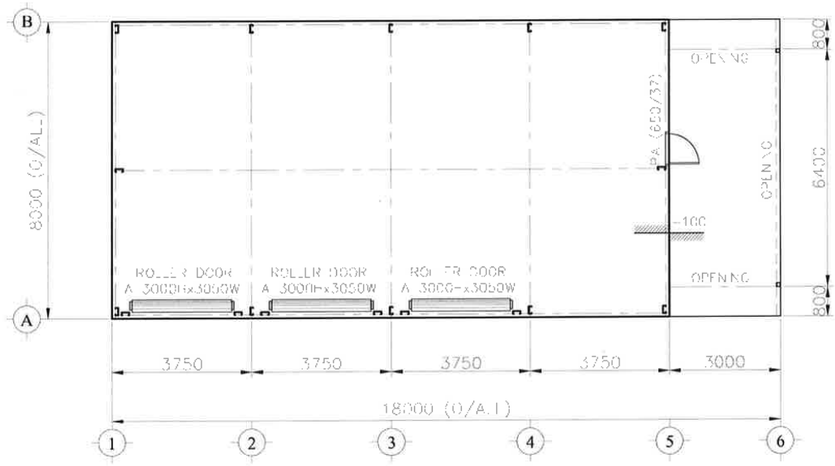
PROJECT:
TBA,

SITE ADDRESS:
11 Jones Street, Ledgepoint WA 6043

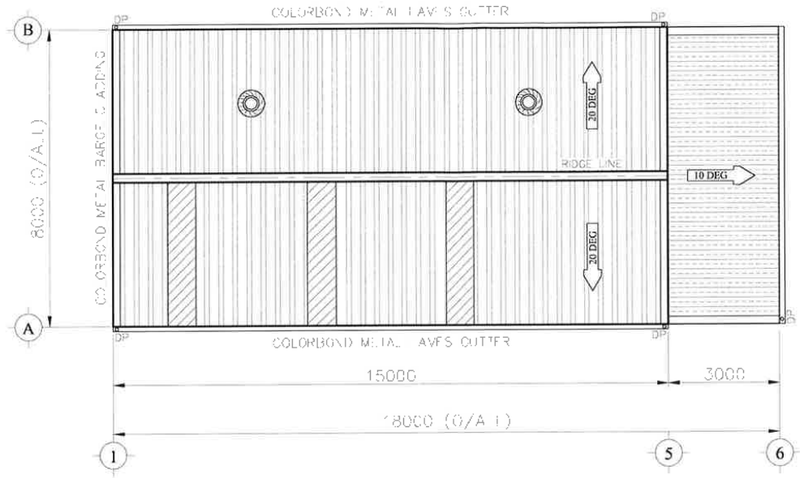
TITLE:
FLOOR PLAN
FOR A SITE PLAN

RBP CERTIFICATION:				DRAWING NO.	REV.
DESIGNED:	AK	SCALE:	1:200	00	A
DRAWN:	THAM	JOB NO:	TBA		
CHECKED:	LK	DATE:	5 May 2021		

A3



FLOOR PLAN



ROOF SHEETING PLAN

APPROVED BY CUSTOMER:				
SIGNATURE:				
DATE:	NO.	DATE	BY	DESCRIPTION
	REVISIONS			

Actionsheds AUSTRALIA

Unit 1/55 Erceg Road
Yangebup WA 6164
Ph: 1300 778 628
Fx: 086555 8043
E: sale@actionsheds.com.au
W: www.actionsheds.com.au

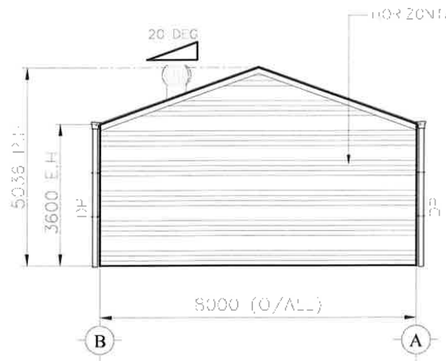
PROJECT:
Name: Jennifer Williams

Site Address: 11 Jones Street,
Ledge Point, WA, 6043

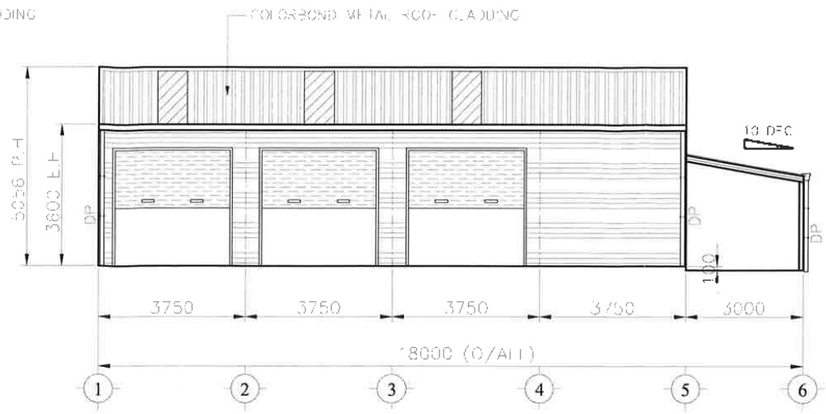
TITLE:
FLOOR & ROOF PLAN
FOR A SHED 8.0M x 15.0M x 3.6M & AWNING 3.0M

RBP CERTIFICATION:		DRAWING NO.	REV.
DESIGNED: AK	SCALE: NTS	01	B
DRAWN: THAM	JOB NO: MTET 25764		
CHECKED: MT	DATE: 9 APR 21		

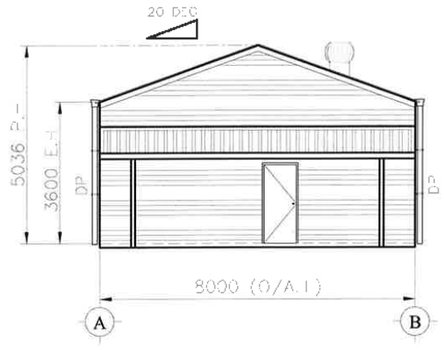
A3



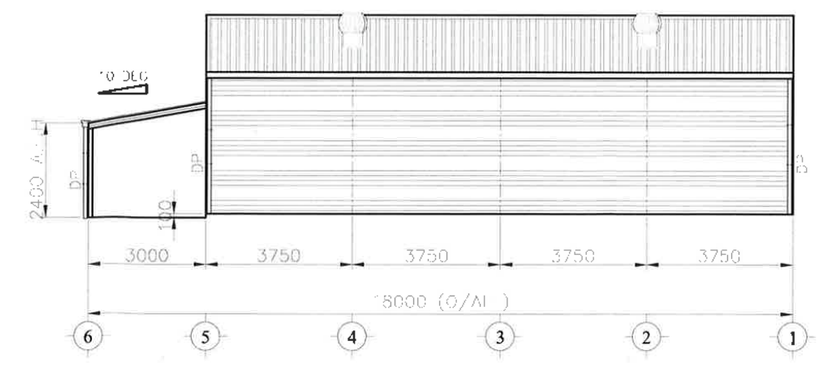
LEFT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



BACK ELEVATION

APPROVED BY CUSTOMER:				
SIGNATURE:				
DATE:	NO.	DATE	BY	DESCRIPTION
	REVISIONS			

Actionsheds AUSTRALIA

Unit 1/55 Erceg Road
Yangebup WA 6164
Ph: 1300 778 628
Fx: 086555 8043
E: sale@actionsheds.com.au
W: www.actionsheds.com.au

PROJECT:
Name: Jennifer Williams

Site Address: 11 Jones Street, Ledge Point, WA, 6043

TITLE:
ELEVATION
FOR A SHED 8.0M x 15.0M x 3.6M & AWNING 3.0M

RBP CERTIFICATION:				DRAWING NO.	REV.
DESIGNED: AK		SCALE: NTS		02	B
DRAWN: THAM		JOB NO: MTET 25764			
CHECKED: MT		DATE: 9 APR 21			

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED OUTBUILDING ON LOT 92 (11) JONES STREET, LEDGE POINT

No.	Submitter	Submission details	Recommended response
1.	Ratepayer	The submitter provides the following general comment: *"No RL / GFL levels are noted on the DA pertaining to the floor and the existing site levels. These should be noted on the drawings as the concrete floor levels of the shed should be no higher than the existing surveyed ground levels 1.5m from the rear boundary to my property. There is no evidence to suggest this in the plans which are provided, and any DA should have surveyed data and projected GFL levels noted on it before being signed off by council.* *There is significant grade in the land upon which the shed is to be sighted, but no refence to retaining which might be required. In my view further details of the existing levels v's future levels around the subject outbuilding should be provided.* *The wall cladding is noted as Corro cladding. This material should be Colorbond with a finish and should not be zinc finished to prevent reflection issues associated with uncoated/unfinished metal sheeting.* *All Roof sheeting and wall claddings should be of a consistent / like colour and material.* *Roof mounted ventilators should be colour matched to the roofing & wall cladding colour."* Revised plans were submitted and further consultation undertaken. The submitter provided the following comments regarding the revise plan: *I have no further concerns given they are reducing the levels of the land near the boundary and the external walls and roof are a consistent colour choice.*	Noted. Revised site plan outlines the proposed site works and includes the provision of a retaining wall. Noted. Proposed retaining is setback 1m from the lot boundaries. Noted. The Shire has no policy to prevent the use of zinc coated material. This notwithstanding, the colour/materials are proposed of Colourbond surfmist and basalt.

13.3 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED EXTRACTIVE INDUSTRY ON LOT 510 OLD LEDGE POINT ROAD, LANCELIN

File	BLD/2990
Applicant	Harley Dykstra Planning and Survey Solutions
Location	Lot 510 Old Ledge Point Road, Lancelin
Owner	Miles Guggenheimer, Sacha Guggenheimer, Nicholas Koefler and Susie Koefler
Zoning	General Rural
WAPC No	NA
Author	James Bayliss – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Aerial Map - Lot 510 Old Ledge Point Road, Lancelin [**13.3.1** - 1 page] 2. Location Map - Lot 510 Old Ledge Point Road, Lancelin [**13.3.2** - 1 page] 3. Applicants Proposal [**13.3.3** - 141 pages] 4. Schedule of Submissions and Recommended Responses Lot 510 Old Ledge Point Road La [**13.3.4** - 20 pages] 5. Applicants Response to Schedule of Submissions [**13.3.5** - 24 pages]

DISCLOSURES OF INTEREST

Councillor Kim Rule declared a Financial Interest in Item 13.3 as he is an adjoining landowner who owns a lime sand pit next door, and left the meeting at 3:43pm.

PURPOSE

To consider an Application for Development Approval for a proposed Extractive Industry (Limesand) on Lot 510 Old Ledge Point Road, Lancelin.

BACKGROUND

The subject lot is 17.4 hectares in area, is currently vacant and comprises of predominantly calcareous and siliceous sands. The land is situated between 180 – 380 metres east of the coastline. The majority of the site consists of various coastal shrubs with small dune blowouts on the eastern portion of the site.

The proposed overall extraction area is 11.63 hectares, with the development initially producing approximately 75,000 tonnes per annum, increasing according to demand up to a maximum of 100,000 tonnes per annum. Based on the estimated volume of the sand resource available, the total lifespan of the quarry will be approximately five years.

The extraction area is set back 40 metres from Old Ledge Point Road and 20 metres from all other lot boundaries.

The proposed pit will be excavated to a level of between 1 metre and 1.6 metres AHD, depending on the depth of the resource and the occurrence of limestone. Due to the sand resource being contained within sand dunes, the proposed extraction will result in a final landform that is level with the surroundings to the east and west. The development includes the installation of a site office which is adequately set back from the lot boundary.

An aerial photograph and location plan are provided as **Appendix 13.3.1** and **Appendix 13.3.2** respectively.

The applicant has provided a comprehensive report in support of the application. The applicant's proposal is provided as **Appendix 13.3.3**.

COMMENT

Stakeholder Consultation

The application was advertised in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015*. This included advertising to surrounding landowners, a development sign placed on the verge of the property and a notification on the Shire's website, all for a period of 21 days.

During the consultation process the Shire received enquiries from landowners within the Lancelin South Residential Estate expressing concern that residents were not notified. On that basis, each landowner within the estate received a letter and a further 21 days was provided for submissions to be lodged.

The Shire received 8 submissions, all of which object to the proposed development.

The following table provides an overview of concerns raised and the officers' comments.

Issue Raised	Officer's comments
Environmental Impacts - Removal of vegetation	Noted. 1. The Department of Water and Environmental Regulation (DWER) administers the clearing provisions of the *Environmental Protection Act 1986*. Applications for clearing permits are assessed and decisions are made to grant or refuse the application in accordance with this Act. The Shire notes that an application has been lodged by the applicant with DWER and is pending determination.

	While the Shire may consider environmental impacts from development, in this instance the officer is of the view that the clearing is appropriate and long-term impacts can be mitigated by appropriate rehabilitation. This is addressed further in the report below.
Vehicle Impacts - Traffic Volumes - Safety Concerns - Cumulative Impact	Noted. 2. The scale of the proposed development, in comparison to the adjacent mining tenement and now redundant Rule's limesand tenement, is relatively modest. The cumulative traffic generation is anticipated to be less than that accommodated by Old Ledge Point Road when Rule's limesand pit was operational. 3. The intersection between Old Ledge Point Road and Lancelin Road was previously upgraded to cater for, and in acknowledgment of, the traffic generation from the limesand deposits being extracted south of that intersection.
Amenity Impacts on Lancelin South - Noise Issues - Dust Issues/Air Quality	Noted 4. The development is required to adhere to the provisions of the *Environmental Protection (Noise) Regulations 1997.* While it is noted that vehicle noise is exempt under these Regulations, it is open to the Shire to consider these impacts as 'amenity' factors. However, as outlined above, the amenity of the locality has included vehicles from two mining tenements, one of which has ceased operating. The proposed development will essentially fill that void, at a reduced scale. On that basis the amenity of the locality is unlikely to significantly change. 5. Dust from extraction activities is not anticipated to be an issue given the significant setback from Lancelin South. In addition, dust management measures can be implemented by the operator as

	required under development conditions and through a Works Approval/License issued by DWER should that be forthcoming. Dust suppression measures on Old Ledge Point Road can also be addressed via development conditions. 6. The Department of Health (DoH) submission makes no comment on health risks associated with airborne silica. The officer notes that various extractive industries throughout the State have received similar comments of concern from stakeholders. The typical position adopted by local governments regarding silica dust is that exposure to the respirable fraction of silica generally needs to be continuous and for extended periods of time (e.g. employees working in an enclosed area where the airborne particles are unable to dissipate as readily) for it to present health risks. In the context of this proposal, no air quality issues are anticipated.
Compliance Matters - Existing Mine	7. It should be noted that mining tenements are regulated by the Department of Mines, Industry Regulation and Safety (DMIRS). The existing pits along Old Ledge Point Road operate under a mining tenement give the land tenure (Crown land). The Shire is unable to regulate these operators or impose penalties for non-compliance with matters such as operating hours etc. 8. In this instance, the pit would operate under a Development Approval and Extractive Industry License issued by the local government The Shire is therefore able to undertake compliance and enforcement under the *Planning and Development Act 2005* for which substantial penalties apply. Furthermore, non-compliance associated with a separate pit regulated under different legislation is not grounds to prevent the proponent from operating.

The application was also advertised to the following State agencies for a period of 42 days in accordance with clause 66 of the *Planning and Development (Local Planning Scheme) Regulations 2015*:

- Department of Water and Environmental Regulation (DWER);
- Department of Mines, Industry Regulation and Safety (DMIRS);
- Department of Planning, Lands and Heritage (DPLH);
- DPLH – Aboriginal Heritage Council;
- Department of Health (DoH);
- Department of Biodiversity, Conservation and Attractions (DBCA); and
- Department of Primary Industries and Regional Development (DPIRD).

The comments received from State agencies reinforce the need to impose conditions relating to rehabilitation, dust management etc which are typically applied to extractive industries. The officer notes that no objections have been raised.

A copy of the Schedule of Submissions and Recommended Responses, including correspondence from State agencies, is provided as **Appendix 13.3.4**.

The applicant has provided a response to the Schedule of Submissions, which is provided as **Appendix 13.3.5**.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

Local Planning Strategy 2012 (LPS)

The LPS notes the significance of the Shire's contribution to Basic Raw Materials which service development within the region and the metropolitan region.

Section 2.5.4 of the Strategy states the following:

> *"The Shire of Gingin is under increasing pressure for extractive industry development as the resource base lessens in the metropolitan area and the urban development front moves northwards".*

The availability of basic raw materials for extraction, particularly in areas adjacent to the coast, is enhanced by the containment of urban nodes and limitation on further rural residential development in proximity to the coastal margin. Protection and management of these resources should be in line with WAPC Statement of Planning Policy No 2.4 Basic Raw Materials.

The limesand deposit has not been identified under 'Draft State Planning Policy 2.4 – Basic Raw Materials Policy' or the Guilderton to Kalbarri Sub-regional Strategy, but does straddle identified deposits. This is discussed further in the below report.

Local Planning Scheme No. 9 (LPS 9)

The subject lot is zoned "General Rural" under LPS 9. The objectives of the General Rural zone are to:

a) manage land use changes so that the specific local rural character of the zone is maintained or enhanced;

b) encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;

c) maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and

d) provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.

An Extractive Industry is an "A" use within the General Rural zone, which means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with clause 64 of the Deemed Provisions.

It should also be noted that an extractive industry is also regulated under an Extractive Industry Licences (EIL) that is issued by the Shire in accordance with the Shire of Gingin *Extractive Industries Local Law 2004*, which sets out further operational requirements.

Setbacks

In accordance with 'Table 2 – Site Requirements' of LPS 9, all development shall be set back a minimum 20 metres from all lot boundaries. The proposed extraction area is set back a minimum of 40 metres from Old Ledge Point Road and 20 metres from all other lot boundaries.

4.8.10 Extractive Industries

4.8.10.1 Local government may consider applications for extractive industries in the General Rural zone where the sites have not been identified within an SCA under clause 5.4.

4.8.10.2 In considering applications for extractive industries, local government will have regard for the zone objectives.

4.8.10.3 Local government will also consider the potential impact of the extractive industry in regard to surrounding land uses (both existing and future) and may apply conditions to manage the potential impacts, such as noise, dust, odour and amenity.

Comment:

The above provision outlines that resources not identified under the LPS are still able to be utilised, subject to a relevant planning assessment. The relevant considerations outlined under clause 4.8.10.3 above are duplicated under the Deemed Provisions.

Coastal Development

'Clause 4.7.4 – Coastal Development' of LPS 9 is applicable in this instance and states:

"4.7.4.1 - All coastal development is to comply with the provisions of State Planning Policy 2.6 – Coastal Planning Policy'.

4.7.4.2 - In accordance with section 77 (1) (b) of the Planning and Development Act 2005, the provisions of State Planning Policy 2.6 – State Coastal Planning shall apply as if they were part of this scheme."

State Planning Policy No. 2.6 – State Coastal Planning Policy (SPP 2.6)

The purpose of SPP 2.6 is to provide guidance for decision-making within the coastal zone including managing development and land use change. A key objective of SPP 2.6 is to ensure that development takes into account coastal processes and coastal hazards. This is implemented by the preparation of a CHRMAP to provide a long-term view of the potential coastal processes (erosion and storm surge inundation) for affected areas and recommend measures to reduce risk.

Clause 5.5 (ii) states:

"Where a coastal hazard risk is identified it should be disclosed to those likely to be affected. On consideration of approval for subdivision and/or development current and/or future lot owners should be made aware of the coastal hazard risk by providing the following notification on the certificate on title.

VULNERABLE COASTAL AREA –This lot is located in an area likely to be subject to coastal erosion and/or inundation over the next 100 years."

The subject land falls under the 'coastal zone' for the purposes of SPP 2.6 and as such the above notification is a relevant condition to be imposed.

Shire of Gingin Coastal Hazard Risk Management and Adaption Plan 2019 (CHRMAP)

Council adopted the CHRMAP at the Ordinary Meeting held on 16 April 2019. The CHRMAP does not extend to the subject site, however given its proximity to the coastline, it is likely that the site may be impacted within the planning timeframe (100 years). The total erosion allowances predicted for 2110 range from 21 metres to 202 metres from the current shoreline. No sand extraction activity is proposed within 200 metres of the shoreline.

The planning recommendations within the CHRMAP seek to facilitate appropriate development on private land according to the applicable zone, for as long as the land and the development can exist without adversely impacting public amenity and safety, and without unacceptable risk to the users of the development or neighbouring developments and land. In this instance, the temporal approval of an extractive industry is viewed as being acceptable.

Planning and Development (Local Planning Scheme) Regulations 2015 (Deemed Provisions)

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matters are considered to be relevant with the Officer comments outlined below:

(m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;

Comment

The officer is of the view that the proposed land use is compatible within the rural environment, mainly due to rural land generally being large in area and best suited to provide adequate buffer distances to adjoining properties and sensitive land uses. In this instance, adjoining land is being used for the extraction of limesand (Lancelin Quarry – Licensed until 2028) and this general area has historically been used for limesand extraction.

Surrounding land to the north and east is privately owned and consist of extensive vegetation. Lancelin South Residential Estate is located 1.7 kilometres north of the extraction area, with the only foreseeable impacts on existing residents being the result of traffic movements on Old Ledge Point Road.

The compatibility of the development, in the context of its appearance and scale within this setting, it is viewed as acceptable.

(n) The amenity of the locality including the following:
(i) Environmental impacts of the development;
(ii) The character of the locality;

(o) The likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource;

Comment

The development area requires clearing to facilitate the extraction of the basic raw material. Bayley Environmental Services was commissioned in September 2020 to carry out an environmental assessment of the site. Plantecology Consulting were also commissioned to undertake a detailed flora and vegetation survey of the property. The officer notes the environmental assessments outline the following:

"No Declared Rare Flora or Threatened Flora listed under the Western Australian Wildlife Conservation Act 2006 or the Commonwealth EPBC Act 1999 were found by either the Ecoscape (2007) or Plantecology (2021) surveys, and none are considered likely to be present."

"No Threatened Ecological Communities were found in Lot 510 by the Ecoscape (2007) or Plantecology (2021) surveys, although the two Floristic Community Types (FCTs) assessed as being present are both listed as Priority 3 Ecological Communities by the DBCA."

Furthermore, the removal of vegetation will be subject to the clearing provisions of the *Environmental Protection Act 1986* which is administered by DWER as part of the clearing permit process. The officer is satisfied that the likely effect of the development on the natural environment is reasonable and will be adequately remediated at the cessation of the land use.

The character of the immediate area consists of an Extractive Industry and further north the Lancelin South Residential Estate. The officer notes that Lancelin and surrounds contains some of the richest limesand deposits in the State which is essential for Wheatbelt farmers to combat salinity issues. Limesand extraction along Old Ledge Point Road, with haulage vehicles along Lancelin Road, has occurred for over 50 years.

Development of this nature should not be unexpected and this development will essentially maintain the existing character and amenity of the locality.

(s) The adequacy of -
(i) The proposed means of access to and egress from the site; and
(ii) Arrangements for the loading, unloading, manoeuvring and parking of vehicles;

(t) The amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;

Comment

Sand will be transported from the site by pocket road trains in loads of up to 62 tonnes. It is anticipated up to 180 truckloads per week (approximately 35 per working day) will be required to export the sand during periods of peak activity. This equates to 360 two-way truck movements (loaded and unloaded) per week (70 per day).

Limestone road base will be utilised to construct a driveway from Old Ledge Point Road through to the proposed Application Area. The access from Old Ledge Point Road has clear lines of sight for about 550m to the north and 200m to the south. Haulage vehicles will utilise Lancelin Road which forms part of the designated Aglime Route.

The officer is of the view that the traffic generated by the proposed development will essentially replace the vehicles that were previously utilising this road as part of Rule's limesand pit which ceased in approximately 2018. As such, the collective traffic numbers using this road will not be any greater that those previously using this road. On that basis the officer is of the view that no further submission of traffic studies is warranted, and that the development is consistent with the relevant provisions listed above.

State Government Policies

The State Government has various State Planning Policies that apply to developments of this nature, such as the following:

- State Planning Policy 2.4 - Basic Raw Materials (SPP 2.4) (draft);
- Statement of Planning Policy No. 4.1 - State Industrial Buffer Policy (SPP 4.1);
- State Planning Policy 2.5 - Rural Planning (SPP 2.5); and
- Guilderton to Kalbarri Sub-Regional Strategy.

It is acknowledged that many areas of consideration outlined under the SPPs are a duplication of the matters already discussed above. The general theme is that basic raw material deposits should be identified, set aside and protected to ensure that the resource can be used without causing land use conflict.

One noteworthy consideration is that sequential land use planning is encouraged, which means extraction and subsequent rehabilitation can take place on a programmed basis.

This can be achieved via a Staging and Rehabilitation Plan which work hand in hand to ensure that, at the cessation of the development, the land can be utilised for other purposes, such as that outlined under the Strategy (tourism based).

Environmental Protection Authority's (EPA) Guidance Statement No. 3 – Separation Distances between Industrial and Sensitive Land Uses (Guidance Statement)

The Guidance Statement recommends a buffer distance of between 300m - 500m (depending on the size) between an extractive industry (sand extraction) and sensitive land uses (i.e. dwellings). The nearest sensitive land uses are located within Lancelin South Residential Estate, some 1.7 kilometres north of the extraction area. The buffer distance is viewed as being adequate.

Shire of Gingin - Extractive Industries Local Law 2004 (as amended)

The Local Law guides the formal licensing of extractive industries throughout the Shire to monitor ongoing operational aspects of the use. The officer is of the view that the information provided is adequate to issue a license in the event that Council is supportive of the development. The licence would be issued once relevant conditions of development approval have been fulfilled.

Management plans would generally include dust, staging, noise, rehabilitation and traffic management. These components can be conveniently captured in a single Site Management Plan (SMP) for ease of reference.

Further Planning Considerations

'Clause 72 - Temporary Development Approval' of the Deemed Provisions states:

> *"The local government may impose conditions limiting the period of time for which development approval is granted.*
>
> *Note: A temporary development approval is where the local government grants approval for a limited period. It does not have any effect on the period within which the development must commence."*

In this instance, the officer is of the view that time limited consent is appropriate. This enables the basic raw material to be extracted without compromising the Strategy position that this site may be suitable for tourism purposes in the future. It also provides some reassurance to the submitters, primarily those from Lancelin South, that the development and any supposed impacts are temporary.

A time limit of 6 years is suggested, given the resource is anticipated to be exhausted after 5 lime seasons. The additional year enables the proponent to finalise the suite of approvals required by various regulators (i.e. clearing permit / works approval from DWER) prior to extraction which may or may not occur prior to the upcoming season.

Lancelin South Residential Estate

The applicant has addressed the relationship between the Lancelin South Structure Plan (LSSP) area and the proposed development within their submission. The officer concurs with the analysis and considers it worth outlining the following:

"A Structure Plan and Outline Development Plan, comprising Lots 9504, 9505, 5243 and 1 Lancelin and Old Ledge Point Roads, Lancelin, was adopted on 2 October 2007 by the Shire of Gingin, and approved by the Western Australian Planning Commission (WAPC) in August 2009. The LSSP comprises 538ha of 'Future Development' zoned land, and depicts the road and indicative lot layout for predominantly residential development. The land north of Lancelin Road comprises a mix of light and service industrial zoned land; while all land south comprises Residential (R15-R40), Community Purpose (Schools & Community) and Retail/Commercial.

The western extent of the LSSP is defined by the north-south aligned portion of Old Ledge Point Road.

A subsequent Local Planning Scheme Amendment was progressed over the land, which rezoned the southern portion of the LSSP area to 'Conservation' under Local Planning Scheme No. 9. This provided a greater portion of remnant vegetation to be retained, and also consequently provided a greater distance to the active and potential sand mining operations located to the west and south of the LSSP area. This Scheme Amendment was supported by a Revised Masterplan of the LSSP area; which was also adopted to supersede the 2007 Structure Plan.

The northern extent of the subject site generally corresponds to the northern extent of the land reserved for 'Conservation' within the LSSP area. Whilst the nearest residential lot designated on the Masterplan is approximately 80 m from the Application Area, the existing urban development front within the LSSP is still some 1700 m from the proposed extraction area on Lot 510.

It is noted the staging of the limesand extraction pit would proceed in a southerly direction (away from the urban development front) and the estimated life of the pit would be approximately 5 years. Accordingly, it is expected the limesand resource on Lot 510 would be exhausted well before there would be any risk of amenity impacts on residential lots resulting from the carrying out of sand extraction activities within the application area.

It is noted trucks transporting sand from the subject site along Old ledge Point Road to Lancelin Road (and returning unladen to the site from Lancelin Road) would travel past residential lots. This currently occurs in any event given the existing sand extraction operations in the locality that utilise Old Ledge Point Road to transport limesand towards Aglime Route 2."

Summary

The officer is of the view that the subject land can accommodate the proposed extractive industry, provided that appropriate planning conditions and management plans are in place to ensure off site impacts can be controlled in a manner that will not adversely affect the amenity of the locality and will uphold the objectives of the zone.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015
Schedule 2 – Deemed provisions for Local Planning Schemes

Local Planning Scheme No. 9
Part 4 – Zones and the Use of Land
3.2 - Objectives of the Zones
3.2.7 - General Rural

Shire of Gingin *Extractive Industries Local Law 2004 (as amended)*

State Planning Policy 2.4 – Basic Raw Materials
State Planning Policy 2.5 – Rural Planning
Guilderton to Kalbarri Sub - Regional Strategy.

Environmental Protection Authority's (EPA) Guidance Statement No. 3 – Separation Distances between Industrial and Sensitive Land Uses (Guidance Statement)

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.
Outcome	3.1 Development new and existing developments meet the Shire's Strategic Objectives and Outcomes.
Key Service Area	Building and Planning Permits
Priorities	3.1.1 Support strategies that facilitate commercial development.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Court SECONDED: Councillor Vis

That Council grant Development Approval for an Extractive Industry on Lot 510 Old Ledge Point Road, Lancelin subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;

2. All works required to satisfy a condition of this approval are required to be installed/constructed and maintained in accordance with the approved plans and conditions of approval for the life of the development;

3. This development approval is granted for a limited period and shall expire on 20 July 2027;

4. The approved extraction area is limited to 11.7 hectares as outlined on the approved plans;

5. The extraction is limited to a finished level of between 1 metre and 1.6 metres AHD to the satisfaction of the Shire of Gingin. The extractive industry shall not at any time intercept the water table;

6. Prior to the commencement of the approved use, the landowner/operator is required to upgrade the existing crossover at their expense to the satisfaction of the Shire of Gingin. The landowner/operator shall maintain the crossover in a good condition thereafter to the satisfaction of the Shire of Gingin;

7. Prior to the commencement of the approved use, the landowner/operator shall enter into a Deed of Agreement to contribute to the maintenance of Old Ledge Point Road to the satisfaction of the Shire of Gingin. The applicant/operator shall be responsible for all costs associated with the preparation of the deed (including all drafts);

8. Prior to commencement of the approved use, a Site Management Plan (SMP) shall be submitted to and approved by the Shire of Gingin. The SMP is to be implemented thereafter to the satisfaction of the Shire of Gingin;

9. Prior to commencement of the approved use, the landowner/operator shall demonstrate to the satisfaction of the Shire of Gingin that an adequate water supply has been secured to service the development;

10. Prior to commencement of the approved use, a Rehabilitation Bond in the amount of $1916 is to be paid to the Shire of Gingin;

11. Materials associated with the approved development are not to be stockpiled within 20 metres from the lot boundary. Stockpiled material is limited to a height of 4.5 metres from the pit floor level;

12. The approved development can only operate between the following hours:

    Monday – Saturday: 6:00am to 6:00pm and

13. A notification, pursuant to Section 70A of the *Transfer of Land Act 1893*, is to be placed on the Certificate of Title of the proposed development lot advising of the existence of a hazard. The notification is to state as follows:

    VULNERABLE COASTAL AREA –This lot is located in an area likely to be subject to coastal erosion and/or inundation over the next 100 years.

Advice Notes:

Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 3: The operation is required to comply with the *Environmental Protection (Noise) Regulations 1997*.

Note 4: In relation to the lodgement of a Site Management Plan, this at a minimum is to outline the following:

a. Rehabilitation Plan – Proposed contouring and rehabilitation works during and at the conclusion of the extraction stage are to be specified. This is to also include decommissioning works should the extraction pit/approved development be mothballed for a period of 12 months or longer and/or decommissioned.

b. Dust Management Plan – Dust suppression methods for access ways, trafficked areas and stockpiles are to be outlined and the inclusion of a complaints register system specified.

c. Staging Plan – The Staging Plan is to outline the staging of the extraction works within the two areas delineated on the approved plans.

d. Weed and Disease Management - Detail the management of grasses, weeds and disease nuisances within the development area.

Note 5: The development requires an Extractive Industry License to be issued by the Shire of Gingin prior to extraction occurring and requires periodical renewal in accordance with the Shire's *Extractive Industries Local Law 2004 (as amended).*

Note 6: Please be advised that the Shire of Gingin will not issue an Extractive Industry Licence should the annual (or as required) survey plan be inconsistent with the approved plans or accompanying documentation forming part of this approval, or if rehabilitation works are incomplete.

Note 7: Once rehabilitation works have been finalised, the landowner/operator may apply to the Shire of Gingin for the rehabilitation bond to be returned.

Note 8: Backfilling of the excavation pits with landfill is prohibited.

Note 9: In relation to the deed of agreement, the Shire is of the view that the operator is to contribute to the annual maintenance of Old Ledge Point Road in the form of grading at the end of the limesand season and periodical watering during extraction activities.

Note 10: In relation to the installation of a crossover, please be advised that the Crossover Specification Type B outlined within the Shire's Crossover Specification Drawing Number SoG/STD-07 dated January 2021 is applicable.

Note 11: In relation to the upgrade of a new crossover, please note that a crossover application form is to be submitted to the Shire's Operations and Assets Department. The application form can be found on the Shire's website at the following link: https://www.gingn.wa.gov.au/services/operations.aspx.

Note 12: Please be advised that clearing of native vegetation is prohibited in Western Australia, unless the clearing is authorised by a clearing permit obtained from the Department of Water and Environmental Regulation or is of a kind that is exempt in accordance with Schedule 6 of the *Environmental Protection Act 1986* or *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*.

Note 13: Please be advised that the property may be re-rated to reflect the change in intensification and use approved as part of this application.

Note 14: If any interception of groundwater occurs, work shall cease and an advice notice provided to the Department of Water and Environmental Regulation within 48 hours, followed by agreed remedial action.

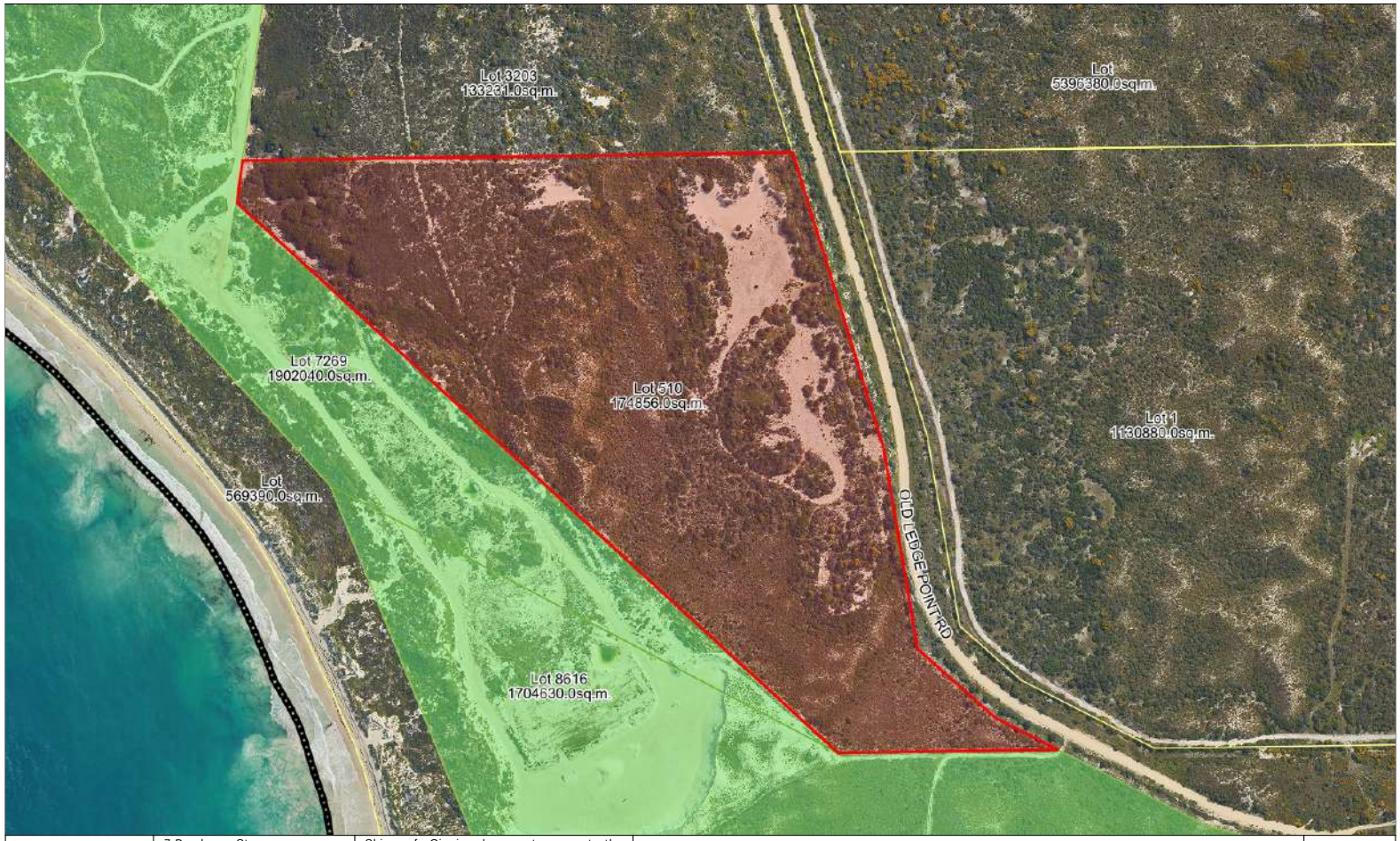
Note 15: The proponent is reminded of obligations under the *Aboriginal Heritage Act 1972* in relation to the discovery of unknown heritage places during excavations.

CARRIED UNANIMOUSLY
7 / 0

FOR: *Councillor Fewster, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

Cr Rule returned to Council Chambers at 3:52pm and was advised of Council's decision.



SHIRE OF GINGIN	7 Brockman St Gingin WA 6503 P: 08 9575 5100 255 Vins Way Lancelin WA 6044 P: 08 9575 5155 E: mail@gingin.wa.gov.au	Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.	Aerial Map - Lot 3202 Old Ledge Point Road, Lancelin Scale: 1:4784 | Date: 23/03/2021	


Lot 3203
133231.0sq.m.
Lot
5396380.0sq.m.
Lot 7269
1902040.0sq.m.
Lot
569390.0sq.m.
Lot 510
174856.0sq.m.
Lot 1
1130880.0sq.m.
OLD LEDGE POINT RD
Lot 8616
1704630.0sq.m.
SHIRE OF GINGIN
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Location Map - Lot 3202 Old Ledge Point Road, Lancelin
Scale: 1:7475
Date: 23/03/2021
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Application for Development Approval & Extractive Industry Licence (Limesand)

Lot 510 Old Ledge Point Road, Lancelin

Harley Dykstra
PLANNING & SURVEY SOLUTIONS

DOCUMENT CONTROL

Control Version	Date	Status	Distribution	Comment
A	4/03/2021	Draft	Internal	For QA
B	08/03/2021	Draft	Client	For Comment
C	15/03/2021	Final	Shire	For Assessment

Prepared for:	Indian Coast Joint Venture	Date:	15 March 2021
Prepared by:	DM	Job No:	22007
Reviewed by:	BH	Ref:	C

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APPENDIX C	Environmental Assessment
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1. INTRODUCTION

This application for development approval of an Extractive Industry at Lot 510 Old Ledge Point Road, Lancelin (the subject site), has been prepared by Harley Dykstra on behalf of Indian Coast Joint Venture. Indian Coast Joint Venture represent and act under the authority of the registered proprietors of Lot 510 Old Ledge Point Road (Certificate of Title and letters of authority at **Appendix A** refers).

An application for an Extractive Industry Licence (EIL) also forms part of this submission. Collectively, the application for development approval and EIL is referred to as 'the Application' for the purpose of this report.

Concurrently to this application to the Shire of Gingin for planning approvals, an application shall be made to the Department of Water and Environmental Regulation (DWER) requesting a clearing permit (permit to clear native vegetation) under the *Environmental Protection Act, 1986.*

Indian Coast Joint Venture wish to gain approval to extract the limesand resource from the site primarily to be used for agricultural purposes to assist in arresting soil acidification in farming districts east of the Brand Highway.

The subject site comprises a 17.4 ha triangular shaped lot which has a 612m frontage to Old Ledge Point Rd. The site is zoned General Rural under Local Planning Scheme No. 9 (LPS 9). The application for Extractive Industry development relates to a 11.63 ha portion of the site ('the Application Area'). Plans illustrating the nature and extent of development are included at **Appendix B.**

The purpose of this report is to provide planning justification for the proposal supported by accurate topographical data and detailed environmental analysis (**Appendix C**) in order to assist the Shire of Gingin to favourably consider this application and grant approval, subject to appropriate conditions.

2 SUBJECT SITE

2.1 Property Description, Ownership and Locality

The subject site is described as Lot 510 Old Ledge Point Road, Lancelin, which is located between 180m – 380m east of the (vegetated) Indian Ocean shoreline, 4.1 km south of the Lancelin town site and 4.5 km north of the Ledge Point town site. The site derives access from Old Ledge Point Road, which is a of compacted limestone construction where it adjoins the land and becomes bitumen sealed approximately 975m north of the site. Old Ledge Point Road connects with Lancelin Road to the north and provides for access to Ledge Point Road to the south.

A summary of the land particulars is provided in **Table 1** and copy of the Certificate of Title is included in **Appendix A**.

LOT NO.	PROPERTY ADDRESS	LANDOWNER	AREA	VOL.	FOLIO	PLAN NO.
510	No street address	Guggenheimer, Miles; Guggenheimer, Sasha; Indian Coast Resort Pty Ltd; Koefler, Nicholas; Koefler, Susan	17.4 ha	1246	171	DP 302267

TABLE 1 – SUMMARY OF LAND

An Aerial Locality Plan has been included at **Figure 1** which illustrates the location of the site relative to the Lancelin and Ledge Point townsites, Lancelin South and Seaview Park rural living estate.



FIGURE 1 – AERIAL LOCALITY PLAN – SUBJECT LAND OUTLINED IN BLUE WITH APPROXIMATE 500M (YELLOW) AND 1KM (RED)RADIUS LINES

The subject site is located west of the approved Lancelin South Structure Plan area. The first stage of subdivision, comprising 51 residential lots, an area of public open space and the required subdivisional roads have been

developed. The existing Lancelin South residential subdivision is located approximately 1.7 km north of the subject site.

Land to the south of the subject site (Reserve 31258/Lot 8616) has historically and is currently being used for limesand extraction and is currently being operated by Optima (the Lancelin Quarry). A review of the DWER licencing report (10 December 2018) for the Lancelin Quarry describes the proposed life of the southern extractive operations is likely to be approximately 15 years occurring in 11 stages. The currently approved extraction area provides a minimum setback of 730m from the subject site's southern boundary. **Figure 2** provides an overview of the current land use context and **Figure 3** includes an Aerial Photograph of the site itself. **Plates 1 -5** depict the site and existing limesand extraction operation on Lot 8616/Reserve 31258.

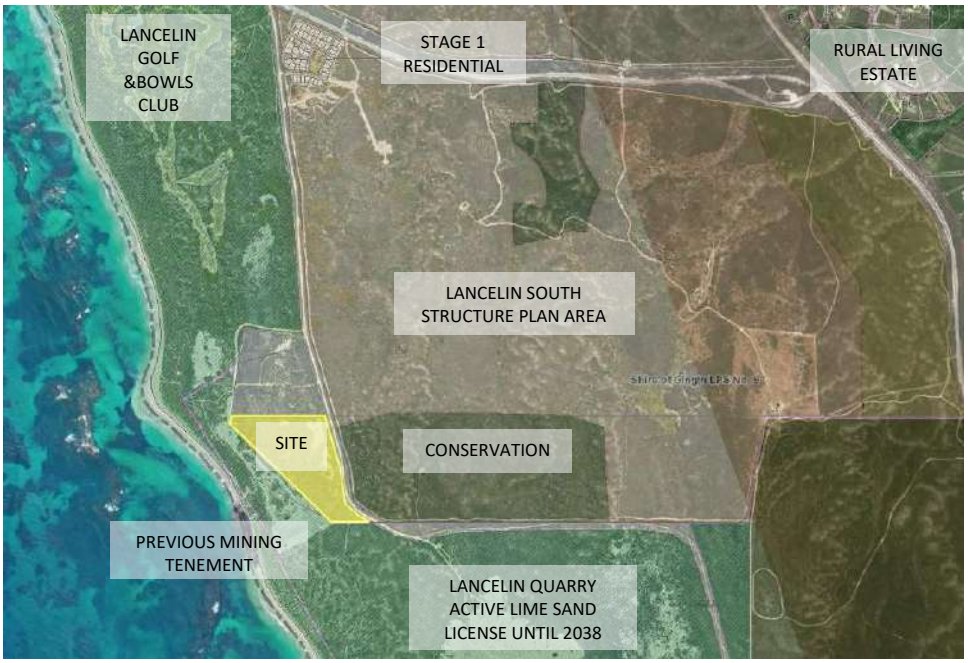


FIGURE 2 – LANDUSE CONTEXT PLAN



FIGURE 3 – AERIAL PHOTOGRAPH



PLATE 1 – PROPOSED SITE ACCESS FROM OLD LEDGE POINT ROAD



PLATE 2 – ACCESS TO THE OPTIMA PIT



PLATE 3 – VIEW OF OPTIMA PIT



PLATE 4 – SITE VIEWED FACING NORTH WEST ALONG OLD LEDGE POINT ROAD



PLATE 5 – SITE VIEWED FROM OLD LEDGE POINT ROAD

2.1 Topography and Landform

The site is located in the Quindalup Dunes system of the Swan Coastal Plain with the landform consisting of irregular or parabolic calcareous sand dunes. The Pre-Extraction Site Plan at **Appendix B** was prepared based on an aerial site survey and shows the topographic contours over the site range in elevation from approximately 1m AHD to 16.5m AHD with slopes ranging from less than 2% to over 60%.

2.2 Geology and Soils

Bayley Environmental Services was commissioned in September 2020 to carry out site investigations to inform applications for approval of the proposed limesand extraction operation. A copy of the Environmental Assessment by Bayley Environmental Services (BES) is included at **Appendix C.**

Drilling at ten sites on the perimeter and within the site found a white to pale grey to pale yellow sandy soil profile to between 3.5m and 6m. Limestone was encountered in one borehole at a depth of 9.5m (-5.6m AHD) during previous drilling.

The Environmental Report advises soils on site consist mostly of calcareous and/or siliceous sands. The soils are generally loose, free-draining and very low in organic content and nutrients. Cemented limestone occurs in places at up to 3m AHD, while in other areas it was encountered at levels as low as -5m AHD.

Sample analysis at three sites within Lot 510 by LiquidlabsWA has shown that the limesand on Lot 510 is of very high quality.

2.3 Hydrology

There is no surface water expression within the site, although surface runoff may occur over the exposed limestone areas for short periods immediately after intense rainfall events. Groundwater occurs at levels of 1m to 1.6m AHD (0.75-15m below ground) beneath the site, moving south-southwest towards the ocean. Measurements in six on-site bores in October 2020 showed groundwater depths of 0.75m to 4.28m in the bores. Simultaneous measurements in a DWER monitoring bore located 520m east-southeast of the site enabled the average annual maximum groundwater level (AAMGL) and maximum groundwater level (MGL) beneath the site to be calculated (refer to Pre-Extraction Site Plan at **Appendix B** and Environmental Assessment at **Appendix C**).

2.4 Vegetation

The Environmental Assessment advises the vegetation on the site is mapped as Quindalup Complex. The Quindalup Complex is associated with the Quindalup Dunes landform system and comprises two alliances: the Strand and Foredune Alliance and the Mobile and Stable Dune Alliance. The vegetation of Lot 510 belongs to the latter, which occurs on dunes slightly more inland and which has a higher diversity of vegetation than the Strand and Foredune Alliance.

Ecoscape (2007) surveyed the vegetation and flora of the site in October 2007.

Ecoscape (2007) assessed the vegetation condition of the site as ranging from Degraded in the previously quarried and cleared areas to Excellent in the uncleared areas. Weed invasion was minor, with no significant areas exceeding 5% weed cover.

Plantecology (2021) surveyed the vegetation in October 2020 to update the Ecoscape (2007) survey in terms of current threatened flora lists and vegetation condition.

The Plantecology (2021) survey found that the condition of the vegetation had improved in parts. Much of the Acacia rostellifera Tall Shrubland, previously mapped as Degraded, is now in Good or Very Good condition, and some of the previously quarried areas have regenerated enough to new be mapped as Good condition. A small blowout has developed at the northern end of the site and is in Completely Degraded condition.

The findings and conclusions of both surveys are reported on in detail in the Environmental Assessment at **Appendix C.**

2.5 Fauna

Ecoscape (2007) carried out a reconnaissance fauna survey of Lot 510 searching for evidence of and habitats for listed Threatened Fauna, in particular the two most likely species, Carnaby's Black Cockatoo and the Lancelin island Skink.

The survey found no evidence of either species on the site, and no feeding, roosting or breeding habitat for Carnaby's Black Cockatoo. The report concluded that there was no realistic likelihood of either species being present on the subject site.

2.6 Aboriginal Heritage

The Department of Planning Lands & Heritage (DPLH) online Aboriginal Sites Database shows one large non-registered Aboriginal heritage site, No. S00542:Ledge Point (Site ID 3237), covering a rectangular area of 100km^2 around the project site. Site S00542 is described as a "camp site and water source" and is listed in the database as "Stored Data".

Non-registered sites are not formally protected and no permission under the *Aboriginal Heritage Act 1972* is required to disturb them. The presence of other recent developments in the vicinity, including the extraction operation to the immediate south, suggests that the site is not considered significant.

The operator is aware of and will comply with their obligations under the *Aboriginal Heritage Act 1972* in relation to the discovery of previously unknown sites during excavations.

2.7 Bushfire Prone Areas

According to the map of Bushfire Prone Areas, the subject land and surrounds are identified as bushfire prone (refer to **Figure 4**).

The *Guidelines for Planning in Bushfire Prone Areas ('*the Guidelines*')*, prepared under State Planning Policy 3.7, allow for discretionary decision making which has regard to the scale of the development and risk to property, people and infrastructure.

It is understood the Shire has previously applied discretion in its application of SPP 3.7 which is to be read in conjunction with (a) *The Planning and Development (Local Planning Schemes) Regulations 2015* (Schedule 2 – the Deemed Provisions), (b) any relevant supplementary provisions of LPS 9, (c) the supporting Guidelines and (d) AS 3959. In particular:

a) Deemed Provisions
Pursuant to clause 78B of the Deemed Provisions, if the development application does not propose a single house, ancillary dwelling, habitable building, or specified building then Part 10A 'Bushfire Risk Management' of the *Planning and Development (Local Planning Schemes) Regulations 2015* does not apply.

(b) Supplementary provisions of LPS 9

There are no supplementary provisions in LPS 9 relating to SPP 3.7 or Part 10A Deemed Provisions.

(c) The Guidelines
The Guidelines refer to developing buildings in an area that has been designated as bushfire prone. This extractive industry application seeks to extract raw materials from the site and proposes only the placement of a transportable site office which would be used by one employee only whilst the limesand operations are active.

The limesand resources will be generally clear of vegetation (due to initial clearing). The site office shall be located and plant/equipment operated and parked in cleared locations on-site and will not be immediately adjacent to vegetation.

It is also noted two access routes connecting to the local roads network would be available in the event of an emergency to north and the south along Old Ledge Point Road.

(d) AS 3959
AS 3959 relates to level of construction of buildings (not the undertaking of works or use of the land).

The proposed development of a sand extraction pit is not likely to create a significant fire hazard under normal operating conditions and requirements.

The application is considered to represent a low-risk land use and the risk to property, people and infrastructure is also low given the scale of the operation is relatively small and a maximum of 3 employees/contractors would be on site at any one time.

It is our view a BAL assessment or Bushfire Management Plan is not required to support the application and would serve no practical purpose given the above considerations.



FIGURE 4 – BUSHFIRE PRONE AREAS MAP

3 PLANNING FRAMEWORK

3.1 Shire of Gingin Local Planning Scheme No. 9

The subject site is zoned 'General Rural' under the Shire of Gingin LPS 9, as is the land directly north (Lots 3203 and 10470). Land further to the north, west and south of the site is reserved for 'Parks and Recreation' The reserved land to the north contains the Lancelin Golf Club. Land located directly east of the site is reserved for 'Conservation', as with other land further south-east of the site. A large portion of land zoned 'Future Development' is located north-east of the site, and is subject to the provisions of the Lancelin South Structure Plan (discussed in detail in later sections of this report) An extract from the Shire's zoning map is included at **Figure 5** *(below)*.



FIGURE 5 – LPS 9 SCHEME MAP

An Extractive Industry is identified as an 'A' use within the General Rural Zone which provides for the use to be granted planning approval at the discretion of the local government following advertising.

Clause 3.2.7 of the Scheme sets out the following objectives for the 'General Rural' zone:

a) *Manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*

b) *Encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*

c) *Maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*

d) *Provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

With regard to cl 3.2.7 a) relating to local rural character, sand extraction activity has previously being undertaken on the land to the immediate west of the site (Lot 8616, R31258) and is currently being undertaken to the south-east of the site (Lot 8616, R31258). The land itself has also been used in the past for sand extraction. Generally, the excavation activity will not be visible from Old Ledge Point Road due to landform and the retained (40m vegetation buffer). The site will become less evident as the sand extraction progresses (and the site levels are lowered).

Whilst the sand extraction operations may be visible from Old Ledge Point Road when the site is viewed from its southern most point in a south west direction, the existing Optima operations will remain a much more visually dominant within the landscape. As such, this form of land use should be anticipated within the locality and is considered to form part of the specific rural character of the area.

The proposal does not conflict with cl 3.2.7 b) on the basis that the existing landform and vegetation does not lend the site to broad acre or intensive agricultural activities.

Whilst at the cessation of the extractive industry operation (which is a temporary use) the recontoured landform would be potentially suited to an agricultural land use, proposed rehabilitation using native species is considered to be a more appropriate outcome for the site. Significantly, the proposed use will not impact on the ability for any other broad acre agricultural activities to be undertaken on surrounding land given the site is generally surrounded by reserves and to the north-east, identified for future urban use. Rural zoned land to the north of the site is not considered to be suitable in for broad acre agricultural land use in its current form.

In addition to comments above in relation to landscape impacts detailed environmental investigation and analysis demonstrates the proposal is not in conflict with cl 3.2.7 c).

Further, given the proposal does not involve the introduction of a sensitive use, cl 3.2.7 d) is satisfied.

The local planning scheme outlines general development standards which requires all development within land zoned 'General Rural' to be setback a minimum of 20m from all boundaries. The proposed development will meet this requirement.

LPS 9 also addresses extractive industries specifically as follows:

4.8.10.1 *Local government may consider applications for extractive industries in the General Rural zone where the sites have not been identified within an SCA under clause 5.4. AMD 14 GG 08/04/16*

4.8.10.2 *In considering applications for extractive industries, local government will have regard for the zone objectives. AMD 14 GG 08/04/16*

4.8.10.3 *Local government will also consider the potential impact of the extractive industry in regard to surrounding land uses (both existing and future) and may apply conditions to manage the potential impacts, such as noise, dust, odour and amenity. AMD 14 GG 08/04/16*

It is noted land directly south of the subject site (Lot 8616) is subject to a Special Control Area (Special Control Area 3 or SCA3), related to Basic Raw Materials. The intent of SCA3 is to identify and protect areas containing important resources for their extraction. While the subject site is not included within SCA 3, the Scheme still provides the Council discretion to approve development applications for extractive industries in the General Rural zone (i.e. it is not necessary for land to be within SCA3 for an extractive industry to be approved). In fact, the proposed use of Lot 510 for an extractive industry would clearly be compatible with and complimentary to the existing use of Lot 8616. No other SCAs apply to the subject site which may prejudice the granting of approval.

The Application is consistent with the relevant provisions of LPS 9, given it is not within/or in conflict with an SCA, is capable of satisfying the zone objective and will not impact on surrounding uses via the application of appropriate conditions.

3.2 Shire of Gingin Local Planning Strategy

The Shire of Gingin's Local Planning Strategy ('the Strategy') was endorsed in February 2012 and provides the strategic guidance for land use planning within the municipality for the forthcoming 10-11 years.

The Shire of Gingin Local Planning Strategy identifies that there is *"…increasing pressure for extractive industry development as the resource lessens in the metropolitan area".* The Strategy identifies that there is a need to protect the Basic Raw Materials (BRM) in the region until such time as they can be extracted. The Strategy also specifically recognises the utility of limesand for agricultural purposes to assist in arresting soil acidification on affected rural lands.

It is acknowledged a key environmental issue within the Strategy is the potential impact extractive activities have on the landscape in rural areas. The visual amenity impact of the proposed development is considered to be minimal and manageable in the context of the existing rural character of the area, when having regard to the nature of existing adjacent land use.

A key economic objective of the Strategy is to *"…facilitate more intensive and diversified use of rural land for higher value products"* which includes the extraction of basic raw material. The proposal is considered to be consistent with the above objective.

Whilst it is noted the subject site is identified on Figure 4 of the Strategy, the Lancelin Townsite Strategic Map, as potentially forming part of a 'Tourist Node', along with the General Rural zoned lots to the immediate north, the use of the site for an extractive industry would not necessarily prevent an alternative land use from being contemplated in the future, subject to the use of adjacent sites for extractive industry operations also being wound up. Whilst the use of adjoining land continues to be used for sand extraction, there would be no prospect of progressing a proposal for a tourist related land use.

3.3 Guilderton to Kalbarri Sub-Regional Strategy

The Guilderton to Kalbarri Sub-Regional Strategy, identifies limesand extraction is one of the sub-region's key economic drivers:

Limesand deposits within the dune systems along parts of the sub-region are a valuable resource for the broader region's agricultural industry.

The Guilderton to Kalbarri Sub-Regional Strategy further recognises that a ready supply of limesand is essential for the sustainability of agricultural production. Map 10 of this document identifies significant geological supplies of limesand both to the north and south of the site.

The Sub-Regional Strategy also recommends that major freight associated with the transport of limesand be directed towards the Aglime Routes. The subject site has convenient access to Aglime Route 2 via Lancelin Road, Indian Ocean Drive, KW Road, Sappers Road and Orange Springs Road to Brand Highway (and further east via Mogumber Road West). Trucks may also continue south along Indian Ocean Drive to Gingin Brook Road utilising Aglime Route 1.

3.4 Wheatbelt Regional Planning and Infrastructure Framework

The Wheatbelt Regional Planning and Infrastructure Framework recognises Basic Raw Materials (BRM), including limesand, are in demand both within the Wheatbelt region and to service the Perth metropolitan area. It is estimated more than 14.25 million hectares of Wheatbelt soils are acidic or at risk of becoming acidic and restricting agricultural production. The primary means of addressing soil acidification is by application of agricultural lime (limesand) reinforcing the value of this product in supporting agricultural land use.

3.5 State Planning Policy 2.4 – Basic Raw Materials

The current WAPC State Planning Policy 2.4 – Basic Raw Materials, was gazetted in July 2000. Since this time an updated Draft State Planning Policy 2.4 has been advertised. Submissions for comment on this planning policy closed on the 25/01/2019 however the updated version of the SPP2.4 has not yet been finalised.

The objectives of the current State Planning Policy 2.4 are as follows:

- *identify the location and extent of known basic raw material (BRM) resources;*
- *protect Priority Resource Locations, Key Extraction Areas and Extraction Areas from being developed for incompatible land uses which could limit future exploitation;*
- *ensure that the use and development of land for the extraction of basic raw materials does not adversely affect the environment or amenity in the locality of the operation during or after extraction;*
- *provide a consistent planning approval process for extractive industry proposals including the early consideration of sequential land uses.*

The draft policy seeks to enable the responsible extraction of Basic Raw Materials (BRM) while ensuring the protection of people and the environment. The application of this policy provides the foundation for land use planning to address the sustainable management of BRM in Western Australia. Applicable to this proposal, the following objectives of the policy are as follows:

> *a) Provide guidance to facilitate the planning of BRM extraction from sites, where such extraction is considered appropriate on planning and environmental grounds;*
>
> *(c) ensure considerations relating to the extraction of BRM and the regional importance of the materials are taken into account in the early stages of the planning process including scheme amendments, planning strategies and structure plans;*
>
> *(e) prioritise the extraction and availability of BRM through the identification of sequential use sites and planned extraction and remediation as appropriate for the final intended land use;*
>
> *(f) ensure that the use and development of land for extraction of BRM, during or after extraction, avoids, minimises and mitigates detrimental impacts on the community and environment, including water resources and biodiversity values, while allowing for future use, consistent with long term planning.*

With regard to the above current state policy objectives, the Application meets the objectives as outlined as follows:

- The proposed extractive industry is within a region known for the availability of BRM resources;
- Due to the location, relatively low intensity, minimal visual intrusion and site management procedures, the development will have no adverse impact on the environment or amenity of the area.
- The proposal seeks to minimise and mitigate environmental impacts by progressively rehabilitating the site using native species, whilst still providing for future use of the site by limiting the depth of excavation to a finished level which is generally consistent with surrounding land.



3.6 State Planning Policy 2.5 – Rural Planning

The intent of the rural planning policy is to *'protect and preserve Western Australia's rural land assets due to the importance of their economic, nature resource, food production, environmental and landscape values.'*

The policy objectives are as follows:

(a) *support existing, expanded and future primary production through the protection of rural land, particularly priority agricultural land and land required for animal premises and/or the production of food;*

(b) *provide investment security for existing, expanded and future primary production and promote economic growth and regional development on rural land for rural land uses;*

(c) *outside of the Perth and Peel planning regions, secure significant basic raw material resources and provide for their extraction;*

(d) *provide a planning framework that comprehensively considers rural land and land uses, and facilitates consistent and timely decision-making;*

(e) *avoid and minimise land use conflicts;*

(f) *promote sustainable settlement in, and adjacent to, existing urban areas; and*

(g) *protect and sustainably manage environmental, landscape and water resource assets.*

The policy specifically addresses the extraction of basic raw materials outside the Perth and Peel planning regions and encourages the protection and extraction of basic raw materials whilst promoting sequential land use planning and appropriate rehabilitation. The proposal satisfies this specific policy objective whilst also having regard to the other relevant objectives of SPP 2.5.

3.7 State Planning Policy 2.6 - Coastal Planning

Given the site is located within the coastal zone, the provisions of State Planning Policy 2.6 – Coastal Planning (SPP 2.6) are applicable. SPP 2.6 was prepared by the WAPC to provide guidance for decision making in coastal areas, in order to protect, conserve and enhance coastal environments, particularly in response to accelerated coastal erosion from sea level rise. The policy objectives are set out as below:

1. *Ensure that development and the location of coastal facilities takes into account coastal processes, landform stability, coastal hazards, climate change and biophysical criteria;*
2. *Ensure the identification of appropriate areas for the sustainable use of the coast for housing, tourism, recreation, ocean access, maritime industry, commercial and other activities;*
3. *Provide for public coastal foreshore reserves and access to them on the coast; and*
4. *Protect, conserve and enhance coastal zone values, particularly in areas of landscape, biodiversity and ecosystem integrity, indigenous and cultural significance.*

SPP 2.6 provides detailed guidance for local authorities to prepare and maintain specific Coastal Hazard Risk Management and Adaption Plans to provide specific land use planning guidance.

3.8 Shire of Gingin Coastal Hazard Risk Management and Adaption Plan

The Shire of Gingin commissioned the preparation of a Coastal Hazard Risk Management and Adaption Plan (CHRMAP). The CHRMAP provides technical assessment of the rate of coastal erosion on the three major coastal townships in the Shire; being the Lancelin, Ledge Point and Seabird.

While the coastal mapping does not extend to the subject site, the CHRMAP provides a general sense of the potential extent of future coastal erosion. The total erosion allowances predicted for 2110 range from 21m to 202m from the current shoreline. No sand extraction activity is proposed within 200m of the shoreline and in any case the temporary nature of the use (a timeframe of approximately 5 years) means it will be unaffected by any changes brought about by future coastal erosion.

3.9 Lancelin South Structure Plan

A Structure Plan and Outline Development Plan, comprising Lots 9504, 9505, 5243 and 1 Lancelin and Old Ledge Point Roads, Lancelin, was adopted on 2 October 2007 by the Shire of Gingin, and approved by the Western Australian Planning Commission (WAPC) in August 2009. The Lancelin South Structure Plan (LSSP) comprises 538ha of 'Future Development' zoned land, and depicts the road and indicative lot layout for predominantly residential development. The land north of Lancelin Road comprises a mix of light and service industrial zoned land; while all land south comprises Residential (R15-R40), Community Purpose (Schools & Community) and Retail/Commercial.

The western extent of the LSSP is defined by the north-south aligned portion of Old Ledge Point Road.

A subsequent Local Planning Scheme Amendment was progressed over the land, which rezoned the southern portion of the LSSP area to 'Conservation' under Local Planning Scheme No. 9. This provided a greater portion of remnant vegetation to be retained, and also consequently provided a greater distance to the active and potential sand mining operations located to the west and south of the LSSP area. This Scheme Amendment was supported by a Revised Masterplan of the LSSP area; which was also adopted to supersede the 2007 Structure Plan. What we understand to be the current version of the Lancelin South Master Plan Map (the 'Masterplan') has been attached at **Appendix D**.

As illustrated at **Figure 2** of this Report, the northern extent of the subject site generally corresponds to the northern extent of the land reserved for 'Conservation' within the LSSP area. Whilst the nearest residential lot designated on the Masterplan is approximately 80 m from the Application Area, the existing urban development front within the LSSP is still some 1700 m from the proposed extraction area on Lot 510.

It is noted the staging of the limesand extraction pit would proceed in a southerly direction (away from the urban development front) and the estimated life of the pit would be approximately 5 years. Accordingly, it is expected the limesand resource on Lot 510 would be exhausted well before there would be any risk of amenity impacts on residential lots resulting from the carrying out of sand extraction activities within the application area.

It is noted trucks transporting sand from the subject site along Old ledge Point Road to Lancelin Road (and returning unladen to the site from Lancelin Road) would travel past residential lots. This currently occurs in any event given the existing sand extraction operations in the locality that utilise Old Ledge Point Road to transport limesand towards Aglime Route 2.

3.10 Environmental Protection Authority Guidance Statement No. 3

The Environmental Protection Authority Guidance Statement No. 3, outlines that Extractive Industry uses, specifically sand and limestone extraction which does not require grinding or milling works (as is the case with this proposal), has a required buffer distance of 300m – 500m (depending on the size of the development) from sensitive land uses. Whilst the total proposed Application Area extends over 11.63 ha, the intensity of the development is considered to be relatively low, in terms of staging, depth of excavation, frequency of use (with peak demand between the months of January and April), hours of operation, transport movements and annual extraction tonnage/volumes.

In any case, the nearest existing sensitive land use (residence) is approximately 1700m from the Application Area.

3.11 Indian Ocean Drive Planning Guideline

The Indian Ocean Drive Planning Guideline sets out broad guidelines for the location, siting and design of various land uses and development in the locality of Indian Ocean Drive (IOD), including Basic Raw Materials extraction. The Guideline applies specifically to a 500 m corridor on either side of the IOD road reserve from the Woodridge rural settlement, south of Guilderton, to the intersection of IOD with the Brand Highway. It also applies more generally to land that is outside of that corridor but may be prominently viewed from IOD. The subject site is located some 3.1km from IOD and is further obscured from view due to intervening landform. As such the development of the site will not have any impact on rural or natural landscapes when viewed from IOD.

3.12 Shire of Gingin Extractive Industries Local Law

The Shire of Gingin, under the Local Government Act, has prepared an Extractive Industry Local Law to outline the process for determining Extractive Industry Licence applications made to the Shire. The Application is able to satisfy all of the regulations as stipulated within the local law to allow for an appropriately staged and located development to operate in a manner that will have no adverse impact on the surrounding locality.

4 PROPOSED DEVELOPMENT

4.1 Development Overview

This Application for Development Approval proposes the extraction of limesand from Lot 510 Old Ledge Point Road, Lancelin. Once the necessary approvals are obtained, sand extraction shall be undertaken by an experienced operator. An overall extraction area of approximately 11.63 ha is proposed, with a total extraction volume estimated to be around 358,000 m^3 which would be exhausted in around 5 years/seasons based on existing demand for this resource.

The Development Plan set (**Appendix B**) includes:

- a Pre-Extraction Site plan – identifying existing contours, AAMGL, the proposed Application Area (including indicative annual staging);
- an Extraction Plan – including finished pit level and contours based on the AAMGL;
- a Post Extraction/Rehabilitation Plan illustrating the finished pit level following rehabilitation (AAMGL + 300mm utilising redistributed top soil);
- a Post Extraction Section; and
- Floor Plans and Elevations of the proposed transportable site office.

4.2 Scale and Duration of Operations

Demand for lime sand is highly seasonal, with peak demand typically occurring between January and April. Operations at the sand pit will vary according to market demand and to satisfy specific contracts, with output ranging from near-zero in winter to between 10,000 – 12,000 tonnes per week in summer.

It is anticipated the pit will initially produce about 75,000 tonnes per annum, increasing according to demand up to a maximum of 100,000 tonne per annum. Based on the estimated volume of the sand resource available, the total lifetime of the quarry will be in the order of five years.

The proposed extraction area is approximately 11.63 ha and will be set back a minimum of 40m from Old Ledge Point Road and 20m from all other lot boundaries.

4.3 Stages of Excavation

The extraction will be undertaken in two main stages, with the first stage covering approximately two thirds of the resource. The extraction will begin close to Old Ledge Point Road in the north-east of the site and proceed west. The second stage is likely to begin at the same general location and proceed south. Within each stage, extraction will proceed progressively, with rehabilitation taking place behind the extraction front. The active working area at any one time will be no more than 1ha.

It is envisaged a more detailed staging plan could be developed and submitted to satisfy a condition of development approval relating to the provision of a rehabilitation bond once an operator has been confirmed and specific operational details are further refined.

4.1 Depth of Excavation

The pit will be excavated to a minimum level of between 1 m and 1.6m AHD, depending on the depth of the resource and the occurrence of limestone. Because the sand resource is contained within sand dunes, the quarry will produce a final landform that is level with the surroundings to the east and west. The level of Old ledge Point Road where it adjoins the subject land is approximately 4 m AHD.

4.2 Method of Excavation

A wheeled loader (CAT 966H or similar) will be used to excavate and load the sand. A loader will be used to strip the topsoil/overburden to a depth of 300mm (approximately 21,000m^3 of topsoil in total). The topsoil will initially be windrowed (to a height of less than 2m) for later use in rehabilitation. As the pit progresses, stripped topsoil will be placed directly onto newly completed areas of the pit. The loader will be used to excavate the sand and load it directly into trucks. In busy periods, two loaders may be used, with one excavating the sand and the other loading trucks.

A diesel-powered mobile screening plant (Kleeman Mobiscreen MS952EVO or similar) will be used as required to screen coarse limestone fragments from the sand. The screening plant will have a capacity of approximately 500 tonnes per hour, although the actual throughput is expected to be less than 3,000 tonnes per day.

On-site refuelling of the loaders and screening plant will be carried out by a mobile tanker. On-site maintenance will be limited to routine oil changes. Major maintenance will be carried out off-site. No fuel or oils will be stored or discharged on site.

4.3 Material Stockpiles

Minimal excavated/screened material will be stockpiled on site. Typically, once material is screened, it is removed from site. The largest volume/tonnage of stockpiled material would not exceed 3,000 tonnes, which would be equivalent to the amount of material screened in a single day.

4.4 Hours of Operation

Sand extraction will occur between the hours of 6am - 6pm Monday to Friday and 6am - 12pm Saturday. Occasionally, the pit may operate until 6pm on Saturdays. No sand extraction will occur on Sundays or on public holidays. Typically, the sand extraction activity will be more focussed on Monday – Wednesday with reduced activity for the remainder of the week.

4.5 Site Access and Traffic Generation

The proposed Extractive Industry will utilise the existing access from Old Ledge Point Road which enables the existing land form and vegetation adjacent to Old Ledge Point Road to remain relatively undisturbed (refer to **Plates 1 - 5**). Limestone road base will be utilised to construct a driveway from Old Ledge Point Road through to the proposed Application Area. The access from Old Ledge Point Road has clear lines of sight for about 550m to the north and 200m to the south.

Sand will be transported from the site by pocket road trains in loads of up to 62 tonnes. It is anticipated up to 180 truck-loads per week (approximately 35 per working day) will be required to export the sand during periods of peak activity. This equates to 360 two-way truck movements (loaded and unloaded) per week (70 per day).

Old Ledge Point Road already carries heavy trucks from the adjacent quarry and is well able to cater for the additional traffic that will be generated by this proposal.

The subject site has convenient access to Aglime Route 2 which extends from Lancelin through to Goomalling, via the townships of Regans Ford, New Norcia and Calingiri (see **Figure 6**). Aglime Route 2 is comprised of a road

network classified as a 'Regional Distributor Road' and according to Main Roads HVS network mapping, 27.5m Oversize B-Double vehicle configurations are permitted along this route.

Aglime Route 2 has been allocated for upgrades as a priority. Work on this route was initially flagged by the state government in 2017 and has more recently received additional funding. It is understood that upgrades to Sappers Rd have already been completed and upgrade works along Orange Spring Road is currently underway.

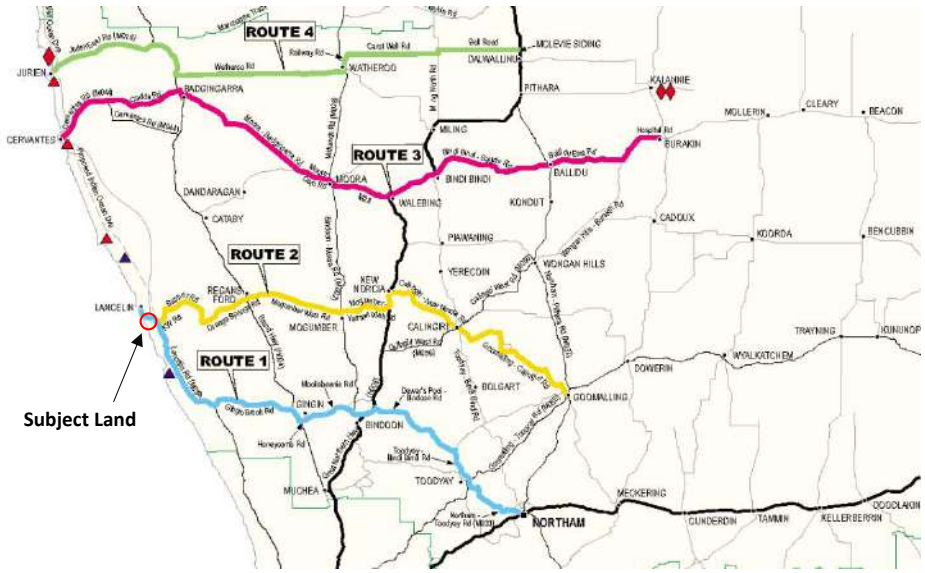


FIGURE 6 – AGLIME ROUTES (ROADS 2030)

Trucks may also continue south along Indian Ocean Drive to Gingin Brook Road utilising Aglime Route 1

4.6 Dust Management

Dust may be generated by excavation, sand screening, truck loading and wind action on exposed surfaces. The main potential for dust generation will occur during the stripping of topsoil, which contains fine sand and particulate organic matter. The potential for dust generation during excavation, screening and loading of sand, which has much more evenly sized particles, will be much lower.

Water for dust suppression will be applied as necessary by a 30,000 litre water cart which will be sourced from another pit owned by the operator or from a public standpipe. Given the pit's relatively small size and distance from residences, little dust suppression watering is expected to be necessary.

No topsoil stripping will occur when the wind speed is greater than 20km/hr. No excavation, screening or truck loading will occur in winds of greater than 40km/hr. Progressive rehabilitation of quarried areas will mean that no more than 1ha of sand is exposed at any one time, thus reducing the potential for dust generation.

4.7 Noise Management

The proposed is remote from noise-sensitive premises. The nearest neighbouring residence is approximately 1700m to the north and screened from the site by topography. Given the physical separation from existing residential development and that the pit is only anticipated to operate for approximately 5 years, noise nuisance on sensitive land uses is not expected to be an issue.

Mechanical equipment used at the quarry will include front-end loaders, a mobile screening plant and trucks carrying the sand. These will be fitted with standard noise attenuation equipment. No blasting or rock-breaking will be required. It is anticipated the operations will be able to comply with the *Environmental Protection (Noise) Regulations, 1997* at all times.

4.8 Drainage Management

The highly porous sands of the site will generate little or no runoff under any but the most extreme rainfall conditions. Any runoff that does occur will be captured in the pit, where it will infiltrate to the groundwater within a few hours. Runoff from the access road will be allowed to drain to the roadside, where it will infiltrate.

4.9 Protection of Retained Vegetation

Vegetation proposed to be retained would be protected by identifying the extent of the clearing envelope for each particular stage by pegging the excavation area prior to works commencing.

4.10 Management of Visual Impacts

As referenced in section 3 of this report, the excavation activity will not be highly visible from Old Ledge Point Road due to landform and the retained (40m vegetation buffer). The site will become less evident as the sand extraction progresses (and the site levels are lowered).

Whilst the sand extraction operations may be visible from Old Ledge Point Road when the site is viewed from its southern most point in a south west direction, the existing Optima operations will remain a much more visually dominant within the landscape. As such, this form of land use should be anticipated within the locality and is considered to form part of the specific rural character of the area.

4.11 Employees and Site Management

Up to three employees will be on site at any time, including two operating the loaders and one in a transportable site office. Staff ablutions will be provided by a self-contained temporary facility (chemical toilet) that will be pumped out regularly by a licensed tanker operator. No on-site effluent disposal will occur.

The excavation site will be securely fenced, and gateways locked when the site is not actually in use. Warning signs will be located along each boundary of the excavated area, not more than 200m apart and not less than 1.8m high or less than 1m wide. The warning signs will contain the wording “DANGER EXCAVATIONS KEEP OUT”. These requirements are set out as the Obligations of the Licensee which must be met under the Extractive Industries Local Law 2004.

5 REHABILITATION PROGRAM

5.1 Objectives

The primary objective of the rehabilitation and decommissioning program is to ensure that following the completion of the extractive industry, notwithstanding that the landform will have been modified, the site is otherwise restored and rehabilitated to a condition similar to what it was prior to the commencement of the development.

5.2 Rehabilitation Activity

Rehabilitation will consist of terrain reshaping and the re-establishment of native vegetation. Rehabilitation will be progressive and will take place immediately behind the front of each extraction block (sub-stage). The topsoil from each extraction block will be saved and re-spread over the surfaces of restored landforms to allow for the regrowth of native vegetation from the seed bank in the topsoil.

The landform at the end of extraction will be a flat or gently sloping pit floor with a sandy soil texture. The pit floor will be left smooth and even to prevent ponding of surface water and erosion.

The rear and sides of the pit will be battered where necessary to a slope of less than 1:3. The Section at **Appendix A** shows a conceptual profile of the completed land surface.

Rehabilitation will comprise battering (if necessary) to a slope of less than 1:3, followed by spreading of topsoil and vegetation debris. Topsoil will be applied to the completed pit surface using a wheeled loader and spread using a grader.

Stockpiled vegetation debris will be spread over the soil surface to provide a seed source. Some debris may be burned in situ to break seed dormancy and create ash beds for germination. These rehabilitation activities will be completed within one month of the completion of quarrying in each extraction block.

It is assumed a condition of approval will require payment of a rehabilitation bond. Given the progressive rehabilitation programme proposed for the site, the bond amount could be applied in a 'rolling' manner, where the bond amount is held against only the active 1ha area (not for the entire application area).

5.3 Ongoing Monitoring

Regrowth of native vegetation in the rehabilitated area will be monitored visually once each year for two years after the completion of the initial rehabilitation works. Records of the monitoring, including photographs of the rehabilitated area, will be made available to the Shire of Gingin.

If at the end of two years the regrowth is not seen to be progressing satisfactorily, direct seeding with local native species (selected from the species list included in the Environmental Assessment) may be undertaken.

5.4 Final clean-up

Upon completion of all works and extraction, the final site clean-up will be completed as part of decommissioning. The access track will remain for the purpose of providing site access for fire break maintenance. The transportable site office/site amenities will be removed.



6 CONCLUSION

Development approval for an Extractive Industry at Lot 510 Old Ledge Point Road, Lancelin is sought on behalf of Indian Coast Joint Venture as detailed in this report.

The proposed Extractive Industry development application is justified as follows:

- This proposal seeks to extract a basic raw material (limesand), required to service an increasing demand for this resource within the agricultural sector;
- The property is well located with good access to transport links of suitable capacity and construction that are specifically identified for the transport of agricultural limesand;
- The proposed extractive industry use will be of a relatively low intensity and consistent with the use of adjacent land for sand extraction;
- Extraction works shall be appropriately managed and sequentially implemented to minimise any impact on surrounding landholders and the public;
- Rehabilitation work will be completed to a standard which will ensure the amenity and character of the broader area is appropriately maintained.

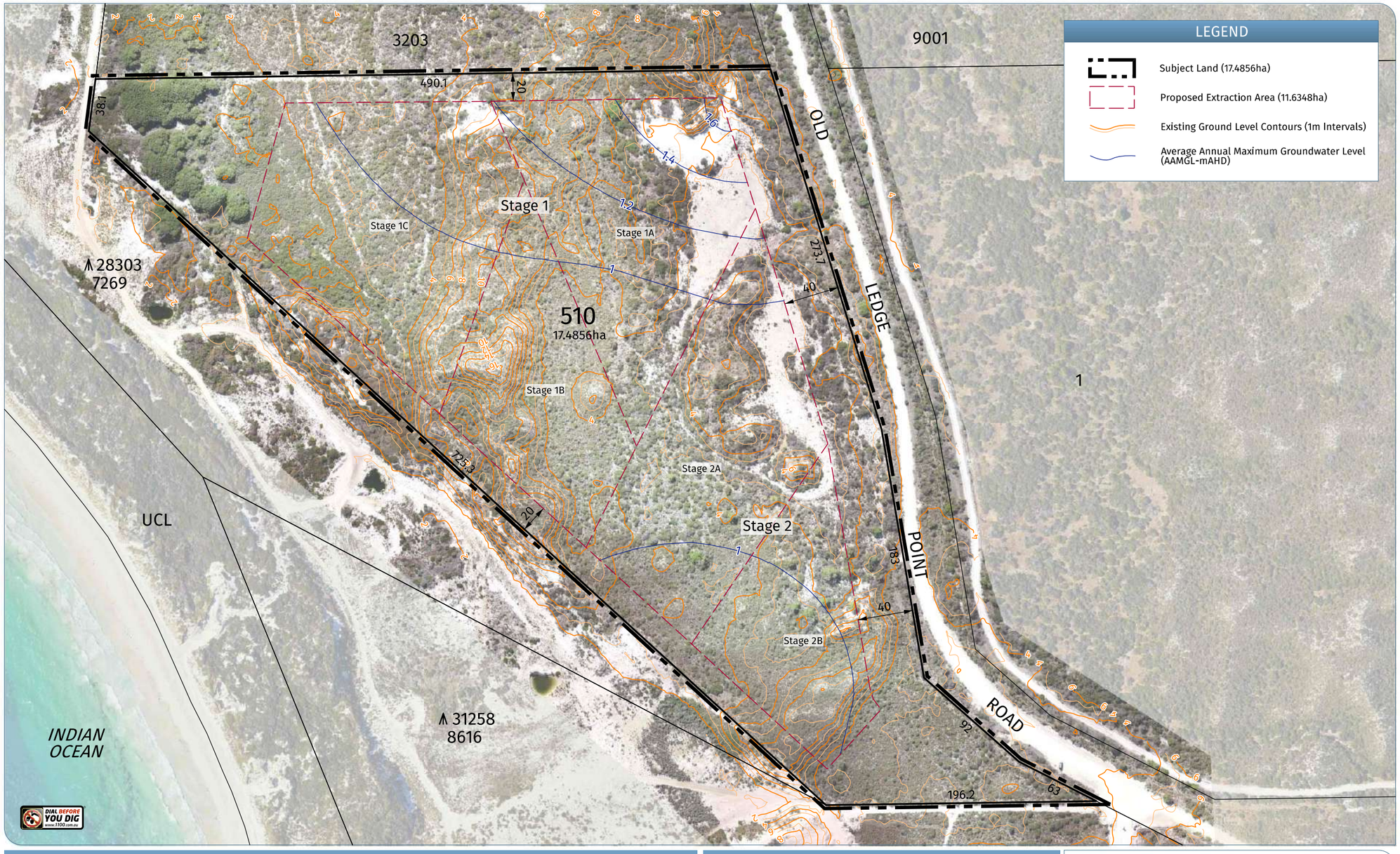
On the basis of the description and rationale provided within this report, it is respectfully requested that the Shire of Gingin review this application and approve the proposed extractive industry development and issue an extractive industry licence.

Should additional information be required to facilitate approval, please do not hesitate to contact the author of this report.

APPENDIX A | CERTIFICATE OF TITLE &

LETTER OF AUTHORITY

APPENDIX B | DEVELOPMENT PLANS



PRE EXTRACTION SITE PLAN

Lot 510 Old Ledge Point Road, LANCELIN

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Checked	DM
Revision	A
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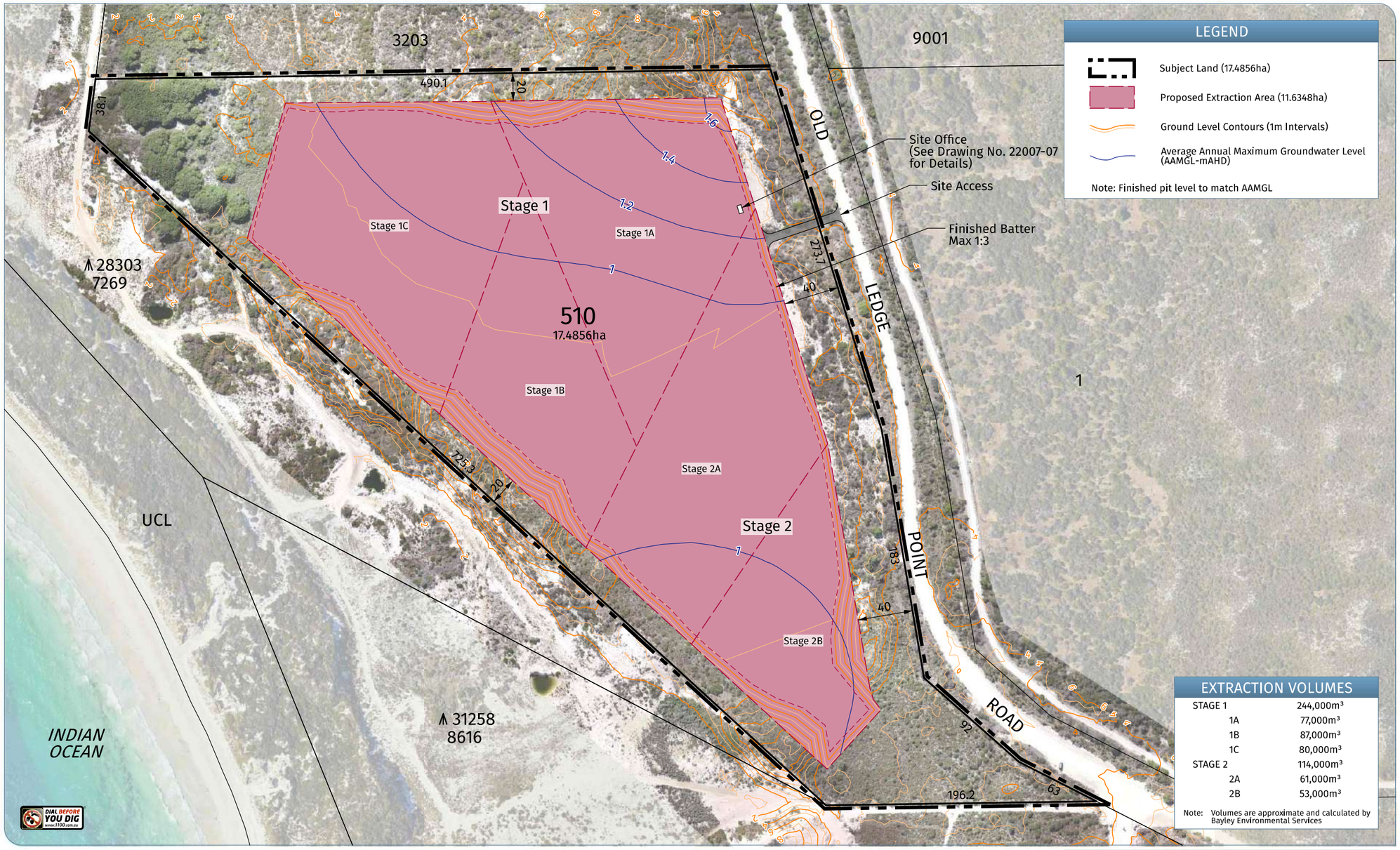
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EXTRACTION AND STAGING PLAN

Lot 510 Old Ledge Point Road, LANCELIN

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Drawn | NP
Checked | DM
Revision | A
Scale | 1:2500@A3

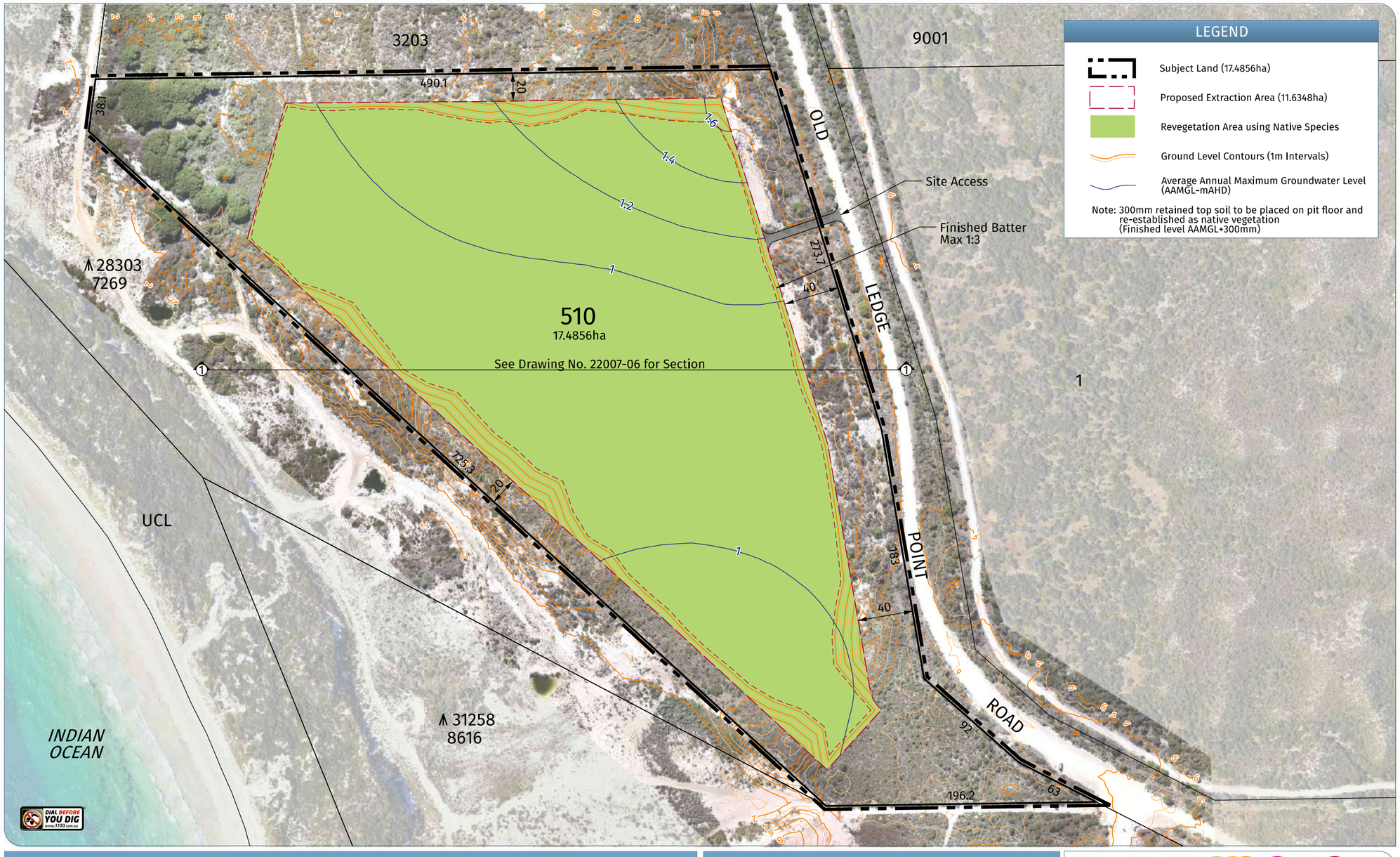
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POST-EXTRACTION/REHABILITATION PLAN

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Revision	A
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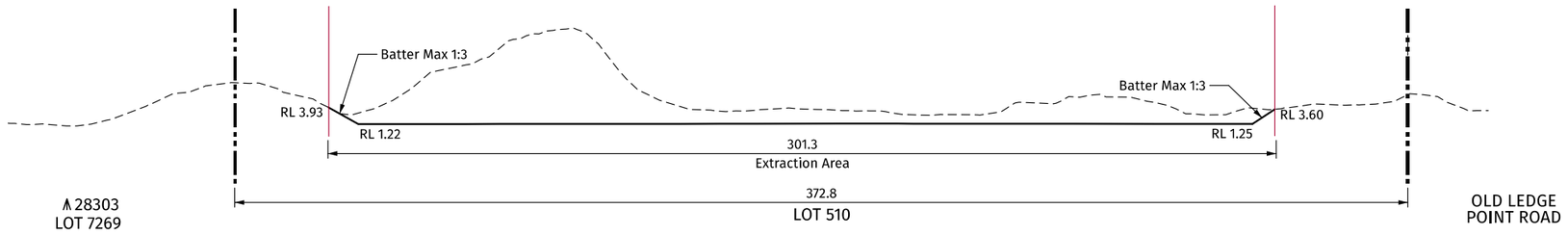
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Site Cross Section 1

Horizontal Scale 1 : 2000



Vertical Scale 1 : 1000



LEGEND

- Natural Ground Level
- Post Extraction Ground Level
- Lot Boundary
- Extraction Boundary

SECTION

Lot 510 Old Ledge Point Road, LANCELIN

Plan No. | 22007-06
Date | 19/02/21
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Revision | A

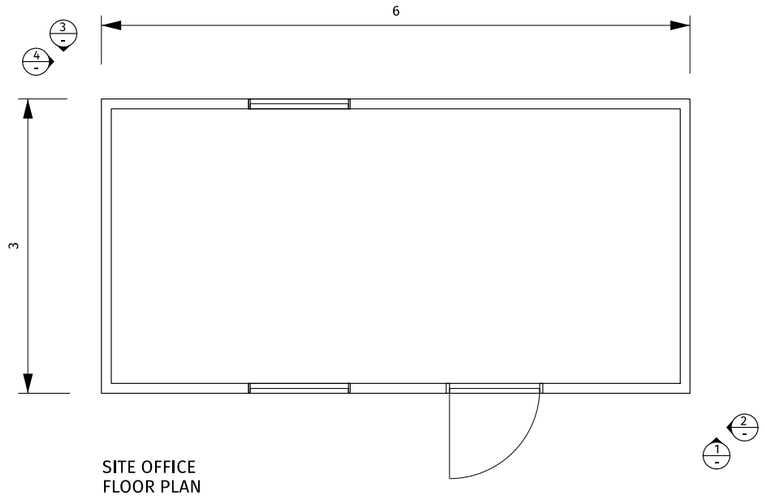
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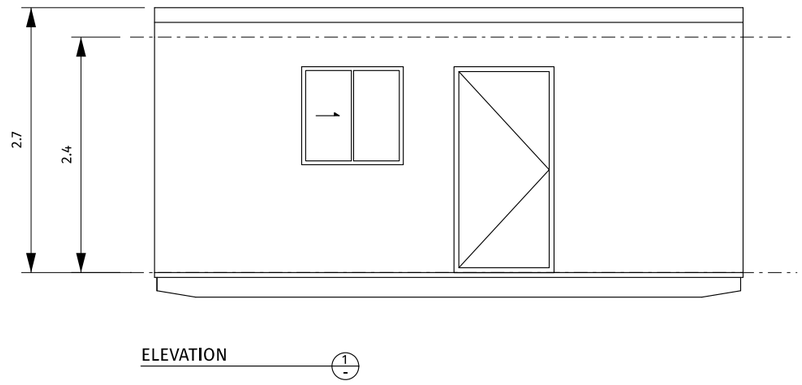
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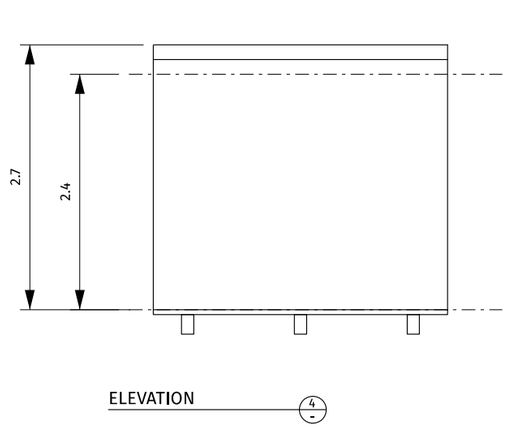
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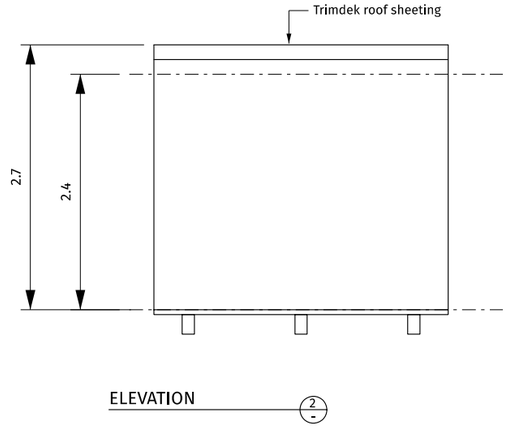
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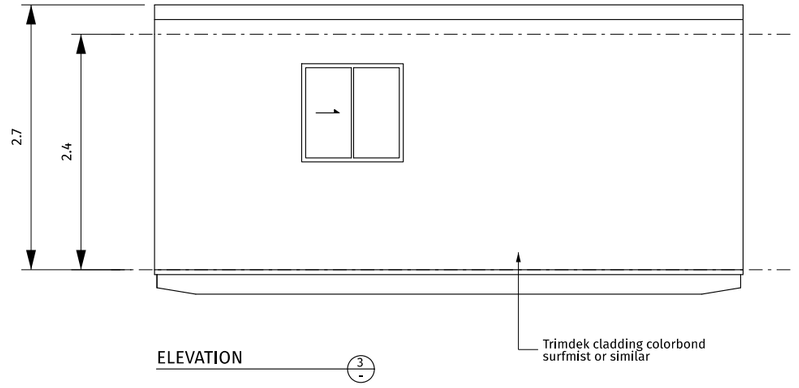
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FLOOR PLAN AND ELEVATIONS

Lot 510 Old Ledge Point Road, LANCELIN

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APPENDIX C | ENVIRONMENTAL ASSESSMENT

PROPOSED SAND EXTRACTION
LOT 510 OLD LEDGE POINT ROAD, LANCELIN

ENVIRONMENTAL ASSESSMENT

Prepared for

Indian Coast Joint Venture
c/- Harley Dykstra
15/2 Hensbrook Loop
FORRESTDALE WA 6112

Report No. J20013B
12 March 2021

BAYLEY ENVIRONMENTAL SERVICES
30 Thomas Street
SOUTH FREMANTLE WA 6162

Sundowner Nominees Pty Ltd as trustee for the Bayley Cook Family Trust ABN 20 822 598 897
trading as Bayley Environmental Services

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1.0 INTRODUCTION

Indian Coast Joint Venture (ICJV) proposes to develop 510 Old Ledge Point Road, Lancelin for a lime sand extraction operation.

Bayley Environmental Services was commissioned in September 2020 to carry out site investigations and prepare the necessary applications for approval of the extraction operation.

Lot 510 has an area of approximately 17.4 hectares and is located west of Old Ledge Point Road about 4.1km south of Lancelin. Figure 1 shows an aerial view of the site and surroundings.

This environmental assessment report has been prepared in support of applications by ICJV for a clearing permit, works approval, development approval and extractive industry licence.

2.0 SITE DESCRIPTION

2.1 Geology, Landforms and Soils

The site is located in the Quindalup Dunes system of the Swan Coastal Plain, about 200m to 600m from the ocean. The landform consists of irregular or parabolic calcareous sand dunes ranging in elevation from 1m to 16.5m AHD with slopes ranging from less than 2% to over 60%. Figure 2 shows topographic contours over the site.

The soil consists mostly of calcareous and/or siliceous sands. The sands are generally loose, free-draining and very low in organic content and nutrients. Cemented limestone occurs in places at elevations between -5m and 3m AHD. Previous sand extraction has left some areas of exposed limestone pavement at about 3m AHD in the north-east of the site.

Drilling at ten sites on the perimeter and within the site found a white to pale grey to pale yellow sandy soil profile to between 3.5m and 6m. Limestone was reported in one borehole at a depth of 9.5m (-5.6m AHD) during previous drilling. Figure 2 shows the locations of the drilling sites. Appendix A shows bore logs from the drilling.

2.2 Hydrology

There is no surface water expression within the site. Surface runoff may occur over the exposed limestone areas for short periods during intense rainfall events.

Groundwater occurs at levels of about 0.6m to 1.6m AHD (0.6-12m below ground) beneath the site, moving generally south-west towards the ocean. Measurements in six on-site bores in October 2020 showed groundwater depths of 0.75m to 4.28m in the bores.

Simultaneous measurements in a DWER monitoring bore (Salvado 1B) located 520 east-southeast of the site (Figure 1) enabled the average annual maximum groundwater levels (AAMGL) beneath the site to be calculated. Figure 2 shows the groundwater levels on 15 October 2020 and the AAMGL beneath the site, as contoured with the SURFER 6 surface mapping package.

Combining the calculated AAMGL with detailed spot height data provided by Harley Dykstra enabled depths to the AAMGL to be calculated and mapped as shown on Figure 2.

2.3 Vegetation and Flora

2.3.1 Vegetation Types

The vegetation of the site is mapped as Quindalup Complex by Heddle *et al*. (1980). The Quindalup Complex is associated with the Quindalup Dunes landform system and comprises two alliances: the Strand and Foredune Alliance and the Mobile and Stable Dune Alliance. The vegetation of Lot 510 belongs to the latter, which occurs on dunes slightly more inland and which has a higher diversity of vegetation than the Strand and Foredune Alliance.

Beard (1981) mapped the vegetation of the study area as Association 1007: Coastal heath and thicket on recent dunes.

Ecoscape (2007) surveyed the vegetation and flora of the site in October 2007. The survey found five vegetation communities on the site:

- *Spyridium globulosum* Closed Heath over *Templetonia retusa*, *Rhagodia baccata* and *Acanthocarpus preissii* Low Open Shrubland over *Lepidosperma gladiatum* Very Open Sedgeland;
- *Melaleuca lanceolata* Tall Shrubland over *Melaleuca huegelii* Open Shrubland over *Melaleuca systena* and *Rhagodia baccata* Low Open Shrubland over *Baumea juncea* and *Ficinia nodosa* Sedgeland;
- *Acacia rostellifera* Tall Open Scrub over *Spyridium globulosum, Acacia truncata* and *Rhagodia baccata* Shrubland over *Acanthocarpus preissii* Low Open Shrubland over **Bromus diandrus* Low Open Grassland and *Hardenbergia*; and
- *Melaleuca systena, Santalum acuminatum* and *Cryptandra mutila* Closed Low Heath over *Lomandra maritima* and *Conostylis pauciflora* subsp. *euryrhipis* Very Open Herbland.

Plantecology (2021) resurveyed the vegetation in October 2020, mapping the following associations on the site:

- *Melaleuca systena* Low Shrubland

Low shrubland of *Melaleuca systena, Olearia axillaris* and *Spyridium globulosum* with *Cryptandra mutila* over a herbland of *Conostylis candicans* subsp. *calcicola*, *Conostylis ?pauciflora* subsp. *euryrhipis* and *Hemiandra glabra* on grey-cream sand on dunes.

- *Acacia rostellifera* Tall Shrubland

Tall shrubland of *Acacia rostellifera, Spyridium globulosum* and *Santalum acuminatum* over a herbland of *Acanthocarpus preissii, Lomandra maritima* and *Rhagodia baccata* subsp. *baccata* on grey-cream sands of flats and swales.

- *Spyridium globulosum* Closed Shrubland

Closed shrubland of *Spyridium globulosum, Melaleuca huegelii* subsp. *huegelii* and *Templetonia retusa* over a herbland of *Lepidosperma gladiatum, Rhagodia baccata* subsp. *baccata* and *Acanthocarpus preissii* on grey-cream sands of swales.

- *Melaleuca lanceolata* Low Closed Forest

Closed low forest of *Melaleuca lanceolata* over Open Shrubland of *Melaleuca huegelii* subsp. *huegelii* over a sedgeland of *Ficinia nodosa* and *Lepidosperma pubisquameum* on grey-cream sands of swales.

Figure 3 shows the Plantecology (2021) vegetation mapping. The full Plantecology (2021) report is attached in Appendix B.

2.3.2 Vegetation Condition

Ecoscape (2007) assessed the vegetation condition of the site as ranging from Degraded in the previously quarried and cleared areas to Excellent in the uncleared areas. Weed invasion was minor, with no significant areas exceeding 5% weed cover.

The Plantecology (2021) survey found that the condition of the vegetation had improved in parts. Much of the *Acacia rostellifera* Tall Shrubland, previously mapped as Degraded, is now in Good or Very Good condition, and some of the previously quarried areas have regenerated enough to new be mapped as Good condition. A small blowout has developed at the northern end of the site and is in Completely Degraded condition.

Figure 4 shows the vegetation condition mapping by Plantecology (2021).

2.3.3 Flora

Ecoscape (2007) found a total of 41 native plant species from 23 families on the site. Plantecology (2021) found 70 native species, making a total of 76 native species across the two surveys.

The Ecoscape and Plantecology surveys also found eleven introduced species within the site. None of the introduced species is listed as a Declared Pest under the WA Biosecurity and Agriculture Management Act 2007.

Appendix C shows a consolidated flora species list from the two surveys.

2.3.4 Rare and Significant Flora

Ecoscape (2007) found two listed Priority Flora species, *Stylidium maritimum* (P3) and *Conostylis pauciflora* ssp. *euryrhipis* (P3) on the site. Priority species are not formally protected. No Declared Rare Flora (DRF) were found on the site.

Plantecology (2021) found 22 individual plants of *Stylidium maritimum* at six locations in the *Melaleuca systena* Low Shrubland, including in some locations not found by Ecoscape, but did not find it in the northern half of the site. Plantecology (2021) also found *Conostylis ?pauciflora* subsp. *euryrhipis* in numerous locations throughout the *Melaleuca systena* Low Shrubland as well as parts of the *Acacia rostellifera* Tall Shrubland.

2.3.5 Floristic Communities

Based on the floristic data, Ecoscape (2007) tentatively assigned the vegetation to one or both of two floristic community types (FCTs), as identified by Gibson *et al.* (1994):

- FCT 29a Coastal shrublands on shallow sands; and
- FCT 29b Acacia shrublands on taller dunes.

Plantecology (2021) analysed the current and previous floristic data for the site using hierarchical agglomerative clustering. The data for the Swan Coastal Plain regional survey (Gibson *et al.*, 1994) was downloaded from the NatureMap website and updated to reflect current nomenclature. The new data from the current survey were added to the matrix one plot at a time to remove any effect of spatial correlation between the new plots. Each new dataset was then analysed calculating the Bray-Curtis distance coefficient (or resemblance measure) and the flexible beta linkage method (beta = -0.1). Assignment of the Old Ledge Point Rd plots was to the nearest distinct group by inspection of the resulting dendrogram. The analyses were undertaken using R packages Cluster and Vegan.

The Plantecology (2021) analysis again indicated the vegetation units within the site are either FCT 29a 'Coastal shrublands on shallow sands' or FCT 29b 'Acacia shrublands on taller dunes'. This result is consistent with the locality, soils and position relative to the coast on the Swan Coastal Plain.

2.3.6 Threatened and Priority Ecological Communities

Both FCT 29a and FCT 29b are listed as Priority 3 Ecological Communities under Western Australian State policy. Neither is listed as a Threatened Ecological Community (TEC), and the site vegetation did not match any of the 69 listed TECs at the time of the survey. A search of the DBCA Threatened Ecological Communities Database by Ecoscape in 2007 found no records of TECs within 10km of Lot 510.

Gibson *et al.* (1994) rated both FCT 29a and FCT 29b as Poorly Reserved (known from a single National Park or A-Class Nature Reserve) and Susceptible (liable to be modified or destroyed by human activities or vulnerable to new threatening processes). The Gibson *et al* (1994) study area extended only as far north as Seabird, and several large reserves in the Lancelin area including the Lancelin Defence Training Area, Nilgen Nature Reserve and other Crown lands are likely to also support these community types.

2.3.7 Local and Regional Representation

Table 2.1 summarises the status of the site vegetation types State-wide, in the Swan Coastal Plain Bioregion, the Shire of Gingin and within 15km of the site. The data in the table are sourced from the following:

- 2013 Native Vegetation extent by Vegetation complexes on the Swan Coastal Plain south of Moore River (Local Biodiversity Program, 2013).
- CAR Analysis Report 2009. WA Department of Environment & Conservation, Perth www2.landgate.wa.gov.au/slip/portal/services/files/carreserveanalysis2009.xls.
- Vegetation Extent-By-Type GIS database (Department of Agriculture, 2005).
- Swan Coastal Plain Vegetation Complexes GIS database (DPaW, 2016).
- CALM Estate GIS database (CALM, 2009).

Table 2.1 Remnant Vegetation Status

Vegetation Unit	*Pre-European Extent (km^2)*	*Current Extent (km^2)*	*% Remaining*	*% In Secure Reserves*
Remnant Vegetation				
Swan Coastal Plain Bioregion	1501	588	39	13
Shire of Gingin	320	177	55	23
15km Radius	370	155	42	19
Quindalup Complex (Heddle *et al.*, 1980)				
Swan Coastal Plain Bioregion	385	213	55	14
Shire of Gingin	164	122	74	1.6
15km Radius	96	81	84	2.7
Guilderton 1007 (Beard, 1981)				
Swan Coastal Plain Bioregion	30.1	21.6	72	8.5
Shire of Gingin	15	12.7	85	8.4
15km Radius	73	33.8	56	0.1

The table shows that the vegetation types present in Lot 510 and remnant vegetation overall are well represented both locally and regionally, but that their formal reservation

status is moderate to poor. Figure 5 shows the local and regional representation and reservation.

2.4 Fauna

A search of the Department of Environment and Conservation Threatened and Priority Fauna Database by Ecoscape (2007) identified two Schedule One Fauna Species (Fauna that is rare or likely to become extinct) (Western Australian Government 2006) as occurring within 10 km of Lot 510. They are:

- Carnaby's Black-Cockatoo (*Calyptorhynchus latirostris*); and
- Lancelin Island Skink (*Ctenotus lancelini*).

Carnaby's Black-Cockatoo is listed as Endangered under the 2007 IUCN Red List of Threatened Species (IUCN 2007), Threatened under the Western Australian Wildlife Conservation Act (Western Australian Government 2006) and Endangered under the EPBC Act (Australian Government 1999).

The Lancelin Island Skink is listed as Vulnerable under the 2007 IUCN Red List of Threatened Species (IUCN 2007), Vulnerable under the Western Australian Wildlife Conservation Act (Western Australian Government 2006) and Vulnerable under the EPBC Act (Australian Government 1999). Although the Lancelin Island Skink is recorded as occurring within 10 km of Lot 510, there is only one mainland sighting, directly opposite the island (Australian Government 1999).

Ecoscape (2007) carried out a reconnaissance fauna survey of Lot 510 searching for evidence of and habitats for listed Threatened Fauna, in particular the two most likely species, Carnaby's Black Cockatoo and the Lancelin island Skink.

The survey found no evidence of either species on the site, and no feeding, roosting or breeding habitat for Carnaby's Black Cockatoo. The report concluded that there was no realistic likelihood of either species being present.

2.5 Landscape

The site is elevated and the highest parts are visible from up to 10km away. The visibility will decrease substantially as the site levels are reduced by sand extraction.

The site is in an area that already hosts several sand quarries, including a large operation owned by Optima Lime immediately to the south. Therefore the proposed quarry on Lot 510 would be in keeping with existing activities in the surroundings.

2.6 Aboriginal Heritage

The Department of Planning Lands & Heritage (DPLH) online Aboriginal Sites Database shows one large non-registered Aboriginal heritage site, No. S00542:Ledge Point (Site ID 3237), covering a rectangular area of 100km^2 around the project site. Site S00542 is described as a "camp site and water source" and is listed in the database as "Stored Data". Appendix D shows the site report.

Non-registered sites are not formally protected and no permission under the Aboriginal Heritage Act 1972 is required to disturb them. The presence of other recent developments in the vicinity, including the extraction operation to the immediate south, suggests that the site is not considered significant.

3.0 PROPOSED SAND EXTRACTION

3.1 Available Sand Resource

The quantity of sand available for extraction depends largely upon the depth to which excavation can occur, which in turn is determined by the height of the water table. The Shire of Gingin's *Extractive Industries Local Law 2004* does not set a maximum depth of excavation or minimum clearance above the groundwater table for extractive industries, although it does give the Shire power to impose conditions on the depth of excavation.

A major consideration is the need to avoid creating open water bodies. For this reason, it is proposed to limit the depth of excavation to the level of the AAMGL. Following the replacement of topsoil, this will result in a minimum 0.3m clearance above the AAMGL and avoid the creation of surface water bodies.

The groundwater measurements and modelling carried out to date suggest that the AAMGL sits at between about 1m and 1.6m AHD across the site, meaning that the elevation of the quarry floor would be between about 1m AHD in the west and 1.6m AHD in the north-east.

Preliminary estimation with SURFER 6 using the mapped AAMGL contours and detailed spot heights suggest that the maximum sand resource available within Stage 1 (Figure 6) is about 244,000 cubic metres, while Stage 2 contains an estimated 114,000m^3. These volumes assume that all of the resource is of suitable grade except for 0.3m of topsoil.

Sample analysis at three sites within Lot 510 by LiquidlabsWA has shown that the lime sand on Lot 510 is of very high quality, with average calcium content across the three samples of 32.3%, particle size mostly (>60%) less than 0.25mm and weighted average acid neutralising value of 94.3%. Appendix E shows the test results.

3.2 Area and Depth of Excavation

The quarry will be excavated to a minimum level of between 1 m and 1.6m AHD, depending on the depth of the resource and the occurrence of limestone. This will result in an excavation depth of up to 12 metres. Because the sand resource is contained within sand dunes, the quarry will produce a final landform that is level with the surroundings to the east and west.

The extraction area will be set back at least 40m from Old Ledge Point Road and 20m from all other lot boundaries.

Figure 6 shows the existing and proposed final contours of the quarry.

3.3 Access Roads

Access to the site will be from Old Ledge Point Road via a private driveway. The turnoff from Old Ledge Point Road has clear lines of sight for about 550m to the north and 200m to the south.

3.4 Duration and Staging of Extraction

The extraction will be undertaken in two main stages, with the first stage covering about two thirds of the resource. The extraction will begin close to Old Ledge Point Road in the north-east of the site and proceed west. The second stage is likely to begin at the same general location and proceed south. Within each stage, extraction will proceed progressively, with rehabilitation taking place behind the extraction front. The active working area at any one time will be no more than 1ha. Figure 6 shows the proposed staging of the quarry.

Demand for lime sand is highly seasonal, with peak demand typically occurring between January and April. Operations at the quarry will vary according to demand, with output ranging from near-zero in winter up to 10,000-12,000 tonnes per week in summer.

The quarry will initially produce about 75,000 tonnes per annum, increasing according to demand up to a maximum of 100,000 tpa. The total lifetime of the quarry will be in the order of five years.

3.5 Method of Excavation

A wheeled loader will be used to strip the topsoil/overburden to a depth of up to 0.3m. The topsoil will be either windrowed (to a height of less than 2m) for later rehabilitation or placed directly onto previously quarried areas.

The loader will then be used to excavate the sand and load it directly into trucks. In busy periods two loaders may be used, with one excavating the sand and the other loading trucks.

3.6 Overburden Management

Up to 21,000m^3 of topsoil will be removed to a depth of up to 0.3m to expose the sand resource. Initially, the topsoil will be windrowed for later use in rehabilitation. Later, as the pit progresses, stripped topsoil will be placed directly onto newly completed areas of the pit.

3.7 Plant and Equipment

Two wheeled loaders (CAT 966H or similar) will be kept at the site and used to excavate and load the sand.

A diesel-powered mobile screening plant (Kleeman Mobiscreen MS952EVO or similar) will be used as required to screen coarse limestone fragments from the sand. The screening plant will have a capacity of approximately 500 tonnes per hour, although the actual throughput is expected to be less than 3,000 tonnes per day. Details of the Kleeman Mobiscreen MS952EVO are attached in Appendix F.

On-site refuelling of the loaders and screening plant will be carried out by a mobile tanker. On-site maintenance will be limited to routine oil changes. Major maintenance will be carried out off-site. No fuel or oils will be stored or discharged on site.

3.8 Hours of Operation

Sand extraction will occur between the hours of 6am - 6pm Monday to Friday and 6am - 12pm or 6pm Saturday, excluding public holidays. The intensity of the quarry operation will depend on sand demand. The busiest period is expected to be summer, when the demand for agricultural limesand is highest.

3.9 Water Demand and Supply

Water for dust suppression will be applied as necessary by a 30,000 litre water truck and sourced from another pit owned by the operator or from a public standpipe. Given the quarry's small size and distance from residences, little dust suppression watering is expected to be necessary.

3.10 Workforce

Up to three staff will be on site at any time, including two in the quarry and one in a transportable site office. Staff ablutions will be provided by a self-contained temporary facility that will be pumped out regularly by a licensed tanker operator. No on-site effluent disposal will occur.

3.11 Truck Movements

Sand will be transported from the quarry by pocket road trains in loads of up to 62 tonnes. Up to 180 truck movements per week (35 per day) will be required to export the sand. Old Ledge Point Road already carries heavy trucks from the adjacent quarry and is well able to handle the extra traffic.

3.12 Drainage Management

The highly porous sands of the site will generate little or no runoff under any but the most extreme rainfall conditions. Any runoff that does occur will be captured in the pit, where it will infiltrate to the groundwater within a few hours.

Runoff from the gravel access road will be allowed to drain to the roadside, where it will infiltrate.

3.13 Noise and Dust Management

The project area is more than 2km from the nearest residence and so noise and dust from the extraction operation are unlikely to be significant issues. This is supported by the previous approval of the extraction operations to the north-west and south-west.

Dust may be generated by excavation, sand screening, truck loading and wind action on exposed surfaces. The main potential for dust generation will occur during the stripping of topsoil, which contains fine sand and particulate organic matter. The potential for dust generation during excavation, screening and loading of sand, which has much more evenly sized particles, will be much lower.

No topsoil stripping will occur when the wind speed is greater than 20km/hr. No excavation, screening or truck loading will occur in winds of greater than 40km/hr. Progressive rehabilitation of quarried areas will mean that no more than 1ha of sand is exposed at any one time, thus reducing the potential for dust generation.

Mechanical equipment used at the quarry will include front-end loaders, a mobile screening plant and trucks carrying the sand. These will be fitted with standard noise attenuation equipment. No blasting or rock-breaking will be required.

The quarry is remote from noise-sensitive premises. The nearest neighbouring residence is more than 2km to the north and screened from the quarry by terrain and vegetation. Therefore, noise nuisance is not expected to be an issue.

3.14 Dieback and Weed Management

Dieback caused by *Phytophthora cinnamomi* generally does not occur in calcareous sands due to the high alkalinity of the soils (e.g. WA Govt, 2010). Dieback hygiene measures are not required of other lime sand quarries in the vicinity, such as the Optima Lime operation to the immediate south and the Cooljarloo limesand quarry in Indian Ocean Drive.

Weed introduction and spread is a risk with any undertaking involving the movement of topsoil in native vegetation areas. In this case the risk is low as a result of the limited area of operation and the absence of any importation of soil.

To minimise the risk of importation of plant diseases or weeds into the site, all machinery (including loaders, graders, screening plant, trailers etc.) will be cleaned down using water jets or compressed air and inspected prior to entry to the site. Trucks transporting sand will be restricted to designated areas of the site and will not access areas where topsoil is stored or in situ. No soil or plant material (other than seed from dieback-free sources, if required) will be imported to the site.

3.15 Rehabilitation and Final Land Use

Rehabilitation will consist of terrain reshaping and the re-establishment of native vegetation. Rehabilitation will be progressive and will take place immediately behind the extractive front of each extraction block. The topsoil from each extraction block will be saved and re-spread over the surfaces of restored landforms to allow for the regrowth of native vegetation from the seed bank in the topsoil.

The landform at the end of extraction will be a flat or gently sloping pit floor with a sandy soil texture. The pit floor will be left smooth and even to prevent ponding of surface water and erosion. The rear and sides of the pit will be battered where necessary to a slope of less than 1:3. Figure 7 shows a conceptual profile of the completed land surface.

Rehabilitation will comprise battering (if necessary) to a slope of less than 1:3, followed by spreading of topsoil and vegetation debris. Topsoil will be applied to the completed pit surface using a wheeled loader and spread using a grader.

Stockpiled vegetation debris will be spread over the soil surface to provide a seed source. Some debris may be burned *in situ* to break seed dormancy and create ash beds for germination.

These rehabilitation activities will be completed within one month of the completion of quarrying in each extraction block.

Regrowth of native vegetation in the rehabilitated area will be monitored visually once each year for two years after the completion of the initial rehabilitation works. Records of the monitoring, including photographs of the rehabilitated area, will be made available to the Shire of Gingin.

If at the end of two years the regrowth is not seen to be progressing satisfactorily, direct seeding with local native species (selected from the species list in Appendix C) may be undertaken.

3.16 Public Safety

The excavation area will be fenced with ringlock wire to discourage unauthorised access. Warning signs will be fixed to the fence at no more than 200m spacing in accordance with the Shire of Gingin Extractive Industries Local Law 2004. Due to the absence of any deep excavation, the site will not pose a high risk to the public except in the immediate vicinity of operating machinery.

No explosives or other hazardous materials will be stored or used on the site.

4.0 ENVIRONMENTAL ASSESSMENT

4.1 Vegetation Clearing

The full quarrying programme will require the clearing of about 11.2 hectares of native vegetation in degraded to excellent condition. About 6.9ha will be cleared in Stage 1, with another 4.3ha to be cleared in Stage 2. The owner will initially apply for a clearing permit for Stage 1.

4.2 Assessment Against the Clearing Principles

a) Native vegetation should not be cleared if it comprises a high level of biological diversity.

Summary: Proposal is not likely to be at variance to this principle.

The wording of this principle suggests that, to be regarded as having a "high level" of biological diversity, then the diversity of the vegetation should be relatively high compared to other vegetation, either of the same type or of different types.

Ecoscape (2007) and Plantecology (2021) together found 76 native flora species on the site. Ecoscape surveyed four 100m^2 plots, while Plantecology (2021) surveyed five plots. The number of native species per plot ranged from 10 to 28, with an average of 19.3 species per 100m^2.

Other surveys in the general area have recorded species richness as follows:

- One Tree Botanical (2020) surveyed fifteen 100m^2 plots in Beard Association 1007 and Quindalup Complex at Two Rocks, for an average species richness of 29.4 species per 100m^2. The 12ha site yielded a total of 99 native species.
- Emerge Associates (2015) surveyed 26 plots in Beard Association 1007 and 19 in Quindalup Complex at Seabird with the following results:
  - Total native species: 179 (363ha)
  - Association 1007: Range 15 – 44 species per 100m^2; Average 24
  - Quindalup Complex: Range 15 – 32 species per 100^2; Average 21.5

These results suggest that the vegetation of Lot 510 has relatively low diversity compared with the other examples. This is likely due at least in part to the previous sand quarrying activity over part of the site and its previous inferred use as unimproved grazing land.

The Quindalup Complex has been previously noted (e.g. Cresswell & Bridgewater, 1984) as having the lowest species diversity and structural complexity of the vegetation systems on the Swan Coastal Plain, due to factors including the salt content of the air and the young age and higher fertility of the soils.

Ecoscape (2007) and Plantecology (2021) found two Priority 3 flora taxa, *Stylidium maritimum* and *Conostylis pauciflora* subsp. *euryrhipis*, on Lot 510 but no listed threatened flora species.

b) Native vegetation should not be cleared if it comprises the whole or part of, or is necessary for the maintenance of, a significant habitat for fauna indigenous to Western Australia.

Summary: Proposal is not likely to be at variance to this principle.

Despite an intensive site survey by Ecoscape (2007) there was no indication of the presence of the two potential threatened fauna species, Carnaby's Black-Cockatoo and the Lancelin Island Skink.

Carnaby's Black-Cockatoo occurs in woodland, shrubland or Kwongan heath, feeding on Hakea, Dryandra or Banksia species (Department of Environment and Conservation 2007), none of which were found on Lot 510. It is therefore unlikely that Lot 510 could be considered as habitat for this species.

The Lancelin Island Skink is known to occur on Lancelin Island and has been reported from one specimen on the mainland directly opposite the island. Despite intensive trapping, no further animals have been captured on the mainland (Australian Government 1999).

Few animals were recorded as being present during the surveys. A Western Grey Kangaroo (*Macropus fuliginosus*) was disturbed during the survey, and Emu (*Dromaius novaehollandiae*) scats were observed. Reptiles, probably snakes, were heard in dense sedgeland, however no positive identifications could be made. There were few bird calls heard, and bird species observed during the daylight survey were limited to common species including Singing Honeyeater and Willie Wagtail.

c) Native vegetation should not be cleared if it includes, or is necessary for the continued existence of, rare flora.

Summary: Proposal is not likely to be at variance to this principle.

No Declared Rare Flora or Threatened Flora listed under the Western Australian Wildlife Conservation Act 2006 or the Commonwealth EPBC Act 1999 were found by either the Ecoscape (2007) or Plantecology (2021) surveys, and none are considered likely to be present.

d) Native vegetation should not be cleared if it comprises the whole or a part of, or is necessary for the maintenance of, a threatened ecological community.

Summary: Proposal is not likely to be at variance to this principle.

No Threatened Ecological Communities were found in Lot 510 by the Ecoscape (2007) or Plantecology (2021) surveys, although the two Floristic Community Types (FCTs) assessed as being present are both listed as Priority 3 Ecological Communities by the DBCA.

e) Native vegetation should not be cleared if it is significant as a remnant of native vegetation in an area that has been extensively cleared.

Summary: Proposal is not likely to be at variance to this principle.

Table 2.1 shows that the vegetation types present in the application area, and remnant vegetation overall, are generally well represented in the Swan Coastal Plan Bioregion, the Shire of Gingin and within a 15km radius of the site. All have more than 39% of their pre-European extent remaining locally and regionally. The level of secure reservation in some cases is low, with the Quindalup complex being poorly reserved in the Shire of Gingin, and both it and Beard Association 1007 very poorly reserved within 15km of the site. Nonetheless, the level of representation shows that ample opportunities for further reservation exist, both in the Shire of Gingin and within 15km of the site.

f) Native vegetation should not be cleared if it is growing in, or in association with, an environment associated with a watercourse or wetland.

Summary: Proposal is not likely to be at variance to this principle.

The application area is located on elevated dry land. The nearest mapped wetland in the DBCA Geomorphic Wetland Database is Karakin Lake, located 10.3km to the east. The application area contains no wetland-dependent or riparian vegetation.

g) Native vegetation should not be cleared if the clearing of the vegetation is likely to cause appreciable land degradation.

Summary: Proposal is not likely to be at variance to this principle.

Land degradation may be taken to mean erosion, salinisation, nutrient leaching or other events that reduce the capability of the land or other areas downgradient to support biological production.

The application area is situated on elevated soils with no significant risk of salinisation. After quarrying, the site will be rehabilitated to native vegetation.

The proposed sand extraction operation will begin with clearing vegetation and stripping topsoil to a depth (nominally) of 300mm. The vegetation debris and topsoil will be windrowed for use in rehabilitation. The windrows will be watered as necessary to minimise dust generation and erosion. The underlying sands are coarser with low organic content and are much less susceptible to erosion.

h) Native vegetation should not be cleared if the clearing of the vegetation is likely to have an impact on the environmental values of any adjacent or nearby conservation area.

Summary: Proposal is not likely to be at variance to this principle.

There are no conservation areas near the application area. The closest DBCA-managed reserves are the Lancelin and Edwards Islands Nature Reserve, located 4.6km north-west of the site, and the Nilgen Nature Reserve, 7km to the north-east. The proposed clearing will have no effect on either of these reserves.

i) Native vegetation should not be cleared if the clearing of the vegetation is likely to cause deterioration in the quality of surface or underground water.

Summary: Proposal is not likely to be at variance to this principle.

The proposed sand extraction operation will be limited to above the average annual maximum groundwater level. The operation will not involve the use of any chemicals, fertilisers or other potentially contaminating materials.

Refuelling of machinery on site will be carried out by a mobile tanker. No fuel, oils or other environmentally hazardous materials (e.g. pesticides) will be stored on site.

Machinery used on the site will be properly maintained to prevent leakage of oils, fuel and hydraulic fluid. In the unlikely event of a spill or significant leak, the spilled fluid and

any spill-affected soil will be cleaned up and placed in a sealed container or removed from the site within 24 hours.

j) Native vegetation should not be cleared if clearing the vegetation is likely to cause or exacerbate the incidence or intensity of flooding.

Summary: Proposal is not likely to be at variance to this principle.

The application area is situated on elevated ground which is not at risk of flooding.

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Figures



Figure 1

THE SITE AND SURROUNDINGS

bayley environmental services

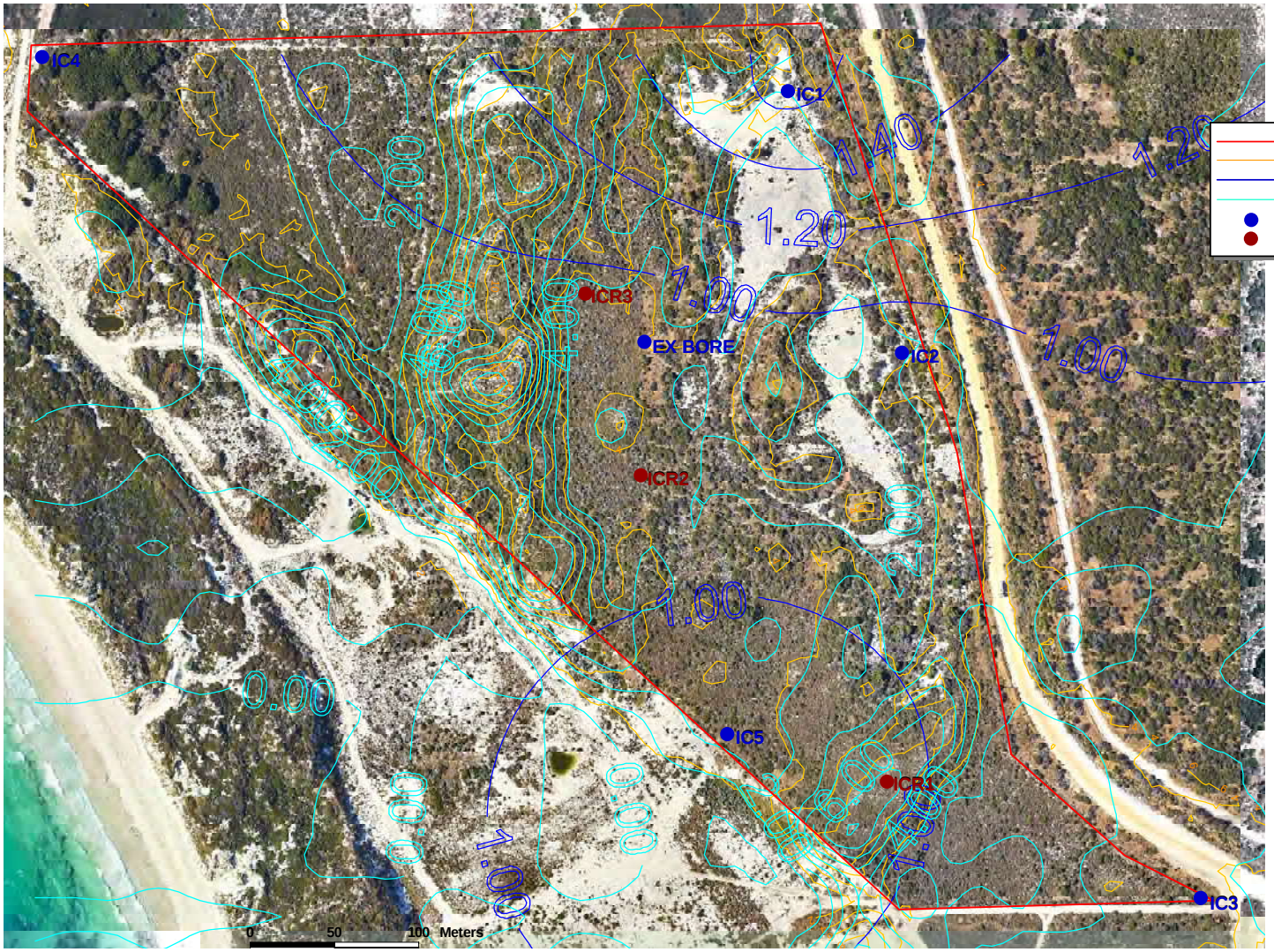


Figure 2

TOPOGRAPHY AND HYDROLOGY

bayley environmental services

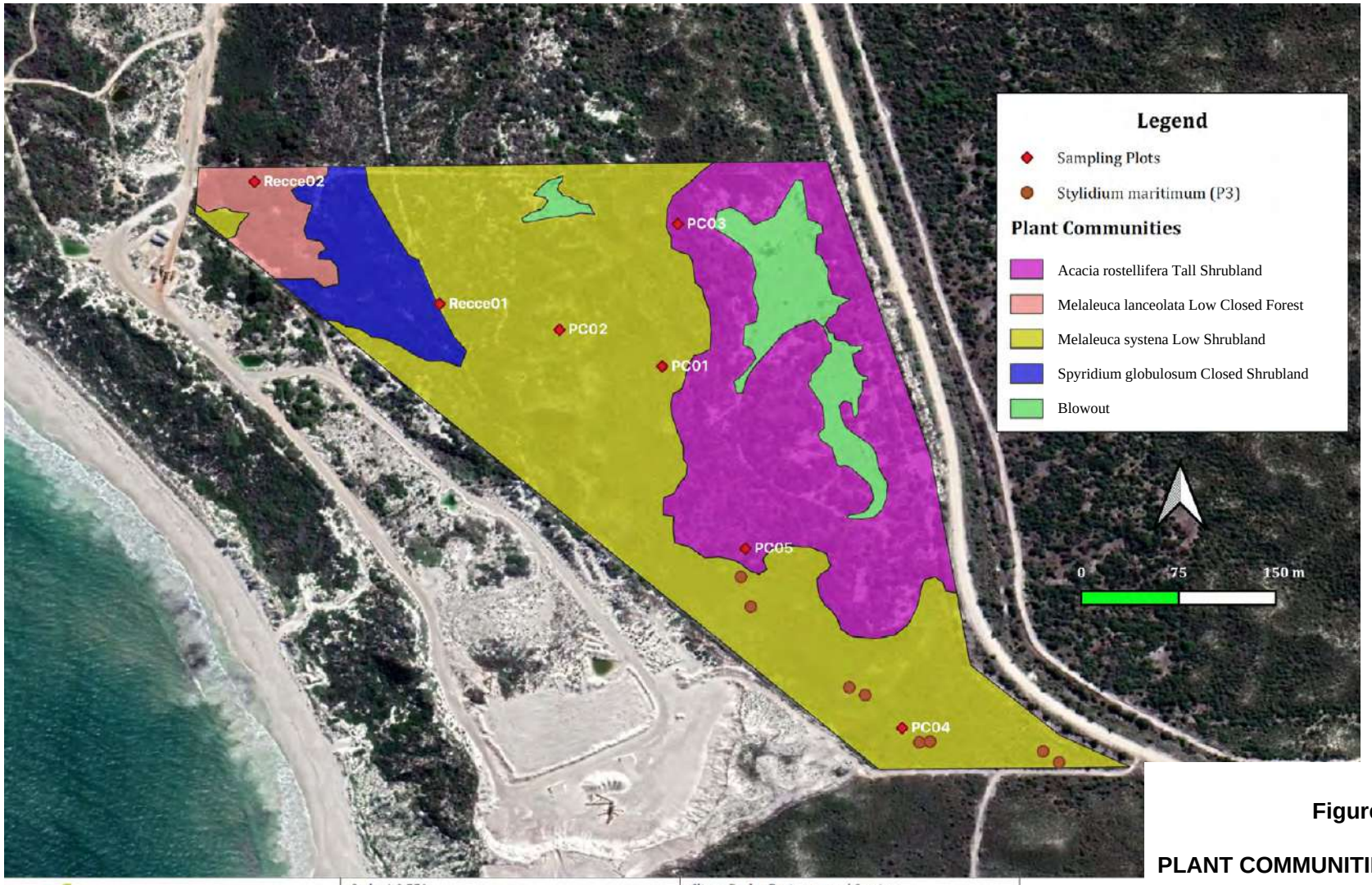


Figure 3

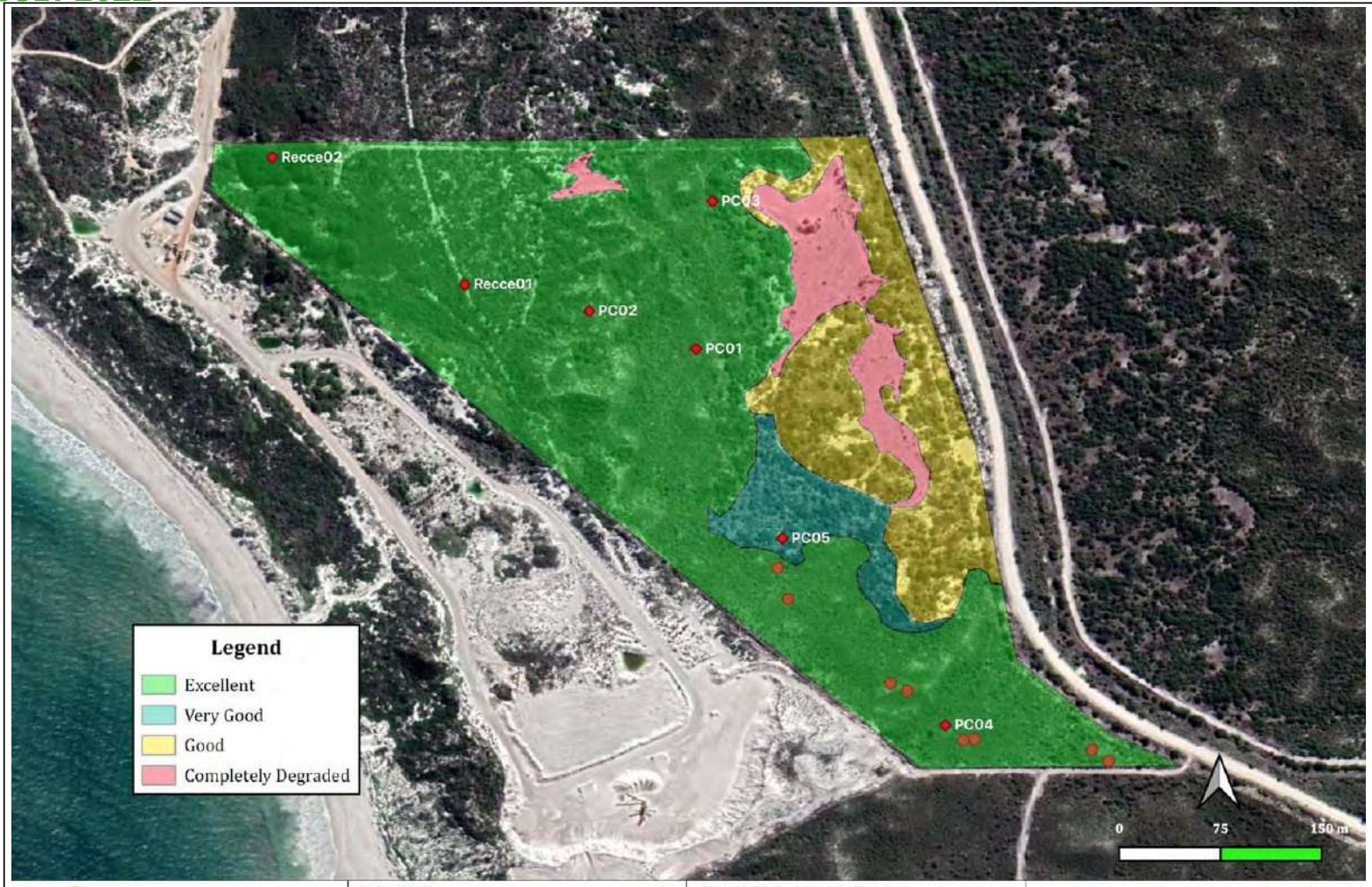
PLANT COMMUNITIES

Plantecology CONSULTING
50 New Cross Rd
Kingsley WA 6026

Scale: 1:3 750
Original Size: A4
Basemap Source: Google Satellite
Datum: GDA94
Projection: EPSG4283

Client: Bayley Environmental Services
Project: Old Ledge Point Rd Vegetation Survey
Location: Lot 510 Old Ledge Point Rd, Lancelin
Author: S. Chalwell
Drawn: S. Chalwell

bayley environmental services



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Scale: 1:3 750
Original Size: A4
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Projection: EPSG4283

Client: Bayley Environmental Services
Project: Old Ledge Point Rd Vegetation Survey
Location: Lot 510 Old Ledge Point Rd, Lancelin
Author: S. Chalwell
Drawn: S. Chalwell

Figure 4

VEGETATION CONDITION

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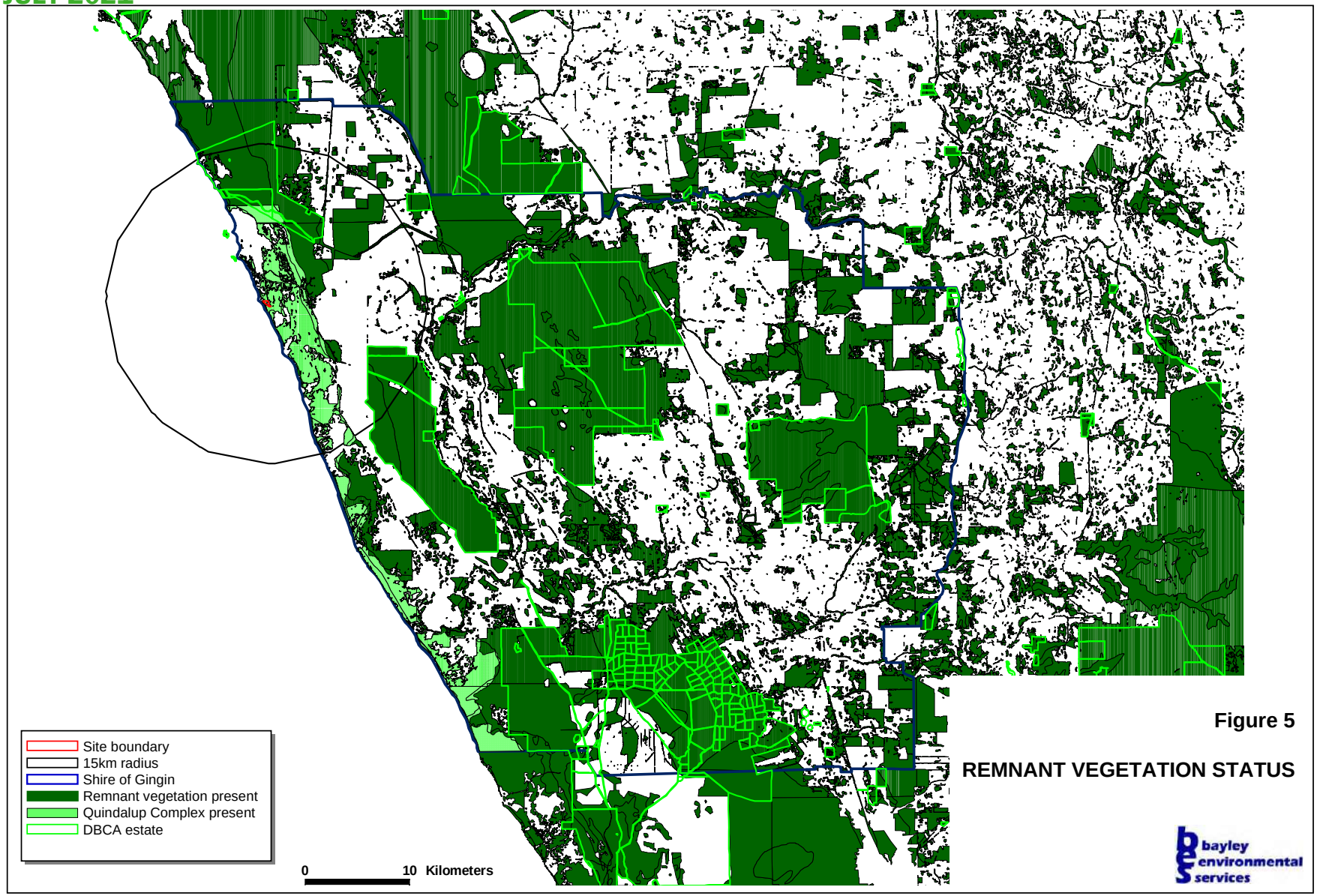
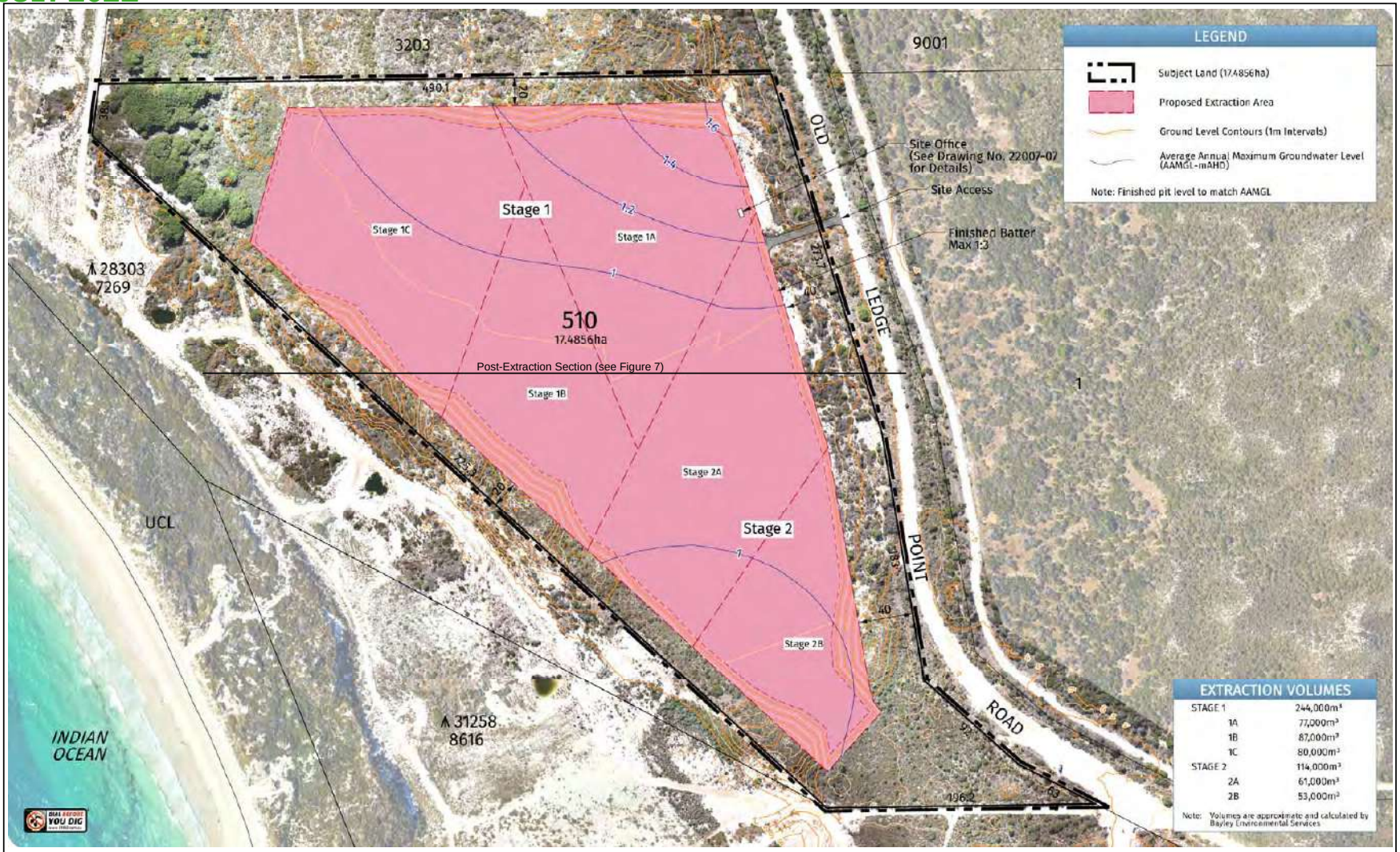


Figure 5

REMNANT VEGETATION STATUS

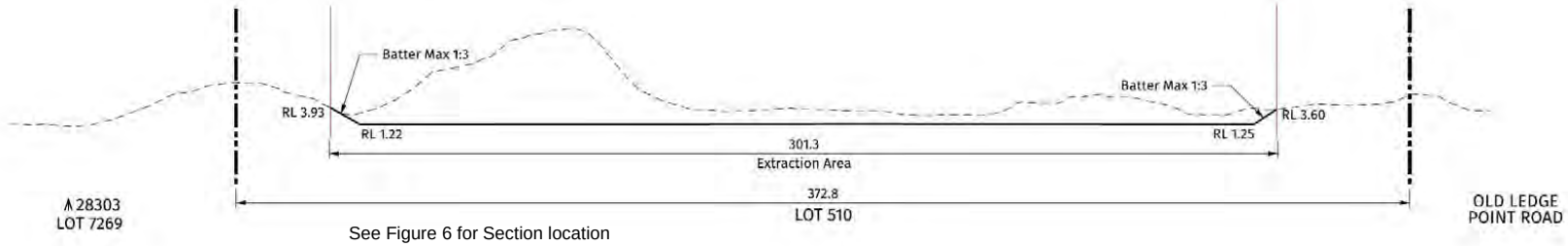


Harley Dykstra

Figure 6

STAGING PLAN

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See Figure 6 for Section location

Site Cross Section 1

Horizontal Scale 1 : 2000

0 20m 40m 60m

Vertical Scale 1 : 1000

0 10m 20m 30m

Figure 7

POST-EXTRACTION SECTION

LEGEND

- Natural Ground Level
- Post Extraction Ground Level
- Lot Boundary
- Extraction Boundary

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PLANNING & SURVEY SOLUTIONS

bayley environmental services

Appendix A

Bore Logs

SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	IC1
EASTING:	343228
NORTHING:	6562018
METHOD:	Auger Rig
TOTAL DEPTH (mbgl):	6.0
REFUSAL (Y/N):	N
DATE:	18/02/2020
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 6	Grey-white sand		



SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	IC2
EASTING:	343298
NORTHING:	6561858
METHOD:	Auger Rig
TOTAL DEPTH (mbgl):	6.0
REFUSAL (Y/N):	N
DATE:	18/02/2020
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 1	V pale grey - white sand		
1 - 1.5	Pale grey-brown sand		
1.5.- 6	Very pale yellow-brown sand		



SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	IC3
EASTING:	343482
NORTHING:	6561522
METHOD:	Auger Rig
TOTAL DEPTH (mbgl):	5.0
REFUSAL (Y/N):	N
DATE:	18/02/2020
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 0.5	Grey-brown sand		
0.5 - 5	Pale yellow-brown sand		



SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	IC4
EASTING:	342765
NORTHING:	6562043
METHOD:	Auger Rig
TOTAL DEPTH (mbgl):	3.5
REFUSAL (Y/N):	N
DATE:	18/02/2020
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 0.5	Pale brown sand		
0.5 - 3.5	Very pale grey sand, wet from 1m		



SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	IC5
EASTING:	343191
NORTHING:	6561624
METHOD:	Auger Rig
TOTAL DEPTH (mbgl):	6.0
REFUSAL (Y/N):	N
DATE:	18/02/2020
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 1	Pale grey sand		
1 - 6	Very pale yellow sand		



SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	ICR1
EASTING:	343288
NORTHING:	6561595
METHOD:	Auger Rig
TOTAL DEPTH (mbgl):	7.5
REFUSAL (Y/N):	N
DATE:	18/02/2020
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 0.5	Pale grey sand		
0.5 - 1	Pale grey-brown sand		
1 - 2	Very pale yellow-white sand		
3 - 7.5	Pale grey sand		



SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	ICR2
EASTING:	343136
NORTHING:	6561782
METHOD:	Auger Rig
TOTAL DEPTH (mbgl):	4.0
REFUSAL (Y/N):	N
DATE:	18/02/2020
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 1	Pale grey-brown sand		
1 - 2	Pale yellow-brown sand		
2 - 4	Pale grey sand, wet at 4m		



SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	ICR3
EASTING:	343101
NORTHING:	6561894
METHOD:	Auger Rig
TOTAL DEPTH (mbgl):	4.0
REFUSAL (Y/N):	N
DATE:	18/02/2020
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 1	Grey-brown sand		
1 - 4	Pale yellow-brown sand		



SOIL PROFILE LOG

PROJECT NUMBER:	J20013
SITE ID:	Existing Bore
EASTING:	343112
NORTHING:	6561857
METHOD:	Unknown
TOTAL DEPTH (mbgl):	10.0
REFUSAL (Y/N):	N
DATE:	16/06/2010
DEPTH TO WATER (mbgl)	

SOIL PROFILE		SAMPLE DATA	
DEPTH (m)	SOIL DESCRIPTION	SAMPLE ID	INTERVAL (m)
0 - 9.5	White sand		
9.5 - 10	Limestone		

Information obtained from DWER SWRIS Database

Appendix B

Botanical Survey Report (Plantecology, 2021)

Lot 510 Old Ledge Point Rd Lancelin
Flora and Vegetation Survey



Prepared for Bayley Environmental Services

Plantecology CONSULTING

FEBRUARY 2021



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Executive Summary

Plantecology Consulting was commissioned by Bayley Environmental Services to undertake a detailed flora and vegetation survey of Lot 510 Old Ledge Point Rd, Lancelin, in the Shire of Gingin. The site is approximately 17.6 ha in area and currently mostly supports native vegetation.

A field survey of the site was undertaken by two botanists from Plantecology Consulting on the 15th October 2020. A detailed survey of the vegetation was undertaken at five 100 m^2 sampling plots (10m x 10m quadrats), selected to adequately sample the flora within a stand. Plots were positioned to sample a representative and homogeneous area (i.e. not located in transitional areas between communities) and also to not overlap with the plots used by Ecoscape (2007) so as to provide a wider sampling coverage of the site. A relevé as defined by the EPA (2016) rather than a detailed plot was located in each of the *Spyridium globulosum* Closed Heath and the *Melaleuca lanceolata* Tall Shrubland mapped by Ecoscape (2007). The stands of these communities are small and as they had been surveyed with quadrats previously, the data gathered by Ecoscape (2007) was used to evaluate any changes in the interim. The location of each corner of a plot was recorded with a hand-held GPS unit and a photograph of the plot taken looking inward to the quadrat. All vascular plant species were recorded and an estimate of the Foliage Projective Cover (FPC) percentage was made for each species.

A total of 70 native and 8 non-native (exotic) taxa were recorded within the site, representing 37 families and 65 genera. The dominant families containing mostly native taxa were Fabaceae (7 native taxa), Asteraceae (6 native taxa), and Myrtaceae (5 native taxa).

No Threatened Flora pursuant to the Biodiversity Conservation Act (2016) nor the EPBC Act (1999) were recorded during the survey.

Two species listed as Priority Flora by the PWS were recorded during the survey. *Stylidium maritimum* (P3) and *Conostylis ?pauciflora* var. *euryrhipis* (P4) occur across the dunes and swales in the central and southern parts of the site.

The survey identified four plant communities within the site:

Melaleuca systena Low Shrubland

Low shrubland of *Melaleuca systena, Olearia axillaris* and *Spyridium globulosum* with *Cryptandra mutila* over a herbland of *Conostylis candicans* subsp. *calcicola, Conostylis ?pauciflora* subsp. *euryrhipis* and *Hemiandra glabra* on grey-cream sand on dunes.

Acacia rostellifera Tall Shrubland

Tall shrubland of *Acacia rostellifera, Spyridium globulosum* and *Santalum acuminatum* over a herbland of *Acanthocarpus preissii, Lomandra maritima* and *Rhagodia baccata* subsp. *baccata* on grey-cream sands of flats and swales.

Spyridium globulosum Closed Shrubland

Closed shrubland of *Spyridium globulosum, Melaleuca huegelii* subsp. *huegelii* and *Templetonia retusa* over a herbland of *Lepidosperma gladiatum, Rhagodia baccata* subsp. *baccata* and *Acanthocarpus preissii* on grey-cream sands of swales.

Melaleuca lanceolata Low Closed Forest

Closed low forest of *Melaleuca lanceolata* over Open shrubland of *Melaleuca huegelii* subsp. *huegelii* over a sedgeland of *Ficinia nodosa* and *Lepidosperma pubisquameum* on grey-cream sands of swales.

Hierarchical clustering assignments indicated that the communities within the site are either FCT 29a – 'Coastal shrublands on shallow sands' or FCT 29b 'Acacia shrublands on taller dunes' , both of which are ranked as Priority 3 communities under Western Australian state policy.

The vegetation for most of the site including the *Melaleuca lanceolata* Low Closed Forest, *Spyridium globulosum* Closed Shrubland and *Melaleuca systena* Low Shrubland remains in an 'Excellent' condition and retains most of its original botanical value (Figure 3). A small blowout has developed adjacent to the northern boundary and is in a 'Completely Degraded' condition. Much of the *Acacia rostellifera* Tall Shrubland has improved to a 'Very Good' rating and some of the sand mined area has regenerated enough to now be considered in 'Good' condition with the bare areas rated as 'Completely Degraded'.

Eight of the taxa recorded during the survey are exotics (weeds). None is a Declared Pest under the Biosecurity and Agriculture Management Act 2007.

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Plate 6: View of sampling plot Recce01: *Spyridium globulosum* Closed Shrubland

Introduction

Plantecology Consulting was commissioned by Bayley Environmental Services to undertake a detailed flora and vegetation survey of Lot 510 Old Ledge Point Rd, Lancelin, in the Shire of Gingin (Figure 1). The site is approximately 17.6 ha in area and currently mostly supports native vegetation.

1.1 Previous Surveys

The site was surveyed by Ecoscape (Australia) Pty Ltd (Ecoscape) (2007). That survey identified four plant communities: a *Melaleuca lanceolata* Tall Shrubland was located in the north-western corner of the site; a *Spyridium globulosum* Closed Heath was mapped adjacent to the southern boundary of the *Melaleuca lanceolata* Tall Shrubland; a *Melaleuca systena, Santalum acuminatum* and *Cryptandra mutila* Closed Low Heath was mapped through the central and southern areas of the site; and an *acacia rostellifera* Tall Open Scrub was mapped on the western part of the site adjacent to a large blowout.

Vegetation condition was described as ranging from 'Good' for the *Acacia rostellifera* scrub to 'Excellent' across the remainder of the site apart from the large blowout, which was rated as 'Completely Degraded'. No Threatened Flora were recorded during the previous survey but two taxa of Priority Flora were recorded in the *Melaleuca systena, Santalum acuminatum* and *Cryptandra mutila* Closed Low Heath.

1.2 Existing Environment

The site is currently vegetated apart from firebreaks around the perimeter and the remnants of sand extraction in the north-eastern sector. The vegetation condition and structure is largely intact, with some evidence of historical access tracks, much of which is regenerating. Inspection of historical aerial photography indicates a small area of sand blowout has formed adjacent to the northern boundary since the time of the Ecoscape (2007) survey.

1.3 Climate

The Lancelin area experiences a dry Mediterranean climate of hot dry summers and cool wet winters. Long-term climatic averages indicate the site is located in an area of moderate to high rainfall, receiving 600 mm on average annually (data for Lancelin, station number 9114, the nearest currently reporting station) (Bureau of Meteorology 2021) with the majority of rainfall received between May and August. The area experiences rainfall on an average of 80 days per year. Mean maximum temperatures range from 19.3 °C in July to 29.9 °C in February. Mean minimum temperatures range from 9.9 °C in July and August, to 18.1 °C in February.

1.4 Soils

The Atlas of Australian Soils maps the soils for the site as Map Unit A13, which is a coastal dune formation backed by low-lying deposits of inlets and estuaries. The chief soils of the dunes are calcareous sands (Uc1.11) with smaller areas of acid peat in the swales (Natural Resource Information Centre 1991).

1.5 Conservation Significant Flora

Under the Biodiversity Conservation Act 2016 ('BC Act'), the Minister for the Environment produces a gazetted list of Threatened Flora under three categories: Critically Endangered, Endangered and Vulnerable. The Parks and Wildlife Service (PWS) also produces a list of Priority Flora that have not been assigned statutory protection under the BC Act but may be under some degree of threat (PWS 2019a). The PWS recognises four Priority Flora levels. The definitions for each category of Threatened and Priority Flora are shown in Appendix E.

As well as protection under State legislation, selected flora are also afforded statutory protection at a Federal level pursuant to the Environment Protection and Biodiversity Conservation Act 1999 (EPBC

Act). The EPBC Act provides for the protection of Threatened species, pursuant to Schedule 1 of the Act, and are defined as "Critically Endangered", "Endangered", "Vulnerable" or "Conservation Dependent" under Section 179. Definitions of these categories are shown in Appendix E. Any action likely to have a significant impact on a species listed under the EPBC Act requires approval from the Commonwealth Minister for the Environment.

Searches of the State databases identified 66 taxa with the potential to occur within the site (Table 1). Of these taxa, nine are listed as Threatened under the BC Act, of which one is an orchid. *Drakaea elastica* occurs in sands of low-lying areas adjacent to damp sites. This species are unlikely to occur within the site.

1.6 Conservation Significant Communities

The PWS defines an ecological community as "a naturally occurring assemblage that occurs in a particular type of habitat" (PWS 2019b). A Threatened Ecological Community (TEC) is one that has declined in area or was originally limited in distribution. Uncommon ecological communities that do not strictly meet TEC defined criteria, or are inadequately defined, are listed by the PWS as a Priority Ecological Community (PEC). Definitions of the categories of Threatened and Priority Ecological Communities are given in Appendix E.

As well as protection under State legislation, selected ecological communities are also afforded statutory protection at a Federal level pursuant to the EPBC Act. The EPBC Act provides for the protection of TECs, which are listed under section 181 of the Act, and are defined as "Critically Endangered", "Endangered" or "Vulnerable" under Section 182. Similar to flora listed under the EPBC Act, any action likely to have a significant impact on a TEC listed under the EPBC Act requires Commonwealth approval.

One terrestrial TEC endorsed under State legislation is recorded as occurring within 10 km of the site:

- Floristic Community Type (FCT) 19a -'Sedgelands in Holocene dune swales of the southern Swan Coastal Plain'.

Two other terrestrial FCTs listed as PECs are recorded as occurring within 10 km of the site:

- 'Tuart (Eucalyptus gomphocephala) woodlands and forests of the Swan Coastal Plain' (Priority 3); and
- 'Banksia dominated woodlands of the Swan Coastal Plain IBRA Region' (Priority 3).

The 'Tuart (Eucalyptus gomphocephala) Woodlands and Forests of the Swan Coastal Plain ecological community' is also categorised as 'Critically Endangered' by the Commonwealth, and the 'Banksia-dominated woodlands of the Swan Coastal Plain IBRA Region' and the 'Sedgelands in Holocene dune swales of the southern Swan Coastal Plain' are both listed as 'Endangered' TECs by the Commonwealth.

None of the communities listed above are mapped as occurring within the site.

1.7 Vegetation Complexes

Vegetation complexes are a series of plant communities forming a regularly repeating pattern associated with a particular soil unit (Government of Western Australia 2000). The vegetation complex mapped as occurring within the site is the Quindalup Complex, which has approximately 60% of its original 55 570 ha pre-European extent remaining and 8.4% of its current extent has some level of protection (Government of Western Australia 2017).

Table 1: Threatened and Priority Flora potentially occurring within the survey area based on database searches. (VU = Vulnerable; EN = Endangered; CR = Critically Endangered; T = Threatened; 1 – 4 = Priority Flora Category)

Taxon	PWS Ranking	EPBC Act Category	Flowering Period
Allocasuarina grevilleoides	3		Sep-Nov
Andersonia gracilis	T	EN	Oct-Nov
Anigozanthos humilis subsp. Badgingarra (S.D. Hopper 7114)	2		Sep-Oct
Anigozanthos humilis subsp. *chrysanthus*	4		Jul-Sep
Anigozanthos viridis subsp. *terraspectans*	T	VU	Oct-Nov
Arnocrinum drummondii	3		Mar-Sep-Dec
Babingtonia delicata	1		
Babingtonia urbana	3		Jan-Mar
Baeckea sp. Limestone (N. Gibson & M.N. Lyons 1425)	1		
Banksia dallanneyi subsp. *pollosta*	3		Aug
Banksia fraseri var. *crebra*	3		Jul-Aug
Beyeria cinerea subsp. *cinerea*	3		Nov
Caladenia speciosa	4		Sep-Oct
Calothamnus accedens	4		Feb
Calothamnus pachystachyus	4		Aug-Oct
Calytrix ecalycata subsp. *brevis*	3		Aug-Oct
Chamaescilla gibsonii	3		Sep
Chorizema varium	T		Jun, Sep-Oct
Conostylis bracteata	3		Aug-Sep
Conostylis pauciflora subsp. *euryrhipis*	4		Aug-Oct
Dampiera tephrea	2		Aug
Darwinia acerosa	T	EN	Sep-Nov
Darwinia carnea	T	EN	Oct-Dec
Desmocladus nodatus	3		
Dillwynia dillwynioides	3		Aug-Dec
Dodonaea hackettiana	4		Jul-Oct
Drakaea elastica	T	EN	Oct-Nov
Eleocharis keigheryi	T	VU	
Eucalyptus argutifolia	T	VU	Mar-Apr
Eucalyptus macrocarpa subsp. *elachantha*	4		Apr-Sep
Gratiola pedunculata	2		Jan-May
Grevillea evanescens			
Grevillea rudis	4		Jul-Feb
Grevillea thyrsoides subsp. *thyrsoides*	3		All
Gyrostemon sp. Mogumber (T.J. Hawkeswood 250)	1		
Haemodorum loratum	3		Sep-Nov
Hakea oligoneura	4		Aug-Oct
Hensmania stoniella	3		Sep-Nov
Hibbertia leptotheca	3		
Hypocalymma sp. Cataby (G.J. Keighery 5151)	2		Aug-Sep

Taxon	PWS Ranking	EPBC Act Category	Flowering Period
Isotropis cuneifolia subsp. *glabra*	3		Sep
Lepidosperma rostratum	T		
Leucopogon sp. Yanchep (M. Hislop 1986)	3		Apr-Jun, Sep
Leucopogon squarrosus subsp. *trigynus*	2		
Macarthuria keigheryi	T	EN	Sep-Dec, Feb-Mar
Marianthus paralius	T		Sep-Nov
Persoonia rudis	3		Sep-Nov
Petrophile biternata	3		Sep
Phlebocarya pilosissima subsp. *pilosissima*	3		Aug-Sep
Pimelea calcicola	3		Sep-Nov
Platysace ramosissima	3		
Ptychosema pusillum	T	VU	Oct-Nov
Rumex drummondii	4		
Sarcozona bicarinata	3		Aug
Schoenus pennisetis	3		Aug-Sep
Scholtzia laciniata	2		
Stylidium aceratum	3		Oct-Nov
Stylidium hymenocraspedum	3		Oct
Stylidium maritimum	3		Sep-Nov
Stylidium sp. Moora (J.A. Wege 713)	2		Oct
Thelymitra apiculata	4		Jun-Jul
Thryptomene sp. Lancelin (M.E. Trudgen 14000)	3		Sep
Trithuria australis	4		Oct
Trithuria australis	4		Oct
Verticordia lindleyi subsp. *lindleyi*	4		Nov-Jan

1.8 Purpose

The purpose of the survey was to assess the botanical values within the site by:

- Undertaking a detailed flora and vegetation survey in accordance with the Environmental Protection Authority's (EPA) *Technical Guidance: Flora and Vegetation Survey for Environmental Impact Assessment* (2016).
- Identifying the presence of any Threatened Ecological Communities (TECs) and Priority Ecological Communities (PECs);
- Undertaking a systematic search for all vascular plant taxa present; and
- Recording the locations and numbers present of any Threatened Flora and Priority Flora.

Methods

1.9 Field Survey

A field survey of the site was undertaken by two botanists from Plantecology Consulting on the 15th October 2020. A detailed survey of the vegetation was undertaken at five 100 m^2 sampling plots (10m x 10m quadrats), selected to adequately sample the flora within a stand (Figure 2). Plots were positioned to sample a representative and homogeneous area (i.e. not located in transitional areas between communities) and also to not overlap with the plots used by Ecoscape (2007) so as to provide a wider sampling coverage of the site. A relevé as defined by the EPA (2016) rather than a detailed plot was located in each of the *Spyridium globulosum* Closed Heath and the *Melaleuca lanceolata* Tall Shrubland mapped by Ecoscape (2007). The stands of these communities are small and as they had been surveyed with quadrats previously, the data gathered by Ecoscape (2007) was used to evaluate any changes in the interim. The location of each corner of a plot was recorded with a hand-held GPS unit and a photograph of the plot taken looking inward to the quadrat. All vascular plant species were recorded and an estimate of the Foliage Projective Cover (FPC) percentage was made for each species.

Environmental data recorded included topographic position, aspect, slope, soil colour and texture class, rock outcropping, litter cover as well as the degree of disturbance and an estimate of the time since the last fire event. The condition of the vegetation of the site was assessed to assist in determining the conservation values of the site. The vegetation condition was rated according to Keighery (1994), a vegetation condition scale commonly used in the metropolitan and southwest regions. The categories are listed and defined in Table 2. Data on the vegetation structure was also recorded and included the height of the three main strata and the dominant species within each stratum. The vegetation structural description follows that of the National Vegetation Information System (Thackway et al. 2006).

Table 2: Vegetation Condition Scale (Keighery 1994)

Vegetation Condition	Definition
Pristine (1)	Pristine or nearly so, no obvious signs of disturbance.
Excellent (2)	Vegetation structure intact, disturbance affecting individual species and weeds are non-aggressive species.
Very Good	Vegetation structure altered, obvious signs of disturbance. For example, disturbance to vegetation structure caused by repeated fires, the presence of some more aggressive weeds, dieback, logging and grazing
Good	Vegetation structure significantly altered by very obvious signs of multiple disturbances. Retains basic vegetation structure or ability to regenerate it. For example, disturbance to vegetation structure caused by very frequent fires, the presence of some very aggressive weeds at high density, partial clearing, dieback and grazing.
Degraded	Basic vegetation structure severely impacted by disturbance. Scope for regeneration but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and grazing.
Completely Degraded	The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as 'parkland cleared' with the flora comprising weed or crop species with isolated native trees or shrubs.

All plant specimens collected during the field survey were dried, pressed and then sorted in accordance with requirements of the Western Australian Herbarium. Identification of specimens occurred through comparison with named material and through the use of taxonomic keys. Taxonomic determinations were made using reference material at the Western Australian State Herbarium. Taxa names utilise the current terminologies from FloraBase (2020). Family names utilise the revised phylogeny of the Angiosperm Phylogeny Group - APGIII (FloraBase 2020).

1.10 Survey Limitations

Various factors can limit the effectiveness of a vegetation survey. Pursuant to EPA Technical Guidance: Flora and Vegetation Survey for Environmental Impact Assessment (EPA 2016), these factors have been identified and their potential impact on the effectiveness of the survey has been assessed (Table 3).

The initial survey was undertaken October 2020 and would likely have intercepted the flowering period of annuals of conservation concern with the potential to occur within the site. However, the preceding three months were drier than normal (mainly in August), which may have affected the flowering of some species.

Table 3: Potential limitations affecting the vegetation survey

Potential limitations	Constraint	Comment
Availability of contextual information	No	Sufficient regional and local information was available to place the survey site in its environmental context.
Competency and experience of the botanists	No	The survey was undertaken by botanists with a comprehensive knowledge of Swan Coastal Plain vegetation, with at least 15 years experience in vegetation surveys in Western Australia.
Seasonality	Minor	The survey was undertaken in spring 2020. The rainfall in the three months prior to the survey was near average for the area. Maximum and minimum temperatures in September and October were approximately 1-2^0 higher than the mean.
Adequate coverage and intensity of survey	No	The survey area was traversed on foot. It is considered the survey quadrats and mapping points provided adequate coverage given the degraded nature of most of the site.
Proportion of Flora identified	No	The survey recorded an estimated 90% of the plant taxa present (Chao2 estimator).
Disturbance	Minor	The vegetation was mostly intact, with a large blowout and bare areas from past resource extraction. A small blowout has formed since the previous survey in 2007.
Resources	No	Adequate resources were available to conduct the survey.
Access restrictions	No	All parts of the site were accessible

1.11 Data Analysis

The remnant vegetation of the southern Swan Coastal Plain (SCP) was surveyed by Gibson et al. (1994) to provide an understanding of the major floristic gradients across the region. The major plant

communities (or FCTs) were defined by classifying the data according to the similarities in species composition between plots. When determining the FCT of a new record, a floristic analysis of species composition provides the most robust method that is consistent with the original classification, although presently a single consistent method for the determination of FCTs for vegetation data in the Swan Coastal Plain is not available.

Hierarchical agglomerative clustering is the usual first stage in classifying vegetation data into community types. This involves calculating the similarity (or more often, the dissimilarity) between plots within the dataset and then sequentially fusing the plots into groups according to their similarity. This type of method was used in the analysis of the original Swan Coastal Plain dataset (Gibson et al. 1994), but its use as the basis for assigning new plot data to the regional classification has some drawbacks. Firstly, a hierarchical clustering only applies to the relationships between plots, and the relative distances between them, within that particular dataset. The addition of new data often alters the relative distances and disrupts the clustering output. Secondly, as an unsupervised method, hierarchical clustering does not define rules for the membership of the defined groups, and so the addition of new plots requires the rebuilding of the entire hierarchy (De Cáceres and Wiser 2012).

The data for the Swan Coastal Plain regional survey (Gibson et al. 1994) was downloaded from the NatureMap website. This is largely similar to the original survey except for one site (OATES-1), which has now been excluded. The species nomenclature of the original dataset was updated to be consistent with current usage. Where original names could not be matched clearly to the updated usage, those taxa were removed from the analysis. The new data from the Old Ledge Point Rd survey was added to the matrix one plot at a time to remove any effect of spatial correlation between the new plots. Each new dataset was then analysed calculating the Bray-Curtis distance coefficient (or resemblance measure) and the flexible beta linkage method (beta = -0.1). Assignment of the Old Ledge Point Rd plots was to the nearest distinct group by inspection of the resulting dendrogram. The analyses were undertaken using R packages Cluster and Vegan.

Results

1.12 Flora

1.12.1 Floristic Summary

A total of 70 native and 8 non-native (exotic) taxa were recorded within the site, representing 37 families and 65 genera. The dominant families containing mostly native taxa were Fabaceae (7 native taxa), Asteraceae (6 native taxa), and Myrtaceae (5 native taxa). For a complete species list and the individual site data refer to Appendix A and Appendix B, respectively.

1.12.2 Threatened and Priority Flora

No Threatened Flora pursuant to the Biodiversity Conservation Act (2016) nor the EPBC Act (1999) were recorded during the survey.

Two species listed as Priority Flora by the PWS were recorded during the survey. *Stylidium maritimum* (P3) is a perennial herb growing to around 0.7 m in height and was recorded from eight occurrences (Table 4) in the *Melaleuca systena* Low Shrubland community (see below). *Conostylis ?pauciflora* var. *euryrhipis* (P4) was also common in the *Melaleuca systena* Low Shrubland community, as well as being recorded in the *Acacia rostellifera* Tall Shrubland. Three specimens of *Conostylis ?pauciflora* var. *euryrhipis* were collected and none could be identified to subspecies rank with complete confidence. However, it is the most likely identification and it should also be noted that the taxon was recorded by Ecoscape (2007) as being common on the site.

Table 4: Recorded locations of *Stylidium maritimum* (P3) within the surveyed area.

Taxon Name	Rank	Abundance	Latitude	Longitude
Stylidium maritimum	P3	1	115.35632	-31.06813
Stylidium maritimum	P3	4	115.3564	-31.06837
Stylidium maritimum	P3	1	115.3572	-31.06903
Stylidium maritimum	P3	5	115.35733	-31.06909
Stylidium maritimum	P3	2	115.35785	-31.06946
Stylidium maritimum	P3	1	115.35777	-31.06947
Stylidium maritimum	P3	2	115.35877	-31.06954
Stylidium maritimum	P3	6	115.3589	-31.06963

1.13 Vegetation

1.13.1 Plant Associations

The survey identified four plant communities within the site (Figure 2):

Melaleuca systena Low Shrubland (Plates 1, 2 & 4)

Low shrubland of *Melaleuca systena, Olearia axillaris* and *Spyridium globulosum* with *Cryptandra mutila* over a herbland of *Conostylis candicans* subsp. *calcicola, Conostylis ?pauciflora* subsp. *euryrhipis* and *Hemiandra glabra* on grey-cream sand on dunes.

Acacia rostellifera Tall Shrubland (Plates 3 & 5)

Tall shrubland of *Acacia rostellifera, Spyridium globulosum* and *Santalum acuminatum* over a herbland of *Acanthocarpus preissii, Lomandra maritima* and *Rhagodia baccata* subsp. *baccata* on grey-cream sands of flats and swales.

Spyridium globulosum Closed Shrubland (Plate 6)

Closed shrubland of *Spyridium globulosum, Melaleuca huegelii* subsp. *huegelii* and *Templetonia retusa* over a herbland of *Lepidosperma gladiatum, Rhagodia baccata* subsp. *baccata* and *Acanthocarpus preissii* on grey-cream sands of swales.

Melaleuca lanceolata Low Closed Forest

Closed low forest of *Melaleuca lanceolata* over Open shrubland of *Melaleuca huegelii* subsp. *huegelii* over a sedgeland of *Ficinia nodosa* and *Lepidosperma pubisquameum* on grey-cream sands of swales.

1.13.2 Vegetation Condition

Ecoscape (2007) previously reported most of the vegetation to be in 'Excellent' condition with the *Acacia rostellifera* Tall Shrubland mainly in 'Good' condition and the sand mining and blowout areas in 'Degraded' condition. The vegetation for most of the site including the *Melaleuca lanceolata* Low Closed Forest, *Spyridium globulosum* Closed Shrubland and *Melaleuca systena* Low Shrubland remains in an 'Excellent' condition and retains most of its original botanical value (Figure 3). A small blowout has developed adjacent to the northern boundary and is in a 'Completely Degraded' condition. Much of the *Acacia rostellifera* Tall Shrubland has improved to a 'Very Good' rating and some of the sand mined area has regenerated enough to now be considered in 'Good' condition with the bare areas rated as 'Completely Degraded'.

1.13.3 Conservation Significance

The hierarchical clustering assignments indicated that both of the vegetation units within the site are either FCT 29a – 'Coastal shrublands on shallow sands' or FCT 29b 'Acacia shrublands on taller dunes' (Appendix D). This result would be consistent with the locality, soils and position adjacent to the coast on the Swan Coastal Plain. Both FCT 29a and 29b are ranked as Priority 3 communities under Western Australian state policy.

Plot PC01 showed some similarity to the FCT 30a2 sub-type of the '*Callitris preissii* (or *Melaleuca lanceolata*) forests and woodlands'. This assignment is likely unreliable as FCT 30a is a woodland dominated by either *Callitris preissii* or *Melaleuca lanceolata*. To check the conservation status of the *Melaleuca lanceolata* woodland and ascertain if it is part of FCT 30a, the plot data for Plot Q2 from Ecoscape (2007) was also analysed. The results indicated an affinity to Swan Coastal Plain 19a, 'Sedgelands in Holocene dune swales', which is listed as a 'Critically Endangered' TEC under Western Australian criteria and as an 'Endangered' TEC under the EPBC Act. This result is also likely unreliable as FCT 19a is structurally a sedgeland and the assignment is likely due to the presence of species such as *Ficinia nodosa*, *Poa porphyroclados, *Crassula glomerata* and **Bromus diandrus,* which are common in FCT 19a. The immediately adjacent vegetation of the neighbouring property to the north of the *Melaleuca lanceolata* woodland was observed to support sedges in a dampland and this may be influencing the assignment of Ecoscape Plot Q2.

1.13.4 Weeds

Eight of the taxa recorded during the survey are exotics (weeds). None is a Declared Pest under the Biosecurity and Agriculture Management Act 2007.

Discussion

The site has retained its botanical values since the previous survey and in some places the extent of native vegetation has increased.

1.14 Flora

No species of Threatened Flora were recorded during the survey.

Two species of Priority Flora were recorded within the site. Twenty-two plants of *Stylidium maritimum* (P3) were recorded at six locations within the *Melaleuca systena* Low Shrubland. An inspection of recorded occurrences by Ecoscape (2007) found no plants in the northern part of that community and additional occurrences in the southern part. This is not unusual as some plants will have senesced and new plants established in the interim. The number of individuals observed is similar indicating a relatively stable population size within the site.

Conostylis ?pauciflora subsp. *euryrhipis* was common throughout the *Melaleuca systena* Low Shrubland along with the congeneric *Conostylis candicans* subsp. *calcicola,* as well as parts of the *Acacia rostellifera* Tall Shrubland, but was too numerous to count accurately. This result also agrees with the observation of Ecoscape (2007). Three specimens were collected to confirm the identity of the taxon and it is the most likely result and consistent with the previous survey, but none of the identifications were definitive.

1.15 Plant Communities

The results of the FCT analysis indicate that the vegetation units identified within the site are either of FCT 29a 'Coastal shrublands on shallow sands' or FCT 29b '*Acacia* shrublands on taller dunes'. Although the regional survey of Gibson *et al.* (1994) did not include the Lancelin area, the south-western and southern coastlines of Western Australia share similar environments and similar vegetation types and so an assignment to FCT using the Swan Coastal Plain dataset is considered appropriate. Both FCT 29a and 29b are listed as Priority 3 communities under state policy.

Similarity to other FCTs in the classification are likely due to misclassifications. Misclassifications occur because hierarchical clustering uses relative similarities between plots to form groups, which can be affected by the addition of new data. This can be common with the Swan Coastal Plain dataset as it is based on presence/absence of species rather than dominance (abundance). Plot PC01 was assigned to FCT 30a2, but this FCT is a woodland dominated by either *Callitris preissii* or *Melaleuca lanceolata* and the vegetation at PC01 is a *Melaleuca systena* shrubland as at the PC02 and PC04 plots. The FCT for the Ecoscape (2007) plot Q2 was assessed before the field survey as it is dominated by *Melaleuca lanceolata* and therefore was potentially part of FCT 30a, which listed as a TEC. The nearest assignment for the plot was to FCT 19a 'Sedgelands in Holocene dune swales', which is also a TEC, and secondarily to a FCT 29a/29b cluster. Again, the vegetation at this site is structurally incorrect for this assignment and is likely due to the presence in the understorey of sedge species such *Ficinia nodosa.* Sedge species were observed to be dominant in areas within the adjacent property to the north and FCT 19a may be present there and is influencing the understorey of the *Melaleuca lanceolata* woodland.

The Quindalup vegetation complex mapped as occurring within the site has more than 30% of its original extent remaining.

1.16 Vegetation Condition

Vegetation condition across the site has not altered significantly since the 2007 survey and has even improved in parts of the old sand mining area. A new blowout has formed in the north of the site, likely in the last ten years from inspection of historical aerial photography.

1.17 Weeds

None of the weeds recorded within the site is a Declared Pest under the Biosecurity and Agriculture Management Act 2007.

Summary

Lot 510 Old Ledge Point Rd, Lancelin has retained its botanical values since the previous survey and s the extent of native vegetation has increased. in the intervening 13 years. Two Priority 3 communities have been identified within the site as well as two Priority Flora: *Stylidium maritimum* (P3) and *Conostylis ?pauciflora* subsp. *euryrhipis* (P4). The major habitat for the Priority Flora is the *Melaleuca systena* Low Shrubland, which occurs across the dunes and swales in the central and southern parts of the site and is the most extensive community within the site.

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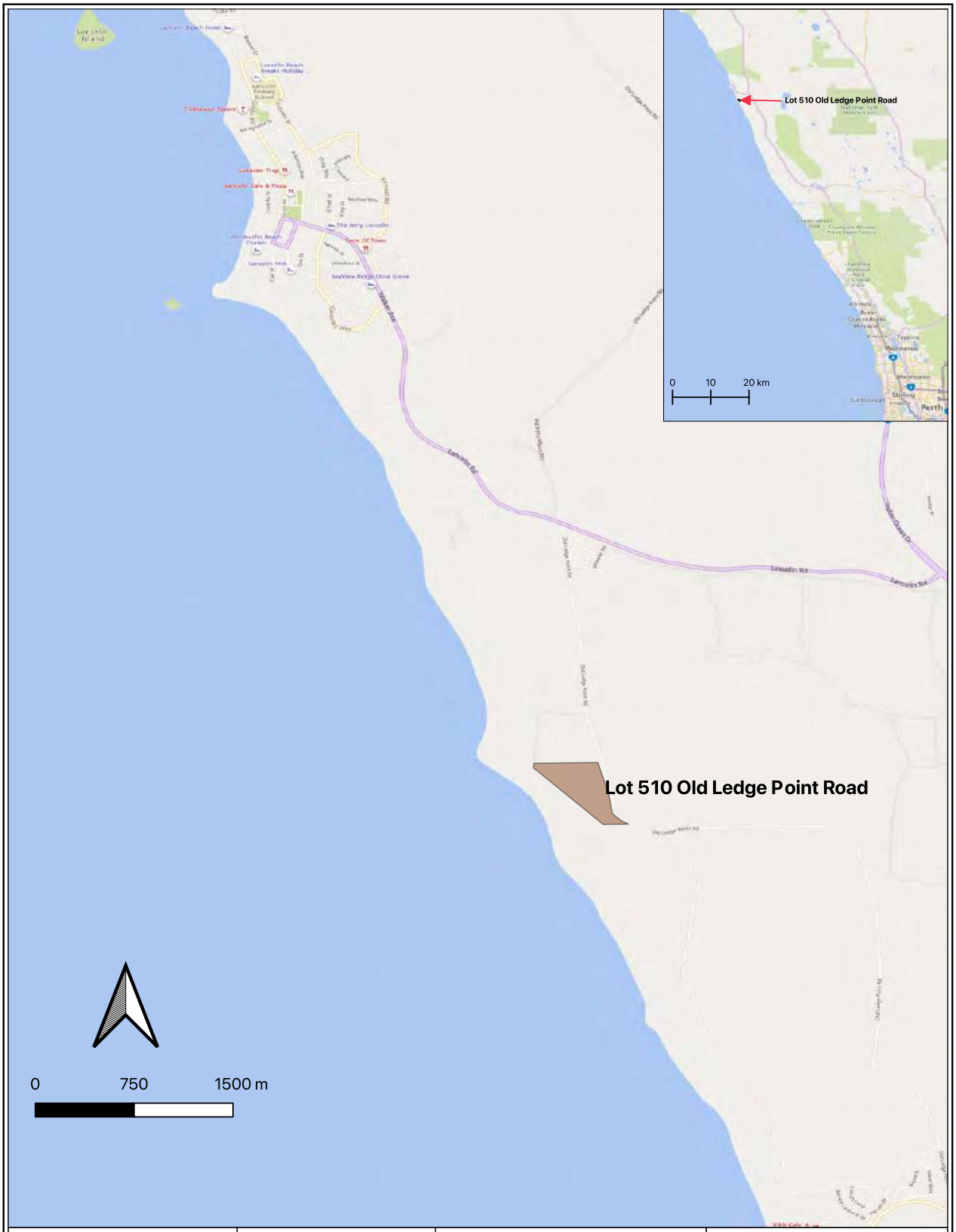
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Figures

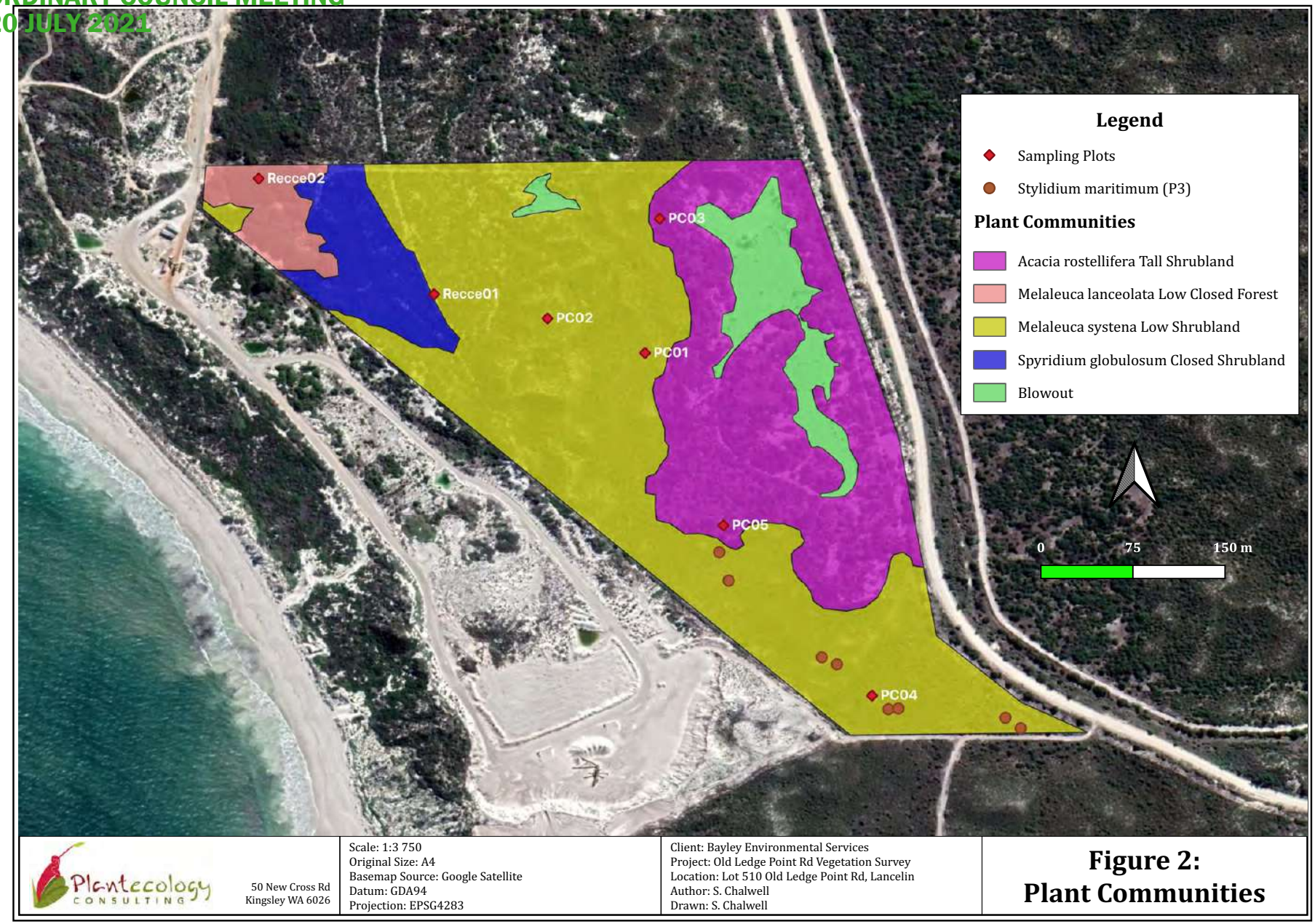
Figure 1: Locality Plan Lot 510 Old Ledge Point Road Flora and Vegetation Survey

Figure 2: Plant Communities Lot 510 Old Ledge Point Road Flora and Vegetation Survey

Figure 3: Vegetation Condition Lot 510 Old Ledge Point Road Flora and Vegetation Survey



Plantecology CONSULTING 50 New Cross Rd Kingsley WA 6026	Scale: 1:37 500 Basemap Source: Bing Map Datum: GDA94 Projection: EPSG4283	Client: Bayley Environmental Services Project: Old Ledge Point Rd Vegetation Survey Location: Lot 510 Old Ledge Point Rd, Lancelin Author: S. Chalwell Drawn: S. Chalwell	**Figure 1: Locality Plan**

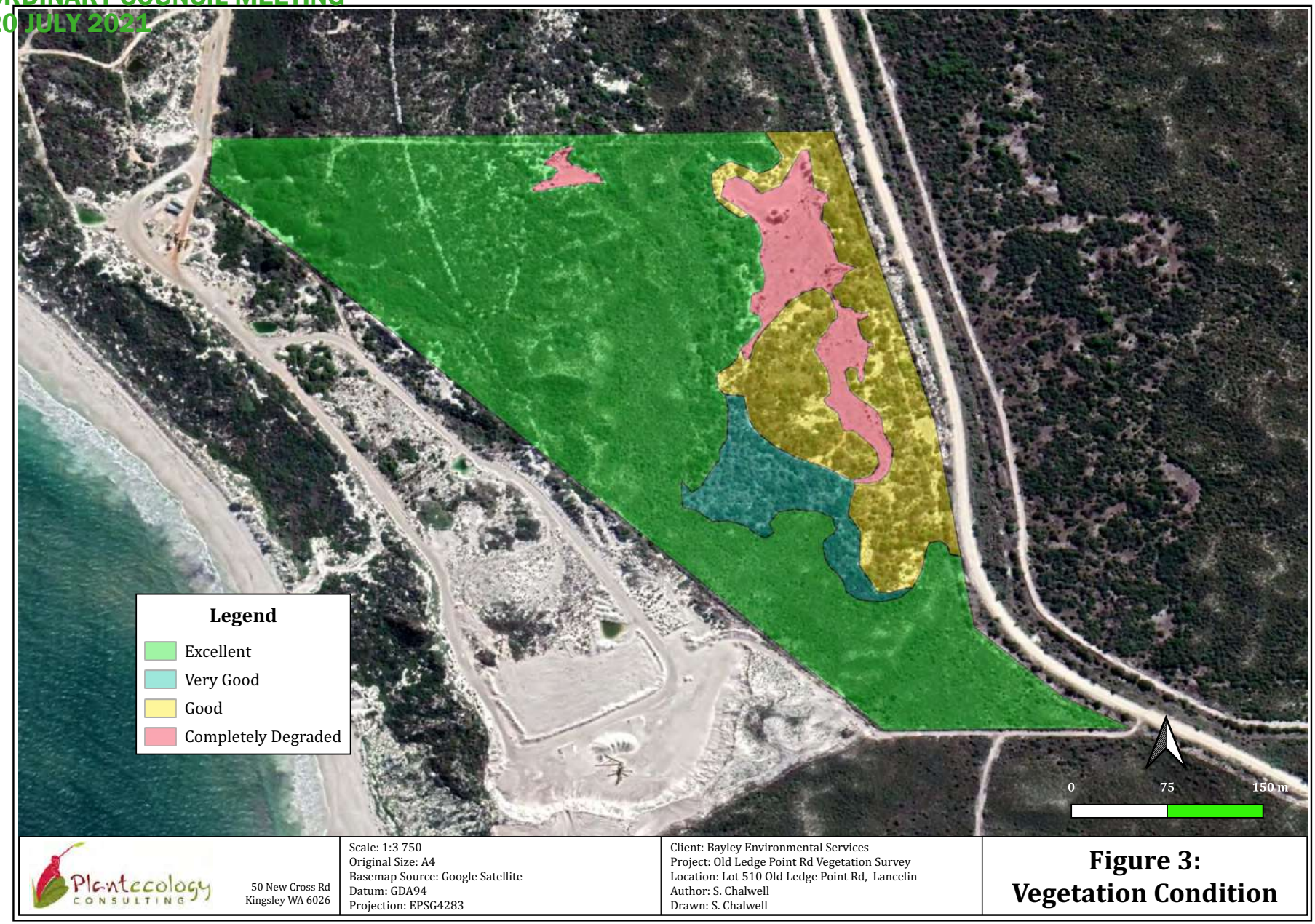


Plantecology CONSULTING
50 New Cross Rd
Kingsley WA 6026

Scale: 1:3 750
Original Size: A4
Basemap Source: Google Satellite
Datum: GDA94
Projection: EPSG4283

Client: Bayley Environmental Services
Project: Old Ledge Point Rd Vegetation Survey
Location: Lot 510 Old Ledge Point Rd, Lancelin
Author: S. Chalwell
Drawn: S. Chalwell

Figure 2:
Plant Communities


Legend
Excellent
Very Good
Good
Completely Degraded
0
75
150 m
Plantecology CONSULTING
50 New Cross Rd
Kingsley WA 6026
Scale: 1:3 750
Original Size: A4
Basemap Source: Google Satellite
Datum: GDA94
Projection: EPSG4283
Client: Bayley Environmental Services
Project: Old Ledge Point Rd Vegetation Survey
Location: Lot 510 Old Ledge Point Rd, Lancelin
Author: S. Chalwell
Drawn: S. Chalwell
Figure 3:
Vegetation Condition

Plates



Plate 1: View of sampling plot PC01: *Melaleuca systena* Low Shrubland



Plate 2: View of sampling plot PC02: *Melaleuca systena* Low Shrubland



Plate 3: View of sampling plot PC03: *Acacia rostellifera* Tall Shrubland



Plate 4: View of sampling plot PC04: *Melaleuca systena* Low Shrubland



Plate 5: View of sampling plot PC05: *Acacia rostellifera* Tall Shrubland



Plate 6: View of sampling plot Recce01: *Spyridium globulosum* Closed Shrubland

Appendix A

List of flora recorded within the survey area

NB: * indicates introduced flora

Family	Taxon
Lauraceae	*Cassytha aurea* var. *aurea*
	Cassytha racemosa
Asparagaceae	*Acanthocarpus preissii*
	Lomandra maritima
	Thysanotus arenarius
Asphodelaceae	*Trachyandra divaricata*
Hemerocallidaceae	*Dianella revoluta* var. *divaricata*
Haemodoraceae	*Conostylis ?pauciflora* subsp. *euryrhipis*
	Conostylis candicans subsp. *calcicola*
Cyperaceae	*Ficinia nodosa*
	Lepidosperma gladiatum
	Lepidosperma pubisquameum
	Lepidosperma tetraquetrum
Restionaceae	*Desmocladus flexuosus*
Poaceae	* *Austrostipa flavescens*
	* *Avena barbata*
	* *Bromus diandrus*
	* *Lolium rigidum*
	Poa porphyroclados
	Rytidosperma occidentale
	Spinifex longifolius
Ranunculaceae	*Clematis linearifolia*
Dilleniaceae	*Hibbertia racemosa*
Crassulaceae	*Crassula glomerata*
Fabaceae	*Acacia cyclops*
	Acacia lasiocarpa var. *lasiocarpa*
	Acacia rostellifera
	Acacia truncata
	Gastrolobium nervosum
	Hardenbergia comptoniana
	Templetonia retusa
Polygalaceae	*Comesperma confertum*
Rhamnaceae	*Cryptandra mutila*
	Spyridium globulosum
	Trymalium ledifolium var. *ledifolium*
Casuarinaceae	*Allocasuarina lehmanniana* subsp. *lehmanniana*

Family		Taxon
Celastraceae		*Stackhousia pubescens*
Euphorbiaceae	*	*Euphorbia terracina*
Phyllanthaceae		*Phyllanthus calycinus*
Geraniaceae	*	*Pelargonium capitatum*
Myrtaceae		*Calothamnus quadrifidus* subsp. *quadrifidus* *Melaleuca cardiophylla* *Melaleuca huegelii* subsp. *huegelii* *Melaleuca lanceolata* *Melaleuca systena*
Thymeleaceae		*Pimelea ferruginea*
Brassicaceae	*	*Heliophila pusilla*
Santalaceae		*Exocarpos sparteus* *Leptomeria cunninghamii* *Santalum acuminatum*
Chenopodiaceae		*Rhagodia baccata* subsp. *baccata* *Rhagodia preissii* subsp. *preissii* *Threlkeldia diffusa*
Aizoaceae		*Carpobrotus virescens* *Tetragonia decumbens*
Montiaceae		*Calandrinia tholiformis*
Ericaceae		*Acrotriche cordata* *Leucopogon parviflorus* *Lysinema pentapetalum* *Styphelia insularis*
Rubiaceae		*Opercularia vaginata*
Scrophulariaceae	*	*Dischisma arenarium* *Eremophila glabra* subsp. *albicans* *Myoporum insulare*
Lamiaceae		*Hemiandra glabra*
Campanulaceae		*Isotoma hypocrateriformis*
Stylidiaceae		*Stylidium scariosum*
Goodeniaceae		*Scaevola crassifolia* *Scaevola nitida*

Family	Taxon
Goodeniaceae	*Scaevola thesioides* subsp. *thesioides*
Asteraceae	*Asteridea pulverulenta* *Brachyscome bellidioides* *Olearia axillaris* *Rhodanthe citrina* *Senecio pinnatifolius* var. *latilobus* *Waitzia acuminata* var. *acuminata*
Araliaceae	*Trachymene cyanopetala*
Apiaceae	*Daucus glochidiatus*

Appendix B

Site x species matrix of flora recorded within plots in the survey area.

Taxon	PC01	PC02	PC03	PC04	PC05	Recce01	Recce02
Acacia cyclops	0.5						
Acacia lasiocarpa var. *lasiocarpa*	0.5	0.3	0.3	0.3	0.3		
Acacia rostellifera			10		15		
Acacia truncata		0.5					
Acanthocarpus preissii	2	10	3		2		
Allocasuarina lehmanniana subsp. *lehmanniana*						0.3	
Asteridea pulverulenta					0.1		
Austrostipa flavescens	0.1	0.2		0.1	0.2		
Avena barbata			0.2				
Brachyscome bellidioides				0.2			
Bromus diandrus	2	2	2		4		
Calothamnus quadrifidus subsp. *quadrifidus*						0.3	
Carpobrotus virescens		1	0.3				
Cassytha aurea var.aurea	0.1	0.2		0.1			
Cassytha racemosa		0.2	0.1	0.2			
Clematis linearifolia	0.2	0.2	0.1		2		
Comesperma confertum	23			0.2			
Conostylis ?pauciflora subsp. *euryrhipis*				0.1			
Conostylis candicans subsp. *calcicola*	0.2	0.2	0.1		0.2		
Crassula glomerata		0.1	0.1		0.1		
Cryptandra mutila				4			
Daucus glochidiatus		0.1	0.1				
Dischisma arenarium		0.1					
Eremophila glabra subsp. *albicans*	0.3			0.3			
Euphorbia terracina							
Exocarpos sparteus	0.3						
Gastrolobium nervosum		0.3					
Hardenbergia comptoniana					0.5		
Heliophila pusilla	0.5						
Hemiandra glabra	0.3	0.3		0.3	0.3		
Hibbertia racemosa		0.2					
Isotoma hypocrateriformis				0.1			
Lepidosperma gladiatum		1					
Lepidosperma pubisquameum	0.3		0.3	0.2			
Leptomeria cunninghamii				0.3			
Leucopogon parviflorus	2						
Lolium rigidum	10	0.2	1	0.5	0.3		
Lomandra maritima	3		0.5	2	0.5		
Melaleuca cardiophylla						0.3	
Melaleuca huegelii subsp. *huegelii*						35	
Melaleuca lanceolata							60
Melaleuca systena	9	1	1	20			
Myoporum insulare		3			7		
Olearia axillaris	0.3	1		0.4	0.3		
Opercularia vaginata		0.1					
Poa porphyroclados	0.5	0.2		0.5	0.2		
Rhagodia baccata subsp. *baccata*	1	1	1	0.3	1		
Rhodanthe citrina				0.1	0.1		
Rytidosperma occidentale				0.1			
Santalum acuminatum		0.3	25				
Scaevola thesioides subsp. *thesioides*			0.2	0.2			
Senecio pinnatifolius var. *latibolus*	0.1	0.1					
Spinifex longifolius		0.2					
Spyridium globulosum	1	6	15	2	5	35	
Styphelia insularis		0.3			0.4		
Threlkeldia diffusa		0.1					
Trachyandra divaricata	0.3		0.2				
Trachymene cyanopetala			0.1				
Trymalium ledifolium var. *ledifolium*	0.3	0.3					

Appendix C

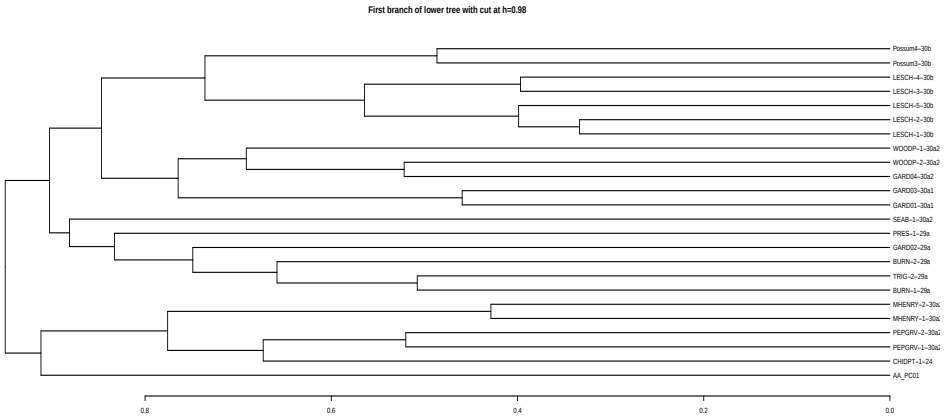
Sampling plot environmental data

Lot 510 Old Ledge Point Rd, Lancelin Flora Survey

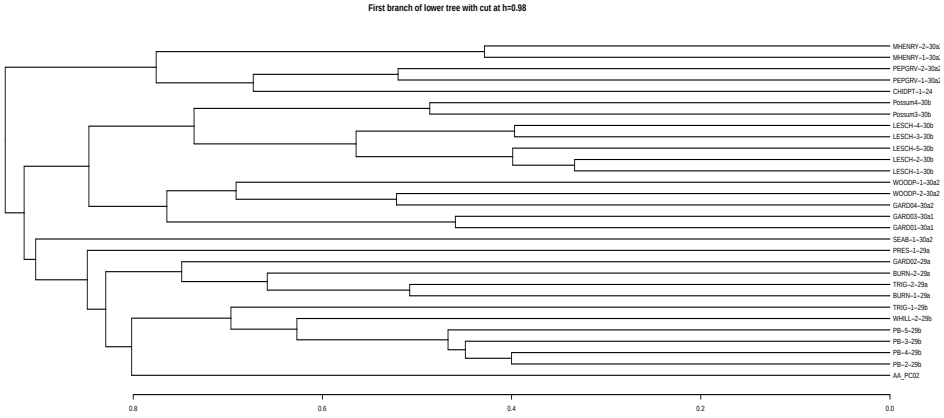
Plot	PC1	PC02	PC03	PC04	PC05	Recce01	Recce02
Latitude (°)	-31.066431	-31.066136	-31.065285	-31.069354	-31.067902	-31.06593	-31.064943
Longitude (°)	115.35569	115.354858	115.355815	115.357628	115.35636	115.35389	115.352393
Aspect (classes)	W	W	E	N/A	SW	N/A	N/A
Slope (°)	2	5	1	0	3	N/A	N/A
Plot Shape	Quadrat	Quadrat	Quadrat	Quadrat	Quadrat	Recce	Recce
Plot Size (m^2)	100	100	100	100	100	N/A	N/A
Plot Width (m)	10	10	10	10	10	N/A	N/A
Plot Length (m)	10	10	10	10	10	N/A	N/A
Placement strategy	Preferential	Preferential	Preferential	Preferential	Preferential	Preferential	Preferential
Date	15/10/2020	15/10/2020	15/10/2020	15/10/2020	15/10/2020	15/10/2020	15/10/2020
Time Since Fire	>5	>5	>5	>5	>5	>5	>5
Bare Ground (%)	10	40	10	15	5	5	20
Bare Rock (%)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Litter (%)	3	10	20	5	35	20	55
Landform	Swale	Crest	Swale	Flat	Swale	Swale	Flat
Soil Colour	Cream	cream	Cream	Cream	Cream	Cream	Cream
Soil Texture	Sand	sand	Sand	Sand	Sand	Sand	Sand
Rock Type	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Vegetation Condition	Excellent	Excellent	Excellent	Excellent	Very good	Excellent	Very Good

Appendix D

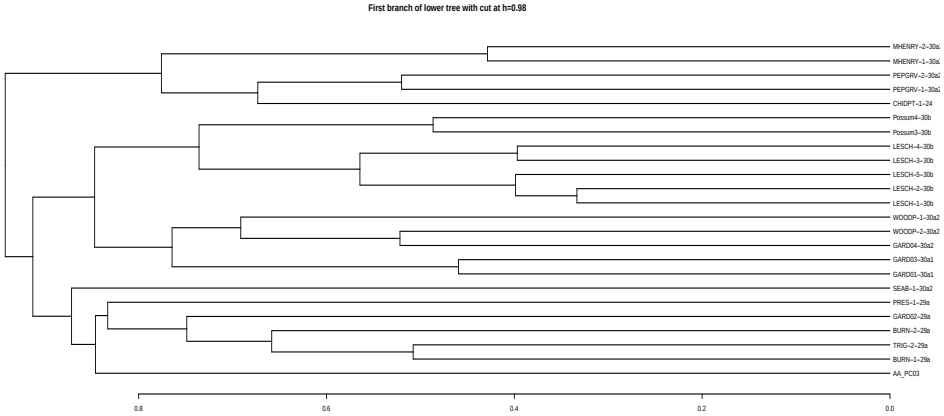
Partial dendrograms from hierarchical clustering assignment of plot floristics to the Swan Coastal Plain classification (Gibson et al. 1994)



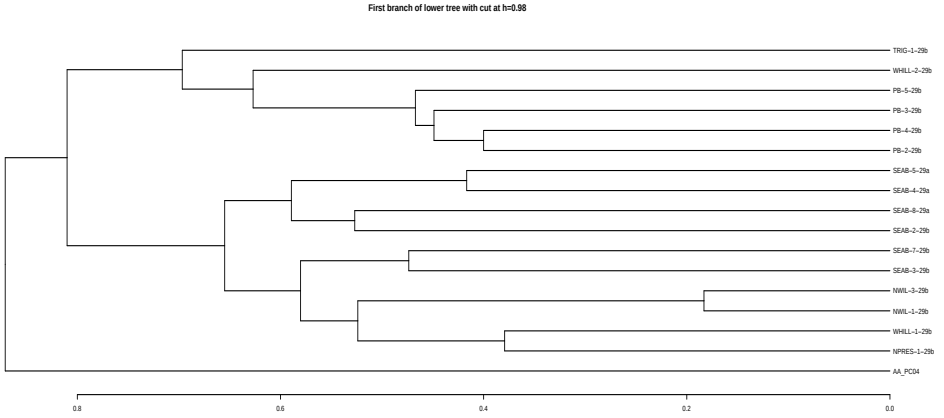
Partial Dendrogram for Plot PC01



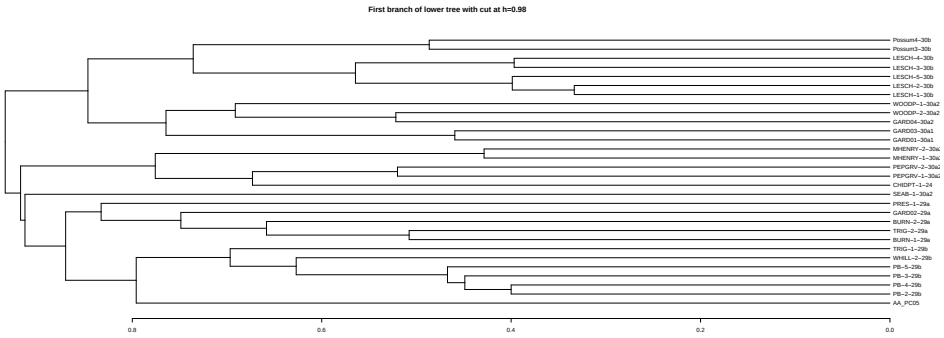
Partial Dendrogram for Plot PC02



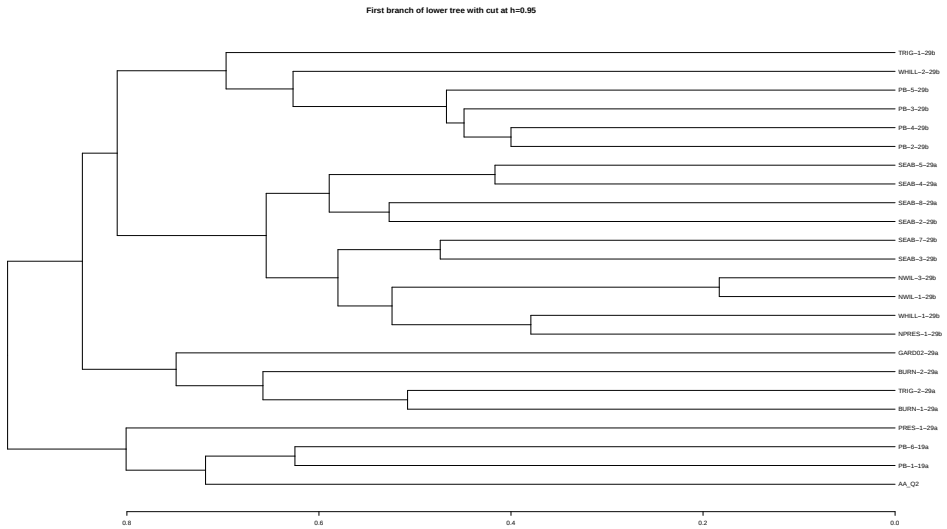
Partial Dendrogram for Plot PC03



Partial Dendrogram for Plot PC 04



Partial Dendrogram for Plot PC 05



Partial Dendrogram for Ecoscape Plot Q2

Appendix E

Definitions of Threatened and Priority Flora and Communities

Department of Parks and Wildlife

CONSERVATION CODES

For Western Australian Flora and Fauna

Specially protected fauna or flora[1] are species[2] which have been adequately searched for and are deemed to be, in the wild, either rare, at risk of extinction, or otherwise in need of special protection, and have been gazetted as such.

Categories of specially protected fauna and flora are:

T **Threatened species**

Published as Specially Protected under the *Wildlife Conservation Act 1950,* and listed under Schedules 1 to 4 of the Wildlife Conservation (Specially Protected Fauna) Notice for Threatened Fauna and Wildlife Conservation (Rare Flora) Notice for Threatened Flora (which may also be referred to as Declared Rare Flora).

Threatened fauna is that subset of 'Specially Protected Fauna' declared to be 'likely to become extinct' pursuant to section 14(4) of the Wildlife Conservation Act.

Threatened flora is flora that has been declared to be 'likely to become extinct or is rare, or otherwise in need of special protection', pursuant to section 23F(2) of the Wildlife Conservation Act.

The assessment of the conservation status of these species is based on their national extent and ranked according to their level of threat using IUCN Red List categories and criteria as detailed below.

CR **Critically endangered species**

Threatened species considered to be facing an extremely high risk of extinction in the wild. Published as Specially Protected under the *Wildlife Conservation Act 1950,* in Schedule 1 of the Wildlife Conservation (Specially Protected Fauna) Notice for Threatened Fauna and Wildlife Conservation (Rare Flora) Notice for Threatened Flora.

EN **Endangered species**

Threatened species considered to be facing a very high risk of extinction in the wild. Published as Specially Protected under the *Wildlife Conservation Act 1950,* in Schedule 2 of the Wildlife Conservation (Specially Protected Fauna) Notice for Threatened Fauna and Wildlife Conservation (Rare Flora) Notice for Threatened Flora.

VU **Vulnerable species**

Threatened species considered to be facing a high risk of extinction in the wild. Published as Specially Protected under the *Wildlife Conservation Act 1950,* in Schedule 3 of the Wildlife Conservation (Specially Protected Fauna) Notice for Threatened Fauna and Wildlife Conservation (Rare Flora) Notice for Threatened Flora.

EX **Presumed extinct species**

Species which have been adequately searched for and there is no reasonable doubt that the last individual has died. Published as Specially Protected under the *Wildlife Conservation Act 1950,* in Schedule 4 of the Wildlife Conservation (Specially Protected Fauna) Notice for Presumed Extinct Fauna and Wildlife Conservation (Rare Flora) Notice for Presumed Extinct Flora.

IA **Migratory birds protected under an international agreement**

Birds that are subject to an agreement between the government of Australia and the governments of Japan (JAMBA), China (CAMBA) and The Republic of Korea (ROKAMBA), and the Bonn Convention, relating to the protection of migratory birds. Published as Specially Protected under the *Wildlife Conservation Act 1950,* in Schedule 5 of the Wildlife Conservation (Specially Protected Fauna) Notice.

CD **Conservation dependent fauna**

Fauna of special conservation need being species dependent on ongoing conservation intervention to prevent it becoming eligible for listing as threatened. Published as Specially Protected under the *Wildlife Conservation Act 1950,* in Schedule 6 of the Wildlife Conservation (Specially Protected Fauna) Notice.

OS **Other specially protected fauna**

Fauna otherwise in need of special protection to ensure their conservation. Published as Specially Protected under the *Wildlife Conservation Act 1950,* in Schedule 7 of the Wildlife Conservation (Specially Protected Fauna) Notice.

P **Priority species**

Possibly threatened species that do not meet survey criteria, or are otherwise data deficient, are added to the Priority Fauna or Priority Flora Lists under Priorities 1, 2 or 3. These three categories are ranked in order of priority for survey and evaluation of conservation status so that consideration can be given to their declaration as threatened flora or fauna.

Species that are adequately known, are rare but not threatened, or meet criteria for near threatened, or that have been recently removed from the threatened species or other specially protected fauna lists for other than taxonomic reasons, are placed in Priority 4. These species require regular monitoring.

Assessment of Priority codes is based on the Western Australian distribution of the species, unless the distribution in WA is part of a contiguous population extending into adjacent States, as defined by the known spread of locations.

1 **Priority 1: Poorly-known species**

Species that are known from one or a few locations (generally five or less) which are potentially at risk. All occurrences are either: very small; or on lands not managed for conservation, e.g. agricultural or pastoral lands, urban areas, road and rail reserves, gravel reserves and active mineral leases; or otherwise under threat of habitat destruction or degradation. Species may be included if they are comparatively well known from one or more locations but do not meet adequacy of survey requirements and appear to be under immediate threat from known threatening processes. Such species are in urgent need of further survey.

2 **Priority 2: Poorly-known species**

Species that are known from one or a few locations (generally five or less), some of which are on lands managed primarily for nature conservation, e.g. national parks, conservation parks, nature reserves and other lands with secure tenure being managed for conservation. Species may be included if they are comparatively well known from one or more locations but do not meet adequacy of survey requirements and appear to be under threat from known threatening processes. Such species are in urgent need of further survey.

3 **Priority 3: Poorly-known species**

Species that are known from several locations, and the species does not appear to be under imminent threat, or from few but widespread locations with either large population size or significant remaining areas of apparently suitable habitat, much of it not under imminent threat. Species may be included if they are comparatively well known from several locations but do not meet adequacy of survey requirements and known threatening processes exist that could affect them. Such species are in need of further survey.

4 **Priority 4: Rare, Near Threatened and other species in need of monitoring**

(a) Rare. Species that are considered to have been adequately surveyed, or for which sufficient knowledge is available, and that are considered not currently threatened or in need of special protection, but could be if present circumstances change. These species are usually represented on conservation lands.
(b) Near Threatened. Species that are considered to have been adequately surveyed and that are close to qualifying for Vulnerable, but are not listed as Conservation Dependent.
(c) Species that have been removed from the list of threatened species during the past five years for reasons other than taxonomy.

[1] The definition of flora includes algae, fungi and lichens
[2]Species includes all taxa (plural of taxon - a classificatory group of any taxonomic rank, e.g. a family, genus, species or any infraspecific category i.e. subspecies or variety, or a distinct population).

Last updated 23 May 2017

Categories of Threatened Species pursuant to the Environment Protection and Biodiversity Conservation Act 1999

EPBC Act Category	Department of Environment and Energy Definition
Extinct	A native species is eligible to be included in the extinct category at a particular time if, at that time, there is no reasonable doubt that the last member of the species has died.
Extinct in the wild	A native species is eligible to be included in the extinct in the wild category at a particular time if, at that time: (a) it is known only to survive in cultivation, in captivity or as a naturalised population well outside its past range; or (b) it has not been recorded in its known and/or expected habitat, at appropriate seasons, anywhere in its past range, despite exhaustive surveys over a time frame appropriate to its life cycle and form.
Critically endangered	A native species is eligible to be included in the critically endangered category at a particular time if, at that time, it is facing an extremely high risk of extinction in the wild in the immediate future, as determined in accordance with the prescribed criteria.
Endangered	A native species is eligible to be included in the endangered category at a particular time if, at that time (a) it is not critically endangered; and (b) it is facing a very high risk of extinction in the wild in the near future, as determined in accordance with the prescribed criteria.
Vulnerable	A native species is eligible to be included in the vulnerable category at a particular time if, at that time: (a) it is not critically endangered or endangered; and (b) it is facing a high risk of extinction in the wild in the medium term future, as determined in accordance with the prescribed criteria.
Conservation dependent	A native species is eligible to be included in the conservation dependent category at a particular time if, at that time: (a) the species is the focus of a specific conservation program the cessation of which would result in the species becoming vulnerable, endangered or critically endangered; or (b) the following subparagraphs are satisfied: (i) the species is a species of fish; (ii) the species is the focus of a plan of management that provides for management actions necessary to stop the decline of, and support the recovery of, the species so that its chances of long term survival in nature are maximised; (iii) the plan of management is in force under a law of the Commonwealth or of a State or Territory; (iv) cessation of the plan of management would adversely affect the conservation status of the species.

Categories of Threatened Communities pursuant to the Environment Protection and Biodiversity Conservation Act 1999

Category	Definition
Critically Endangered	(1) An ecological community is eligible to be included in the ***critically endangered*** category at a particular time if, at that time, it is facing an extremely high risk of extinction in the wild in the immediate future, as determined in accordance with the prescribed criteria.
Endangered	(2) An ecological community is eligible to be included in the ***endangered*** category at a particular time if, at that time: (a) it is not critically endangered; and (b) it is facing a very high risk of extinction in the wild in the near future, as determined in accordance with the prescribed criteria.
Vulnerable	(3) An ecological community is eligible to be included in the ***vulnerable*** category at a particular time if, at that time: (a) it is not critically endangered nor endangered; and (b) it is facing a high risk of extinction in the wild in the medium-term future, as determined in accordance with the prescribed criteria.

Department of Environment and Conservation
January 2013

DEFINITIONS, CATEGORIES AND CRITERIA FOR THREATENED AND PRIORITY ECOLOGICAL COMMUNITIES

1. GENERAL DEFINITIONS

Ecological Community
A naturally occurring biological assemblage that occurs in a particular type of habitat.

Note: The scale at which ecological communities are defined will often depend on the level of detail in the information source, therefore no particular scale is specified.

A **threatened ecological community** (TEC) is one which is found to fit into one of the following categories; "presumed totally destroyed", "critically endangered", "endangered" or "vulnerable".

Possible threatened ecological communities that do not meet survey criteria are added to DEC's Priority Ecological Community Lists under Priorities 1, 2 and 3. Ecological Communities that are adequately known, are rare but not threatened, or meet criteria for Near Threatened, or that have been recently removed from the threatened list, are placed in Priority 4. These ecological communities require regular monitoring. Conservation Dependent ecological communities are placed in Priority 5.

An **assemblage** is a defined group of biological entities.

Habitat is defined as the areas in which an organism and/or assemblage of organisms lives. It includes the abiotic factors (eg. substrate and topography), and the biotic factors.

Occurrence: a discrete example of an ecological community, separated from other examples of the same community by more than 20 metres of a different ecological community, an artificial surface or a totally destroyed community.

By ensuring that every discrete occurrence is recognised and recorded future changes in status can be readily monitored.

Adequately Surveyed is defined as follows:
"An ecological community that has been searched for thoroughly in most likely habitats, by relevant experts."

Community structure is defined as follows:
"The spatial organisation, construction and arrangement of the biological elements comprising a biological assemblage" (eg. *Eucalyptus salmonophloia* woodland over scattered small shrubs over dense herbs; structure in a faunal assemblage could refer to trophic structure, eg. dominance by feeders on detritus as distinct from feeders on live plants).

Definitions of Modification and Destruction of an ecological community:

Modification: "changes to some or all of ecological processes (including abiotic processes such as hydrology), species composition and community structure as a

direct or indirect result of human activities. The level of damage involved could be ameliorated naturally or by human intervention."

Destruction: "modification such that reestablishment of ecological processes, species composition and community structure within the range of variability exhibited by the original community is unlikely within the foreseeable future even with positive human intervention."

Note: Modification and destruction are difficult concepts to quantify, and their application will be determined by scientific judgement. Examples of modification and total destruction are cited below:

Modification of ecological processes: The hydrology of Toolibin Lake has been altered by clearing of the catchment such that death of some of the original flora has occurred due to dependence on fresh water. The system may be bought back to a semblance of the original state by redirecting saline runoff and pumping waters of the rising watertable away to restore the hydrological balance. Total destruction of downstream lakes has occurred due to hydrology being altered to the point that few of the original flora or fauna species are able to tolerate the level of salinity and/or water logging.

Modification of structure: The understorey of a plant community may be altered by weed invasion due to nutrient enrichment by addition of fertiliser. Should the additional nutrients be removed from the system the balance may be restored, and the original plant species better able to compete. Total destruction may occur if additional nutrients continue to be added to the system causing the understorey to be completely replaced by weed species, and death of overstorey species due to inability to tolerate high nutrient levels.

Modification of species composition: Pollution may cause alteration of the invertebrate species present in a freshwater lake. Removal of pollutants may allow the return of the original inhabitant species. Addition of residual highly toxic substances may cause permanent changes to water quality, and total destruction of the community.

Threatening processes are defined as follows:
"Any process or activity that threatens to destroy or significantly modify the ecological community and/or affect the continuing evolutionary processes within any ecological community."

Examples of some of the continuing threatening processes in Western Australia include: general pollution; competition, predation and change induced in ecological communities as a result of introduced animals; competition and displacement of native plants by introduced species; hydrological changes; inappropriate fire regimes; diseases resulting from introduced microorganisms; direct human exploitation and disturbance of ecological communities.

Restoration is defined as returning an ecological community to its pre-disturbance or natural state in terms of abiotic conditions, community structure and species composition.

Rehabilitation is defined as the re-establishment of ecological attributes in a damaged ecological community although the community will remain modified.

2. DEFINITIONS AND CRITERIA FOR PRESUMED TOTALLY DESTROYED, CRITICALLY ENDANGERED, ENDANGERED AND VULNERABLE ECOLOGICAL COMMUNITIES

Presumed Totally Destroyed (PD)
An ecological community that has been adequately searched for but for which no representative occurrences have been located. The community has been found to be totally destroyed or so extensively modified throughout its range that no occurrence of it is likely to recover its species composition and/or structure in the foreseeable future.

An ecological community will be listed as presumed totally destroyed if there are no recent records of the community being extant **and either** of the following applies (A or B):

A) Records within the last 50 years have not been confirmed despite thorough searches of known or likely habitats **or**

B) All occurrences recorded within the last 50 years have since been destroyed

Critically Endangered (CR)
An ecological community that has been adequately surveyed and found to have been subject to a major contraction in area and/or that was originally of limited distribution and is facing severe modification or destruction throughout its range in the immediate future, or is already severely degraded throughout its range but capable of being substantially restored or rehabilitated.

An ecological community will be listed as **Critically Endangered** when it has been adequately surveyed and is found to be facing an extremely high risk of total destruction in the immediate future. This will be determined on the basis of the best available information, by it meeting **any one or more of** the following criteria (A, B or C):

A) The estimated geographic range, and/or total area occupied, and/or number of discrete occurrences since European settlement have been reduced by at least 90% **and either or both** of the following apply (i or ii):

i) geographic range, and/or total area occupied and/or number of discrete occurrences are continuing to decline such that total destruction of the community is imminent (within approximately 10 years);

ii) modification throughout its range is continuing such that in the immediate future (within approximately 10 years) the community is unlikely to be capable of being substantially rehabilitated.

B) Current distribution is limited, **and one or more** of the following apply (i, ii or iii):

i) geographic range and/or number of discrete occurrences, and/or area occupied is highly restricted and the community is currently subject to known threatening processes which are likely to result in total destruction throughout its range in the immediate future (within approximately 10 years);

ii) there are very few occurrences, each of which is small and/or isolated and extremely vulnerable to known threatening processes;

iii) there may be many occurrences but total area is very small and each occurrence is small and/or isolated and extremely vulnerable to known threatening processes.

C) The ecological community exists only as highly modified occurrences that may be capable of being rehabilitated if such work begins in the immediate future (within approximately 10 years).

Endangered (EN)
An ecological community that has been adequately surveyed and found to have been subject to a major contraction in area and/or was originally of limited distribution and is in danger of significant modification throughout its range or severe modification or destruction over most of its range in the near future.

An ecological community will be listed as **Endangered** when it has been adequately surveyed and is not Critically Endangered but is facing a very high risk of total destruction in the near future. This will be determined on the basis of the best available information by it meeting **any one or more of** the following criteria (A, B, or C):

A) The geographic range, and/or total area occupied, and/or number of discrete occurrences have been reduced by at least 70% since European settlement **and either or both** of the following apply (i or ii):

i) the estimated geographic range, and/or total area occupied and/or number of discrete occurrences are continuing to decline such that total destruction of the community is likely in the short term future (within approximately 20 years);

ii) modification throughout its range is continuing such that in the short term future (within approximately 20 years) the community is unlikely to be capable of being substantially restored or rehabilitated.

B) Current distribution is limited, **and one or more** of the following apply (i, ii or iii):

i) geographic range and/or number of discrete occurrences, and/or area occupied is highly restricted and the community is currently subject to known threatening processes which are likely to result in total destruction throughout its range in the short term future (within approximately 20 years);

ii) there are few occurrences, each of which is small and/or isolated and all or most occurrences are very vulnerable to known threatening processes;

iii) there may be many occurrences but total area is small and all or most occurrences are small and/or isolated and very vulnerable to known threatening processes.

C) The ecological community exists only as very modified occurrences that may be capable of being substantially restored or rehabilitated if such work begins in the short-term future (within approximately 20 years).

Vulnerable (VU)
An ecological community that has been adequately surveyed and is found to be declining and/or has declined in distribution and/or condition and whose ultimate security has not yet been assured and/or a community that is still widespread but is believed likely to move into a category of higher threat in the near future if threatening processes continue or begin operating throughout its range.

An ecological community will be listed as **Vulnerable** when it has been adequately surveyed and is not Critically Endangered or Endangered but is facing a high risk of total destruction or significant modification in the medium (within approximately 50 years) to long-term future. This will be determined on the basis of the best available information by it meeting **any one or more of** the following criteria (A, B or C):

A) The ecological community exists largely as modified occurrences that are likely to be capable of being substantially restored or rehabilitated.

B) The ecological community may already be modified and would be vulnerable to threatening processes, is restricted in area and/or range and/or is only found at a few locations.

C) The ecological community may be still widespread but is believed likely to move into a category of higher threat in the medium to long-term future because of existing or impending threatening processes.

3. DEFINITIONS AND CRITERIA FOR PRIORITY ECOLOGICAL COMMUNITIES

Possible threatened ecological communities that do not meet survey criteria or that are not adequately defined are added to the Priority Ecological Community List under priorities 1, 2 and 3. These three categories are ranked in order of priority for survey and/or definition of the community. Ecological communities that are adequately known, and are rare but not threatened or meet criteria for Near Threatened, or that have been recently removed from the threatened list, are placed in Priority 4. These ecological communities require regular monitoring. Conservation Dependent ecological communities are placed in Priority 5.

Priority One: Poorly-known ecological communities

Ecological communities that are known from very few occurrences with a very restricted distribution (generally ≤5 occurrences or a total area of ≤ 100ha). Occurrences are believed to be under threat either due to limited extent, or being on lands under immediate threat (e.g. within agricultural or pastoral lands, urban areas, active mineral leases) or for which current threats exist. May include communities with occurrences on protected lands. Communities may be included if they are comparatively well-known from one or more localities but do not meet adequacy of survey requirements, and/or are not well defined, and appear to be under immediate threat from known threatening processes across their range.

Priority Two: Poorly-known ecological communities

Communities that are known from few occurrences with a restricted distribution (generally ≤10 occurrences or a total area of ≤200ha). At least some occurrences are not believed to be under immediate threat (within approximately 10 years) of destruction or degradation. Communities may be included if they are comparatively well known from one or more localities but do not meet adequacy of survey requirements, and/or are not well defined, and appear to be under threat from known threatening processes.

Priority Three: Poorly known ecological communities

(i) Communities that are known from several to many occurrences, a significant number or area of which are not under threat of habitat destruction or degradation or:
(ii) communities known from a few widespread occurrences, which are either large or with significant remaining areas of habitat in which other occurrences may occur, much of it not under imminent threat (within approximately 10 years), or;
(iii) communities made up of large, and/or widespread occurrences, that may or may not be represented in the reserve system, but are under threat of modification across much of their range from processes such as grazing by domestic and/or feral stock, inappropriate fire regimes, clearing, hydrological change etc.

Communities may be included if they are comparatively well known from several localities but do not meet adequacy of survey requirements and/or are not well defined, and known threatening processes exist that could affect them.

Priority Four: Ecological communities that are adequately known, rare but not threatened or meet criteria for Near Threatened, or that have been recently removed from the threatened list. These communities require regular monitoring.

(i) Rare. Ecological communities known from few occurrences that are considered to have been adequately surveyed, or for which sufficient knowledge is available, and that are considered not currently threatened or in need of special protection, but could be if present circumstances change. These communities are usually represented on conservation lands.

(ii) Near Threatened. Ecological communities that are considered to have been adequately surveyed and that do not qualify for Conservation Dependent, but that are close to qualifying for a higher threat category.

(iii) Ecological communities that have been removed from the list of threatened communities during the past five years.

Priority Five: Conservation Dependent ecological communities

Ecological communities that are not threatened but are subject to a specific conservation program, the cessation of which would result in the community becoming threatened within five years.

Appendix C

Consolidated Flora Species List

Lot 510 Old Ledge Point Road, Lancelin
Consolidated Flora Species List

Sources: Ecoscape (2007)
Plantecology (2021)

Acacia cyclops
Acacia lasiocarpa var. lasiocarpa
Acacia rostellifera
Acacia truncata
Acanthocarpus preissii
Acrotriche cordata
Agonis flexuosa
Allocasuarina lehmanniana subsp. lehmanniana
Asteridea pulverulenta
Baumea juncea
Brachyscome bellidioides
Brachyscome iberidifolia
Calandrinia tholiformis
Calothamnus quadrifidus subsp. quadrifidus
Carpobrotus virescens
Cassytha aurea var.aurea
Cassytha racemosa
Clematis linearifolia
Comesperma confertum
Conostephium preissii
Conostylis ?pauciflora subsp. euryrhipis
Conostylis candicans subsp. calcicola
Crassula glomerata
Cryptandra mutila
Daucus glochidiatus
Desmocladus flexuosus
Dianella revoluta
Eremophila glabra subsp. albicans
Exocarpos sparteus
Ficinia nodosa
Gastrolobium nervosum
Hardenbergia comptoniana
Hemiandra glabra
Hibbertia racemosa
Isotoma hypocrateriformis
Lepidosperma gladiatum
Lepidosperma pubisquameum
Lepidosperma squamatum
Lepidosperma tetraquetrum
Leptomeria cunninghamii
Leucopogon parviflorus
Lomandra maritima
Lysinema pentapetalum
Melaleuca cardiophylla
Melaleuca huegelii subsp. huegelii
Melaleuca lanceolata
Melaleuca systena
Myoporum insulare
Olearia axillaris
Opercularia vaginata
Phyllanthus calycinus
Pimelea ferruginea
Poa porphyroclados
Rhagodia baccata subsp. baccata
Rhagodia preissii subsp. preissii
Rhodanthe citrina
Rytidosperma occidentale
Santalum acuminatum
Scaevola crassifolia
Scaevola nitida
Scaevola thesioides subsp. thesioides
Senecio pinnatifolius var. latibolus
Spinifex longifolius
Spyridium globulosum
Stackhousia pubescens
Stylidium scariosum
Styphelia insularis
Templetonia retusa
Tetragonia decumbens
Threlkeldia diffusa
Thysanotus arenarius
Trachyandra divaricata
Trachymene cyanopetala
Trachymene pilosa
Trymalium ledifolium var. ledifolium
Waitzia acuminata var. acuminata
*Asphodelus fistulosus
*Austrostipa flavescens
*Avena barbata
*Bromus diandrus
*Carpobrotus edulis
*Cuscuta epithymum
*Dischisma arenarium
*Euphorbia terracina
*Heliophila pusilla
*Lolium rigidum
*Pelargonium capitatum

Appendix D

Aboriginal Sites Report

Department of Indigenous Affairs
Government of Western Australia

Aboriginal Heritage Inquiry System

Register of Aboriginal Sites

Search Criteria

Site 3237

Disclaimer

Aboriginal sites exist that are not recorded on the Register of Aboriginal Sites, and some registered sites may no longer exist. Consultation with Aboriginal communities is on-going to identify additional sites. The AHA protects all Aboriginal sites in Western Australia whether or not they are registered.

Copyright

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Legend

Restriction		Access		Status		Coordinate Accuracy	
N	No restriction	C	Closed	I	Interim register	Accuracy is shown as a code in brackets following the site coordinates.	
M	Male access only	O	Open	P	Permanent register	[Reliable]	The spatial information recorded in the site file is deemed to be reliable, due to methods of capture.
F	Female access	V	Vulnerable	S	Stored data	[Unreliable]	The spatial information recorded in the site file is deemed to be unreliable due to errors of spatial data capture and/or quality of spatial information reported.

Spatial Accuracy

Index coordinates are indicative locations and may not necessarily represent the centre of sites, especially for sites with an access code “closed” or “vulnerable”. Map coordinates (Lat/Long) and (Easting/Northing) are based on the GDA 94 datum. The Easting / Northing map grid can be across one or more zones. The zone is indicated for each Easting on the map, i.e. '5000000:Z50' means Easting=5000000, Zone=50.

Department of Indigenous Affairs
Government of Western Australia

Aboriginal Heritage Inquiry System

Register of Aboriginal Sites

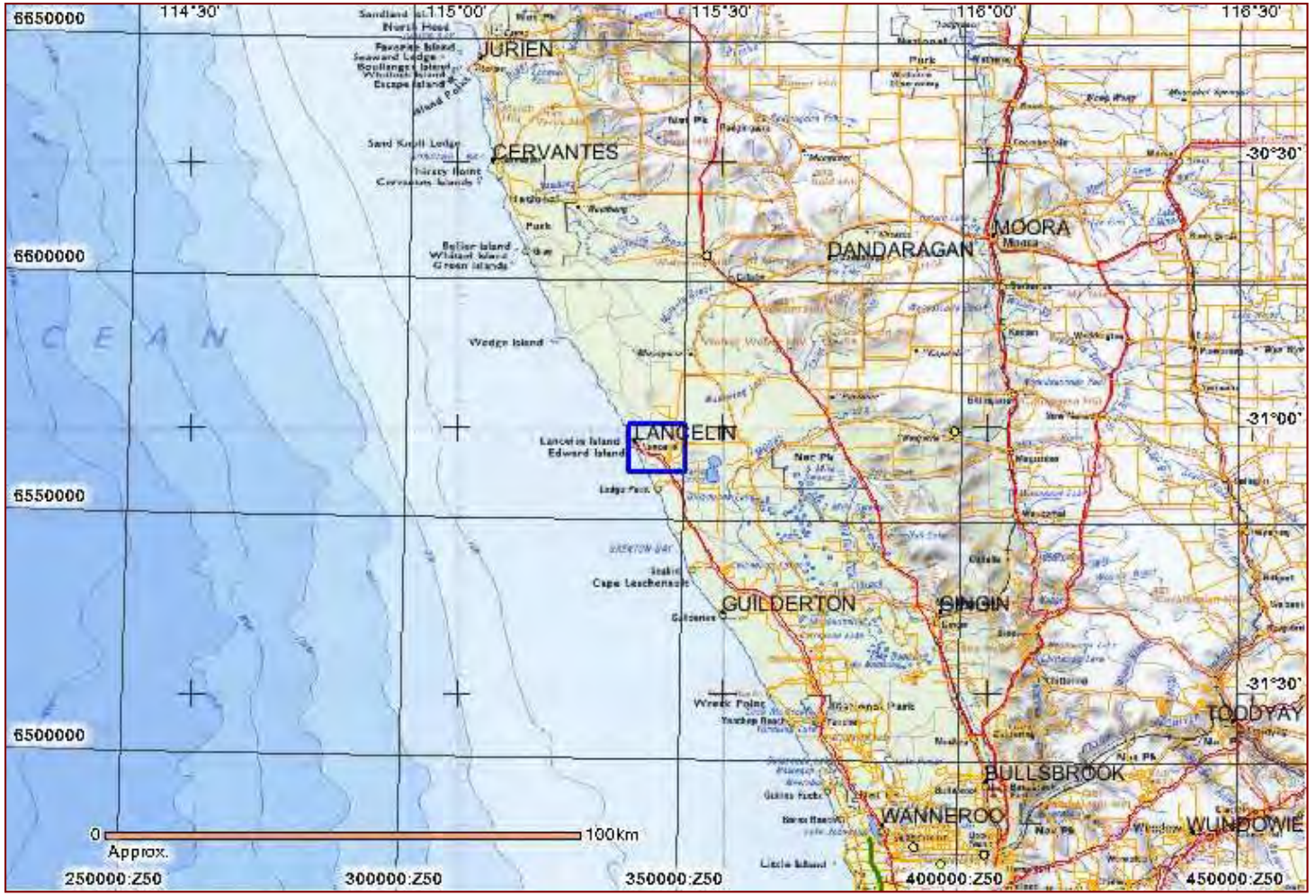
Site ID	Status	Access	Restriction	Site Name	Site Type	Additional Info	Informants	Coordinates	Site No.
3237	S	O	N	Ledge Point.		Camp, Water Source		345136mE 6565151mN Zone 50 [Unreliable]	S00542

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Department of Indigenous Affairs
Government of Western Australia

Aboriginal Heritage Inquiry System

Register of Aboriginal Sites





Legend

- Highlighted Area
- Town
- Map Area
- Search Area

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Appendix E

Lime Sand Analysis Results

Liquid Labs WA
Unit 16b/81 Briggs Street
Carlisle, WA 6106
Perth Australia

NEUTRALISING VALUE TEST REPORT

BSEN1245:2014 Method A

Client	**Cooljarloo Limstone and Limesand**	Ticket No.	**M176**
Client Address	**10092 Indian Ocean Dr, Cooljarloo WA 6507**	Report No.	**LLM19/076_1_NV**
Project	**Material Assessment - Lime Sand**	Sample No	**LLM19/076**
Sampling Location	**Cooljarloo**	Date of Test	**14/02/2019**
Sample Identification	**20195LT - South Pit**	Sampled By	**Client**

LABORATORY RESULTS

Sieve Range (mm)	% Retained	Neutralising Value
0.000 - 0.125	2.2	84.4
0.125 - 0.250	60.1	92.0
0.250 - 0.500	36.5	96.9
0.500 - 1.000	1.2	91.1
>1.000	0.0	NT

Weighted Average Neutralising Value (%)	93.6	Calcium (%)	38.0
Bulk Neutralising Value (%)	93.0	Magnesium (%)	2.0
		Sodium (%)	0.2

Comments *NT = Not Tested*

Approved Signatory

Name Ryan Grieve
Function Technicial Manager
Date 18/02/2019

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Liquid Labs WA
Unit 16b/81 Briggs Street
Carlisle, WA 6106
Perth Australia

NEUTRALISING VALUE TEST REPORT

BSEN1245:2014 Method A

Client	**Cooljarloo Limstone and Limesand**	Ticket No.	**M176**
Client Address	**10092 Indian Ocean Dr, Cooljarloo WA 6507**	Report No.	**LLM19/077_1_NV**
Project	**Material Assessment - Lime Sand**	Sample No	**LLM19/077**
Sampling Location	**Cooljarloo**	Date of Test	**14/02/2019**
Sample Identification	**20196B - South Pit**	Sampled By	**Client**

LABORATORY RESULTS

Sieve Range (mm)	% Retained	Neutralising Value
0.000 - 0.125	2.2	87.9
0.125 - 0.250	60.6	94.5
0.250 - 0.500	34.2	97.2
0.500 - 1.000	3.0	93.2
>1.000	0.0	NT

Weighted Average Neutralising Value (%)	95.2	Calcium (%)	31.0
Bulk Neutralising Value (%)	92.6	Magnesium (%)	1.6
		Sodium (%)	0.2

Comments *NT = Not Tested*

Approved Signatory

Name Ryan Grieve
Function Technicial Manager
Date 18/02/2019

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Liquid Labs WA
Unit 16b/81 Briggs Street
Carlisle, WA 6106
Perth Australia

NEUTRALISING VALUE TEST REPORT

BSEN1245:2014 Method A

Client	**Cooljarloo Limstone and Limesand**	Ticket No.	**M176**
Client Address	**10092 Indian Ocean Dr, Cooljarloo WA 6507**	Report No.	**LLM19/078_1_NV**
Project	**Material Assessment - Lime Sand**	Sample No	**LLM19/078**
Sampling Location	**Cooljarloo**	Date of Test	**14/02/2019**
Sample Identification	**20196WB - South Pit**	Sampled By	**Client**

LABORATORY RESULTS

Sieve Range (mm)	% Retained	Neutralising Value
0.000 - 0.125	3.4	88.5
0.125 - 0.250	60.7	92.7
0.250 - 0.500	33.1	97.1
0.500 - 1.000	2.7	93.4
>1.000	0.0	NT

Weighted Average Neutralising Value (%)	94.1	Calcium (%)	28.0
Bulk Neutralising Value (%)	93.1	Magnesium (%)	1.5
		Sodium (%)	0.1

Comments *NT = Not Tested*

Approved Signatory

Name Ryan Grieve
Function Technicial Manager
Date 18/02/2019

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Appendix F

Kleeman Mobiscreen MS952EVO

A WIRTGEN GROUP COMPANY

KLEEMANN

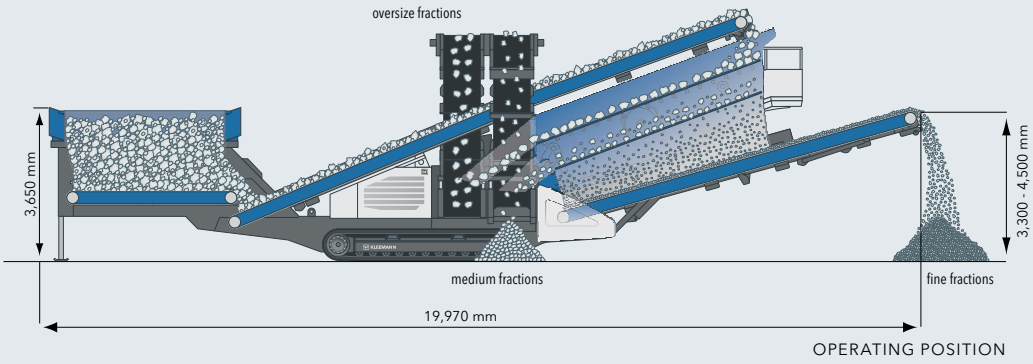
TECHNICAL SPECIFICATIONS I TRACK-MOUNTED SCREENING PLANT

MOBISCREEN MS 952 EVO



MOBISCREEN MS 952 EVO

TRACK-MOUNTED SCREENING PLANT



TECHNICAL HIGHLIGHTS

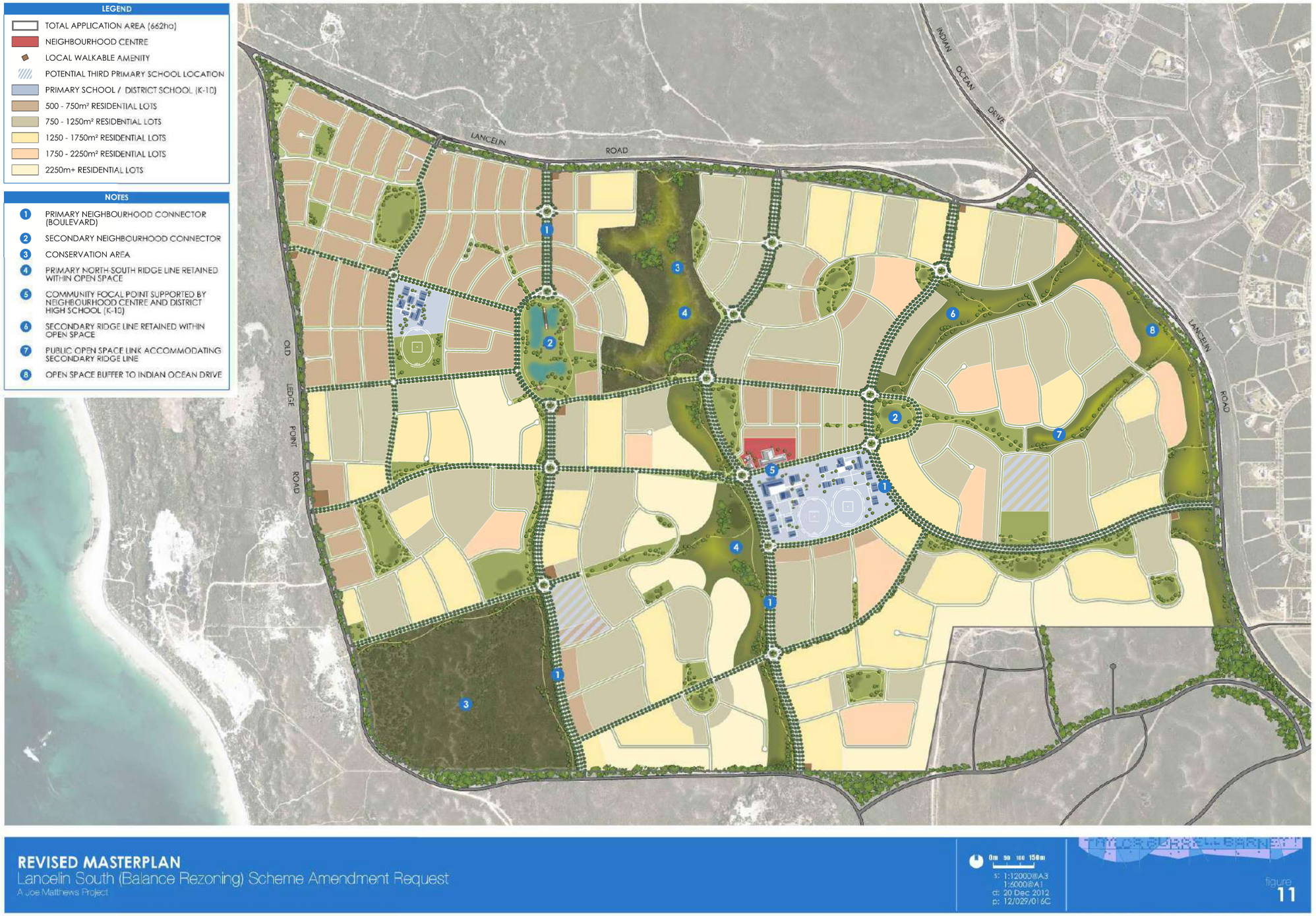
- Double-deck screening unit
- Diesel-hydraulic drive
- Classifying screen
- Max. feed size: 150 mm

TECHNICAL SPECIFICATIONS MS 952 EVO

Feeding unit		**Side conveyor right hand side**	
Feed capacity up to approx. (t/h)	500	Width x length (mm)	800 x 10,200
Feed size max. (mm)	150 x 150	Discharge height approx. (mm)	5,000
Feed height - foldable slotted grate (mm)	3,650	**Side conveyor left hand side**	
Hopper capacity (m³)	8	Width x length (mm)	800 x 10,200
Hopper discharge conveyor		Discharge height approx. (mm)	5,000
Width x length (mm)	1,200 x 3,500	**Drive**	
Feeding conveyor		Drive concept	diesel-hydraulic
Width x length (mm)	1,200 x 12,000	MS 952: Deutz (Tier 3/Stage IIIA) (kW)	90
Screening unit		MS 952i: Deutz (Tier 4f/Stage IV) (kW)	90
Type	double-deck vibration screen	**Transport**	
Width x length (mm)	1,550 x 6,100	Transport height approx. (mm)	3,400
Main discharge conveyor		Transport length approx. (mm)	18,600
Width x length (mm)	1,200 x 8,100	Transport width approx. (mm)	3,000
Discharge height approx. (mm)	3,300 - 4,500	Transport weight approx. (kg)	33,900

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APPENDIX D | LANCELIN SOUTH MASTERPLAN MAP


LEGEND
TOTAL APPLICATION AREA (662ha)
NEIGHBOURHOOD CENTRE
LOCAL WALKABLE AMENITY
POTENTIAL THIRD PRIMARY SCHOOL LOCATION
PRIMARY SCHOOL / DISTRICT SCHOOL (K-10)
500 - 750m² RESIDENTIAL LOTS
750 - 1250m² RESIDENTIAL LOTS
1250 - 1750m² RESIDENTIAL LOTS
1750 - 2250m² RESIDENTIAL LOTS
2250m+ RESIDENTIAL LOTS
NOTES
1 PRIMARY NEIGHBOURHOOD CONNECTOR (BOULEVARD)
2 SECONDARY NEIGHBOURHOOD CONNECTOR
3 CONSERVATION AREA
4 PRIMARY NORTH-SOUTH RIDGE LINE RETAINED WITHIN OPEN SPACE
5 COMMUNITY FOCAL POINT SUPPORTED BY NEIGHBOURHOOD CENTRE AND DISTRICT HIGH SCHOOL (K-10)
6 SECONDARY RIDGE LINE RETAINED WITHIN OPEN SPACE
7 PUBLIC OPEN SPACE LINK ACCOMMODATING SECONDARY RIDGE LINE
8 OPEN SPACE BUFFER TO INDIAN OCEAN DRIVE
LANCELIN ROAD
INDIAN OCEAN DRIVE
OLD LEDGE POINT ROAD
LANCELIN ROAD
REVISED MASTERPLAN
Lancelin South (Balance Rezoning) Scheme Amendment Request
A Joe Matthews Project
0m 50 100 150m
s: 1:12000@A3
1:6000@A1
d: 20 Dec 2012
p: 12/029/016C
figure
11

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED EXTRACTIVE INDUSTRY (LIMESAND) ON LOT 510 OLD LEDGE POINT ROAD, LANCELIN

No.	Submitter	Submission details	Recommended response
1	DPLH	The submitter provides the following general comment: "*The results indicate that your proposal does not intersect with any known Aboriginal site or Aboriginal heritage place. Therefore, based on the information held by DPLH, no approvals under the Aboriginal Heritage Act 1972 are required*."	Noted.
2.	DMIRS	The submitter provides the following general comment: "*DMIRS has determined this proposal raises no significant issues with respect to mineral and petroleum resources, geothermal energy and basic raw materials. DMIRS lodges no objections to the above development proposal."*	Noted.
3.	DPIRD	The submitter provides the following general comment: "*Some of the largest and highest quality lime sand deposits in the entire south west of Western Australia are located in the Gingin shire. Lime products are very important to allow sustainable agricultural activities to continue in the Shire and across the entire agricultural area of the state. DPIRD does not object to the proposal but offers the following comments:* *In Appendix C, Environmental Assessment, Section 2.3.2 - Vegetation Condition (p4), it is stated that, at the proposed site the "weed invasion was minor with no significant areas exceeding 5% weed cover." It is expected that during the life of the mine, vehicle and machinery movements into, around and away from the site of the mining will be significant. This will elevate levels of risk of infestation of declared or other weeds or invasive species being brought into the site. Measures such as careful movement and storage of soil, weed assessments and machinery hygiene should be emphasised. DPIRD recommends that a Weed Management Plan is included in the plan for the site. Regular monitoring is important and weed management*	Noted. Appropriate management plan can address these concerns as required via approval conditions.

		standards need to be upheld during the life of the mine and its rehabilitation. This is to ensure a minimal biosecurity risk for the site as well as for adjoining land and along transport routes. *Due to the loose, sandy nature of the soil and the position of the mine in the landscape, the risk of wind erosion is considered to be extreme for most of this area. Strong winds are a significant characteristic of this coastline and data from the Bureau of Meteorology indicates that for several months of the year (particularly September to March), average wind speeds are much higher than 20km/hour.* *DPIRD recommends that careful re-establishment of surface cover and rehabilitation of disturbed areas is undertaken and monitored regularly at each site to ensure that adequate protection of the soil is in place, particularly through the drier months when the winds are strongest."*	
4.	DOH	The submitter provides the following general comment: "*Portable water must be of the quality as specified under the Australian Drinking Water Quality Guidelines 2011.* *For non-scheme water connected areas, the development is to have access to a sufficient supply of potable water that is of the quality specified under the Australian Drinking Water Quality Guidelines 2011.* *The necessary requirements may be references and downloaded from:* *http://ww2.health.wa.gov.au/Articles/A_E/Drinking-water-quality-management* *http://ww2.health.wa.gov.au/Articles/A_E/Drinking-water-guidelines-and-standards* *Suitable provision for an adequate onsite effluent disposal area is to be accommodated in any planning approval. For on-site wastewater disposal systems to be approved, the site capability needs to be demonstrated via a winter 'site-and-soil evaluation' (SSE) in accordance with Australian Standard 1547 (AS/NZS 1547).* *The Site and soil evaluation for onsite wastewater management webpage has been updated based on DWER, Planning and internal comments. Please use the updated version of each document:*	Noted.

		https://ww2.health.wa.gov.au/Articles.S_T/Site-and-soil-evaluation-for-onsite-wastewater-management *Any on-site waste water treatment process is to be in accordance with DOH publications which may be referenced and downloaded from:* *http://ww2.health.wa.gov.au/Articles/N_R/Recycles-water* *https://www2.health.wa.gov.au/Articles/S_T/Site-and-soil-evaluation-for-onsite-wastewater-management* *For on-site wastewater disposal systems to be approved, a winter 'site-and-soil evaluation' (SSE) in accordance with Australian Standard 1547 (AS/NZS 1547) is required. The Site and soil evaluation for onsite wastewater management webpage has been updated based on DWER, Planning and internal comments. Please use the updated version of each document:* https://ww2.health.wa.gov.au/Articles.S_T/Site-and-soil-evaluation-for-onsite-wastewater-management	
5.	DBCA	The submitter provides the following general comment: ***Guilderton to Kalbarri sub-regional strategy*** *The Guilderton to Kalbarri sub-regional strategy is an overarching planning document that guides the future planning and development of the coastal lands within the Mid West local government areas. It is acknowledged that the strategy identifies limesand as a valuable resource for the broader region's agricultural industry, however it is noted that the subject lot falls outside of the 'Significant Geological Supplies' (SGS) identified by the Department of Mines, Industry Regulation and Safety (DMIRS).* *It is recommended that the Shire of Gingin liaise with DMIRS to determine whether the extraction of the limesand resource on the subject lot would meet the objectives of the Guilderton to Kalbarri sub-regional strategy in relation to ensuring basic raw material extraction is compatible with the nature resource, food production, environmental and landscape values of the land.* ***Flora and vegetation values***	Noted. Appropriate conditions recommended as suggested.

		Flora and vegetation surveys were conducted over the application area by Ecoscape (2007) and Plantecology (2021) to determine the condition, composition and presence of threatened plant and vegetation communities. *The reports identified that no areas mapped as Threatened Ecological Communities (TECs) are planned for clearing, however, the proposal will likely impact the following inferred Priority Ecological Communities:* • *Priority ecological community (Priority 3) SCP 29a – Coastal shrublands on shallow sands* • *Priority ecological community (Priority 3) FCT 29b 'Acacia shrublands on taller dunes'* *FCT29a is known from 24 point locations between Seabird and Preston Beach (~230 km) and boundaries have generally not been mapped so the total area covered by the PEC is not known. FCT29b is known from 42 point locations between Seabird and Lake Clifton (~170 km) and boundaries also have generally not been mapped.* *Ecological communities identified as threatened, but not listed as TECs, can be classified as Priority Ecological Communities (PEC). These communities are under threat, but there is insufficient information available concerning their distribution to make a proper evaluation of their conservation status.* *Priority flora species, Stylidium maritimum (P3) and Conostylis pauciflora ssp. Euryrhipis (P3) were also located on the site by Ecoscape (2007) and Plantecology (2021) and will likely be impacted by the proposed limesand extraction activities.* ***Clearing of native vegetation*** *The limesand mine will require the clearing of native vegetation. The clearing of native vegetation in Western Australia is prohibited, unless the clearing is authorised by a clearing permit obtained from the Department of Water and Environment Regulation (DWER) or is of a kind that is exempt in accordance with Schedule 6 of the Environmental Protection Act 1986 or Environmental Protection (Clearing of Native Vegetation) Regulations 2004.*	

		It is noted that numerous clearing permit applications have been granted within adjacent mining tenement areas for the extraction of limesand. The approval of these clearing applications was conditional on the proponents implementing a number of conditions in relation to weed and dieback management, minimisation of clearing footprint to mitigate erosion and the progressive rehabilitation of the site. *In the event that the native vegetation clearing is approved to facilitate a limesand quarry, it is the department's expectation that the current proposal would be subject to similar conditions in relation to erosion, weed management and rehabilitation. It is recommended that the Shire of Gingin liase with DWER to ensure a consistent approach in relation to the assessment of the clearing impacts and approval conditions associated with the development application and clearing permit.*	
6.	DWER	The submitter provides the following general comment: *The Department has identified that the proposal has the potential for impact on environment values and management. While the Department does not object to the proposal, key issues and recommendations are provided below and these matters should be addressed:* *Under section 51C of the Environmental Protection Act 1986 (EP Act), clearing of native vegetation is an offence unless undertaken under the authority of a clearing permit, or the clearing is subject to an exemption. Exemptions for clearing that are a requirement of written law, or authorised under certain statutory processes, are contained in Schedule 6 of the EP Act. Exemptions for low impact routine land management practices outside of environmentally sensitive areas (ESAs) are contained in the Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (the Clearing Regulations).* *Based on the information provided, no exemption applies to the proposed clearing and a clearing permit is required. The Department has not received a clearing permit application relating to this proposal.*	Noted.

7.	Planning Agency on behalf of Ratepayer	*The submitter does not support the proposal and provides the following general comment:* *"We have outlined the submission in respect of our concerns regarding public consultation, environmental impact, and traffic management. Accordingly, in our view the application should not be progressed further until it is accompanied with suitable information and specialist studies, and sufficient public consultation to ensure residents and owners are properly informed.* ***Background*** *The Estate is responsible for the land to the north-east of the subject land, on the opposite side of Old Ledge Point Road. This includes Lot 1 on Diagram 24526 (zoned 'Conservation' and 'Future Development' on the Scheme Map), and Lot 9001 on Plan 73642. The Lancelin South structure plan applies to these landholdings.* *The late Joseph Matthews was heavily invested into the future for Lancelin, as evident through the preparation of:* *1. Lancelin South Structure Plan (LSSP) which was adopted by the Shire of Gingin on 2 October 2007 and the Western Australian Planning Commission (WAPC) in August 2009. The LSSP formed the basis for demonstrating the land availability for 4,000 dwellings, schools, commercial centres, conservation, open space, and key linkages.* *2. The LSSP extent is reflected in the Shire of Gingin's Local Planning Strategy, adopted 2012. It identified Lancelin South Stage 1 as 'Urban Development' and the balance as 'Future Urban'.* *3. Lancelin South Stage 1 Outline Development Plan, which has been rezoned under the Shire's previous Town Planning Scheme No. 8 and the current Local Planning Scheme No. 9 for urban development. The Lancelin South Stage 1 structure plan was endorsed by the WAPC on 28 June 2011, providing for some 1,000 dwellings. 51 lots have been created, which comprise some dwellings that have been measured to be 1.7 km north of the proposed extractive industry.*	Noted.

		4. The Lancelin South Stage 1 Outline Development Plan provided for a light-industry / mixed business / composite industry precinct on the north side of Lancelin Road. *5. The Lancelin South Stage 2 Structure Plan was prepared for part of Lot 9001 Lancelin Road, Lancelin and was granted approval by the Western Australian Planning Commission on 11 January 2018. It covers 88 hectares of land with an estimated dwelling yield of 315 lots. The structure plan area took its road access primarily from Lancelin Road.* *6. Lancelin South Pty Ltd is the licensed water service provider (WL47) for the Lancelin South estate and provides potable water services, non-potable water services, and sewerage services.* *This submission reflects the vision of Joseph Matthews, which is supported by the Executor.* ***Proposed Extractive Industry and advertising process*** *We acknowledge that the proposed use as an 'industry – extractive' is an 'A' discretionary use whereby the local government is to advertise the proposal prior to making a determination. We note that we received advice via mail and the plans and details were published on the Shire's website.* *In the interests of orderly and proper planning, we consider that such a land use requires close examination and consideration including adequate consultation with potentially affected landowners. We would respectfully request confirmation that all residents within Lancelin South stage 1 (approximately 51 lots) were also provided notices of the public advertising period. Given the proposal will result in a reported 70 truck movements per day utilising roads that residents will need to use on a daily basis, we consider it is appropriate that those residents be given appropriate time and information to provide comments on this proposal.* ***Environmental and coastal considerations*** *We note that section 2.4 of the DA Report states that "The Plantecology (2021) survey found that the condition of the vegetation had improved in parts. Much of the Acacia rostellifera Tall Shrubland, previously mapped as Degraded, is now in Good or Very Good condition, and some of the previously quarried areas have*	Noted. Further stakeholder consultation with landowners of the Lancelin South estate was undertaken in response to this. 1. Noted. The Department of Water and Environmental Regulation (DWER) administers the clearing provisions of the *Environmental Protection Act 1986*. Applications for clearing permits are assessed and decisions are made to

		regenerated enough to new [sic] be mapped as Good condition. A small blowout has developed at the northern end of the site and is in Completely Degraded condition". *In our view, this description does not fully describe the Plantecology survey. The Plantecology vegetation condition survey is shown as Figure 4 in the Bayley Environmental Services report, and the legend on that plan depicts a significant proportion of the site in 'Excellent' condition as Melaleuca lanceolata low closed forest, Melaleuca systena low shrubland and Spyridium globulosum closed shrubland. The survey figure is copied as Figure 1 in this submission.* *The DA report notes that the condition of the Acacia rostellifera vegetation had improved in parts, including land that had been 'degraded' but is now in 'good' or 'very good' condition.* *The DA report nor the Bayley Environmental Services report do not clearly confirm whether the clearing will have a significant long-term impact on the identified priority species. The reports note two priority species: Stylidium maritimum (P3) in eight recorded locations and Conostylis pauciflora subsp euryrhipis being common on-site. According to Florabase (DBCA), Conostylis pauciflora subsp euryrhipis is a Priority 4 species, located within the local government areas of Dandaragan, Gingin, and Wanneroo. We respectfully request that the reports be reviewed to more clearly discuss the impact this proposal would have on these Priority Species. It is not overly clear whether this would have a significant or irreversible long-term impact on the species.* *There are extractive industries approved and operating in areas that are degraded, i.e. the Optima sand blowout and the dunes north-east of Lancelin. In our view, clearing of native vegetation that appears to be increasing in its ecological value and contains Priority Species is not considered to be a positive environmental outcome.*	grant or refuse the application in accordance with this Act. The Shire notes that an application has been lodged by the applicant to DWER and is pending determination. The officer is satisfied with the information submitted and that no significant environmental impacts will result.



Figure 1 Plantecology Vegetation Figure. The legend identifies vegetation condition on-site as 'excellent', 'very good', 'good', and 'completely degraded'.

Coastal vegetation is inherently important to the structural integrity of the coastal landform, and is an important habitat that is under threat. It is noted that the site's boundary is approximately 240-250 metres from the coastline. As detailed in section 3.8 of the DA report, the Shire's CHRMAP did not map this location but provides a general allowance for erosion from 21m to 202m from the current shoreline. Noting the extraction industry is in excess of 200m of the shore line and is a temporary use, its rehabilitation for native vegetation (as mentioned in section 5.2 of the DA report) will be important as this location may likely result in being a future component of the coastal foreshore (objective 3 of SPP 2.6), as a result of coastal erosion.

Emissions from dust and noise

As noted in the DA report, dust and noise can occur given the removal of vegetation, removal of sand, the screening, storage and loading of material, and its transport off-site along a limestone road. In our view, the DA report is not specific as to whether:
• dust suppression is required along Old Ledge Point Road, or whether contingency measures are in place for dust suppression along the road; or

2. Noted. The development is required to adhere to the provisions of the *Environmental Protection (Noise) Regulations 1997.*

3. Dust from extraction activities is not anticipated to be an issue given the significant setback from Lancelin South. In addition, dust management measures can be implemented by the operator as required

		• *noise emissions will not exceed limits at noise-sensitive premises, having regard to prevailing winds and the orientation of the extractive industry in context to dwellings in Lancelin South.* *The DA report states that a mobile screening plant will be used on-site. The mobile screening plant has the potential to process 500 tonnes per hour, with an estimated processing of 3,000 tonnes per day (as referred to in section 4.2 'Method of Excavation' of the DA). This processing amount, at full capacity, would take a minimum of 6 hours per day. This equates to 100% of the operational hours on a Saturday, or 50% of a weekday operational period. The other section 4.2 'Scale and Duration of Operations' of the DA report mentions that processing is largely in January-April, and section 4.4 of the DA Report states that processing will be focussed on Monday-Wednesday with reduced activity for the remainder of the week. By reading these three report sections together, it is up to the reader to interpret how long the screening plant could be operating.* *By interpreting the time it could take to screen 10,000-12,000 tonnes (that is to be produced per week in summer), the screening plant may need to operate for 20-24 hours per week (assuming it is operating at 500 tonnes per hour, and that 100% of all material is processed through the mobile screening plant). In our view, this amount of time is significant, and given prevailing winds in the area, we respectfully request that the assertion that "noise nuisance is not expected to be an issue" be analysed and confirmed in an acoustic report prepared by an appropriately qualified acoustic consultant.* *The DA report notes that pocket road trains with loads up to 62 tonnes would be operating along Old Ledge Point Road, with the report noting approximately 970 metres is limestone roadbase. The report states that there could be an average 70 truck movements per day. We also note that if smaller trucks are used instead, this would also infer additional truck movements.* *The coast experiences easterly winds in the morning which swing onshore in the late morning to afternoon. In the summer months and given those prevailing winds, we consider it is important that the proposal has regard to onshore winds and to avoid operations during those times where winds can potentially result in dust and/or noise emissions that could affect dwellings in Lancelin South, including dust from passing trucks.*	under development conditions and through a Works Approval/License issued by DWER should that be forthcoming. Dust suppression measures on Old Ledge Point Road can also be addressed via development conditions. 4. The operating hours can be restricted by conditions of approval and the intention is not to operate 20/24 hrs during peak periods.

		In turn, residents in Lancelin South should be provided with the contact details for the operation, to ensure that any particular dust or noise emissions can be suitably addressed should they become an issue. *We consider the applicant is responsible to confirm these details.* ***Potential for longer duration of extraction*** *The DA report states that the available resource on-site is likely to be removed over five years / five seasons. Whilst it is assumed, it is not specified that these would be five consecutive years / five consecutive seasons. The proposal argues that the impacts of the extractive industry are low, having regard to the five year duration. However, if production is lower, or extraction is postponed due to external factors or business decisions, the duration and therefore impacts would be experienced over a longer period.* *We consider that a five year maximum timeframe for the extractive industry can provide certainty to the local government, proponent and broader community that these impacts would be managed and mitigated, with a clear completion date as per the quoted time period.* ***Significant regional supplies vs. this proposal*** *We have had regard to the mapping of Significant Geological Supplies available from the Department of Mines, Industrial Regulation and Safety. In this regard, we note that the site is not identified as a significant geological supply for limesand. We consider the extraction of Significant Geological Supplies is reasonable, and should continue. Given there are available supplies, we query the cumulative impact of this proposal in addition to those operations. In particular, the increased extraction is not considered reasonable in the context of the number of truck movements that will go past residents in Lancelin South.* ***Traffic and truck volumes*** *As part of the planning of Lancelin South, the structure planning has been justified and supported by traffic impact assessments. As part of the Lancelin South Stage Two structure plan, a Traffic Assessment was prepared and accepted by the Shire in 2017. That report*	5. Condition of approval have been suggested to restrict the approval period to provide some certainty as to the development lifespan. Noted. 6. The scale of the proposed development, in comparison to the adjacent mining tenement and now redundant Rule's limesand tenement, is relatively modest. The cumulative traffic generation is

		mentioned that there were approximately 320 heavy vehicle movements per day on Old Ledge Point Road. *This proposal states that it will add 70 truck movements per day or 360 per week (as per section 4.5 'Site Access and Traffic Generation' of the DA report). The DA report does not make it clear whether this is a maximum or an average number of truck movements. In reviewing this Development Application, it is not clear a traffic assessment has been undertaken. It is difficult to quantify what percentage increase of traffic movements on Old Ledge Point Road will be made, what percentage of total traffic will be made by heavy vehicles; what the cumulative impact this may have on the level of service at existing road intersections including Old Ledge Point Road – Lancelin Road; nor any potential road safety concerns.* *We are concerned that this is a significant increase of truck movements on Old Ledge Point Road and this does have a negative impact. The DA notes trucks pass residential areas (i.e. Lancelin South) but discounts this by acknowledging trucks already drive along this route. We contend that it is the cumulative impact that is a key question, both in terms of truck volumes passing residents but also the maintenance impact on the road pavement(s), which in our view the DA does not clearly answer. We form the view that DA does not clearly recognise or quantify the impact, and that this proposal be subject to a traffic impact assessment.* *A traffic impact assessment should address potential impacts on local vehicle movements associated with Lancelin South; Lancelin Road and Old Ledge Point Road, levels of service at the Old Ledge Point Road – Lancelin Road intersection, and any identified safety issues. The traffic impact assessment may identify changes/upgrades to the road network and/or intersections to cater for the additional traffic movements. In turn, we would request confirmation from the local government that this has been sufficiently addressed.* ***Conclusion*** *We consider that the extractive industry is likely to have impacts on existing and future residents in Lancelin South. Whilst we support local extractive industries and recognise their importance to agriculture and industry, we contend that some questions, in respect of detail, need to be properly examined and addressed.*	anticipated to be less than that accommodated by Old Ledge Point Road when Rule's limesand pit was operational. 7. The intersection between Old Ledge Point Road and Lancelin Road was previously upgraded to cater for, and in acknowledgment of, the traffic generation from the limesand deposits being extracted south of that intersection.

		We respectfully request regular updates on this matter as the development application progresses. In particular, we would request the opportunity to review additional information to address our concerns raised in this submission. *As the representative to the major landowner and residential estate developer in proximity to the proposal, we would welcome the opportunity to discuss further with the City's officers and to be able to attend any Council meetings.*	
8.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: "*We have major issues with the following proposal as stated.* • *The amount of trucks already using Lancelin Road and Old Ledge Point Road* • *Trucks are already arriving and leaving outside designated times. Some as late as 11pm and as early as 5am (who controls and monitors this, certainly not the companies and it should not have to be the responsibility of the residents of Lancelin South)* • *Exhaust breaking from poor truck driving even through signs are displayed saying it's a residential area* • *Our quality of a safe lifestyle is already suffering from sand trucks. The estate is surrounded by sand truck activity from Lancelin Road and Old Ledge Point Road. Our recreational lifestyle will be impacted with this mine and more trucks as it already is with not being able to walk or ride a bike on any of the roads because it is simply not safe. Old Ledge Point Road is also used for tourists and locals to visit Fence Reef which is a popular tourist attraction for tourists and locals* • *We already have problems with our ecosystems surrounding Lancelin area e.g. beach erosion, flora and fauna, climate change etc. but we continue to push with localised sand mines in our residential areas when there are ample mines operating* *Our estate is becoming a beautiful addition to Lancelin with young families wishing for safe environment for their children…how much of Lancelin do we have to give up for sand mines who contribute nothing to our shire and surrounds. Leave something for our tourists, at least they pay. Enough is enough."*	Refer to point 6 above. Noted. This is regulated by the Department of Mines Industry Regulation and Safety (DMIRS). 8. Limesand extraction along Old Ledge Point Road, with haulage vehicles along Lancelin Road, has occurred for over 50 years. Lancelin Road is a designated Aglime Route and accordingly, truck movements associated with sand extraction activity could be anticipated.

9.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: "*The danger of the extra trucks will be put on the Lancelin Road and Old Ledge Point Road, and also the noise of these trucks maybe some mornings staring as early as 5am and going some nights after 11pm. Residents of Lancelin South should not have to put up with this. This will amount to over 1,600 extra trucks over the 4.5 month period on top of already going in and out now to the existing limesand pit.*"	Refer point 8 above.
10.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: "*Impact on Lancelin South:* • *The proposal of a new pit offers no benefits for the residence at Lancelin South.* • *An additional pit will have a negative effect on further residential land development and housing in the area for the near future. There is a high risk that the market value of houses in the estate will decrease. Who wants to live next to a haul road?* • *Compensation – to reduce the negative impact, could revenue from the 2 mine sites on Ledge Point Road be used to build facilities for the current residence and to make the Estate be more appealing? For example, install a bike trail or footpath to Lancelin townsite, a picnic table and BBQ, a playground with exercise equipment of a walking trail to the beach.* *Traffic Management:* • *Instead of using Lancelin Road, install a direct access road from Indian Ocean Road, between K.W road and Ledge Point Road to the mine site to reduce the interaction between light and heavy vehicles.* • *Due to the increase in traffic, could the 90-kilometre speed limit on Lancelin be reduced to 70/80 kilometres?* • *Old Ledge Point Road in extensively used by recreational users, to make it safer could a speed sign of 50 kilometres be erected at the start, as there is no current sign?* • *Whilst I have been waiting to come out of the estate from Hamelin Ave, I have regularly observed vehicles overtaking on the continuous lines (double line). Could an extra turning lane be*	Noted. The proposal is not required to provide funds to Lancelin South or contribute to community infrastructure. Dismissed. This suggestion is not feasible and any condition to this affect would not be viewed as valid. The cumulative traffic is not anticipated to increase given the recent closing of an adjoining pit. Current speed limits are viewed as being acceptable.

		installed for the trucks turning in and out of Old Ledge Point Road?	The intersection is viewed as being adequate.
		Air Quality: • *Dust suppression – the dust generated on the access roads and routes driven by the trucks should be given thought to and was not mentioned in the proposal. The watercart should have to cover all the access roads as well as the pit floor. As we drive down the hill on Lancelin Road, the dust hanging in the air is regularly seen. The sea breeze trapping, suspending, and recirculating the dust. On the bad days, my daughter's asthma plays up.* • *There will be an increase in vehicle exhaust emissions from the 210 trucks passing daily.* • *Silica air pollution (risk of silicosis) is it present, if so, what is the percentage in the soil/air?* • *Has a risk assessment been carries out measuring the levels of Silica in the air, the level of exposure and the distance it can travel (the aerodynamic behaviour of the airborne particles)?* • *If monitoring has been carried out, has the exposure from the mine site and exposure from the sand coming off the trucks as they drive past been assessed?*	9. Exposure to the respirable fraction of silica generally needs to be continuous and for extended periods of time (e.g. employees working in an enclosed area where the airborne particles are unable to dissipate as readily) for it to present health risks. In the context of this proposal, no air quality issues are anticipated.
		Traffic noise management / noise pollution: • *Traffic noise pollution caused by the trucks has not been considered by the existing noise exposure our suburb already has to put up with, now the volume is going to increase with an additional 70 trucks going past throughout the day.* • *Annoyance and stress factor with all the 3 pits operating, there will be a semi-trailer truck driving past every 2-3 minutes, 12 hours a day.* • *Residential friendly truck operation times from 7am to 5pm and the trucks are only permitted to drive on the Lancelin Road during the permitted time. This past few month's semi-trailers have been passing between 4am in the morning to 10pm at night, whilst not operating Sunday and public holidays.* • *We suggest reducing the speed of the traffic to reduce the traffic noise levels.*	Refer to point 2, 3 and 6 above.
		Monitoring: • *We request regular monitoring of the dust levels, noise levels and traffic volume (traffic counter used during peak periods to provide*	Noted. Relevant conditions have been recommended to address various aspects of the development.

		more accurate data on traffic volume) to ensure that all the mine sites are being compliant, and a report sent to residence. • *A dust management program should be included, detailing the format of reporting results and necessary corrective action taken.* • *A noise level assessment to be carried out to measure the total daily noise exposure prior to the new pit opening then afterwards.* • *Regular monitoring of the conservation area near the two pits, ensuring it is not affected by the dust and noise.* • *A risk assessment for all the hazards mentioned above and a complaints management system be set up to include a feedback loop to the community and provide information on corrective action.* *Questions:* • *The flora survey last year shows that the vegetation in the area has improved and the last fauna survey was carried out 14 years ago, will there be another fauna survey carried out before the area is cleared?* • *Will the site be monitored by an Aboriginal Yued Elder prior to clearing?* • *Are there current guidelines/conditions in place for the other mine sites operating in the area?* • *Are the current mine sites providing funding for upgrading the roads to meet the stress caused by the heavy haulage (Lancelin Sands trucks are hauling 42 tonne, this new mine will be hauling up to 62 tonne per pocket haul truck)?* • *When will mining commence, if approved?* *We moved to Lancelin for the country lifestyle and to get away from the noise of the traffic in Perth. We are hoping that our comments are taken into consideration by the local government and adjustment made to reduce the impact that these mine sites and the volume of traffic/noise will have on our lifestyle."*	No. No. The adjoining pit is operating under a mining licence issued and regulated by Department of Mines, industry Regulation and Safety (DMIRS). The operator may or may not progress to extraction, this will be at their discretion once/if they obtain the suite of approvals necessary.
11.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: *"Two points of contention:* *1. The actual extraction – see additional comments below.* *2. The haulage – the fact that heavy vehicles already use Old Ledge Point Road is not a valid reason to allow a further 70 trips per day (peak times) by heavy vehicles from the proposed*	

		development to use the road especially 100m from a residential area. Further notes below.	
		Reference is made to the visual impact extractive activities have on the landscape but these areas of coastline are more important than just the visual. (Item 3.2). Just because there is already another sand extractive site in operation at the moment does not make it okay to further destroy the coastline into the future. At some point a stand has to be made in regard to preservation, and ongoing protection of coastal systems should be a priority.	Noted.
		There is meant to be development of a tourist node but comments made state that "whilst the use of adjoining land continues to be used for sand extraction, there would be no prospect of progressing a proposal for tourist related land use". The town is trying to attract tourists as that is what keeps it alive but how much longer will this extractive industry delay future tourist developments. There is only so much available to Lancelin and the availability of these areas along the coastline is why people visit Lancelin and this needs to be developed not given over to extractive industries.	Noted.
		Mention is made to the location (item 3.5), relatively low intensity and site management procedures not having an adverse impact on the environment or amenity of the area. What about the Lancelin South Estate? Does this not factor into the adverse impact? As stated in the document, the nearest current house is 1700m from the proposed extractive industry. This home as well as all the others in the sub division will be adversely impacted with noise and air pollution. This coastline is noted for windy conditions and with the extractive industry so close and south of the sub division the noise and disturbed sand will definitely affect all existing homes in the sub division let alone have an adverse effect on the future sale and development of the sub division. The document states that extraction will not occur on days of high wind speed (item 4.6) but who will monitor this?	Noted. The separation distance is in excess of the recommended distance under Environmental Protection Authority (EPA) guidelines.
		Mention is made that as the road is already being used by an existing business for transport then their additional trucks would not make a difference We disagree and when you have a look at how many of their trucks (in addition to the existing ones) are going to use the road we argue that the impact will greatly impact the Lancelin South Estate and the road. Item 3.9.	Refer to point 6, 7 and 8 above.

		Output during summer peak time could be 10,000 – 12,000 tonnes per week. With the use of pocket road trains of 62 tonnes, this would mean significant use of Old Ledge Point Road from January to April as well as Lancelin Road (the one road in and out of Lancelin). During peak times this is approximately 70 return trips of these trucks per day. This is excessive for a road so close to a residential area and will have a huge impact to Lancelin South estate. How reliable are their figures when calculating the number of trucks per day and the amount of tonnage being extracted? *For four months of the year operation will be at its peak, (12 hours a day, 5 ½ days a week) when strong sea breezes will be carrying constant noise from machines and sand towards the Lancelin South residential estate less than 2kms away. This is in addition to the extra 70 trucks a day using the nearby road and adding to the noise. January to April are when residents have their homes open to capture the summer breezes but would have to close them and use air conditioning instead to keep out the sand dust and noise. Noise and dust from the trucks on this road as well as from Lancelin Road will definitely be noticed at the estate. Not exactly environment friendly. Taking into account the environment when building a home in Lancelin South and making use of the summer breezes is all part of the Design Guidelines which has to be agreed to when buying land in the estate.* *The local law (item 3.12) states that the development is to operate in a manner that will have no adverse impact on the surrounding locality."*	
12.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: *"Whilst the hours of the operation have been stipulated in this proposal, my experience of the current run of trucks on Old Ledge Point Rd tells me that these trucks run all hours of the day and at night. I have heard trucks heading along Old Ledge Point Rd as late as midnight/1am coming in as early as 5am in summer. I have seen trucks running all week and are usually entering the mine on a Sunday. The only time they do not seem to run is public holidays. Stating that there will be operational hours is misleading information as it is clearly not monitored. The operational hours do not include the times the trucks are arriving and leaving the mine site which, as*	Noted. Refer to responses above.

		mentioned, can be anywhere from 5am to midnight/1am the next day. This is not fair on the residents of Lancelin South. *The new mine will also see an increase in the number of trucks coming into Lancelin because if this mine is opened, there will be 4 sand mines in town – two of which are on Old Ledge Point Road – so the truck traffic will be horrendous with large volumes of trucks travelling into the town on the only access road into Lancelin and putting the safety of road users at risk. It is a fact that humans can become impatient beings and with a convoy of trucks heading up that hill out of Lancelin, there is the potential for impatient road users to overtake on the double white lines to get in front of the trucks. I have witnessed this manoeuvre travelling up this hill and it is a scary sight to see.* *There are many recreational vehicles that use Old Ledge Point Rd to access beaches as well as travelling to Ledge Point on the track. Additionally, some residents of Lancelin South ride their bikes or walk along the road for recreation as there is no bike paths available to ride into town. It is only a matter of time before there is a bad accident. The road itself is narrow and even though it has been resurfaced, the wear and tear on the road will no doubt increase proportionately to the increased truck traffic.* *The mine site is close to the coast so surely removal of the sand reduces the dunes in the area and thus leaving the coastal scrubland unprotected which in turn contributes to coastal erosion from wind. Refer to your own inundation study about coastal erosion! You want to make people aware that there is a chance the ocean will reclaim the land near the coast but you are willing to contribute to it by taking the sand away. How do you justify that?* *Why do we need to have so many trucks in a tourist town? With an increased volume of cars and tourists visiting the town, the last thing we need is more trucks in town taking away the sand that is so much a part of Lancelin. Keep the sand mining away from the town and Lancelin South housing estate and find somewhere less populated.* *The last point is that I chose to live in Lancelin South because it is quiet and I was prepared to put up with a few trucks a couple of months a year but it is now getting out of hand. The trucks are noisy and some truck drivers do not consider the residents of our estate. We have had enough."*	

13.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: *"The mine owner does not run from 6am to 6pm. Trucks come past at all hours of the night. 2am Sunday, they roll in any time in the early morning. The safety is a big thing to the people in South Lancelin as kids and adults walk and ride bikes up Old Ledge Point Road. Who is going to monitor the truck movements from 6am to 6pm? It's not working now. Noise, pollution, safety, greed. Save the sand hills from erosion. I don't want sea views."*	Noted. This is a separate application to the existing Optima pit. Compliance with the proposed hours of operation (including truck arrival and departure times) can be required as a condition of development approval.
14.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: *"We strongly do not support this mine as:* • *We think there are enough trucks using the badly maintained road to the highway and to the pits, we have seen many lose accidents* • *Our development is becoming a very family orientated estate with lots of young families and the trucks make it too dangerous* • *There is already bad noise and dust pollution as is* • *The trucks as is don't stick to the time frame, We listen to trucks coming and going at 3 and 4 in the morning and 10 and 11 at night* • *Weekends are not acceptable to be listening to trucks when it's our family time & with the extra traffic on weekends & badly maintained road you're just waiting for an accident to happen* *We strongly urge you to disagree with this proposal, it devalues our property & will drive buyers away from the area."*	Noted. Refer responses above.

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED EXTRACTIVE INDUSTRY (LIMESAND) ON LOT 510 OLD LEDGE POINT ROAD, LANCELIN

No.	Submitter	Submission details	Recommended response
1	DPLH	The submitter provides the following general comment: "*The results indicate that your proposal does not intersect with any known Aboriginal site or Aboriginal heritage place. Therefore, based on the information held by DPLH, no approvals under the Aboriginal Heritage Act 1972 are required*."	Noted.
2.	DMIRS	The submitter provides the following general comment: "*DMIRS has determined this proposal raises no significant issues with respect to mineral and petroleum resources, geothermal energy and basic raw materials. DMIRS lodges no objections to the above development proposal."*	Noted.
3.	DPIRD	The submitter provides the following general comment: "*Some of the largest and highest quality lime sand deposits in the entire south west of Western Australia are located in the Gingin shire. Lime products are very important to allow sustainable agricultural activities to continue in the Shire and across the entire agricultural area of the state. DPIRD does not object to the proposal but offers the following comments:* *In Appendix C, Environmental Assessment, Section 2.3.2 - Vegetation Condition (p4), it is stated that, at the proposed site the "weed invasion was minor with no significant areas exceeding 5% weed cover." It is expected that during the life of the mine, vehicle and machinery movements into, around and away from the site of the mining will be significant. This will elevate levels of risk of infestation of declared or other weeds or invasive species being brought into the site. Measures such as careful movement and storage of soil, weed assessments and machinery hygiene should be emphasised. DPIRD recommends that a Weed Management Plan is included in the plan for the site. Regular monitoring is*	Noted. <u>Weed Management</u> A Weed Management Plan would form part of an overall site management plan, which would be required as a condition of Development Approval.

		important and weed management standards need to be upheld during the life of the mine and its rehabilitation. This is to ensure a minimal biosecurity risk for the site as well as for adjoining land and along transport routes. *Due to the loose, sandy nature of the soil and the position of the mine in the landscape, the risk of wind erosion is considered to be extreme for most of this area. Strong winds are a significant characteristic of this coastline and data from the Bureau of Meteorology indicates that for several months of the year (particularly September to March), average wind speeds are much higher than 20km/hour.* *DPIRD recommends that careful re-establishment of surface cover and rehabilitation of disturbed areas is undertaken and monitored regularly at each site to ensure that adequate protection of the soil is in place, particularly through the drier months when the winds are strongest."*	<u>Dust Management/Erosion Control/Rehabilitation</u> A Dust Management Plan and Rehabilitation Plan would form part of an overall site management plan which would be required as a condition of Development Approval. It is also noted dust management measures are being assessed as part of the Application for a Works Approval concurrently submitted to DWER.
4.	DOH	The submitter provides the following general comment: "*Portable water must be of the quality as specified under the Australian Drinking Water Quality Guidelines 2011.* *For non-scheme water connected areas, the development is to have access to a sufficient supply of potable water that is of the quality specified under the Australian Drinking Water Quality Guidelines 2011.* *The necessary requirements may be references and downloaded from:* *http://ww2.health.wa.gov.au/Articles/A_E/Drinking-water-quality-management* *http://ww2.health.wa.gov.au/Articles/A_E/Drinking-water-guidelines-and-standards* *Suitable provision for an adequate onsite effluent disposal area is to be accommodated in any planning approval. For on-site wastewater disposal systems to be approved, the site capability needs to be demonstrated via a winter 'site-and-soil evaluation' (SSE) in accordance with Australian Standard 1547 (AS/NZS 1547).*	Noted.

		The Site and soil evaluation for onsite wastewater management webpage has been updated based on DWER, Planning and internal comments. Please use the updated version of each document: *https://ww2.health.wa.gov.au/Articles.S_T/Site-and-soil-evaluation-for-onsite-wastewater-management* *Any on-site waste water treatment process is to be in accordance with DOH publications which may be referenced and downloaded from:* *http://ww2.health.wa.gov.au/Articles/N_R/Recycles-water* *https://www2.health.wa.gov.au/Articles/S_T/Site-and-soil-evaluation-for-onsite-wastewater-management* *For on-site wastewater disposal systems to be approved, a winter 'site-and-soil evaluation' (SSE) in accordance with Australian Standard 1547 (AS/NZS 1547) is required. The Site and soil evaluation for onsite wastewater management webpage has been updated based on DWER, Planning and internal comments. Please use the updated version of each document:* *https://ww2.health.wa.gov.au/Articles.S_T/Site-and-soil-evaluation-for-onsite-wastewater-management*	
5.	DBCA	The submitter provides the following general comment: ***Guilderton to Kalbarri sub-regional strategy*** *The Guilderton to Kalbarri sub-regional strategy is an overarching planning document that guides the future planning and development of the coastal lands within the Mid West local government areas. It is acknowledged that the strategy identifies limesand as a valuable resource for the broader region's agricultural industry, however it is noted that the subject lot falls outside of the 'Significant Geological Supplies' (SGS) identified by the Department of Mines, Industry Regulation and Safety (DMIRS).* *It is recommended that the Shire of Gingin liaise with DMIRS to determine whether the extraction of the limesand resource on the subject lot would meet the objectives of the Guilderton to Kalbarri sub-regional strategy in relation to ensuring basic raw material extraction is compatible with the nature resource, food production, environmental and landscape values of the land.*	<u>Significance of the Limesand Resource</u> Refer to submission 2 above (DMIRS). DMIRS has considered the proposal and has no objections. Further, refer to submission 3 (DPIRD). DPIRD does not object to the proposal and recognises some of the largest and highest quality lime sand resources within the south west of the State are located within the Shire and notes the importance of lime products for sustainable agricultural activities to continue in the Shire and across the entire agricultural area of the state.

		Flora and vegetation values *Flora and vegetation surveys were conducted over the application area by Ecoscape (2007) and Plantecology (2021) to determine the condition, composition and presence of threatened plant and vegetation communities.* *The reports identified that no areas mapped as Threatened Ecological Communities (TECs) are planned for clearing, however, the proposal will likely impact the following inferred Priority Ecological Communities:* • *Priority ecological community (Priority 3) SCP 29a – Coastal shrublands on shallow sands* • *Priority ecological community (Priority 3) FCT 29b 'Acacia shrublands on taller dunes'* *FCT29a is known from 24 point locations between Seabird and Preston Beach (~230 km) and boundaries have generally not been mapped so the total area covered by the PEC is not known. FCT29b is known from 42 point locations between Seabird and Lake Clifton (~170 km) and boundaries also have generally not been mapped.* *Ecological communities identified as threatened, but not listed as TECs, can be classified as Priority Ecological Communities (PEC). These communities are under threat, but there is insufficient information available concerning their distribution to make a proper evaluation of their conservation status.* *Priority flora species, Stylidium maritimum (P3) and Conostylis pauciflora ssp. Euryrhipis (P3) were also located on the site by Ecoscape (2007) and Plantecology (2021) and will likely be impacted by the proposed limesand extraction activities.* ***Clearing of native vegetation*** *The limesand mine will require the clearing of native vegetation. The clearing of native vegetation in Western Australia is prohibited, unless the clearing is authorised by a clearing permit obtained from the Department of Water and Environment Regulation (DWER) or is of a kind that is exempt in accordance with Schedule 6 of the Environmental Protection Act 1986 or Environmental Protection (Clearing of Native Vegetation) Regulations 2004.*	<u>Flora and vegetation values</u> See comments in relation to clearing of native vegetation below. <u>Clearing of native vegetation</u> Refer to response 3 above in relation to anticipated conditions of Development Approval requiring the preparation and implementation of Dust Management and Rehabilitation Plans (which would be included as part of an overall site management plan).

		It is noted that numerous clearing permit applications have been granted within adjacent mining tenement areas for the extraction of limesand. The approval of these clearing applications was conditional on the proponents implementing a number of conditions in relation to weed and dieback management, minimisation of clearing footprint to mitigate erosion and the progressive rehabilitation of the site. *In the event that the native vegetation clearing is approved to facilitate a limesand quarry, it is the department's expectation that the current proposal would be subject to similar conditions in relation to erosion, weed management and rehabilitation. It is recommended that the Shire of Gingin liase with DWER to ensure a consistent approach in relation to the assessment of the clearing impacts and approval conditions associated with the development application and clearing permit.*	A clearing permit application has been submitted by the proponent to DWER for assessment.
6.	DWER	The submitter provides the following general comment: *The Department has identified that the proposal has the potential for impact on environment values and management. While the Department does not object to the proposal, key issues and recommendations are provided below and these matters should be addressed:* *Under section 51C of the Environmental Protection Act 1986 (EP Act), clearing of native vegetation is an offence unless undertaken under the authority of a clearing permit, or the clearing is subject to an exemption. Exemptions for clearing that are a requirement of written law, or authorised under certain statutory processes, are contained in Schedule 6 of the EP Act. Exemptions for low impact routine land management practices outside of environmentally sensitive areas (ESAs) are contained in the Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (the Clearing Regulations).* *Based on the information provided, no exemption applies to the proposed clearing and a clearing permit is required. The Department has not received a clearing permit application relating to this proposal.*	Noted. Refer to response 5 above. Since the Development Application was referred to DWER, a clearing permit application has been submitted and is currently being assessed.

7.	Planning Agency on behalf of Ratepayer	*The submitter does not support the proposal and provides the following general comment:* *"We have outlined the submission in respect of our concerns regarding public consultation, environmental impact, and traffic management. Accordingly, in our view the application should not be progressed further until it is accompanied with suitable information and specialist studies, and sufficient public consultation to ensure residents and owners are properly informed.* ***Background*** *The Estate is responsible for the land to the north-east of the subject land, on the opposite side of Old Ledge Point Road. This includes Lot 1 on Diagram 24526 (zoned 'Conservation' and 'Future Development' on the Scheme Map), and Lot 9001 on Plan 73642. The Lancelin South structure plan applies to these landholdings. The late Joseph Matthews was heavily invested into the future for Lancelin, as evident through the preparation of:* *1. Lancelin South Structure Plan (LSSP) which was adopted by the Shire of Gingin on 2 October 2007 and the Western Australian Planning Commission (WAPC) in August 2009. The LSSP formed the basis for demonstrating the land availability for 4,000 dwellings, schools, commercial centres, conservation, open space, and key linkages.* *2. The LSSP extent is reflected in the Shire of Gingin's Local Planning Strategy, adopted 2012. It identified Lancelin South Stage 1 as 'Urban Development' and the balance as 'Future Urban'.* *3. Lancelin South Stage 1 Outline Development Plan, which has been rezoned under the Shire's previous Town Planning Scheme No. 8 and the current Local Planning Scheme No. 9 for urban development. The Lancelin South Stage 1 structure plan was endorsed by the WAPC on 28 June 2011, providing for some 1,000 dwellings. 51 lots have been created, which comprise some dwellings that have been measured to be 1.7 km north of the proposed extractive industry.* *4. The Lancelin South Stage 1 Outline Development Plan provided for a light-industry / mixed business / composite industry precinct on the north side of Lancelin Road.*	<u>Background</u> The comments provided under the heading 'Background' are accepted as statements of fact.

		5. The Lancelin South Stage 2 Structure Plan was prepared for part of Lot 9001 Lancelin Road, Lancelin and was granted approval by the Western Australian Planning Commission on 11 January 2018. It covers 88 hectares of land with an estimated dwelling yield of 315 lots. The structure plan area took its road access primarily from Lancelin Road. *6. Lancelin South Pty Ltd is the licensed water service provider (WL47) for the Lancelin South estate and provides potable water services, non-potable water services, and sewerage services. This submission reflects the vision of Joseph Matthews, which is supported by the Executor.* ***Proposed Extractive Industry and advertising process*** *We acknowledge that the proposed use as an 'industry – extractive' is an 'A' discretionary use whereby the local government is to advertise the proposal prior to making a determination. We note that we received advice via mail and the plans and details were published on the Shire's website.* *In the interests of orderly and proper planning, we consider that such a land use requires close examination and consideration including adequate consultation with potentially affected landowners. We would respectfully request confirmation that all residents within Lancelin South stage 1 (approximately 51 lots) were also provided notices of the public advertising period. Given the proposal will result in a reported 70 truck movements per day utilising roads that residents will need to use on a daily basis, we consider it is appropriate that those residents be given appropriate time and information to provide comments on this proposal.* ***Environmental and coastal considerations*** *We note that section 2.4 of the DA Report states that "The Plantecology (2021) survey found that the condition of the vegetation had improved in parts. Much of the Acacia rostellifera Tall Shrubland, previously mapped as Degraded, is now in Good or Very Good condition, and some of the previously quarried areas have regenerated enough to new [sic] be mapped as Good condition. A small blowout has developed at the northern end of the site and is in Completely Degraded condition".* *In our view, this description does not fully describe the Plantecology survey. The Plantecology vegetation condition survey is shown as*	<u>Advertising process</u> The consultation period was extended by the Shire of Gingin, which the Applicant did not object to. <u>Environmental and coastal considerations</u> Refer to responses to submission 5 above in relation to clearing of native vegetation and site rehabilitation.

		Figure 4 in the Bayley Environmental Services report, and the legend on that plan depicts a significant proportion of the site in 'Excellent' condition as Melaleuca lanceolata low closed forest, Melaleuca systena low shrubland and Spyridium globulosum closed shrubland. The survey figure is copied as Figure 1 in this submission. *The DA report notes that the condition of the Acacia rostellifera vegetation had improved in parts, including land that had been 'degraded' but is now in 'good' or 'very good' condition.* *The DA report nor the Bayley Environmental Services report do not clearly confirm whether the clearing will have a significant long-term impact on the identified priority species. The reports note two priority species: Stylidium maritimum (P3) in eight recorded locations and Conostylis pauciflora subsp euryrhipis being common on-site. According to Florabase (DBCA), Conostylis pauciflora subsp euryrhipis is a Priority 4 species, located within the local government areas of Dandaragan, Gingin, and Wanneroo. We respectfully request that the reports be reviewed to more clearly discuss the impact this proposal would have on these Priority Species. It is not overly clear whether this would have a significant or irreversible long-term impact on the species.* *There are extractive industries approved and operating in areas that are degraded, i.e. the Optima sand blowout and the dunes north-east of Lancelin. In our view, clearing of native vegetation that appears to be increasing in its ecological value and contains Priority Species is not considered to be a positive environmental outcome.*	

		 *Figure 1 Plantecology Vegetation Figure. The legend identifies vegetation condition on-site as 'excellent', 'very good', 'good', and 'completely degraded'.* *Coastal vegetation is inherently important to the structural integrity of the coastal landform, and is an important habitat that is under threat. It is noted that the site's boundary is approximately 240-250 metres from the coastline. As detailed in section 3.8 of the DA report, the Shire's CHRMAP did not map this location but provides a general allowance for erosion from 21m to 202m from the current shoreline. Noting the extraction industry is in excess of 200m of the shore line and is a temporary use, its rehabilitation for native vegetation (as mentioned in section 5.2 of the DA report) will be important as this location may likely result in being a future component of the coastal foreshore (objective 3 of SPP 2.6), as a result of coastal erosion.* ***Emissions from dust and noise*** *As noted in the DA report, dust and noise can occur given the removal of vegetation, removal of sand, the screening, storage and loading of material, and its transport off-site along a limestone road. In our view, the DA report is not specific as to whether:*	<u>Emissions from dust and noise</u> As referenced in the response to submission 3, the proponent has submitted an Application for a Works Approval, which considers dust and noise amongst other matters. Further comments follow:

		• dust suppression is required along Old Ledge Point Road, or whether contingency measures are in place for dust suppression along the road; or *• noise emissions will not exceed limits at noise-sensitive premises, having regard to prevailing winds and the orientation of the extractive industry in context to dwellings in Lancelin South.* *The DA report states that a mobile screening plant will be used on-site. The mobile screening plant has the potential to process 500 tonnes per hour, with an estimated processing of 3,000 tonnes per day (as referred to in section 4.2 'Method of Excavation' of the DA). This processing amount, at full capacity, would take a minimum of 6 hours per day. This equates to 100% of the operational hours on a Saturday, or 50% of a weekday operational period. The other section 4.2 'Scale and Duration of Operations' of the DA report mentions that processing is largely in January-April, and section 4.4 of the DA Report states that processing will be focussed on Monday-Wednesday with reduced activity for the remainder of the week. By reading these three report sections together, it is up to the reader to interpret how long the screening plant could be operating.* *By interpreting the time it could take to screen 10,000-12,000 tonnes (that is to be produced per week in summer), the screening plant may need to operate for 20-24 hours per week (assuming it is operating at 500 tonnes per hour, and that 100% of all material is processed through the mobile screening plant). In our view, this amount of time is significant, and given prevailing winds in the area, we respectfully request that the assertion that "noise nuisance is not expected to be an issue" be analysed and confirmed in an acoustic report prepared by an appropriately qualified acoustic consultant.* *The DA report notes that pocket road trains with loads up to 62 tonnes would be operating along Old Ledge Point Road, with the report noting approximately 970 metres is limestone roadbase. The report states that there could be an average 70 truck movements per day. We also note that if smaller trucks are used instead, this would also infer additional truck movements.* *The coast experiences easterly winds in the morning which swing onshore in the late morning to afternoon. In the summer months and given those prevailing winds, we consider it is important that the proposal has regard to onshore winds and to avoid operations during those times where winds can potentially result in dust and/or*	In relation to dust suppression along Old Ledge Point Road: - All are loads covered prior to leaving the pit. - Old Ledge Point Road is sealed for a length of approximately 720m to the south of the closest residential lot to the proposed extractive industry site. As such, there will be no dust generated by trucks moving over the road surface that would impact on residents. Accordingly, there is no need for additional dust suppression measures along the road. With regard to noise emissions: - The nearest dwelling is located some 1700m from the extractive industry site. EPA Guidance 3 provides for a separation distance of 300m - 500m between sensitive premises and sand extraction operations to mitigate impacts from noise (and dust). Noise emissions would not be expected to exceed limits prescribed under the Environmental Protection (Noise) Regulations 1997, given the separation distance between the nearest dwelling and the extractive industry site is greater than three (3) times the distance recommended by EPA Guidance 3. Accordingly, an acoustic report would not be warranted. Under EPA Guidance 3, site specific technical studies (such as an acoustic report) would only be necessary where the default

		noise emissions that could affect dwellings in Lancelin South, including dust from passing trucks. *In turn, residents in Lancelin South should be provided with the contact details for the operation, to ensure that any particular dust or noise emissions can be suitably addressed should they become an issue.* *We consider the applicant is responsible to confirm these details.* ***Potential for longer duration of extraction*** *The DA report states that the available resource on-site is likely to be removed over five years / five seasons. Whilst it is assumed, it is not specified that these would be five consecutive years / five consecutive seasons. The proposal argues that the impacts of the extractive industry are low, having regard to the five year duration. However, if production is lower, or extraction is postponed due to external factors or business decisions, the duration and therefore impacts would be experienced over a longer period.*	separation distances are not achieved. - The length of time the screening plant may operate for in any particular day, or week, is not relevant, provided that the screening plant only operates within the hours specified in the development application, which would be restricted by a condition of development approval. - It would be normal for contact details of the operator to be provided in the event of any issues impacting on residents as part of a dust management plan and noise management plan (which would form part of an overall site management plan). These plans would be prepared when contractual arrangements with a preferred operator are finalised. - Noise from trucks travelling along the road (noise relating to motor vehicles) is exempt under Regulation 3 (1) from the *Environmental Protection (Noise) Regulations 1997.* Refer to further details below in relation to traffic and truck movements. <u>Duration of Excavation</u> Based on the calculated volume of limesand available, the proposed operator's experience and anticipated demand for this high quality resource, it is expected the limesand extraction operation would be completed in 5 years (from the date of commencement). Should the Shire deem it necessary, a condition of development

		We consider that a five year maximum timeframe for the extractive industry can provide certainty to the local government, proponent and broader community that these impacts would be managed and mitigated, with a clear completion date as per the quoted time period.	approval could limit the duration of approval to 5 years (from the date of commencement).
		Significant regional supplies vs. this proposal *We have had regard to the mapping of Significant Geological Supplies available from the Department of Mines, Industrial Regulation and Safety. In this regard, we note that the site is not identified as a significant geological supply for limesand. We consider the extraction of Significant Geological Supplies is reasonable, and should continue. Given there are available supplies, we query the cumulative impact of this proposal in addition to those operations. In particular, the increased extraction is not considered reasonable in the context of the number of truck movements that will go past residents in Lancelin South.*	<u>Significance of Limesand Resource</u> Refer to response to submission 5 which notes both DMIRS and DPIRD do not object to the proposal. *Significant Geological Supplies* mapping such a that produced by DMIRS is typically broad brush and does not capture all available supplies, nor the quality of a particular supply to the extent that site specific testing does. The proponent has tested the quality of the lime sand resource on the subject site and as noted in the Environmental Assessment the resource is of very high quality. In any case, if a particular site is not included in the *Significant Geological Supplies* mapping, this does not preclude it from being approved, on its merits as an extractive industry site. Comments are provided below in relation to the 'cumulative impact argument'.
		Traffic and truck volumes *As part of the planning of Lancelin South, the structure planning has been justified and supported by traffic impact assessments. As part of the Lancelin South Stage Two structure plan, a Traffic Assessment was prepared and accepted by the Shire in 2017. That report mentioned that there were approximately 320 heavy vehicle movements per day on Old Ledge Point Road.* *This proposal states that it will add 70 truck movements per day or 360 per week (as per section 4.5 'Site Access and Traffic*	<u>Traffic and Truck Volumes</u> The figure of 320 heavy vehicle movements per day referenced in the submission seems far in excess of the traffic counts taken by the Shire along Old Ledge Point Road between February - April 2017. Traffic counts were also taken along Old Ledge Point Road between February – April 2019 and at the intersection of Lancelin Road and

		Generation' of the DA report). The DA report does not make it clear whether this is a maximum or an average number of truck movements. In reviewing this Development Application, it is not clear a traffic assessment has been undertaken. It is difficult to quantify what percentage increase of traffic movements on Old Ledge Point Road will be made, what percentage of total traffic will be made by heavy vehicles; what the cumulative impact this may have on the level of service at existing road intersections including Old Ledge Point Road – Lancelin Road; nor any potential road safety concerns. *We are concerned that this is a significant increase of truck movements on Old Ledge Point Road and this does have a negative impact. The DA notes trucks pass residential areas (i.e. Lancelin South) but discounts this by acknowledging trucks already drive along this route. We contend that it is the cumulative impact that is a key question, both in terms of truck volumes passing residents but also the maintenance impact on the road pavement(s), which in our view the DA does not clearly answer. We form the view that DA does not clearly recognise or quantify the impact, and that this proposal be subject to a traffic impact assessment.* *A traffic impact assessment should address potential impacts on local vehicle movements associated with Lancelin South; Lancelin Road and Old Ledge Point Road, levels of service at the Old Ledge Point Road – Lancelin Road intersection, and any identified safety issues. The traffic impact assessment may identify changes/upgrades to the road network and/or intersections to cater for the additional traffic movements. In turn, we would request confirmation from the local government that this has been sufficiently addressed.*	Old ledge Point Road in March 2021. Key observations follow: - Class 11 vehicles (Double Road Trains) are the predominant heavy vehicle class recorded along Old Ledge Point Road – no other heavy vehicle movement numbers are significant and Class 1 vehicles have been excluded as generally unrelated to the extractive industry operations. - Heavy vehicle movements from the 2017 and 2019 counts are likely to have reflected traffic generated by both the Optima pit (Lancelin Quarry) and also the Rules Limesand pit. Whilst the Optima pit remains operational, the Rules Lime sand pit has since ceased operating (it is understood this pit ceased operating prior to the 2020 season). **<u>2017 Traffic Count</u>** - During the 2017 traffic count, a total of 4266 Class 11 vehicle movements were recorded in a 10 week period (an average of 426 /week or an average of 85/ weekday*). The highest number of Class 11 vehicle movements on any day during this period was 144. **Heavy vehicle movements primarily occur on weekdays (week end movements were 5 or less per day, however week end movements have been included in the week day figure to reflect overall heavy vehicle movements).*

			<u>2019 Traffic Count</u> - During the 2019 traffic count, a total of 1090 Class 11 vehicle movements were recorded in an equivalent 10 week period (average 109 /week or 22 per weekday*) *(*week day and weekend movements were not separately recorded – all movements on weekdays are assumed*). **<u>2021 Traffic Count</u>** - During the 2021 traffic count (undertaken over a period of 3 weeks) a total of 155 Class 11 vehicle movements were recorded (average 52/week or 10 per weekday*) - The Development Application for Lot 510 refers to **<u>up to</u>** 360 two-way truck movements (loaded and unloaded) being generated per week during periods of peak activity. This is clearly a maximum number of heavy vehicle movements, based on an estimated maximum throughput of 100,000 tonnes per annum with an operating period over 4 - 5 months (although the pit is expected to commence production of 75,000 tonne in the first operating season). The nature of sand extraction operations are such that activity increases to satisfy specific contracts/demand for materials and also decreases according to variations in demand. This pattern of activity is evident from the traffic counts taken by the Shire. It is not expected that this number of truck movements would occur as a weekly average.

			- The submitters reference to a 'cumulative impact' which is framed as their key concern, is based on the assumption that in 2017, there were approximately 320 heavy vehicle movements per day along Old Ledge Point Road and that this proposal would compound this impact by introducing another 70 heavy vehicle movements per day. - This is not the case. Even taking into account the highest recorded number of heavy vehicles in a day during the 2017 operating season (144) and the highest number of vehicles anticipated in a day from the proposal, the total figure is 214 heavy vehicles in a single day (without even considering vehicles that may have been generated by the Rules Limesand pit that will no longer contribute to this figure). - Based on the available traffic count data and reasons provided above, it is not considered necessary or appropriate to require a transport impact assessment to be provided in support of this proposal.
		Conclusion *We consider that the extractive industry is likely to have impacts on existing and future residents in Lancelin South. Whilst we support local extractive industries and recognise their importance to agriculture and industry, we contend that some questions, in respect of detail, need to be properly examined and addressed.* *We respectfully request regular updates on this matter as the development application progresses. In particular, we would request the opportunity to review additional information to address our concerns raised in this submission.*	<u>Conclusion</u> For the reasons provided above, the proposed extractive industry will not have significant impacts on existing and future residents in Lancelin South, particularly due to: - the separation distance between the proposed site and existing residents;

		As the representative to the major landowner and residential estate developer in proximity to the proposal, we would welcome the opportunity to discuss further with the City's officers and to be able to attend any Council meetings.	- the opportunity for appropriate management conditions to be applied both as part of any development approval, EIL, DWER approvals; and - scope for the operation to be time limited via a condition of development approval.
8.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: "*We have major issues with the following proposal as stated.* • *The amount of trucks already using Lancelin Road and Old Ledge Point Road* • *Trucks are already arriving and leaving outside designated times. Some as late as 11pm and as early as 5am (who controls and monitors this, certainly not the companies and it should not have to be the responsibility of the residents of Lancelin South)* • *Exhaust breaking from poor truck driving even through signs are displayed saying it's a residential area* • *Our quality of a safe lifestyle is already suffering from sand trucks. The estate is surrounded by sand truck activity from Lancelin Road and Old Ledge Point Road. Our recreational lifestyle will be impacted with this mine and more trucks as it already is with not being able to walk or ride a bike on any of the roads because it is simply not safe. Old Ledge Point Road is also used for tourists and locals to visit Fence Reef which is a popular tourist attraction for tourists and locals* • *We already have problems with our ecosystems surrounding Lancelin area e.g. beach erosion, flora and fauna, climate change etc. but we continue to push with localised sand mines in our residential areas when there are ample mines operating* *Our estate is becoming a beautiful addition to Lancelin with young families wishing for safe environment for their children…how much of Lancelin do we have to give up for sand mines who contribute nothing to our shire and surrounds. Leave something for our tourists, at least they pay. Enough is enough."*	Noted. Responses to the issues raised follow: - Old Ledge Point Road and has been used by trucks involved in extractive industry operations over many years, with the Lancelin Quarry having first commenced operating in 1971.Lancelin Road is a designated Aglime Route and accordingly, truck movements associated with sand extraction activity could be anticipated. This proposal will not significantly increase the number of heavy vehicle movements that have occurred in the past and currently occur due to the Optima Pit (Lancelin Quarry). - The proposed sand extraction operation will occur between the hours of 6am - 6pm Monday to Friday and 6am - 12pm Saturday. Occasionally, the pit may operate until 6pm on Saturdays. No sand extraction will occur on Sundays or on public holidays. Compliance matters associated with the operating hours of the Optima pit are not relevant to this proposal.

			- Refer to response to submission 7 above in relation to traffic noise. Noise from vehicles travelling along Old Ledge Point Road are exempt from the *Environmental Protection (Noise) Regulations, 1997.* - Refer to comments in relation to the ongoing use of Old ledge Point Road for limesand haulage above. - Refer to responses to submission 5 above in relation to environmental and coastal considerations. - Refer comments contained in submission 3 above (DPIRD) in relation to benefits of limesand for sustainable agricultural production both within the Shire and the entire agricultural area of the state.
9.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: "*The danger of the extra trucks will be put on the Lancelin Road and Old Ledge Point Road, and also the noise of these trucks maybe some mornings staring as early as 5am and going some nights after 11pm. Residents of Lancelin South should not have to put up with this. This will amount to over 1,600 extra trucks over the 4.5 month period on top of already going in and out now to the existing limesand pit."*	Refer to responses to heavy vehicle movements above.
10.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: "*Impact on Lancelin South:* • *The proposal of a new pit offers no benefits for the residence at Lancelin South.* • *An additional pit will have a negative effect on further residential land development and housing in the area for the near future. There is a high risk that the market value of houses in the estate will decrease. Who wants to live next to a haul road?* • *Compensation – to reduce the negative impact, could revenue from the 2 mine sites on Ledge Point Road be used to build*	Noted. Responses to the issues raised follow: <u>Impact on Lancelin South</u> - Refer to responses to submission 8 above in relation to the historic use of Old Ledge Point Road associated with limesand extraction. - Refer to responses above in relation to concerns regarding adverse impacts on future residential development.

		facilities for the current residence and to make the Estate be more appealing? For example, install a bike trail or footpath to Lancelin townsite, a picnic table and BBQ, a playground with exercise equipment of a walking trail to the beach.	- The provision of community infrastructure and facilities is a matter to be considered as part of rezoning, structure planning and preparation of developer contribution plans to support residential subdivision.
		Traffic Management: • *Instead of using Lancelin Road, install a direct access road from Indian Ocean Road, between K.W road and Ledge Point Road to the mine site to reduce the interaction between light and heavy vehicles.* • *Due to the increase in traffic, could the 90-kilometre speed limit on Lancelin be reduced to 70/80 kilometres?* • *Old Ledge Point Road in extensively used by recreational users, to make it safer could a speed sign of 50 kilometres be erected at the start, as there is no current sign?* • *Whilst I have been waiting to come out of the estate from Hamelin Ave, I have regularly observed vehicles overtaking on the continuous lines (double line). Could an extra turning lane be installed for the trucks turning in and out of Old Ledge Point Road?*	<u>Traffic Management</u> - Requiring the proponent to utilise an entirely different route to Indian Ocean Drive across land that is under the control of third parties would be unreasonable and unacceptable. - Reviewing the speed limit along Lancelin Road is a separate matter that would need to be considered more broadly (if it has any merit) and not solely on the basis of the current proposal. - Appropriate signage along Old Ledge Point Road is a matter to be considered by the Shire of Gingin. - Again, the matter of road intersection upgrades is a separate matter that would need to be considered more broadly (if it has any merit) and not solely on the basis of the current proposal.
		Air Quality: • *Dust suppression – the dust generated on the access roads and routes driven by the trucks should be given thought to and was not mentioned in the proposal. The watercart should have to cover all the access roads as well as the pit floor. As we drive down the hill on Lancelin Road, the dust hanging in the air is*	<u>Air Quality</u> - Dust suppression has been considered and will be addressed in further detail as part of a dust management plan (which would form part of an overall site management plan).

		regularly seen. The sea breeze trapping, suspending, and recirculating the dust. On the bad days, my daughter's asthma plays up. • *There will be an increase in vehicle exhaust emissions from the 210 trucks passing daily.* • *Silica air pollution (risk of silicosis) is it present, if so, what is the percentage in the soil/air?* • *Has a risk assessment been carries out measuring the levels of Silica in the air, the level of exposure and the distance it can travel (the aerodynamic behaviour of the airborne particles)?* • *If monitoring has been carried out, has the exposure from the mine site and exposure from the sand coming off the trucks as they drive past been assessed?* *Traffic noise management / noise pollution:* • *Traffic noise pollution caused by the trucks has not been considered by the existing noise exposure our suburb already has to put up with, now the volume is going to increase with an additional 70 trucks going past throughout the day.* • *Annoyance and stress factor with all the 3 pits operating, there will be a semi-trailer truck driving past every 2-3 minutes, 12 hours a day.* • *Residential friendly truck operation times from 7am to 5pm and the trucks are only permitted to drive on the Lancelin Road during the permitted time. This past few month's semi-trailers have been passing between 4am in the morning to 10pm at night, whilst not operating Sunday and public holidays.* • *We suggest reducing the speed of the traffic to reduce the traffic noise levels.* *Monitoring:* • *We request regular monitoring of the dust levels, noise levels and traffic volume (traffic counter used during peak periods to provide more accurate data on traffic volume) to ensure that all the mine sites are being compliant, and a report sent to residence.* • *A dust management program should be included, detailing the format of reporting results and necessary corrective action taken.*	- Vehicle exhaust emissions is not a relevant planning consideration. - The DPIRD website advises limesand is entirely different from silica sand. Limesand is comprised mostly predominantly of calcium carbonate (with some magnesium carbonate). It is further noted the Department of Health submission makes no comment on health risks associated with airborne silica. <u>Traffic Noise/Noise Management</u> - Refer to response to submission 7 above in relation to traffic noise. Noise from vehicle travelling along Old Ledge Point Road is exempt from the *Environmental Protection (Noise) Regulations 1997.* - Refer to responses to submission 8 above in relation to the historic use of Old Ledge Point Road associated with limesand extraction. It is noted the Rules Limesand pit is no longer operational. - Refer to responses to submission 8 above in relation to proposed operating hours. <u>Monitoring</u> - Appropriate conditions may be applied to any development approval, EIL or DWER Licence in relation to management and operation of the limesand pit.

		• *A noise level assessment to be carried out to measure the total daily noise exposure prior to the new pit opening then afterwards.* • *Regular monitoring of the conservation area near the two pits, ensuring it is not affected by the dust and noise.* • *A risk assessment for all the hazards mentioned above and a complaints management system be set up to include a feedback loop to the community and provide information on corrective action.* *Questions:* • *The flora survey last year shows that the vegetation in the area has improved and the last fauna survey was carried out 14 years ago, will there be another fauna survey carried out before the area is cleared?* • *Will the site be monitored by an Aboriginal Yued Elder prior to clearing?* • *Are there current guidelines/conditions in place for the other mine sites operating in the area?* • *Are the current mine sites providing funding for upgrading the roads to meet the stress caused by the heavy haulage (Lancelin Sands trucks are hauling 42 tonne, this new mine will be hauling up to 62 tonne per pocket haul truck)?* • *When will mining commence, if approved?* *We moved to Lancelin for the country lifestyle and to get away from the noise of the traffic in Perth. We are hoping that our comments are taken into consideration by the local government and adjustment made to reduce the impact that these mine sites and the volume of traffic/noise will have on our lifestyle."*	<u>Response to Questions</u> - An additional fauna assessment is not proposed. - Refer to submission 1 above. - The Optima pit is subject to a licence issued by DWER. - The question of road upgrades is a matter for the Shire to address. - Depending on all relevant approvals being obtained, the limesand extraction operation is intended to commence operations around December 2021 or January 2022.
11.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: *"Two points of contention:* *1. The actual extraction – see additional comments below.* *2. The haulage – the fact that heavy vehicles already use Old Ledge Point Road is not a valid reason to allow a further 70 trips per day (peak times) by heavy vehicles from the proposed development to use the road especially 100m from a residential area. Further notes below.*	Noted. Responses to the issues raised follow:

		Reference is made to the visual impact extractive activities have on the landscape but these areas of coastline are more important than just the visual. (Item 3.2). Just because there is already another sand extractive site in operation at the moment does not make it okay to further destroy the coastline into the future. At some point a stand has to be made in regard to preservation, and ongoing protection of coastal systems should be a priority.	The Development Application considers the potential impacts on coastal processes resulting from the proposal. The Coastal Hazard Risk Management and Adaption Plan (CHRMAP) commissioned by the Shire identifies that the total coastal erosion allowances in proximity to the Lancelin and Ledge Point townsites predicted for 2110 range from 21m to 202m from the current shoreline. No sand extraction activity is proposed within 200m of the shoreline and in any case the temporary nature of the use (a timeframe of approximately 5 years) means it will be unaffected by future coastal erosion, nor will it in any way bring about coastal erosion impacts.
		There is meant to be development of a tourist node but comments made state that "whilst the use of adjoining land continues to be used for sand extraction, there would be no prospect of progressing a proposal for tourist related land use". The town is trying to attract tourists as that is what keeps it alive but how much longer will this extractive industry delay future tourist developments. There is only so much available to Lancelin and the availability of these areas along the coastline is why people visit Lancelin and this needs to be developed not given over to extractive industries.	This application is for a temporary land use. At the cessation of the use, alternative land uses (including tourism related uses) could be contemplated as provided for in the local planning framework. In the interim however, the land is able to be put to a legitimate and important rural use.
		Mention is made to the location (item 3.5), relatively low intensity and site management procedures not having an adverse impact on the environment or amenity of the area. What about the Lancelin South Estate? Does this not factor into the adverse impact? As stated in the document, the nearest current house is 1700m from the proposed extractive industry. This home as well as all the others in the sub division will be adversely impacted with noise and air pollution. This coastline is noted for windy conditions and with the extractive industry so close and south of the sub division the noise and disturbed sand will definitely affect all existing homes in the sub division let alone have an adverse affect on the future sale and development of the sub division. The document states that extraction will not occur on days of high wind speed (item 4.6) but who will monitor this?	Refer to response to submission 7 above in relation to noise and dust emissions. Appropriate conditions may be applied to any development approval, EIL or DWER Licence in relation to management and operation of the limesand pit which would include dust management.
		Mention is made that as the road is already being used by an existing business for transport then their additional trucks would not make a	Refer to response to submission 7 above in relation to traffic impacts.

		difference We disagree and when you have a look at how many of their trucks (in addition to the existing ones) are going to use the road we argue that the impact will greatly impact the Lancelin South Estate and the road. Item 3.9. *Output during summer peak time could be 10,000 – 12,000 tonnes per week. With the use of pocket road trains of 62 tonnes, this would mean significant use of Old Ledge Point Road from January to April as well as Lancelin Road (the one road in and out of Lancelin). During peak times this is approximately 70 return trips of these trucks per day. This is excessive for a road so close to a residential area and will have a huge impact to Lancelin South estate. How reliable are their figures when calculating the number of trucks per day and the amount of tonnage being extracted?* *For four months of the year operation will be at its peak, (12 hours a day, 5 ½ days a week) when strong sea breezes will be carrying constant noise from machines and sand towards the Lancelin South residential estate less than 2kms away. This is in addition to the extra 70 trucks a day using the nearby road and adding to the noise. January to April are when residents have their homes open to capture the summer breezes but would have to close them and use air conditioning instead to keep out the sand dust and noise. Noise and dust from the trucks on this road as well as from Lancelin Road will definitely be noticed at the estate. Not exactly environment friendly. Taking into account the environment when building a home in Lancelin South and making use of the summer breezes is all part of the Design Guidelines which has to be agreed to when buying land in the estate.* *The local law (item 3.12) states that the development is to operate in a manner that will have no adverse impact on the surrounding locality."*	Refer to response to submission 7 above in relation to noise and dust emissions.
12.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: *"Whilst the hours of the operation have been stipulated in this proposal, my experience of the current run of trucks on Old Ledge Point Rd tells me that these trucks run all hours of the day and at night. I have heard trucks heading along Old Ledge Point Rd as late as midnight/1am coming in as early as 5am in summer. I have seen trucks running all week and are usually entering the mine on a*	Noted. Responses to the issues raised follow: Compliance with the proposed hours of operation (including truck arrival and departure times) can be required as a condition of development approval.

		Sunday. The only time they do not seem to run is public holidays. Stating that there will be operational hours is misleading information as it is clearly not monitored. The operational hours do not include the times the trucks are arriving and leaving the mine site which, as mentioned, can be anywhere from 5am to midnight/1am the next day. This is not fair on the residents of Lancelin South.	
		The new mine will also see an increase in the number of trucks coming into Lancelin because if this mine is opened, there will be 4 sand mines in town – two of which are on Old Ledge Point Road – so the truck traffic will be horrendous with large volumes of trucks travelling into the town on the only access road into Lancelin and putting the safety of road users at risk. It is a fact that humans can become impatient beings and with a convoy of trucks heading up that hill out of Lancelin, there is the potential for impatient road users to overtake on the double white lines to get in front of the trucks. I have witnessed this manoeuvre travelling up this hill and it is a scary sight to see.	Refer to response to submission 8 above in relation the use of Old Ledge Point Road and Lancelin Road for transporting limesand.
		There are many recreational vehicles that use Old Ledge Point Rd to access beaches as well as travelling to Ledge Point on the track. Additionally, some residents of Lancelin South ride their bikes or walk along the road for recreation as there is no bike paths available to ride into town. It is only a matter of time before there is a bad accident. The road itself is narrow and even though it has been resurfaced, the wear and tear on the road will no doubt increase proportionately to the increased truck traffic.	With regard to provision of bike paths for use by residents of Lancelin South, this is a matter to be addressed by the developer of that Estate.
		The mine site is close to the coast so surely removal of the sand reduces the dunes in the area and thus leaving the coastal scrubland unprotected which in turn contributes to coastal erosion from wind. Refer to your own inundation study about coastal erosion! You want to make people aware that there is a chance the ocean will reclaim the land near the coast but you are willing to contribute to it by taking the sand away. How do you justify that?	Refer to responses to submission 5 above in relation to clearing of native vegetation and site rehabilitation. Also refer to the response to Submission 11 in relation to coastal erosion considerations.
		Why do we need to have so many trucks in a tourist town? With an increased volume of cars and tourists visiting the town, the last thing we need is more trucks in town taking away the sand that is so much a part of Lancelin. Keep the sand mining away from the town and Lancelin South housing estate and find somewhere less populated.	Refer to submission 3 above which outlines the importance of lime products to sustainable agricultural activities in the Shire and the entire agricultural area of the state.

		The last point is that I chose to live in Lancelin South because it is quiet and I was prepared to put up with a few trucks a couple of months a year but it is now getting out of hand. The trucks are noisy and some truck drivers do not consider the residents of our estate. We have had enough."	Refer to response to submission 7 above in relation to truck and traffic volumes.
13.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: *"The mine owner does not run from 6am to 6pm. Trucks come past at all hours of the night. 2am Sunday, they roll in any time in the early morning. The safety is a big thing to the people in South Lancelin as kids and adults walk and ride bikes up Old Ledge Point Road. Who is going to monitor the truck movements from 6am to 6pm? It's not working now. Noise, pollution, safety, greed. Save the sand hills from erosion. I don't want sea views."*	Noted. Responses to the issues raised follow: This is a separate application to the existing Optima pit. Compliance with the proposed hours of operation (including truck arrival and departure times) can be required as a condition of development approval.
14.	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: *"We strongly do not support this mine as:* • *We think there are enough trucks using the badly maintained road to the highway and to the pits, we have seen many close accidents* • *Our development is becoming a very family orientated estate with lots of young families and the trucks make it too dangerous* • *There is already bad noise and dust pollution as is* • *The trucks as is don't stick to the time frame, We listen to trucks coming and going at 3 and 4 in the morning and 10 and 11 at night* • *Weekends are not acceptable to be listening to trucks when it's our family time & with the extra traffic on weekends & badly maintained road you're just waiting for an accident to happen* *We strongly urge you to disagree with this proposal, it devalues our property & will drive buyers away from the area."*	Noted. Responses to the issues raised follow: Refer to response to submission 8 above in relation the use of Old Ledge Point Road and Lancelin Road for transporting limesand. Refer to response to submission 13 above in relation to proposed operating times and controls that may be imposed via conditions of development approval for this particular application.

13.4 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED ANCILLARY ACCOMMODATION ON LOT 103 (50) GINGIN ROAD, LANCELIN

File	BLD/7304
Applicant	Kim Scaddan
Location	Lot 103 (50) Gingin Road, Lancelin
Owner	Kim Scaddan
Zoning	Tourism
WAPC No	NA
Author	Matthew Tallon – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	NA
Appendices	1. Location Plan and Applicant's Proposal [**13.4.1** - 5 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for proposed Ancillary Accommodation at Lot 103 (50) Gingin Road, Lancelin.

BACKGROUND

The subject lot consists of a lot area of 1381m^2 zoned Tourism, and comprises a single house and outbuilding. The proposed Ancillary Dwelling is 9.5 metres in length and 6.3 metres in width (59.85m^2) and is fully self-contained with 2 bedrooms, open living and kitchen area and bathroom/laundry.

The Ancillary Accommodation (Dwelling) is proposed to be used in conjunction with the single house for residential purposes.

The application is being presented to Council for approval as the land use Ancillary Accommodation is an 'A' use in the Tourism zone. Administration does not have delegated authority to approve this use.

The location plan and applicant's proposal are provided as **Appendix 13.5.1.**

COMMENT

Stakeholder Consultation

As noted in the Background, the subject lot is zoned Tourism which affords the 'A' use class for Ancillary Accommodation in that zoning. As such, the application was advertised to adjoining landowners for a period of 14 days.

No comments were received during this period.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject lot is zoned Tourism under LPS 9, the objectives of which are to:

a) *promote and provide for tourism opportunities;*

b) *provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;*

c) *allow limited residential uses where appropriate;*

d) *encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities;*

e) *ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and*

f) *encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.*

The objectives of the zone clearly seek to encourage tourism development in areas subject to the highest amenity (i.e. along the coast). Understandably, the zoning is within an established residential locality and does not undermine the productivity or amenity of tourism development in proximity.

Setbacks

While the Tourism zone is afforded specific setbacks under Table 2 – Site Requirements in LPS 9, clause 4.8.7.9 notes the following:

Proposals for subdivision and development for Residential land uses in the Tourism zone will be determined in accordance with Residential R12.5 code unless combined with a Tourism proposal.

The proposal is consistent with the setback provisions listed under the R-Codes with respect to the R12.5 code.

Local Planning Policy 1.7 - Ancillary Accommodation

The Shire's policy position on Ancillary Accommodation affords increased plot ratios and clear parameters regarding their incidental nature and facilities.

The following general policy provisions are addressed with officer's comments below.

2.1 An ancillary accommodation shall be associated with a Single House, which either exits or will be developed concurrently on the property.

Officer comment:

The proposed Ancillary Accommodation is proposed on a lot containing a Single House and is therefore incidental thereto.

2.2 The development will not result in more than one ancillary accommodation being constructed on the property.

Officer comment:

The subject site does not contain an existing ancillary dwelling.

2.3 The plot ratio area of any ancillary accommodation shall not exceed 70m^2 except on lots greater than 4,000m^2 in area where the plot ratio area of any ancillary accommodation may be up to 100m^2.

Officer comment:

The Ancillary dwelling is 58m^2 in internal floor area.

2.4 An ancillary accommodation shall contain a bathroom, toilet, laundry and kitchen facility.

Officer comment:

The ancillary dwelling is fully self-contained with the abovementioned facilities.

The officer's assessment against the R-Codes is provided in the report below.

Clause 4.7.4 – Coastal Development' of LPS 9 is applicable in this instance and states:

"4.7.4.1 - All coastal development is to comply with the provisions of State Planning Policy 2.6 – Coastal Planning Policy'.

4.7.4.2 - In accordance with section 77 (1) (b) of the Planning and Development Act 2005, the provisions of State Planning Policy 2.6 – State Coastal Planning shall apply as if they were part of this scheme."

State Planning Policy No. 2.6 – State Coastal Planning Policy (SPP 2.6)

A key objective of SPP 2.6 is to ensure that development takes into account coastal processes and coastal hazards. This is implemented by the preparation of a Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) to provide a long-term view of the potential coastal processes (erosion and storm surge inundation) for affected areas and recommend measures to reduce risk.

The subject property constitutes infill development under section 5.6 of SPP 2.6, which recommends two measures which are outlined below:

'Clause 5.6 - Infill Development'

(i) New development should be located on the least vulnerable portion of the development site.

Officer Comment:

The proposed development is minor in scale and incidental to the existing predominant development (Single House). The development is located in the most suitable area with the remainder of the lot area being used for access and vehicle maneuvering.

(ii) Where development is likely to be subject to coastal hazards over the planning timeframe, coastal hazard risk management and adaptation planning measures (Section 5.5) should be implemented to reduce the risk from coastal hazards over the full planning time frame to an acceptable level.

Officer Comment:

Given the site is anticipated to experience coastal processes within the planning timeframe, 'accommodation measures' by way of modification to the building design to facilitate future relocation of the building are desirable and are outlined within the Shire's CHRMAP. It is noted that the development is clearly a permanent building which is not designed to be transportable or removable. Accordingly, upon coastal trigger points being reached, the development would need to be demolished rather than relocated.

Shire of Gingin's *Coastal Hazard Risk Management and Adaption Plan 2019*

Council adopted the CHRMAP at the Ordinary Meeting held on 16 April 2019. The CHRMAP identifies the site as being located within 'LA3 - Lancelin Township North', with a key outcome concluding:

- *Residential properties have a high vulnerability rating by 2030 and very high vulnerability rating by 2070;*

As such, a time period of 50 years is anticipated to lapse before coastal hazards affect the site. The long-term pathway identified within the CHRMAP for 'LA 3' is to avoid the risk, accommodate the risk until the risk is no longer viable, then move to a managed retreat.

The CHRMAP outlines various management responses and planning controls that may be applied to development on land identified as being affected by coastal processes in the planning timeframe. The controls that may be applied in this instance are outlined below with officer comments:

Avoid: Means prohibiting development from taking place in locations identified as being at potential risk from coastal hazards.

Officer comments:

The subject site is identified as being at risk from coastal hazards within the planning timeframe. Avoiding development is an option for Council to consider.

Accommodate: Accommodation options recognise that there is a hazard, but do not prohibit development. Instead, depending on the nature of the hazard and the timeframe within which it is expected to occur, development may be permitted within defined parameters.

This section of the CHRMAP goes on to state:

"A scenario could be to acknowledge that the land might be subject to erosion in the future, but that the planning horizon is sufficiently far off that temporary development could be acceptable until such time as the threat of erosion becomes imminent. In such a situation certain types of construction might be acceptable (e.g.: transportable or easily dismountable)."

Officer comments:

As previously outlined, the development is clearly a permanent building, which is not designed to be transportable or removable. Accordingly, upon coastal trigger points being reached, the development would need to be demolished rather than relocated.

It should be noted that the Shire does not have the local statutory planning framework (whether through scheme provisions or a local planning policy) in place to specifically restrict development in coastal hazard areas to a design that is transportable/removable in nature. However, this recommendation is clearly evident within the CHRMAP document.

Managed Retreat - *Existing development would be permitted to remain for as long as it remains unaffected by coastal hazards, but new development or expansion of existing development would not be permitted as intensification of development would mean more assets at risk. Approval of any development would be time limited, based on the forecast hazard timeframe.*

Officer comments:

The option of time limiting approval goes hand in hand with the 'accommodate' approach to ensure that, upon expiration of the approval, the development is of a design capable of relocation. As outlined above, this development is not relocatable and will therefore require the asset to be demolished once the coastal trigger point is reached.

The CHRMAP outlines two possible types of approval conditions that can be imposed on coastal development. These are to place a notification on the title of the land and to place a limit on the approval so that the approval will expire after a defined period and event. The CHRMAP states:

"Notifications on Title are intended to alert owners and potential purchasers of something that applies to the land but which may not be apparent from inspection of the land. The threat of future coastal hazards is a matter that would not be apparent on land unless it had already been eroded."

"Notification on the Certificate of Title will ensure that existing and any future landowners (Successors in Title) are made aware of the risk of possible impacts on the land from coastal processes. Owners and potential purchasers would then be able to make an informed decision about the level of risk they are prepared to take on. The notification would also inform them that some form of adaptation or management is likely to be required."

"A time limit can be applied to a development approval. For example, if a development is proposed on land that is forecast to be affected by coastal processes in 30 years, an approval might be limited to within that timeframe. An application for a new approval could be sought at the end of that period and it would be assessed based on the information on risk available at that time. The condition may also identify an 'event trigger' to further limit an approval in case the hazard occurs sooner than predicted."

Section H4.1, Appendix H of the CHRMAP outlines various recommendations such as the following:

"Any new development approved should have a time limit placed upon it, after which time the development should be removed by the landowner unless a subsequent new approval is applied for and granted for a further period. The length of the approval should be related to the forecast hazard lines"

"No development should be permitted on any vacant land between 2030 and 2110 hazard lines that is not:

a) Capable of accommodating short term inundation that may result from storm surges; and

b) Capable of being relocated if necessary"

Officer comments:

The officer is of the view that the proposed development is not designed to accommodate short term inundation, nor is it capable of being relocated if necessary. On this basis the proposed development does not satisfy the recommendations of the CHRMAP.

Notwithstanding the above, the challenge facing the Shire is to be pragmatic in applying discretion to proposed development within coastal areas and not regulate development in such a way that prematurely prevents development on otherwise suitable land from being used in the interim period. At the same time, the local government must not create a future legal or financial liability by permitting development that is likely to become vulnerable to damage from erosion or inundation.

On this basis, the officer is of the view that if the landowner is prepared to make an informed decision to not implement design measures to accommodate the coastal risk, then it may be supported in its current design subject to specific title notifications, event limited conditions and advice notes.

State Planning Policy 3.7 - Planning in Bushfire Prone Areas

The subject lot is indicated as being Bushfire Prone on the Department of Fire and Emergency Services (DFES) online mapping, and as such consideration is to be given to this policy. As the subject lot is greater than 1,100m2 in area, the proposal is not exempt from the requirement to provide a Bushfire Attack Level (BAL) Assessment.

The application included a BAL assessment which indicated a BAL-12.5 rating. This hazard can be suitably addressed by the provisions of the National Construction Code employed during the building permit stage.

Summary

In summary, the proposed Ancillary Accommodation is consistent with the development standards of the zone and the officer is satisfied that the recommended conditions suitably address the provisions of SPP 2.6 and subsequently the Shire's CHRMAP.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Gingin - Local Planning Scheme No. 9

State Planning Policy 2.6 – Coastal Planning

Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan

POLICY IMPLICATIONS

Local Planning Policy 1.7 - Ancillary Accommodation

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	*Infrastructure and Development*
Objective	*3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner*
Outcome	*3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes*
Key Service Area	*Building And Planning Permits*
Priorities	*N/A*

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council grant Development Approval for Ancillary Accommodation on lot 103 (50) Gingin Road, Lancelin subject to the following conditions:

1. All development shall be undertaken in accordance with the approved plans and specifications (including any modifications marked in red ink) unless conditioned otherwise in this approval;

2. This development approval is for Ancillary Accommodation only as illustrated on the approved plans;

3. The colours, design and materials of the ancillary accommodation shall complement those of the existing Single House where practicable;

4. All stormwater shall be collected on-site and disposed of in a manner acceptable to the Shire;

5. This development approval shall expire upon the earliest occurrence of any one of the following events:

    a. The most landward part of the Horizontal Shoreline Datum being within 11 metres of the most seaward part of the building;

    b. A public road no longer being available or able to provide legal access to the lot; or

    c. When water, sewerage or electricity to the lot is no longer available as they have been removed/decommissioned by the relevant authority due to coastal hazards.

6. Upon the expiration of the development approval in accordance with Condition 3, the owner shall at the owner's cost:

    a. Remove the development; and

    b. Rehabilitate the land to its pre-development condition to the specifications and satisfaction of the Shire of Gingin.

7. A notification, pursuant to Section 70A of the *Transfer of Land Act 1893*, is to be placed on the Certificate of Title of the proposed development lot advising of the existence of a hazard. The notification is to state as follows:

    "VULNERABLE COASTAL AREA – This lot is located in an area likely to be subject to coastal erosion and/or inundation over the next 100 years and is subject to conditions of development approval which require removal and/or rehabilitation of development to pre-development conditions if any one of the following events occurs:

a. *The most landward part of the Horizontal Shoreline Datum being within 11 metres of the most seaward part of the lot boundary;*

b. *A public road no longer being available or able to provide legal access to the property; or*

c. *When water, sewerage or electricity to the lot is no longer available as they have been removed/decommissioned by the relevant authority due to coastal hazards."*

Advice Notes

Note 1. If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2. Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 3. Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011 and Health Act 2016* which are to be approved by the Shire of Gingin.

Note 4. It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.

Note 5. It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property.

Note 6. It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.

SUBSTANTIVE MOTION WITH AMENDMENT

Amend Parts 5.a. and 7.a. by replacing the words "lot boundary" with "building".

MOVED: Councillor Morton SECONDED: Councillor Lobb

That Council grant Development Approval for Ancillary Accommodation on lot 103 (50) Gingin Road, Lancelin subject to the following conditions:

1. All development shall be undertaken in accordance with the approved plans and specifications (including any modifications marked in red ink) unless conditioned otherwise in this approval;

2. This development approval is for Ancillary Accommodation only as illustrated on the approved plans;

3. The colours, design and materials of the ancillary accommodation shall complement those of the existing Single House where practicable;

4. All stormwater shall be collected on-site and disposed of in a manner acceptable to the Shire;

5. This development approval shall expire upon the earliest occurrence of any one of the following events:

    a. The most landward part of the Horizontal Shoreline Datum being within 11 metres of the most seaward part of the building;

    b. A public road no longer being available or able to provide legal access to the lot; or

    c. When water, sewerage or electricity to the lot is no longer available as they have been removed/decommissioned by the relevant authority due to coastal hazards.

6. Upon the expiration of the development approval in accordance with Condition 3, the owner shall at the owner's cost:

    a. Remove the development; and

    b. Rehabilitate the land to its pre-development condition to the specifications and satisfaction of the Shire of Gingin.

7. A notification, pursuant to Section 70A of the *Transfer of Land Act 1893*, is to be placed on the Certificate of Title of the proposed development lot advising of the existence of a hazard. The notification is to state as follows:

   "VULNERABLE COASTAL AREA – This lot is located in an area likely to be subject to coastal erosion and/or inundation over the next 100 years and is subject to conditions of development approval which require removal and/or rehabilitation of development to pre-development conditions if any one of the following events occurs:

   a. *The most landward part of the Horizontal Shoreline Datum being within 11 metres of the most seaward part of the building;*

   b. *A public road no longer being available or able to provide legal access to the property; or*

   c. *When water, sewerage or electricity to the lot is no longer available as they have been removed/decommissioned by the relevant authority due to coastal hazards."*

Advice Notes

Note 1. If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2. Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 3. Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011 and Health Act 2016* which are to be approved by the Shire of Gingin.

Note 4. It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.

Note 5. It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property.

Note 6.	It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.

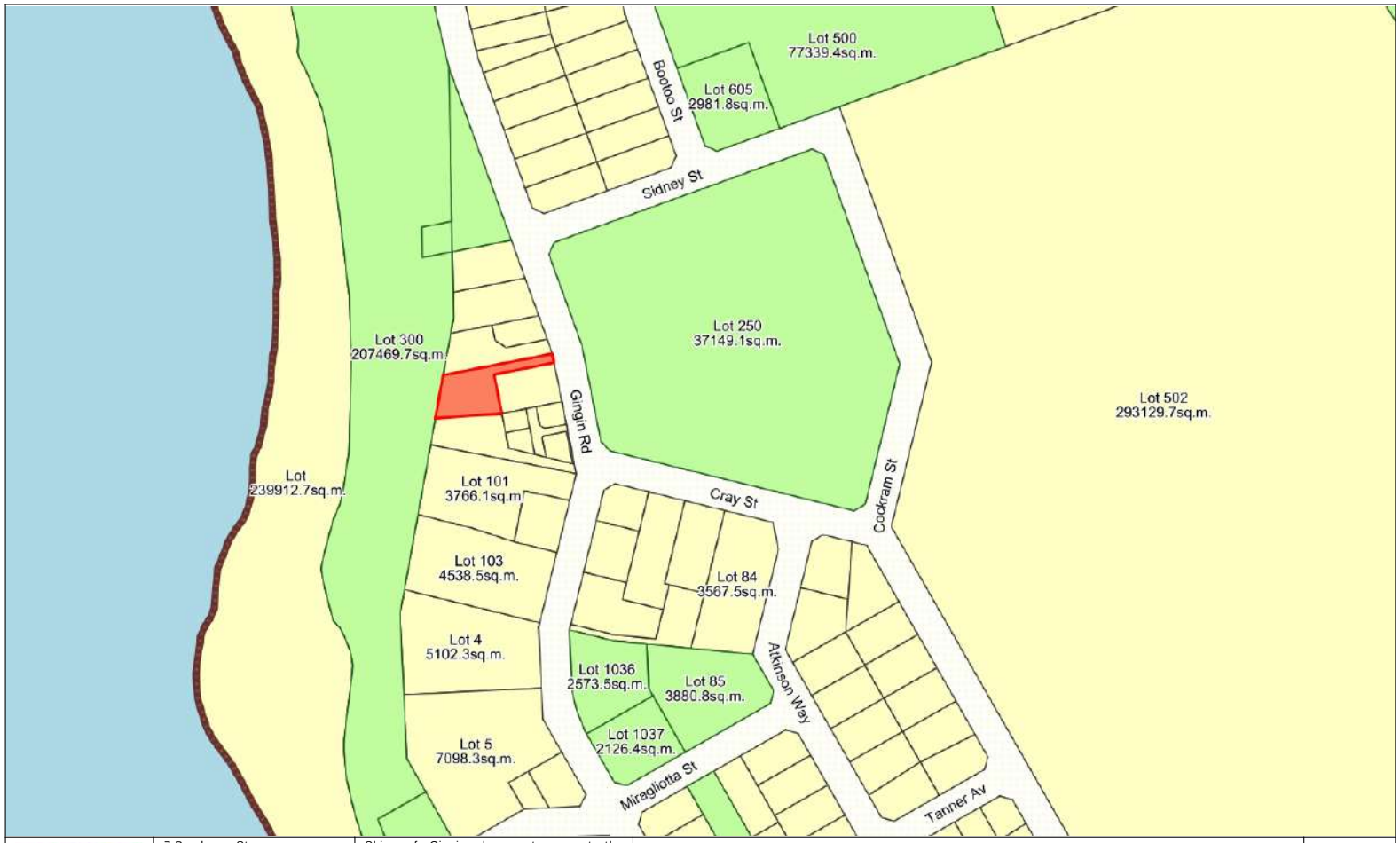
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FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

REASON FOR AMENDMENT

Imposing a distance from the lot boundary as a trigger for expiration of the development approval and/or rehabilitation of development may lead to these actions being required at a point where there is no actual hazard posed to development on the lot. Replacing reference to "lot boundary" with "building" will assist in ensuring that the trigger is not applied prematurely.



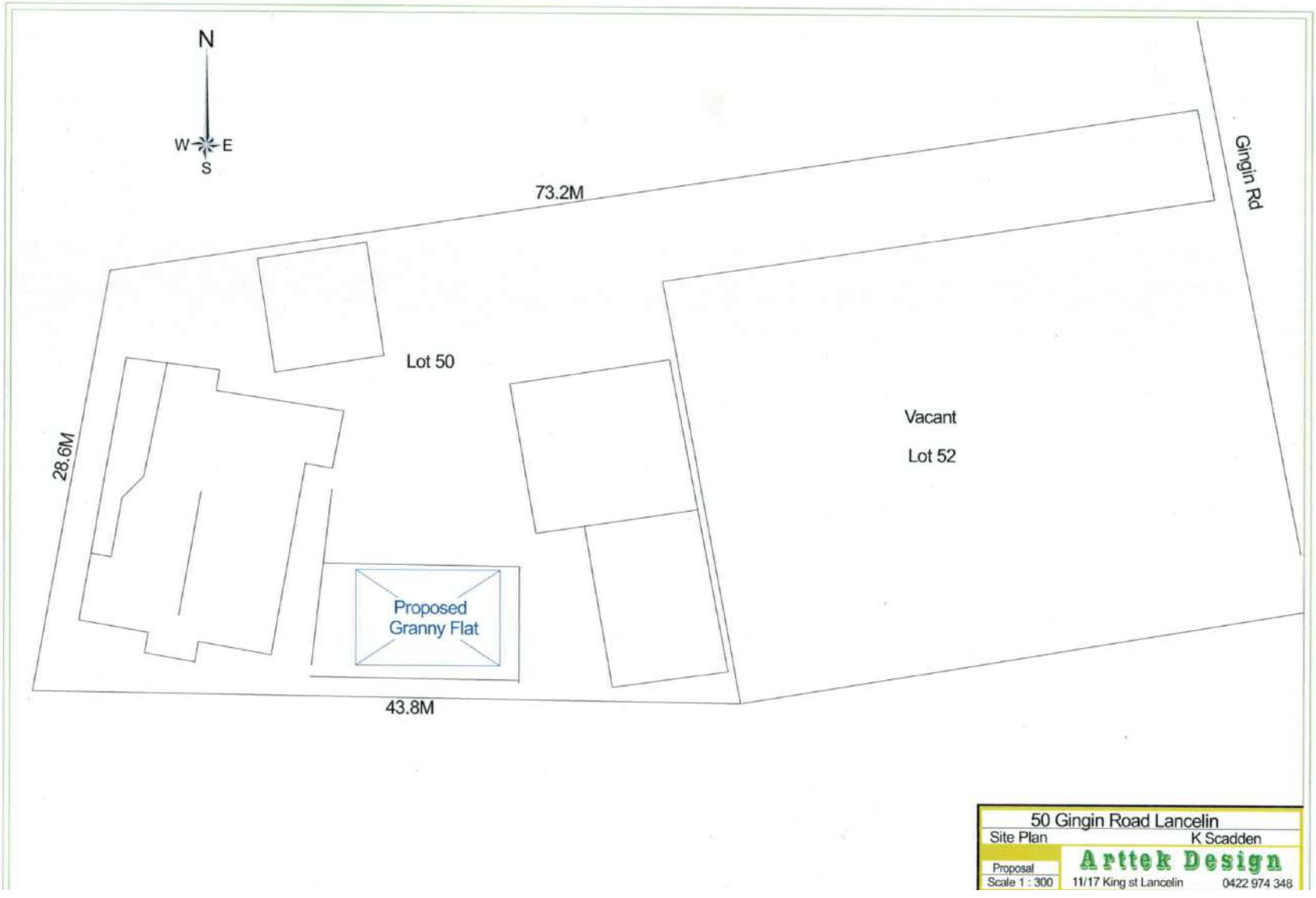
7 Brockman St
Gingin WA 6503
P: 08 9575 5100
255 Vins Way
Lancelin WA 6044
P: 08 9575 5155
E: mail@gingin.wa.gov.au

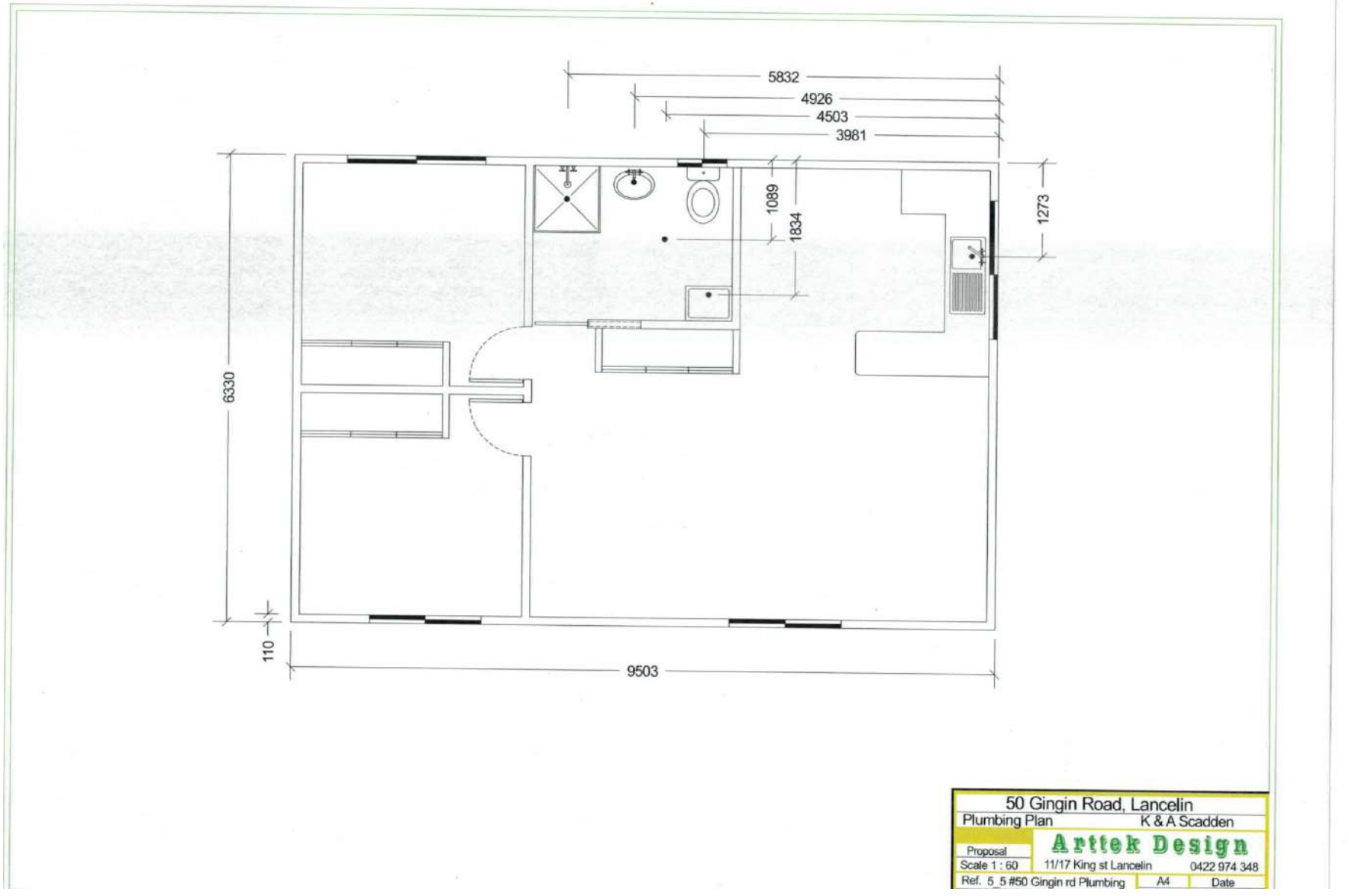
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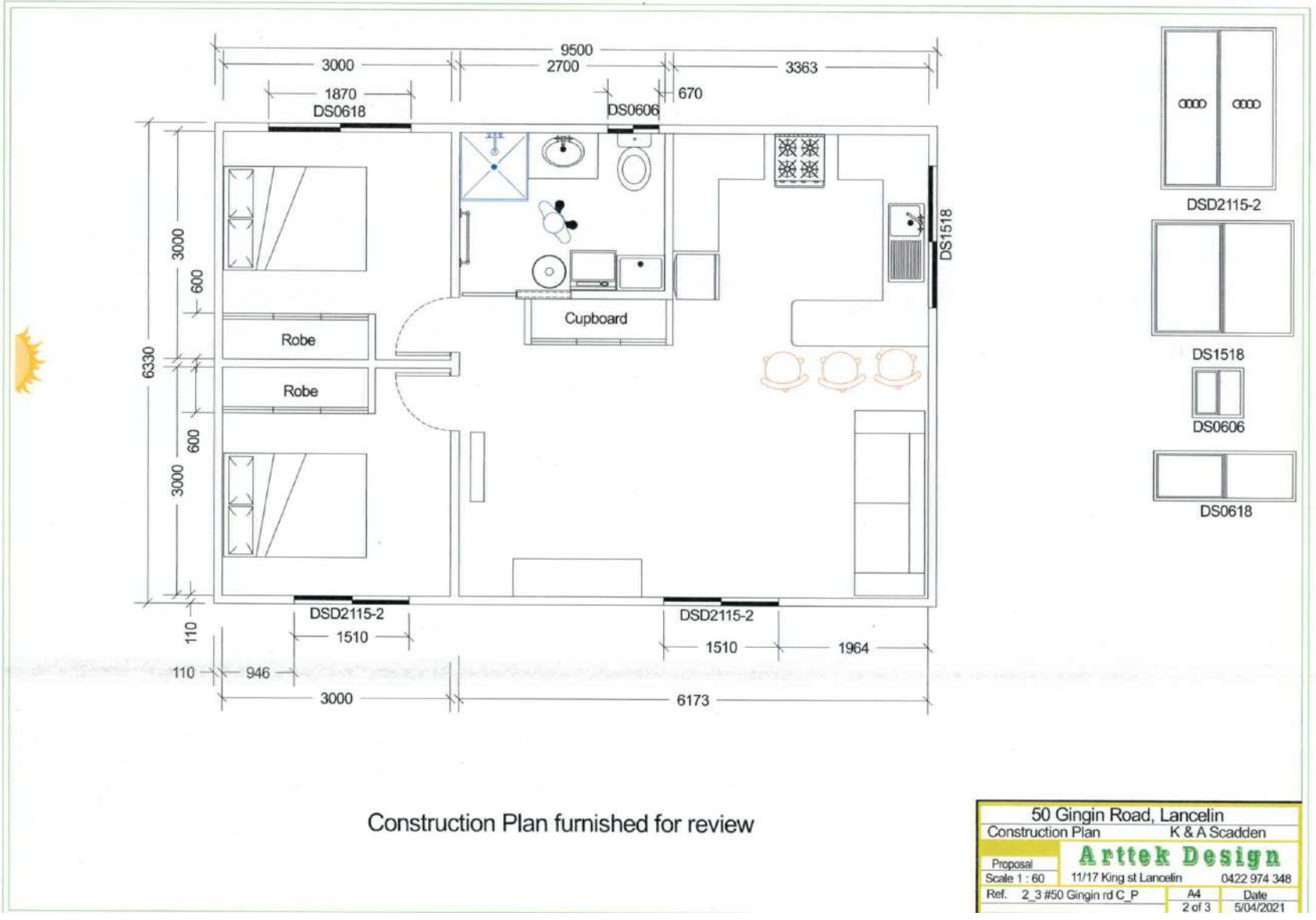
Location Plan
50 Gingin Road, Lancelin

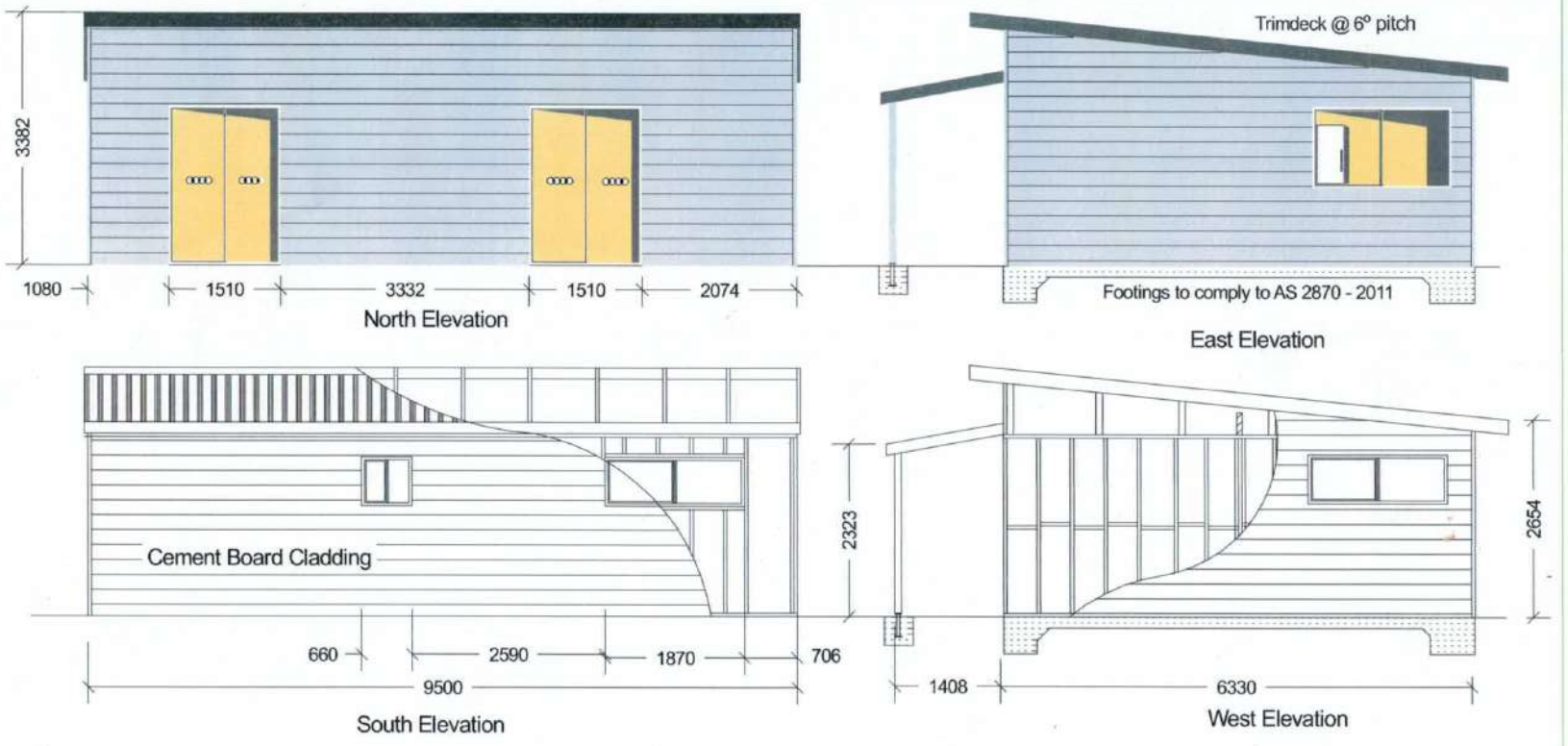
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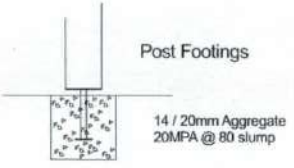
Date: 7/07/2021


N
W
E
S
73.2M
Gingin Rd
Lot 50
Vacant
Lot 52
28.6M
Proposed
Granny Flat
43.8M
50 Gingin Road Lancelin
Site Plan
K Scadden
Proposal
Scale 1 : 300
Arttek Design
11/17 King st Lancelin
0422 974 348


5832
4926
4503
3981
1089
1834
1273
6330
110
9503
50 Gingin Road, Lancelin
Plumbing Plan
K & A Scadden
Proposal
Arttek Design
Scale 1 : 60
11/17 King st Lancelin
0422 974 348
Ref. 5_5 #50 Gingin rd Plumbing
A4
Date


9500
3000
2700
3363
1870
DS0618
DS0606
670
3000
600
6330
Robe
Robe
600
3000
Cupboard
DS1518
110
DSD2115-2
1510
DSD2115-2
1510
1964
110
946
3000
6173
DSD2115-2
DS1518
DS0606
DS0618
Construction Plan furnished for review
50 Gingin Road, Lancelin
Construction Plan
K & A Scadden
Artek Design
Proposal
Scale 1 : 60
11/17 King st Lancelin
0422 974 348
Ref. 2_3 #50 Gingin rd C_P
A4
2 of 3
Date
5/04/2021





Specifications

All studwork and roofing to comply with AS 1684/ 1999 Residetial Timber codes

Footings to comply to AS 2870 - 2011 Residential slabs and Footings

Anti Termite Treatment AS 3660.1 -2014 and the NCC volume 2 part 3.1.3.3

Concrete Slab barrier to AS 3660.1

All timbers to be minimum MGP10 H3 treated pine.

4 * 90 * 90mm Posts

All Beams to be 190 * 45mm

Rafters to be 190 * 45 @ 900mm centres

Battons to be 70 * 35 @ 1100mm centres

Stud work to be 90 * 45 @ 450mm centres

50 Gingin Road, Lancelin			
Elevations		K & A Scadden	
Proposal	Arttek Design		
Scale 1 : 100	11/17 King st Lancelin		0422 974 348
Ref. 4_4 #50 Gingin rd Elevations		A4	Date

13.5 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED SINGLE HOUSE ON LOT 380 (13) BURNETT ROAD, GUILDERTON

File	BLD/4116
Applicant	Guy Webster and Kate Baumwol
Location	Lot 380 (13) Burnett Road, Guilderton
Owner	Guy Webster and Kate Baumwol
Zoning	Residential 12.5 / 20
WAPC No	NA
Author	James Bayliss – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	15 June 1995 - Item 6.2.4.1
Appendices	1. Location and Aerial Map - Lot 380 (13) Burnett Road, Guilderton [**13.5.1** - 2 pages] 2. Applicants Proposal [**13.5.2** - 6 pages] 3. Schedule of Submissions and Recommended Responses [**13.5.3** - 1 page] 4. Applicants Justification and Response to Submissions [**13.5.4** - 14 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed Single House on Lot 380 (13) Burnett Road, Guilderton.

BACKGROUND

The subject lot is 971m^2 in area and gains access via Burnett Road. The property currently contains an existing transportable dwelling, retaining wall and garage located on the rear portion of land. The site tapers from 32 metres (AHD) from the street to approximately 34.5 metres AHD at the front boundary. The land continues to taper upwards towards the rear of the property to a level of approximately 38 metres (AHD). This equates to a level difference of 6 metres from the street to the rear boundary and 3.5 metres from the front boundary to the rear boundary.

The verge of the property is unusually large, being approximately 25 metres in width and contains drainage infrastructure. Adjoining land to the south is Reserve 37989 which is approximately 5 metres in width and used for drainage purposes.

The proposed single house is two storey, with the ground floor component being set back 1.5 metres tapering to approximately 2.4 metres, and the first floor being set back 4.2 metres tapering to 5.2 metres from the rear (eastern) boundary in lieu of the required 6 metre setback. Council consideration is required due to an objection being received during stakeholder consultation.

It became apparent during the assessment that the property has been the subject of various approvals and the history of the site is summarised below:

- On 21 April 1994, Council issued approval for a retaining wall 1.4 metres in height to be constructed on the southern boundary of the subject property. This was to cater for the construction of a garage with an overall height of 5.6 metres (inclusive of the 1.4 metre retaining wall). The garage was 9m x 9m and the land simply tapered away towards the west;

- On 19 January 1995, the landowner sought approval to relocate the position of the approved garage to the north-east corner of the property (where it is now located). The adjoining landowners consented to the relocation on the basis that the structure was no higher than 3 metres.

- In early 1995, the landowner applied for the temporary approval of a transportable dwelling set back 1.5 metres from the southern boundary and 4 metres from the rear boundary. On 15 June 1995, Council issued approval for a transportable dwelling to be erected on the property. The landowner at the time sought a rear setback variation on the basis that the structure was temporary and would only remain while a permanent two storey dwelling was erected on the portion of land west of the existing retaining wall. The approval was conditioned that the structure was to be relocated within two years (i.e. 15 June 1997). This was obviously not adhered to as the dwelling remains some 26 years later. The permanent two storey dwelling was never actioned on the western portion of the property.

- In August 1997, the landowner then applied for a retaining wall extending north/south, connecting to the existing retaining wall on the southern boundary. It was evidenced in that correspondence that the southern retaining wall was not in fact 1.4 metres at its highest point as approved, but approximately 2 metres at the western corner and stairs had also been erected. The exact dimensions of the retaining wall permit are unclear, however it is referenced as approximately 3 metres in height along the western façade.

The officer notes that there is a general presumption against approving retaining walls such as that which exists on the subject land, which elevate site levels, with a two-storey dwelling to then be erected on the raised portion of land. This notwithstanding, this assessment is unable to reconsider the merit or basis for the historical approvals and is required to consider the application based on its merits under the current planning framework.

The only identified variation seeking a Design Principles assessment (Clause 5.1.3 of the R-Codes) relates to the rear (eastern) setback.

A location plan and aerial photograph are provided as **Appendix 13.7.1**.

A copy of amended development plans received from the landowner in response to the submission received is provided as **Appendix 13.7.2**.

COMMENT

Stakeholder Consultation

The application was advertised to the adjoining landowner for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015*.

The Shire received one submission objecting to the development.

A copy of the Schedule of Submissions and Recommended Responses is attached as **Appendix 13.7.3**.

A copy of the applicant's response to the Schedule of Submissions and site history is attached as **Appendix 13.7.4.**

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

Local Planning Scheme No. 9 (LPS 9)

The subject land is zoned Residential 12.5/20 under LPS 9, the objectives of which are to:

a) *Provide for a range of housing types and encourage a high standard of residential development;*

b) *Maintain and enhance the residential character and amenity of the zone;*

c) *Limit non-residential activities to those of which the predominant function is to service the local residential neighbourhood and for self-employment or creative activities, provided such activities have no detrimental effect on the residential amenity; and*

d) *Ensure that the density of development takes cognisance of the availability of reticulated sewerage, the effluent disposal characteristics of the land and other environmental factors.*

Clause 4.3.2 of LPS 9 requires land with a dual coding to be assessed at the lower density (R12.5) unless the property is connected to reticulated sewerage. In this instance the lot is not serviced by deep sewer.

State Planning Policy 7.3 - Residential Design Codes of Western Australia (R-Codes)

The R-Codes provide a comprehensive basis for the control of residential development throughout Western Australia. When a development proposal does not satisfy the deemed-to-comply provisions, the application is assessed against the associated 'design principles' to determine whether the variation is acceptable. It should be noted that amendments to the R-Codes came into effect on 2 July 2021.

In order for the development to satisfy the deemed-to-comply criteria the single house is required to be set back 6 metres from the rear boundary as outlined in Table 1 of the R-Codes.

Clause 5.1.3 – Lot Boundary Setbacks is applicable in this instance. Table 1 below outlines the relevant Design Principles assessment:

Design Principles	Officer Comments
5.3.1 – Lot Boundary Setbacks P3.1 Buildings set back from lot boundaries or adjacent buildings on the same lot so as to: • Reduce impacts of building bulk on adjoining properties;	P3.1 - The proposed dwelling is not set back parallel to the rear lot boundary. The closest point of the dwelling is set back 1.5 metres and the furthest point is ~2.4 metres. • The proposed dwelling is two storeys, however the design allows for a step between the ground floor and first floor. The first floor is set back 4.2 metres tapering to 5.2 metres from the rear boundary. The single storey component is not viewed as significantly contributing to building bulk as it is partially screened by an existing outbuilding on the adjoining property. Various structures (outbuilding/patio for example) to a similar scale (if not higher) can be constructed in that location. The first floor encroaches 1.8m to 0.8m into the rear setback area, however the officer notes that the dwelling design allows for the lower portion of the skillion wall height being located at the rear, which does reduce the bulk impact as opposed to

	a full height skillion (8m) setback 6 metres from the boundary. The applicant advises that an alternate design is to reorient the dwelling in a north south direction to avoid significant alterations to the existing retaining wall, however, will require modification of the garage. This design outcome would achieve the rear setback, however, would likely pose greater impacts on the adjoining property to east by impeding ventilation (south-west winds) and impinge on access to views of significance. In that context, the officer is of the view that the current design does seek to reduce bulking bulk impacts on adjoin land, largely due to the stepped design and the skillion direction.
• Provide adequate direct sun and ventilation to the building and open spaces on the site and adjoining properties; and	• The dwelling location maintains access to sunlight and ventilation for adjoining properties.
• Minimise the extent of overlooking and resultant loss of privacy on adjoining properties.	• Cone of vision templates have been outlined on the development plans and visual privacy/overlooking is adequately contained within the property or adjoin drainage reserve. Based on the above, the officer is of the view that the development satisfies the relevant design principles and the variation is therefore considered to be acceptable.

Planning and Development (Local Planning Scheme) Regulations 2015 (Deemed Provisions)

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matter is considered to be relevant:

(y) Any submissions received on the application;

Officer Comment

The submission from the adjoining landowner objecting to the proposal suggests the prevailing setbacks in the locality accord with the R-Codes and that the existing reduced setback is for a single storey structure.

The applicant has provided a response to the submission received. The officer notes the applicant's response to those comments, however it should be clarified that the dwelling on the rear property has cut into the hill, thereby reducing the impact of building bulk on adjoining land. The context of the proposed development is that the land has historically been raised, with approval then being sought for a two storey dwelling on the raised portion of land with a reduced setback.

When considering the history of the site and the context in which the land was previously approved to be raised (i.e. for a garage, then single storey dwelling that was conditioned to be relocated), it does raise the question as to whether or not the objectives of the R-Codes are being fulfilled.

This notwithstanding, the officer has been mindful to consider the proposed development (not the previous approvals) against the current planning framework and concludes that it does satisfy the relevant design principles. The anomalies regarding the site's history and circumstances in which those approvals were issued are not justification for the officer to impose greater scrutiny on the current landowner's dwelling design.

The officer also notes that the proposed dwelling design could have been far more obtrusive on the adjoining landowners, whilst meeting the deemed-to-comply provisions of the R-Codes, and been exempt from the need to obtain planning approval. This is evidenced via Figures 10, 11 and 12 of the applicant's response to the submission received.

Summary

Considering the above assessment, the officer is of the view that the proposed development should be supported subject to conditions.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Shire of Gingin Local Planning Scheme No. 9.

State Planning Policy 7.3 - Residential Design Codes of Western Australia

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure & Development
Objective	3. To effectively manage growth and provide for community through the delivery infrastructure in a financially responsible manner.
Outcome	3.1 New and existing developments meet the Shire's Strategic Objectives and Outcomes.
Key Service Area	Building and Planning Permits
Priorities	Infrastructure & Development

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Balcombe

That Council grant Development Approval for a proposed Single House on Lot 380 (13) Burnett Road, Guilderton subject to the following conditions:

1. **The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;**

2. **This approval is for a Single House only as indicated on the approved plans;**

3. **Stormwater from all roofed, paved and hardstand areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin; and**

4. **Prior to occupation of the development, the driveway shall be serviced by a new crossover from Burnett Road which is to be designed and constructed to the satisfaction of the Shire of Gingin at the landowner's cost.**

Advice Notes:

Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.

Note 4: This planning approval shall not be construed as an approval or support of any kind for any other planning related application on the subject land.

Note 5: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.

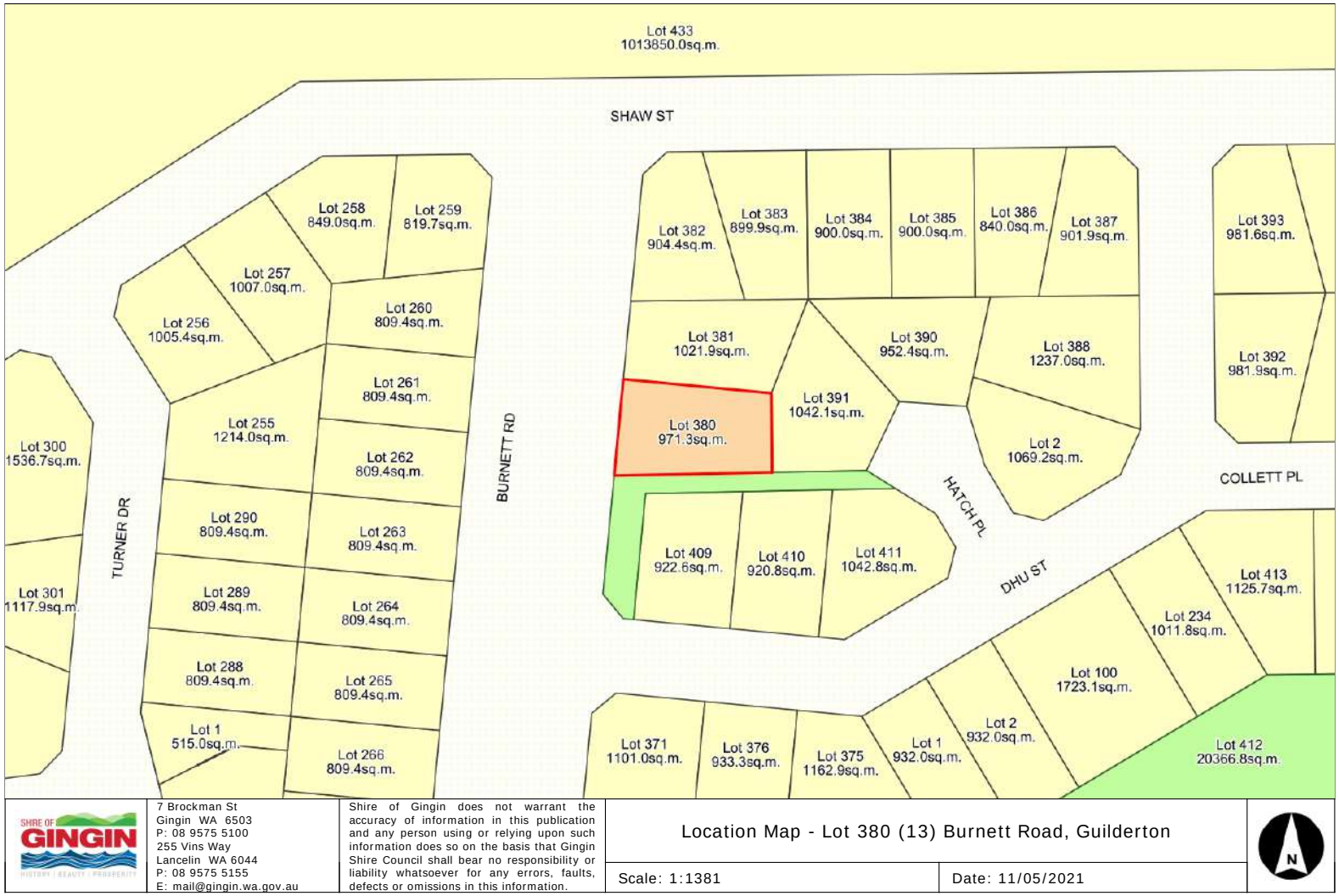
Note 6: This approval does not authorise any interference with dividing fences, nor entry onto neighbouring land. Accordingly, should you wish to remove or replace any portion of a dividing fence, or enter onto neighbouring land, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.

Note 7: In relation to the installation of a new crossover, please note that a crossover application form is to be submitted to the Shire's Operations Department which can be found on the Shire's website at the following link: https://www.gingn.wa.gov.au/services/operations.aspx.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

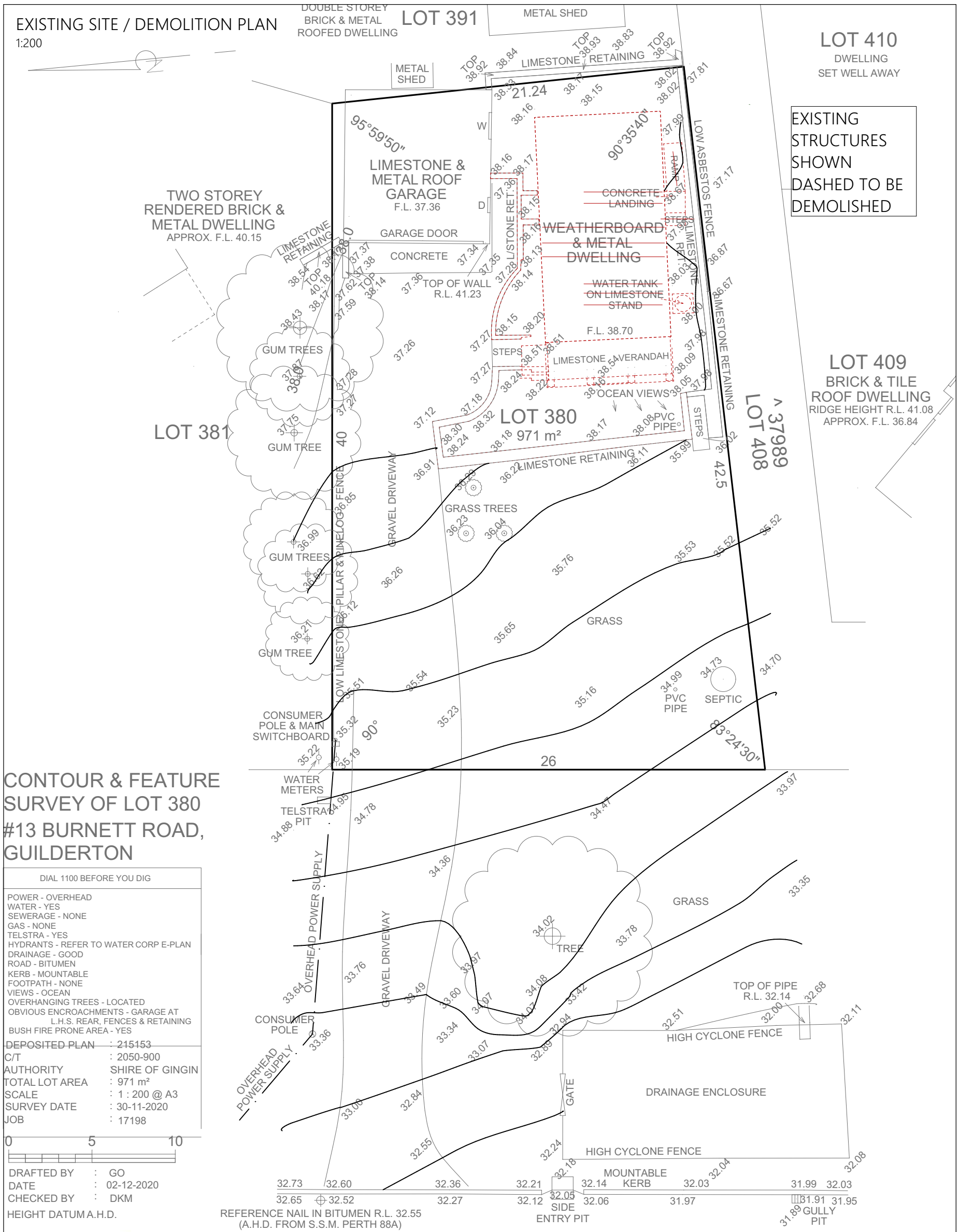

Lot 433
1013850.0sq.m.
SHAW ST
Lot 258
849.0sq.m.
Lot 259
819.7sq.m.
Lot 257
1007.0sq.m.
Lot 256
1005.4sq.m.
Lot 260
809.4sq.m.
Lot 261
809.4sq.m.
Lot 255
1214.0sq.m.
Lot 262
809.4sq.m.
Lot 300
1536.7sq.m.
TURNER DR
Lot 290
809.4sq.m.
Lot 263
809.4sq.m.
Lot 301
1117.9sq.m.
Lot 289
809.4sq.m.
Lot 264
809.4sq.m.
Lot 288
809.4sq.m.
Lot 265
809.4sq.m.
Lot 1
515.0sq.m.
Lot 266
809.4sq.m.
BURNETT RD
Lot 382
904.4sq.m.
Lot 383
899.9sq.m.
Lot 384
900.0sq.m.
Lot 385
900.0sq.m.
Lot 386
840.0sq.m.
Lot 387
901.9sq.m.
Lot 381
1021.9sq.m.
Lot 390
952.4sq.m.
Lot 388
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Lot 380
971.3sq.m.
Lot 391
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Lot 2
1069.2sq.m.
HATCH PL
Lot 409
922.6sq.m.
Lot 410
920.8sq.m.
Lot 411
1042.8sq.m.
DHU ST
Lot 393
981.6sq.m.
Lot 392
981.9sq.m.
COLLETT PL
Lot 413
1125.7sq.m.
Lot 234
1011.8sq.m.
Lot 100
1723.1sq.m.
Lot 2
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Lot 1
932.0sq.m.
Lot 412
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Lot 371
1101.0sq.m.
Lot 376
933.3sq.m.
Lot 375
1162.9sq.m.
SHIRE OF GINGIN
7 Brockman St
Gingin WA 6503
P: 08 9575 5100
255 Vins Way
Lancelin WA 6044
P: 08 9575 5155
E: mail@gingin.wa.gov.au
Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.
Location Map - Lot 380 (13) Burnett Road, Guilderton
Scale: 1:1381
Date: 11/05/2021
N



SHIRE OF GINGIN	7 Brockman St Gingin WA 6503 P: 08 9575 5100 255 Vins Way Lancelin WA 6044 P: 08 9575 5155 E: mail@gingin.wa.gov.au	Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.	Aerial Map - Lot 380 (13) Burnett Road, Guilderton Scale: 1:707 | Date: 11/05/2021	N

EXISTING SITE / DEMOLITION PLAN

1:200



CONTOUR & FEATURE SURVEY OF LOT 380 #13 BURNETT ROAD, GUILDERTON

DIAL 1100 BEFORE YOU DIG
POWER - OVERHEAD WATER - YES SEWERAGE - NONE GAS - NONE TELSTRA - YES HYDRANTS - REFER TO WATER CORP E-PLAN DRAINAGE - GOOD ROAD - BITUMEN KERB - MOUNTABLE FOOTPATH - NONE VIEWS - OCEAN OVERHANGING TREES - LOCATED OBVIOUS ENCROACHMENTS - GARAGE AT L.H.S. REAR, FENCES & RETAINING BUSH FIRE PRONE AREA - YES

~~DEPOSITED PLAN~~	: ~~215153~~
C/T	: 2050-900
AUTHORITY	: SHIRE OF GINGIN
TOTAL LOT AREA	: 971 m²
SCALE	: 1 : 200 @ A3
SURVEY DATE	: 30-11-2020
JOB	: 17198

0 5 10

DRAFTED BY	: GO
DATE	: 02-12-2020
CHECKED BY	: DKM

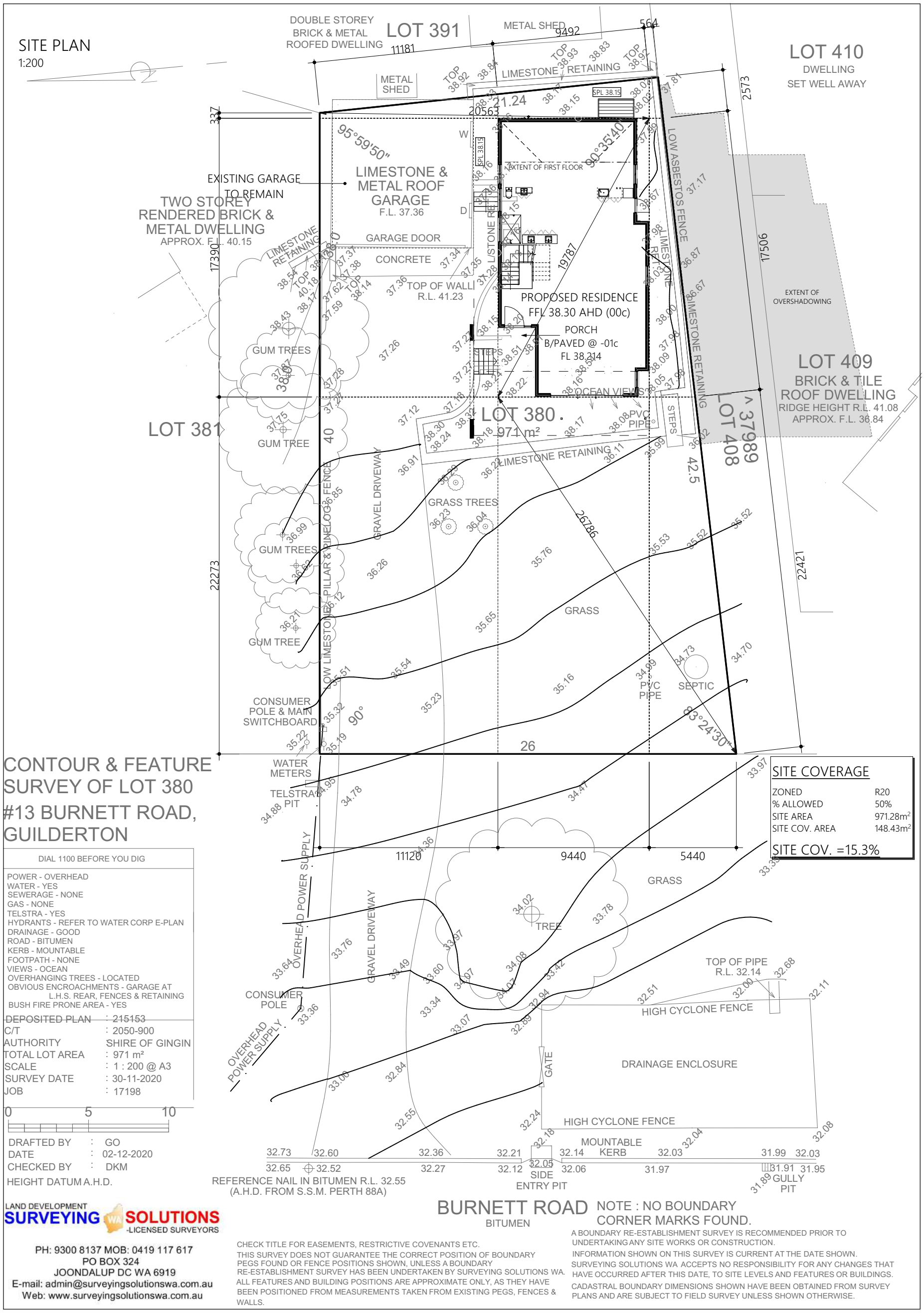
HEIGHT DATUM A.H.D.

LAND DEVELOPMENT SURVEYING SOLUTIONS -LICENSED SURVEYORS

PH: 9300 8137 MOB: 0419 117 617
PO BOX 324
JOONDALUP DC WA 6919
E-mail: admin@surveyingsolutionswa.com.au
Web: www.surveyingsolutionswa.com.au

CHECK TITLE FOR EASEMENTS, RESTRICTIVE COVENANTS ETC.
THIS SURVEY DOES NOT GUARANTEE THE CORRECT POSITION OF BOUNDARY PEGS FOUND OR FENCE POSITIONS SHOWN, UNLESS A BOUNDARY RE-ESTABLISHMENT SURVEY HAS BEEN UNDERTAKEN BY SURVEYING SOLUTIONS WA.
ALL FEATURES AND BUILDING POSITIONS ARE APPROXIMATE ONLY, AS THEY HAVE BEEN POSITIONED FROM MEASUREMENTS TAKEN FROM EXISTING PEGS, FENCES & WALLS.

NOTE : NO BOUNDARY CORNER MARKS FOUND.
A BOUNDARY RE-ESTABLISHMENT SURVEY IS RECOMMENDED PRIOR TO UNDERTAKING ANY SITE WORKS OR CONSTRUCTION.
INFORMATION SHOWN ON THIS SURVEY IS CURRENT AT THE DATE SHOWN.
SURVEYING SOLUTIONS WA ACCEPTS NO RESPONSIBILITY FOR ANY CHANGES THAT HAVE OCCURRED AFTER THIS DATE, TO SITE LEVELS AND FEATURES OR BUILDINGS.
CADASTRAL BOUNDARY DIMENSIONS SHOWN HAVE BEEN OBTAINED FROM SURVEY PLANS AND ARE SUBJECT TO FIELD SURVEY UNLESS SHOWN OTHERWISE.



CONTOUR & FEATURE SURVEY OF LOT 380
#13 BURNETT ROAD, GUILDERTON

DIAL 1100 BEFORE YOU DIG
POWER - OVERHEAD
WATER - YES
SEWERAGE - NONE
GAS - NONE
TELSTRA - YES
HYDRANTS - REFER TO WATER CORP E-PLAN
DRAINAGE - GOOD
ROAD - BITUMEN
KERB - MOUNTABLE
FOOTPATH - NONE
VIEWS - OCEAN
OVERHANGING TREES - LOCATED
OBVIOUS ENCROACHMENTS - GARAGE AT L.H.S. REAR, FENCES & RETAINING
BUSH FIRE PRONE AREA - YES

~~DEPOSITED PLAN~~	: ~~215153~~
C/T	: 2050-900
AUTHORITY	SHIRE OF GINGIN
TOTAL LOT AREA	: 971 m²
SCALE	: 1 : 200 @ A3
SURVEY DATE	: 30-11-2020
JOB	: 17198

0 5 10

DRAFTED BY	: GO
DATE	: 02-12-2020
CHECKED BY	: DKM

HEIGHT DATUM A.H.D.

REFERENCE NAIL IN BITUMEN R.L. 32.55
(A.H.D. FROM S.S.M. PERTH 88A)

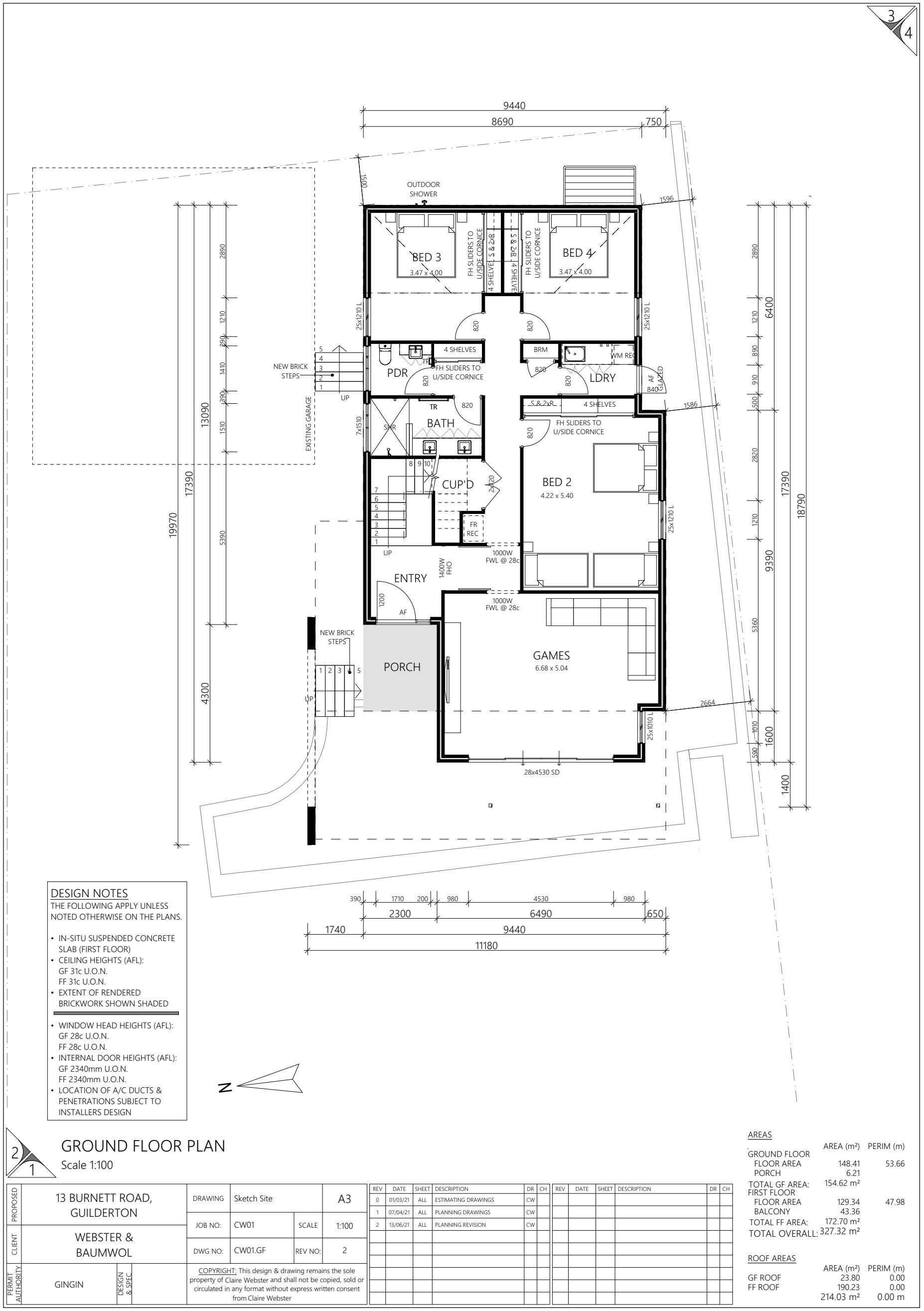
SITE COVERAGE	
ZONED	R20
% ALLOWED	50%
SITE AREA	971.28m²
SITE COV. AREA	148.43m²
SITE COV. =15.3%	

LAND DEVELOPMENT SURVEYING SOLUTIONS -LICENSED SURVEYORS

PH: 9300 8137 MOB: 0419 117 617
PO BOX 324
JOONDALUP DC WA 6919
E-mail: admin@surveyingsolutionswa.com.au
Web: www.surveyingsolutionswa.com.au

CHECK TITLE FOR EASEMENTS, RESTRICTIVE COVENANTS ETC.
THIS SURVEY DOES NOT GUARANTEE THE CORRECT POSITION OF BOUNDARY PEGS FOUND OR FENCE POSITIONS SHOWN, UNLESS A BOUNDARY RE-ESTABLISHMENT SURVEY HAS BEEN UNDERTAKEN BY SURVEYING SOLUTIONS WA.
ALL FEATURES AND BUILDING POSITIONS ARE APPROXIMATE ONLY, AS THEY HAVE BEEN POSITIONED FROM MEASUREMENTS TAKEN FROM EXISTING PEGS, FENCES & WALLS.

NOTE : NO BOUNDARY CORNER MARKS FOUND.
A BOUNDARY RE-ESTABLISHMENT SURVEY IS RECOMMENDED PRIOR TO UNDERTAKING ANY SITE WORKS OR CONSTRUCTION.
INFORMATION SHOWN ON THIS SURVEY IS CURRENT AT THE DATE SHOWN.
SURVEYING SOLUTIONS WA ACCEPTS NO RESPONSIBILITY FOR ANY CHANGES THAT HAVE OCCURRED AFTER THIS DATE, TO SITE LEVELS AND FEATURES OR BUILDINGS.
CADASTRAL BOUNDARY DIMENSIONS SHOWN HAVE BEEN OBTAINED FROM SURVEY PLANS AND ARE SUBJECT TO FIELD SURVEY UNLESS SHOWN OTHERWISE.



DESIGN NOTES

THE FOLLOWING APPLY UNLESS NOTED OTHERWISE ON THE PLANS.

- IN-SITU SUSPENDED CONCRETE SLAB (FIRST FLOOR)
- CEILING HEIGHTS (AFL):
  GF 31c U.O.N.
  FF 31c U.O.N.
- EXTENT OF RENDERED BRICKWORK SHOWN SHADED

- WINDOW HEAD HEIGHTS (AFL):
  GF 28c U.O.N.
  FF 28c U.O.N.
- INTERNAL DOOR HEIGHTS (AFL):
  GF 2340mm U.O.N.
  FF 2340mm U.O.N.
- LOCATION OF A/C DUCTS & PENETRATIONS SUBJECT TO INSTALLERS DESIGN

2
1

GROUND FLOOR PLAN

Scale 1:100

PROPOSED
13 BURNETT ROAD, GUILDERTON

CLIENT
WEBSTER & BAUMWOL

PERMIT AUTHORITY
GINGIN

DESIGN & SPEC

DRAWING	Sketch Site		A3
JOB NO:	CW01	SCALE	1:100
DWG NO:	CW01.GF	REV NO:	2

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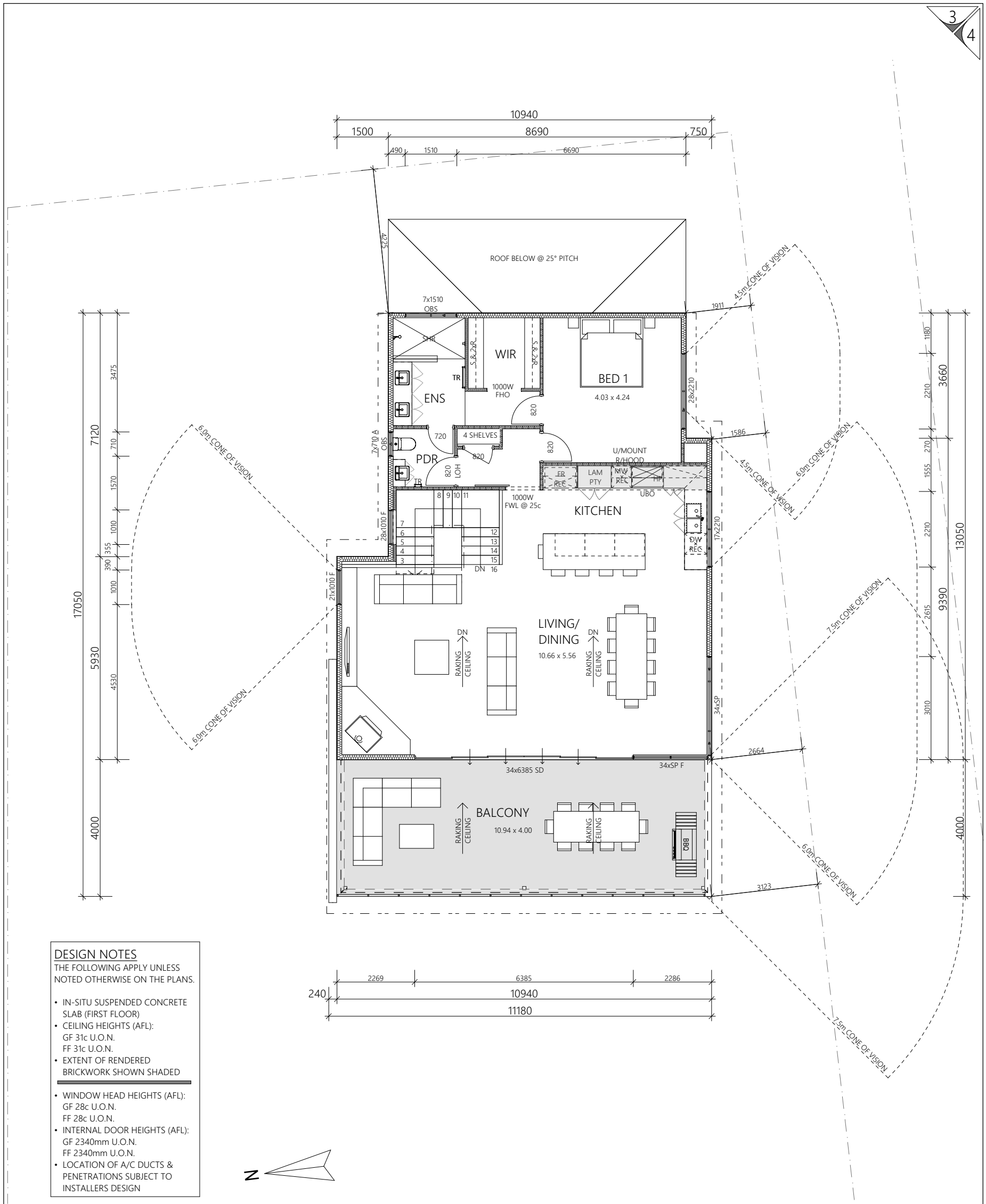
REV	DATE	SHEET	DESCRIPTION	DR	CH
0	01/03/21	ALL	ESTIMATING DRAWINGS	CW	
1	07/04/21	ALL	PLANNING DRAWINGS	CW	
2	13/06/21	ALL	PLANNING REVISION	CW	

AREAS

	AREA (m²)	PERIM (m)
GROUND FLOOR		
FLOOR AREA	148.41	53.66
PORCH	6.21	
TOTAL GF AREA:	154.62 m²	
FIRST FLOOR		
FLOOR AREA	129.34	47.98
BALCONY	43.36	
TOTAL FF AREA:	172.70 m²	
TOTAL OVERALL:	327.32 m²	

ROOF AREAS

	AREA (m²)	PERIM (m)
GF ROOF	23.80	0.00
FF ROOF	190.23	0.00
	214.03 m²	0.00 m



DESIGN NOTES

THE FOLLOWING APPLY UNLESS NOTED OTHERWISE ON THE PLANS.

- IN-SITU SUSPENDED CONCRETE SLAB (FIRST FLOOR)
- CEILING HEIGHTS (AFL):
  GF 31c U.O.N.
  FF 31c U.O.N.
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  GF 28c U.O.N.
  FF 28c U.O.N.
- INTERNAL DOOR HEIGHTS (AFL):
  GF 2340mm U.O.N.
  FF 2340mm U.O.N.
- LOCATION OF A/C DUCTS & PENETRATIONS SUBJECT TO INSTALLERS DESIGN

2
1

FIRST FLOOR PLAN

Scale 1:100

PROPOSED	13 BURNETT ROAD, GUILDERTON	DRAWING	Sketch Site	A3
		JOB NO:	CW01	SCALE 1:100
CLIENT	WEBSTER & BAUMWOL	DWG NO:	CW01.FF	REV NO: 2
PERMIT AUTHORITY	GINGIN	DESIGN & SPEC		

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REV	DATE	SHEET	DESCRIPTION	DR	CH
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ROOF AREAS

	AREA (m²)	PERIM (m)
GF ROOF	23.80	0.00
FF ROOF	190.23	0.00
	214.03 m²	0.00 m

NOTES

THE FOLLOWING APPLY UNLESS NOTED OTHERWISE ON THE PLANS.

- ROOF COVER : COLORBOND ULTRA
- ROOF PROFILE: TRIMDEK
- ROOF PITCH: 03° PITCH

- EXTERNAL COLOURS SHOWN FOR ILLUSTRATION PURPOSES ONLY
- EXTERNAL DOORS AS PER SPEC
- ALL FIRST FLOOR BEDROOM WINDOWS TO HAVE 120mm RESTRICTED OPENINGS AS PER AS 2016 NCC2016 _VOL2 SECTION 3.9.2.5 'PROTECTION OF OPENABLE WINDOWS'

EXTERNAL WALL LEGEND

1c FACE BRICK (1/2 BOND)

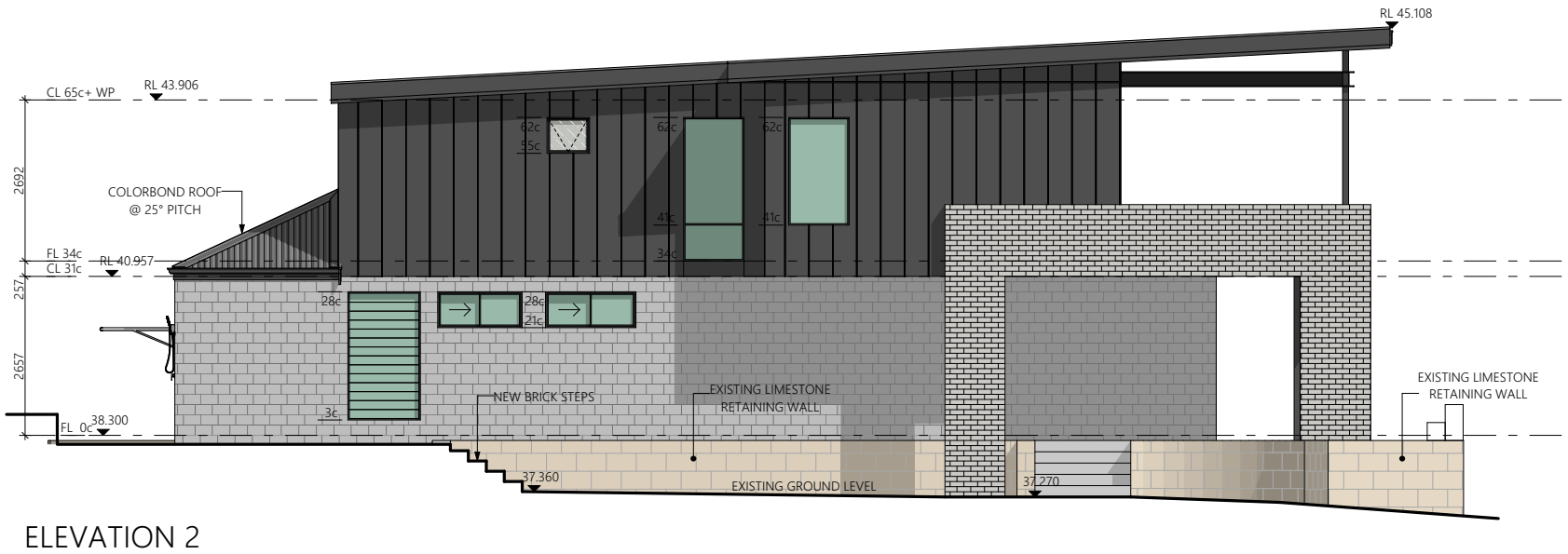
2c FACE BRICK (1/3 BOND)

SCYON AXON CLADDING



ELEVATION 1

Scale 1:100



ELEVATION 2

Scale 1:100

PROPOSED	13 BURNETT ROAD, GUILDERTON	DRAWING	Sketch Elevations		A3
CLIENT	WEBSTER & BAUMWOL	JOB NO:	CW01	SCALE	1:100
		DWG NO:	CW01.	REV NO:	2
PERMIT AUTHORITY	GINGIN	DESIGN & SPEC	SPECIAL LIFESTYLE		

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REV	DATE	SHEET	DESCRIPTION	DR	CH
0	01/03/21	ALL	ESTIMATING DRAWINGS	CW	
1	07/04/21	ALL	PLANNING DRAWINGS	CW	
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REV	DATE	SHEET	DESCRIPTION	DR	CH

NOTES
THE FOLLOWING APPLY UNLESS NOTED OTHERWISE ON THE PLANS.

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- ROOF PROFILE: TRIMDEK
- ROOF PITCH: 03° PITCH

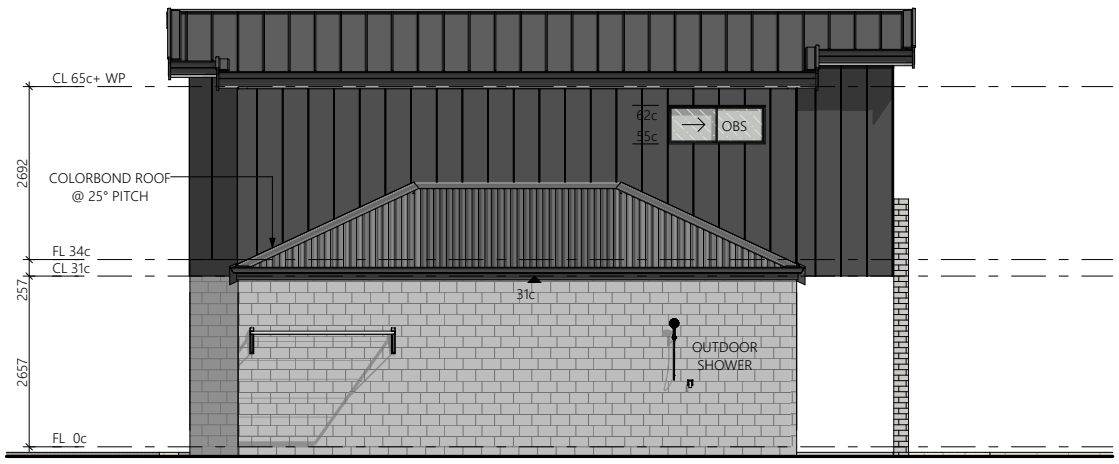
- EXTERNAL COLOURS SHOWN FOR ILLUSTRATION PURPOSES ONLY
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EXTERNAL WALL LEGEND

1c FACE BRICK (1/2 BOND)

2c FACE BRICK (1/3 BOND)

SCYON AXON CLADDING



ELEVATION 3
Scale 1:100



ELEVATION 4
Scale 1:100

PROPOSED	13 BURNETT ROAD, GUILDERTON	DRAWING	Sketch Elevations (1)		A3
CLIENT	WEBSTER & BAUMWOL	JOB NO:	CW01	SCALE	1:100
		DWG NO:	CW01.	REV NO:	2
PERMIT AUTHORITY	GINGIN	DESIGN & SPEC	SPECIAL LIFESTYLE		

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1	07/04/21	ALL	PLANNING DRAWINGS	CW	
2	13/06/21	ALL	PLANNING REVISION	CW	

REV	DATE	SHEET	DESCRIPTION	DR	CH

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED SINGLE HOUSE ON LOT 380 (13) BURNETT ROAD, GUILDERTON

No.	Submitter	Submission details	Recommended response
1	Ratepayer	The submitter **does not support** the proposal and provides the following general comment: "*We are not in favour of the reduced setback on this property as most dwellings in the Dhu Street area have 6m setbacks on all boundaries. The current dwelling was allowed reduced setbacks as it is single storey and low profile and therefore minimal impact. However, a two storey dwelling would not.*"	Noted. Refer to comments within Council report.

ATTENTION: Planning Department
Chief Executive Officer
Shire of Gingin
7 Brockman Street
PO Box 510
Gingin
WA 6503

ACN 619 383 407
168 Stirling Highway
Nedlands WA 6009
info@hplanning.com.au

Wednesday, 7 July 2021

Justification Letter (Amended) | 13 (Lot 380) Burnett Road, Guilderton

Dear Sir

The purpose of this letter is to justify several variations to the deemed-to-comply (DTC) planning provisions of the applicable planning framework for a Development Application at 13 (Lot 380) Burnett Road, Guilderton, henceforth known as the 'subject site.' We are of the view that the rear setback proposed is consistent with the immediately adjacent built form and does not unreasonably impact the amenity of adjacent landowners.

Response to Request for Further Information

During the course of its initial assessment the Shire raised a single item. We outline our response to those items below.

Officer Assessment	Applicant Response
The proposed dwelling is setback 1 metre tapering to 1.8 metres from the rear (eastern) lot boundary in lieu of the required 6-metre setback.	The applicant has moved the home 0.5m further from the rear boundary on both levels. We have prepared justification as part of this correspondence to address the Design Principles.

Response to New Information Regarding 'History of Site'

Paraphrased Officer Comment	Applicant Response
The proposed development has the effect of a three (3) storey development from natural ground level, with that natural level having been altered under the unusual circumstances.	Following the initial assessment by the Shire, the R-Codes were modified on July 2nd 2021. The proposal is required to be determined against this version of the R-Codes regardless of the date of submission. The modification increased deemed to comply external wall heights by 1m. Consequently, **an 8m external wall height is permitted** for a parapet wall and the high side of a skillion roof line. Relative to the rear boundary of the proposal, the dwelling is 5.26m high or 6m above the NGL which falls is substantially away from the rear boundary.

Paraphrased Officer Comment	Applicant Response
The reduced rear setback was temporary the existing dwelling represents an unauthorised structure that ought to have been removed many years ago.	We disagree with the proposition that the dwelling appears three storeys in height or that its height is comparable in scale to a three-storey dwelling on the basis of the following: ▪ The external wall height on the north western most corner closest to the street is 8m high. This is a deemed to comply height under the R-Codes; ▪ The lower 2m of the dwelling is a limestone retaining wall; ▪ The proposed dwelling adopts a finished floor level (FFL) being 400mm lower that the existing dwelling (FFL); ▪ It would not be possible to accommodate three separate levels, including slabs and roof within an 8m building height limit; and ▪ The proposal is setback 18m from the street boundary, in addition to a setback beyond the drainage swale in the verge area.



Figure 1 Depiction of the alternative building height envelope not pursued in the submission to allow view corridors to be maintained.

Background

1. The current owners purchased the site in 17 Oct 2020.
2. The subject site is zoned R12.5/R20. It is 26m wide with at the front and 21.24m wide at the rear. It has a site area of 971m². An R20 zoning does not require a six (6) metre rear setback. The R20 zoning is triggered upon the provision of reticulated sewerage.
3. The subject site is slightly irregular in shape and is orientated with a west facing frontage.
4. The subject site is bushfire prone.
5. The subject site suffers from the following constraints:
    a. It experiences a substantial topographical variation rising 4.36m up and away from the primary street frontage; and
    b. A large and visually unsightly drainage swale in the verge area tree located in a difficult position.
6. The subject site is in proximity to the Indian Ocean allowing development to access views of significance.

Response to Community Consultation

During the assessment a single objection was raised by an adjoining landowner. We respond to and address this item below.

Comment	Applicant Response
"We are not in favour of the reduced setback on this property as most dwellings in the Dhu Street area have 6m setbacks on all boundaries. The current dwelling was allowed reduced setbacks as it is single storey and low profile and therefore minimal Impact. However, a two storey dwelling would not."	We do not agree with the comment relating to a certain prevailing built form character as provided by the respondent and we take this opportunity to point out the dwelling (Lot 391) presumed to have made the objection located to the rear of the subject site as having recently been granted two (2) identical examples of discretion within the last five years. The first example relates to a Development Application which went to Council for a patio on the northern side of the property setback at 1m in lieu of 6m. The second relates to a new (14m) long shed constructed sometime between 2016 and 2017 located adjacent to the applicants rear boundary.

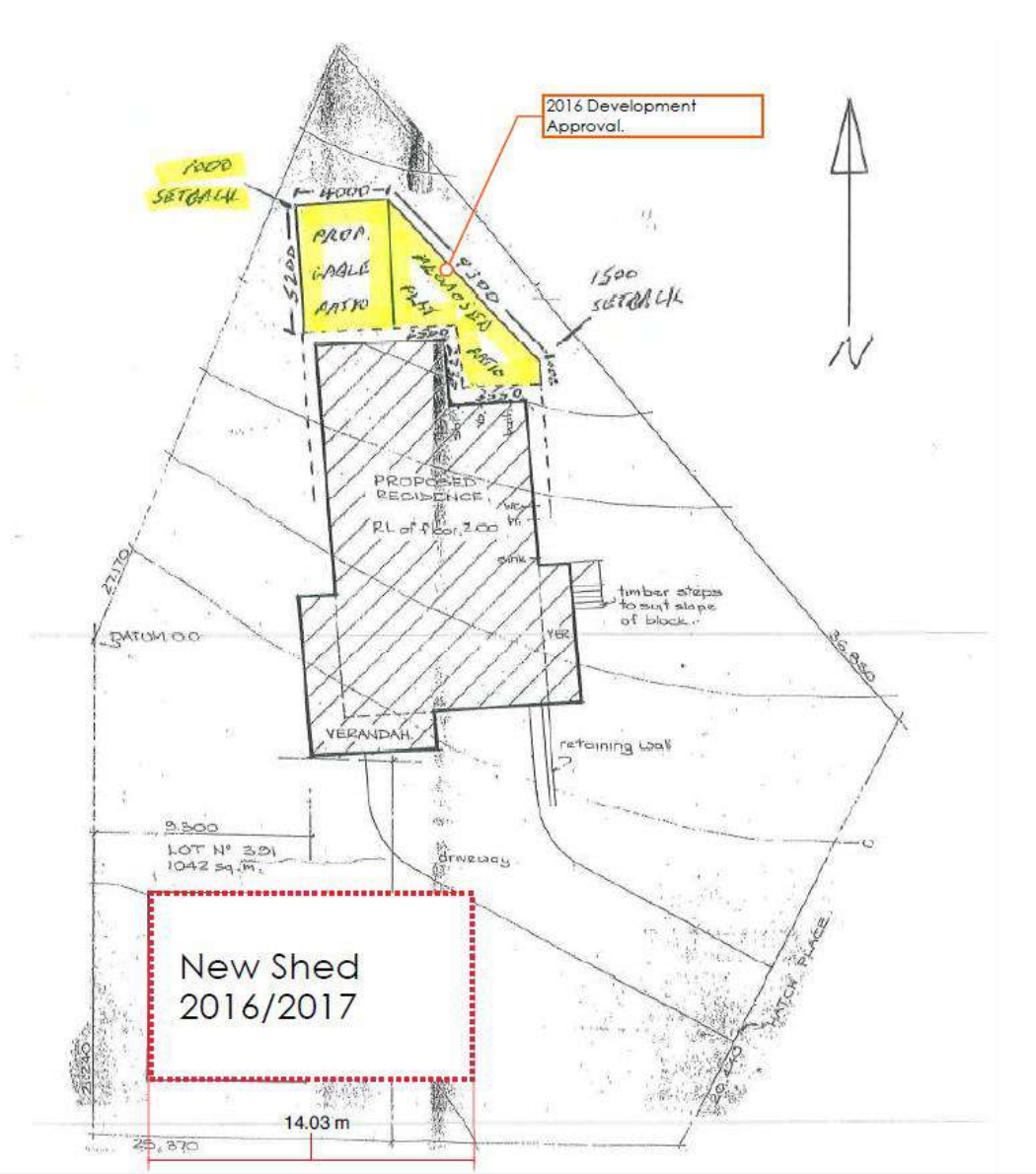


Figure 2 Marked Annotated Shire of Gingin ordinary meeting minutes 19/01/2016. refer 11.3.6 application for development approval - proposed patio with reduced setbacks on lot 391 Hatch Place, Guilderton.

The new shed on lot 391 is relevant to this matter on two grounds:

- Firstly, it will substantially obscure a view of the proposal.
- It already serves to substantially obscure any view of the ocean.

Comment	Applicant Response



Figure 3 A view of the shed from the verandah of Lot 391 prior the shed being extend (left) towards the street. Green roof in background on far right identifies the subject site via the existing roof of the dwelling to be demolished.

It has long been held by various divisions of State Administrative Tribunal that the mere perception of loss of amenity by objectors is insufficient reason to deny a development application. There must be a real and genuine prospect that the apprehensions expressed in objections are more likely than not to eventuate. We submit that the single objection to the development application has not demonstrated an impact on amenity or more than a perception of one.

Existing Development Context

Development context is required to be taken into consideration when assessing the compatibility of proposal and the characteristics of the existing and emerging streetscape. The collection of subsequent figures illustrates the physical context of the proposed dwelling. This information has been used to assist with preparation of a Context Plan (enclosed) which we will rely upon in making justification against the Design Principles where relevant.

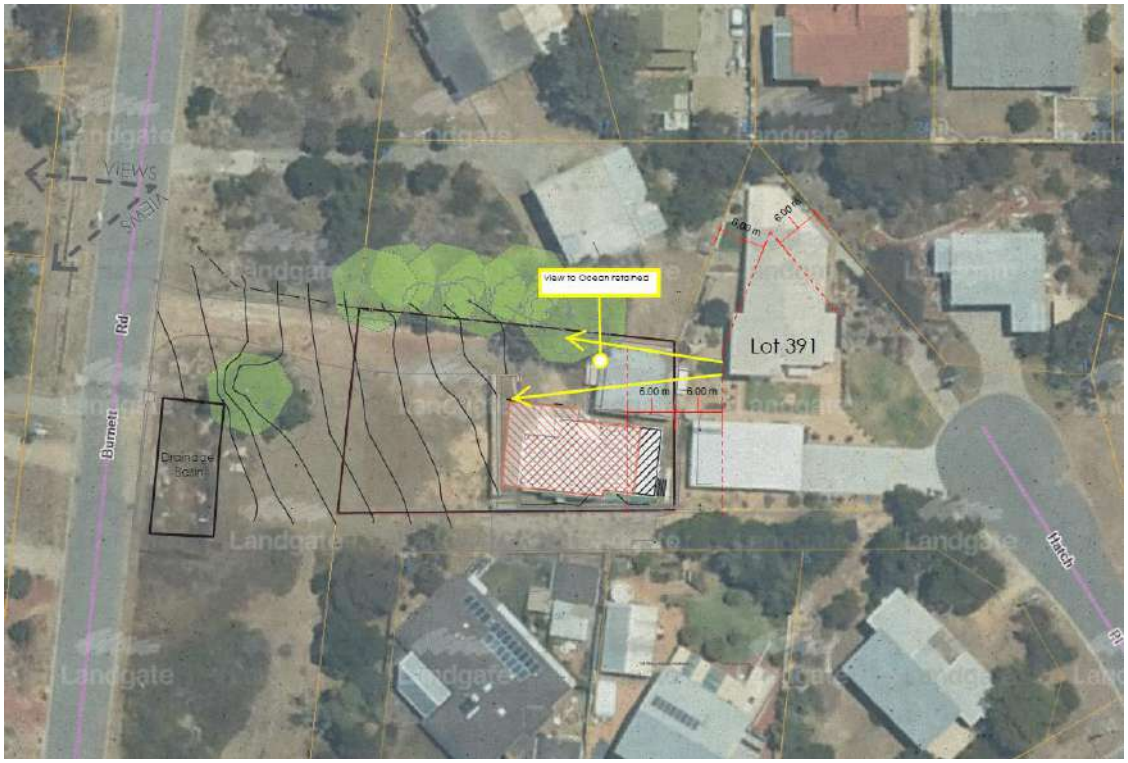


Figure 4 Context Plan of subject site (Aerial by Landgate).



Figure 5 Local Planning Scheme Map Extract



Figure 6 Streetview of subject site (Google Maps)



Figure 7 View of the drainage swale within the verge area.



Figure 8 View of existing dwelling, garage on left. Rear adjoining dwelling visible to left over garage. This view corridor to the ocean will remain open under the current proposal as designed.



Figure 9 BAL risk mapping extract. The dwelling will be built on the least vulnerable part of the subject site.

Design Principle Justification

The following section outlines a variation identified by the Shire and provides justification against applicable design principles, objectives, and relevant town planning considerations.

R-CODES CLAUSE 5.1.3 C3.1 LOT BOUNDARY SETBACK

Design Principle	Justification

Variation:

The proposed dwelling upper floor is setback 4.225m-5.2m and the ground floor is setback 1.5 metre tapering to 2.4 metres from the rear lot boundary in lieu of the required 6-metre setback.

Comment:

On the basis of Local Planning Scheme cl 4.3.2 'development and subdivision in accordance with the higher code (R20) shall be supported where reticulated sewerage is available.' If reticulated sewerage is were made available, the would be no variation.

Further to this, we note the elevation figures below in bring attention to the decision maker the need to consider alternative hypothetical forms of development, particularly the external wall alignments and heights and their potentially greater effect on adjoining landowners, consistent with findings in Goyder and Walsh [2009] WASAT 108 at [64]. On appeal Justice Chaney confirmed the previous decision in stating "the tribunal was justified in considering the relative impact of the proposal having regard to any other development which might reasonably be expected to occur on the site[.]" The case was considering development of a lot subsequent to subdivision on a site in Peppermint Grove.

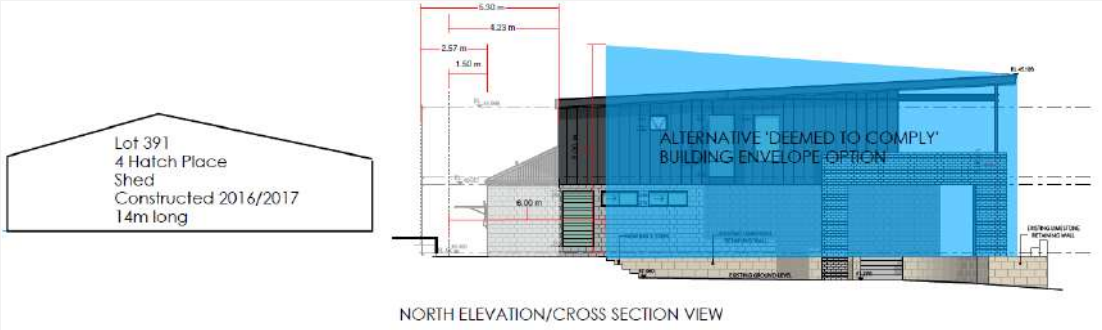


Figure 10 Relationship of proposed dwelling to the rear boundary and new existing shed to the rear at No 4 Hatch Place.

Design Principle	Justification



Figure 11 Relationship of proposed dwelling to the either adjoining dwelling facing Burnett Street.

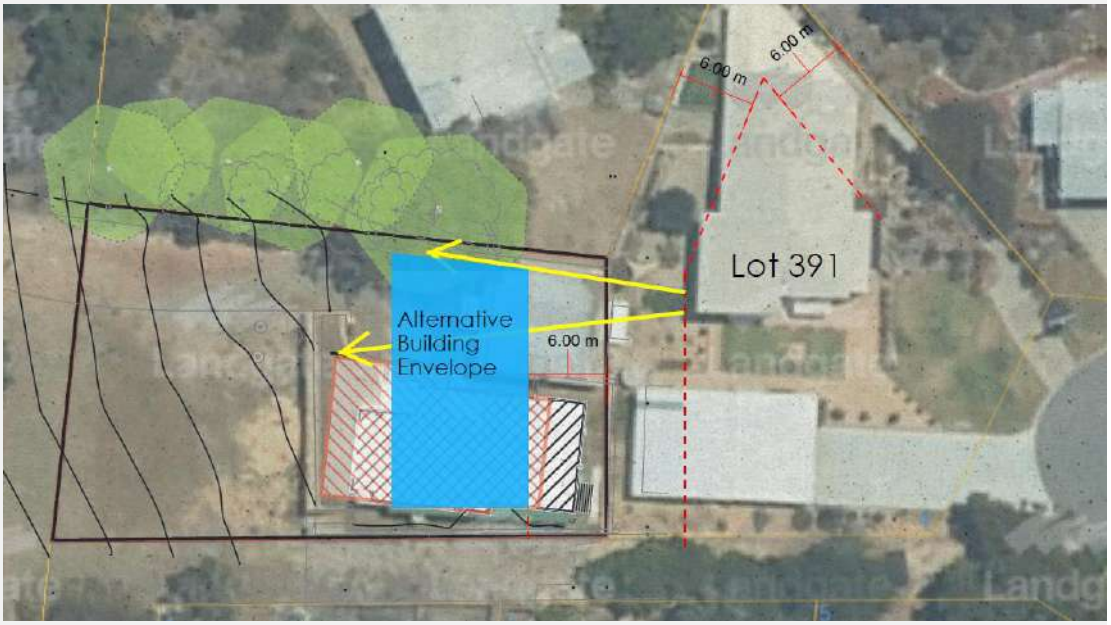


Figure 12 An alternative building envelope would impact opportunities for views of significance to lot 391.

P3.1 Buildings set back from lot boundaries or adjacent buildings on the same lot so as to:

• reduce impacts of building bulk on adjoining properties;

The proposal is setback from the adjoining dwellings as follows:

Dwelling	Closest Setback to Dwelling
4 Hatch (Rear)	11.3m Ground Floor (GF) 13.16 Upper Floor (UF)
11 Burnett (North Side)	18m GF and UF
15 Burnettt (South Side)	12.39m GF and UF

The west facing elevation contains a greater upper floor setback and therefore provides articulation which reduces the impact of building bulk. The efforts made to

Design Principle	Justification
	reduce the height of the wall as it affects the western adjoining landowner is not insignificant. The majority of the rear boundary, in particular portion adjacent to the proposed development is joined by a newly constructed shed with no major openings. The shed occupies the lowest point of that site which still sits 600mm+ above our highest ground level proposed. The shed protects against any unreasonable impact. The design of the proposal limits the impact of views of significance on any one adjoining dwelling. The design outcome proposed provides a reasonable outcome for all adjoining properties.
• provide adequate direct sun and ventilation to the building and open spaces on the site and adjoining properties; and	The results of the above-mentioned mass reducing strategies and design features has positively affected the ability for the adjoining dwelling to receive natural sunlight and ventilation. Overshadowing caused by the proposal absorbed by the easement located on the southern boundary. Relative to the direction of the prevailing wind and in context of the proximity to the ocean, the proposal does not have an ability to detrimentally affect cooling winds.
• minimise the extent of overlooking and resultant loss of privacy on adjoining properties.	The proposal is considered deemed to comply with respect to visual privacy matters. The design substantially exceeds on minimum requirements providing a high level of privacy to adjoining dwellings.

Summary

Hemsley Planning is of the opinion that the proposal is consistent with the Design Principles of Residential Design Codes and local planning framework in respect of the rear setback, whilst remaining deemed to comply in all other respects.

The proposed development responds to an unsightly drainage swale in the verge area, a challenging topography and irregular lot shape whilst ensuring the amenity of adjoining dwellings maintained. The proposal has been carefully drafted by the designer to ensure that the amenity of the streetscape is improved, whilst also creating a functional and high-quality internal design to meet the requirements of the owner by accessing views of significance.

Should clarification on any aspects of this matter, please do not hesitate to contact the undersigned on 0415 337 100 or by email at alex@hplanning.com.au.

Kind regards



Alex Hemsley

Director | Principal Planner

BA Urban & Regional Planning (Curtin) LGPA

Enc. Site Analysis / Context Plan



Project

TWO STOREY SINGLE DWELLING
13 Burnett Road
Guilderton
Shire of Gingin

Scale

1:400 @ A3

4 8

Prepared for illustrative and planning justification purposes only. Whilst all efforts are made to ensure accuracy, all areas and dimensions are subject to detail design and survey.

CONTEXT PLAN & SITE ANALYSIS

Job No.

J000N/A

Revision

1A

XX/XX/2020

hemsley planning

13.6 LOCAL PLANNING SCHEME NO. 9 - PROPOSED SCHEME AMENDMENT NO. 22 FOR LOT 100 (1492) BENNIES ROAD, COWALLA

File	LND/672
Applicant	Stewart Urban Planning
Location	Lot 100 (1492) Bennies Road, Cowalla
Owner	Longo G Family Trust
Zoning	General Rural
WAPC No	NA
Author	James Bayliss – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	15 December 2020 - Item 11.3.7
Appendices	1. Proposed Scheme Amendment No. 22 - Bundle of Documents [**13.6.1** - 72 pages] 2. Schedule of Submissions and Recommended Responses [**13.6.2** - 2 pages] 3. Applicant's Response to Schedule of Submissions and Recommended Responses [**13.6.3** - 2 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider submissions received during the advertising period in relation to proposed Amendment No.22 to Local Planning Scheme No. 9 for Lot 100 (1492) Bennies Road, Cowalla.

BACKGROUND

At its Ordinary Meeting on 15 December 2020, Council resolved as follows:

1. *Resolve, pursuant to clause 35 (2) of the Planning and Development (Local Planning Schemes) Regulations 2015, that Local Planning Scheme Amendment No. 22 is a standard scheme amendment in accordance with clause 34 of the Regulations, as the proposal will have a minimal impact on land in the Scheme area that is not the subject of the amendment, and will not result in any significant environmental, social, economic or governance impacts on land in the Scheme area;*

2. *Pursuant to Section 75 of the Planning and Development Act 2005, initiate proposed Amendment No. 22 to the Shire of Gingin's Local Planning Scheme No. 9 to introduce into Schedule 10 – General Rural (coded) zones the following:*

No.	*Description of lands*	*Conditions*
2	*Lot 100 (1492) Bennies Road, Cowalla*	*1. The portion of land north of Bennies Road being zoned 'General Rural 20' and the portion of land south of Bennies Road being zoned 'General Rural 30'.* *2. The subdivision lot layout is to retain remnant vegetation located on the site and is to generally accord with the subdivision concept plan (GR20/GR30) forming part of Amendment No. 22.*

3. *Pursuant to clause 37(2) of the Planning and Development (Local Planning Schemes) Regulations 2015, forward Local Planning Scheme Amendment No. 22 to the Western Australian Planning Commission (WAPC);*

4. *Pursuant to section 81 of the Planning and Development Act 2005, refer Local Planning Scheme Amendment No. 22 to the Environmental Protection Authority (EPA); and*

5. *Pursuant to clause 47 of the Planning and Development (Local Planning Schemes) Regulations 2015, give public notice with a public submission period of no less than 42 days.*

This report seeks to fulfil the requirements of Clause 50 (3) of the *Planning and Development (Local Planning Schemes) Regulations 2015* (the Regulations) by returning the proposal to Council for final consideration to support, modify or not support Amendment No. 22 to Local Planning Scheme No. 9 after considering the submissions received.

The site is located on the corner of Bennies Road and Cowalla Road, with a total land area of 97.46 hectares. The property is fragmented by Bennies Road which results in two distinct land parcels, being a portion of land north of Bennies Road (25 hectares) and a portion of land south of Bennies Road (72 hectares). The central portion of the site contains a single house and incidental farm buildings used in conjunction with a vineyard, which was approved by Council on 8 July 1999 with further additions being approved under delegation on 16 May 2003.

The Amendment will facilitate subdivision of the site into three lots, comprising one lot north of Bennies Road and two lots south of Bennies Road.

A request to rezone the property was submitted to the Shire in 2015 to allocate a general rural code of 'GR20' over the entire site. The proposed rezoning would have facilitated subdivision of the site into four lots, including one lot of 25 hectares north of Bennies Road and three lots ranging in size from 22 to 25 hectares south of Bennies Road. In January 2016, the Shire advised the landowner that it would be unlikely to support lot sizes of 20 hectares but may be prepared to support lots in the order of 40 hectares (GR40).

The 'GR40' code would allow the site to be subdivided into two lots, however one lot would straddle Bennies Road with a 25-hectare portion of land to the north being fragmented from the balance portion of land to the south. To avoid a lot straddling Bennies Road, the proposal would allow the site to be subdivided into three lots, pursuant to the 'GR20' and 'GR30' codes.

It should be noted that the applicant amended their submission to reflect the resolution of Council which sought to clarify the land being included under Schedule 10 of LPS 9 and the associated conditions of support. It should also be noted that the details of the proposal itself have not been modified. The administrative changes were incorporated into the bundle of documents which formed part of the advertising process.

The applicant's proposal is provided as **Appendix 13.6.1.**

COMMENT

Stakeholder Consultation

The proposed amendment was referred to the Environmental Protection Authority (EPA) on 11 January 2021. The EPA provided the following comment:

"Referral Examined, Preliminary Investigations and Inquiries Conducted. Scheme Amendment Not to be assessed under Part IV of EP Act. No Advice Given. (Not Appealable)."

The proposed scheme amendment was therefore advertised to surrounding landowners and State agencies, published on the Shire's website and a development sign placed on the verge of the property for a period of 42 days in accordance with clause 47 of the Regulations. The Shire received five submissions from State agencies, three in support and one opposed to the amendment.

The Department of Primary Industries and Regional Development (DPIRD) objects to the proposal for the following reasons:

- *"DPIRD supports the intentions of the State Planning Policy 2.5 - Rural Planning (SPP 2.5), which states that the creation of new rural lots through ad hoc, unplanned subdivision is inconsistent with its objectives;*

- *While Priority Agricultural Land has not been identified for the Shire of Gingin, DPIRD's soil-landscape mapping shows that the property is dominated by the Spearwood soil-landscape system, with soils identified as having moderate to high capability for intensive agricultural development. Horticulture is a major land use around Lot 100, reflecting the desirability of these soils for agricultural production."*

A copy of the Schedule of Submissions and Recommended Responses is provided as **Appendix 13.6.2.**

A copy of the applicant's response to the submissions received is provided as **Appendix 13.6.3**.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

This report does not seek to duplicate the earlier assessment of Amendment No. 22 against the applicable planning framework, which can be viewed as part of the report (Item 11.3.7) within the Minutes from the Council meeting held on 15 December 2020.

Planning and Development (Local Planning Schemes) Regulations 2015 (the Regulations)

Relevant clauses under the Regulations are outlined below:

"49. Submissions on standard amendment

(1) A submission on a standard amendment to a local planning scheme must -
- *(a) Be made in writing to the relevant local government in a form approved by the Commission; and*
- *(b) State the name and address of the person making the submission; and*
- *(c) Include a statement about the capacity in which the person makes the submission.*

(2) A local government must acknowledge in writing the receipt of each submission received by it."

Officer Comment:

The submissions received satisfy the abovementioned criteria and have therefore been accepted.

"50. Consideration of submissions on standard amendments

(3) Before the end of the consideration period for a standard amendment to a local planning scheme, or a later date approved by the Commission, the local government must pass a resolution -
- *(a) To support the amendment without modification; or*
- *(b) To support the amendment with proposed modifications to address issues raised in the submissions; or*
- *(c) Not to support the amendment.*

Officer Comment:

In considering DPIRD's comments, the officer notes the general intent of SPP 2.5. In this instance, the officer is seeking to balance the advice provided to the landowner in 2015 against the applicable planning framework. The officer is of the view that the proposed dual coding proposed as part of this amendment enables a logical subdivision layout that is not dissected by Bennies Road and retains environmental attributes of the site.

The applicant has demonstrated that the water entitlement held by the landowner (50,000kl) is adequate to support the existing orchard, with sufficient surplus (13, 500kl) to support two additional small-scale commercial/domestic hobby farms which the resultant land area would cater for.

Summary

The officer recommends referring the proposed amendment without modifications to the West Australian Planning Commission (WAPC) for consideration in accordance with Clause 50 (3) (a) of the Regulations.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development Act (2005)

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Gingin Local Planning Scheme No.9

Shire of Gingin Local Planning Strategy 2012

State Planning Policy No. 2.5 – Rural Planning

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development.
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes.
Key Service Area	Strategic Town Planning.
Priorities	3.1.1 Support strategies that facilitate commercial development.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Balcombe

That Council:

1. **Accept the submissions received during the advertising period and endorse the recommended response.**

2. **Pursuant to Clause 50 (3) (a) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, support Amendment No. 22 to Local Planning Scheme No. 9 to introduce into Schedule 10 – General Rural (coded) zones the following:**

No.	Description of Lands	Conditions
2	Lot 100 (1492) Bennies Road, Cowalla	1. The portion of land north of Bennies Road being zoned 'General Rural 20' and the portion of land south of Bennies Road being zoned 'General Rural 30'. 2. The subdivision lot layout is to retain remnant vegetation located on the site and is to generally accord with the subdivision concept plan (GR20/GR30) forming part of Amendment No. 22.

3. Pursuant to Clause 53 of the *Planning and Development (Local Planning Schemes) Regulations 2015,* refer proposed Amendment No. 22 to Local Planning Scheme No. 9 to the Western Australian Planning Commission (WAPC) for consideration.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Court, Councillor Johnson, Councillor Lobb, Councillor Morton, Councillor Vis*

AGAINST: *Nil*

Administrative Note: *An administrative error was identified in Part 2 of the Officer's Recommendation, in that Condition 1 showed the portion of land north of Bennies Road being zoned as 'General Rural 30' and the portion of land south of Bennies Road being zoned 'General Rural 20'. This was incorrect, and the recommendation should have identified the land north of Bennies Road being zoned as 'General Rural 20' and the land south of Bennies Road being zoned as 'General Rural 30'. This error was corrected at the Council meeting prior to Council voting on the matter.*

PLANNING AND DEVELOPMENT ACT 2005

RESOLUTION TO AMEND A LOCAL PLANNING SCHEME

SHIRE OF GINGIN LOCAL PLANNING SCHEME No.9
AMENDMENT No. 22

Resolved that the Local Government, pursuant to Section 75 of the Planning and Development Act 2005, amend the above Local Planning Scheme by:

1. Amending Schedule 10 – General Rural (Coded) Zones by inserting a new entry for Lot 100 (No.1492) Bennies Road, Cowalla, as follows:

No.	Description of Land	Conditions
2	Lot 100 (No.1492) Bennies Road, Cowalla	1. The portion of land north of Bennies Road being zoned 'General Rural - GR 30' and the portion of land south of Bennies Road being zoned 'General Rural – GR 20'. 2. The subdivision lot layout is to retain remnant vegetation located on the site and is to generally accord with the subdivision concept plan (GR20/GR30) forming part of Amendment No. 22.

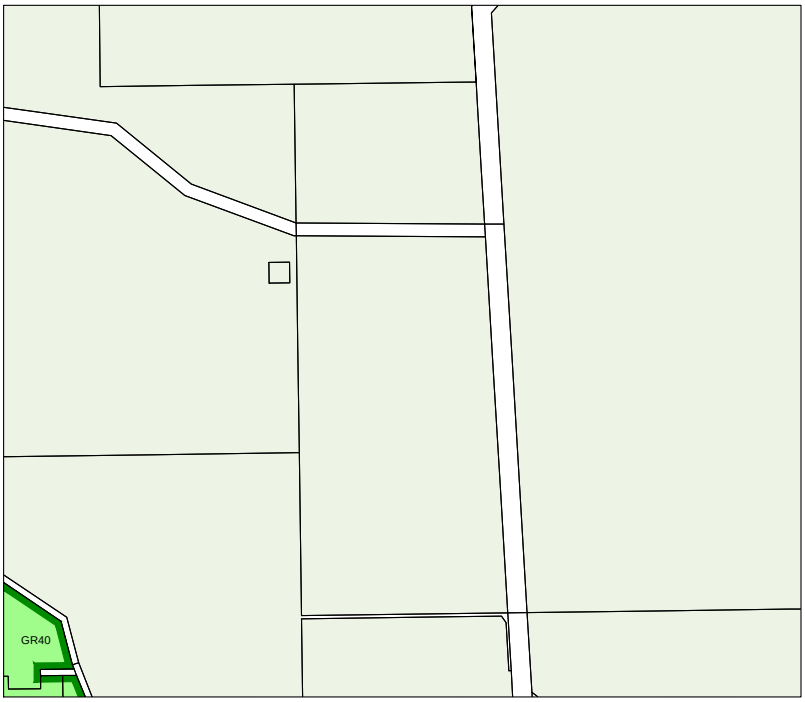
2. Amending the Scheme Map by including Lot 100 (No.1492) Bennies Road, Cowalla in the General Rural – Coded zone and allocating General Rural codes of GR20 over the portion of the land north of Bennies Road and GR30 over the portion of the land south of Bennies Road, as shown on the attached Scheme Map.

This Amendment is a standard amendment in accordance with the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the following reasons:

3. The Amendment is consistent with a Local Planning Strategy for the Scheme that has been endorsed by the Commission;
4. The Amendment will have minimal impact on land in the Scheme Area that is not the subject of the amendment; and
5. The amendment is not a complex or basic amendment.

SHIRE OF GINGIN
LOCAL PLANNING SCHEME No.9
AMENDMENT No.22

EXISTING SCHEME MAP



LEGEND

LOCAL SCHEME RESERVES

Roads

LOCAL SCHEME ZONES

General Rural

General Rural - Coded

N

500m

0m 1km

PROPOSED SCHEME MAP



LEGEND

LOCAL SCHEME RESERVES

Roads

LOCAL SCHEME ZONES

General Rural

General Rural - Coded

N

500m

0m 1km

COUNCIL ADOPTION

This Standard Amendment was adopted by resolution of the Council of the Shire of Gingin at the Ordinary Meeting of the Council held on the 15th day of December 2020.

MAYOR/SHIRE PRESIDENT

CHIEF EXECUTIVE OFFICER

COUNCIL RESOLUTION TO ADVERTISE

This Standard Amendment was adopted for the purpose of advertising by resolution of the Council of the Shire of Gingin at the Ordinary Meeting of the Council held on the 15th day of December 2020.

MAYOR/SHIRE PRESIDENT

CHIEF EXECUTIVE OFFICER

COUNCIL RECOMMENDATION

This Amendment is recommended for approval by resolution of the Shire of Gingin at the Ordinary Meeting of the Council held on the _____ day of _____ and the Common Seal of the Shire of Gingin was hereunto affixed by the authority of a resolution of the Council in the presence of:

MAYOR/SHIRE PRESIDENT

CHIEF EXECUTIVE OFFICER

WAPC RECOMMENDATION FOR APPROVAL

DELEGATED UNDER SECTION 16 OF THE
PLANNING AND DEVELOPMENT ACT 2005

DATE

APPROVAL GRANTED

MINISTER FOR PLANNING

DATE

SHIRE OF GINGIN LOCAL PLANNING SCHEME No.9
AMENDMENT No. 22

AMENDMENT REPORT

1.0 Introduction

This Scheme Amendment Report has been prepared by Stewart Urban Planning on behalf of the G. Longo Family Trust, representing the registered proprietor of the land situated at Lot 100 (No.1492) Bennies Road, Cowalla ('site').

The purposes of Amendment No.22 to Shire of Gingin ('Shire') Local Planning Scheme No.9 ('LPS9') are to:

- Rezone the site from 'General Rural' to 'General Rural – Coded';
- Allocate general rural codes of 'GR20' over the portion of the site north of Bennies Road and 'GR30' over the portion of the site south of Bennies Road; and
- Introduce a new provision in Schedule 10 of LPS9 for retention of vegetation on the site.

The Amendment will facilitate subdivision of the site into three lots, comprising one lot north of Bennies Road and two lots south of Bennies Road.

This Scheme Amendment Report describes the proposal in further detail and demonstrates the proposed rezoning is consistent with the orderly and proper planning of the locality. The Scheme Amendment Report is accompanied by the following technical reports:

- Bushfire Management Plan; and
- Water Allocation Advice.

2.0 Background

A request to rezone the site was submitted to the Shire in 2015 for the purpose of including the site in the 'General Rural – Coded' zone and allocating a general rural code of 'GR20' to the entire site. The proposed rezoning would have facilitated subdivision of the site into four lots, including one lot of 25 hectares north of Bennies Road and three lots ranging in size from 22 to 25 hectares south of Bennies Road. In January 2016, the Shire advised that it would unlikely support lot sizes of 20 hectares ('GR20') but may be prepared to support lots in the order of 40 hectares ('GR40').

The 'GR40' code would allow the site to be subdivided into two lots, however, one lot would straddle Bennies Road with a 25 hectare portion to the north and the balance portion to the south. To avoid a lot straddling Bennies Road, a proposal to allow the site to be subdivided into three lots, pursuant to the 'GR20' and 'GR30' codes, was presented to the Shire's Elected Members in June 2018. The concept plan presented to the Shire showed one lot of 25 hectares north of Bennies Road and two lots of 32 and 40 hectares south of Bennies Road. The proposed Amendment gives effect to the 'GR20' and 'GR30' proposal presented to the Shire in 2018.

3.0 Subject Site

Location

The site is located at the corner of Bennies Road and Cowalla Road, Cowalla.

Refer Figure 1 – Location Plan.

The locality is characterised by agriculture, horticulture, tourism and rural living uses. Moore River is located 3 kilometres to the west, while the Moore River Nature Reserve is 3 kilometres to the east. A trigonometrical station is situated to the west of the site on Reserve 11922, while the property to the south-west is occupied by the 'Back to Nature' Caravan Park.

Site Description

The site is located on the west side of Cowalla Road and has a total area of 97.46 hectares. The site is severed by Bennies Road and comprises two distinct parcels: the portion north of Bennies Road being 25 hectares and the portion south of Bennies Road being 72 hectares. The site is legally described as Lot 100 on Plan 27736, held on Certificate of Title Volume 2565 Folio 397.

Site Characteristics

The northern and southern portions of the site are vacant while the portion immediately south of Bennies Road is occupied by an existing house, vineyards and a dam. The site rises gradually from a level of 65 metres AHD at its northern boundary to a high point of 105 metres near the south-east corner. The site is predominantly parkland cleared with remnant vegetation remaining in three distinct locations: north of Bennies Road adjacent to Cowalla Road, midway along the site's western boundary, and near the site's southern boundary at the highest part of the site.

Refer Figure 2 – Site Plan.

Services

The site has access to power and water. The owner is the Licensee of Groundwater Licence No.111003, which allocates 50,000 kilolitres of groundwater per annum. To reduce groundwater extraction, rainwater tanks and a small dam provide a source of rainwater during winter.

4.0 Subdivision Concept

The proposed Amendment will enable the site to be subdivided into three lots. The portion of the site north of Bennies Road will be held in a lot of 25 hectares. The central portion containing the existing dwelling will be held on a lot of 40 hectares, while the southern portion will be held on a lot of 32 hectares. Bennies Road represents an existing physical barrier that acts as a logical boundary for the northern lot. The proposed boundary between the lots south of Bennies Road has been positioned to align with an existing fire break to the west and avoid a pocket of remnant vegetation on the site. Due to the presence of surface limestone and the steeper topography, it is intended that the area of remnant vegetation on each lot be retained and conserved.

With lot sizes ranging from 25 to 40 hectares, each lot will be capable of being used for domestic scale rural pursuits (hobby farms), such as horticulture, viticulture and keeping of animals. Each lot will have access to a sufficient supply of water to sustain these uses.

Refer Appendix 1 - Water Allocation Advice.

5.0 Town Planning Considerations

Local Planning Scheme

Zoning

The site and adjacent properties are zoned 'General Rural' under LPS9.

Land to the west and south-west, in the vicinity of Moore River, is zoned 'General Rural - Coded', with the predominant coding being 'GR40'. A small area on the north side of Bennies Road, abutting Moore River, is coded 'GR30', while two existing rural smallholding areas to the south-east of the site, either side of Cowalla Road, are coded 'GR20'.

Refer Figure 3 – Existing LPS9 Zoning Map.

The Objectives of the 'General Rural' zone are to:

a) *manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*
b) *encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*
c) *maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*
d) *provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone*

Land Use

Various rural and compatible non-rural uses are permissible in the 'General Rural' zone, including Rural Pursuit, which is a permitted ('P') use. The central portion of the site is presently used for rural pursuit / hobby farm purposes (i.e. viticulture).

Development Standards

Clause 4.8.6 of LPS9 contains development standards specific to the 'General Rural' zone, as summarised in the table below.

Development Standard	**Response**
Minimum Lot Sizes: • GR20 20 hectares • GR30 30 hectares	The Scheme Amendment proposes to include the land in the 'General Rural – Coded' zone and allocate a 'GR20' code over the portion of the site north of Bennies Road and 'GR30' over the portion south of Bennies Road. The Subdivision Concept Plan accompanying the Scheme Amendment demonstrates the site is capable of being subdivided in accordance with the minimum lot sizes applicable to the 'GR20' and 'GR30' codes.
Development of Single Houses	The Scheme Amendment will allow the land to be subdivided into three lots consistent with the proposed GR Codes, with each lot capable of being developed with a Single House and used for rural pursuit (hobby farm) purposes by the occupants.

Water Supply	As demonstrated in the Water Allocation Advice, each lot is capable of being provided with an adequate supply of water to sustain a Single House and associated Rural Pursuits.
Vegetation	Existing areas of remnant vegetation are proposed to be retained, with one area on each proposed lot.
Siting of Buildings	The Subdivision Concept Plan nominates building envelopes for each proposed lot. The building envelopes take into account existing pockets of vegetation, bushfire management requirements, and setbacks to boundaries. The location of buildings will not have a detrimental impact on natural vegetation or the visual landscape amenity of the area.
Keeping of Animals	Each proposed lot is of sufficient size to allow for keeping / grazing of animals in accordance with recommended stocking rates, noting the intent of the Scheme Amendment is to allow the land to be used for Rural Pursuits (hobby farms) on a domestic scale.
Structure Plan	Given the small scale of the proposed Scheme Amendment and subsequent subdivision of the land, it is not considered necessary to prepare a Structure Plan. The proposed Scheme Amendment includes technical information demonstrating all relevant issues are capable of being addressed at the subdivision / development stage, including bushfire management, protection of vegetation, building envelopes and access.

Special Control Areas

The site is not within any Special Control Area under LPS9 with respect to:

- River Environs;
- Public Drinking Water Source Areas;
- Basic Raw Materials Areas;
- Wastewater Infrastructure Buffer Areas; or
- Development Contribution Areas.

Local Planning Strategy

The Shire has prepared a Local Planning Strategy ('Strategy') to guide the long-term planning direction of the Shire over the next 15 to 20 years.

Local Profile

The Strategy contains a Local Profile of the Shire and includes the following commentary on the Millbrook Rural Estate.

> *The Shire has an extensive historical pattern of smaller rural lots (ranging in size from 10 to 40 hectares) concentrated along the Moore River and Gingin Brook. In addition, several rural smallholding subdivisions for horticulture have occurred under the previous draft Gingin Local Rural Strategy 1994, principally to the south west of the Gingin townsite. The Strategy supported the subdivision and development of land in certain areas for horticultural purposes, mainly based on land capability, water availability and relationship with other rural uses. This method for identifying and justifying proposals for horticultural subdivision has been questionable in terms of the land capability information, reflection of modern agricultural practices, changing market demands for type/scale of produce, water availability, and ability to clear land.*

To avoid these potential threats to the rural land resource, a more strategic approach to rural subdivision within the Shire of Gingin is required. A strategic approach to planning for the Shire's rural land resources must acknowledge demand for a variety of rural lot sizes, and ensure that if rural subdivision does occur, it occurs only in defined areas.

The historic pattern or rural smallholdings along the Moore River and Gingin Brook provides a logical basis for a strategic approach to rural land sizes. These existing areas of smaller rural holdings are ideally suited for rationalisation and consolidation, based on prevailing lot size, and graduating from smaller to larger at the interface with the broad acre rural/agricultural land and acknowledging the potential for some limited further rural subdivision given that:

- *these areas are already largely fragmented and hence further subdivision would not result in fragmentation of broad acre rural land;*
- *historically, these areas have proven to be attractive for rural small holdings; and*
- *these areas have access to the major road networks in the locality.*

Rural land outside of these defined areas should be protected from further fragmentation, and there is a general presumption against subdivision of any other rural in the Shire.

The Strategy

Chapter 3 sets out the strategic planning framework for the Shire, which includes the following Objectives with respect to Rural Living and Rural Smallholdings:

- *Ensure that planning for rural living precincts addresses essential and community services, land management, and vegetation fragmentation and loss;*
- *Protect and support existing horticulture and rural small holdings enterprises along the Moore River and Gingin Brook;*
- *Protect the rural land in order to provide for a wide range of land uses associated with primary production; and*
- *Limit new settlement in rural areas.*

The Strategy contains Policy Positions and Actions to achieve these Objectives, including:

- Limiting the expansion of rural living development to existing areas and those identified on the Strategy Map;
- Opposing subdivision and fragmentation of rural land that is not included in the coding mechanism for rural smallholdings under LPS9, unless provided for by WAPC policy;
- Establishing a coding mechanism under LPS9 which:
  - Limits the subdivision of rural land;
  - Recognises the established pattern of rural smallholdings adjacent to Moore River;
  - Recognises that the full extent of the rural smallholdings area under the Strategy will not be realised immediately;
  - Has due regard to prevailing lot sizes in the locality;
  - Provides for rural lot sizes that graduate generally from smaller to larger at the interface with rural / agricultural land; and
  - Has due regard to land capability, physical constraints and protection / improvement of environmental attributes.

- Where ad hoc rezoning proposals are made, and in considering subdivision proposals for rural land, the Shire will consider whether the proposal:
  - Is consistent with the objectives of State Planning Policy;
  - Is identified in the Strategy as being suitable for rural smallholdings;
  - Represents a logical extension of an existing rural residential or GR coded area;
  - Is supported by demonstrated demand and justified in terms of achieving productive use of rural land and / or environmental benefit;
  - Has the ability to provide all necessary services; and
  - Is supported by an Outline Development Plan which resolves any relevant issues (i.e. vegetation protection, bushfire risk management, landscape amenity, water supply, buffer requirements, site-specific management controls).

Response to Strategy

The Scheme Amendment is consistent with the Shire's Strategy. The site is within the area set aside for Rural Smallholdings to allow for the progressive expansion of the Millbrook Rural Estate.

Refer Figure 4 – Local Planning Strategy Map.

The Scheme Amendment will allow the site to be subdivided into three lots consistent with the established settlement pattern east of Moore River. To the west of Millbank Rural Estate is the Gnangara-Moore River State Forest, preventing expansion westward. The majority of Millbank Rural Estate is located between Moore River and Cowalla Road, with a portion situated to the east of Cowalla Road near Beermullah Road West. A significant amount of land is already zoned 'General Rural – Coded' and the proposal represents a logical expansion of this zone in an eastward direction, noting the site is on west side of Cowalla Road.

There are only three lots between the site and existing general rural coded land to the west. None of these lots are used for agriculture. The lot abutting the northern portion of the site is owned by Conserva Pty Ltd, suggesting the lot has potentially been set aside for conservation purposes, while the lot to south-west is occupied by a small caravan park.

No land use conflicts arise as a result of the Scheme Amendment. Land to the west is not used for agriculture, while the site to the south-west is used for tourism purposes. Agriculture is carried out on the land to the north and east, however, current activities are limited to broadacre farming. The Scheme Amendment will facilitate the subdivision of the site into three lots, all of which are of sufficient size to ensure future habitable buildings are setback a sufficient distance from abutting agricultural land.

The accompanying Bushfire Management Plan demonstrates the future subdivision of the site is capable of satisfying the relevant provisions of State Planning Policy 3.7 – Planning in Bushfire Prone Areas ('SPP3.7'), while the accompanying Water Allocation Report confirms sufficient water is available to support domestic-scaled rural pursuits (hobby farms), noting the central portion of the site is already used for this purpose.

The site is not within a Water Source Protection, Priority Agricultural or Basic Raw Materials area, and there are no natural surface water courses or other environmental attributes on the land.

The Scheme Amendment will also provide an opportunity to establish small-scale eco-tourism uses on the site, given the rural landscape qualities of the locality and the proximity of conservation reserves and the natural resource of Moore River. The Scheme Amendment also provides a mechanism to protect the remaining areas of remnant vegetation on the site, to further enhance the landscape qualities of the area.

State Planning Policies

State Planning Policy 2.5 – Rural Planning

The Objectives of State Planning Policy 2.5 – Rural Planning ('SPP2.5') are:

a) *support existing, expanded and future primary production through the protection of rural land, particularly priority agricultural land and land required for animal premises and/or the production of food;*
b) *provide investment security for existing, expanded and future primary production and promote economic growth and regional development on rural land for rural land uses;*
c) *outside of the Perth and Peel planning regions, secure significant basic raw material resources and provide for their extraction;*
d) *provide a planning framework that comprehensively considers rural land and land uses, and facilitates consistent and timely decision-making;*
e) *avoid and minimise land use conflicts;*
f) *promote sustainable settlement in, and adjacent to, existing urban areas; and*
g) *protect and sustainably manage environmental, landscape and water resource assets.*

SPP2.5 contains a set of Policy Measures to achieve the above Objectives. The Policy Measures relevant to this Scheme Amendment are as follows:

- Protection of Rural Land / Rural Uses;
- Rural Living;
- Rural Lots created under Exceptional Circumstances;
- Regional Variation, Economic Opportunities and Regional Development;
- Animal Premises;
- Intensive Agriculture;
- Managing and Improving Environmental and Landscape Attributes; and
- Preventing and Managing Impacts in Land Use Planning.

The table below summarises how the proposed Scheme Amendment responds to the relevant Policy Measures in SPP2.5.

Policy Measure	Relevant Provisions
Protection of Rural Land and Land Uses	The site is identified for Rural Smallholdings under the Strategy. The site is not within a Priority Agricultural area and not used for broadacre farming or extensive agricultural purposes. The site is not within a Water Source Protection Area and does not have any landscape amenity values, environmental attributes or natural features worthy of protection, except for isolated areas of remnant vegetation which will be retained. The Scheme Amendment is consistent with Development Control Policy 3.4: Subdivision of Rural Land (refer below).

	The Scheme Amendment will not result in the creation of smaller lots on an unplanned or ad hoc basis. The Strategy identifies the site as being suitable for Rural Smallholdings and the proposed 'GR20' and 'GR30' codes will allow for the creation of lots that are consistent with prevailing lot sizes in existing nearby coded areas. The site is large enough to locate future dwellings a sufficient distance from nearby agricultural uses to avoid land use conflicts.
Rural Living	The Scheme Amendment will allow the land to be subdivided to create three rural living lots suitable for small-scale hobby farms. The site is in an area identified for Rural Smallholdings under the Strategy. This is an established rural living precinct that satisfies the rural living provisions in SPP2.5 for the following reasons: • The precinct does not conflict with primary production on nearby rural land; • The precinct avoids priority agricultural land; • The Strategy acknowledges the full extent of rural smallholdings in the Millbank Rural Estate may not be realised immediately but will progress commensurate with demand; • The area is not required for urban purposes. While the precinct is not located adjacent to an existing urban area, it is an established precinct located midway between the townsites of Lancelin and Gingin and enjoys a reasonably high level of access to these townsites as well as to the coastal settlements and associated facilities and services. • The Scheme Amendment will facilitate subdivision of the site into three lots, each of which will have access to a fit-for-purpose domestic potable water supply. • The site has access to an electricity supply. • The site is predominantly cleared of remnant vegetation. Remaining areas of remnant vegetation are proposed to be retained, as depicted on the Subdivision Concept Plan. • The site is not located in a floodway or prone to inundation. • The site is not subject to a buffer separation distance and the existing and future dwellings will be located a sufficient distance from adjoining land to avoid any land use conflicts. Indicative building envelopes are depicted on the Subdivision Concept Plan, with the precise location to be resolved at the Subdivision Application stage. • The site is serviced by sealed constructed roads. • The Scheme Amendment is accompanied by a Bushfire Management Plan prepared in accordance with SPP3.7.
Rural Lots created under Exceptional Circumstances	The Scheme Amendment proposes to rezone the site from 'General Rural' to 'General Rural – Coded', consistent with the Strategy for land earmarked for Rural Smallholdings east of the Millbank Rural Estate. It is not therefore considered that the Scheme Amendment, upon gazettal, will result in the subdivision of rural land. Further discussion of Development Control Policy 3.4 is provided below.

Regional Variation, Economic Opportunities and Regional Development	The Scheme Amendment will facilitate subdivision of the site into three lots, suitable for use as small-scale (domestic) hobby farms. The Scheme Amendment will support the growth and development of rural smallholdings adjacent to the Millbank Rural Estate, together with associated tourism and recreation opportunities.
Animal Premises	The site is not presently used, or intended to be used, for the purpose of an animal premises, defined in SPP2.5 as including abattoirs and animal husbandry – intensive.
Intensive Agriculture	The site is not presently used, or intended to be used, for intensive agriculture (i.e. commercial production of produce). However, the Scheme Amendment is intended to facilitate the subdivision of the site into three lots that will be suitable for use as small-scale (domestic) hobby farms.
Managing and Improving Environmental and Landscape Attributes	The majority of the site is parkland cleared with remaining areas of remnant vegetation proposed to be retained, as depicted on the Subdivision Concept Plan. The Scheme Amendment presents an opportunity for the site to be used for hobby farm purposes. This will present opportunities to not only establish hobby farms but to implement conservation and rehabilitation measures, such as tree planting, thereby stabilising the land and enhancing its landscape attributes.
Preventing and Managing Impacts in Land Use Planning	The site is adjacent to the Millbank Rural Estate under the Strategy and already considered suitable for Rural Smallholidngs. The site is not located adjacent to any incompatible land uses and is of sufficient size to ensure future dwellings are located a sufficient distance from any future intensive agricultural uses. For example, in accordance with the Environmental Protection Authority's 'Guidance for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses', a minimum buffer separation distance of 300 metres applies to broadacre market gardens. The proposed lots are of sufficient size to ensure future dwellings are located at least 300 metres from the site boundaries, to reduce potential land use conflicts in the event of abutting land being used for intensive agricultural purposes.

State Planning Policy 3.7 – Planning in Bushfire Prone Areas

The majority of the site is not within a declared Bushfire Prone Area. The western and eastern boundaries of the site abut areas of remnant vegetation and are within a declared Bushfire Prone Area, as are the two areas of remnant vegetation within the site. Accordingly, the Scheme Amendment is accompanied by a Bushfire Management Plan, prepared in accordance with the requirements of SPP 3.7. The Bushfire Management Plan demonstrates the future subdivision of the site is capable of satisfying the SPP3.7 Guidelines for Planning in Bushfire Prone Areas ('Guidelines').

All future habitable structures are capable of achieving a Bushfire Attack Level of BAL-12.5, provided a 20 metre Asset Protection Zone is established around each habitable structure and a minimum setback of 35 metres is achieved to Class B Woodlands. The Bushfire Management Plan shows indicative envelopes for existing and proposed buildings and confirms that Asset Protection Zones can be achieved without clearing existing areas of vegetation.
In addition, the Bushfire Management Plan notes the following:

- The site is serviced by at least two access routes, leading to two different destinations, constructed to the standard required by the Guidelines;
- A fire truck turnaround area is required to be provided within each building envelope, to the standard of construction required by the Guidelines; and
- The site is not within a reticulated area, meaning the proposed lots will need to be provided with water tanks for firefighting purposes, to the minimum capacity stated in the Guidelines.

The Subdivision Application will be accompanied by an updated Bushfire Management Plan demonstrating the subdivision is capable of satisfying SPP3.7 and the Guidelines.

Development Control Policies

Development Control Policy 3.4 – Subdivision of Rural Land

The WAPC's Development Control Policy 3.4 – Subdivision of Rural Land ('DCP3.4') is an operational policy to guide the subdivision of rural land to achieve the Objectives of SPP2.5.

DCP3.4 indicates that the subdivision of rural land for rural living purposes must be properly planned through the preparation and endorsement of strategies and schemes and be zoned accordingly. The site is identified for Rural Smallholdings under the Shire's endorsed Strategy and the proposed Scheme Amendment will include the land in the Genera Rural – Coded zone and allocate codes of 'GR20' and 'GR30'. The subdivision of the land in accordance with the Subdivision Concept Plan to create three lots ranging in size from 25 to 40 hectares will therefore be consistent with the Shire's endorsed Strategy and the proposed Scheme Amendment.

DCP3.4 also sets out exceptional circumstances under which rural subdivision may be considered, including subdivision based on "significant physical divisions". As stated in Clause 6.1 of DCP3.4:

> *The existing physical division of a lot by a significant natural or constructed feature may be formalised through subdivision. The physical division in itself however, does not warrant the creation of additional or smaller lots. A significant physical division would include, but not be limited to, a controlled access highway or a river but would not generally include minor barriers such as rural roads or creeks that are commonly crossed for farm management purposes.*

The Scheme Amendment is consistent with the Shire's endorsed Strategy, SPP2.5 and the rural living provisions of DCP3.4. Accordingly, the Scheme Amendment does not rely upon the "significant physical division" clause of DCP3.4. However, the site is presently severed by Bennies Road, which is an important east-west road linking Indian Ocean Drive and Cowalla Road. Bennies Road is identified in the Strategy as a 'Local Road' and serves an important function of connecting the coastal settlements with the inland rural communities and Gingin townsite.

The subdivision of land into lots that straddle significant natural or constructed features is not consistent with orderly and proper planning. The northern portion of the site is not presently used to the same level of intensity as the southern portion, which can partly be attributed to the presence of Bennies Road. If the isolated northern portion continued to form part of a larger lot straddling Bennies Road, it would unlikely be used to its highest and best potential in the future.

There is no planning benefit to be gained by coding the entire site 'GR40' or 'GR30'. These codes would allow the land to be subdivided into two or three lots, respectively, but result in a highly undesirable situation of a new lot straddling Bennies Road, similar to the current situation.

Refer Figure 5 - GR40 Subdivision Concept Plan.

To avoid this outcome, the Scheme Amendment proposes to introduce the 'GR20' code over the portion of the site north of Bennies Road and 'GR30' over the portion south of Bennies Road. This will enable the portion of the site north of Bennies Road to be held on a separate lot, with two additional lots created over the balance portion of the site south of Bennies Road.

Refer Figure 6 - GR20 / GR30 Subdivision Concept Plan.

For these reasons, it is considered the Scheme Amendment is consistent with DCP3.4.

6.0 Conclusion

Lot 100 (No.1492) Bennies Road, Cowalla is within the 'General Rural' zone under LPS9.

The site has an area of 97 hectares, including 25 hectares north of Bennies Road and 72 hectares south of Bennies Road. The majority of the site has been cleared of remnant vegetation. The central portion of the site is presently used for hobby farm purposes. The surrounding area is characterised by agriculture, horticulture, tourism and rural living uses.

The Amendment proposes to include the site in the 'General Rural – Coded' zone and allocate general rural codes of 'GR20' over the portion of the land north of Bennies Road and 'GR30' over the portion of the land south of Bennies Road, as shown on the Scheme Map. The Amendment will facilitate subdivision of the site into three lots, comprising one lot north of Bennies Road and two lots south of Bennies Road, as depicted in the attached Subdivision Concept Plan.

The site is located to the east of Moore River and is identified in the Local Planning Strategy as being suitable for the establishment of Rural Smallholdings. The Strategy supports the proposed rezoning of the site from 'General Rural' to 'General Rural – Coded', and the Shire has previously provided advice to the owners relating to the most appropriate coding that ought to apply. Therefore, the primary issue that arises with respect to the Scheme Amendment relates to the application of a suitable GR Code that takes into account all relevant planning considerations, including the physical characteristics of the site.

No planning benefit arises if the site were to be coded 'GR40' or 'GR30', as these codes would result in a total of either two or three lots, with the northern lot straddling Bennies Road. The proposal to allocate 'GR20' over the portion north of Bennies Road and 'GR30' over the portion to the south will avoid the undesirable situation of a lot straddling Bennies Road, whilst limiting the total yield to just three lots.

The Scheme Amendment is consistent with the orderly and proper planning of the locality, including the Shire's endorsed Strategy, SPP2.5, SPP3.7 and DCP3.4.

Figures

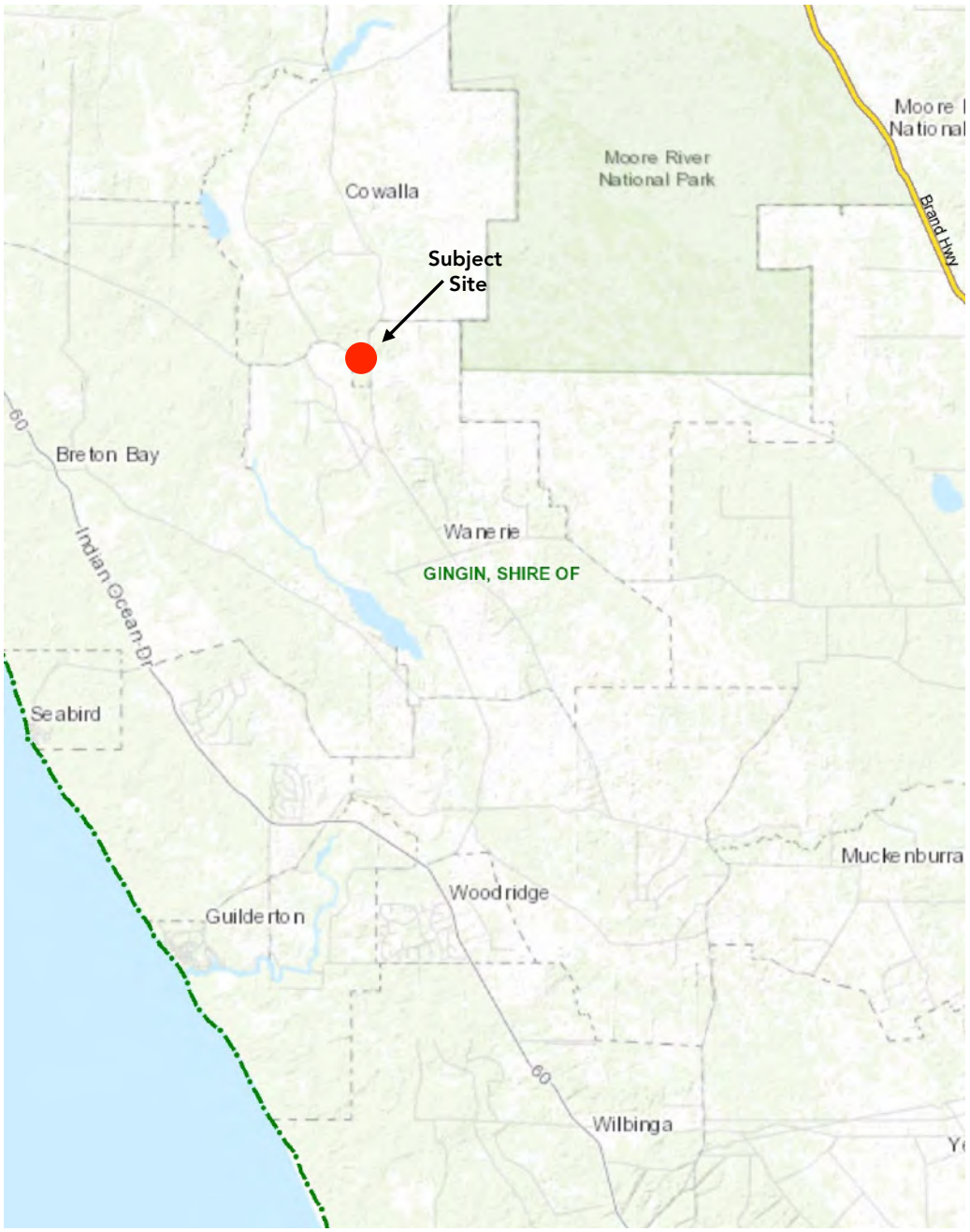


Figure 1 – Location Plan
Lot 100 (No.1492) Bennies Road, Cowalla

Map Source: Landgate

STEWART URBAN PLANNING



Figure 2 – Site Plan
Lot 100 (No.1492) Bennies Road, Cowalla

Map Source: NearMap

STEWART URBAN PLANNING

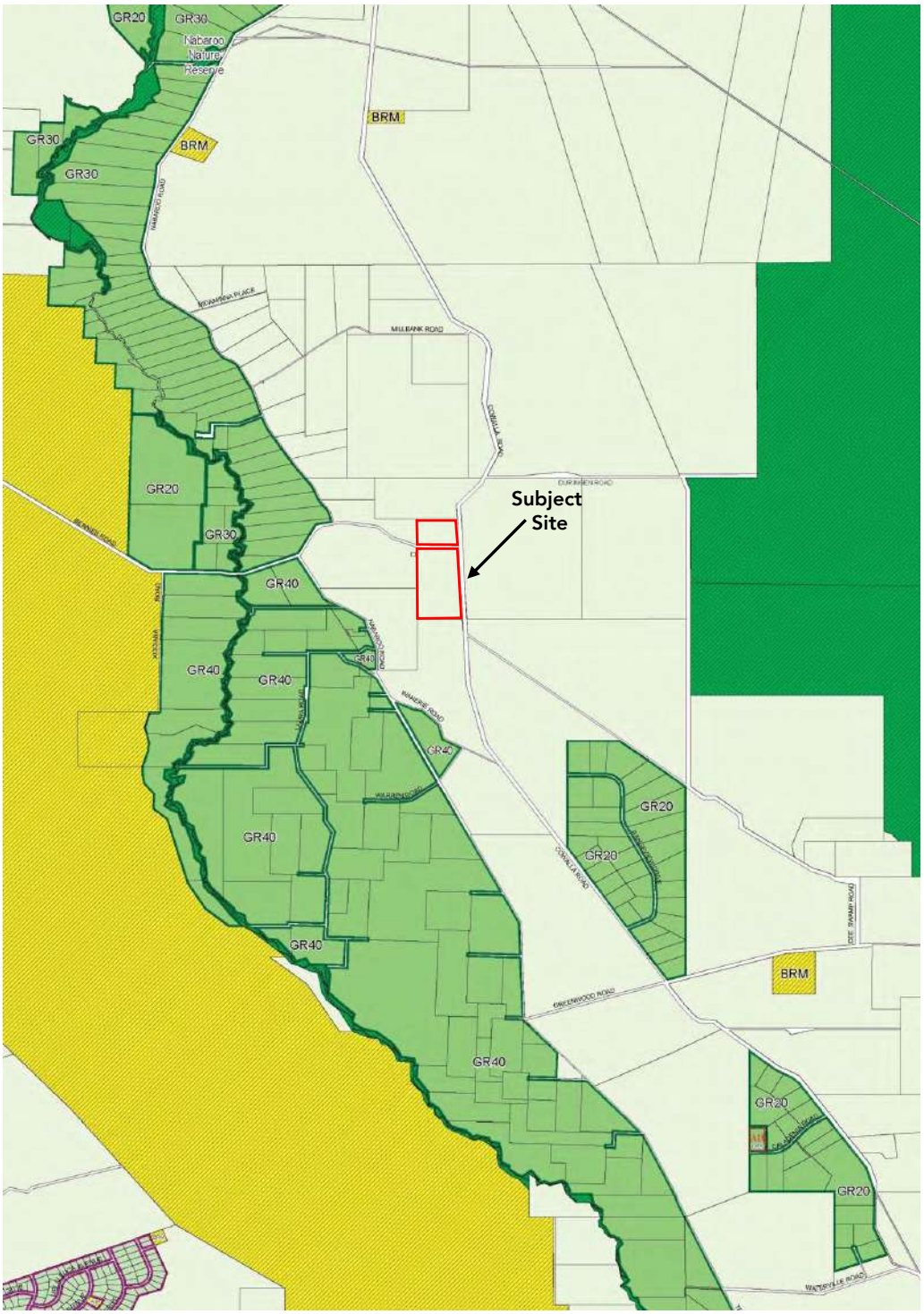


Figure 3 – LPS9 Zoning Map
Lot 100 (No.1492) Bennies Road, Cowalla

Map Source: Department of Planning, Lands & Heritage

STEWART URBAN PLANNING

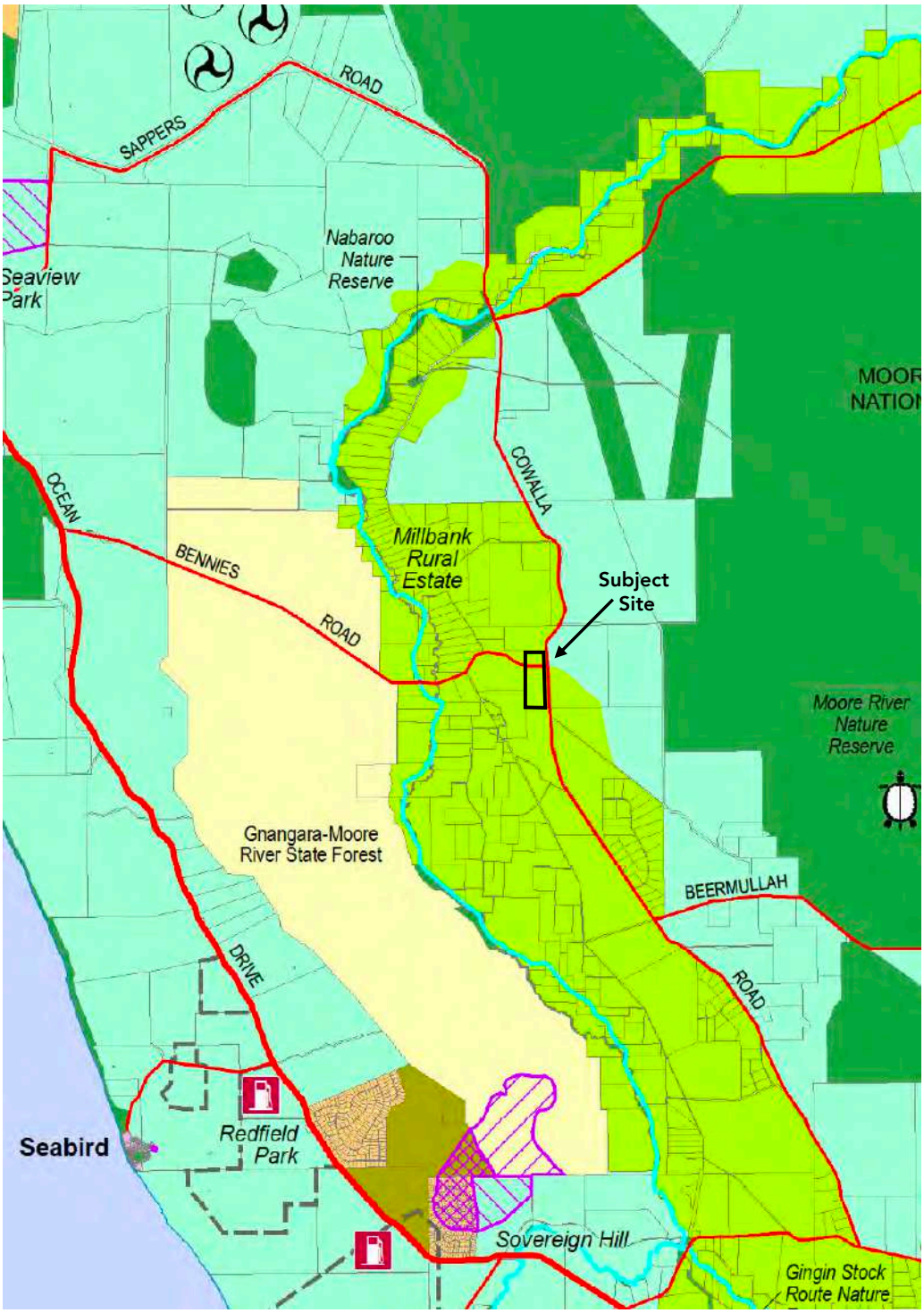


Figure 4 – Local Planning Strategy Map
Lot 100 (No.1492) Bennies Road, Cowalla

Map Source: Shire of Gingin

STEWART URBAN PLANNING



Figure 5 – Subdivision Concept Plan (GR40)
Lot 100 (No.1492) Bennies Road, Cowalla

Map Source: NearMap

STEWART URBAN PLANNING



Figure 6 – Subdivision Concept Plan (GR20/GR30)
Lot 100 (No.1492) Bennies Road, Cowalla

Map Source: NearMap

STEWART URBAN PLANNING

Appendix 1

Bushfire Management Plan

Bushfire management plan/Statement addressing the Bushfire Protection Criteria coversheet

Site address: 1492 Bennies Road, Cowalla

Site visit: Yes ☑ No ☐

Date of site visit (if applicable): Day 9 Month June Year 2019

Report author: Brendan Marsh

WA BPAD accreditation level (please circle):

Not accredited ☐ Level 1 BAL assessor ☐ Level 2 practitioner ☑ Level 3 practitioner ☐

If accredited please provide the following.

BPAD accreditation number: 37413 Accreditation expiry: Month June Year 2020

Bushfire management plan version number: 1

Bushfire management plan date: Day 26 Month November Year 2019

Client/business name: Global Family Trust

	Yes	No
Has the BAL been calculated by a method other than method 1 as outlined in AS3959 (tick no if AS3959 method 1 has been used to calculate the BAL)?		✔
Have any of the bushfire protection criteria elements been addressed through the use of a performance principle (tick no if only acceptable solutions have been used to address all of the bushfire protection criteria elements)?		✔

Is the proposal any of the following (see SPP 3.7 for definitions)?	Yes	No
Unavoidable development (in BAL-40 or BAL-FZ)		✔
Strategic planning proposal (including rezoning applications)		✔
High risk land-use		✔
Vulnerable land-use		✔

None of the above ☑

Note: Only if one (or more) of the above answers in the tables is yes should the decision maker (e.g. local government or the WAPC) refer the proposal to DFES for comment.

Why has it been given one of the above listed classifications (E.g. Considered vulnerable land-use as the development is for accommodation of the elderly, etc.)?

The information provided within this bushfire management plan to the best of my knowledge is true and correct:

Signature of report author  Date 26/11/2019

BJ MARSH PTY LTD
ABN 67 603 964 049
CONSULTING ENGINEERS AND BUSHFIRE PLANNERS
EMAIL: Bren@bjmarsh.com.au
PHONE: 0427 515 677
OFFICE: 25 Wheatley Street, Gosnells.

BPAD Bushfire Planning & Design Accredited Practitioner Level 2

BUSHFIRE MANAGEMENT PLAN

REZONING

LOT 100 ON PLAN 27736

1492 BENNIES ROAD COWALLA

SHIRE OF GINGIN

DATE OF SITE INSPECTION(S): 9 June 2019

REPORT DATE: 26 November 2019

REPORT REFERENCE: 161-1-1 VERSION: 1

PREPARED BY: Brendan Marsh Level 2 BPAD: 37413

CLIENT: G. LONGO FAMILY TRUST

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2: Environmental considerations
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2.2: Revegetation/ Landscape plans

3: Bushfire assessment results
3.1: Assessment inputs
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4: Identification of bushfire hazard issues

5. Assessment against the bushfire protection criteria
5.1: Compliance table
5.2: Additional management strategies

6: Responsibilities for implementation and management of the bushfire measures

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Figure 6: Spatial representation of the bushfire management strategies

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Appendix B: VEHICLE ACCESS TECHNICAL REQUIREMENTS

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Document control

Client: G. Longo Family Trust

Report version	Purpose	Author/reviewer and accreditation details	Date submitted
0	Initial Report	B Marsh L2 BPAD 37413	26/8/2019
1	Extra Lot	B Marsh L2 BPAD 37413	18/11/2019
2	Client Details	B Marsh L2 BPAD 37413	26/11/2019

Disclaimer

This plan documents minimum actions required for planning approval of this development under State Planning Policy 3.7, Planning in Bushfire Prone Areas. It does not warrant the safety of any people or animals and does not warrant that buildings or assets will not be damaged or destroyed. The land owner and occupier are fully responsible for mitigation of all risks.

1 PROPOSAL DETAILS

Lot 100 on Plan 27736, is of area 97.46 ha, is located along and split by Bennies Road, Gingin. It is proposed for rezoning and then land subdivision into two green title lots as indicated with Figure 1, with a north Lot comprising all land to the north of Bennies Road and a south Lot comprising all land to the south of Bennies Road. Both proposed Lots also front Cowalla Road.

The north Lot is planned to be 25.16 ha in area and the south Lot is planned to be 72.3 ha in area.

All existing structures are to be retained. The proposed north Lot contains at least one shed. The proposed south Lot contains a dwelling and some outbuildings within its northern aspect close to Bennies Road.

Refer to Figure 2 for a location sketch and Figure 3 for an excerpt from the bushfire prone areas map.



Figure 1: Subject land, with a proposed Lot comprising land north of Bennies Road and a proposed Lot comprising land to the south (from Stewart Urban Planning local planning scheme amendment letter/report dated 4 February 2019).

Bushfire Management Plan – BAL Contour

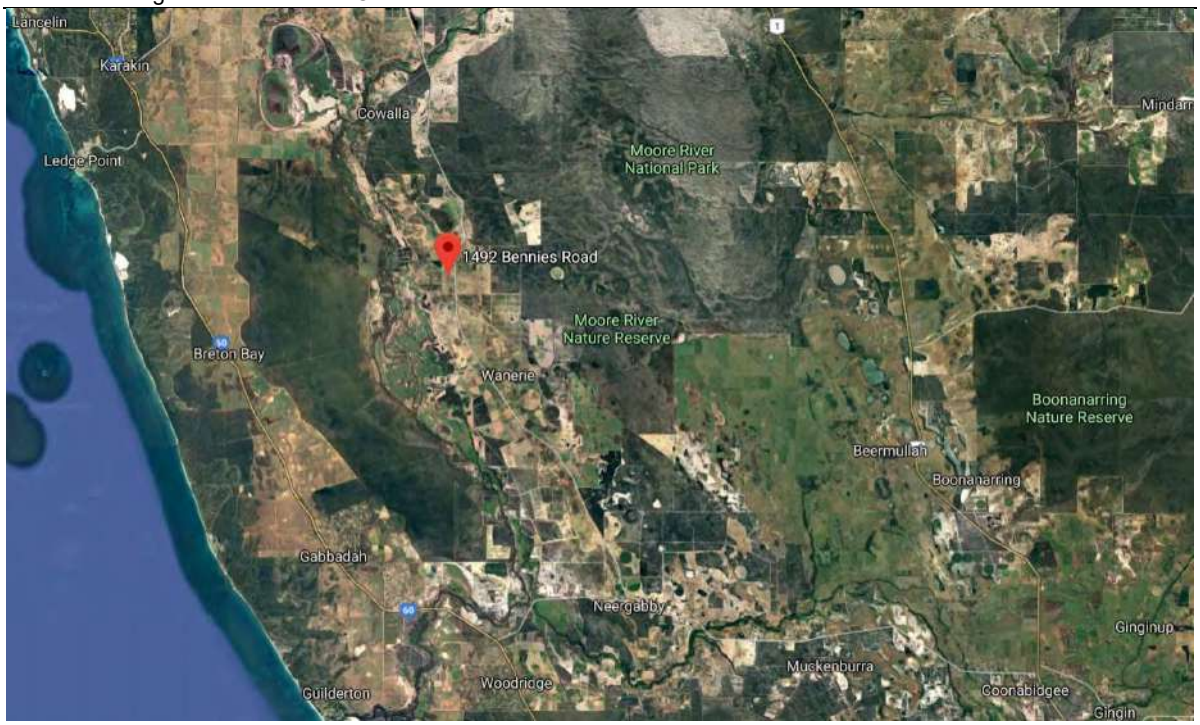


Figure 2: ***Location sketch***

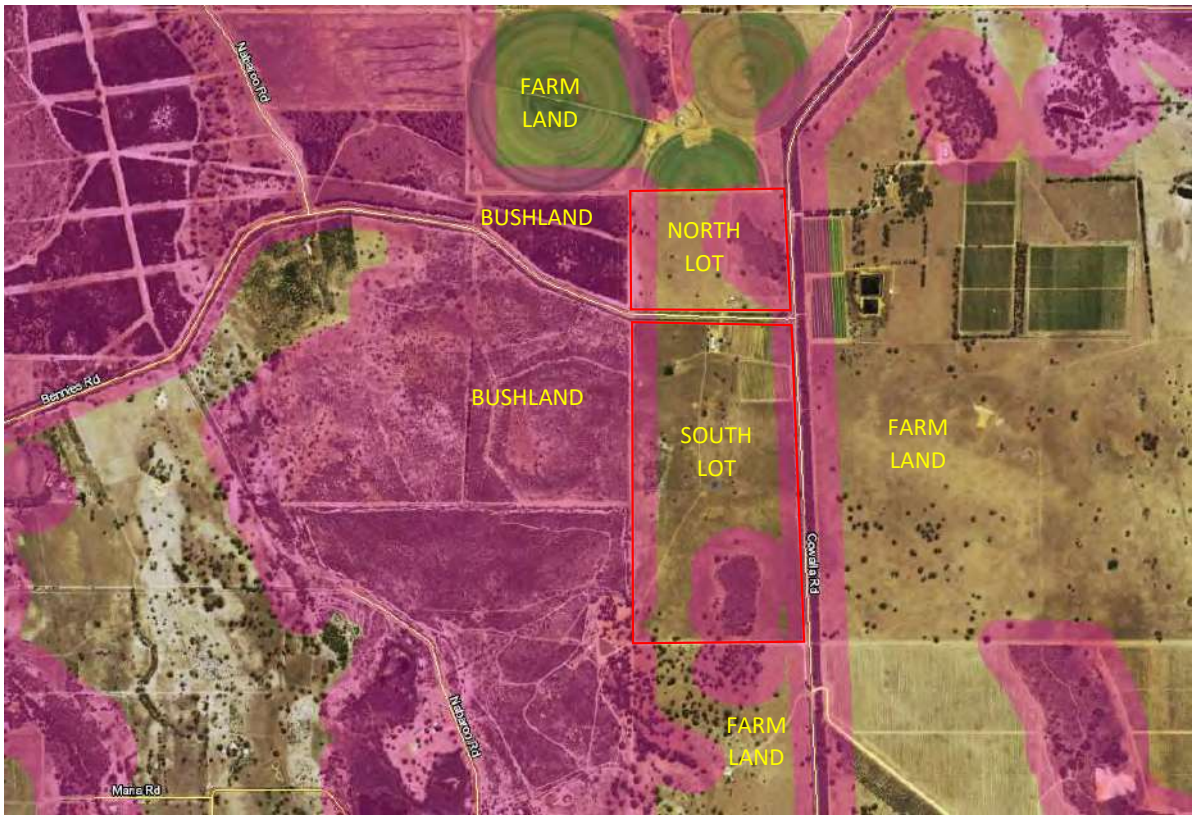


Figure 3: ***Map of Bushfire Prone Areas for the subject site***

2 ENVIRONMENTAL CONSIDERATIONS

The land contains some small areas with native vegetation, however, is mostly cleared. Search of relevant databases has not identified relevant environmental categorisations of the land.

2.1 Native vegetation – modification and clearing

No native vegetation modification or clearing is proposed.

2.2 Revegetation/landscape plans

No revegetation or landscaping plans are proposed.

Any future habitable structures are to be located such that an Asset Protection Zone as specified can be implemented without impacting on the native vegetation.

3 BUSHFIRE ASSESSMENT RESULTS

3.1 Assessment inputs

The results of the site assessment are presented in the following tables.

Photo ID:	1	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock. Effective downslope up to 4 degrees.			



Photo ID:	2	**Plot:**	1
Vegetation Classification or Exclusion Clause			
Class B Woodland - Open woodland B-06			
Description / Justification for Classification			
Banksia a common species and conservatively classed as woodland. Effective upslope relative to subject land.			



Photo ID:	3	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock. Effective downslope up to 4 degrees.			



Photo ID:	4	**Plot:**	1
Vegetation Classification or Exclusion Clause			
Class B Woodland - Open woodland B-06			
Description / Justification for Classification			
Scattered trees with some pines in this portion. Effective upslope.			



Photo ID:	5	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Sufficient grasses not in minimum fuel condition to warrant classification around dwelling and through vineyard area.			



Photo ID:	6	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class B Woodland - Open woodland B-06			
Description / Justification for Classification			
Paddock. Effective downslope up to 4 degrees.			



Photo ID:	7	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock. Effective downslope up to 4 degrees.			



Photo ID:	8	**Plot:**	3
Vegetation Classification or Exclusion Clause			
Class B Woodland - Open woodland B-06			
Description / Justification for Classification			
Trees with mature canopy less than 30% with shrubs and grasses. Effective downslope up to 2 degrees.			



Photo ID:	9	**Plot:**	N/A
Vegetation Classification or Exclusion Clause			
Excludable - 2.2.3.2(f) Low Threat Vegetation			
Description / Justification for Classification			
Orchard area kept in minimum fuel condition.			



Photo ID:	10	**Plot:**	N/A
Vegetation Classification or Exclusion Clause			
Excludable - 2.2.3.2(f) Low Threat Vegetation			
Description / Justification for Classification			
Orchard area kept in minimum fuel condition.			



Photo ID:	11	**Plot:**	3
Vegetation Classification or Exclusion Clause			
Class B Woodland - Open woodland B-06			
Description / Justification for Classification			
Trees with mature canopy less than 30% with shrubs and grasses. Effective downslope up to 2 degrees.			



Photo ID:	12	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock with a cultivated non-curing crop area. Effective downslope up to 4 degrees.			



Photo ID:	13	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock with a cultivated non-curing crop area. Effective downslope up to 4 degrees.			



Photo ID:	14	**Plot:**	4
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock with a cultivated non-curing crop area. Effective downslope up to 4 degrees			



Photo ID:	15	**Plot:**	N/A
Vegetation Classification or Exclusion Clause			
Excludable - 2.2.3.2(f) Low Threat Vegetation			
Description / Justification for Classification			
Orchard area kept in minimum fuel condition.			



Photo ID:	16	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock with a cultivated non-curing crop area. Effective downslope up to 4 degrees.			



Photo ID:	17	**Plot:**	3
Vegetation Classification or Exclusion Clause			
Class B Woodland - Open woodland B-06			
Description / Justification for Classification			
Trees with mature canopy less than 30% with shrubs and grasses. Effective downslope up to 2 degrees.			



Photo ID:	18	**Plot:**	2
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock with a cultivated non-curing crop area. Effective downslope up to 4 degrees.			



Photo ID:	19	**Plot:**	4
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock with a cultivated non-curing crop area. Effective downslope up to 4 degrees. This gives way to an Olive Grove beyond the assessment area.			



Photo ID:	20	**Plot:**	4
Vegetation Classification or Exclusion Clause			
Class G Grassland – Open tussock G-23			
Description / Justification for Classification			
Paddock with a cultivated non-curing crop area. Effective downslope up to 4 degrees.			



Vegetation area/plot	Applied vegetation classification	Effective slope under the classified vegetation (degrees)
1	Class B Woodland	upslope
2	Class G Grassland	4 degrees downslope
3	Class B Woodland	2 degrees downslope
4	Class G Grassland	4 degrees downslope

A Site sketch or vegetation classification map showing the current situation is presented in Figure 4.
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Bushfire Management Plan – BAL Contour

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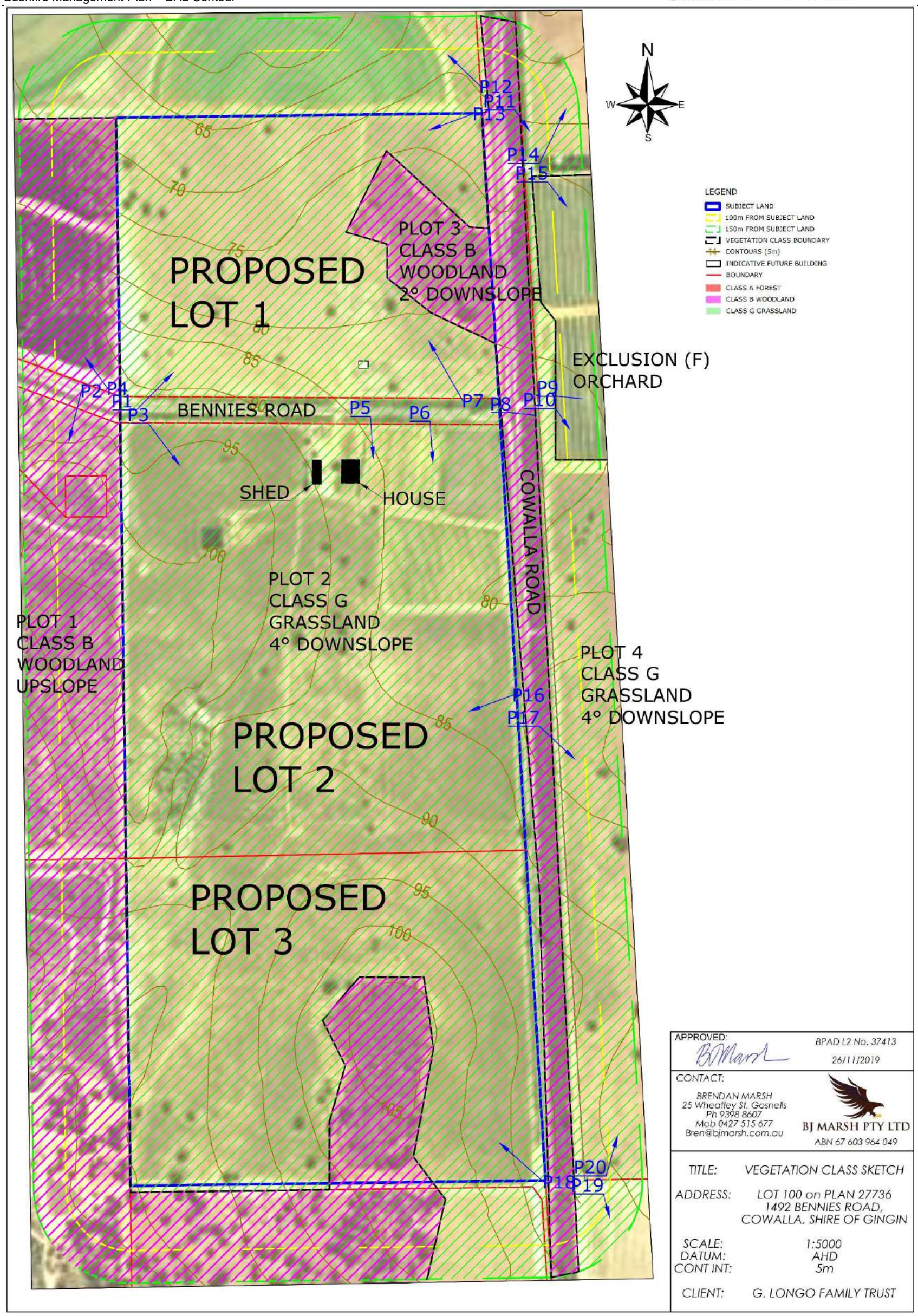


Figure 4 ***Vegetation classification map***

Bushfire Management Plan – BAL Contour

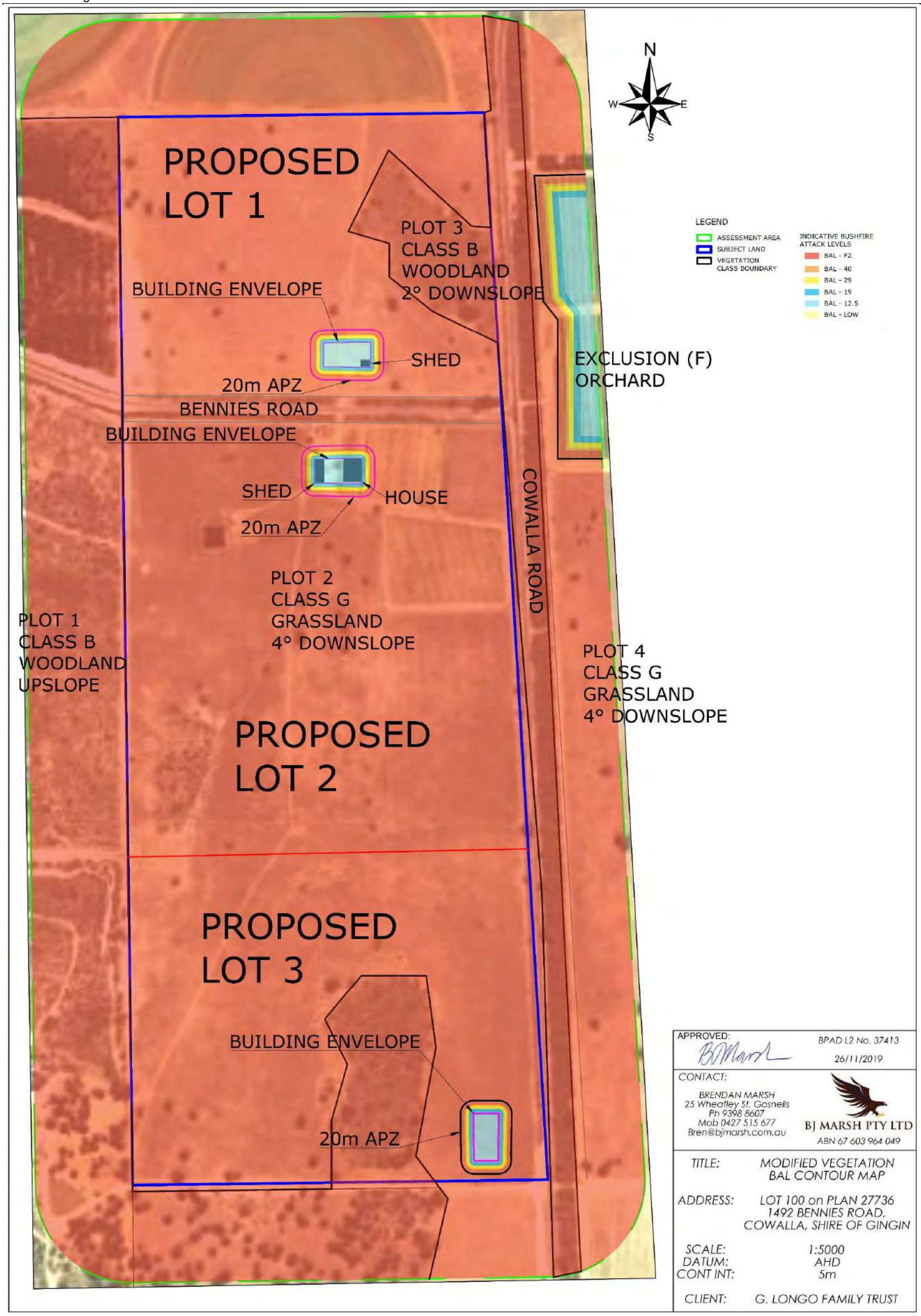


Figure 5: ***BAL contour map***

3.2 Assessment outputs

BAL Assessment has been undertaken in accord with AS3959, Method 1. The Highest BAL Contour is based upon the current vegetated state of the Land, thus is BAL-FZ for all habitable structures. The Modified BAL Contour is based upon:

- A 20m Asset Protection Zone being placed installed and maintained around all habitable structures; and
- All habitable structures being setback a minimum of 35m from Class B Woodland land areas.

Figure 5 shows the Modified Vegetation (as per above requirements) BAL Contour Map for the subject land.

Method 1 BAL determination					
Lot	**Applied vegetation classification**	**Effective slope under the classified vegetation (degrees)**	**Separation distance to the classified vegetation (metres)**	**Highest BAL Contour**	**Modified BAL Contour**
1	Class G	4	0	FZ	
			20		BAL-12.5
2	Class G	4	0	FZ	
			20		BAL-12.5
3	Class G	4	0	FZ	
			20		BAL-12.5

4 IDENTIFICATION OF BUSHFIRE HAZARD ISSUES

While there is some threat from the woodland areas in and around the subject land, the separation of the building envelopes from the woodland results in the primary bushfire hazard issue becoming a grass fire burning through one or more paddocks.

Bennies Road and Cowalla Road provide for two access routes to and from both proposed lots.

The setback of the building envelopes from the road result in a fire truck turn around being required near the houses of both lots and constructed to the requirements of the Guidelines.

The site is presently not located within a reticulated area. Water tanks dedicated to bushfire fighting purposes are to be provided. As only one additional lot is created, this may be in the form of a 10,000L water tank dedicated to firefighting purposes on each lot within the building envelope and within close proximity to fire truck turn arounds.

5 ASSESSMENT AGAINST BUSHFIRE PROTECTION CRITERIA

5.1 Compliance table

The following compliance table documents the proposed bushfire management strategies. All solutions proposed are Acceptable Solutions.

Bushfire protection criteria	Method of compliance Acceptable solutions	Proposed bushfire management strategies
Element 1: Location	A1.1 Development location	All buildings will on completion be located in an area that is BAL-29 or less. All buildings shall be surrounded with a 20m Asset Protection Zone as per the Guidelines (Appendix A) and building envelopes are to be located at least 35m from Woodland areas.
Element 2: Siting and design	A2.1 Asset Protection Zone	
Element 3: Vehicular access	A3.1 Two access routes.	Bennies Road and Cowalla Road provide for two access routes from both proposed lots.
	A3.2 Public road	Bennies Road and Cowalla Road meet the requirements of the Guidelines Table 6 Column 1 (Appendix B).
	A3.3 Cul-de-sac (including a dead-end-road)	A cul-de-sac is not applicable.
	A3.4 Battle-axe	Not applicable.
	A3.5 Private driveway longer than 50 metres	Internal driveways will be constructed in accord with the guidelines Table 6 Column 3 (Appendix B). Internal driveway intersections will permit Type 3.4 Fire Appliance turn around via a 17.5m diameter driveway turnaround located within 50m of the dwelling. In the case of Proposed Lot 1, this shall be constructed with the dwelling.
	A3.6 Emergency access way	Not applicable
	A3.7 Fire service access routes/ perimeter roads	In the context of the land and proposal, the area is established, and this requirement is not applicable.
	A3.8 Firebreak width	All land will be brought into and kept in accord with Shire of Gingin's Hazard Reduction Notice (Appendix C). Firebreaks will be 3m wide with 4m vertical clearance around all strata lot boundaries (all of which exceed 0.5ha), around the conservation lot and within the conservation lot to divide this land into areas not exceeding 120 ha.
Element 4: Water	A4.1 Reticulated areas	Not applicable
	A4.2 Non-reticulated areas	Applicable, however, only one additional lot is created, so refer to A4.3.
	A4.3 Individual lots within non-reticulated areas	A minimum 10,000L water tank dedicated to firefighting purposes is required. Land owner to implement a procedure which ensures the tank is maintained with at least 10,000L of water at all times (Appendix D).

5.2 Additional management strategies

Refer to Figure 6 for Spatial representation of the Bushfire Management Strategies.

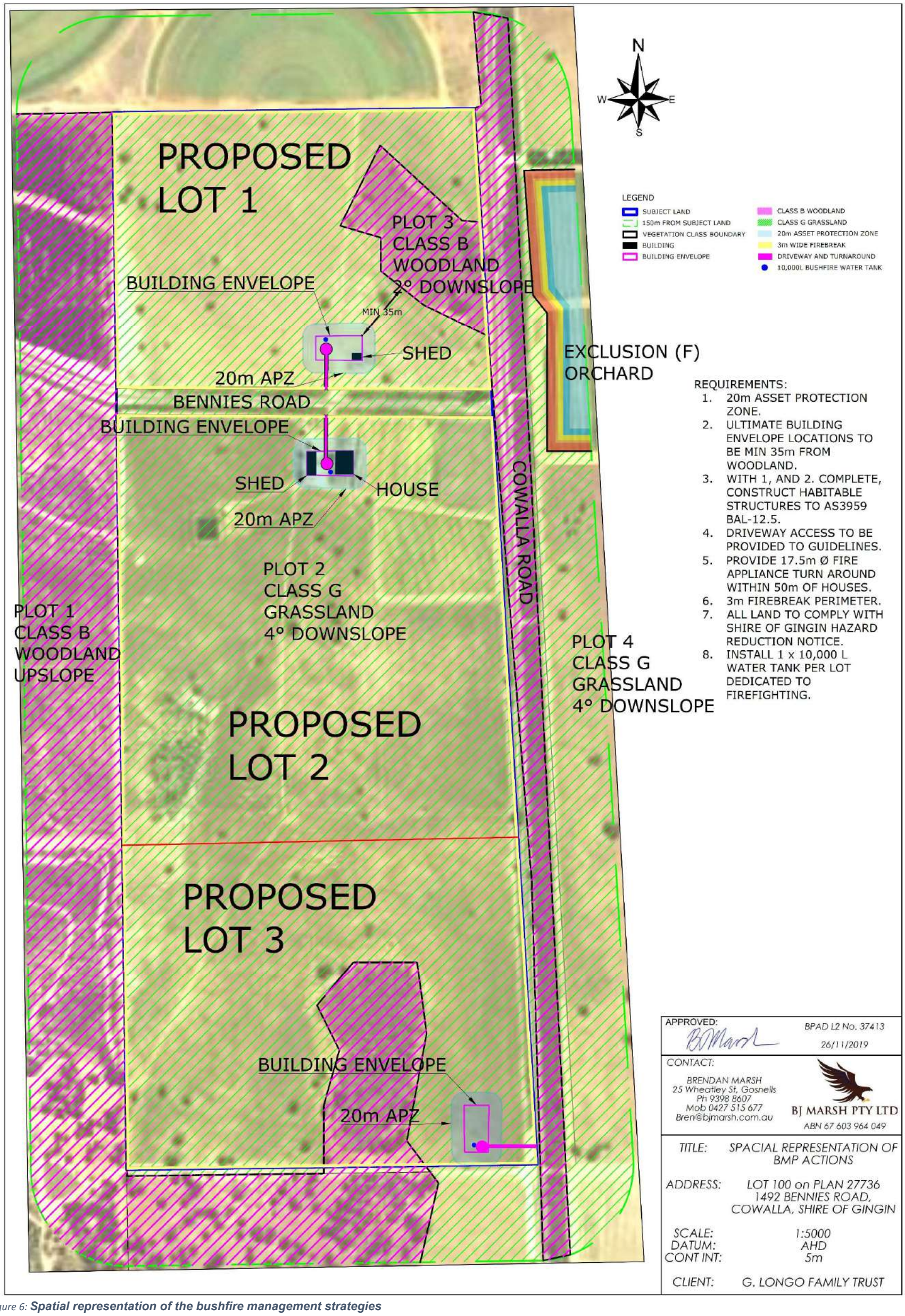


Figure 6: ***Spatial representation of the bushfire management strategies***

6 RESPONSIBILITIES FOR IMPLEMENTATION AND MANAGEMENT OF THE BUSHFIRE MEASURES

DEVELOPER – PRIOR TO ISSUE OF CERTIFICATE OF TITLES FOR NEW LOTS			
No.	**Implementation action**	**Local government clearance**	**Bushfire consultant clearance**
1	Install Asset Protection Zone around existing dwelling.		☐
2	Comply with water tank requirements	☐	
3	Suitably locate building envelopes	☐	

Certification by bushfire consultant (BJ Marsh Pty Ltd)

I _____, certify that at the time of inspection, the BAL ratings contained within this BMP are correct; and implementation action 1 has been undertaken in accordance with the BMP. Clearance by local government is recommended.

Signature: _____ Date: _____

LANDOWNER/DEVELOPER – PRIOR TO SALE OR OCCUPANCY	
No.	**Implementation action**
1	Establish the Asset Protection Zones (APZ) around new habitable structures, as stated in the BMP.
2	Install the required 10,000 litre water supply tank for new habitable structures.
3	Install driveway and fire truck turnaround within 50m of new habitable structures.
LANDOWNER/OCCUPIER – ONGOING	
No.	**Management action**
1	Maintain the Asset Protection Zones (APZ).
2	Comply with the relevant local government annual firebreak notice issued under s33 of the *Bush Fires Act 1954*.
3	Maintain driveways within the lot to the required surface condition and clearances.
4	Maintain the emergency water supply tanks at or above designated capacity.

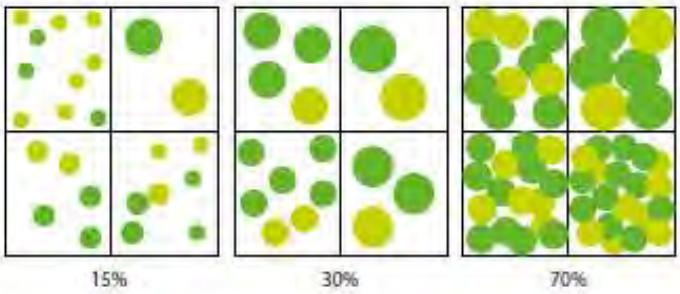
APPENDIX A: ASSET PROTECTION ZONE REQUIREMENTS

The present Standards for Asset Protection Zones are located in Schedule 1 of the Guidelines as follows:

SCHEDULE 1: STANDARDS FOR ASSET PROTECTION ZONES

- **Fences:** within the APZ are constructed from non-combustible materials (e.g. iron, brick, limestone, metal post and wire). It is recommended that solid or slatted non-combustible perimeter fences are used.
- **Objects:** within 10 metres of a building, combustible objects must not be located close to the vulnerable parts of the building i.e. windows and doors.
- **Fine Fuel load:** combustible dead vegetation matter less than 6 millimetres in thickness reduced to and maintained at an average of two tonnes per hectare.
- **Trees (> 5 metres in height):** trunks at maturity should be a minimum distance of 6 metres from all elevations of the building, branches at maturity should not touch or overhang the building, lower branches should be removed to a height of 2 metres above the ground and or surface vegetation, canopy cover should be less than 15% with tree canopies at maturity well spread to at least 5 metres apart as to not form a continuous canopy.

Figure 18: Tree canopy cover – ranging from 15 to 70 per cent at maturity



- **Shrubs (0.5 metres to 5 metres in height):** should not be located under trees or within 3 metres of buildings, should not be planted in clumps greater than 5m² in area, clumps of shrubs should be separated from each other and any exposed window or door by at least 10 metres. Shrubs greater than 5 metres in height are to be treated as trees.
- **Ground covers (<0.5 metres in height):** can be planted under trees but must be properly maintained to remove dead plant material and any parts within 2 metres of a structure, but 3 metres from windows or doors if greater than 100 millimetres in height. Ground covers greater than 0.5 metres in height are to be treated as shrubs.
- **Grass:** should be managed to maintain a height of 100 millimetres or less.

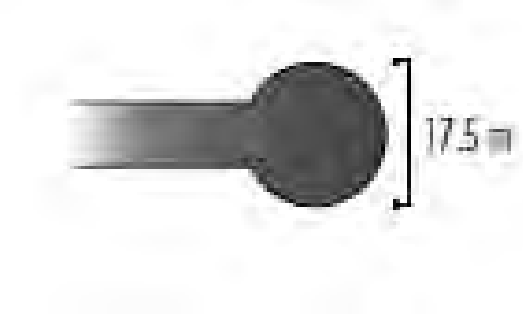
APPENDIX B: VEHICLE ACCESS TECHNICAL REQUIREMENTS

The technical requirements for Vehicle Access are presented in Table 6 of the Guidelines as follows:

Table 6: Vehicular access technical requirements

TECHNICAL REQUIREMENTS	1 Public road	2 Cul-de-sac	3 Private driveway	4 Emergency access way	5 Fire service access routes
Minimum trafficable surface (m)	6*	6	4	6*	6*
Horizontal clearance (m)	6	6	6	6	6
Vertical clearance (m)	4.5	N/A	4.5	4.5	4.5
Maximum grade <50 metres	1 in 10	1 in 10	1 in 10	1 in 10	1 in 10
Minimum weight capacity (t)	15	15	15	15	15
Maximum crossfall	1 in 33	1 in 33	1 in 33	1 in 33	1 in 33
Curves minimum inner radius (m)	8.5	8.5	8.5	8.5	8.5
*Refer to E3.2 Public roads: Trafficable surface					

An example of a fire truck turnaround, also from the Guidelines is:



APPENDIX C: LOCAL GOVERNMENT HAZARD REDUCTION NOTICE

A relevant except from the most recent Local Government Hazard Reduction / Fire Break Notice is:

A If your property is less than 0.4 Ha (option 1)
B If your property is less than 0.4 Ha (option 2)
C If your property is 0.4 Ha - 8 Ha
D If your property is 8 Ha or more

Property Size	A	B	C	D
Install firebreaks that are 3m of bare earth for all external boundaries of the property including any areas planned for stubble burning.		✓	✓	✓
Install firebreaks that are a width of 20m for areas cleared for the purpose of burning (stubble burning excluded).			✓	✓
Burn or slash all grass to a height no greater than 50mm.	✓			
Trim all vegetation that overhangs driveways, access ways and firebreaks to leave a minimum vertical access clearance of 4m.	✓	✓	✓	✓
For your assets it is **RECOMMENDED** that you maintain a 20m APZ surrounding all buildings, large hay stacks and fuel storage areas. *Refer to page 15 for further information.*	✓	✓		
For your assets it is **REQUIRED** that you maintain a 20m APZ surrounding all buildings, large hay stacks and fuel storage areas. *Refer to page 15 for further information.*			✓	✓
For your assets trim back all vegetation overhanging structures.	✓	✓	✓	✓

Compliance is required by **1 November** and must be maintained until **31 May** annually.

APPENDIX D: WATER REQUIREMENTS

The technical requirements for Water are presented in Part A4.3 of the Guidelines as follows:

A4.3 Individual lots within non-reticulated areas (Only for use if creating 1 additional lot and cannot be applied cumulatively)

- Single lots above 500 square metres need a dedicated static water supply on the lot that has the effective capacity of 10,000 litres.

Appendix 2

Water Allocation Advice

21 April 2020

G Longo & G Longo Family Trust
Attention: Mr Paul Longo
c/- Alan Stewart
Stewart Urban Planning
Level 2, 242 Murray St
Perth, WA 6000

Dear Mr Longo,

RE: WATER ALLOCATION ADVICE TO SUPPORT REZONING AND SUBDIVISION PROPOSAL FOR LOT 100 BENNIES ROAD, COWALLA

Urbaqua have been engaged to provide consultancy services in support of planning for lot 100 Bennies Road, Cowalla (herein referred to as the Study Area), in the Shire of Gingin.

As part of the consultancy services for this project, Urbaqua has undertaken desktop research and water demand modelling to determine annual water demands and demonstrate the feasibility of preliminary water supply options for the future.

This letter presents the findings of our desktop research and water balance modelling.

Background and context

The study area is located in at the corner of Bennies Road and Cowalla Road, Cowalla, in the 'Millbank Rural Estate.' The locality is characterised by agriculture, horticulture and rural living land uses. Moore River is located 3 kilometres to the west, while the Moore River Nature Reserve is situated 3 kilometres to the east.

The site has a total area of 97.46 hectares and is severed by Bennies Road forming two distinct parcels: the portion north of Bennies Road being 25.16 hectares and the portion south of Bennies Road being 72.3 hectares.

The site is legally described as Lot 100 on Plan 27736, held on Certificate of Title Volume 2565 Folio 397.

Site description

The northern portion of the site is vacant while the portion immediately south of Bennies Road is occupied by an existing house, vineyards and a dam. The southern portion of the site is vacant, having been used for agricultural purposes in the past.

ABN 95 614 256 834
Suite 4/226 Carr Place, Leederville WA 6007
P: 08 9328 4663 F: 08 6316 1431
Email: info@urbaqua.org.au www.urbaqua.org.au

Topography and soils

The site rises gradually from a level of 65 metres AHD at its northern boundary to a high point of 105 metres near the site's south-east corner. The site is predominantly parkland cleared with remnant vegetation remaining in three distinct locations: north of Bennies Road adjacent to Cowalla Road, midway along the site's western boundary, and near the site's southern boundary at the highest part of the site.

Soil landscape mapping (DPIRD, 2019) indicates that the site is located in an area of co-dominant brown siliceous soils and yellowish-brown sands where:

- >70% of the land has moderate to very high capability for:
    - Annual horticulture;
    - Dryland cropping; and
    - Grazing.
- 50-70% of the land has high to very high capability for:
    - Perennial horticulture; and
    - Vines.

Planning context

The site and land immediately abutting the site is zoned 'General Rural' under Shire of Gingin Local Planning Scheme LPS9.

The Shire has prepared a Local Planning Strategy to guide the long-term growth and development of the Shire. The site is within an area earmarked for Rural Smallholdings under the Strategy, to allow for the progressive expansion of the Millbrook Rural Estate.

The site is not within a Water Source Protection Area.

An amendment to LPS9 is proposed to:

- Rezone the site from 'General Rural' to 'General Rural – Coded'; and
- Allocate General Rural codes of 'GR20' over the portion of the site north of Bennies Road and 'GR30' over the portion south of Bennies Road.

This would facilitate subdivision of the site into a total of three lots, comprising one lot of 25 hectares north of Bennies Road and two lots of 32 hectares and 40 hectares south of Bennies Road.

It is understood that before the Shire will initiate a rezoning, a report needs to be provided that demonstrates the proposed lots will be capable of being used for intensive agricultural purposes (hobby farms), based on the available water. That is, it needs to be demonstrated that there is sufficient water to support three small-scale commercial / domestic hobby farms.

Groundwater

The study area is located in the Seabird subarea of the Gingin Groundwater Area. Groundwater aquifers present underlying the study area (in order of increasing depth) are:

- Perth – Superficial Swan
- Perth – Leederville (Central Coastal Semi-confined subarea)
- Perth – Yarragadee North (Wannamal Confined subarea)

An aquifer allocation report was obtained for the site area on 23 March 2020 revealing that there is no remaining groundwater available for allocation presently.

The current owner of the land is the holder of groundwater license number 111003 for 50,000 kL from the Perth Superficial Swan Aquifer which is due to expire at the end of November 2026.

A water meter was installed on the groundwater bore in June 2017 as a requirement of GWL No: 111003. Meter readings reported since installation are:

- February 2018 to January 2019 – 25,827kL was extracted.
- February 2019 to January 2020 – 33,000kL was extracted.

Surface water

The study area is located in the catchment of the Moore River, approximately 3km from the River itself.

There is an existing dam on the site of approx. 2.5 Megalitres which is filled using the existing groundwater bore as well as being episodically topped up by direct rainfall. Water from the dam is primarily used to irrigate approximately 7 hectares of Vineyard, plus 2 hectares of other produce such as melons, onions, beans, lemon & orange trees and some Olive trees.

In addition to the dam, there are a number of rainwater tanks present on the property. These are:

- one 90kL concrete rainwater tank located adjacent to the dam used for household and winery purposes;
- one 34kL poly rainwater tank located alongside machinery/winery shed used for winery and household purposes;
- two 10kL rainwater tanks to rear of machinery/winery shed for winery purposes;
- one 2.5kL rainwater tank adjacent to the house used for household purposes only.

An assessment of the catchment areas for each of these systems was undertaken using aerial imagery and ground elevation data. The catchments of each were estimated as follows:

- Dam – approx. 1000m^2 dam surface area only.
- Rainwater tanks – combined roof areas of the house, sheds and tanks are estimated to be 500m^2.

Existing water services

The site is not connected to reticulated water or sewerage services. An on-site wastewater treatment system provides for irrigation of garden areas.

Household water demands

Household water demands have been estimated based on an assumption of an average occupancy rate of 2.31 persons per dwelling based on 2016 census information for the Shire of Gingin.

It is noted, for future residential properties, that the *WAPC Rural Planning Guidelines* (2016) require the provision of rainwater tanks sized to supply sufficient water for household demands without carting for a minimum of three consecutive 'average' rainfall years.

A calculator is provided by the Department of Planning Lands and Heritage for assessment purposes. Application of this calculator indicates that each new property in this location will require 120kL rainwater tank storage with a minimum connected catchment (roof) area of 500m2.

Existing site water balance

A water use and demand balance assessment has been prepared for the existing site to provide a baseline for consideration of future water demands. This assessment considers the demands for the existing site with the following assumptions:

- Domestic in-house water is sourced from existing rainwater tanks on the site;
- Irrigation of grass and garden areas (~2,000 m^2) surrounding the household using a domestic backyard (unlicensed) groundwater bore;
- Approximately six hectares of existing crops (principally vines) which are irrigated from the dam which is maintained with groundwater; and
- The water balance includes a built-in assessment of daily rainfall into and demands from the dam and rainwater tanks over a 10-year period (2009-2019)

The assessment considers the crops currently present on the site with irrigation rates consistent with those provided by the Department of Primary Industries and Regional Development irrigation calculator. The assessment includes 6.8 hectares of crops with the following breakdown:

- 1,000m^2 each of Beans, Carrots and lettuces
- 6,000m^2 Olives
- 6,000m^2 Citrus
- 45,000m^2 Wine grapes
- 8,000m^2 vine nursery

Table 1:Existing site water demand and supply summary (10-year averages - kL/year)

	Backyard bore	Rainwater tanks	Dam		Total
			Rainwater	Groundwater	
Domestic in-house	-	143	-	-	143
Domestic ex-house	1,582	-	-	-	1,582
Crop irrigation		233	593	34,091	34,917
Subtotal	***1,582***	***376***	***593***	***34,091***	***36,642***
Dam losses (evaporation/seepage)				*2,344*	*2,344*
Total site	**1,582**	**376**	**593**	**36,435**	**38,986**

This analysis results in an average groundwater usage of 36,435 kL which is close to the metered amounts reported by the landowner. This provides some comfort that the water balance assessment is reasonable. The existing site water balance results indicate that there is an excess supply of water available with 13,565 kL in groundwater entitlements potentially available for distribution to newly created lots with no other changes. More details of the existing site water balance model are provided as attachment 1.

Proposed site water balance

To assess the proposed site water balance, two separate models have been set up. The first considers the reduced size of the original lot which is proposed to retain the existing on-site wastewater treatment system, dam and rainwater tanks. The second considers the two newly created lots which would need to be provided with new infrastructure including on-site wastewater treatment systems and rainwater storages (dams and/or tanks). Groundwater is considered as part of both water balance assessments and would need to be supplied to all three lots.

Consistent with the requirements of *WAPC Rural Planning Guidelines* (2016) each new property is assumed to have been provided with 120kL rainwater tank storage and a minimum connected catchment (roof) area of 500m2. In addition, it is expected that each new property would be provided with a new on-site wastewater treatment system and backyard (unlicensed) groundwater bore and that these would be used for domestic garden (up to 2,000m^2) irrigation purposes.

Reduced size existing lot

Communication with the existing landowner has indicated that their future intentions for their property will require an ongoing licensed groundwater entitlement of 26,000 kL/year. A site water balance for their future property has been prepared on this basis to provide an estimate of the area of crops that would be viable.

For this assessment, the irrigated area has been reduced to 5.5 hectares with the following breakdown:

- 1,000m^2 each of Beans, Carrots and lettuces
- 3,000m^2 Olives
- 3,000m^2 Citrus
- 40,000m^2 Wine grapes
- 2,000m^2 vine nursery

Table 2:Proposed site (reduced existing lot) water balance summary (10-year averages - kL/year)

	Backyard bore	Rainwater tanks	Dam		Total
			Rainwater	Groundwater	
Domestic in-house	-	143	-	-	143
Domestic ex-house	1,582	-	-	-	1,582
Crop irrigation		233	593	23,206	24,032
Subtotal	***1,582***	***376***	***593***	***23,206***	***25,757***
Dam losses (evaporation/seepage)				*2,359*	*2,352*
Total site	**1,582**	**376**	**593**	**25,565**	**28,109**

This assessment demonstrates the feasibility of release of up to 24,000 kL from the existing groundwater license to be used on the newly created lots. More details of the proposed site (reduced existing lot) water balance model are provided as attachment 1.

Potential land uses

Lots in the surrounding and adjacent area are used for a range of commercial and private purposes including intensive agricultural purposes (hobby farms).

The Shire of Gingin Strategic Community Plan 2015-2025 – Review Context and Research report (Shire of Gingin, 2016) provides a summary of current and future trends in the Shire and identifies likely continued growth in horticulture (fresh vegetables) and intensive agriculture. Examples of those industries prevalent in the Shire are identified as:

- Mushroom and vegetable growing
- Livestock farming
- Fruit and tree nut growing
- Poultry farming

- Nursery and floriculture production
- Fruit and vegetable processing

The Central Coast Sub-Regional Economic Strategy (RPS, 2014) prepared for the Wheatbelt Development Commission identifies the following products as particularly prominent in the Central Coast sub-region with high gross production values, supplying both the domestic and international market in 2011-12:

- Eggs $24.4 million
- Carrots $19.3 million
- Cut flowers $11.3 million
- Lettuce $8 million
- Citrus $8.4 million
- Olives $7.3 million

More specifically the Central Coast Sub-Regional Economic Strategy (RPS, 2014) suggests that horticulture is a very strong driver of the local economy in the Shire of Gingin, producing very large volumes of fresh vegetables, fruits, olives, meat and eggs to Perth, Western Australian and overseas markets. Below are the highest value products grown in the Shire of Gingin and their contribution to the WA total gross value (RPS, 2014);

- Olives $7.3 million (61% of total WA value)
- Lettuce $8 million (58% of total WA value)
- Carrots $19.2 million (43% of total WA value)

Potential crop water demands

The Department of Primary Industries and Regional Development irrigation calculator has been used to derive an estimate of irrigation rates for crops that are prevalent in Gingin. The Irrigation Calculator provides broad guidance for water requirements of commercial crops produced in Western Australia based on average weather data from the past 25 years (1990-2014).

Crop type	Calculated annual irrigation rate per hectare
Olives	8.44 ML/hectare
Lettuce (4 plantings per year)	11.45 ML/hectare
Carrots (2 plantings per year)	13.46 ML/hectare
Beans (2 plantings per year)	15.46 ML/hectare
Cut flowers (natives)	7.44 to 14.87 ML/hectare
Citrus	13.01 ML/hectare
Wine grapes (regulated deficit irrigation)	2.85 ML/hectare

Newly created lots

Two possible cropping options have been assessed for the two newly created lots, one considering a mixed range of typical crops for the region and a second considering a low water-demand crop to focus on increased site coverage. These assessments are summarised as:

- Option 1 – 1 hectare of mixed crops as follows:
  - 3000m^2 olives (8.44 ML/hectare);
  - 3000m^2 citrus (13.01 ML/hectare);

  - 1000m² nurseries (14.8 ML/hectare);
  - 1000m² lettuces (11.45 ML/hectare);
  - 1000m² carrots (13.46 ML/hectare); and
  - 1000m² beans (15.46 ML/hectare).
- Option 2 – 4 hectares of wine grapes (2.85 ML/hectare) incorporating 2000m² vine nursery area for each newly created lot; and

In both options, the following infrastructure has been provided for each lot:

- On-site wastewater treatment system;
- Backyard (unlicensed) groundwater bore for irrigation of <2,000m²;
- 120kL rainwater tank supplied from 500m² catchment (house, sheds and tank roofs); and
- 10,000 kL groundwater supply.

The results for each option are presented in the tables below.

Table 3: Option 1 (newly created lots) water balance summary (10-year averages per lot - kL/year)

	Treated wastewater	Backyard bores	Rainwater tanks	Licensed groundwater	Total
Domestic in-house			136		136
Domestic ex-house	124	1,098			1,222
Crop irrigation				11,968	11,968
Total site	**124**	**1,098**	**136**	**11,968**	**13,326**

Table 4: Option 2 (newly created lots) water balance summary (10-year averages - kL/year)

	Treated wastewater	Backyard bores	Rainwater tanks	Licensed groundwater	Total
Domestic in-house			136		136
Domestic ex-house	124	1,098			1,222
Crop irrigation				11,836	11,836
Total site	**124**	**1,098**	**136**	**11,836**	**13,194**

This assessment demonstrates two alternative approaches for the newly created lots to operate within the proposed distribution of water entitlements of 12,000 kL/year for each lot. More details of the proposed site (options for newly created lots) water balance model are provided as attachment 2.

It is noted that water demands vary significantly by crop type and irrigation system type and this assessment provides just two possible arrangements. In fact, there are likely to be many possible arrangements that could be accommodated within the future lots.

It should also be noted that the extraction of groundwater for the purposes of watering cattle or other stock not raised under intensive conditions as defined in section 21(4) of the Rights in Water and irrigation Act 1914 does not require a groundwater license. Therefore, the keeping of stock in non-intensive conditions would be possible (assuming no other local planning restrictions apply) on these properties utilising an unlicensed groundwater bore.

Conclusions and future steps

Water balance modelling undertaken by Urbaqua indicates that there are reasonable alternatives for future water supply for each of the proposed lots that will enable future landowners to consider a range of possible crops consistent with their preferred approach to provision of water supply infrastructure.

Regardless of the proposals for each individual lot, it is likely that, during development, arrangements will need to be made to redistribute portions of the existing groundwater license entitlement to future lot owners. This can be achieved in a range of ways as outlined below.

Groundwater license entitlements can be redistributed from party to party under Department of Water and Environmental Regulation policies by three different mechanisms. These are:

- A **transfer** takes place when a licence to take water is permanently transferred to another person and the water will continue to be taken from the same location. For example, a transfer could take place if there is a change in property ownership.
- A **trade** takes place when a water entitlement, or part of an entitlement, is permanently traded to another person and the water will be taken from another location and potentially use it for a different purpose. Trades typically occur in fully allocated water resource areas where new water entitlements are no longer available.
- An **agreement** is a form of lease and occurs via the temporary assignment of a licensed water entitlement, or part of an entitlement, by a licence holder to another party. The water may be used at the same or a different location. Agreements cannot exceed the term of the original licence.

Please do not hesitate to contact me on (08) 9328 4663 or at helen@urbaqua.org.au should you have any questions.

Yours sincerely,



Helen Brookes
DIRECTOR
URBAQUA

Attachments: Water balance model outputs.

SITE WATER BALANCE CALCULATION
Water Use, Recycling and Disposal

urbaqua
land and water solutions

Client	**G Longo & G Longo Family Trust**
Site	**Lot 100 Bennies Road**

Data Legend

	Input
	Assumption
	Result
	Information
	Calculation

Description

Water balance for the existing site

No connection to scheme water or reticulated sewerage is available at the property.
Wastewater is collected and disposed of via a septic tank and leach drain system.
Existing dam on the site holds approx. 2.5ML and is fed by groundwater plus direct rainwater. Primary use originally was to water approximately 7 hectares of Vineyard, plus 2 hectares of other produce such as melons, onions, beans, lemon & orange trees and some Olive trees. Irrigation rates are calibrated to DPIRD Irrigation calculator rates.
Existing rainwater tanks on the site are fed from Shed roofs:
- One 90,000 litre Concrete tank adjacent to Dam used for household and Winery purposes.
- One 34,000 litre Poly Rainwater tank alongside Machinery/Winery shed used for Winery and household purposes.
- Two 10,000 litre Rainwater tanks to rear of Machinery/Winery shed for Winery purposes.

Domestic (in-house) water is principally drawn from another small rainwater tank (2,500 litres) fed from the house roof.
A domestic (unlicensed) bore is used for irrigation of up to 2 hectares of household garden area

BALANCE (1)

Considers existing site and is provided as a baseline using groundwater meter records for validation:
Water meter was installed June 2017 as a requirement of GWL No 111003 Renewal for 10 year period from 1 December 2016 to 30 November 2026. For the period February 2018 to January 2019 usage was 25,827 kilolitres.
2019 return is expected to be around 33,000 kilolitres.

BALANCE (2)

Considers future site with reduced irrigation demands (6Ha) and 24,000 kL/year groundwater license distributed to newly created lots.

Change since previous revision

.....

Revision	By	Checked	Date
0	KN	HB	6/08/2012
1	HB		26/03/2020

Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 1: Water Demands and Waste Generation

urbaqua
land and water solutions

Domestic Uses

Dwelling Type		Lifestyle			Traditional			Cottage			Terrace			Apartment			Other		
No. households		1			0			0			0			0			0		
Population / household		2.3			2.736			1.814			1.765			1.552			1.552		
Occupancy %		100			100			100			100			100			100		
Effective Population		2.3			0			0			0			0			0		
Use	Base Rate	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste
Domestic Individual Usage	kL/pp/day																		
Shower	0.05	0.05	RW1	BW	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1
Kitchen sink	0.008	0.008	RW1	BW	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2
Bathroom basin	0.006	0.006	RW1	BW	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1
Dishwasher	0.003	0.003	RW1	BW	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2
Bath	0.001	0.001	RW1	BW	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1
Laundry trough	0.004	0.004	RW1	BW	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1
Toilet	0.033	0.033	RW1	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	DW	BW
Washing machine	0.042	0.042	RW1	BW	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1
Household Usage	kL/household/day																		
Leaks	0.029	0.029	RW1	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A
Car washing	0.002	0.002	TWW/BB	BW	0.002	DW	N/A	0.002	DW	N/A	0.002	DW	N/A	0	DW	N/A	0.002	DW	N/A
Evaporative cooling	0.006	0.006	RW1	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A
Other	0.004	0.004	TWW/BB	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A
Other	kL/each/year																		
Household / Communal Pools	90	7.2	RW1	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A
Domestic Irrigation																			
Number Lots		1			0			0			0			0			0		
Average Lot Area	m2	2000			600			250			150			2000			100		
Irrigated area	%	100			25			25			25			22			50		
Irrigation event depth	mm	10			10			10			10			10			10		
Frequency (days/week)	days	2			2			2			2			2			2		
Season length	months	9			9			9			9			9			9		
Source		TWW/BB			GNDW			GNDW			GNDW			GNDW			GNDW		
No. Irrigation Events		79.0			79.0			79.0			79.0			79.0			79.0		
Irrigation Demand	kL/year	1580.0			0.0			0.0			0.0			0.0			0.0		
Domestic Waste Streams	kL/year																		
Greywater Type 1 (GW1)		0			0			0			0			0			0		
Greywater Type 2 (GW2)		0			0			0			0			0			0		
Black Water (BW)		124			0			0			0			0			0		
Lost (N/A)		21			0			0			0			0			0		
Irrigation (IRR)		1580			0			0			0			0			0		
Overall Domestic Demand																			
Rainwater tanks - house (RW)	kL/year	143			0			0			0			0			0		
Rainwater tanks - sheds (RW2)		0			0			0			0			0			0		
Dam Water (SW)		0			0			0			0			0			0		
Groundwater (GNDW)		0			0			0			0			0			0		
Treated wastewater (TWW/BB)		1582			0			0			0			0			0		
Total Demand		1726			0			0			0			0			0		
Total per capita demand	kL/pp/yr	750			########			########			########			########			########		
Per capita DW demand		62			########			########			########			########			########		

Crop Irrigation

		Beans	Carrots	Lettuce	Olives	Citrus	Nursery (vines)	Wine grapes (RDI)
Total Area	m2	1000	1000	1000	6000	6000	8000	45000
Irrigated area	%	100	100	100	100	100	100	100
Irrigation event depth	mm	6.3	5.5	4.7	2.3	3.6	1.54	0.77
Frequency (days/week)	days	7	7	7	7	7	7	7
Season length	months	8	8	8	12	12	12	12
Source		RW2	RW2	RW2	SW	SW	SW	SW
No. Irrigation Events		244.0	244.0	244.0	366.0	366.0	366.0	366.0
Irrigation Demand	kL/year	1537.2	1342.0	1146.8	5050.8	7905.6	4509.1	12681.9
DPIRD Estimated demand	kL/hecta	######	13460	11450	8440	13010	2x wine grapes	2850

Commercial Uses

	Base rate kL/year	Qty	Rate kL/year	Source	Waste	Total kL/year	Comment
Hospitality	570	0	570	DW	BW	0	
Laundary 30,000 kg/week	21915	0	21915	DW	GW	0	

Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 1: Water Demands and Waste Generation

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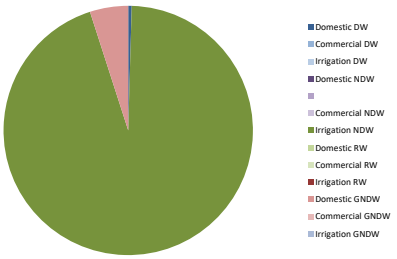
Demand Based Water Balance (kL/year)

	Domestic kL / year	Commercial kL / year	Crop Irr' kL / year	Total kL / year	%
Total Water Use	1726	0	34173	35899	100.0%
Source Demand					
Rainwater tanks - house (RW)	143	0	0	143	0.4%
Rainwater tanks - sheds (RW2)	0	0	4026	4026	
Dam Water (SW)	0	0	30147	30147	84.0%
Groundwater (GNDW)	0	0	0	0	0.0%
Treated wastewater Backyard bore (TWW/BB)	1582	0	0	1582	4.4%
					88.8%
Waste					
Greywater Type 1 (GW1)	0	0		0	0.0%
Greywater Type 2 (GW2)	0	0		0	0.0%
Black Water (BW)	124	0		124	0.3%
Lost (N/A)	21	0		21	0.1%
Irrigation (IRR)	1580	0	34173	35753	99.6%
					100.0%

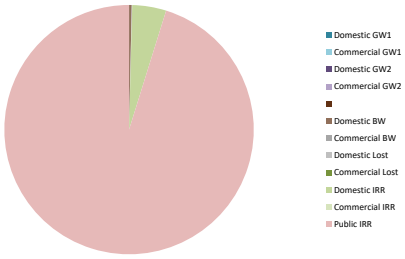
Performance

Population	2	people
Crop Area	7	ha
Per Capita Domestic Total Water	15608	kL/person/year
Per Capita Domestic Drinking Water	750	kL/person/year
Crop Irrigation Rate	0.04	kL/m2/year

Sources Demand



Waste Streams



Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 2: Rainwater Supply Efficiency

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Rainfall Data

Source	Baramba
Reference	9144

Date	Rainfall mm
1/01/2010	0
2/01/2010	0
3/01/2010	0
4/01/2010	0
5/01/2010	0.8
6/01/2010	0
7/01/2010	0
8/01/2010	0
9/01/2010	0
10/01/2010	0
11/01/2010	0
12/01/2010	0
13/01/2010	0
14/01/2010	0
15/01/2010	0
16/01/2010	0
17/01/2010	0
18/01/2010	0
19/01/2010	0
20/01/2010	0
21/01/2010	0
22/01/2010	0
23/01/2010	0
24/01/2010	0
25/01/2010	0
26/01/2010	0
20/02/2010	0

Catchment / Storage Properties

catchment area	250	m2
catchment IL	0.5	mm
effective storage vol	2.5	kL
initial storage	1	kL

Irrigation demand

Total Area	0	m2
Irrigated area	0	%
Irrigation event depth	0.0	mm
Irrigation event volume	0	kL
Frequency (days/week)	0.0	days
Season length	0	months

In-house demand

Annual Demand	143	kL

Month	Factor	Days	kL/day
Jan	1.00	31	0.4
Feb	1.00	28	0.4
Mar	1.00	31	0.4
Apr	1.00	30	0.4
May	1.00	31	0.4
Jun	1.00	30	0.4
Jul	1.00	31	0.4
Aug	1.00	31	0.4
Sep	1.00	30	0.4
Oct	1.00	31	0.4
Nov	1.00	30	0.4
Dec	1.00	31	0.4
Daily Av	1.0	Check	143.5

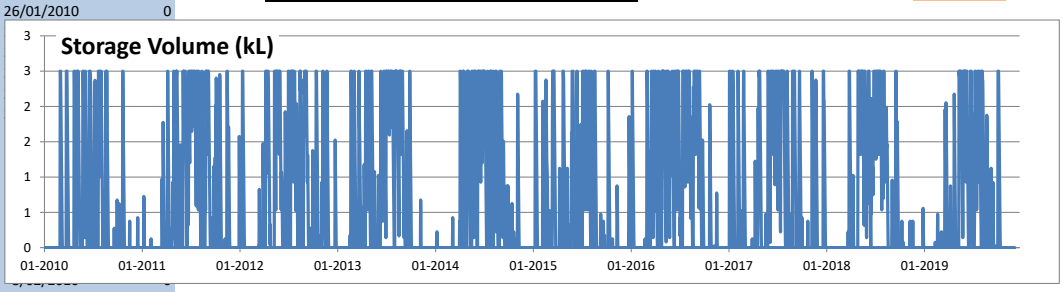
Irrigation Schedule

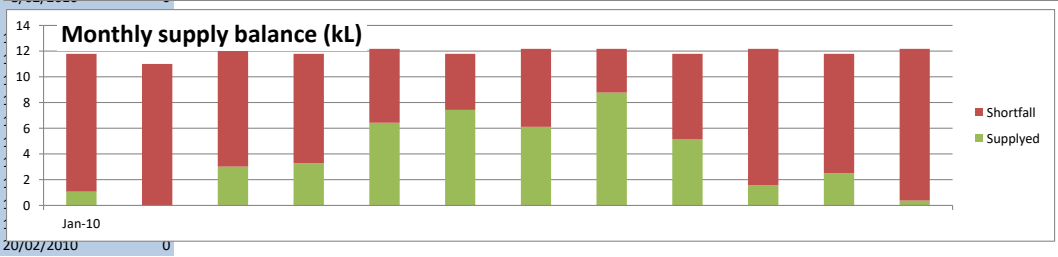
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Feb	FALSE	Tues	FALSE
Mar	FALSE	Wed	FALSE
Apr	FALSE	Thurs	FALSE
May	FALSE	Fri	FALSE
Jun	FALSE	Sat	FALSE
Jul	FALSE	Sun	FALSE
Aug	FALSE		
Sep	FALSE		
Oct	FALSE		
Nov	FALSE		
Dec	FALSE		

Model Results	Total (kL / 10 years)	
Balance	-1	0%
Total Rainfall	1482	
Catchment Loss	97	7%
Total Runoff	1385	
Overflow	775	52%
Captured and Reused	611	41%

Use	Demand	Supplied	Shortfall
Irrigation	0	0	0
In-House	1436	611	824
Total	1436	611	824

Capture efficiency	41%
Supply reliability	43%





Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 2: Rainwater Supply Efficiency

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Rainfall Data

Source	Baramba
Reference	9144

Date	Rainfall mm
1/01/2010	0
2/01/2010	0
3/01/2010	0
4/01/2010	0
5/01/2010	0.8
6/01/2010	0
7/01/2010	0
8/01/2010	0
9/01/2010	0
10/01/2010	0
11/01/2010	0
12/01/2010	0
13/01/2010	0
14/01/2010	0
15/01/2010	0
16/01/2010	0
17/01/2010	0
18/01/2010	0
19/01/2010	0
20/01/2010	0
21/01/2010	0
22/01/2010	0
23/01/2010	0
24/01/2010	0
25/01/2010	0
26/01/2010	0
20/02/2010	0

Catchment / Storage Properties

catchment area	650	m2
catchment IL	0.5	mm
effective storage vol	144	kL
initial storage	80	kL

Irrigation demand

Total Area	3000	m2
Irrigated area	100	%
Irrigation event depth	5.5	mm
Irrigation event volume	16.5	kL
Frequency (days/week)	7.0	days
Season length	8	months

In-house demand

Annual Demand	4026	kL

Month	Factor	Days	kL/day
Jan	2.00	31	23.1
Feb	2.00	28	23.1
Mar	1.00	31	11.6
Apr	1.00	30	11.6
May	1.00	31	11.6
Jun	0.00	30	0.0
Jul	0.00	31	0.0
Aug	0.00	31	0.0
Sep	0.50	30	5.8
Oct	1.00	31	11.6
Nov	1.00	30	11.6
Dec	2.00	31	23.1
Daily Av	1.0	Check	4026.0

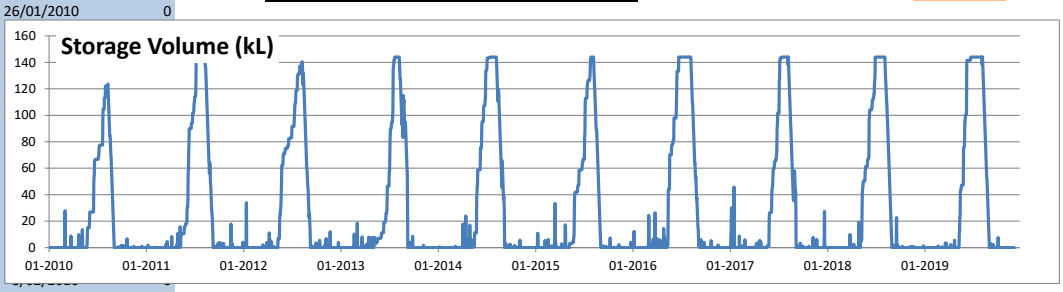
Irrigation Schedule

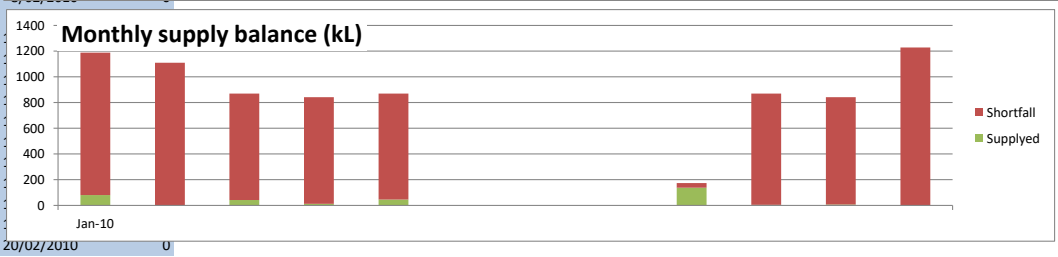
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Feb	TRUE	Tues	TRUE
Mar	TRUE	Wed	TRUE
Apr	TRUE	Thurs	TRUE
May	TRUE	Fri	TRUE
Jun	FALSE	Sat	TRUE
Jul	FALSE	Sun	TRUE
Aug	FALSE		
Sep	FALSE		
Oct	TRUE		
Nov	TRUE		
Dec	TRUE		

Model Results	Total (kL / 10 years)	
Balance	-80	-2%
Total Rainfall	3854	
Catchment Loss	253	7%
Total Runoff	3601	
Overflow	535	14%
Captured and Reused	3146	82%

Use	Demand	Supplied	Shortfall
Irrigation	40112	272	39839
In-House	40283	2874	37410
Total	80395	3146	77249

Capture efficiency	82%
Supply reliability	4%





Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 2: Dam Supply Efficiency

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Scenario	3m deep unlined; Native conductivity 1m/day
Inf Model	Aquifer connected
Rainfall Data	
Source	Baramba
Reference	9144

Date	Rainfall mm
1/01/2010	0
2/01/2010	0
3/01/2010	0
4/01/2010	0
5/01/2010	0.8
6/01/2010	0
7/01/2010	0
8/01/2010	0
9/01/2010	0
10/01/2010	0
11/01/2010	0
12/01/2010	0
13/01/2010	0
14/01/2010	0
15/01/2010	0
16/01/2010	0
17/01/2010	0
18/01/2010	0
19/01/2010	0
20/01/2010	0
21/01/2010	0
22/01/2010	0
23/01/2010	0
24/01/2010	0
25/01/2010	0
26/01/2010	0
27/01/2010	0
28/01/2010	0
29/01/2010	0
30/01/2010	0
31/01/2010	0
1/02/2010	0
2/02/2010	0
3/02/2010	0
4/02/2010	0
5/02/2010	0
6/02/2010	0
7/02/2010	0
8/02/2010	0
9/02/2010	0
10/02/2010	0
11/02/2010	0
12/02/2010	0
13/02/2010	0
14/02/2010	0
15/02/2010	0
16/02/2010	0
17/	
18/	
19/	
20/	
21/	
22/	
23/	
24/	
25/	
26/	
27/	
28/	
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11/	
12/	
13/	

Climate Data

Month	Pan Evap mm/month	mm/day	Surr GWL m AHD
Jan	255	8.2	62.5
Feb	217	7.5	62.5
Mar	185	6.0	62.5
Apr	115	3.8	62.5
May	74	2.4	62.5
Jun	56	1.9	62.5
Jul	58	1.9	62.5
Aug	71	2.3	62.5
Sep	91	3.0	62.5
Oct	136	4.4	62.5
Nov	181	6.0	62.5
Dec	229	7.4	62.5
Jan	255	8.2	62.5

Model Inputs

initial water level	65.00	mAD
pan evaporation factor	0.75	El/Ep
aquifer conductivity - 10^		m/s
aquifer conductivity	0.1	m/day
distance of influence	150	m
base of aquifer	50	m
base of lake	62.5	m AD
depression storage	5	mm
natural surface level	66	mAD
site area draining to lake	0.1	ha
overflow level	65.5	m
max volume	2519.230769	m3
maintained lake level	65	m

In-house demand

Annual Demand	0	kL

Month	Factor	Days	kL/day
Jan	1.00	31	0.0
Feb	1.00	28	0.0
Mar	1.00	31	0.0
Apr	1.00	30	0.0
May	1.00	31	0.0
Jun	1.00	30	0.0
Jul	1.00	31	0.0
Aug	1.00	31	0.0
Sep	1.00	30	0.0
Oct	1.00	31	0.0
Nov	1.00	30	0.0
Dec	1.00	31	0.0
Daily Av	1.0	Check	0.0

Lake Surface Area Contours

Level	Area (m2)	Perimeter	Storage
62.5	1000	150	0
63	1000	150	500
63.5	1000	150	1000
64	1000	150	1500
64.5	1000	150	2000
65	1000	150	2500

Irrigation demand

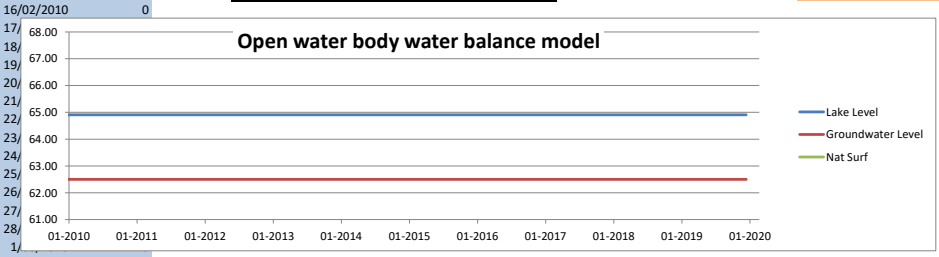
Total Area	65000	m2
Irrigated area	100	%
Irrigation event depth	1.3	mm
Irrigation event volume	82	kL
Frequency (days/week)	7.0	days
Season length	12.0	months

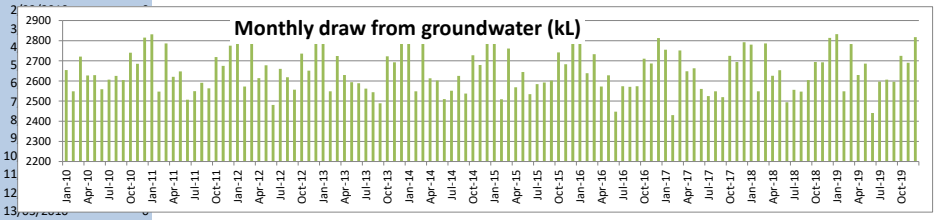
Irrigation Schedule

Month		Day	
Jan	TRUE	Mon	TRUE
Feb	TRUE	Tues	TRUE
Mar	TRUE	Wed	TRUE
Apr	TRUE	Thurs	TRUE
May	TRUE	Fri	TRUE
Jun	TRUE	Sat	TRUE
Jul	TRUE	Sun	TRUE
Aug	TRUE		
Sep	TRUE		
Oct	TRUE		
Nov	TRUE		
Dec	TRUE		

Model Results	Total (ML)
Change in Storage	300.64

INPUTS		Peak Annual
Direct Rainfall	6	0.8
Catchment Runoff	0	0.0
GW top-up	318	32.0
OUTPUTS		
Evaporation	12.5	1.3
Net seepage to GW	11.0	1.1
Overflow as Stormwater	0.0	0.0





Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 3: Recycling and Disposal Scenario 1

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Non Drinking Water Generation

Waste Type	Generation (kL/yr) Calculated	Generation (kL/yr) Adopted	Disposal
Domestic Greywater Type 1	0	0	On-Site
Commercial Greywater Type 1	0	0	On-Site
Domestic Greywater Type 2	0	0	On-Site
Commercial Greywater Type 2	0	0	On-Site
Domestic Blackwater	124	124	On-Site
Commercial Blackwater	0	0	On-Site
On-site disposal	124	124	
Untreated Sewer Volume	0	0	

Rainwater and Groundwater Sources

Design Rainfall	mm/yr	702
Catchment	m2	2000
Reuse efficiency	%	37
Volume of rain water	kL	519
Available Drinking Water	kL/yr	-
Available RWT (house) water	kL/yr	61
Available RWT (sheds) water	kL/yr	315
Available Dam water	kL/yr	32,409
Available Groundwater	kL/yr	18,184
Available TWW	kL/yr	124
Backyard bore usage	kL/yr	1,458

Source Availability / Distribution

Non potable demand allocation

Source	Primary Demand (kL/yr) Calculated	Primary Demand (kL/yr) Adopted	Available	Primary Supply	Excess Demand	Backup Source	Backup Demand	Backup Supply	Shortfall	
RW1	143	143	61	61	82	GNDW	0	0	0	Rainwater tanks
RW2	4,026	4,026	315	315	3,711	GNDW	0	0	0	Rainwater tanks
SW	30,147	30,147	32,409	30,147	0	GNDW	0	0	0	Dam
GNDW	0	0	18,184	0	0	SW	3,794	3,794	0	Bore
TWW/BB	1,582	1,582	1,582	1,582	0	SW	0	0	0	Treated wastewater/Backyard bore

Actual supply volumes

Resouce	Demand	Supplied	Excess		
RW1	143	61	-82		
RW2	4,026	315	-3,711		
SW	30,147	30,147	2,262		
GNDW	0	3,794	18,184	35,693	Total groundwater take
TWW	1,582	1,582	0		
	35,899	35,899	16,652	14,308	Potential redistribution

Excess Non-Drinking Water

Total Disposal	-29,899	kL/year
Average Disposal	-82	kL/day
Storage Volume	0	kL
Rainfall Runoff Coefficient	0.1	mm/mm
Daily Duration of Irrigation	3	hr/day
Effective EVT (% pp-evt)	80	%
Infiltration Rate	0.5	mm/hr
Irrigated Area	2,000	m2
Infiltration potential	3	kL/day

Waste Water Balance	ML	%
Recycled NDW	30,147	12135%
Onsite Disposal	0	0%
Total Onsite Reuse / Disposal	30,147	12135%
Treated NDW Offsite Disposal	-29,899	-12035%
Untreated Offsite Disposal	0	0%
Total Offsite Disposal	-29,899	-12035%

Month	Days	PP-EVT mm	Rainfall mm	Runoff mm	Excess EVT mm	Seasonal Factor	Disposal Volume kL	Infiltration Capacity kL	Potential EVT kL	Potential Disposal kL	WW Storage kL	Onsite Disposal kL	Disposal to Sewer kL
Jan	31	272	12.2	1.22	206.62	1	-2539	93	331	424	-25,066	0	0
Feb	28	228	20.1	2.01	164.31	1	-2294	84	263	347	-27,360	0	0
Mar	31	205	18.3	1.83	147.53	1	-2539	93	236	329	0	0	-29899
Apr	30	141	40.3	4.03	76.53	1	-2457	90	122	212	-2,457	0	0
May	31	99	97.5	9.75	-8.55	1	-2539	93	-14	79	-4,997	0	0
Jun	30	74	148.3	14.83	-74.27	1	-2457	90	-119	0	-7,454	0	0
Jul	31	82	147.9	14.79	-67.51	1	-2539	93	-108	0	-9,994	0	0
Aug	31	96	114.2	11.42	-25.98	1	-2539	93	-42	51	-12,533	0	0
Sep	30	122	79.6	7.96	25.96	1	-2457	90	42	132	-14,990	0	0
Oct	31	174	41.2	4.12	102.12	1	-2539	93	163	256	-17,530	0	0
Nov	30	210	32.1	3.21	139.11	1	-2457	90	223	313	-19,987	0	0
Dec	31	253	10.6	1.06	192.86	1	-2539	93	309	402	-22,527	0	0
					Daily Average Factor	1.0							
					Disposal Balance		-29899	1095	1406	2545		0	-29899
					%		100%	-4%	-5%	-9%		0%	100%

Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 1: Water Demands and Waste Generation (Scenario 2)

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Domestic Uses

Dwelling Type		Lifestyle			Traditional			Cottage			Terrace			Apartment			Other		
No. households		1			0			0			0			0			0		
Population / household		2.3			2.736			1.814			1.765			1.552			1.552		
Occupancy %		100			100			100			100			100			100		
Effective Population		2.3			0			0			0			0			0		
Use	Base Rate	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste
Domestic Individual Usage	kL/pp/day																		
Shower	0.05	0.05	RW1	BW	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1
Kitchen sink	0.008	0.008	RW1	BW	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2
Bathroom basin	0.006	0.006	RW1	BW	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1
Dishwasher	0.003	0.003	RW1	BW	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2
Bath	0.001	0.001	RW1	BW	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1
Laundry trough	0.004	0.004	RW1	BW	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1
Toilet	0.033	0.033	RW1	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	DW	BW
Washing machine	0.042	0.042	RW1	BW	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1
Household Usage	kL/household/day																		
Leaks	0.029	0.029	RW1	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A
Car washing	0.002	0.002	TWW/BB	BW	0.002	DW	N/A	0.002	DW	N/A	0.002	DW	N/A	0	DW	N/A	0.002	DW	N/A
Evaporative cooling	0.006	0.006	RW1	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A
Other	0.004	0.004	TWW/BB	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A
Other	kL/each/year																		
Household / Communal Pools	90	7.2	RW1	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A
Domestic Irrigation																			
Number Lots		1			0			0			0			0			0		
Average Lot Area	m2	2000			600			250			150			2000			100		
Irrigated area	%	100			25			25			25			22			50		
Irrigation event depth	mm	10			10			10			10			10			10		
Frequency (days/week)	days	2			2			2			2			2			2		
Season length	months	9			9			9			9			9			9		
Source		TWW/BB			GNDW			GNDW			GNDW			GNDW			GNDW		
No. Irrigation Events		79.0			79.0			79.0			79.0			79.0			79.0		
Irrigation Demand	kL/year	1580.0			0.0			0.0			0.0			0.0			0.0		
Domestic Waste Streams	kL/year																		
Greywater Type 1 (GW1)		0			0			0			0			0			0		
Greywater Type 2 (GW2)		0			0			0			0			0			0		
Black Water (BW)		124			0			0			0			0			0		
Lost (N/A)		21			0			0			0			0			0		
Irrigation (IRR)		1580			0			0			0			0			0		
Overall Domestic Demand																			
Rainwater tanks - house (RW)	kL/year	143			0			0			0			0			0		
Rainwater tanks - sheds (RW2)		0			0			0			0			0			0		
Dam Water (SW)		0			0			0			0			0			0		
Groundwater (GNDW)		0			0			0			0			0			0		
Treated wastewater (TWW/BB)		1582			0			0			0			0			0		
Total Demand		1726			0			0			0			0			0		
Total per capita demand	kL/pp/yr	750			########			########			########			########			########		
Per capita DW demand		62			########			########			########			########			########		

Crop Irrigation

		Beans	Carrots	Lettuce	Olives	Citrus	Nursery (vines)	Wine grapes (RDI)
Total Area	m2	1000	1000	1000	3000	3000	2000	44000
Irrigated area	%	100	100	100	100	100	100	100
Irrigation event depth	mm	6.3	5.5	4.7	2.3	3.6	1.54	0.77
Frequency (days/week)	days	7	7	7	7	7	7	7
Season length	months	8	8	8	12	12	12	12
Source		RW2	RW2	RW2	SW	SW	SW	SW
No. Irrigation Events		244.0	244.0	244.0	366.0	366.0	366.0	366.0
Irrigation Demand	kL/year	1537.2	1342.0	1146.8	2525.4	3952.8	1127.3	12400.1
DPIRD Estimated demand	kL/hecta	######	13460	11450	8440	13010		2850

Commercial Uses

	Base rate kL/year	Qty	Rate kL/year	Source	Waste	Total kL/year	Comment
Hospitality	570	0	570	DW	BW	0	
Laundary 30,000 kg/week	21915	0	21915	DW	GW	0	

Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 1: Water Demands and Waste Generation (Scenario 2)

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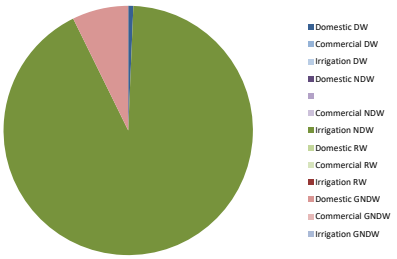
Demand Based Water Balance (kL/year)

	Domestic kL / year	Commercial kL / year	Crop Irr' kL / year	Total kL / year	%
Total Water Use	1726	0	24032	25757	100.0%
Source Demand					
Rainwater tanks - house (RW)	143	0	0	143	0.6%
Rainwater tanks - sheds (RW2)	0	0	4026	4026	
Dam Water (SW)	0	0	20006	20006	77.7%
Groundwater (GNDW)	0	0	0	0	0.0%
Treated wastewater Backyard bore (TWW/BB)	1582	0	0	1582	6.1%
					84.4%
Waste					
Greywater Type 1 (GW1)	0	0		0	0.0%
Greywater Type 2 (GW2)	0	0		0	0.0%
Black Water (BW)	124	0		124	0.5%
Lost (N/A)	21	0		21	0.1%
Irrigation (IRR)	1580	0	24032	25612	99.4%
					100.0%

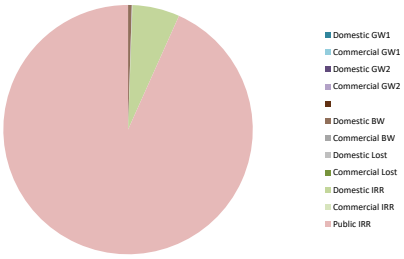
Performance

Population	2	people
Crop Area	6	ha
Per Capita Domestic Total Water	11199	kL/person/year
Per Capita Domestic Drinking Water	750	kL/person/year
Crop Irrigation Rate	0.05	kL/m2/year

Sources Demand



Waste Streams



Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 2: Dam Supply Efficiency (Scenario 2)

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Scenario	3m deep unlined; Native conductivity 1m/day
Inf Model	Aquifer connected
Rainfall Data	
Source	Baramba
Reference	9144

Date	Rainfall mm
1/01/2010	0
2/01/2010	0
3/01/2010	0
4/01/2010	0
5/01/2010	0.8
6/01/2010	0
7/01/2010	0
8/01/2010	0
9/01/2010	0
10/01/2010	0
11/01/2010	0
12/01/2010	0
13/01/2010	0
14/01/2010	0
15/01/2010	0
16/01/2010	0
17/01/2010	0
18/01/2010	0
19/01/2010	0
20/01/2010	0
21/01/2010	0
22/01/2010	0
23/01/2010	0
24/01/2010	0
25/01/2010	0
26/01/2010	0
27/01/2010	0
28/01/2010	0
29/01/2010	0
30/01/2010	0
31/01/2010	0
1/02/2010	0
2/02/2010	0
3/02/2010	0
4/02/2010	0
5/02/2010	0
6/02/2010	0
7/02/2010	0
8/02/2010	0
9/02/2010	0
10/02/2010	0
11/02/2010	0
12/02/2010	0
13/02/2010	0
14/02/2010	0
15/02/2010	0
16/02/2010	0
17/	
18/	
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Climate Data

Month	Pan Evap mm/month	mm/day	Surr GWL m AHD
Jan	255	8.2	62.5
Feb	217	7.5	62.5
Mar	185	6.0	62.5
Apr	115	3.8	62.5
May	74	2.4	62.5
Jun	56	1.9	62.5
Jul	58	1.9	62.5
Aug	71	2.3	62.5
Sep	91	3.0	62.5
Oct	136	4.4	62.5
Nov	181	6.0	62.5
Dec	229	7.4	62.5
Jan	255	8.2	62.5

Model Inputs

initial water level	65.00	mAD
pan evaporation factor	0.75	El/Ep
aquifer conductivity - 10^		m/s
aquifer conductivity	0.1	m/day
distance of influence	150	m
base of aquifer	50	m
base of lake	62.5	m AD
depression storage	5	mm
natural surface level	66	mAD
site area draining to lake	0.1	ha
overflow level	65.5	m
max volume	2519.230769	m3
maintained lake level	65	m

In-house demand

Annual Demand	0	kL

Month	Factor	Days	kL/day
Jan	1.00	31	0.0
Feb	1.00	28	0.0
Mar	1.00	31	0.0
Apr	1.00	30	0.0
May	1.00	31	0.0
Jun	1.00	30	0.0
Jul	1.00	31	0.0
Aug	1.00	31	0.0
Sep	1.00	30	0.0
Oct	1.00	31	0.0
Nov	1.00	30	0.0
Dec	1.00	31	0.0
Daily Av	1.0	Check	0.0

Lake Surface Area Contours

Level	Area (m2)	Perimeter	Storage
62.5	1000	150	0
63	1000	150	500
63.5	1000	150	1000
64	1000	150	1500
64.5	1000	150	2000
65	1000	150	2500

Irrigation demand

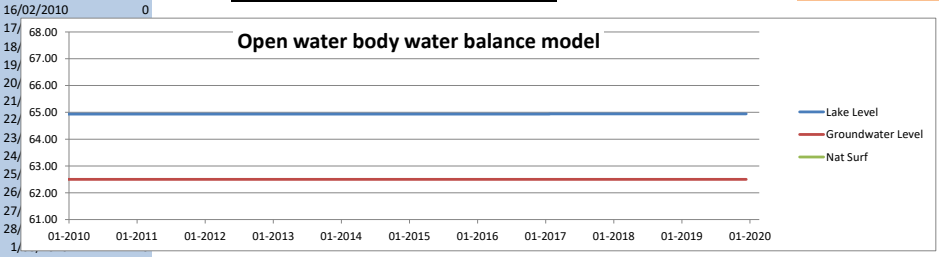
Total Area	52000	m2
Irrigated area	100	%
Irrigation event depth	1.1	mm
Irrigation event volume	55	kL
Frequency (days/week)	7.0	days
Season length	12.0	months

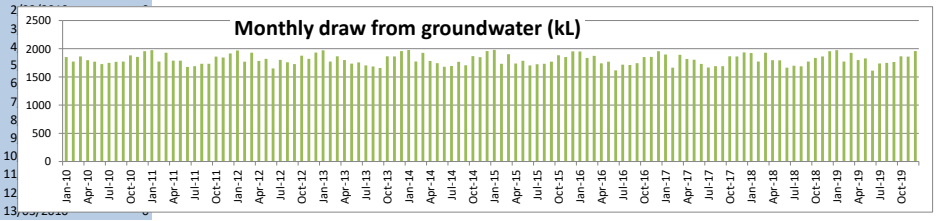
Irrigation Schedule

Month		Day	
Jan	TRUE	Mon	TRUE
Feb	TRUE	Tues	TRUE
Mar	TRUE	Wed	TRUE
Apr	TRUE	Thurs	TRUE
May	TRUE	Fri	TRUE
Jun	TRUE	Sat	TRUE
Jul	TRUE	Sun	TRUE
Aug	TRUE		
Sep	TRUE		
Oct	TRUE		
Nov	TRUE		
Dec	TRUE		

Model Results	Total (ML)
Change in Storage	199.51

INPUTS		Peak Annual
Direct Rainfall	6	0.8
Catchment Runoff	0	0.0
GW top-up	217	21.9
OUTPUTS		
Evaporation	12.5	1.3
Net seepage to GW	11.1	1.1
Overflow as Stormwater	0.0	0.0





Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road
Sheet 3: Recycling and Disposal Scenario 2

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Non Drinking Water Generation

Waste Type	Generation (kL/yr) Calculated	Generation (kL/yr) Adopted	Disposal
Domestic Greywater Type 1	0	0	On-Site
Commercial Greywater Type 1	0	0	On-Site
Domestic Greywater Type 2	0	0	On-Site
Commercial Greywater Type 2	0	0	On-Site
Domestic Blackwater	124	124	On-Site
Commercial Blackwater	0	0	On-Site
On-site disposal	124	124	
Untreated Sewer Volume	0	0	

Rainwater and Groundwater Sources

Design Rainfall	mm/yr	702	
Catchment	m2	2000	
Reuse efficiency	%	37	
Volume of rain water	kL	519	
Available Drinking Water	kL/yr	-	
Available RWT (house) water	kL/yr	61	
Available RWT (sheds) water	kL/yr	315	
Available Dam water	kL/yr	24,809	Irrigated area reduced to 6Ha
Available Groundwater	kL/yr	4,283	24,000 kL given up to other lots
Available TWW	kL/yr	124	
Backyard bore usage	kL/yr	1,458	

Source Availability / Distribution

Non potable demand allocation

Source	Primary Demand (kL/yr) Calculated	Primary Demand (kL/yr) Adopted	Available	Primary Supply	Excess Demand	Backup Source	Backup Demand	Backup Supply	Shortfall	
RW1	143	143	61	61	82	GNDW	0	0	0	Rainwater tanks
RW2	4,026	4,026	315	315	3,711	GNDW	0	0	0	Rainwater tanks
SW	20,006	20,006	24,809	20,006	0	GNDW	0	0	0	Dam
GNDW	0	0	4,283	0	0	SW	3,794	3,794	0	Bore
TWW/BB	1,582	1,582	1,582	1,582	0	SW	0	0	0	Treated wastewater/Backyard bore

Actual supply volumes

Resouce	Demand	Supplied	Excess		
RW1	143	61	-82		
RW2	4,026	315	-3,711		
SW	20,006	20,006	4,804		
GNDW	0	3,794	4,283	25,565	Total groundwater take
TWW/BB	1,582	1,582	0		
	25,757	25,757	5,294	2,950	

Excess Non-Drinking Water

Total Disposal	-19,757	kL/year
Average Disposal	-54	kL/day
Storage Volume	0	kL
Rainfall Runoff Coefficient	0.1	mm/mm
Daily Duration of Irrigation	3	hr/day
Effective EVT (% pp-evt)	80	%
Infiltration Rate	0.5	mm/hr
Irrigated Area	2,000	m2
Infiltration potential	3	kL/day

Waste Water Balance	ML	%
Recycled NDW	20,006	8052%
Onsite Disposal	0	0%
Total Onsite Reuse / Disposal	20,006	8052%
Treated NDW Offsite Disposal	-19,757	-7952%
Untreated Offsite Disposal	0	0%
Total Offsite Disposal	-19,757	-7952%

Month	Days	PP-EVT mm	Rainfall mm	Runoff mm	Excess EVT mm	Seasonal Factor	Disposal Volume kL	Infiltration Capacity kL	Potential EVT kL	Potential Disposal kL	WW Storage kL	Onsite Disposal kL	Disposal to Sewer kL
Jan	31	272	12.2	1.22	206.62	1	-1678	93	331	424	-16,564	0	0
Feb	28	228	20.1	2.01	164.31	1	-1516	84	263	347	-18,079	0	0
Mar	31	205	18.3	1.83	147.53	1	-1678	93	236	329	0	0	-19757
Apr	30	141	40.3	4.03	76.53	1	-1624	90	122	212	-1,624	0	0
May	31	99	97.5	9.75	-8.55	1	-1678	93	-14	79	-3,302	0	0
Jun	30	74	148.3	14.83	-74.27	1	-1624	90	-119	0	-4,926	0	0
Jul	31	82	147.9	14.79	-67.51	1	-1678	93	-108	0	-6,604	0	0
Aug	31	96	114.2	11.42	-25.98	1	-1678	93	-42	51	-8,282	0	0
Sep	30	122	79.6	7.96	25.96	1	-1624	90	42	132	-9,906	0	0
Oct	31	174	41.2	4.12	102.12	1	-1678	93	163	256	-11,584	0	0
Nov	30	210	32.1	3.21	139.11	1	-1624	90	223	313	-13,207	0	0
Dec	31	253	10.6	1.06	192.86	1	-1678	93	309	402	-14,885	0	0
				Daily Average Factor		1.0							
					Disposal Balance		-19757	1095	1406	2545		0	-19757
					%		100%	-6%	-7%	-13%		0%	100%

SITE WATER BALANCE CALCULATION
Water Use, Recycling and Disposal

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Client	**G Longo & G Longo Family Trust**
Site	**Lot 100 Bennies Road (new lots)**

Data Legend

	Input
	Assumption
	Result
	Information
	Calculation

Description

Water balance for the new lots

No connection to scheme water or reticulated sewerage is available at the property.
Wastewater is collected, treated and used for irrigation of garden areas.
Rainwater tanks are provided for each new lot fed from Household roofs:
- 120,000 litres used for household purposes.
24,000 kL/year groundwater entitlements are transferred to new lots (12,000 kL per lot)

BALANCE (1) - MIXED CROPPING

BALANCE (2) - LOW WATER DEMAND CROPPING

Change since previous revision

.....

Revision	By	Checked	Date
0	KN	HB	6/08/2012
1	HB		26/03/2020

Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road (new lots)
Sheet 1: Water Demands and Waste Generation (Scenario 1)

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Domestic Uses

Dwelling Type		Lifestyle			Traditional			Cottage			Terrace			Apartment			Other		
No. households		2			0			0			0			0			0		
Population / household		2.3			2.736			1.814			1.765			1.552			1.552		
Occupancy %		100			100			100			100			100			100		
Effective Population		4.6			0			0			0			0			0		
Use	Base Rate	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste
Domestic Individual Usage	kL/pp/day																		
Shower	0.05	0.05	RW1	BW	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1
Kitchen sink	0.008	0.008	RW1	BW	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2
Bathroom basin	0.006	0.006	RW1	BW	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1
Dishwasher	0.003	0.003	RW1	BW	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2
Bath	0.001	0.001	RW1	BW	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1
Laundry trough	0.004	0.004	RW1	BW	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1
Toilet	0.033	0.033	RW1	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	DW	BW
Washing machine	0.042	0.042	RW1	BW	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1
Household Usage	kL/household/day																		
Leaks	0.029	0.029	RW1	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A
Car washing	0.002	0.002	TWW/BB	BW	0.002	DW	N/A	0.002	DW	N/A	0.002	DW	N/A	0	DW	N/A	0.002	DW	N/A
Evaporative cooling	0.006	0.006	RW1	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A
Other	0.004	0.004	TWW/BB	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A
Other	kL/each/year																		
Household / Communal Pools	90	0	RW1	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A
Domestic Irrigation																			
Number Lots		2			0			0			0			0			0		
Average Lot Area	m2	2000			600			250			150			2000			100		
Irrigated area	%	100			25			25			25			22			50		
Irrigation event depth	mm	10			10			10			10			10			10		
Frequency (days/week)	days	2			2			2			2			2			2		
Season length	months	9			9			9			9			9			9		
Source		TWW/BB			GNDW			GNDW			GNDW			GNDW			GNDW		
No. Irrigation Events		79.0			79.0			79.0			79.0			79.0			79.0		
Irrigation Demand	kL/year	3160.0			0.0			0.0			0.0			0.0			0.0		
Domestic Waste Streams	kL/year																		
Greywater Type 1 (GW1)		0			0			0			0			0			0		
Greywater Type 2 (GW2)		0			0			0			0			0			0		
Black Water (BW)		248			0			0			0			0			0		
Lost (N/A)		28			0			0			0			0			0		
Irrigation (IRR)		3160			0			0			0			0			0		
Overall Domestic Demand																			
Rainwater tanks - house (RW)	kL/year	273			0			0			0			0			0		
Rainwater tanks - sheds (RW2)		0			0			0			0			0			0		
Dam Water (SW)		0			0			0			0			0			0		
Groundwater (GNDW)		0			0			0			0			0			0		
Treated wastewater (TWW/BB)		3164			0			0			0			0			0		
Total Demand		3437			0			0			0			0			0		
Total per capita demand	kL/pp/yr	747			########			########			########			########			########		
Per capita DW demand		59			########			########			########			########			########		

Crop Irrigation

		Beans	Carrots	Lettuce	Olives	Citrus	Nursery
Total Area	m2	2000	2000	2000	6000	6000	2000
Irrigated area	%	100	100	100	100	100	100
Irrigation event depth	mm	6.3	5.5	4.7	2.3	3.6	4
Frequency (days/week)	days	7	7	7	7	7	7
Season length	months	8	8	8	12	12	12
Source		GNDW	GNDW	GNDW	GNDW	GNDW	GNDW
No. Irrigation Events		244.0	244.0	244.0	366.0	366.0	366.0
Irrigation Demand	kL/year	3074.4	2684.0	2293.6	5050.8	7905.6	2928.0
DPIRD Estimated demand	kL/hecta	######	13460	11450	8440	13010	14870

Commercial Uses

	Base rate kL/year	Qty	Rate kL/year	Source	Waste	Total kL/year	Comment
Hospitality	570	0	570	DW	BW	0	
Laundary 30,000 kg/week	21915	0	21915	DW	GW1	0	

Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road (new lots)
Sheet 1: Water Demands and Waste Generation (Scenario 1)

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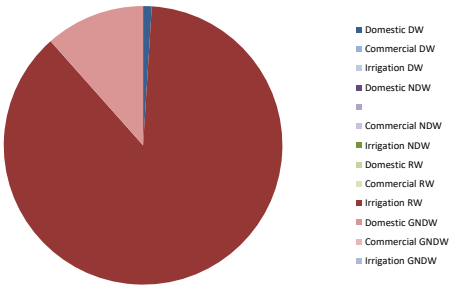
Demand Based Water Balance (kL/year)

	Domestic kL / year	Commercial kL / year	Crop Irr' kL / year	Total kL / year	%
Total Water Use	3437	0	23936	27373	100.0%
Source Demand					
Rainwater tanks - house (RW)	273	0	0	273	1.0%
Rainwater tanks - sheds (RW2)	0	0	0	0	
Dam Water (SW)	0	0	0	0	0.0%
Groundwater (GNDW)	0	0	23936	23936	87.4%
Treated wastewater Backyard bore (TWW/BB)	3164	0	0	3164	11.6%
					100.0%
Waste					
Greywater Type 1 (GW1)	0	0		0	0.0%
Greywater Type 2 (GW2)	0	0		0	0.0%
Black Water (BW)	248	0		248	0.9%
Lost (N/A)	28	0		28	0.1%
Irrigation (IRR)	3160	0	23936	27096	99.0%
					100.0%

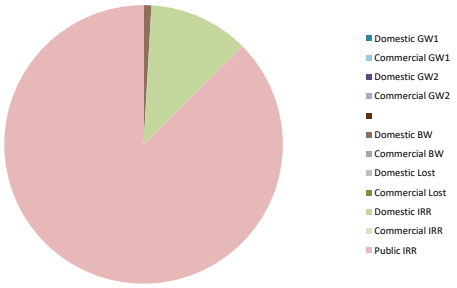
Performance

Population	5	people
Crop Area	2	ha
Per Capita Domestic Total Water	5951	kL/person/year
Per Capita Domestic Drinking Water	747	kL/person/year
Crop Irrigation Rate	0.29	kL/m2/year

Sources Demand



Waste Streams



Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road (new lots)
Sheet 2: Rainwater Supply Efficiency

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Rainfall Data

Source	Baramba
Reference	9144

Date	Rainfall mm
1/01/2010	0
2/01/2010	0
3/01/2010	0
4/01/2010	0
5/01/2010	0.8
6/01/2010	0
7/01/2010	0
8/01/2010	0
9/01/2010	0
10/01/2010	0
11/01/2010	0
12/01/2010	0
13/01/2010	0
14/01/2010	0
15/01/2010	0
16/01/2010	0
17/01/2010	0
18/01/2010	0
19/01/2010	0
20/01/2010	0
21/01/2010	0
22/01/2010	0
23/01/2010	0
24/01/2010	0
25/01/2010	0
26/01/2010	0
20/02/2010	0

Catchment / Storage Properties

catchment area	1000	m2
catchment IL	0.5	mm
effective storage vol	240	kL
initial storage	240	kL

Irrigation demand

Total Area	80000	m2
Irrigated area	0	%
Irrigation event depth	3.5	mm
Irrigation event volume	0	kL
Frequency (days/week)	7.0	days
Season length	10.5	months

In-house demand

Annual Demand	273	kL

Month	Factor	Days	kL/day
Jan	1.00	31	0.7
Feb	1.00	28	0.7
Mar	1.00	31	0.7
Apr	1.00	30	0.7
May	1.00	31	0.7
Jun	1.00	30	0.7
Jul	1.00	31	0.7
Aug	1.00	31	0.7
Sep	1.00	30	0.7
Oct	1.00	31	0.7
Nov	1.00	30	0.7
Dec	1.00	31	0.7
Daily Av	1.0	Check	272.5

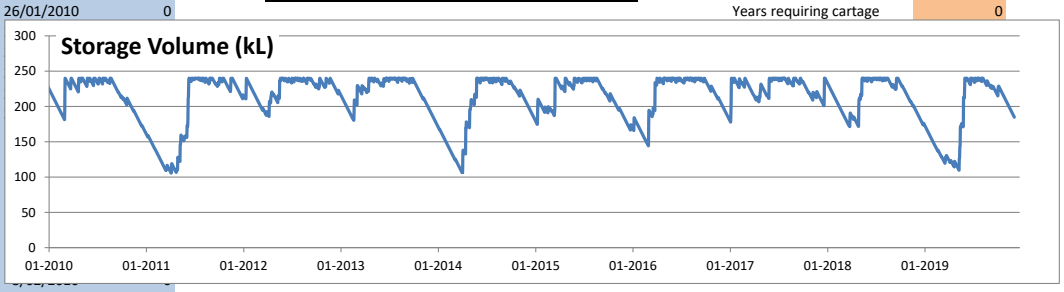
Irrigation Schedule

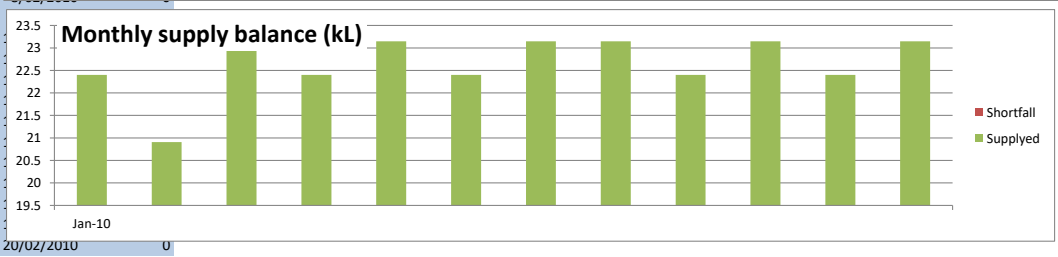
Month		Day	
Jan	TRUE	Mon	TRUE
Feb	TRUE	Tues	TRUE
Mar	TRUE	Wed	TRUE
Apr	TRUE	Thurs	TRUE
May	TRUE	Fri	TRUE
Jun	TRUE	Sat	TRUE
Jul	FALSE	Sun	TRUE
Aug	TRUE		
Sep	TRUE		
Oct	TRUE		
Nov	TRUE		
Dec	TRUE		

Model Results	Total (kL / 10 years)	
Balance	-240	-4%
Total Rainfall	5929	
Catchment Loss	389	7%
Total Runoff	5540	
Overflow	2869	48%
Captured and Reused	2726	46%

Use	Demand	Supplied	Shortfall
Irrigation	0	0	0
In-House	2726	2726	0
Total	2726	2726	0

Capture efficiency	46%
Supply reliability	100%
Years requiring cartage	0





Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road (new lots)
Sheet 3: Recycling and Disposal Scenario 1

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Non Drinking Water Generation

Waste Type	Generation (kL/yr) Calculated	Generation (kL/yr) Adopted	Disposal
Domestic Greywater Type 1	0	0	On-Site
Commercial Greywater Type 1	0	0	On-Site
Domestic Greywater Type 2	0	0	On-Site
Commercial Greywater Type 2	0	0	On-Site
Domestic Blackwater	248	248	On-Site
Commercial Blackwater	0	0	On-Site
On-site disposal	248	248	
Untreated Sewer Volume	0	0	

Rainwater and Groundwater Sources

Design Rainfall	mm/yr	702
Catchment	m2	2000
Reuse efficiency	%	37
Volume of rain water	kL	519
Available Drinking Water	kL/yr	-
Available RWT (house) water	kL/yr	273
Available RWT (sheds) water	kL/yr	0
Available Dam water	kL/yr	0
Available Groundwater	kL/yr	24,000
Available TWW	kL/yr	248
Backyard bore usage	kL/yr	2,916

Source Availability / Distribution

Non potable demand allocation

Source	Primary Demand (kL/yr) Calculated	Primary Demand (kL/yr) Adopted	Available	Primary Supply	Excess Demand	Backup Source	Backup Demand	Backup Supply	Shortfall		
RW1	273	273	273	273	0	GNDW	0	0	0	Rainwater tanks	11968.2
BB	0	0	0	0	0	GNDW	0	0	0	Backyard bore	
SW	0	0	0	0	0	GNDW	0	0	0	Dam	
GNDW	23,936	23,936	24,000	23,936	0	GNDW	0	0	0	Bore	
TWW/BB	3,164	3,164	3,164	3,164	0	GNDW	0	0	0	Treated wastewater/Backyard bore	

Actual supply volumes

Resouce	Demand	Supplied	Excess
RW1	273	273	0
RW2	0	0	0
SW	0	0	0
GNDW	23,936	23,936	64
TWW	3,164	3,164	0
	27,373	27,373	64

Excess Non-Drinking Water

Total Disposal	497	kL/year
Average Disposal	1	kL/day
Storage Volume	0	kL
Rainfall Runoff Coefficient	0.1	mm/mm
Daily Duration of Irrigation	3	hr/day
Effective EVT (% pp-evt)	80	%
Infiltration Rate	0.5	mm/hr
Irrigated Area	2,000	m2
Infiltration potential	3	kL/day

Waste Water Balance	ML	%
Recycled NDW	0	0%
Onsite Disposal	414	83%
Total Onsite Reuse / Disposal	414	83%
Treated NDW Offsite Disposal	83	17%
Untreated Offsite Disposal	0	0%
Total Offsite Disposal	83	17%

Month	Days	PP-EVT mm	Rainfall mm	Runoff mm	Excess EVT mm	Seasonal Factor	Disposal Volume kL	Infiltration Capacity kL	Potential EVT kL	Potential Disposal kL	WW Storage kL	Onsite Disposal kL	Disposal to Sewer kL
Jan	31	272	12.2	1.22	206.62	1	42	93	331	424	0	42	0
Feb	28	228	20.1	2.01	164.31	1	38	84	263	347	0	38	0
Mar	31	205	18.3	1.83	147.53	1	42	93	236	329	0	42	0
Apr	30	141	40.3	4.03	76.53	1	41	90	122	212	0	41	0
May	31	99	97.5	9.75	-8.55	1	42	93	-14	79	0	42	0
Jun	30	74	148.3	14.83	-74.27	1	41	90	-119	0	0	0	41
Jul	31	82	147.9	14.79	-67.51	1	42	93	-108	0	0	0	42
Aug	31	96	114.2	11.42	-25.98	1	42	93	-42	51	0	42	0
Sep	30	122	79.6	7.96	25.96	1	41	90	42	132	0	41	0
Oct	31	174	41.2	4.12	102.12	1	42	93	163	256	0	42	0
Nov	30	210	32.1	3.21	139.11	1	41	90	223	313	0	41	0
Dec	31	253	10.6	1.06	192.86	1	42	93	309	402	0	42	0
					Daily Average Factor	1.0							
					Disposal Balance		497	1095	1406	2545		414	83
					%		100%	220%	283%	512%		83%	17%

Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road (new lots)
Sheet 1: Water Demands and Waste Generation (scenario 2)

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Domestic Uses

		Lifestyle			Traditional			Cottage			Terrace			Apartment			Other		
Dwelling Type																			
No. households		2			0			0			0			0			0		
Population / household		2.3			2.736			1.814			1.765			1.552			1.552		
Occupancy %		100			100			100			100			100			100		
Effective Population		4.6			0			0			0			0			0		
Use	Base Rate	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste	Rate	Source	Waste
Domestic Individual Usage	kL/pp/day																		
Shower	0.05	0.05	RW1	BW	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1	0.05	DW	GW1
Kitchen sink	0.008	0.008	RW1	BW	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2	0.008	DW	GW2
Bathroom basin	0.006	0.006	RW1	BW	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1	0.006	DW	GW1
Dishwasher	0.003	0.003	RW1	BW	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2	0.003	DW	GW2
Bath	0.001	0.001	RW1	BW	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1	0.001	DW	GW1
Laundry trough	0.004	0.004	RW1	BW	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1	0.004	DW	GW1
Toilet	0.033	0.033	RW1	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	NDW	BW	0.033	DW	BW
Washing machine	0.042	0.042	RW1	BW	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1	0.042	NDW	GW1
Household Usage	kL/household/day																		
Leaks	0.029	0.029	RW1	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A	0.029	DW	N/A
Car washing	0.002	0.002	TWW/BB	BW	0.002	DW	N/A	0.002	DW	N/A	0.002	DW	N/A	0	DW	N/A	0.002	DW	N/A
Evaporative cooling	0.006	0.006	RW1	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A	0.006	DW	N/A
Other	0.004	0.004	TWW/BB	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A	0.004	DW	N/A
Other	kL/each/year																		
Household / Communal Pools	90	0	RW1	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A	0	DW	N/A
Domestic Irrigation																			
Number Lots		2			0			0			0			0			0		
Average Lot Area	m2	2000			600			250			150			2000			100		
Irrigated area	%	100			25			25			25			22			50		
Irrigation event depth	mm	10			10			10			10			10			10		
Frequency (days/week)	days	2			2			2			2			2			2		
Season length	months	9			9			9			9			9			9		
Source		TWW/BB			GNDW			GNDW			GNDW			GNDW			GNDW		
No. Irrigation Events		79.0			79.0			79.0			79.0			79.0			79.0		
Irrigation Demand	kL/year	3160.0			0.0			0.0			0.0			0.0			0.0		
Domestic Waste Streams	kL/year																		
Greywater Type 1 (GW1)		0			0			0			0			0			0		
Greywater Type 2 (GW2)		0			0			0			0			0			0		
Black Water (BW)		248			0			0			0			0			0		
Lost (N/A)		28			0			0			0			0			0		
Irrigation (IRR)		3160			0			0			0			0			0		
Overall Domestic Demand																			
Rainwater tanks - house (RW)	kL/year	273			0			0			0			0			0		
Rainwater tanks - sheds (RW2)		0			0			0			0			0			0		
Dam Water (SW)		0			0			0			0			0			0		
Groundwater (GNDW)		0			0			0			0			0			0		
Treated wastewater (TWW/BB)		3164			0			0			0			0			0		
Total Demand		3437			0			0			0			0			0		
Total per capita demand	kL/pp/yr	747			########			########			########			########			########		
Per capita DW demand		59			########			########			########			########			########		

Crop Irrigation

		Beans	Carrots	Lettuce	Olives	Citrus	Nursery (vines)	Wine grapes (RDI)
Total Area	m2	0	0	0	0	0	4000	76000
Irrigated area	%	100	100	100	100	100	100	100
Irrigation event depth	mm	6.3	5.5	4.7	2.3	3.6	1.54	0.77
Frequency (days/week)	days	7	7	7	7	7	7	7
Season length	months	8	8	8	12	12	12	12
Source		GNDW	GNDW	GNDW	GNDW	GNDW	GNDW	GNDW
No. Irrigation Events		244.0	244.0	244.0	366.0	366.0	366.0	366.0
Irrigation Demand	kL/year	0.0	0.0	0.0	0.0	0.0	2254.6	21418.3
DPIRD Estimated demand	kL/hecta	######	13460	11450	8440	13010	2x wine grapes	2850

Commercial Uses

	Base rate kL/year	Qty	Rate kL/year	Source	Waste	Total kL/year	Comment
Hospitality	570	0	570	DW	BW	0	
Laundary 30,000 kg/week	21915	0	21915	DW	GW	0	

Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road (new lots)
Sheet 1: Water Demands and Waste Generation (scenario 2)

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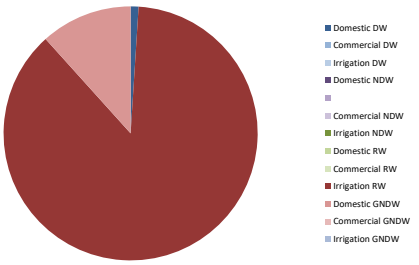
Demand Based Water Balance (kL/year)

	Domestic kL / year	Commercial kL / year	Crop Irr' kL / year	Total kL / year	%
Total Water Use	3437	0	23673	27110	100.0%
Source Demand					
Rainwater tanks - house (RW)	273	0	0	273	1.0%
Rainwater tanks - sheds (RW2)	0	0	0	0	
Dam Water (SW)	0	0	0	0	0.0%
Groundwater (GNDW)	0	0	23673	23673	87.3%
Treated wastewater Backyard bore (TWW/BB)	3164	0	0	3164	11.7%
					100.0%
Waste					
Greywater Type 1 (GW1)	0	0		0	0.0%
Greywater Type 2 (GW2)	0	0		0	0.0%
Black Water (BW)	248	0		248	0.9%
Lost (N/A)	28	0		28	0.1%
Irrigation (IRR)	3160	0	23673	26833	99.0%
					100.0%

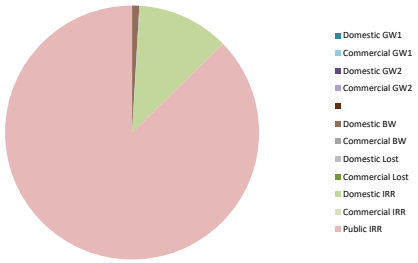
Performance

Population	5	people
Crop Area	8	ha
Per Capita Domestic Total Water	5893	kL/person/year
Per Capita Domestic Drinking Water	747	kL/person/year
Crop Irrigation Rate	0.00	kL/m2/year

Sources Demand



Waste Streams



Site Water Balance
G Longo & G Longo Family Trust: Lot 100 Bennies Road (new lots)
Sheet 3: Recycling and Disposal Scenario 2

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Non Drinking Water Generation

Waste Type	Generation (kL/yr) Calculated	Generation (kL/yr) Adopted	Disposal
Domestic Greywater Type 1	0	0	On-Site
Commercial Greywater Type 1	0	0	On-Site
Domestic Greywater Type 2	0	0	On-Site
Commercial Greywater Type 2	0	0	On-Site
Domestic Blackwater	248	248	On-Site
Commercial Blackwater	0	0	On-Site
On-site disposal	248	248	
Untreated Sewer Volume	0	0	

Rainwater and Groundwater Sources

Design Rainfall	mm/yr	702
Catchment	m2	2000
Reuse efficiency	%	37
Volume of rain water	kL	519
Available Drinking Water	kL/yr	-
Available RWT (house) water	kL/yr	273
Available RWT (sheds) water	kL/yr	0
Available Dam water	kL/yr	0
Available Groundwater	kL/yr	24,000
Available TWW	kL/yr	248
Backyard bore usage	kL/yr	2,916

Source Availability / Distribution

Non potable demand allocation

Source	Primary Demand (kL/yr) Calculated	Primary Demand (kL/yr) Adopted	Available	Primary Supply	Excess Demand	Backup Source	Backup Demand	Backup Supply	Shortfall		
RW1	273	273	273	273	0	GNDW	0	0	0	Rainwater tanks	
BB	0	0	0	0	0	GNDW	0	0	0	Backyard bore	
SW	0	0	0	0	0	GNDW	0	0	0	Dam	
GNDW	23,673	23,673	24,000	23,673	0	GNDW	0	0	0	Bore	11836.44
TWW/BB	3,164	3,164	3,164	3,164	0	GNDW	0	0	0	Treated wastewater/Backyard bore	

Actual supply volumes

Resouce	Demand	Supplied	Excess
RW1	273	273	0
RW2	0	0	0
SW	0	0	0
GNDW	23,673	23,673	327
TWW	3,164	3,164	0
	27,110	27,110	327

Excess Non-Drinking Water

Total Disposal	497	kL/year
Average Disposal	1	kL/day
Storage Volume	0	kL
Rainfall Runoff Coefficient	0.1	mm/mm
Daily Duration of Irrigation	3	hr/day
Effective EVT (% pp-evt)	80	%
Infiltration Rate	0.5	mm/hr
Irrigated Area	2,000	m2
Infiltration potential	3	kL/day

Waste Water Balance	ML	%
Recycled NDW	0	0%
Onsite Disposal	414	83%
Total Onsite Reuse / Disposal	414	83%
Treated NDW Offsite Disposal	83	17%
Untreated Offsite Disposal	0	0%
Total Offsite Disposal	83	17%

Month	Days	PP-EVT mm	Rainfall mm	Runoff mm	Excess EVT mm	Seasonal Factor	Disposal Volume kL	Infiltration Capacity kL	Potential EVT kL	Potential Disposal kL	WW Storage kL	Onsite Disposal kL	Disposal to Sewer kL
Jan	31	272	12.2	1.22	206.62	1	42	93	331	424	0	42	0
Feb	28	228	20.1	2.01	164.31	1	38	84	263	347	0	38	0
Mar	31	205	18.3	1.83	147.53	1	42	93	236	329	0	42	0
Apr	30	141	40.3	4.03	76.53	1	41	90	122	212	0	41	0
May	31	99	97.5	9.75	-8.55	1	42	93	-14	79	0	42	0
Jun	30	74	148.3	14.83	-74.27	1	41	90	-119	0	0	0	41
Jul	31	82	147.9	14.79	-67.51	1	42	93	-108	0	0	0	42
Aug	31	96	114.2	11.42	-25.98	1	42	93	-42	51	0	42	0
Sep	30	122	79.6	7.96	25.96	1	41	90	42	132	0	41	0
Oct	31	174	41.2	4.12	102.12	1	42	93	163	256	0	42	0
Nov	30	210	32.1	3.21	139.11	1	41	90	223	313	0	41	0
Dec	31	253	10.6	1.06	192.86	1	42	93	309	402	0	42	0
					Daily Average Factor	1.0							
					Disposal Balance		497	1095	1406	2545		414	83
					%		100%	220%	283%	512%		83%	17%

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

SCHEME AMENDMENT 22 – INCLUSION OF LAND IN THE GENERAL RURAL CODED ZONE (GR20 AND GR30)
LOT 100 (1492) BENNIES ROAD, COWALLA

No.	Submitter	Submission details	Recommended response
1.	DMIRS	The submitter provides the following general comment: *"The Department of Mines, Industry Regulation and Safety (DMIRS) has determined that this proposal raises no significant issues with respect to mineral and petroleum resources, geothermal energy, and basic raw materials.* *DMIRS lodges no objections to the above Scheme Amendment."*	Noted.
2.	DPLH (Aboriginal Heritage)	The submitter provides the following general comment: *"A Review of the Register of Places and Objects as well as the DPLH Aboriginal Heritage Database confirms that Lot (1492) Bennies Road, Cowalla does not intersect with the boundary of any known Aboriginal Sites or Aboriginal Heritage Places as administered by the Department of Planning, Lands and Heritage.* *The Shire of Gingin should be aware that comprehensive surveys have not been completed in this area and as such Aboriginal heritage which is not currently known to the DPLH may exist in the area and is protected under the AHA."*	Noted.
3.	DPIRD	The submitter **does not support** the proposal and provides the following general comment: *"DPIRD supports the intentions of the State Planning Policy 2.5 - Rural Planning, which states that the creation of new rural lots through ad hoc, unplanned subdivision is inconsistent with its objectives* *While Priority Agricultural Land has not been identified for the Shire of Gingin, DPIRD's soil-landscape mapping shows that the property is dominated by the Spearwood soil-landscape system, with soils identified as having moderate to high capability for intensive agricultural development. Horticulture is a major land use around Lot 100, reflecting the desirability of these soils for agricultural production."*	Noted. The officer notes the general intent of SPP 2.5. In this instance, the officer is seeking to balance the advice provided to the landowner in 2015. The officer is of the view that the proposed dual coding proposed as part of this amendment enables a logical subdivision layout that is not dissected by Bennie's Road and retains environmental attributes of the site. Progression of the proposal will not

			prevent the continued use of the land as a relatively small scale orchard.
4.	DOH	The submitter provides the following general comment: *"The DOH has no objection to the proposed amendment providing that future developments are required to connect to scheme water and Government Sewerage Policy 2019.* *Potable water must be of the quality as specified under the Australian Drinking Water Quality Guidelines 2011.* *For non-scheme water connected areas, the development is to have access to a sufficient supply of potable water that is of the quality specified under the Australian Drinking Water Quality Guidelines 2011.* *A document 'Land Use Planning for Natural Hazards' can also guide the use of land to effectively reduce risk and enhance sustainability for areas prone to hazards such as flooding (including storm surge), fire, landslide, earthquake, strong wind and erosion. Available for download from: https://knowledge.aidr.org.au/resources/land-use-planning-for-natural-hazards-handbook/*	Noted.
5.	DWER	The submitter provides the following general comment: The Department of water and Environmental Regulation has assessed the referral and has no objections.	Noted.

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

SCHEME AMENDMENT 22 – INCLUSION OF LAND IN THE GENERAL RURAL CODED ZONE (GR20 AND GR30)
LOT 100 (1492) BENNIES ROAD, COWALLA

No.	Submitter	Submission details	Recommended response
1.	DMIRS	The submitter provides the following general comment: *"The Department of Mines, Industry Regulation and Safety (DMIRS) has determined that this proposal raises no significant issues with respect to mineral and petroleum resources, geothermal energy, and basic raw materials.* *DMIRS lodges no objections to the above Scheme Amendment."*	Noted.
2.	DPLH (Aboriginal Heritage)	The submitter provides the following general comment: *"A Review of the Register of Places and Objects as well as the DPLH Aboriginal Heritage Database confirms that Lot (1492) Bennies Road, Cowalla does not intersect with the boundary of any known Aboriginal Sites or Aboriginal Heritage Places as administered by the Department of Planning, Lands and Heritage.* *The Shire of Gingin should be aware that comprehensive surveys have not been completed in this area and as such Aboriginal heritage which is not currently known to the DPLH may exist in the area and is protected under the AHA."*	Noted. The provisions of the Aboriginal Heritage Act are acknowledged.
3.	DPIRD	The submitter **does not support** the proposal and provides the following general comment: *"DPIRD supports the intentions of the State Planning Policy 2.5 - Rural Planning, which states that the creation of new rural lots through ad hoc, unplanned subdivision is inconsistent with its objectives* *While Priority Agricultural Land has not been identified for the Shire of Gingin, DPIRD's soil-landscape mapping shows that the property is dominated by the Spearwood soil-landscape system, with soils identified as having moderate to high capability for intensive agricultural development. Horticulture is a major land use around*	The proposed recoding of the land is not considered ad hoc as it is consistent with the intent of the Local Planning Strategy. As noted by the submitter, the site is not within a Priority Agricultural Area. The land is not presently used for Intensive Agriculture and the Scheme Amendment will not preclude the continued use of the land for small-scale (domestic) hobby farm purposes.

		Lot 100, reflecting the desirability of these soils for agricultural production."	
4.	DOH	The submitter provides the following general comment: *"The DOH has no objection to the proposed amendment providing that future developments are required to connect to scheme water and Government Sewerage Policy 2019.* *Potable water must be of the quality as specified under the Australian Drinking Water Quality Guidelines 2011.* *For non-scheme water connected areas, the development is to have access to a sufficient supply of potable water that is of the quality specified under the Australian Drinking Water Quality Guidelines 2011.* *A document 'Land Use Planning for Natural Hazards' can also guide the use of land to effectively reduce risk and enhance sustainability for areas prone to hazards such as flooding (including storm surge), fire, landslide, earthquake, strong wind and erosion. Available for download from: https://knowledge.aidr.org.au/resources/land-use-planning-for-natural-hazards-handbook/*	Noted.

14 REPORTS - OPERATIONS AND ASSETS

Nil

15 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

16 COUNCILLORS' OFFICIAL REPORTS

16.1 SOVEREIGN HILL COMMUNITY ASSOCIATION AGM

File:	GOV/20-1; CSV/1
Councillor:	Frank Johnson
Report Date:	20 July 2021

I attended the Sovereign Hill Community Association AGM on 10 July 2021 with Councillor Court. All committee offices were filled and the Association is very amenable to working with the Shire to resolve issues. The Association is almost ready to submit suggestions for the upgrade of the Sovereign Hill community hall.

16.2 WOODRIDGE COMMUNITY ASSOCIATION AGM

File:	GOV/20-1; CSV/1
Councillor:	Frank Johnson
Report Date:	20 July 2021

On 11 July 2021 I attended the Woodridge Community Association AGM. Again, all committee positions were filled. There is still concern in the community that King Drive needs attention, and the Association is still in discussion with Main Roads Western Australia in relation to noise from Indian Ocean Drive.

16.3 LOWER COASTAL COMMUNITIES ALLIANCE

File:	GOV/20-1; CSV/1
Councillor:	Frank Johnson
Report Date:	20 July 2021

I attended the Lower Coastal Communities Alliance meeting at Seabird on 14 July 2021. A number of issues were discussed at the meeting, including funding for a community bus for the Lower Coastal area and upcoming local government elections. The Shire was complimented on the success of the volunteer recognition event held on 22 May 2021. Apparently the re-seal on Mortimer Road, Guilderton is causing some erosion in the vicinity of the Guilderton groyne.

16.4 GINGIN DISTRICT HIGH SCHOOL PARENTS' NIGHT

File:	GOV/20-1
Councillor:	Frank Johnson
Report Date:	20 July 2021

I attended the Gingin District High School Parents' Night on 10 June 2021.

16.5 SOVEREIGN HILL COMMUNITY ASSOCIATION AGM

File:	GOV/20-1; CSV/1
Councillor:	Jan Court
Report Date:	20 July 2021

I attended the Sovereign Hill Community Association AGM on 10 July 2021 with Councillor Johnson. The meeting with Association members was a delight.

The Association has approximately $10,000 to put towards the works required on the Community Association building and will be seeking a contribution from the Shire in this regard. It would be good to move quickly on this, as the building is potentially dangerous in its current condition.

16.6 LEDGE POINT COMMUNITY ASSOCIATION

File:	GOV/20-1; CSV/1
Councillor:	Jan Court
Report Date:	20 July 2021

I attended a meeting of the Ledge Point Community Association on 11 July 2021. During the meeting it was noted that, although the Association had not formally responded to the Shire with respect to the proposal for the Ledge Point Information Bay, it is happy to proceed as suggested.

16.8 GINGIN COMMUNITY RESOURCE CENTRE

File:	GOV/20-1
Councillor:	Linda Balcombe
Report Date:	20 July 2021

I attended a meeting of the Gingin Community Resource Centre Board on 29 June 2021.

16.9 GINGIN TOWN SESQUICENTENARY CELEBRATIONS

File:	GOV/20-1
Councillor:	Linda Balcombe
Report Date:	20 July 2021

Councillor Rule and I have attended a couple of meetings of the working group that is progressing arrangements for the celebration of 150 years since the establishment of the Gingin townsite. These are progressing well and a lot of hard work has gone into the project, particularly from the Shire's Community Services and Events Officer and Communications and Marketing Officer.

17 NEW BUSINESS OF AN URGENT NATURE

Nil

18 MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC

Nil

19 CLOSURE

There being no further business, the Shire President declared the meeting closed at 04:06 pm.

The next Ordinary Council Meeting will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on 17 August 2021, commencing at 3:00pm.