



# MINUTES

## ORDINARY MEETING

## OF COUNCIL

19 JUNE 2018



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FOR  
ORDINARY MEETING OF  
COUNCIL  
HELD ON 19 JUNE 2018**

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## **SHIRE OF GINGIN**

### **MINUTES OF THE ORDINARY MEETING OF THE SHIRE OF GINGIN HELD IN THE COUNCIL CHAMBER ON TUESDAY, 19 JUNE 2018 AT 3.08 PM**

#### **DISCLAIMER**

*Members of the Public are advised that decisions arising from this Council Meeting can be subject to alteration.*

*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.*

#### **ORDER OF BUSINESS**

##### **1. DECLARATION OF OPENING**

The Shire President declared the meeting open at 3:08pm and welcomed those in attendance.

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##### **2. RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE**

###### **2.1 ATTENDANCE**

Councillors – I B Collard (Shire President), J W Elgin (Deputy Shire President), J Court, C W Fewster, F Johnson, J C Lobb, J E Morton, F J Peczka and J K Rule

Staff – A Cook (Chief Executive Officer), K Lowes (Executive Manager Corporate and Community Services), A Butcher (Executive Manager Operations-Construction), R Rasool (Executive Manager Assets), K Bacon (Acting Executive Manager Planning and Development) J Bayliss (Acting Manager Statutory Planning), L Burt (Governance Officer), M Taylor (Corporate Communications & Marketing Officer and O Edwards (Minute Officer).

Gallery – There was one member of the public present in the Gallery.

###### **2.2 APOLOGIES**

Nil

###### **2.3 LEAVE OF ABSENCE**

Nil

**3. DISCLOSURES OF INTEREST**

Nil

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**4. PUBLIC QUESTION TIME**

**4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE**

Nil

**4.2 PUBLIC QUESTIONS**

Nil

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**5. PETITIONS, DEPUTATIONS AND PRESENTATIONS**

**5.1 PETITIONS**

Nil

**5.2 DEPUTATIONS**

Nil

**5.3 PRESENTATIONS**

Nil

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**6. APPLICATIONS FOR LEAVE OF ABSENCE**

An Application for Leave of Absence was submitted by Councillor Fewster for the Ordinary Council Meeting on 17 July 2018.

**RESOLUTION**

**Moved Councillor Johnson, seconded Councillor Lobb that Council approve Councillor Fewster's Application for Leave of Absence for the Ordinary Council Meeting on 17 July 2018.**

**CARRIED UNANIMOUSLY**

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**7. CONFIRMATION OF MINUTES**

**RECOMMENDATION**

It is recommended that:

1. The Minutes of the Ordinary Meeting of Council held on 15 May 2018 be confirmed; and
2. The Minutes of the Special Meeting of Council held on 6 June 2018 be confirmed.

**RESOLUTION**

**Moved Councillor Elgin, seconded Councillor Johnson that:**

1. The Minutes of the Ordinary Meeting of Council held on 15 May 2018 be confirmed; and
2. The Minutes of the Special Meeting of Council held on 6 June 2018 be confirmed.

**CARRIED UNANIMOUSLY**

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**8. ANNOUNCEMENTS BY THE PRESIDING MEMBER**

Nil

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**9. UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS**

Nil

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**10. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**

Nil

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## **11. REPORTS**

### **11.1. OFFICE OF THE CEO**

#### **11.1.1 DISBANDING OF CHIEF EXECUTIVE OFFICER RECRUITMENT COMMITTEE**

**FILE:** GOV/33  
**AUTHOR:** LEE-ANNE BURT – GOVERNANCE OFFICER  
**REPORTING OFFICER:** AARON COOK – CHIEF EXECUTIVE OFFICER  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** 19 DECEMBER 2017      ITEM 15.1

#### **OFFICER INTEREST DECLARATION**

Nil

#### **PURPOSE**

To consider disbanding the Chief Executive Officer Recruitment Committee.

#### **BACKGROUND**

As a result of receiving a letter of resignation from the previous Chief Executive Officer, Jeremy Edwards, at its meeting on 19 September 2017 Council resolved to establish a Chief Executive Officer Recruitment Committee to:

1. Determine the selection criteria for recruitment and selection for the position of Chief Executive Officer.
2. Determine the advertising, recruitment and preliminary selection process.
3. Determine the preliminary short-list of candidates and undertake the preliminary interviews.
4. Make recommendation to Council of a shortlist of candidates for second round interviews, if required.
5. Determine other information, relevant to the position and the recruitment process, to be provided to applicants.

The following Councillors were appointed as Committee members:

1. Councillor Collard (Shire President)
2. Councillor Elgin (Deputy Shire President)
3. Councillor Court
4. Councillor Fewster
5. Councillor Peczka

The recruitment process has now been concluded.

## **COMMENT**

Given that the Chief Executive Officer Recruitment Committee was formed for a specific purpose which has now been fulfilled, it is Administration's view that consideration should now be given to disbanding it.

## **STATUTORY ENVIRONMENT**

*Local Government Act 1995*

Part 5 – Administration

Division 2 – Council meetings, committees and their meetings and electors' meetings

Section 5.8 – Establishment of committees

## **POLICY IMPLICATIONS**

Nil

## **BUDGET IMPLICATIONS**

Nil

## **STRATEGIC IMPLICATIONS**

Nil

## **VOTING REQUIREMENTS – ABSOLUTE MAJORITY**

## **RECOMMENDATION**

It is recommended that Council agree to disband the Chief Executive Officer Recruitment Committee.

## **RESOLUTION**

**Moved Councillor Elgin, seconded Councillor Court that Council agree to disband the Chief Executive Officer Recruitment Committee.**

**CARRIED BY ABSOLUTE MAJORITY  
9-0**

### 11.1.2 2018 ANNUAL REVIEW OF DELEGATED AUTHORITY REGISTER

**FILE:** GOV/15  
**AUTHOR:** LEE-ANNE BURT – GOVERNANCE OFFICER  
**REPORTING OFFICER:** AARON COOK – CHIEF EXECUTIVE OFFICER  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** NIL

<b><i>ADDENDUM – ORDINARY MEETING OF COUNCIL – 19 JUNE 2018</i></b>
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#### **Additional Information:**

As a result of Council's decision with respect to Item 11.1.1, an amended recommendation was presented by Administration to exclude Delegation 8.1 Chief Executive Officer Recruitment Committee.

An amended recommendation is provided below.

#### **RECOMMENDATION**

It is recommended that Council adopt the reviewed Delegated Authority Register as shown in Appendix 1, with the exclusion of Delegation 8.1 Chief Executive Officer Recruitment Committee

#### **OFFICER INTEREST DECLARATION**

Nil

#### **PURPOSE**

To undertake an annual review of the Shire of Gingin Delegated Authority Register in accordance with the requirements of s.5.46 of the *Local Government Act 1995* (the Act).

#### **BACKGROUND**

Under s.5.46(1) of the Act, the Chief Executive Officer is required to keep a register of all delegations made to the Chief Executive Officer and to other employees.

At least once every financial year, delegations are to be reviewed by the delegator. The last review of the Shire of Gingin Delegated Authority Register was undertaken by Council at its meeting on 20 June 2017.

#### **COMMENT**

In accordance with usual practice, Administration has undertaken a review of the Delegated Authority Register and does not propose any amendments at this point in time.

A copy of the Delegated Authority Register is now presented for Council's review as **Appendix 1**.

## **STATUTORY ENVIRONMENT**

*Local Government Act 1995*

Part 5 - Administration

Division 2 – Council meetings, committees and their meetings and electors' meetings

Section 5.16 – Delegation of some powers and duties to certain committees

Section 5.18 – Register of delegations to committees

Division 4 – Local government employees

Section 5.42 – Delegation of some powers and duties to CEO

Section 5.46 – Register of, and records relevant to, delegations to CEO and employees

## **POLICY IMPLICATIONS**

Nil

## **BUDGET IMPLICATIONS**

Nil

## **STRATEGIC IMPLICATIONS**

Nil

## **VOTING REQUIREMENTS – ABSOLUTE MAJORITY**

### **RECOMMENDATION**

It is recommended that Council adopt the reviewed Delegated Authority Register as shown in Appendix 1, with the exclusion of Delegation 8.1 Chief Executive Officer Recruitment Committee.

## **RESOLUTION**

**Moved Councillor Elgin, seconded Councillor Peczka that Council adopt the reviewed Delegated Authority Register as shown in Appendix 1, with the exclusion of Delegation 8.1 Chief Executive Officer Recruitment Committee.**

**CARRIED BY ABSOLUTE MAJORITY**

**9-0**

# APPENDIX 1



## **DELEGATED AUTHORITY REGISTER**

REVIEWED AND ADOPTED: .....



## DELEGATED AUTHORITY REGISTER

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## DELEGATED AUTHORITY REGISTER

DOCUMENT CONTROL			
Version	Details		Date
	Approved By	Action Taken	
1.	Council	Delegation Register reviewed and adopted	17/06/2014 Item 11.1.1
2.	Council	New Delegation 3.4A adopted	15/07/2014 – Item 11.1.2
3.	Council	Delegation Register reviewed and adopted	16/06/2015 – Item 11.1.4
4.	CEO – Del 1.17	Section 7 – Planning amended. Preamble deleted and Delegations 7.1 – Town Planning Powers, 7.3 – Advertising, 7.5 – Miscellaneous and 7.6 – Power of Entry.	26/11/2015 – NM7541
5.	Council	Delegation Register reviewed and adopted	21/06/2016 – Item 11.1.5
6.	Council	New Delegation 3.4B adopted	19/07/2016 – Item 11.1.2
7.	Council	Delegation Register amended to include Delegation 1.18 (omitted from version adopted by Council on 21/06/2016).	16/08/2016 – Item 11.1.3
8.	Council	Delegation Register amended by repealing Delegation 4.1 <i>Health Act 1911</i> – Appointment of Deputy and adopting Delegation 4.7 <i>Public Health Act 2016</i> – Designation of Authorised Officers and Delegation 4.8 <i>Public Health Act 2016</i> – Certificates of Authority	21/02/2017 – Item 11.1.1
9.	Council	Delegation Register reviewed and adopted	20/06/2017 – Item 11.1.1
10.	Council	New Delegation 7.8 adopted.	19/12/2017 – Item 11.3.3
11.	Council	New Delegation 1.19 adopted	20/02/2018 – Item 15.1



## DELEGATED AUTHORITY REGISTER

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### INTRODUCTION

#### Purpose of Delegating Authority

The aim of delegated authority is to assist with improving the time taken to make decisions within the constraints allowed by the relevant legislation. This is consistent with the Shire of Gingin's commitment to a strong customer service focus.

The Delegated Authority Register details the head of power for each delegation, including legislation and Council policies, to enable easier cross-referencing. The Register will be reviewed on an annual basis in accordance with the requirements of s. 5.46 of the *Local Government Act 1995*, with the coordination of the review to be performed by the Chief Executive Officer.

#### Legislation

The *Local Government Act 1995* allows for a local government to delegate to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under the *Local Government Act 1995*, except for those listed in s. 5.43.

All delegations made by the Council must be by Absolute Majority [s. 5.42(1)].

Apart from the *Local Government Act 1995*, its regulations and the Shire of Gingin's local laws created under the Act, a number of other pieces of legislation also provide for the delegation of authority by the Council including (but not limited to):

- *Building Act 2011*
- *Bush Fires Act 1954*;
- *Caravan Parks and Camping Grounds Act 1995*;
- *Control of Vehicles (Off-road Areas) Act 1978*;
- *Dog Act 1976*;
- *Environmental Protection Act 2005*;
- *Food Act 2008*;
- *Freedom of Information Act 1992*;
- *Public Health Act 2016*;
- *Land Administration Act 1997*;
- *Litter Act 1979*;
- *Local Government (Miscellaneous Provisions) Act 1960*;
- *Planning and Development Act 2005*; and
- *Strata Titles Act 1985*.

Note – Reference to an Act also includes any associated regulations and/or Shire of Gingin local laws that may be established under that Act.



## DELEGATED AUTHORITY REGISTER

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### Delegation by the Chief Executive Officer

Many of the pieces of legislation (including the *Local Government Act 1995*) which provide for delegation of authority by Council to the Chief Executive Officer also allow the Chief Executive Officer to further delegate a particular power or powers to another employee. Usually this delegation must be made in writing, and must include any conditions or limitations placed by Council on the original delegation. The Chief Executive Officer may usually also place additional conditions or limitations on the delegation as he or she considers necessary.

The Chief Executive Officer may also delegate the exercise of any power or the discharge of any duty granted under the *Local Government Act 1995* by right of his or her position as Chief Executive Officer, other than the power of delegation itself [s. 5.44].

Under s. 5.46(1) and s. 5.46(2) of the *Local Government Act 1995*, a Register of Delegations relevant to the Chief Executive Officer and other Shire employees is to be kept and reviewed at least once in every financial year. Officers are also required to keep certain records whenever they exercise a power or duty which has been delegated to them [s. 5.46(3)].

This record must contain the following information [Reg. 19 – *Local Government (Administration) Regulations 1996*]:

- How the person exercised the power or discharged the duty;
- When the person exercised the power or discharged the duty; and
- The persons or classes of persons, other than Council or committee members or employees of the local government, directly affected by the exercise of the power or discharge of the duty.

Officers with delegated powers are responsible for ensuring that the requirements of Reg. 19 are complied with.

A person to whom a power is delegated is considered to be a 'designated employee' under s. 5.74(b) of the *Local Government Act 1995* and is required to complete a Primary Return when commencing in the position and an Annual Return for each financial year thereafter.

### Acting Through Another Person

#### *Local Government Act 1995 – Section 5.45 (2)*

Nothing in this Division (Division 4 – Local Government Employees) is to be read as preventing –

- (a) a local government from performing any of its functions by acting through a person other than the CEO; or
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## DELEGATED AUTHORITY REGISTER

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- (b) a CEO from performing any of his or her functions by acting through another person.

*The key difference between a delegation and "acting through" is that a delegate exercises the delegated decision making function in his or her own right. The principal issue is that where a person has no discretion in carrying out a function, then that function may be undertaken through the "acting through" concept. Alternatively, where the decision allows for discretion on the part of the decision maker, then that function needs to be delegated for another person to have that authority.*

This difference is reinforced by s. 56 of the *Interpretation Act 1984*, which states:

56. "May" imports a discretion, "shall" is imperative

- (1) *Where in a written law the word "may" is used in conferring a power, such word shall be interpreted to imply that the power so conferred may be exercised or not, at discretion.*
- (2) *Where in a written law the word "shall" is used in conferring a function, such work shall be interpreted to mean that the function so conferred must be performed.*



## DELEGATED AUTHORITY REGISTER

### 1. ADMINISTRATION

#### 1.1 VARIATIONS AND EXTENSIONS TO TENDERS AND CONTRACTS

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s.3.18 Local Government (Functions and General) Regulations 1996 – Reg. 20</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<ol style="list-style-type: none"><li>1. To determine whether a variation is minor in accordance with <i>Local Government (Functions and General) Regulations – Reg. 20(3)</i>.</li><li>2. To approve:<ol style="list-style-type: none"><li>a. minor variations to accepted tenders prior to a contract being entered into; and</li><li>b. variations and/or extensions to existing contracts entered into by the Shire.</li></ol></li></ol>
<b>Conditions and exceptions</b>	<ol style="list-style-type: none"><li>1. Funds required to meet the cost of any variation must be contained within the amount set aside in the adopted Budget.</li><li>2. An option to extend must be specified in the original tender and contract documents.</li><li>3. Any extension must be on the same terms and conditions as the last year of the original term (allowing for price increases in line with the contract provision for price, if any).</li></ol>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file. (The Contract).
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

### 1.2 DONATIONS

<b>Legislative authority to delegate</b>	Local Government Act 1995 – s. 5.42 and 5.44)
<b>Power exercised or duty delegated</b>	Local Government Act 1995 – s. 6.7(2)
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<p>To determine requests for donation of monies up to the value of \$1,000 where a group or individual can demonstrate:</p> <ol style="list-style-type: none"> <li>1. Significant direct benefit to the local community;</li> <li>2. That the group is a community group or not for profit organisation, or is running a not for profit activity;</li> <li>3. That the group's financial status is such as to justify a donation from the Shire;</li> <li>4. That special circumstances or needs exist in the opinion of the Chief Executive Officer to warrant a donation (eg support of needy groups and individuals who bring credit to the municipality by achieving State or national representation or awards, which sees them requiring financial assistance for travelling, accommodation or other incidental expenses); and</li> <li>5. That available funding exists in the Shire's adopted budget.</li> </ol>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 1.3 - 1



## DELEGATED AUTHORITY REGISTER

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### 1.3 INSURANCE

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*

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DELEGATION 1.3 - 1



## DELEGATED AUTHORITY REGISTER

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### 1.4 STREET APPEALS

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*

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DELEGATION 1.4 - 1



## DELEGATED AUTHORITY REGISTER

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### 1.5 NATIVE TITLE CLAIMS

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*

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DELEGATION 1.5 - 1



## DELEGATED AUTHORITY REGISTER

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### 1.6 INSURANCE – MOTOR VEHICLE CLAIMS

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*Repealed by resolution of Council 17 June – Item 11.1.1*

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DELEGATION 1.6 - 1



## DELEGATED AUTHORITY REGISTER

### 1.7 CONFERENCES, SEMINARS, TRAINING COURSES – EXPENSES OF COUNCILLORS

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44)</i>
<b>Power exercised or duty delegated</b>	<i>Local Government (Administration) Regulations 1996 – Reg. 32</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To reimburse all reasonable expenses to Councillors incurred whilst attending authorised conferences, seminars and training courses and during other absences from the district on any business deemed necessary by the Chief Executive Officer. Such expenses may include accommodation, meals, refreshments, travel and other appropriate out-of-pocket expenses.
<b>Conditions and exceptions</b>	Reimbursements are subject to: <ol style="list-style-type: none"> <li>1. compliance with Council Policy No. 1.29 – Councillors' Entitlements; and</li> <li>2. Funds being available in the Shire's adopted Budget.</li> </ol>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 1.7- 1



## DELEGATED AUTHORITY REGISTER

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### 1.8 MINING TENEMENTS

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*

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DELEGATION 1.8- 1



## DELEGATED AUTHORITY REGISTER

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### 1.9 COLLECTION OF VEGETATION, SEEDS AND FIREWOOD ON LAND UNDER THE CONTROL OF THE SHIRE OF GINGIN

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s. 3.54</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To determine all applications for the picking of wildflowers or other plants and collection of wildflower or other seed or firewood on any land owned, controlled or managed by the Shire of Gingin.
<b>Conditions and exceptions</b>	Delegation does not apply to land located within townsites.
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

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DELEGATION 1.9- 1



## DELEGATED AUTHORITY REGISTER

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### 1.10 SERVING OF NOTICES REQUIRING CERTAIN THINGS TO BE DONE BY OWNER OR OCCUPIER OF LAND

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s. 3.25</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To give a person who is the owner or, unless Schedule 3.1 indicates otherwise, the occupier of land a notice requiring them to take any action specified in Schedule 3.1 of the <i>Local Government Act 1995</i> .
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

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DELEGATION 1.10 - 1



## DELEGATED AUTHORITY REGISTER

### 1.11 ADDITIONAL POWERS WHEN GIVING A NOTICE UNDER S. 3.25 OF THE LOCAL GOVERNMENT ACT 1995

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s. 3.26</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<p>In the event that a party issued with a notice under section 3.25 of the Act fails to comply with that notice:</p> <ol style="list-style-type: none"> <li>1. to do anything that the CEO considers necessary to achieve, so far as is practicable, the purpose for which the notice was given; and</li> <li>2. to recover the cost of any action taken in this regard as a debt due from the party who failed to comply with the notice.</li> </ol>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### 1.12 DOING ANY OF THE THINGS PRESCRIBED IN SCHEDULE 3.2 ON LAND THAT IS NOT SHIRE PROPERTY

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s. 3.26</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To do any of the things prescribed in Schedule 3.2 even though the land on which the thing is to be done is not Shire property and the Shire does not have consent to do it.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

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DELEGATION 1.12 - 1



## DELEGATED AUTHORITY REGISTER

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### 1.13 ENTER LAND IN AN EMERGENCY WITHOUT NOTICE OR CONSENT

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s. 3.34</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To determine that the Shire will enter any land, premises or thing immediately and without notice and perform any of a local government's functions considered appropriate to deal with an emergency.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	The power to further delegate has been prohibited in this instance.



## DELEGATED AUTHORITY REGISTER

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### 1.14 ADMINISTERING THE SHIRE'S LOCAL LAWS

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s. 3.18</i> All Shire of Gingin Local Laws
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To exercise all the powers and discharge all the duties of the Shire of Gingin so as to administer the Local Laws made by the Shire.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### 1.15 APPOINTING TENANTS – LANCELIN AGED PERSONS' UNITS

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*Repealed by resolution of Council 21 June 2016 – Item 11.1.5*

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DELEGATION 1.15 - 1



## DELEGATED AUTHORITY REGISTER

### 1.16 APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER (FOR PERIODS OF 35 DAYS OR LESS)

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 (S5.42)</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 (S5.36(1)(a))</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To make appointments to the position of Acting Chief Executive Officer.
<b>Conditions and exceptions</b>	<ol style="list-style-type: none"> <li>1. The position of Acting Chief Executive Officer can only be conferred on an employee of the Shire of Gingin who holds the position of Executive Manager and is designated as a "Senior Employee" in accordance with Section 5.37 of the <i>Local Government Act 1995</i>.</li> <li>2. Delegated authority is only granted for appointments to the position of Acting Chief Executive Officer covering a period of 35 days or less. In instances where an appointment is required for a period exceeding 35 days, then that proposed appointment must be presented to Council for determination prior to the appointment taking effect.</li> </ol>
<b>Minimum reporting requirement</b>	<ol style="list-style-type: none"> <li>1. Record to be placed on appropriate file.</li> <li>2. The Chief Executive Officer must advise Councillors of any appointments to the position of Acting Chief Executive Officer made under delegated authority, prior to the appointment taking effect.  In instances where it is necessary for an appointment to be made at short notice, then Councillors are to be advised of that appointment as soon as possible.</li> </ol>
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 1.16 - 1



## DELEGATED AUTHORITY REGISTER

### 1.17 AMENDING AND UPDATING DELEGATIONS AND POLICIES

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s.5.46</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To make routine updates to the Shire's Delegation and Policy Manuals to reflect matters such as changes in staff position titles, changes to amounts as a result of budget adoption and CPI and changes to relevant legislation, without the need to seek a resolution of Council.
<b>Conditions and exceptions</b>	Delegated authority extends only to those amendments that will not result in a significant variation to a policy or delegation and/or result in cost implications to the Shire.
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### 1.18 APPROVING OR REJECTING APPLICATIONS FOR FUNDING UNDER THE MID-YEAR COMMUNITY GRANT SCHEME

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 (S5.42)</i>
<b>Power exercised or duty delegated</b>	N/A
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To approve or reject applications for funding under the Mid-Year Community Grant Scheme.
<b>Conditions and exceptions</b>	Approval or rejection must be in accordance with recommendations made by the Mid-Year Grant Scheme Application Assessment Panel.
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	N/A



## DELEGATED AUTHORITY REGISTER

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### 1.19 ACQUISITION OF LOT 361 (36) BROCKMAN STREET, GINGIN

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s. 6.7(2)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	Acquire property described as Lot 361 (36) Brockman Street, Gingin.
<b>Conditions and exceptions</b>	<ol style="list-style-type: none"><li>1. Subject to no adverse comments being received from adjoining property owners.</li><li>2. Purchase amount not to exceed amount determined by Council (see Confidential Minutes 20 February 2018 Item 15.1).</li></ol>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

### 2. MATTERS RELATING TO FINANCE

#### 2.1 CREDITORS – PAYMENT OF

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	Local Government (Financial Management) Regulations 1996 – Reg. 12(1)
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To: <ol style="list-style-type: none"> <li>1. Make payments from the Municipal Fund, Trust Fund or Reserve Fund.</li> <li>2. Approve and sign Electronic Fund Transfers between Council's Municipal, Reserve, Trust and Interest Bearing Deposit Accounts.</li> <li>3. Approve and sign cheques/electronic fund transfers, subject to the disbursement of payments being authorised in accordance with Council's Budget as "Authorised Expenditure".</li> </ol>
<b>Conditions and exceptions</b>	<ol style="list-style-type: none"> <li>1. Each payment from the Municipal Fund, Trust Fund or Reserve Fund is to be noted on a list compiled for each month showing: <ol style="list-style-type: none"> <li>a) The payee's name</li> <li>b) The amount of the payment</li> <li>c) The date of the payment</li> <li>d) Sufficient information to identify the transaction.</li> </ol> </li> <li>2. Any disbursement of payments must be authorised in accordance with Council's Budget as "Authorised Expenditure".</li> </ol>
<b>Minimum reporting requirement</b>	Report to be presented to Council as part of its monthly financial report.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 2.1 - 1



## DELEGATED AUTHORITY REGISTER

### 2.2 WAIVE OR GRANT CONCESSIONS ON MONEY OWED TO THE SHIRE

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s. 6.12(1)(b) and (c) and s. 6.12(3)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To:  <ol style="list-style-type: none"><li>1. waive or grant concessions in relation to any amount of money, or write off any amount of money which is owed to the Shire; and</li><li>2. determine any conditions that may be applicable to the granting of a concession under subsection 6.12(1)(b).</li></ol>
<b>Conditions and exceptions</b>	<p>The maximum amount to be written off under this delegation is \$1,000.00.</p> <p>This delegation extends only to monies owed to the Shire under the provisions of the <i>Local Government Act 1995</i>.</p> <p>Fees levied under the <i>Planning and Development Act 2005</i> and the <i>Building Act 2011</i> are addressed by Council's Policy 3.19 – Fees Relating to Planning and Building Matters.</p>
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### 2.3 TRANSFER MONEY HELD IN THE TRUST FUND FOR MORE THAN 10 YEARS

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – S. 6.9(4)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To determine whether money held in the Trust Fund for more than 10 years will be transferred to the Municipal Fund.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

### 2.4 INVESTING MONEY NOT REQUIRED FOR THE TIME BEING

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – S. 6.14(1) Local Government (Financial Management) Regulations 1996 - Reg. 19</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To determine whether money held in the Municipal, Reserve or Trust Funds, that is not required for the time being will be invested.  The authority to establish and document internal control procedures to be followed by employees to ensure control over investments, enabling the identification of the nature and location of all investments and the transactions related to each investment.
<b>Conditions and exceptions</b>	Investment is to be in accordance with Council Investment Policy 3.2.
<b>Minimum reporting requirement</b>	A Report be presented to Council as part of its monthly financial report.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### 2.5 PROPERTY ACQUISITION AND DISPOSAL

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*Abolished by resolution of Council 20 August 2013 – Item 11.1.2. See Delegation 2.14.*



## DELEGATED AUTHORITY REGISTER

### 2.6 RATE BOOK

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – S. 6.39(2), 6.40, 6.49, 6.50(2), 6.56(1), 6.60(2) AND 6.76(4)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<p>To undertake the performance of the following functions of the Council:</p> <ul style="list-style-type: none"> <li>a. The discharge of the obligations specified in s.6.39(2) of the <i>Local Government Act 1995</i>.</li> <li>b. To determine the time allowed for the payment of a rate before it is deemed to be in arrears, in accordance with s.6.50(1) of the <i>Local Government Act 1995</i>.</li> <li>c. The powers conferred in s.6.40 of the <i>Local Government Act 1995</i>.</li> <li>d. The exercise of discretion in regard to granting of any extension of time for service of objections to the Rate Book in accordance with s.6.76(4) of the <i>Local Government Act 1995</i>.</li> <li>e. To consider any objection and either disallow it or allow it, wholly or in part, in accordance with s.6.76(5) of the <i>Local Government Act 1995</i>.</li> <li>f. After making a decision on an objection, to promptly serve upon the person by whom the objection was made written notice of the decision on the objection and a statement of the reason/s for that decision in accordance with s.6.76(6) of the <i>Local Government Act 1995</i>.</li> <li>f. The recovery of rates by complaint or action pursuant to the provisions of s.6.56(1) of the <i>Local Government Act 1995</i>.</li> <li>g. Entering into an agreement in accordance with s.6.49 of the <i>Local Government Act 1995</i>.</li> </ul>

DELEGATION 2.6 - 1



## DELEGATED AUTHORITY REGISTER

- h. Requiring a lessee to pay rent to the Council in satisfaction of rates or service charges due and payable in accordance with s.6.60(2) of the *Local Government Act 1995*.

**Conditions and exceptions**

Nil

**Minimum reporting requirement**

Record to be placed on appropriate file.

**CEO's Power to Delegate**

CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

Version	Decision Reference	Synopsis
1.	21/08/1997 – Item 5.1.3	Delegation adopted.
2.	29/05/2015 – By decision of CEO under Del. 1.17.	References to S6.50(1) and s6.6(2) deleted and replaced with references to s6.50(2) and s6.60(2) respectively.
3.	16/06/2015 – Item 11.1.4	Items e and f added to Delegation. Subsequent items renumbered accordingly.



## DELEGATED AUTHORITY REGISTER

### 2.7 INVITING TENDERS

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 (S5.42)</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 (S3.57)</i> <i>Local Government (Functions and General) Regulations 1996 – Reg 11</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To publicly invite tenders for the supply of goods and services as identified in the adopted Annual Budget, or as separately approved by Council.
<b>Conditions and exceptions</b>	<p>The calling of tenders is to be undertaken in accordance with Council's Policy 3.10 (Purchasing) and any other relevant policies.</p> <p>In calling for tenders, the Chief Executive Officer shall have regard to Part 4 of the <i>Local Government (Functions and General) Regulations 1996</i>.</p> <p>Acceptance of the most advantageous tender is subject to the Regulations and Council's Delegation 2.9 (Accepting or Rejecting Tenders/Quotations).</p>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file and the Tender Register.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 2.7 - 2



## DELEGATED AUTHORITY REGISTER

### 2.8 DEVELOPING TENDER DOCUMENTATION

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government (Functions and General) Regulations 1996 – Reg. 14(2a), 14(4a), 14(4d) and 14(5)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To determine: <ul style="list-style-type: none"> <li>(a) The criteria for deciding which tender should be accepted before tenders are invited;</li> <li>(b) The information that should be disclosed to those interested in submitting a tender;</li> <li>(c) Whether or not the Shire will be submitting a tender; and</li> <li>(d) Any variation to the information supplied to tenderers after the notice has been given in compliance with Regulation (5) of the Local Government (Functions and General) Regulations.</li> </ul>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.
<b>Conditions and Exceptions to On-Delegation</b>	Nil

DELEGATION 2.8 - 1



## DELEGATED AUTHORITY REGISTER

### 2.9 ACCEPTING OR REJECTING TENDERS

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 (S5.42)</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 (S3.57)</i> <i>Local Government (Functions and General) Regulations 1996 – Reg 18</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To accept or reject tenders with a value not exceeding \$250,000.
<b>Conditions and exceptions</b>	Tenders with a value greater than \$250,000 must be referred to Council for determination.  This delegation applies only to expenditure which is identified in Council's adopted Annual Budget.
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file and the Tender Register.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### 2.10 MINOR VARIATION TO ACCEPTED TENDER

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*Abolished by resolution of Council 17 June 2014 – Item 11.1.1*



## DELEGATED AUTHORITY REGISTER

### 2.11 SELECTING THE NEXT MOST APPROPRIATE TENDER

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and 5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government (Functions and General) Regulations 1996 – Reg 20(2)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To select the next most appropriate tender if: <ol style="list-style-type: none"> <li>1. the chosen tenderer is unable or unwilling to enter into a contract to supply the varied requirement; or</li> <li>2. agreement cannot be reached between the Shire and the chosen tenderer on any other variation to be included in the contract as a result of the varied requirement.</li> </ol>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### **2.12 SURPLUS ASSETS, MATERIALS, TOOLS ETC**

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*Abolished by resolution of Council 20 August 2013 – Item 11.1.2. See Delegation 2.14.*

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DELEGATION 2.12 - 1



## DELEGATED AUTHORITY REGISTER

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### **2.13      AUDIT COMMITTEE TO MEET ANNUALLY WITH AUDITOR**

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*

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DELEGATION 2.13 - 1



## DELEGATED AUTHORITY REGISTER

### 2.14 DISPOSITION OF ASSETS OTHER THAN LAND

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 (S5.42 &amp; 5.44)</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – (S3.58) Local Government (Functions &amp; General) Regulations – Reg 30</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To dispose of any Shire-owned asset (other than land) with a value not exceeding \$50,000.
<b>Conditions and exceptions</b>	Assets with a value not exceeding \$20,000 can be disposed of regardless of whether such disposal has been identified in Council's adopted Budget.  Assets with a value of between \$20,001 and \$50,000 cannot be disposed of unless such disposal has been identified in Council's adopted Budget.  Disposal of assets to be undertaken in accordance with Policy 3.18 (Disposition of Assets).
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 2.14 - 1



## DELEGATED AUTHORITY REGISTER

### 3. LAW, ORDER & PUBLIC SAFETY

#### 3.1 BUSH FIRES ACT 1954 - VARIATION OF PROHIBITED AND RESTRICTED BURNING TIMES

<b>Legislative authority to delegate</b>	<i>Bush Fires Act 1954 – s.17(10)</i>
<b>Power exercised or duty delegated</b>	<i>Bush Fires Act 1954 – s.17(7), 17(8) and 18(5)</i>
<b>Delegation to</b>	Shire President Chief Bush Fire Control Officer
<b>Delegation</b>	To jointly exercise the Shire's powers and duties under Section 17(7), 17(8) and Section 18(5) of the <i>Bush Fires Act 1954</i> in respect to varying prohibited and restricted burning times..
<b>Conditions and exceptions</b>	The Shire President and Chief Bush Fire Control Officer are to consult with the Regional Manager of the Department of Parks and Wildlife before exercising this delegated authority .
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file and local public notice given in accordance with s.18(a)(iii).
<b>CEO's Power to Delegate</b>	N/A



## DELEGATED AUTHORITY REGISTER

### 3.2 BUSH FIRES ACT 1954 – PROSECUTION OF OFFENCES

<b>Legislative authority to delegate</b>	<i>Bush Fires Act 1954 – s.59(3)</i>
<b>Power exercised or duty delegated</b>	<i>Bush Fires Act 1954 – s.59(3)</i>
<b>Delegation to</b>	Chief Executive Officer Executive Manager Planning and Development Community Emergency Services Manager/Chief Bush Fire Control Officer Coordinator Ranger and Health Services
<b>Delegation</b>	To consider offences alleged to have been committed against the <i>Bush Fires Act 1954</i> within the district, and if the delegate thinks fit, to institute and carry out proceedings in the name of the Shire against any person alleged to have committed any of those offences.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil



## DELEGATED AUTHORITY REGISTER

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### 3.3 *BUSH FIRES ACT 1954 – ISSUING INFRINGEMENT NOTICES*

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<b>Legislative authority to delegate</b>	<i>Bush Fires Act 1954 – s.59(3)</i>
<b>Power exercised or duty delegated</b>	<i>Bush Fires Act 1954 – s.59(3) and s.59A(2)</i>
<b>Delegation to</b>	Community Emergency Services Manager/Chief Bush Fire Control Officer Shire Rangers
<b>Delegation</b>	To issue infringement notices for offences against the <i>Bush Fires Act 1954</i> as prescribed for the purposes of s.59A.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil

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DELEGATION 3.3 - 1



## DELEGATED AUTHORITY REGISTER

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### **3.4      BUSH FIRES ACT 1954 – WITHDRAWAL OF INFRINGEMENT NOTICES**

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*

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DELEGATION 3.4 - 1



## DELEGATED AUTHORITY REGISTER

### 3.4A BUSH FIRES ACT 1954 – APPOINTMENT OF BUSH FIRE CONTROL OFFICERS

<b>Legislative authority to delegate</b>	<i>Bush Fires Act 1954 – s.48</i>
<b>Power exercised or duty delegated</b>	<i>Bush Fires Act 1954 – s.38</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To appoint Bush Fire Control Officers, including the Chief Bush Fire Control Officer, Deputy Chief Bush Fire Control Officer/s and Fire Weather Officer.
<b>Conditions and exceptions</b>	<ol style="list-style-type: none"> <li>1. Chief Bush Fire Control Officer is to be the Shire's Community Emergency Services Manager (or equivalent position). Any other proposed appointment must be presented to Council for consideration.</li> <li>2. Appointments to the position of Deputy Chief Bush Fire Control Officer must result from a recommendation of the Shire's Bush Fire Advisory Committee.</li> <li>3. Appointments to the position of Bush Fire Control Office must result from a recommendation of the Shire's Bush Fire Advisory Committee.</li> </ol> <p>Condition 3 does not apply to the appointment of Shire Rangers as Bush Fire Control Officers for the Shire in its entirety.</p>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil. The <i>Bush Fires Act 1954</i> does not contain any power of further delegation.

DELEGATION 3.4A - 1



## DELEGATED AUTHORITY REGISTER

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### 3.4B *BUSH FIRES ACT 1954 – APPROVAL AND ISSUE OF FIREBREAK ORDER*

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<b>Legislative authority to delegate</b>	<i>Bush Fires Act 1954 – s.48</i>
<b>Power exercised or duty delegated</b>	<i>Bush Fires Act 1954 – s.33(1)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To approve the format and content, and authorise the issue, of the annual Shire of Gingin Firebreak Order.
<b>Conditions and exceptions</b>	The draft Firebreak Order shall be submitted to the Shire's Bush Fire Advisory Committee for consideration prior to submission to the Chief Executive Officer for approval.
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil. The <i>Bush Fires Act 1954</i> does not contain any power of further delegation.



DELEGATED AUTHORITY REGISTER

3.5      EVENTS ON ROADS

*Now Delegation 5.7 Temporary Closure of Thoroughfare - Events*



## DELEGATED AUTHORITY REGISTER

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### **3.6      DOG ACT 1976 – WITHDRAWAL OF INFRINGEMENTS**

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1  
See Delegation 3.16.*

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DELEGATION 3.6 - 1



## DELEGATED AUTHORITY REGISTER

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### 3.7 ENFORCEMENT AND LEGAL PROCEEDINGS

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1  
See Delegation 3.17.*

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DELEGATION 3.7 - 1



## DELEGATED AUTHORITY REGISTER

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### **3.8 PROSECUTION FOR AN OFFENCE AGAINST THE LOCAL GOVERNMENT ACT 1995 AND SHIRE LOCAL LAWS**

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1  
See Delegation 3.17*

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DELEGATION 3.8 - 1



## DELEGATED AUTHORITY REGISTER

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### **3.9 IMPOUNDING GOODS – AUTHORISED EMPLOYEE**

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1  
See Delegation 3.17.*

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DELEGATION 3.9 - 1



## DELEGATED AUTHORITY REGISTER

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### **3.10 IMPOUNDING ABANDONED VEHICLE WRECKS – AUTHORISED EMPLOYEE**

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1  
See Delegation 3.17.*

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DELEGATION 3.10 - 1



## DELEGATED AUTHORITY REGISTER

### 3.11 DECLARING AN IMPOUNDED VEHICLE TO BE AN ABANDONED WRECK

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 - S 3.40A(4)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To declare a vehicle to be an abandoned vehicle wreck if – <ul style="list-style-type: none"> <li>(a) after 7 days from the removal of the vehicle under Section 3.40A(1) of the <i>Local Government Act 1995</i>, the owner of the vehicle has not been identified; or</li> <li>(b) after 7 days from being given notice under Section 3.40A(2) of the <i>Local Government Act 1995</i>, the owner of the vehicle has not collected it.</li> </ul>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 3.11 - 1



## DELEGATED AUTHORITY REGISTER

### 3.12 SALE OF IMPOUNDED/SEIZED/CONFISCATED VEHICLES, ANIMALS OR GOODS

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 - S 3.47</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To dispose of any vehicles, animals or goods that have been impounded/seized/confiscated under the provisions of Section 3.47 of the <i>Local Government Act 1995</i> .
<b>Conditions and exceptions</b>	<p>The Chief Executive Officer may dispose of the above only after calling public tenders in accordance with Part 4 of the <i>Local Government (Functions and General) Regulations</i>.</p> <p>The Chief Executive Officer is authorised pursuant to Section 5.43 (b) of the <i>Local Government Act 1995</i>, to accept any tender up to the value of \$5,000. Tenders for amounts exceeding \$5,000 shall be referred to the Council for consideration.</p>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 3.12 - 1



## DELEGATED AUTHORITY REGISTER

### 3.12A DESTRUCTION AND DISPOSAL OF SICK OR INJURED IMPOUNDED ANIMALS

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 - S 3.47A</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To determine that any impounded animal that is ill or injured to such an extent that treating it is not practicable shall be humanely destroyed and the carcass disposed of.
<b>Conditions and exceptions</b>	<p>Destruction and disposal of impounded animals will only be carried out by the Community Emergency Services Manager/Chief Bush Fire Control Officer or Rangers.</p> <p>In disposing of animal carcasses, Officers will have regard to any requirements of clause 5.2.6 of the Shire of Gingin Health Local Law 2004.</p>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 3.12A - 1



## DELEGATED AUTHORITY REGISTER

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### 3.13 PROCEEDINGS UNDER *DOG ACT 1976*

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1  
See Delegation 3.16.*



## DELEGATED AUTHORITY REGISTER

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### 3.14 SIGNS AND BILL POSTING

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*



## DELEGATED AUTHORITY REGISTER

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### **3.15      CAT ACT 2011 – APPOINTMENT OF AUTHORISED PERSONS**

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1  
See Delegation 3.15A.*



## DELEGATED AUTHORITY REGISTER

### 3.15A CAT ACT 2011

<b>Legislative authority to delegate</b>	<i>Cat Act 2011 – s.44</i>
<b>Power exercised or duty delegated</b>	<i>All powers and duties of the local government under the Cat Act 2011 and subsidiary legislation</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To fulfil, carry out, undertake or enforce any power or duty of the local government under the <i>Cat Act 2011</i> and its subsidiary legislation.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under another provision of this Act. (s.45(1))



## DELEGATED AUTHORITY REGISTER

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### 3.16 *DOG ACT 1976*

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<b>Legislative authority to delegate</b>	<i>Dog Act 1976 – s.10AA(1)</i>
<b>Power exercised or duty delegated</b>	All powers and duties of the local government under the <i>Dog Act 1976</i> and subsidiary legislation
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To fulfil, carry out, undertake or enforce any power or duty of the local government under the <i>Dog Act 1976</i> and its subsidiary legislation.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	The Chief Executive Officer is expressly authorised by Council to further delegate the power or duty. (s.10AA(3))



## DELEGATED AUTHORITY REGISTER

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### 3.17 APPOINTMENT OF AUTHORISED PERSONS

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s.9.10(1)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To appoint persons or classes of persons to be authorised for the purposes of performing particular functions under the <i>Local Government Act 1995</i> as specified by the Chief Executive Officer.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file with copy of written authorisation.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### 4. HEALTH

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#### 4.1 HEALTH ACT – APPOINTMENT OF DEPUTY

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*Repealed by resolution of Council 21 February 2017 – Item 11.1.1  
See Delegations 4.7 and 4.8.*



## DELEGATED AUTHORITY REGISTER

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### 4.2 TEMPORARY ACCOMMODATION

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	Council Policy 8.8 – Temporary Accommodation
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To determine applications for Temporary Accommodation with respect to Council's Policy 8.8 "Temporary Accommodation".
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATED AUTHORITY REGISTER

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### 4.3 *FOOD ACT 2008 – APPOINTMENT OF AUTHORISED OFFICERS*

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<b>Legislative authority to delegate</b>	<i>Food Act 2008 – s.118(2)</i>
<b>Power exercised or duty delegated</b>	<i>Food Act 2008 – s.122(1)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To appoint officers as Authorised Officers in accordance with section 122 of the <i>Food Act 2008</i> .
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	A list of authorised officers must be prepared and maintained in accordance with s.122(3) of the <i>Food Act 2008</i> . Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil



## DELEGATED AUTHORITY REGISTER

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### 4.4 FOOD ACT 2008 – APPOINTMENT OF DESIGNATED OFFICERS

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<b>Legislative authority to delegate</b>	<i>Food Act 2008 – s.118(2)</i>
<b>Power exercised or duty delegated</b>	<i>Food Act 2008 – s.126(13)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To appoint Authorised Officers as Designated Officers to issue, extend or withdraw infringements for offences against the <i>Food Act 2008</i> .
<b>Conditions and exceptions</b>	A person who is a designated officer for the purposes of issuing infringements cannot be a designated officer for the purposes of extending or withdrawing infringements.
<b>Minimum reporting requirement</b>	A list of designated officers must be prepared and maintained in accordance with s.122(3) of the <i>Food Act 2008</i> . Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil



## DELEGATED AUTHORITY REGISTER

### 4.5 FOOD ACT 2008 – PROHIBITION ORDERS

<b>Legislative authority to delegate</b>	<i>Food Act 2008 – s.118(2)</i>
<b>Power exercised or duty delegated</b>	<i>Food Act 2008 – s.65 Food Act 2008 – s.66 Food Act 2008 – s.67(4)</i>
<b>Delegation to</b>	Executive Manager Planning and Development Principal Environmental Health Officer
<b>Delegation</b>	<ol style="list-style-type: none"> <li>1. To serve a prohibition order on the proprietor of a food business in accordance with Part 6 of the <i>Food Act 2008</i>.</li> <li>2. To give a certificate of clearance with respect to a prohibition order served in accordance with Part 6 of the <i>Food Act 2008</i>.</li> <li>3. To give written notification to the proprietor of a food business on whom a prohibition order has been served of any decision not to give a certificate of clearance after an inspection under s.66 or 67.</li> </ol>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil

DELEGATION 4.5 - 1



## DELEGATED AUTHORITY REGISTER

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### 4.6 *FOOD ACT 2008* – REGISTRATION OF FOOD BUSINESSES

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<b>Legislative authority to delegate</b>	<i>Food Act 2008</i> – s.118(2)
<b>Power exercised or duty delegated</b>	<i>Food Act 2008</i> – s.110 <i>Food Act 2008</i> – s.112
<b>Delegation to</b>	Executive Manager Planning and Development Principal Environmental Health Officer
<b>Delegation</b>	To grant, apply conditions to, refuse, vary or cancel registration of a food business.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil



## DELEGATION REGISTER

### 4.7 PUBLIC HEALTH ACT 2016 – DESIGNATION OF AUTHORISED OFFICERS

<b>Legislative authority to delegate</b>	<i>Public Health Act 2016 s. 21</i>
<b>Power exercised or duty delegated</b>	<i>Public Health Act 2016 s. 24(1), (3) and (4)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<ol style="list-style-type: none"> <li>1. To designate a person or a class of persons as authorised officers for the purposes of: <ol style="list-style-type: none"> <li>a. the <i>Public Health Act 2016</i> or another specified act; or</li> <li>b. the specified provisions of the <i>Public Health Act 2016</i> or another specified act; or</li> <li>c. the provisions of the <i>Public Health Act 2016</i> or another specified act other than the specified provisions of that act.</li> </ol> </li> <li>2. To designate, under s. 24(1): <ol style="list-style-type: none"> <li>a. an environmental health officer or environmental health officers as a class; or</li> <li>b. a person who is not an environmental health officer or a class of persons who are not environmental health officers; or</li> <li>c. a mixture of the two.</li> </ol> </li> <li>3. To act jointly with other local governments in the designation of persons or classes of persons as authorised officers.</li> </ol>
<b>Conditions and exceptions</b>	N/A
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil. <i>Public Health Act 2016</i> does not contain a power of further delegation.
<b>CEO Delegates to</b>	N/A

DELEGATION 4.7 - 1



## DELEGATION REGISTER

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### 4.8 PUBLIC HEALTH ACT 2016 – CERTIFICATES OF AUTHORITY

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<b>Legislative authority to delegate</b>	<i>Public Health Act 2016 s. 21</i>
<b>Power exercised or duty delegated</b>	<i>Public Health Act 2016 s. 30</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To sign Certificates of Authority issued to authorised officers appointed under the <i>Public Health Act 2016</i> .
<b>Conditions and exceptions</b>	N/A
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil. <i>Public Health Act 2016</i> does not contain a power of further delegation.



## DELEGATION REGISTER

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### 4.9 FOOD ACT 2008 – DETERMINE COMPENSATION

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<b>Legislative authority to delegate</b>	<i>Food Act 2008 – s. 118(2)(b)</i>
<b>Power exercised or duty delegated</b>	<i>Food Act 2008 – s. 70(2) and 70(3)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	In respect to applications for compensation under s. 70, to determine <ol style="list-style-type: none"><li>1. whether there were insufficient grounds for making a prohibition order; and</li><li>2. where compensation is to be paid, the compensation to the applicant that is just and reasonable.</li></ol>
<b>Conditions and exceptions</b>	The level of compensation to be paid in respect of any single claim is not to exceed a maximum of \$5,000.
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	Nil. The <i>Food Act 2008</i> does not contain any power of sub-delegation.



## DELEGATION REGISTER

### 5. ENGINEERING

#### 5.1 APPLICATIONS FOR OPERATION OF "B" DOUBLES AND ROAD TRAINS

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	To approve the use of local roads deemed as suitable by the Chief Executive Officer for the operation of "B" double road trains and pocket road trains (Restricted Access Vehicle (RAV) Network 2, 3 and 4 combinations).
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<p>Any roads, other than those approved by Main Roads in consultation with Council, which will be related to direct farm or business activity access, will be dealt with on their merits, and will include road conditions if appropriate.</p> <p>The Chief Executive Officer is authorised to approve applications to use RAV Network 2,3 and 4 combinations on all local roads considered suitable for usage by that combination, provided that such usage is for the purpose of servicing an established enterprise operating from within the Municipality.</p>
<b>Conditions and exceptions</b>	The Chief Executive Officer in exercising this delegation shall have regard to Council Policy 7.6
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

DELEGATION 5.1 - 1



## DELEGATION REGISTER

### 5.2 REGISTERED GATES

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government (Uniform Local Provisions) Regulations – Reg. 9 and Reg. 10</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To approve applications for permits to erect gates across road reserves subject to the <i>Local Government Act 1995</i> .
<b>Conditions and exceptions</b>	<ol style="list-style-type: none"><li>That the road be of a minor nature with a low traffic density.</li><li>That the gate be a heavy duty swing type.</li><li>That the gate be unlocked at all times.</li><li>That all landowners adjoining the road or using the road for access to supply written approval of the proposal.</li></ol>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 5.3 PERMANENT CLOSURE OF ROADS PROCEDURES

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*

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DELEGATION 5.3 - 1



## DELEGATION REGISTER

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### 5.4 TEMPORARY CLOSURE OF THOROUGHFARES

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s.3.50</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To approve the temporary closure, either wholly or partially, of any thoroughfare managed by the Shire of Gingin.
<b>Conditions and exceptions</b>	Delegation only relates to circumstances where there is an alternative route available to traffic which might otherwise use the section of road to be closed, or the closure is intended to be of such short duration that no great inconvenience will be suffered.
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file. Elected Members to be advised of any road closure likely to be in effect for more than five working days.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 5.5 PARTIAL CLOSURE OF THOROUGHFARES FOR REPAIRS OR MAINTENANCE

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s.3.50A</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<p>To partially and temporarily close a thoroughfare without giving local public notice, if the closure –</p> <ul style="list-style-type: none"><li>(a) is for the purpose of carrying out repairs or maintenance; and</li><li>(b) is unlikely to have a significant adverse effect on users of the thoroughfare.</li></ul>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 5.6 REVOCATION OF ROAD CLOSURE ORDER

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42 and s.5.44</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s.3.50(6)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To revoke an order to temporarily close a thoroughfare under the management of the Shire of Gingin.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 5.7 TEMPORARY CLOSURE OF THOROUGHFARES - EVENTS

---

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s.5.42</i>
<b>Power exercised or duty delegated</b>	<i>Local Government Act 1995 – s.3.50</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To determine applications for the temporary closure of roads for the purpose of conducting events in accordance with the <i>Road Traffic (Events on Roads) Regulations 1991</i> .
<b>Conditions and exceptions</b>	The Chief Executive Officer shall have regard to s.3.50 of the <i>Local Government Act 1995</i> .
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

### 6. BUILDING

#### 6.1 APPROVE OR REFUSE A BUILDING PERMIT

<b>Legislative authority to delegate</b>	<i>Building Act 2011 – s.127</i>
<b>Power exercised or duty delegated</b>	<i>Building Act 2011 – s.20, 22 and 27</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<ol style="list-style-type: none"> <li>1. To approve or refuse to approve an application for the grant of a building permit.</li> <li>2. To impose any conditions on the grant of a building permit in addition to those provided for in the <i>Building Act 2011</i> and <i>Building Regulations 2012</i>.</li> <li>3. To add, vary or revoke conditions imposed before the building work is complete.</li> </ol>
<b>Conditions and exceptions</b>	<p>Consideration of an application for the grant of a building permit must have regard for the following adopted policies of Council:</p> <ul style="list-style-type: none"> <li>• 8.1 (Building Control Disclaimer);</li> <li>• 8.3 (Building Licence – Deposit for Footpaths/ Cycleway);</li> <li>• 8.4 (Sign Applications);</li> <li>• 8.5 (Amalgamation of Lots for Building Sites);</li> <li>• 8.6 (Roof Drainage);</li> <li>• 8.7 (Roof Guttering on Outbuildings);</li> <li>• 8.8 (Temporary Accommodation);</li> <li>• 8.9 (Retaining Walls);</li> </ul> <p><u>Retaining Walls</u></p> <ul style="list-style-type: none"> <li>• 8.10 (Retaining Walls – Cut and Fill of Lots); and</li> <li>• 8.11 (Oversized Outbuildings).</li> </ul> <p>This delegation applies to retaining walls between 1 metre and 1.8 metres in height. Plans showing height, length and location and accompanied by certification of structural adequacy prepared by a Professional (Structural) Engineer* must be submitted.</p>

DELEGATION 6.1 - 1



## DELEGATION REGISTER

\*Professional Engineer as defined in the Building Code of Australia.

Plans submitted for retaining walls with a height exceeding 1.8 metres must be referred to Council for determination.

The CEO is to exercise discretion in issuing a building licence for earthworks and retaining walls, prior to issuing a building licence for a dwelling on the subject lot.

**Minimum reporting  
requirement**

Record to be placed on appropriate file.

**CEO's Power to  
Delegate**

CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 6.2 BUILDING LICENCES – RETAINING WALLS

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*Abolished by resolution of Council 20 August 2013 – Item 11.1.1*  
*Abolished by resolution of Council 18 February 2014 – Item 11.1.5*  
*See Delegation 6.1*



## DELEGATION REGISTER

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### 6.3 ISSUE AN OCCUPANCY PERMIT AND A BUILDING APPROVAL CERTIFICATE

---

<b>Legislative authority to delegate</b>	<i>Building Act 2011 – s.127</i>
<b>Power exercised or duty delegated</b>	<i>Building Act 2011 – s.58</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To issue an occupancy permit and a building approval certificate in accordance with section 58 of the <i>Building Act 2011</i> .
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### **6.4 BUILDING LICENCE FEES - EXEMPTIONS**

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*Repealed by resolution of Council 17 June 2014 – Item 11.1.1*



## DELEGATION REGISTER

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### 6.5 EXTENSION OF OCCUPANCY PERMIT OR BUILDING APPROVAL CERTIFICATE

---

<b>Legislative authority to delegate</b>	<i>Building Act 2011 – s.127</i>
<b>Power exercised or duty delegated</b>	<i>Building Act 2011 – s.65</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To extend the period of duration of an Occupancy Permit or a Building Approval Certificate in accordance with section 65 of the <i>Building Act 2011</i> .
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 6.6 ISSUE BUILDING ORDERS

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<b>Legislative authority to delegate</b>	<i>Building Act 2011 – s.127</i>
<b>Power exercised or duty delegated</b>	<i>Building Act 2011 – s.110</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To issue Building Orders in accordance with section 110 of the <i>Building Act 2011</i> .
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 6.7 REVOKE BUILDING ORDERS

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<b>Legislative authority to delegate</b>	<i>Building Act 2011 – (S127)</i>
<b>Power exercised or duty delegated</b>	<i>Building Act 2011 – (S117)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To revoke Building Orders in accordance with section 117 of the <i>Building Act 2011</i> .
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 6.8 APPROVE OR REFUSE A DEMOLITION PERMIT

---

<b>Legislative authority to delegate</b>	<i>Building Act 2011 – s.127</i>
<b>Power exercised or duty delegated</b>	<i>Building Act 2011 – s.21</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To approve or refuse a demolition licence to take down a building or part of a building. Licence may be subject to such conditions as are considered necessary for the safe and proper execution of the work.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 6.9 BUILDING ACT 2011 – APPOINTMENT OF AUTHORISED PERSONS

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<b>Legislative authority to delegate</b>	<i>Building Act 2011 – (S127)</i>
<b>Power exercised or duty delegated</b>	<i>Building Act 2011 – (S96(3))</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To appoint Authorised Persons as required for the purposes of administering the requirements of the <i>Building Act 2011</i> .
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

### 7. PLANNING

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#### 7.1 TOWN PLANNING POWERS

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<b>Legislative authority to delegate</b>	<i>Planning and Development (Local Planning Schemes) Regulations 2015 – (cl. 82)</i>
<b>Power exercised or duty delegated</b>	In accordance with Delegation 7.1 Schedule 1
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To deal with applications in the manner specified in Delegation 7.1 Schedule 1.
<b>Conditions and exceptions</b>	As detailed in Delegation 7.1 Schedule 1
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

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Delegation 7.1- 1



## DELEGATION REGISTER

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### 7.2 RESTRICTIVE COVENANTS

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<b>Legislative authority to delegate</b>	Shire of Gingin Local Planning Scheme No. 9 (as amended) – Clause 11.3 -
<b>Power exercised or duty delegated</b>	<i>Transfer of Land Act 1893</i> – s.129A
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To deal with all future applications pertaining to the placing of Restrictive Covenants on freehold land within the Shire of Gingin under s.129BA of the <i>Transfer of Land Act 1893</i> .
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

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Delegation 7.2- 1



## DELEGATION REGISTER

### 7.3 ADVERTISING

<b>Legislative authority to delegate</b>	<i>Planning and Development (Local Planning Schemes) Regulations 2015 – (cl. 83)</i>
<b>Power exercised or duty delegated</b>	<i>Planning and Development (Local Planning Schemes) Regulations 2015 – (cl. 64)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To initiate advertising of an application for a 'P', 'D' or 'A' use in Table 1: Zoning Table pursuant to the provisions under Clause 64 of the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> and in accordance with Local Planning Policy.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 7.4 NON-STATUTORY DELEGATIONS

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<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.44</i>
<b>Power exercised or duty delegated</b>	
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	<p>To respond to requests, applications or referrals received by the Shire on the following matters:</p> <ul style="list-style-type: none"><li>• Sale or lease of land by State or Federal Government departments;</li><li>• Land clearing applications from State or Commonwealth agencies; and</li><li>• Mining Tenement and Exploration Licence referrals from Department of Mines and Petroleum.</li></ul>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

### 7.5 MISCELLANEOUS

**Legislative authority to delegate** *Planning and Development (Local Planning Schemes) Regulations 2015 – (cl. 83)*

**Power exercised or duty delegated**

**Delegation to** Chief Executive Officer

**Delegation** To:

- a) Address all matters which arise out of the imposition of conditions on a development approval and provide clarification where required;
- b) Determine Council's position in consultation with the Shire President (or Deputy Shire President in the absence of the Shire President) with respect to any mediation process resulting from an appeal lodged with the State Administrative Tribunal;
- c) Serve notices on property owners who are deemed to be in breach of the Shire's Local Planning Scheme No. 9 (as amended). This may relate to unlawful land use or development, non-compliance with a condition/s of development approval or contravention of a direction set by the Scheme or a Local Planning Policy;
- d) Obtain legal advice in relation to a planning matter within the designated budget allocation;
- e) Entertain initial discussions and provide direction to applicants on development proposals in line with state planning policy and current planning instruments including strategy documents endorsed/adopted by Council; and

Delegation 7.5- 1



## DELEGATION REGISTER

- f) To engage an independent planning consulting service at the State Administrative Tribunal should Council's Resolution differ from Shire Officer's Recommendation resulting in the Review of an Application for Planning Approval

### Conditions and exceptions

- All development applications or subdivision referrals where the Chief Executive Officer or other delegated officers recommend refusal/objection of the application shall be presented to Council for consideration and a decision; and
- The instigation of legal action in relation to a breach of development approval or an offence committed against one or more of the provisions of the Shire's Local Planning Scheme No. 9 (as amended) shall be subject to a resolution of Council.

### Minimum reporting requirement

Record to be placed on appropriate file.

### CEO's Power to Delegate

CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 7.6 ENTRY AND INSPECTION POWERS – APPOINTMENT OF AUTHORISED OFFICERS

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<b>Legislative authority to delegate</b>	<i>Planning and Development (Local Planning Schemes) Regulations 2015 – (cl. 82 and 83)</i>
<b>Power exercised or duty delegated</b>	<i>Planning and Development (Local Planning Schemes) Regulations 2015 – (cl. 79)</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To appoint employees of the Shire of Gingin as authorised persons for the purpose of entering any building or land in order to ascertain whether the provisions of the Scheme are being observed.
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

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### 7.7 SEA CONTAINERS

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<b>Legislative authority to delegate</b>	<i>Planning and Development (Local Planning Schemes) Regulations 2015 – Reg. 83</i>
<b>Power exercised or duty delegated</b>	Shire of Gingin Local Planning Scheme No. 9 (s4.4.2) (Applicable to Sea Containers only)
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	To process and approve Planning Applications for Sea Containers
<b>Conditions and exceptions</b>	Subject to full compliance with Local Planning Policy 1.9 – Sea Containers.
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.



## DELEGATION REGISTER

### 7.8 PLANNING AND DEVELOPMENT ACT 2005 – ENFORCEMENT AND LEGAL PROCEEDINGS FOR UNAUTHORISED USE OR BUILT DEVELOPMENT

<b>Legislative authority to delegate</b>	<i>Planning and Development (Local Planning Schemes) Regulations 2015 – s. 82</i>
<b>Power exercised or duty delegated</b>	<i>Planning and Development Act 2005 – Part 13 Enforcement and Legal Proceedings</i>
<b>Delegation to</b>	Chief Executive Officer
<b>Delegation</b>	The power to issue Direction Notices and prosecute under Part 13 of the <i>Planning and Development Act 2005</i> with respect to unauthorised use or built development which contravenes the Shire's Local Planning Scheme.
<b>Conditions and exceptions</b>	<ol style="list-style-type: none"> <li>1. Where the matter relates to an unauthorised use, a Direction Notice may be given to the owner or alleged offender seeking the cessation of the use within a specified time period. The specified time period will depend on the nature of the offence and its effect on the public interest.</li> <li>2. Where the matter relates to an unauthorised built development, a Directions Notice may be given to the owner or alleged offender seeking them to remove, pull down, take up, or alter the development, and restore the land as nearly as practicable to its condition immediately before the development started.</li> <li>3. Where a Directions Notice has been issued for unauthorised built development, a minimum of 60 days from the date of the issue of the Directions Notice will be allowed for the owner or alleged offender to comply.</li> </ol>
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	CEO has power to delegate all or any part of this delegation, other than the power of delegation itself.

Delegation 7.8- 1



## DELEGATION REGISTER

### 8. DELEGATIONS TO COMMITTEES

#### 8.1 CHIEF EXECUTIVE OFFICER RECRUITMENT COMMITTEE

<b>Legislative authority to delegate</b>	<i>Local Government Act 1995 – s. 5.16</i>
<b>Power exercised or duty delegated</b>	<i>Local Government (Administration) Regulations 1996 – r. 18A(2)(f) and 18C</i>
<b>Delegation to</b>	Chief Executive Officer Recruitment Committee
<b>Delegation</b>	<ol style="list-style-type: none"> <li>1. Determine the selection criteria for recruitment and selection for the position of Chief Executive Officer.</li> <li>2. Determine the advertising, recruitment and preliminary selection process.</li> <li>3. Determine the preliminary short-list of candidates and undertake preliminary interviews.</li> <li>4. Make recommendation to Council of a shortlist of candidates for second round interviews, if required.</li> <li>5. Determine other information, relevant to the position and the recruitment process, to be provided to applicants.</li> </ol>
<b>Conditions and exceptions</b>	Nil
<b>Minimum reporting requirement</b>	Record to be placed on appropriate file.
<b>CEO's Power to Delegate</b>	N/A
<b>CEO Delegates to</b>	N/A
<b>Conditions and Exceptions to On-Delegation</b>	N/A

Version	Decision Reference	Synopsis
1.	19/12/2017 – Item 15.1	Delegation adopted by Council

Delegation 8.1 - 1

## **11.2. CORPORATE AND COMMUNITY SERVICES**

### **11.2.1 MONTHLY FINANCIAL STATEMENT FOR THE PERIOD ENDING 30 APRIL 2018 AND 31 MAY 2018**

**FILE:** FIN/25  
**REPORTING OFFICER:** KAYE LOWES – EXECUTIVE MANAGER CORPORATE  
AND COMMUNITY SERVICES  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** NIL

#### **OFFICER INTEREST DECLARATION**

Nil

#### **COMMENT**

The following are presented for Council's consideration:

1. Statements of Financial Position for the periods to 30 April 2018 (**Appendix 1**) and 31 May 2018 (**Appendix 2**).
2. List of Paid Accounts for the period to 31 May 2018 (**Appendix 3**).

#### **STATUTORY ENVIRONMENT**

*Local Government Act 1995*  
Part 6 – Financial management  
Division 3 – Reporting on activities and finance  
Section 6.4 – Financial report

*Local Government (Financial Management) Regulations 1996*  
Part 4 – Financial reports – s.6.4  
Regulation 34 – Financial activity statement required each month (Act s.6.4)

#### **POLICY IMPLICATIONS**

Nil

#### **BUDGET IMPLICATIONS**

Nil

## STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

<b>Focus Area</b>	<i>Governance</i>
<b>Objective</b>	<i>5. To demonstrate effective leadership, governance and advocacy on behalf of community</i>
<b>Outcome</b>	<i>5.1 Values Our Organisational/business values are demonstrated in all that we do.</i>
<b>Key Service Area</b>	<i>Financial Management</i>
<b>Priorities</b>	<i>Nil</i>

## VOTING REQUIREMENTS – SIMPLE MAJORITY

### RECOMMENDATION

It is recommended that Council receive:

1. The Monthly Financial Statement for the period ending 30 April 2018 as presented in Appendix 1; and
2. The Monthly Financial Statement for the period ending 31 May 2018 as presented in Appendix 2; and
3. The List of Paid Accounts for the period ending 31 May 2018 as presented in Appendix 3.

### RESOLUTION

**Moved Councillor Johnson, seconded Councillor Court that Council receive:**

1. **The Monthly Financial Statement for the period ending 30 April 2018 as presented in Appendix 1;**
2. **The Monthly Financial Statement for the period ending 31 May 2018 as presented in Appendix 2; and**
3. **The List of Paid Accounts for the period ending 31 May 2018 as presented in Appendix 3.**

**CARRIED UNANIMOUSLY**

# APPENDIX 1



**SHIRE OF GINGIN**  
**MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018**

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## Summary of Financial Position up to 30 April 2018

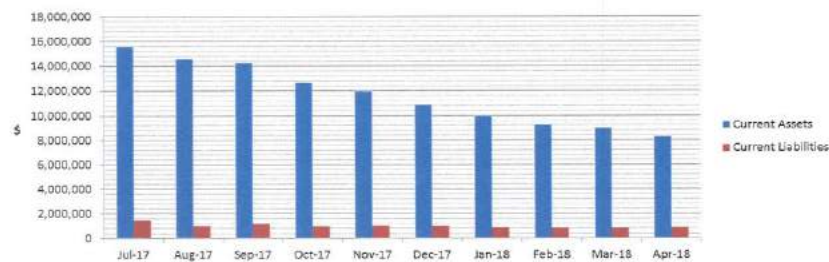
### Operating Statement

	Apr-18			Annual Budget	
	Actual	YTD Budget	Variance	Annual	Budget %
Revenue	13,062,113	12,899,829	1%	13,926,873	94%
Expenses	(11,259,962)	(13,265,395)	-15%	(15,918,474)	71%
Profit/Loss	(352,945)	0	0%	0	0%
Non-Operating Grants	1,573,952	1,741,299	-10%	2,089,559	75%
Net Result	3,023,127	1,375,733		97,958	

### Assets & Liabilities

	Mar-18	Apr-18
<b>Current</b>		
Assets	8,969,558	8,235,283
Liabilities	814,272	840,938
<b>Non-Current</b>		
Assets	155,286,194	155,512,422
Liabilities	2,664,677	2,684,677
Net Assets	160,775,803	160,242,091

CURRENT ASSETS & LIABILITIES



### Capital Payments

	Year to 30 April 2018			Annual Budget
	YTD Actual	YTD Budget	Variance	
Land & Buildings	331,947	1,086,626	-69%	1,448,834
Infrastructure Roads	1,530,746	2,990,006	-49%	3,986,675
Infrastructure Parks	902,822	1,237,700	-27%	1,650,267
Infrastructure Other	114,005	166,500	-32%	222,000
Infrastructure Footpaths	-	75,000	-100%	100,000
Plant & Equipment	546,979	33,000	1568%	44,000
Furniture and Equipment	57,903	69,931	-17%	93,241
Loans Current	197,542	169,460	-1%	225,947
Transfer to Reserve	236,853	721,352	-67%	961,803
Provisions	-	-	0%	-
Net Result	3,890,809	6,549,575	-41%	8,732,767

Refer to Capital Works Program.

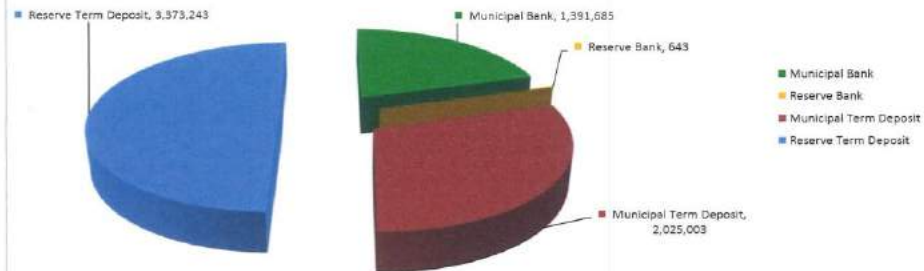
Note provisions are budgeted throughout operating accounts.

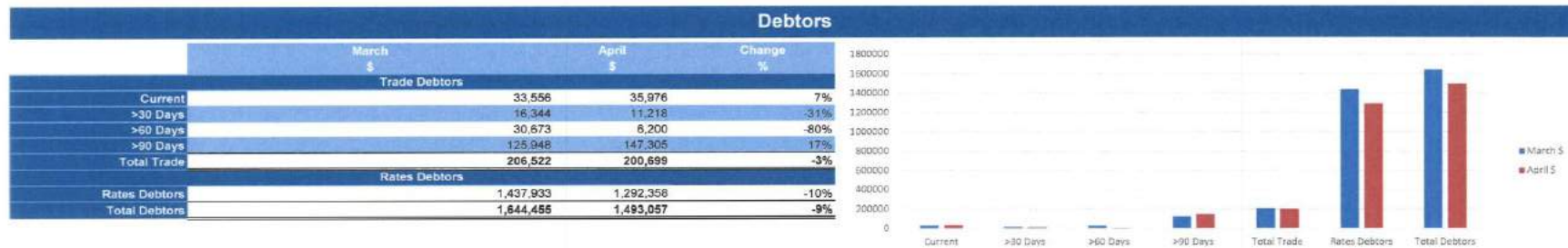
### Cash & Investments

	Volume Held	
	Mar-18	Apr-18
Municipal Bank	1,950,816	1,391,685
Reserve Bank	643	643
Municipal Term Deposit	2,021,912	2,025,003
Reserve Term Deposit	3,373,243	3,373,243
Total	7,346,616	6,790,575

As a result of the RBA meeting held 3 April 2018, the cash rate remained the same at 1.5 per cent.

APRIL CASH & INVESTMENTS

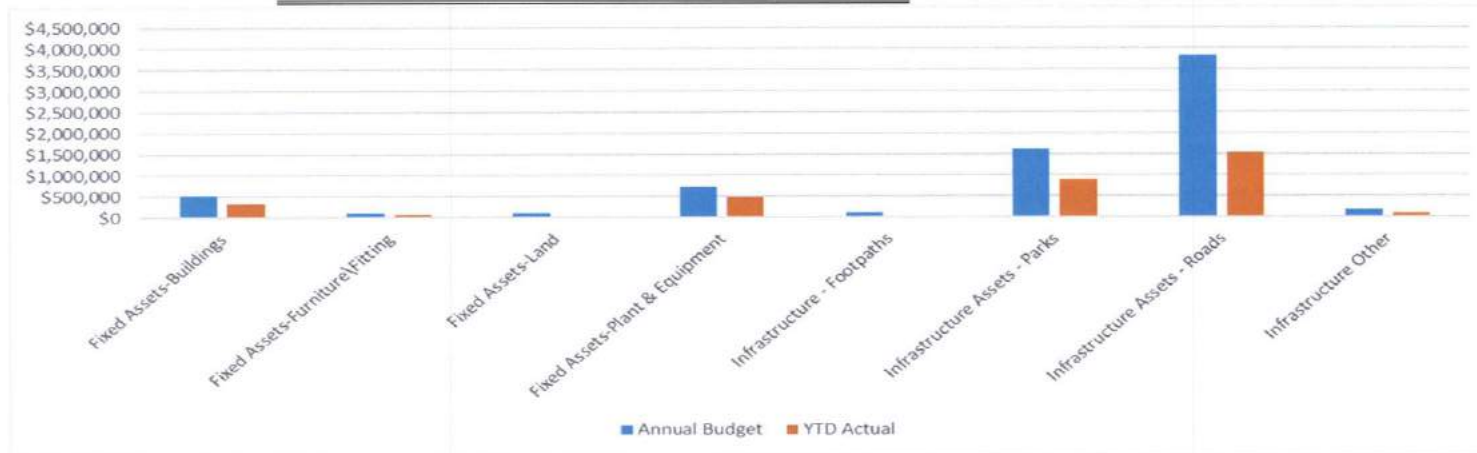




Budget Variances						
Account	Description	Total Budget	YTD Budget	YTD Actual	% of YTD Budget	Explanation
11307138	Loan 114 - Guilderton C/Club (Council) Interest Payment	\$35,795	\$29,820	\$12,770	43%	Reversal of prior year accrued interest and timing of loan repayment
11313040	Contributions & Donations	(\$193,500)	(\$161,250)	(\$183,955)	114%	Timing
11359157	Gingin Horseman's Club Campdraft Facility	\$12,500	\$10,410	\$0	0%	Refer Capital Works Program
11389127	Transfer from Land & Buildings Reserve	(\$20,000)	(\$20,000)	\$0	0%	EOY Transfer
11607028	Gingin Oral History	\$20,000	\$12,000	\$0	0%	Timing Payment due June 2018
12215088	Old North Road Stock Route Contributions	(\$25,909)	(\$21,590)	\$0	0%	Timing
13759010	Reserve Fund Transfer LA Community Sport Cl Reserve	\$13,524	\$11,260	\$0	0%	EOY Transfer
14259115	Office Furniture/Equip. Furniture And Equipment	\$33,437	\$27,670	\$16,594	60%	Refer Capital Works Program
14404310	Plant - Tyres & Tubes	\$80,000	\$50,000	\$35,938	72%	Less replacement tyres (and repairs) required than anticipated
14404335	Plant - Licence (vehicle registration)	\$78,500	\$65,420	\$78,541	120%	Timing (licences due July annually)
14703253	Insurance - General Costs	\$20,689	\$17,240	\$600	3%	LGIS credit
14769010	Reserve Fund Transfer Office Equipment	(\$15,000)	(\$12,500)	\$0	0%	EOY Transfer
		<b>\$20,036</b>	<b>\$8,680</b>	<b>(\$39,511)</b>		

### Fixed Assets Expenditure April 2018

Asset Type	Annual Budget	YTD Actual
Fixed Assets-Buildings	\$531,568	\$330,129
Fixed Assets-Furniture\Fitting	\$100,375	\$57,903
Fixed Assets-Land	\$100,000	\$0
Fixed Assets-Plant & Equipment	\$732,968	\$483,872
Infrastructure - Footpaths	\$100,000	\$0
Infrastructure Assets - Parks	\$1,616,892	\$902,822
Infrastructure Assets - Roads	\$3,841,727	\$1,530,746
Infrastructure Other	\$164,500	\$90,005
	<b>\$7,188,030</b>	<b>\$3,395,477</b>

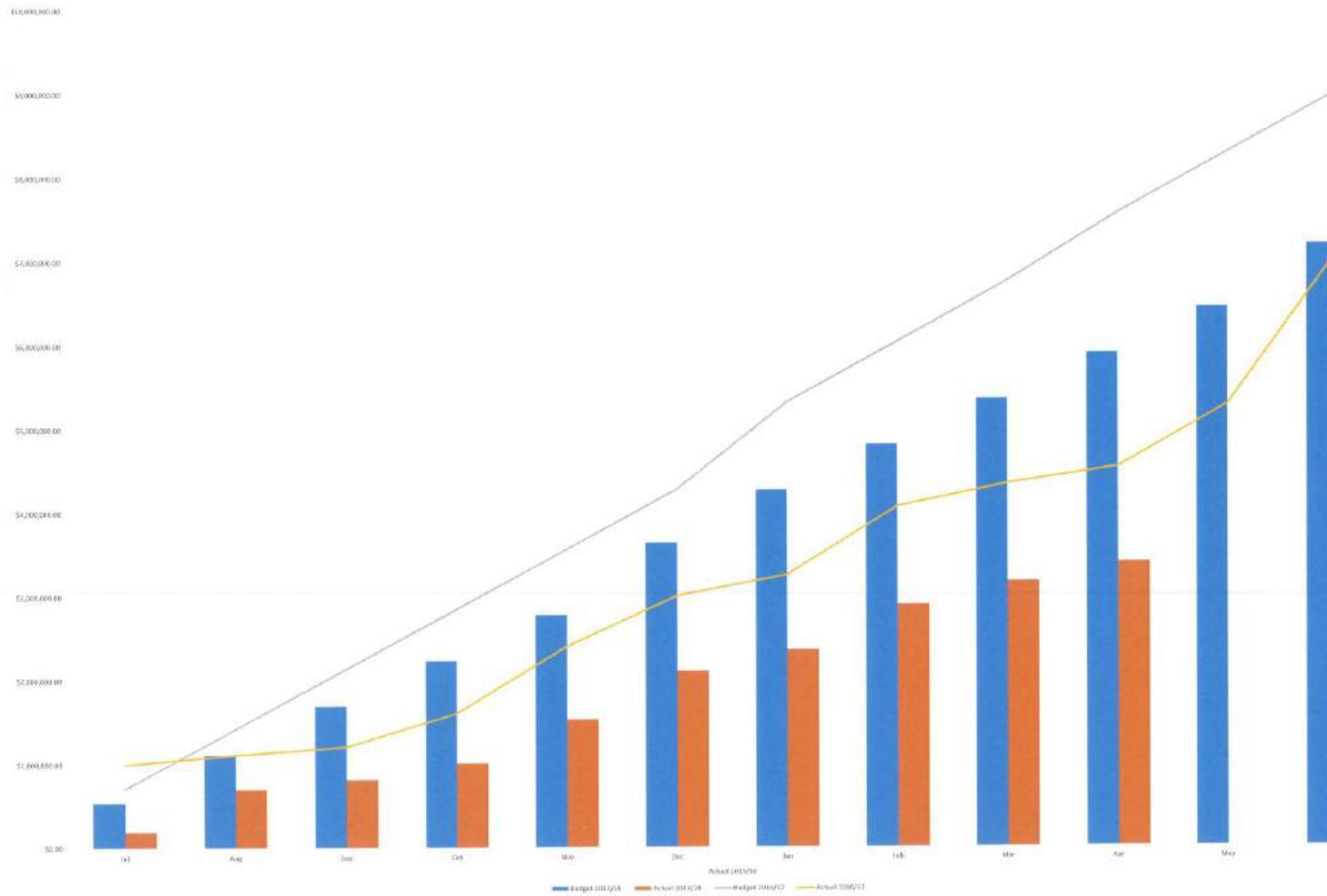


Fixed Assets Expenditure April 2018						
Account #	Account Description	Annual Budget	Actual YTD	Variance	% Total Budget	
05159129	Nilgen Fire Shed Construction	\$110,000	\$137,541	-\$27,541	125.04%	
06259020	Aged Homes Lancelin	\$90,362	\$24,773	\$65,589	27.41%	
06259050	Gingin Aged Units (Air-conditioning, kitchen refurbishments, floor coverings)	\$40,800	\$7,150	\$33,650	17.52%	
07159106	Gingin Medical Centre (New)	\$7,000	\$6,550	\$450	93.57%	
10259217	Ablution Facility Guilderton Foreshore	\$24,941	\$24,941	\$0	100.00%	
11359010	LA Sporting Complex	\$0	\$2,655	-\$2,655		
11359049	Gingin Golf Club - Re-roof Club House	\$9,488	\$9,488	\$0	100.00%	
	Gingin Bowling Club - Patio roof extension & disabled ramp	\$33,000	\$2,155	\$30,845	6.53%	
11359090	GG Recreation Centre Building Land & Buildings	\$37,829	\$0	\$37,829	0.00%	
11359157	Gingin Horseman's Club Campdraft Facility	\$12,500	\$0	\$12,500	0.00%	
11359177	LA - Gun Club Transportable Toilet and Water to Site	\$25,001	\$22,727	\$2,274	90.91%	
11359179	LA - Bowling Club Storage Shed & Shade Shelters	\$9,500	\$10,600	-\$1,100	111.58%	
11359183	LP - Bowling Club - Synthetic Green	\$5,000	\$0	\$5,000	0.00%	
11659315	Old Granville Building	\$12,000	\$3,740	\$8,260	31.17%	
13259065	Caravan Park Chalets	\$64,990	\$60,733	\$4,257	93.45%	
13259300	Information Bays	\$26,500	\$9,850	\$16,650	37.17%	
14759140	CWA Building - Structural Repairs	\$22,657	\$7,227	\$15,430	31.90%	
04159110	Council Chambers Furniture	\$5,125	\$5,777	-\$652	112.73%	
07459010	Furniture And Equipment	\$2,300	\$1,365	\$935	59.37%	
10159004	Landfill Site POS Equipment	\$6,100	\$4,111	\$1,989	67.40%	
10659040	Planning Equipment	\$2,500	\$1,447	\$1,053	57.89%	
11559020	Lancelin Library Furniture and Equipment	\$1,500	\$1,423	\$77	94.88%	
13259060	GU Caravan Park Furniture/fittings	\$9,000	\$9,600	-\$600	106.67%	
13359010	Furniture And Equipment	\$1,700	\$0	\$1,700	0.00%	
14259110	Computer System Furniture And Equipment	\$32,516	\$11,149	\$21,367	34.29%	
14259115	Office Furniture/Equip. Furniture And Equipment	\$33,437	\$16,594	\$16,843	49.63%	
14359110	Depot - Furniture And Equipment	\$6,197	\$6,196	\$1	99.99%	
14759115	Office Furniture/Equip. Furniture And Equipment	\$0	\$239	-\$239		
10159000	Landfill Site Implementation	\$60,000	\$0	\$60,000	0.00%	
14759124	Lancelin Commercial Centre Land Purchase	\$40,000	\$0	\$40,000	0.00%	
05159200	Fire Warning Signs	\$60,000	\$24,000	\$36,000	40.00%	
05359020	Ranger/Fly Utility Purchase GG074	\$21,200	\$21,200	\$0	100.00%	
07459001	Vehicle Purchase - 6GG (5GG budget) EHO	\$43,000	\$43,008	-\$8	100.02%	
12359202	Kanga Loader GG040	\$44,129	\$44,129	\$1	100.00%	
12359750	Minor Plant/Equipment	\$15,000	\$8,572	\$6,428	57.15%	

Account #	Account Description	Annual Budget	Actual YTD	Variance	% Total Budget
12359916	TCM Front End Loader GG016	\$313,000	\$313,000	\$0	100.00%
12359917	Case Loader GG026	\$56,385	\$0	\$56,385	0.00%
12359918	Maintenance Truck GG060	\$150,290	\$0	\$150,290	0.00%
14759226	Generator - Shire Office (Gingin)	\$29,964	\$29,964	\$0	100.00%
12259990	Footpath projects unallocated	\$100,000	\$0	\$100,000	0.00%
11259065	Lancelin Foreshore Development - Cunliffe St	\$150,000	\$0	\$150,000	0.00%
11259077	Guilderton Beach Access Boardwalk	\$89,000	\$11,610	\$77,390	13.04%
11259079	Boat Launch Facility - Planning Study	\$109,421	\$44,253	\$65,168	40.44%
11259081	LA Hinchcliffe Hill Staircase South Side	\$100,000	\$24,031	\$75,969	24.03%
11259082	LA Hinchcliffe Hill Ramp North Side	\$60,000	\$13,451	\$46,549	22.42%
11259083	LA Hinchcliffe Hill Pathway and Carpark	\$82,125	\$0	\$82,125	0.00%
11359042	GG Swim Pool Plant & Pump Room	\$23,000	\$9,598	\$13,402	41.73%
11359047	Replace Dam Barrier - Granville Park Scenic Pool	\$35,000	\$0	\$35,000	0.00%
11359115	LA Skate Park Bowl (at BMX Track)	\$126,000	\$132,433	-\$6,433	105.11%
11359124	LA 1/2 Basketball Court	\$15,000	\$16,489	-\$1,489	109.92%
11359132	Playground Equipment	\$36,772	\$33,874	\$2,898	92.12%
11359133	LP Playground Equipment	\$135,949	\$140,940	-\$4,991	103.67%
11359155	Bendigo Bank Complex	\$9,000	\$0	\$9,000	0.00%
11359170	GG Recreation Ground	\$25,625	\$1,225	\$24,400	4.78%
11359171	Regional Hardcourt Facility - Bank Stabilisation & Landscaping	\$165,000	\$0	\$165,000	0.00%
11359268	Lancelin Golf Club Bore and Pump	\$60,000	\$60,000	\$0	100.00%
13259068	Lancelin Caravan Park - Infrastructure Parks	\$355,000	\$354,919	\$81	99.98%
13259314	Caravan Park Retaining Wall	\$0	\$60,000	-\$60,000	
13259315	Caravan Park Tap and Pipe Replacement Bays	\$40,000	\$0	\$40,000	0.00%
12259160	Cowalla Road Bridge Upgrade	\$190,000	\$0	\$190,000	0.00%
12259161	Marchmont Drainage	\$160,000	\$13,467	\$146,533	8.42%
12259170	Rural - Mimegarra Road	\$290,764	\$0	\$290,764	0.00%
12259211	Guilderton - Mortimer St	\$44,800	\$24,044	\$20,756	53.67%
12259222	Lancelin - Lancelin Plaza	\$10,000	\$2,522	\$7,478	25.22%
12259233	Craig Sandy Reseal SLK 0.00 - 0.32	\$5,512	\$4,413	\$1,099	80.06%
12259235	Bateman Way Reseal SLK 0.00 - 2.00	\$6,064	\$3,710	\$2,354	61.18%
12259236	Jones Place Reseal SLK 0.00 - 0.07	\$1,929	\$1,328	\$601	68.83%
12259240	Rural - Beermullah Road West	\$118,407	\$96,968	\$21,439	81.89%
12259259	Ashby Road Reseal SLK 0.00 - 3.00	\$187,329	\$93,891	\$93,438	50.12%
12259262	Rural - Red Gully Road	\$399,034	\$0	\$399,034	0.00%
12259271	RP - Redfield Park	\$0	-\$58	\$58	
12259277	Link Road - Reseal SLK 0.00-0.15	\$3,256	\$2,155	\$1,101	66.17%
12259278	St Andrews Court - Reseal SLK 0.00-0.57	\$12,175	\$10,818	\$1,357	88.85%

Account #	Account Description	Annual Budget	Actual YTD	Variance	% Total Budget
12259279	Military Road - Centreline SLK 0.00-14.79	\$40,000	\$0	\$40,000	0.00%
12259283	LA Walker Avenue	\$357,824	\$9,975	\$347,849	2.79%
12259306	GG - Brockman Street/Cheriton Road Intersection	\$78,015	\$84,850	-\$6,835	108.76%
12259326	R to R - Rural - Ferguson Road Construct/Seal Intersection	\$83,394	\$83,366	\$28	99.97%
12259332	Rural - Cowalla Rd	\$87,811	\$87,811	\$0	100.00%
12259339	R to R - Rural - Cullialla Rd	\$45,000	\$0	\$45,000	0.00%
12259343	LA - Drainage Works	\$0	\$6,080	-\$6,080	
12259353	Old North Road Drive/Walk Trail	\$22,935	\$300	\$22,635	1.31%
12259354	Rural - KW Road	\$23,009	\$0	\$23,009	0.00%
12259501	Black Spot - Dewar Road	\$259,441	\$0	\$259,441	0.00%
12259959	RRG - Gingin Brook Road - Final Seal	\$86,527	\$32,498	\$54,029	37.56%
12259961	RRG - Gingin Brook Road	\$929,943	\$794,255	\$135,688	85.41%
12259982	Drainage Construction	\$21,538	\$15,054	\$6,484	69.89%
12259993	R to R - Murray Bridge works	\$129,778	\$144,698	-\$14,920	111.50%
12259995	R to R - Bootline Road	\$0	\$4,693	-\$4,693	
12259996	Rural - Fynes Road Resheet SLK 0.00-5.32	\$247,242	\$13,910	\$233,332	5.63%
10159030	Gingin Landfill Fencing	\$7,000	\$0	\$7,000	0.00%
10759128	Gingin Cemetery Fence and Driveway	\$31,000	\$3,000	\$28,000	9.68%
12259362	Streetscape Project - Lancelin	\$70,000	\$42,235	\$27,766	60.34%
12259994	Parking Meters - Guilderton	\$3,500	\$1,440	\$2,060	41.14%
13259312	Caravan Waste Dump Points	\$3,000	\$0	\$3,000	0.00%
13259313	Caravan Park Drainage	\$50,000	\$43,330	\$6,670	86.66%
		<b>\$7,188,030</b>	<b>\$3,395,477</b>	<b>\$3,792,553</b>	

Fixed Assets Expenditure 2017/18  
Actual Vs. Budget with Prior Year Comparison



**SHIRE OF GINGIN**  
**INTERIM MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018**

	NOTE	Apr 2017/2018 Y-T-D Actual \$	2017/2018 Y-T-D Budget \$	2017/2018 Budget \$	Variances Budget to Actual Y-T-D %
<b>Net current assets at start of year - surplus/(deficit)</b>		1,931,712	2,009,010	2,009,010	0.00%
<b>Revenue from operating activities (excluding rates and non-operating grants, subsidies &amp; contributions)</b>					
Governance		995	0	0	0.00%
General Purpose Funding		798,412	975,286	1,170,319	(15.11%)
General Purpose Funding - Rates		7,749,875	7,764,606	7,764,606	(0.19%)
Law, Order, Public Safety		304,424	282,689	339,083	6.45%
Education and Welfare		89,473	241,657	290,000	(62.48%)
Health		311,703	97,500	117,000	183.08%
Housing		18,520	19,500	23,400	(4.19%)
Community Amenities		1,426,194	1,385,885	1,683,038	2.43%
Recreation and Culture		149,458	137,190	164,628	7.45%
Transport		209,939	206,705	248,046	1.30%
Economic Services		1,576,941	1,608,503	1,930,203	(1.64%)
Other Property and Services		426,180	180,458	216,550	113.47%
		13,062,113	12,899,829	13,926,873	1.17%
<b>Expenditure from operating activities</b>					
Governance		(874,624)	(934,958)	(1,121,949)	(5.38%)
General Purpose Funding		(295,649)	(309,690)	(371,628)	(3.78%)
Law, Order, Public Safety		(1,049,144)	(1,118,111)	(1,341,733)	(5.14%)
Education and Welfare		(134,385)	(539,954)	(647,945)	(62.59%)
Health		(658,341)	(174,318)	(209,182)	231.39%
Housing		(39,035)	(25,383)	(30,460)	44.82%
Community Amenities		(1,835,418)	(2,209,164)	(2,650,997)	(14.10%)
Recreation & Culture		(2,521,340)	(2,487,328)	(2,984,794)	1.14%
Transport		(1,954,660)	(3,517,143)	(4,220,571)	(37.02%)
Economic Services		(1,184,867)	(1,363,030)	(1,635,636)	(12.12%)
Other Property and Services		(1,085,478)	(588,316)	(703,579)	70.95%
		(11,612,938)	(13,265,395)	(15,918,474)	(10.38%)
<b>Operating activities excluded from budget</b>					
(Profit)/Loss on Asset Disposals	2	352,945	0	0	0.00%
Depreciation on Assets	10	1,897,409	3,651,383	4,381,636	(40.03%)
Non-Cash Expenditure and Revenue		(70,273)	0	0	0.00%
Leave Entitlements		0	0	0	0.00%
<b>Amount attributable to operating activities</b>		3,629,258	5,294,807	4,399,045	(37.86%)
<b>Investing Activities</b>					
Non operating grants, subsidies & contributions		1,573,952	1,741,299	2,089,559	(8.01%)
Purchase Land Held for Resale	1	0	0	0	0.00%
Purchase Land and Buildings	1	(331,947)	(1,207,362)	(1,448,834)	(60.42%)
Purchase Infrastructure Assets - Roads	1	(1,530,746)	(3,322,230)	(3,986,675)	(44.94%)
Purchase Infrastructure Assets - Parks	1	(902,822)	(1,375,223)	(1,650,267)	(28.63%)
Purchase Infrastructure Assets - Other	1	(114,005)	(135,000)	(162,000)	(12.96%)
Purchase Infrastructure Assets - Footpaths	1	0	(83,333)	(100,000)	(83.33%)
Purchase Tools		0	0	0	0.00%
Purchase Plant and Equipment	1	(546,979)	(86,667)	(104,000)	442.81%
Purchase Furniture and Equipment		(57,903)	(77,701)	(93,241)	(21.23%)
Proceeds from Disposal of Assets	2	379,739	0	0	0.00%
		(1,530,712)	(4,546,216)	(5,455,459)	(55.27%)
<b>Financing Activities</b>					
Repayment of Debentures	3	(167,542)	(188,289)	(225,947)	(9.18%)
Proceeds from New Debentures	3	200,000	750,000	900,000	(81.11%)
New Self Supporting Loans		0	0	0	0.00%
New Advances		0	0	0	0.00%
Proceeds from Advances		11,282	9,401	11,281	16.68%
Self-Supporting Loan Principal Income		11,719	24,859	29,831	(44.05%)
Transfers to Reserves (Restricted Assets)	4	(238,663)	461,813	554,176	(126.44%)
Transfers from Reserves (Restricted Assets)	4	0	(801,503)	(961,803)	(83.33%)
Transfers from Restricted Cash		0	624,083	748,876	(83.33%)
		(183,405)	880,345	1,056,414	(100.69%)
<b>Net Current Assets Year to Date</b>		<b>3,846,851</b>	<b>1,628,936</b>	<b>0</b>	

This statement is to be read in conjunction with the accompanying notes.  
Note: Difference in B/Fwd balance relates to End of year adjustments.

**SHIRE OF GINGIN**  
**MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018**

	Apr 2017/2018 Y-T-D Actual \$	2017/2018 Budget \$
<b>1. ACQUISITION OF ASSETS &amp; OTHER NON CAPITAL EXPENDITURE</b>		
The following assets and other non capital expenditure have been acquired/paid for during period under review:		
<u><b>By Program</b></u>		
Governance	5,777	5,125
General Purpose Funding	43,863	939,619
Law, Order, Public Safety	182,741	170,000
Health	75,348	38,725
Education and Welfare	31,923	831,162
Housing	0	0
Community Amenities	105,829	141,449
Recreation and Culture	599,098	1,560,627
Transport	1,947,989	4,197,300
Economic Services	605,070	650,101
Other Property and Services	293,170	200,656
	<u>3,890,809</u>	<u>8,732,767</u>
<u><b>By Class</b></u>		
Land and Buildings	331,947	1,448,834
Infrastructure Assets - Roads	1,530,748	3,986,675
Infrastructure Assets - Parks and Ovals	902,822	1,650,267
Infrastructure Assets - Other	114,005	222,000
Infrastructure - Footpaths	0	100,000
Plant and Equipment	546,979	44,000
Furniture and Fittings	57,903	93,241
Tools	0	0
Loans Current	167,542	225,947
Provisions	0	0
Transfers to Reserve	238,863	961,803
	<u>3,890,809</u>	<u>8,732,767</u>

A detailed breakdown of acquisitions on an individual asset basis can be found in the supplementary information attached to this statement as follows:

SHIRE OF GINGIN  
MONTHLY STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018

## 2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

<u>By Program</u>	Net Book Value	Sale Proceeds	Profit/(Loss)
	Apr 2017/2018 Y-T-D Actual \$	Apr 2017/2018 Y-T-D Actual \$	Apr 2017/2018 Y-T-D Actual \$
Law Order & Public Safety	0	0	0
Health	11,196	18,182	(6,986)
Community Amenities	44,707	48,182	(3,475)
Transport	50,891	118,375	(67,485)
Economic Services	0	0	0
Other Property & Services	(80,000)	195,000	(275,000)
	28,794	379,739	(352,945)

<u>By Class</u>	Net Book Value	Sale Proceeds	Profit/(Loss)
	Apr 2017/2018 Y-T-D Actual \$	Apr 2017/2018 Y-T-D Actual \$	Apr 2017/2018 Y-T-D Actual \$
Plant & Equipment	106,794	184,739	(77,945)
Land & Buildings	(80,000)	195,000	(275,000)
	26,794	379,739	(352,945)

<u>Summary</u>	Profit/(Loss)
	2017/2018 Y-T-D Actual \$
Profit on Asset Disposals	16,889
Loss on Asset Disposals	(369,834)
	(352,945)

**SHIRE OF GINGIN**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018**

**3. INFORMATION ON BORROWINGS**

**(a) Debenture Repayments**

Particulars	Principal 1-Jul-17	New Loans Actual	New Loans Budget	Principal Repayments		Principal Outstanding		Interest Repayments	
				Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
<b>Health</b>									
L100 GG Medical Centre	209,564		0	24,424	24,425	185,140	185,139	13,252	13,252
<b>Housing</b>									
L129 Aged Accomodation	0	0	0	0	0	0	700,000	0	0
<b>Community Amenities</b>									
L111 Tip Rationalisation Site	484,873		5,180	15,540	15,540	469,333	469,333	31,220	31,220
L127 - SB Erosion Extension	204,422		6,436	19,309	19,309	185,113	185,113	5,011	5,011
<b>Recreation &amp; Culture</b>									
L114 Gu C/Club	463,497		9,651	14,222	28,952	449,275	434,545	16,547	32,586
L115 Gu C/Club	13,453		4,484	6,608	13,453	6,845	0	482	728
L119 LP Country Club & Granville Civic Centre	8,445		2,815	4,149	8,445	4,297	0	304	459
L120 Regional Netball Facility	322,973		6,093	8,989	18,278	313,984	304,695	10,787	21,274
L124A Regional Hardcourt Facility	312,626		6,200	9,204	18,599	303,421	294,027	6,456	12,721
L126 Swimming Pool	136,990		4,472	13,416	13,416	123,574	123,574	4,144	4,144
<b>Economic Services</b>									
L103 Gingin Sale Yards	12,340			5,987	5,987	6,353	6,353	643	654
L128 Lancelin Caravan Park	0	200,000	6,300	18,892	18,900	181,108	181,100	2,520	2,500
<b>Other Property &amp; Services</b>									
L93 LA Angling/Aquatic	10,391		3,464	5,111	10,391	5,280	0	339	511
L118 Office Extensions	16,826		5,609	8,265	16,826	8,562	0	605	913
L123 Purchase Lot 44 Weld Street GG	212,827		4,475	13,426	13,426	199,401	199,401	14,583	14,583
	2,409,227	200,000	75,316	167,542	225,947	2,441,685	3,083,280	106,892	140,556

**SHIRE OF GINGIN**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018**

**3. INFORMATION ON BORROWINGS (continued)**

		Interest Actual
(a) Debenture Repayments		\$
Repayment of Principal for Council Funded Loans will be	155,824 Interest on Council Funded Loans	106,071
Repayment of Principal for Self Supporting Loans will be	11,719 Interest on Self Supporting Loans	821
	<u>\$167,542</u>	<u>\$106,892</u>
 (b) New Debentures		
Loan 128 - Lancelin Caravan Park Assets		

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018

	Apr Y-T-D Actual \$	2017/2018 Budget \$
<b>4. RESERVES</b>		
Cash Backed Reserves		
(a) Long Service Leave, Sick Leave, Staff Contingency		
Opening Balance	513,063	513,063
Amount Set Aside / Transfer to Reserve	6,758	10,725
Amount Used / Transfer from Reserve	-	-
	<u>519,821</u>	<u>523,788</u>
(b) Office Equipment Replacement		
Opening Balance	17,486	17,486
Amount Set Aside / Transfer to Reserve	230	366
Amount Used / Transfer from Reserve	-	(15,000)
	<u>17,717</u>	<u>2,852</u>
(c) Plant & Equipment Replacement		
Opening Balance	153,129	153,129
Amount Set Aside / Transfer to Reserve	2,017	818,201
Amount Used / Transfer from Reserve	-	-
	<u>155,146</u>	<u>971,330</u>
(d) Land & Buildings General		
Opening Balance	753,210	653,210
Amount Set Aside / Transfer to Reserve	204,921	83,811
Amount Used / Transfer from Reserve	-	(75,000)
	<u>958,131</u>	<u>662,021</u>
(e) Guilderton Caravan Park Recreation		
Opening Balance	222,713	222,713
Amount Set Aside / Transfer to Reserve	2,934	1,283
Amount Used / Transfer from Reserve	-	(90,000)
	<u>225,646</u>	<u>133,996</u>
(f) Shire Recreational Development		
Opening Balance	204,380	304,380
Amount Set Aside / Transfer to Reserve	2,692	4,272
Amount Used / Transfer from Reserve	-	(220,000)
	<u>207,072</u>	<u>88,652</u>
(g) Redfield Park Public Open Space		
Opening Balance	29,762	29,762
Amount Set Aside / Transfer to Reserve	392	622
Amount Used / Transfer from Reserve	-	-
	<u>30,154</u>	<u>30,384</u>

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018

	Apr Y-T-D Actual \$	2017/2018 Budget \$
<b>RESERVES (continued)</b>		
<b>(h) Ocean Farm Recreation</b>		
Opening Balance	36,564	36,564
Amount Set Aside / Transfer to Reserve	482	764
Amount Used / Transfer from Reserve	-	(7,237)
	<u>37,046</u>	<u>30,091</u>
<b>(i) Tip Rationalisation</b>		
Opening Balance	697,171	697,171
Amount Set Aside / Transfer to Reserve	9,183	14,573
Amount Used / Transfer from Reserve	-	(87,399)
	<u>706,354</u>	<u>624,345</u>
<b>(j) Lancelin Community Sporting Club</b>		
Opening Balance	49,002	49,002
Amount Set Aside / Transfer to Reserve	645	13,524
Amount Used / Transfer from Reserve	-	(10,000)
	<u>49,647</u>	<u>52,526</u>
<b>(k) Community Infrastructure Reserve</b>		
Opening Balance	87,429	87,429
Amount Set Aside / Transfer to Reserve	1,152	1,828
Amount Used / Transfer from Reserve	-	-
	<u>88,580</u>	<u>89,257</u>
<b>(l) Staff Housing Reserve</b>		
Opening Balance	31,740	31,740
Amount Set Aside / Transfer to Reserve	418	663
Amount Used / Transfer from Reserve	-	-
	<u>32,158</u>	<u>32,403</u>
<b>(m) Future Infrastructure Reserve</b>		
Opening Balance	531,524	531,524
Amount Set Aside / Transfer to Reserve	7,001	11,111
Amount Used / Transfer from Reserve	-	(244,240)
	<u>538,525</u>	<u>298,395</u>
<b>(n) Guilderton Country Club Reserve</b>		
Opening Balance	2,852	2,852
Amount Set Aside / Transfer to Reserve	38	60
Amount Used / Transfer from Reserve	-	-
	<u>2,889</u>	<u>2,912</u>
<b>Total Cash Backed Reserves</b>	<u>3,568,886</u>	<u>3,542,952</u>

All of the above reserve accounts are supported by money held in financial institutions.

**SHIRE OF GINGIN**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018**

4. RESERVES (Continued)	Apr Y-T-D Actual \$	2017/2018 Budget \$
<b>Summary of Transfers To Cash Backed Reserves</b>		
<b>Transfers to Reserves</b>		
Transfers to Reserves		
Long Service Leave, Sick Leave, Staff Contingency	6,758	10,725
Office Equipment Replacement	230	366
Plant & Equipment Replacement	2,017	818,201
Land & Buildings General	204,921	83,811
Guilderton Caravan Park Recreation	2,934	1,283
Shire Recreational Development	2,692	4,272
Redfield Park Public Open Space	392	622
Ocean Farm Recreation	482	764
Tip Rationalisation	9,183	14,573
Lancelin Community Sporting Club	645	13,524
Community Infrastructure	1,152	1,828
Staff Housing Reserve	418	663
Guilderton Country Club Reserve	38	60
Future Infrastructure Reserve	7,001	11,111
	<u>238,863</u>	<u>961,803</u>
<b>Transfers from Reserves</b>		
Long Service Leave, Sick Leave, Staff Contingency	-	-
Office Equipment Replacement	-	(15,000)
Plant & Equipment Replacement	-	-
Land & Buildings General	-	(75,000)
Guilderton Caravan Park Recreation	-	(90,000)
Shire Recreational Development	-	(220,000)
Redfield Park Public Open Space	-	-
Ocean Farm Recreation	-	(7,237)
Tip Rationalisation	-	(87,399)
Lancelin Community Sporting Club	-	(10,000)
Community Infrastructure	-	-
Staff Housing Reserve	-	-
Guilderton Country Club Reserve	-	-
Future Infrastructure Reserve	-	(244,240)
	<u>-</u>	<u>(748,876)</u>
<b>Total Transfer to/(from) Reserves</b>	<u>238,863</u>	<u>212,927</u>

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows: for which the reserves are set aside are as follows:

**Long Service Leave, Sick Leave, Staff Contingency**

Used to fund annual, long service leave, rostered days off (executive staff only), sick leave redundancy/retirement and staff contingency

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2017 TO 30 APRIL 2018

**Office Equipment Replacement Reserve**

Used for the acquisition and/or replacement of major items of office equipment (including computer system)

**Plant and Equipment Reserve**

Used for the purchase of major plant and equipment

**Land and Building General Reserve**

Used for the replacement and/or acquisition of land and buildings

**Guilderton Caravan Park Recreation**

Used for the development of Guilderton Caravan Park facilities

**Shire Recreational Development Reserve Shire Recreational Development Reserve**

Used for the development of Shire Recreational facilities

**Redfield Park Public Open Space Reserve**

Used for the development of Public Open Space within the Redfield Park subdivision

**Ocean Farm Recreation**

Used for the development of recreation and community facilities within the Ocean Farm subdivision

**Tip Rationalisation**

Used for rationalisation of rubbish tip facilities within the Shire

**Plant & Equipment/Infrastructure Replacement**

Used for replacement of Fire Equipment and Infrastructure for fire fighting purposes within the Shire

**Lancelin Community Sporting Club Reserve**

Used in developing building and other associated infrastructure at the Lancelin Community Sporting Club and are to be spent upon request from the Club, and approval from Council

**Community Infrastructure Reserve**

Used to assist in the financing of community facilities

**Staff Housing Contingency**

Staff housing infrastructure additions and/or replacement

**Future Infrastructure Reserve**

Used for the provision of renewal, upgrade and asset purchases

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018

	Actual Apr 2017/2018 Y-T-D Actual \$	Actual Brought Forward 1-Jul \$
<b>5. NET CURRENT ASSETS</b>		
Composition of Estimated Net Current Asset Position		
<b>CURRENT ASSETS:</b>		
Cash - Unrestricted	2,324,013	994,821
Cash - Restricted Reserves	4 3,568,886	3,330,023
Cash - Restricted General	884,991	909,991
Rates - Current	1,207,239	859,216
Sundry Debtors	205,340	1,160,020
Inventories	26,702	26,713
	<u>8,217,172</u>	<u>7,280,784</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables	(188,778)	(1,375,787)
Employee Provisions	(612,656)	(612,656)
Accrued Interest on Loans	0	(30,606)
	<u>(801,434)</u>	<u>(2,019,049)</u>
	7,415,738	5,261,735
Less: Cash - restricted reserves	4 (3,568,886)	(3,330,023)
<b>NET CURRENT ASSET POSITION</b>	<u><u>3,846,851</u></u>	<u><u>1,931,712</u></u>

**SHIRE OF GINGIN**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018**

## 6. RATING INFORMATION

RATE TYPE		Rate in \$	Number of Properties	Rateable Value \$	2017/2018 Rate Revenue \$	2017/2018 Interim Rates \$	2017/2018 Back Rates \$	2017/2018 Total Revenue \$	2017/2018 Budget \$
<b>General Rate</b>									
	GRV - Townsites	0.083499	1,743	28,508,235	2,380,547			2,380,547	2,380,547
	GRV - Other	0.083499	923	14,815,362	1,267,167			1,267,167	1,267,167
	UV - Rural	0.004504	422	286,427,000	1,287,887			1,287,887	1,287,887
	UV - Other	0.004504	1	2,800,000	12,611			12,611	12,611
	UV - Intensive	0.008448	184,468	64,543,000	553,403			553,403	553,403
	Interim Rates					18,528		18,528	25,000
	Back Rates						747	747	10,000
	<b>Sub-Totals</b>		1,833,872	397,093,597	5,501,615	18,528	747	5,520,891	5,536,615
<b>Minimum Rates</b>		<b>Minimum \$</b>							
	GRV - Townsites	997	289,795	6,752,442	869,384			869,384	869,384
	GRV - Other	997	242,936	4,133,426	728,807			728,807	728,807
	UV - Rural	1260	158,340	74,924,300	475,020			475,020	475,020
	UV - Other	1260	10,080	675,764	30,240			30,240	30,240
	UV - Intensive	2,240	71,680	15,554,347	215,040			215,040	215,040
	<b>Sub-Totals</b>		772,830	102,040,279	2,318,491	0	0	2,318,491	2,318,491
	Concessions					(94,284)		(94,284)	(95,000)
	Rate Write Off							0	0
	Ex-Gratia Rates					4,777		4,777	4,500
	<b>Totals</b>		2,606,702	499,133,876	7,820,106	(70,979)	747	7,749,875	7,764,606

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018

## 7. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail	Balance 01-Jul-17 \$	Amounts Received \$	Amounts Paid (\$)	Apr Y-T-D Actual \$
Bonds, Tenders etc	9,117	5,000	1,630	12,487
Car Parking Cash in Lieu	13,014			13,014
Community Groups	4,293			4,293
Councillors Nominations	-	560	560	-
D Wedge Trust	6,314	13		6,327
Excavation Bonds	26,096			26,096
Footpath Bonds	5,982			5,982
Landscaping Bonds	49,767			49,767
Old Junction Hotel Restoration	1,743			1,743
Other Bonds/Trusts	21,457	3,298	4,029	20,726
Public Open Space	34,465	11,250		45,715
Rehabilitation Bonds	85,831			85,831
Second Hand Buildings	47,639		5,000	42,639
Staff Trust	16,880	30,298	34,793	12,385
Subdivision Bonds	207,138			207,138
Tree Planting Bonds	5,456			5,456
Trust Interest	0	3,144	26	3,119
	535,193	53,563	46,037	542,718

**SHIRE OF GINGIN**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018**

**8. OPERATING STATEMENT**

	Apr 2017/2018 Y-T-D Actual \$	2017/2018 Budget \$	2016/2017 Actual \$
<b>OPERATING REVENUES</b>			
Governance	39	0	534
General Purpose Funding	8,548,287	8,934,925	10,555,255
Law, Order, Public Safety	304,424	449,083	779,095
Health	311,699	290,000	246,157
Education and Welfare	89,473	117,000	127,217
Housing	18,520	23,400	24,280
Community Amenities	1,426,194	1,663,038	2,335,826
Recreation and Culture	402,413	600,694	575,412
Transport	1,530,936	1,791,539	1,811,071
Economic Services	1,601,941	1,930,203	1,983,912
Other Property and Services	426,180	216,550	336,435
Restricted Cash	(24,041)	45,000	(626,578)
<b>TOTAL OPERATING REVENUE</b>	<b>14,636,065</b>	<b>16,061,432</b>	<b>18,148,616</b>
<b>OPERATING EXPENSES</b>			
Governance	(873,805)	(1,121,949)	(1,003,716)
General Purpose Funding	(295,649)	(371,628)	(425,934)
Law, Order, Public Safety	(1,049,144)	(1,341,733)	(1,484,151)
Health	(658,341)	(647,945)	(853,712)
Education and Welfare	(134,385)	(209,182)	(180,186)
Housing	(39,035)	(30,460)	(29,725)
Community Amenities	(1,825,420)	(2,650,997)	(2,250,652)
Recreation & Culture	(2,521,340)	(2,984,794)	(3,169,400)
Transport	(1,954,660)	(4,220,571)	(2,082,557)
Economic Services	(1,164,867)	(1,635,636)	(1,652,775)
Other Property and Services	(1,085,476)	(703,570)	(1,287,904)
Restricted Cash	(10,816)	509,176	0
<b>TOTAL OPERATING EXPENSE</b>	<b>(11,612,938)</b>	<b>(15,409,289)</b>	<b>(14,420,713)</b>
<b>CHANGE IN NET ASSETS RESULTING FROM OPERATIONS</b>	<b>3,023,127</b>	<b>652,143</b>	<b>3,727,903</b>

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 30 APRIL 2018

## 9. STATEMENT OF FINANCIAL POSITION

	Apr 2017/18 Y-T-D Actual \$	2016/2017 Actual \$
<b>CURRENT ASSETS</b>		
Cash Assets	3,209,004	1,904,812
Reserves - Cash Backed	3,568,886	3,330,023
Receivables - Cash	1,412,580	1,991,420
Receivables - Non Cash	18,112	40,593
Inventories	26,702	26,713
<b>TOTAL CURRENT ASSETS</b>	<b>8,235,283</b>	<b>7,293,562</b>
<b>NON-CURRENT ASSETS</b>		
Receivables	148,898	149,418
Inventories	-5	0
Property, Plant and Equipment	50,348,777	55,108,739
Infrastructure	105,014,753	99,969,173
<b>TOTAL NON-CURRENT ASSETS</b>	<b>155,512,422</b>	<b>155,227,330</b>
<b>TOTAL ASSETS</b>	<b>163,747,706</b>	<b>162,520,891</b>
<b>CURRENT LIABILITIES</b>		
Payables	188,778	1,338,110
Accrued Interest on Debentures	0	30,606
Interest-bearing Liabilities	39,505	0
Provisions	612,656	688,185
<b>TOTAL CURRENT LIABILITIES</b>	<b>840,938</b>	<b>2,056,901</b>
<b>NON-CURRENT LIABILITIES</b>		
Interest-bearing Liabilities	2,402,180	2,409,227
Provisions	262,497	152,503
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>2,664,677</b>	<b>2,561,730</b>
<b>TOTAL LIABILITIES</b>	<b>3,505,615</b>	<b>4,618,631</b>
<b>NET ASSETS</b>	<b>160,242,091</b>	<b>157,902,260</b>
<b>EQUITY</b>		
Reserves - Asset Revaluation	107,571,075	106,207,280
Reserves - Cash Backed	3,568,886	3,330,023
Retained Surplus	49,102,129	48,364,957
<b>TOTAL EQUITY</b>	<b>160,242,091</b>	<b>157,902,260</b>

# APPENDIX 2



**SHIRE OF GINGIN**  
**MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018**

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## Summary of Financial Position up to 31 May 2018

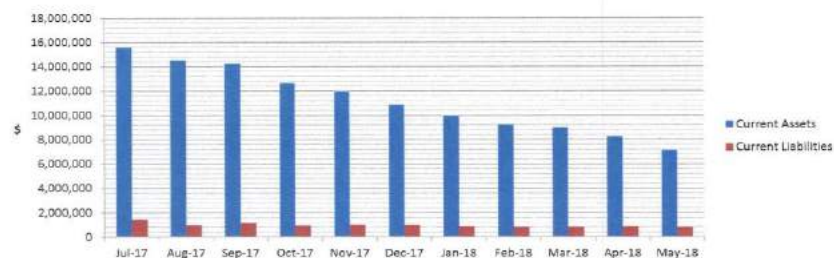
### Operating Statement

	May-18			Annual Budget	Annual Budget %
	Actual	YTD Budget	Variance		
Revenue	13,541,371	13,413,351	1%	13,926,873	97%
Expenses	(12,377,908)	(14,591,934)	-15%	(15,918,474)	78%
Profit/Loss	(352,945)	0	0%	0	0%
Non-Operating Grants	1,709,977	1,915,429	-11%	2,089,559	82%
Net Result	2,520,796	736,846		97,959	

### Assets & Liabilities

	Apr-18	May-18
Current		
Assets	8,235,283	7,139,152
Liabilities	840,938	790,507
Non-Current		
Assets	155,512,422	156,055,791
Liabilities	2,664,677	2,664,677
Net Assets	160,242,091	169,739,760

#### CURRENT ASSETS & LIABILITIES



### Capital Payments

	Year to 31 May 2018			Annual Budget
	YTD Actual	YTD Budget	Variance	
Land & Buildings	354,199	1,328,098	-73%	1,448,834
Infrastructure Roads	1,785,088	3,654,452	-51%	3,986,575
Infrastructure Parks	1,106,433	1,512,745	-27%	1,650,267
Infrastructure Other	172,675	203,500	-15%	222,000
Infrastructure Footpaths	-	91,667	-100%	100,000
Plant & Equipment	546,979	40,333	+256%	44,000
Furniture and Equipment	82,397	85,471	-27%	93,241
Loans Current	207,257	207,118	0%	225,947
Transfer to Reserve	258,206	881,653	-71%	961,803
Provisions	-	-	0%	-
Net Result	4,493,234	8,005,037	-44%	8,732,757

Refer to Capital Works Program.

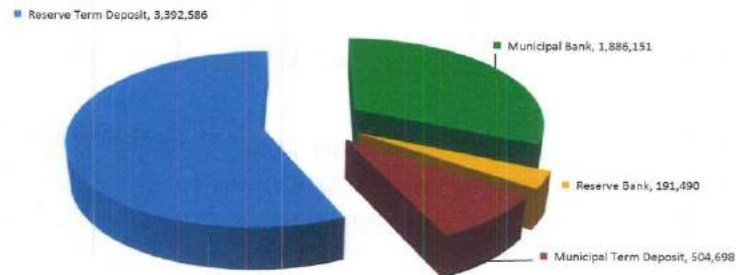
Note provisions are budgeted throughout operating accounts.

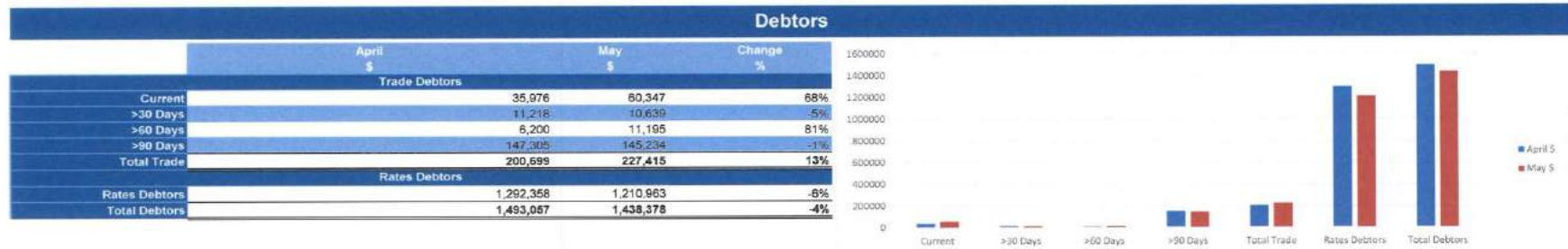
### Cash & Investments

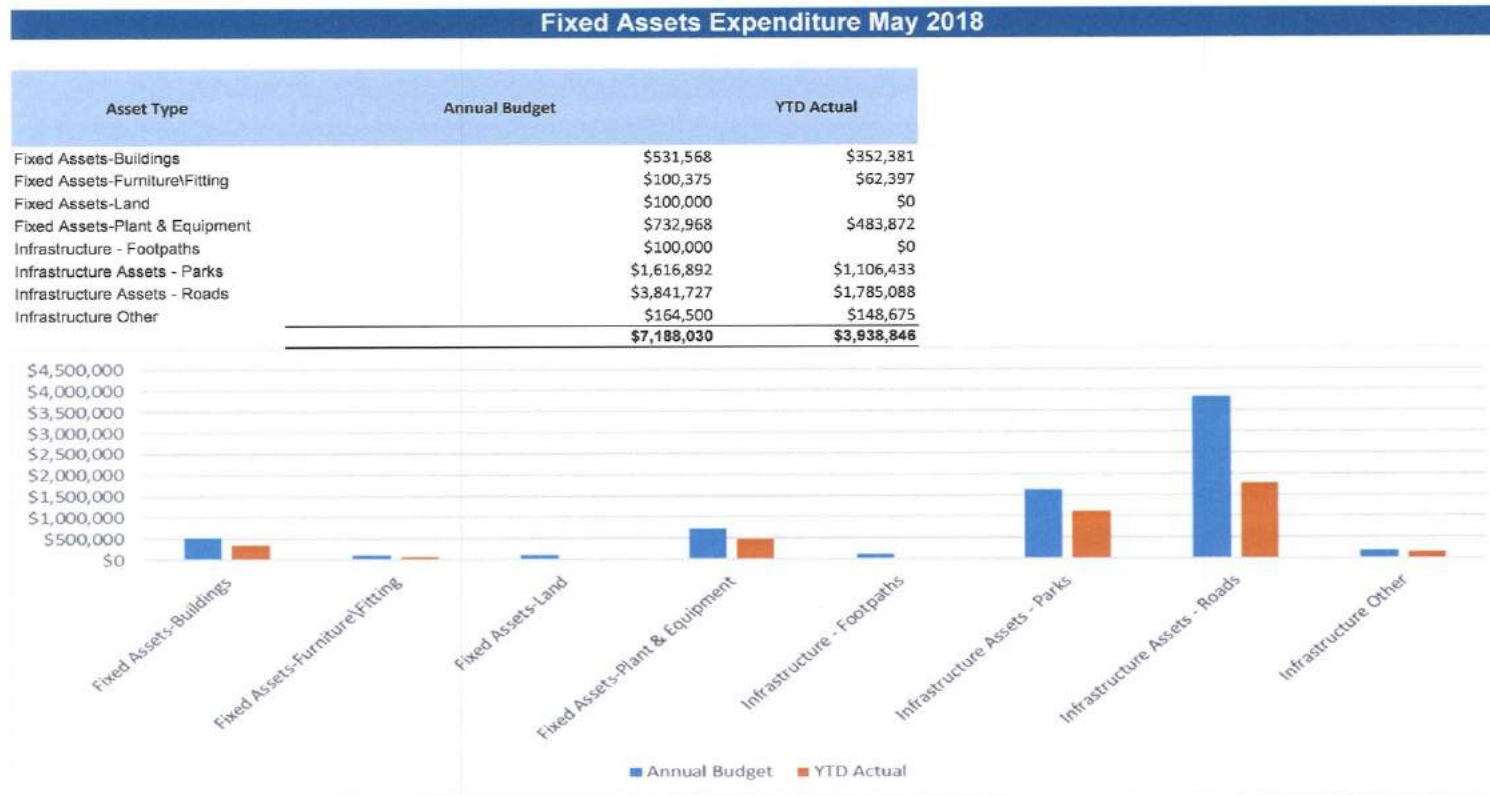
	Volume Held	
	Apr-18	May-18
Municipal Bank	1,391,685	1,886,151
Reserve Bank	643	191,490
Municipal Term Deposit	2,025,003	504,698
Reserve Term Deposit	3,373,243	3,392,586
Total	6,790,575	5,974,926

As a result of the RBA meeting held 1 May 2018, the cash rate remained the same at 1.5 per cent.

MAY CASH & INVESTMENTS



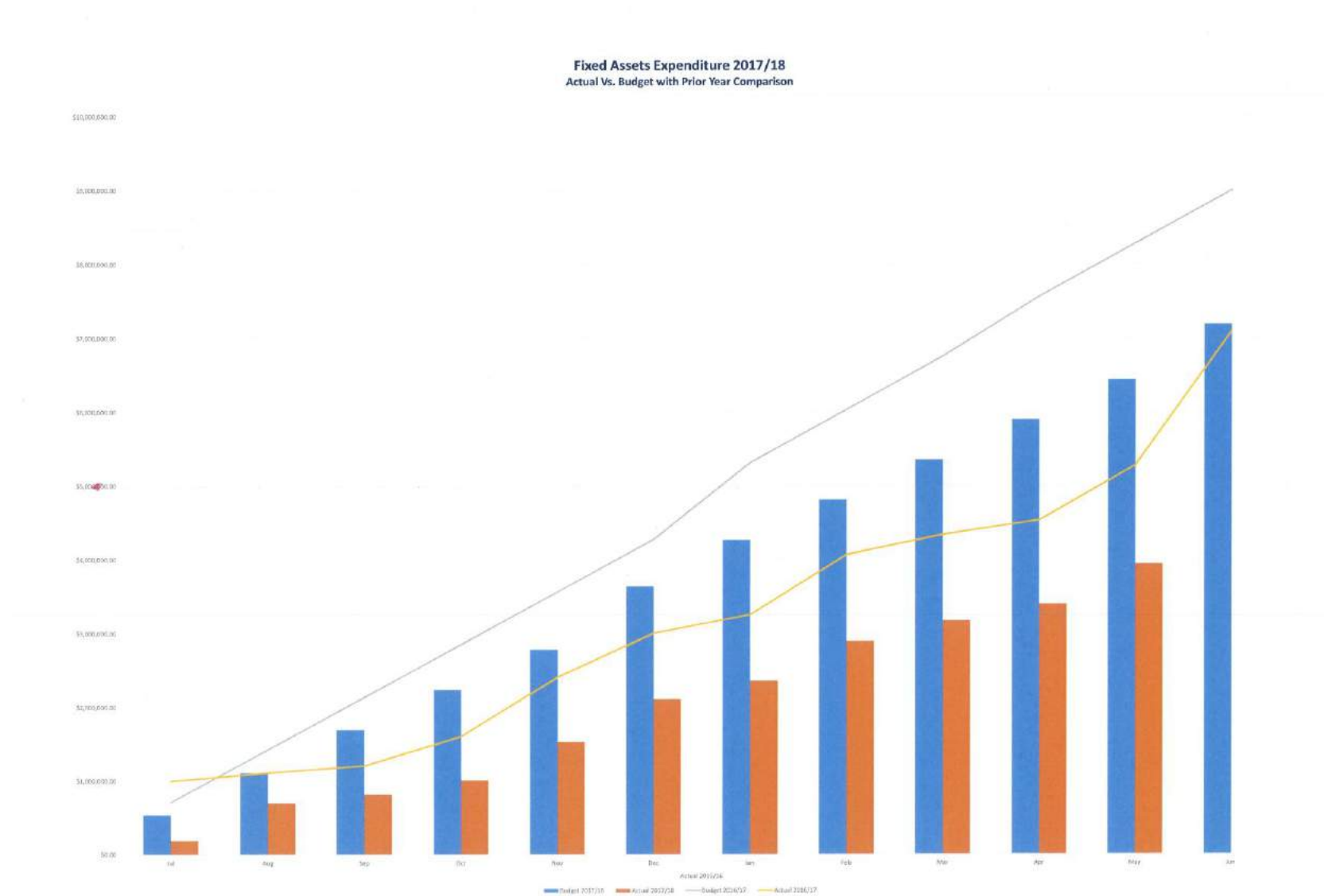




Fixed Assets Expenditure May 2018							
Account #	Account Description	Annual Budget	Actual YTD	Variance	% Total Budget		
05159129	Nilgen Fire Shed Construction	\$110,000	\$137,541	-\$27,541	125.04%		
06259020	Aged Homes Lancelin	\$90,362	\$28,667	\$61,695	31.72%		
06259050	Gingin Aged Units (Air-conditioning, kitchen refurbishments, floor coverings)	\$40,800	\$7,669	\$33,131	18.80%		
07159106	Gingin Medical Centre (New)	\$7,000	\$6,550	\$450	93.57%		
10259217	Ablution Facility Guilderton Foreshore	\$24,941	\$24,941	\$0	100.00%		
11359010	LA Sporting Complex	\$0	\$2,655	-\$2,655			
11359049	Gingin Golf Club - Re-roof Club House	\$9,488	\$9,488	\$0	100.00%		
11359051	Gingin Bowling Club - Patio roof extension & disabled ramp	\$33,000	\$2,155	\$30,845	6.53%		
11359090	GG Recreation Centre Building Land & Buildings	\$37,829	\$0	\$37,829	0.00%		
11359157	Gingin Horseman's Club Campdraft Facility	\$12,500	\$12,500	\$0	100.00%		
11359177	LA - Gun Club Transportable Toilet and Water to Site	\$25,001	\$22,727	\$2,274	90.91%		
11359179	LA - Bowling Club Storage Shed & Shade Shelters	\$9,500	\$10,600	-\$1,100	111.58%		
11359183	LP - Bowling Club - Synthetic Green	\$5,000	\$0	\$5,000	0.00%		
11659315	Old Granville Building	\$12,000	\$3,740	\$8,260	31.17%		
13259065	Caravan Park Chalets	\$64,990	\$60,733	\$4,257	93.45%		
13259300	Information Bays	\$26,500	\$10,350	\$16,150	39.06%		
14759140	CWA Building - Structural Repairs	\$22,657	\$12,065	\$10,592	53.25%		
04159110	Council Chambers Furniture	\$5,125	\$5,777	-\$652	112.73%		
07459010	Furniture And Equipment	\$2,300	\$1,365	\$935	59.37%		
10159004	Landfill Site POS Equipment	\$6,100	\$4,111	\$1,989	67.40%		
10659040	Planning Equipment	\$2,500	\$1,447	\$1,053	57.89%		
11559020	Lancelin Library Furniture and Equipment	\$1,500	\$1,423	\$77	94.88%		
13259060	GU Caravan Park Furniture/fittings	\$9,000	\$9,600	-\$600	106.67%		
13359010	Furniture And Equipment	\$1,700	\$0	\$1,700	0.00%		
14259110	Computer System Furniture And Equipment	\$32,516	\$15,643	\$16,873	48.11%		
14259115	Office Furniture/Equip. Furniture And Equipment	\$33,437	\$16,594	\$16,843	49.63%		
14359110	Depot - Furniture And Equipment	\$6,197	\$6,196	\$1	99.99%		
14759115	Office Furniture/Equip. Furniture And Equipment	\$0	\$239	-\$239			
10159000	Landfill Site Implementation	\$60,000	\$0	\$60,000	0.00%		
14759124	Lancelin Commercial Centre Land Purchase	\$40,000	\$0	\$40,000	0.00%		
05159200	Fire Warning Signs	\$60,000	\$24,000	\$36,000	40.00%		
05359020	Ranger/Fly Utility Purchase GG074	\$21,200	\$21,200	\$0	100.00%		
07459001	Vehicle Purchase - 6GG (5GG budget) EHO	\$43,000	\$43,008	-\$8	100.02%		
12359202	Kanga Loader GG040	\$44,129	\$44,129	\$1	100.00%		
12359750	Minor Plant/Equipment	\$15,000	\$8,572	\$6,428	57.15%		

12359916	TCM Front End Loader GG016	\$313,000	\$313,000	\$0	100.00%
12359917	Case Loader GG026	\$56,385	\$0	\$56,385	0.00%
12359918	Maintenance Truck GG060	\$150,290	\$0	\$150,290	0.00%
14759226	Generator - Shire Office (Gingin)	\$29,964	\$29,964	\$0	100.00%
12259990	Footpath projects unallocated	\$100,000	\$0	\$100,000	0.00%
11259065	Lancelin Foreshore Development - Cunliffe St	\$150,000	\$0	\$150,000	0.00%
11259077	Guilderton Beach Access Boardwalk	\$89,000	\$11,610	\$77,390	13.04%
11259079	Boat Launch Facility - Planning Study	\$109,421	\$44,253	\$65,168	40.44%
11259081	LA Hinchcliffe Hill Staircase South Side	\$100,000	\$24,031	\$75,969	24.03%
11259082	LA Hinchcliffe Hill Ramp North Side	\$60,000	\$43,451	\$16,549	72.42%
11259083	LA Hinchcliffe Hill Pathway and Carpark	\$82,125	\$0	\$82,125	0.00%
11359042	GG Swim Pool Plant & Pump Room	\$23,000	\$9,598	\$13,402	41.73%
11359047	Replace Dam Barrier - Granville Park Scenic Pool	\$35,000	\$6,875	\$28,125	19.64%
11359115	LA Skate Park Bowl (at BMX Track)	\$126,000	\$134,463	-\$8,463	106.72%
11359124	LA 1/2 Basketball Court	\$15,000	\$16,794	-\$1,794	111.96%
11359132	Playground Equipment	\$36,772	\$33,874	\$2,898	92.12%
11359133	LP Playground Equipment	\$135,949	\$140,940	-\$4,991	103.67%
11359155	Bendigo Bank Complex	\$9,000	\$0	\$9,000	0.00%
11359170	GG Recreation Ground	\$25,625	\$5,725	\$19,900	22.34%
11359171	Regional Hardcourt Facility - Bank Stabilisation & Landscaping	\$165,000	\$159,900	\$5,100	96.91%
11359268	Lancelin Golf Club Bore and Pump	\$60,000	\$60,000	\$0	100.00%
13259068	Lancelin Caravan Park - Infrastructure Parks	\$355,000	\$354,919	\$81	99.98%
13259314	Caravan Park Retaining Wall	\$0	\$60,000	-\$60,000	
13259315	Caravan Park Tap and Pipe Replacement Bays	\$40,000	\$0	\$40,000	0.00%
12259160	Cowalla Road Bridge Upgrade	\$190,000	\$0	\$190,000	0.00%
12259161	Marchmont Drainage	\$160,000	\$13,467	\$146,533	8.42%
12259170	Rural - Mimegarra Road	\$290,764	\$0	\$290,764	0.00%
12259211	Guilderton - Mortimer St	\$44,800	\$24,044	\$20,756	53.67%
12259222	Lancelin - Lancelin Plaza	\$10,000	\$2,522	\$7,478	25.22%
12259233	Craig Sandy Reseal SLK 0.00 - 0.32	\$5,512	\$4,413	\$1,099	80.06%
12259235	Bateman Way Reseal SLK 0.00 - 2.00	\$6,064	\$3,710	\$2,354	61.18%
12259236	Jones Place Reseal SLK 0.00 - 0.07	\$1,929	\$1,328	\$601	68.83%
12259240	Rural - Beermullah Road West	\$118,407	\$96,968	\$21,439	81.89%
12259259	Ashby Road Reseal SLK 0.00 - 3.00	\$187,329	\$93,891	\$93,438	50.12%
12259262	Rural - Red Gully Road	\$399,034	\$49,499	\$349,535	12.40%
12259271	RP - Redfield Park	\$0	-\$58	\$58	
12259277	Link Road - Reseal SLK 0.00-0.15	\$3,256	\$2,155	\$1,101	66.17%
12259278	St Andrews Court - Reseal SLK 0.00-0.57	\$12,175	\$10,818	\$1,357	88.85%
12259279	Military Road - Centreline SLK 0.00-14.79	\$40,000	\$18,310	\$21,690	45.78%
12259283	LA Walker Avenue	\$357,824	\$12,399	\$345,425	3.47%

12259306	GG - Brockman Street/Cheriton Road Intersection	\$78,015	\$84,850	-\$6,835	108.76%
12259326	R to R - Rural - Ferguson Road Construct/Seal Intersection	\$83,394	\$83,366	\$28	99.97%
12259332	Rural - Cowalla Rd	\$87,811	\$87,811	\$0	100.00%
12259339	R to R - Rural - Cullalla Rd	\$45,000	\$0	\$45,000	0.00%
12259343	LA - Drainage Works	\$0	\$7,395	-\$7,395	
12259353	Old North Road Drive/Walk Trail	\$22,935	\$300	\$22,635	1.31%
12259354	Rural - KW Road	\$23,009	\$0	\$23,009	0.00%
12259501	Black Spot - Dewar Road	\$259,441	\$0	\$259,441	0.00%
12259959	RRG - Gingin Brook Road - Final Seal	\$86,527	\$41,168	\$45,359	47.58%
12259961	RRG - Gingin Brook Road	\$929,943	\$860,790	\$69,153	92.56%
12259982	Drainage Construction	\$21,538	\$15,054	\$6,484	69.89%
12259993	R to R - Murray Bridge works	\$129,778	\$144,698	-\$14,920	111.50%
12259995	R to R - Bootline Road	\$0	\$4,693	-\$4,693	
12259996	Rural - Fynes Road Resheet SLK 0.00-5.32	\$247,242	\$121,499	\$125,743	49.14%
10159030	Gingin Landfill Fencing	\$7,000	\$5,940	\$1,060	84.86%
10759128	Gingin Cemetery Fence and Driveway	\$31,000	\$30,851	\$149	99.52%
12259362	Streetscape Project - Lancelin	\$70,000	\$67,114	\$2,886	95.88%
12259994	Parking Meters - Guilderton	\$3,500	\$1,440	\$2,060	41.14%
13259312	Caravan Waste Dump Points	\$3,000	\$0	\$3,000	0.00%
13259313	Caravan Park Drainage	\$50,000	\$43,330	\$6,670	86.66%
		<b>\$7,188,030</b>	<b>\$3,938,846</b>	<b>\$3,249,184</b>	



**SHIRE OF GINGIN**  
**INTERIM MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018**

	NOTE	May 2017/2018 Y-T-D Actual \$	2017/2018 Y-T-D Budget \$	2017/2018 Budget \$	Variances Budget to Actual Y-T-D %
Net current assets at start of year - surplus/(deficit)		1,931,712	2,009,010	2,009,010	0.00%
<b>Revenue from operating activities (excluding rates and non-operating grants, subsidies &amp; contributions)</b>					
Governance		995	0	0	
General Purpose Funding		1,022,747	1,072,792	1,170,319	(4.28%)
General Purpose Funding - Rates		7,749,875	7,764,606	7,764,606	(0.19%)
Law, Order, Public Safety		360,797	310,826	339,083	14.74%
Education and Welfare		97,328	107,250	117,000	(8.48%)
Health		333,034	265,833	290,000	23.17%
Housing		20,520	21,450	23,400	(3.97%)
Community Amenities		1,463,591	1,524,452	1,663,038	(3.66%)
Recreation and Culture		162,214	150,909	164,628	6.87%
Transport		213,595	227,376	248,046	(5.56%)
Economic Services		1,686,393	1,769,353	1,930,203	(5.33%)
Other Property and Services		450,282	188,504	216,550	116.27%
		13,541,371	13,413,351	13,926,873	0.92%
<b>Expenditure from operating activities</b>					
Governance		(968,425)	(1,028,453)	(1,121,949)	(5.35%)
General Purpose Funding		(340,535)	(340,659)	(371,626)	(0.03%)
Law, Order, Public Safety		(1,161,294)	(1,229,922)	(1,341,733)	(5.11%)
Education and Welfare		(149,192)	(191,750)	(209,182)	(20.35%)
Health		(713,623)	(593,949)	(647,945)	18.47%
Housing		(42,866)	(27,922)	(30,460)	49.06%
Community Amenities		(2,048,641)	(2,430,081)	(2,650,997)	(14.39%)
Recreation & Culture		(2,738,049)	(2,736,061)	(2,984,794)	0.07%
Transport		(2,135,853)	(3,888,857)	(4,220,571)	(41.07%)
Economic Services		(1,267,983)	(1,499,333)	(1,635,636)	(12.92%)
Other Property and Services		(1,144,292)	(644,947)	(703,579)	70.97%
		(12,730,553)	(14,591,934)	(15,918,474)	(11.69%)
<b>Operating activities excluded from budget</b>					
(Profit)/Loss on Asset Disposals	2	352,945	0	0	
Depreciation on Assets	10	1,897,409	4,016,500	4,381,636	(48.36%)
Non-Cash Expenditure and Revenue		(70,273)	0	0	
Leave Entitlements		0	0	0	
Amount attributable to operating activities		2,990,899	4,846,927	4,399,046	(42.19%)
<b>Investing Activities</b>					
Non operating grants, subsidies & contributions		1,709,977	1,915,429	2,089,559	(9.83%)
Purchase Land Held for Resale	1	0	0	0	0.00%
Purchase Land and Buildings	1	(354,199)	(1,328,098)	(1,448,834)	(67.22%)
Purchase Infrastructure Assets - Roads	1	(1,785,088)	(3,654,452)	(3,986,675)	(46.89%)
Purchase Infrastructure Assets - Parks	1	(1,108,433)	(1,512,745)	(1,650,287)	(24.62%)
Purchase Infrastructure Assets - Other	1	(172,875)	(203,500)	(222,000)	(13.89%)
Purchase Infrastructure Assets - Footpaths	1	0	(91,667)	(100,000)	(91.67%)
Purchase Tools		0	0	0	0.00%
Purchase Plant and Equipment	1	(546,979)	(40,333)	(44,000)	1151.47%
Purchase Furniture and Equipment		(62,397)	(85,471)	(93,241)	(24.75%)
Proceeds from Disposal of Assets	2	379,739	0	0	
		(1,938,055)	(5,000,837)	(5,455,459)	(56.14%)
<b>Financing Activities</b>					
Repayment of Debentures	3	(207,257)	(207,118)	(225,947)	0.06%
Proceeds from New Debentures	3	200,000	825,000	900,000	(69.44%)
New Self Supporting Loans		0	0	0	0.00%
New Advances		0	0	0	0.00%
Proceeds from Advances		11,282	10,341	11,281	8.35%
Self-Supporting Loan Principal Income		23,644	27,345	29,831	(11.74%)
Transfers to Reserves (Restricted Assets)	4	(258,206)	507,995	554,176	(138.26%)
Transfers from Reserves (Restricted Assets)	4	4,153	(881,653)	(961,803)	(92.10%)
Transfers from Restricted Cash		0	686,470	748,876	(91.67%)
		(226,184)	968,380	1,056,414	(113.08%)
<b>Net Current Assets Year to Date</b>		<b>2,758,373</b>	<b>814,469</b>	<b>0</b>	

This statement is to be read in conjunction with the accompanying notes.  
Note: Difference in B/Fwd balance relates to End of year adjustments.

SHIRE OF GINGIN  
MONTHLY STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

	May 2017/2018 Y-T-D Actual \$	2017/2018 Budget \$
<b>1. ACQUISITION OF ASSETS &amp; OTHER NON CAPITAL EXPENDITURE</b>		
The following assets and other non capital expenditure have been acquired/paid for during period under review:		
<u>By Program</u>		
Governance	5,777	6,125
General Purpose Funding	63,206	939,619
Law, Order, Public Safety	182,741	170,000
Health	75,348	36,725
Education and Welfare	36,336	831,162
Housing	0	0
Community Amenities	139,620	141,449
Recreation and Culture	841,081	1,560,627
Transport	2,227,211	4,197,300
Economic Services	605,570	650,101
Other Property and Services	316,344	200,659
	<u>4,493,234</u>	<u>8,732,767</u>
<u>By Class</u>		
Land and Buildings	354,199	1,448,834
Infrastructure Assets - Roads	1,785,088	3,986,675
Infrastructure Assets - Parks and Ovals	1,106,433	1,650,267
Infrastructure Assets - Other	172,675	222,000
Infrastructure - Footpaths	0	100,000
Plant and Equipment	546,979	44,000
Furniture and Fittings	82,397	93,241
Tools	0	0
Loans Current	207,257	225,947
Provisions	0	0
Transfers to Reserve	258,208	961,803
	<u>4,493,234</u>	<u>8,732,767</u>

A detailed breakdown of acquisitions on an individual asset basis can be found in the supplementary information attached to this statement as follows:

SHIRE OF GINGIN  
MONTHLY STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

## 2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

	Net Book Value	Sale Proceeds	Profit/(Loss)
	May 2017/2018 Y-T-D Actual \$	May 2017/2018 Y-T-D Actual \$	May 2017/2018 Y-T-D Actual \$
<b>By Program</b>			
Law Order & Public Safety	0	0	0
Health	11,196	18,182	(6,986)
Community Amenities	44,707	48,182	(3,475)
Transport	50,891	118,375	(67,485)
Economic Services	0	0	0
Other Property & Services	(80,000)	195,000	(275,000)
	26,794	379,739	(352,945)
<b>By Class</b>			
Plant & Equipment	106,794	184,739	(77,945)
Land & Buildings	(80,000)	195,000	(275,000)
	26,794	379,739	(352,945)
<b>Summary</b>			
Profit on Asset Disposals			16,889
Loss on Asset Disposals			(369,834)
			(352,945)

SHIRE OF GINGIN  
INTERIM MONTHLY STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

**Major Variances**

Financial Regulation 34(1) requires reporting on variances between the year to date Budget and year to date Actuals, based upon the variance criteria determined in the Annual Budget.

The material variance adopted by Council for the 2017/2018 year is \$10,000 or 10%.

**Reportable Operating Revenue Variations**

**Law, Order, Public Safety**

Greater than anticipated revenue received for both the ESL Operating and Capital grants 17/18.

**Health**

Greater than anticipated revenue received for Fly Control - Voluntary Levy.

**Other Property and Services**

Suspense accounts cleared at end of year.

Greater than anticipated reimbursements received to date.

**Reportable Operating Expense Variations**

**Education and Welfare**

Reduced operating expenditure required for both the Lancelin and Gingin Aged units.

**Health**

End of year salaries and wages allocation from fly control to waste services (reduction in expense).

**Housing**

Budget amended to \$50,960 as a result of Budget Review which is in line with acceptable material variations.

**Community Amenities**

Recognition of waste salaries at end of year.

Reduction in expenditure at Lancelin Refuse Site.

Portion of Waste Management Plan being fwd to 18/19.

CHRMAP - Timing of project.

Reduction in planning wages.

**Transport**

Depreciation - Assets processed to January 2018.

**Economic Services**

Reduced Caravan Park expenditures (Lancelin & Guilderton).

**Other Property and Services**

Public works overheads, plant operation costs and administration allocated adjustments to be finalised at EOY.

**Operating activities excluded from budget**

Depreciation, profit & loss and realisation/sale of assets to be finalised - Assets currently processed to January 2018

**Investing Activities**

**Purchase Land and Buildings**

Original budget revised to \$633,386 at Budget Review which brings variance down to 35.75%.

60% less expenditure to date on Aged Homes Lancelin.

Gingin Aged Units (Air-conditioning, kitchen refurbishments, floor coverings) - 73% less expenditure than anticipated to date.

Landfill site implementation CFWD

Gingin Bowling Club - Patio roof extension & disabled ramp - Timing of works. Account paid in June

GG Recreation Centre Building Land & Buildings - Timing of works. Works progressing. Account paid in June

Information Bays - Timing of works.

Lancelin Commercial Centre Land Purchase - CFWD

CWA Building - Structural Repairs - Reduced expenditure to date.

**Purchase Infrastructure Assets - Roads**

Cowalla Road Bridge Upgrade CFWD.

Rural - Mimegarra Road - Due for completion 17/18.

Marchmont Drainage - Due for completion 17/18.

Rural - Dingo Road - Budget reduced to \$0.00 at Budget Review.

Rural - Cullalla Rd CFWD.

Old North Road Drive/Walk Trail CFWD

Rural - KW Road CFWD.

Black Spot - Dewar Road - Timing of works.

LA - Lancelin Road CFWD.

RRG - Gingin Brook Road - Final Seal - Due for completion 17/18.

Rural - Fynes Road Resheet SLK 0.00-5.32 - Due for completion 17/18.

**Purchase Infrastructure Assets - Parks**

Lancelin Foreshore Development - Cunliffe St CFWD.

Guilderton Beach Access Boardwalk.

Boat Launch Facility - Planning Study CFWD.

LA Hinchcliffe Hill Staircase South Side.

LA Hinchcliffe Hill Ramp North Side.

LA Hinchcliffe Hill Pathway and Carpark.

GG Swim Pool Plant & Pump Room.

Replace Dam Barrier - Granville Park Scenic Pool - Budget amended at Budget Review.

Lancelin Sporting Complex - Budget amended at Budget Review.

Bendigo Bank Complex.

GG Recreation Ground - Budget amended at Budget Review.

Caravan Park Tap and Pipe Replacement Bays.

SHIRE OF GINGIN  
INTERIM MONTHLY STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

**Major Variances (cont.)**

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**Purchase Infrastructure Assets - Other**  
Fire Warning Signs - Due to arrive June.  
**Purchase Infrastructure Assets - Footpaths**  
Footpath projects unallocated - No expenditure to date.  
**Purchase Plant and Equipment**  
Budget increased to \$760,076 at Budget Review meaning a 19.70% variance.  
Attachments for GG026 CFWD.  
Purchase Maintenance Truck GG060 CFWD.  
**Purchase Furniture and Equipment**  
Office furniture and equipment - timing of computer purchases.

**Financing Activities**

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**Proceeds from New Debentures**  
Budget reduced to \$0.00 at Budget Review for Lancelin Aged Accommodation funding of Loan meaning variance is within acceptable range.  
**Self-Supporting Loan Principal Income**  
Timing of payments received.  
**Transfers to Reserves (Restricted Assets)**  
EOY Transfers  
**Transfers from Reserves (Restricted Assets)**  
EOY Transfers  
**Transfers from Restricted Cash**  
EOY Transfers

**SHIRE OF GINGIN**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018**

**3. INFORMATION ON BORROWINGS**

**(a) Debenture Repayments**

Particulars	Principal 1-Jul-17	New Loans Actual	New Loans Budget	Principal Repayments		Principal Outstanding		Interest Repayments	
				Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
<b>Health</b>									
L100 GG Medical Centre	209,564		0	24,424	24,425	185,140	185,139	13,252	13,252
<b>Housing</b>									
L129 Aged Accomodation	0	0	0	0	0	0	700,000	0	0
<b>Community Amenities</b>									
L111 Tip Rationalisation Site	484,873		5,180	15,540	15,540	469,333	469,333	31,220	31,220
L127 - SB Erosion Extension	204,422		6,436	19,309	19,309	185,113	185,113	5,011	5,011
<b>Recreation &amp; Culture</b>									
L114 Gu C/Club	463,497		9,651	28,952	28,952	434,545	434,545	32,586	32,586
L115 Gu C/Club	13,453		4,484	13,453	13,453	0	0	728	728
L119 LP Country Club & Granville Civic Centre	8,445		2,815	8,446	8,445	-1	0	459	459
L120 Regional Netball Facility	322,973		6,093	8,989	18,278	313,984	304,695	10,787	21,274
L124A Regional Hardcourt Facility	312,626		6,200	9,204	18,599	303,421	294,027	6,456	12,721
L126 Swimming Pool	136,990		4,472	13,416	13,416	123,574	123,574	4,144	4,144
<b>Economic Services</b>									
L103 Gingin Sale Yards	12,340			5,987	5,987	6,353	6,353	643	654
L128 Lancelin Caravan Park	0	200,000	6,300	18,892	18,900	181,108	181,100	2,520	2,500
<b>Other Property &amp; Services</b>									
L93 LA Angling/Aquatic	10,391		3,464	10,391	10,391	0	0	511	511
L118 Office Extensions	16,826		5,609	16,826	16,826	0	0	913	913
L123 Purchase Lot 44 Weld Street GG	212,827		4,475	13,426	13,426	199,401	199,401	14,583	14,583
	<b>2,409,227</b>	<b>200,000</b>	<b>75,316</b>	<b>207,257</b>	<b>225,947</b>	<b>2,401,971</b>	<b>3,083,280</b>	<b>123,811</b>	<b>140,556</b>

**SHIRE OF GINGIN**  
**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018**

**3. INFORMATION ON BORROWINGS (continued)**

		Interest Actual \$
(a) Debenture Repayments		
Repayment of Principal for Council Funded Loans will be	183,413 Interest on Council Funded Loans	122,573
Repayment of Principal for Self Supporting Loans will be	23,844 Interest on Self Supporting Loans	1,239
	<u>\$207,257</u>	<u>\$123,811</u>
 (b) New Debentures		
Loan 128 - Lancelin Caravan Park Assets		

SHIRE OF GINGIN  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

	May Y-T-D Actual \$	2017/2018 Budget \$
<b>4. RESERVES</b>		
<b>Cash Backed Reserves</b>		
<b>(a) Long Service Leave, Sick Leave, Staff Contingency</b>		
Opening Balance	513,063	513,063
Amount Set Aside / Transfer to Reserve	9,576	10,725
Amount Used / Transfer from Reserve	-	-
	<u>522,639</u>	<u>523,788</u>
<b>(b) Office Equipment Replacement</b>		
Opening Balance	17,486	17,486
Amount Set Aside / Transfer to Reserve	326	366
Amount Used / Transfer from Reserve	-	(15,000)
	<u>17,813</u>	<u>2,852</u>
<b>(c) Plant &amp; Equipment Replacement</b>		
Opening Balance	153,129	153,129
Amount Set Aside / Transfer to Reserve	2,858	818,201
Amount Used / Transfer from Reserve	-	-
	<u>155,987</u>	<u>971,330</u>
<b>(d) Land &amp; Buildings General</b>		
Opening Balance	753,210	653,210
Amount Set Aside / Transfer to Reserve	210,114	83,811
Amount Used / Transfer from Reserve	(4,153)	(75,000)
	<u>959,171</u>	<u>662,021</u>
<b>(e) Guilderton Caravan Park Recreation</b>		
Opening Balance	222,713	222,713
Amount Set Aside / Transfer to Reserve	4,157	1,283
Amount Used / Transfer from Reserve	-	(90,000)
	<u>226,869</u>	<u>133,996</u>
<b>(f) Shire Recreational Development</b>		
Opening Balance	204,380	304,380
Amount Set Aside / Transfer to Reserve	3,814	4,272
Amount Used / Transfer from Reserve	-	(220,000)
	<u>208,194</u>	<u>88,652</u>
<b>(g) Redfield Park Public Open Space</b>		
Opening Balance	29,762	29,762
Amount Set Aside / Transfer to Reserve	555	622
Amount Used / Transfer from Reserve	-	-
	<u>30,318</u>	<u>30,384</u>

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

	May Y-T-D Actual \$	2017/2018 Budget \$
<b>RESERVES (continued)</b>		
<b>(h) Ocean Farm Recreation</b>		
Opening Balance	36,564	36,564
Amount Set Aside / Transfer to Reserve	682	764
Amount Used / Transfer from Reserve	-	(7,237)
	<u>37,246</u>	<u>30,091</u>
<b>(i) Tip Rationalisation</b>		
Opening Balance	697,171	697,171
Amount Set Aside / Transfer to Reserve	13,012	14,573
Amount Used / Transfer from Reserve	-	(87,399)
	<u>710,183</u>	<u>624,345</u>
<b>(j) Lancelin Community Sporting Club</b>		
Opening Balance	49,002	49,002
Amount Set Aside / Transfer to Reserve	915	13,524
Amount Used / Transfer from Reserve	-	(10,000)
	<u>49,916</u>	<u>52,526</u>
<b>(k) Community Infrastructure Reserve</b>		
Opening Balance	87,429	87,429
Amount Set Aside / Transfer to Reserve	1,632	1,828
Amount Used / Transfer from Reserve	-	-
	<u>89,061</u>	<u>89,257</u>
<b>(l) Staff Housing Reserve</b>		
Opening Balance	31,740	31,740
Amount Set Aside / Transfer to Reserve	592	663
Amount Used / Transfer from Reserve	-	-
	<u>32,332</u>	<u>32,403</u>
<b>(m) Future Infrastructure Reserve</b>		
Opening Balance	531,524	531,524
Amount Set Aside / Transfer to Reserve	9,920	11,111
Amount Used / Transfer from Reserve	-	(244,240)
	<u>541,444</u>	<u>298,395</u>
<b>(n) Guilderton Country Club Reserve</b>		
Opening Balance	2,852	2,852
Amount Set Aside / Transfer to Reserve	53	60
Amount Used / Transfer from Reserve	-	-
	<u>2,905</u>	<u>2,912</u>
<b>Total Cash Backed Reserves</b>	<u>3,584,077</u>	<u>3,542,952</u>

All of the above reserve accounts are supported by money held in financial institutions.

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

	May Y-T-D Actual \$	2017/2018 Budget \$
<b>4. RESERVES (Continued)</b>		
<b>Summary of Transfers</b>		
<b>To Cash Backed Reserves</b>		
<b>Transfers to Reserves</b>		
<b>Transfers to Reserves</b>		
Long Service Leave, Sick Leave, Staff Contingency	9,576	10,725
Office Equipment Replacement	326	366
Plant & Equipment Replacement	2,858	818,201
Land & Buildings General	210,114	83,811
Guilderton Caravan Park Recreation	4,157	1,283
Shire Recreational Development	3,814	4,272
Redfield Park Public Open Space	555	622
Ocean Farm Recreation	682	764
Tip Rationalisation	13,012	14,573
Lancelin Community Sporting Club	915	13,524
Community Infrastructure	1,632	1,828
Staff Housing Reserve	592	663
Guilderton Country Club Reserve	53	60
Future Infrastructure Reserve	9,920	11,111
	<u>258,206</u>	<u>961,803</u>
<b>Transfers from Reserves</b>		
Long Service Leave, Sick Leave, Staff Contingency	-	-
Office Equipment Replacement	-	(15,000)
Plant & Equipment Replacement	-	-
Land & Buildings General	(4,153)	(75,000)
Guilderton Caravan Park Recreation	-	(90,000)
Shire Recreational Development	-	(220,000)
Redfield Park Public Open Space	-	-
Ocean Farm Recreation	-	(7,237)
Tip Rationalisation	-	(87,399)
Lancelin Community Sporting Club	-	(10,000)
Community Infrastructure	-	-
Staff Housing Reserve	-	-
Guilderton Country Club Reserve	-	-
Future Infrastructure Reserve	-	(244,240)
	<u>(4,153)</u>	<u>(748,876)</u>
<b>Total Transfer to/(from) Reserves</b>	<u>254,054</u>	<u>212,927</u>

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows: for which the reserves are set aside are as follows:

**Long Service Leave, Sick Leave, Staff Contingency**

Used to fund annual, long service leave, rostered days off (executive staff only), sick leave redundancy/retirement and staff contingency

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 TO 31 MAY 2018

**Office Equipment Replacement Reserve**

Used for the acquisition and/or replacement of major items of office equipment (including computer system)

**Plant and Equipment Reserve**

Used for the purchase of major plant and equipment

**Land and Building General Reserve**

Used for the replacement and/or acquisition of land and buildings

**Guilderton Caravan Park Recreation**

Used for the development of Guilderton Caravan Park facilities

**Shire Recreational Development Reserve Shire Recreational Development Reserve**

Used for the development of Shire Recreational facilities

**Redfield Park Public Open Space Reserve**

Used for the development of Public Open Space within the Redfield Park subdivision

**Ocean Farm Recreation**

Used for the development of recreation and community facilities within the Ocean Farm subdivision

**Tip Rationalisation**

Used for rationalisation of rubbish tip facilities within the Shire

**Plant & Equipment/Infrastructure Replacement**

Used for replacement of Fire Equipment and Infrastructure for fire fighting purposes within the Shire

**Lancelin Community Sporting Club Reserve**

Used in developing building and other associated infrastructure at the Lancelin Community Sporting Club and are to be spent upon request from the Club, and approval from Council

**Community Infrastructure Reserve**

Used to assist in the financing of community facilities

**Staff Housing Contingency**

Staff housing infrastructure additions and/or replacement

**Future Infrastructure Reserve**

Used for the provision of renewal, upgrade and asset purchases

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

	Actual May 2017/2018 Y-T-D Actual \$	Actual Brought Forward 1-Jul \$
<b>5. NET CURRENT ASSETS</b>		
Composition of Estimated Net Current Asset Position		
<b>CURRENT ASSETS:</b>		
Cash - Unrestricted	1,281,530	994,821
Cash - Restricted Reserves	4 3,584,077	3,330,023
Cash - Restricted General	884,991	909,991
Rates - Current	1,125,088	859,216
Sundry Debtors	230,855	1,160,020
Inventories	26,825	26,713
	<u>7,133,165</u>	<u>7,280,784</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables	(178,060)	(1,375,787)
Employee Provisions	(612,656)	(612,656)
Accrued Interest on Loans	0	(30,606)
	<u>(790,716)</u>	<u>(2,019,049)</u>
	6,342,449	5,261,735
Less: Cash - restricted reserves	4 (3,584,077)	(3,330,023)
<b>NET CURRENT ASSET POSITION</b>	<u><u>2,758,373</u></u>	<u><u>1,931,712</u></u>

SHIRE OF GINGIN  
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

6. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2017/2018 Rate Revenue \$	2017/2018 Interim Rates \$	2017/2018 Back Rates \$	2017/2018 Total Revenue \$	2017/2018 Budget \$
<b>General Rate</b>								
GRV - Townsites	0.083499	1,743	28,508,235	2,380,547			2,380,547	2,380,547
GRV - Other	0.083499	923	14,815,362	1,267,167			1,267,167	1,267,167
UV - Rural	0.004504	422	286,427,000	1,287,887			1,287,887	1,287,887
UV - Other	0.004504	1	2,800,000	12,611			12,611	12,611
UV - Intensive	0.008448	184,468	64,543,000	553,403			553,403	553,403
Interim Rates					18,528		18,528	25,000
Back Rates						747	747	10,000
<b>Sub-Totals</b>		1,833,872	397,093,597	5,501,615	18,528	747	5,520,891	5,536,615
<b>Minimum Rates</b>	<b>Minimum \$</b>							
GRV - Townsites	997	289,795	6,752,442	869,384			869,384	869,384
GRV - Other	997	242,936	4,133,426	728,807			728,807	728,807
UV - Rural	1260	158,340	74,924,300	475,020			475,020	475,020
UV - Other	1260	10,080	675,764	30,240			30,240	30,240
UV - Intensive	2,240	71,680	15,554,347	215,040			215,040	215,040
<b>Sub-Totals</b>		772,830	102,040,279	2,318,491	0	0	2,318,491	2,318,491
Concessions					(94,284)		(94,284)	(95,000)
Rate Write Off							0	0
Ex-Gratia Rates					4,777		4,777	4,500
<b>Totals</b>		2,606,702	499,133,876	7,820,106	(70,979)	747	7,749,875	7,764,606

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

## 7. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in this statement are as follows:

Detail	Balance 01-Jul-17 \$	Amounts Received \$	Amounts Paid (\$)	May Y-T-D Actual \$
Bonds, Tenders etc	9,117	5,000	1,630	12,487
Car Parking Cash in Lieu	13,014			13,014
Community Groups	4,293			4,293
Councillors Nominations	-	560	560	-
D Wedge Trust	6,314	13		6,327
Excavation Bonds	26,096			26,096
Footpath Bonds	5,982			5,982
Landscaping Bonds	49,767			49,767
Old Junction Hotel Restoration	1,743			1,743
Other Bonds/Trusts	21,457	3,580	4,311	20,726
Public Open Space	34,465	11,250		45,715
Rehabilitation Bonds	85,831			85,831
Second Hand Buildings	47,639		5,000	42,639
Staff Trust	16,880	36,020	34,793	18,107
Subdivision Bonds	207,138			207,138
Tree Planting Bonds	5,456			5,456
Trust Interest	0	3,452	26	3,426
	535,193	59,874	46,319	548,748

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

## 8. OPERATING STATEMENT

	May 2017/2018 Y-T-D Actual \$	2017/2018 Budget \$	2016/2017 Actual \$
<b>OPERATING REVENUES</b>			
Governance	39	0	534
General Purpose Funding	8,772,622	8,934,925	10,555,255
Law, Order, Public Safety	496,822	449,083	779,095
Health	333,030	290,000	246,157
Education and Welfare	97,328	117,000	127,217
Housing	20,520	23,400	24,280
Community Amenities	1,463,591	1,663,038	2,335,826
Recreation and Culture	415,170	600,694	575,412
Transport	1,534,592	1,791,539	1,811,071
Economic Services	1,691,393	1,930,203	1,983,912
Other Property and Services	450,282	216,550	336,435
Restricted Cash	(24,041)	45,000	(626,578)
<b>TOTAL OPERATING REVENUE</b>	<b>15,251,349</b>	<b>16,061,432</b>	<b>18,148,616</b>
<b>OPERATING EXPENSES</b>			
Governance	(967,607)	(1,121,949)	(1,003,716)
General Purpose Funding	(340,535)	(371,628)	(425,934)
Law, Order, Public Safety	(1,161,294)	(1,341,733)	(1,484,151)
Health	(713,623)	(647,945)	(853,712)
Education and Welfare	(149,192)	(209,182)	(180,186)
Housing	(42,866)	(30,460)	(29,725)
Community Amenities	(2,038,643)	(2,650,997)	(2,250,652)
Recreation & Culture	(2,738,049)	(2,984,794)	(3,169,400)
Transport	(2,135,653)	(4,220,571)	(2,082,557)
Economic Services	(1,287,983)	(1,635,636)	(1,652,775)
Other Property and Services	(1,144,292)	(703,570)	(1,287,904)
Restricted Cash	(10,816)	509,176	0
<b>TOTAL OPERATING EXPENSE</b>	<b>(12,730,553)</b>	<b>(15,409,289)</b>	<b>(14,420,713)</b>
<b>CHANGE IN NET ASSETS RESULTING FROM OPERATIONS</b>	<b>2,520,796</b>	<b>652,143</b>	<b>3,727,903</b>

## SHIRE OF GINGIN

## NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2017 to 31 MAY 2018

## 9. STATEMENT OF FINANCIAL POSITION

	May 2017/18 Y-T-D Actual \$	2016/2017 Actual \$
<b>CURRENT ASSETS</b>		
Cash Assets	2,166,521	1,904,812
Reserves - Cash Backed	3,584,077	3,330,023
Receivables - Cash	1,355,743	1,991,420
Receivables - Non Cash	5,987	40,593
Inventories	26,825	26,713
<b>TOTAL CURRENT ASSETS</b>	<b>7,139,152</b>	<b>7,293,562</b>
<b>NON-CURRENT ASSETS</b>		
Receivables	148,898	149,418
Inventories	-5	0
Property, Plant and Equipment	50,375,522	55,108,739
Infrastructure	105,531,376	99,969,173
<b>TOTAL NON-CURRENT ASSETS</b>	<b>156,055,791</b>	<b>155,227,330</b>
<b>TOTAL ASSETS</b>	<b>163,194,943</b>	<b>162,520,891</b>
<b>CURRENT LIABILITIES</b>		
Payables	178,060	1,338,110
Accrued Interest on Debentures	0	30,606
Interest-bearing Liabilities	(209)	0
Provisions	612,656	688,185
<b>TOTAL CURRENT LIABILITIES</b>	<b>790,507</b>	<b>2,056,901</b>
<b>NON-CURRENT LIABILITIES</b>		
Interest-bearing Liabilities	2,402,180	2,409,227
Provisions	262,497	152,503
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>2,664,677</b>	<b>2,561,730</b>
<b>TOTAL LIABILITIES</b>	<b>3,455,183</b>	<b>4,618,631</b>
<b>NET ASSETS</b>	<b>159,739,760</b>	<b>157,902,260</b>
<b>EQUITY</b>		
Reserves - Asset Revaluation	107,571,075	106,207,280
Reserves - Cash Backed	3,584,077	3,330,023
Retained Surplus	48,584,608	48,364,957
<b>TOTAL EQUITY</b>	<b>159,739,760</b>	<b>157,902,260</b>

**APPENDIX 3**

LIST OF ACCOUNTS PAID BY COUNCIL SUBMITTED TO THE  
COUNCIL MEETING HELD JUNE 2018

TYPE	DATE PAID	NAME	DETAILS	AMOUNT
EFT				
EFT24466	01/05/2018	WHEELS & KEELS AUTO ELECTRICAL	GG009 - REMOVE FRONT BUMPER & REPAIR INC TRAVEL	960.17
EFT24467	01/05/2018	LANDGATE	LAND ENQUIRY - OCTOBER 2017	556.60
EFT24468	01/05/2018	GINGIN DISTRICT HIGH SCHOOL P & C	COMMUNITY GRANT FOR EVENT TRAILER	3000.00
EFT24469	01/05/2018	MCLEODS	LEGAL ADVISE - GUILDERTON FORESHORE	284.59
EFT24470	01/05/2018	BRANCHS TRADE SERVICES	RENT FOR 2 HOUSES IN GUILDERTON-4 NIGHTS FOR POLICE	880.00
EFT24471	01/05/2018	NICOLE SIEMON AND ASSOCIATES	SEABIRD REHABILITATION PROJECT 2 - WEED SPRAYING	2750.00
EFT24472	01/05/2018	RSA SIGNS PTY LTD	SIGNS FOR GUILDERTON CARPARK	437.80
EFT24473	01/05/2018	OUTDOOR WORLD SHEDFORCE LA	LEDGE POINT FIRE STATION - INSTALLATION OF ROLLER DOORS	3784.00
EFT24474	01/05/2018	IRIS CONSULTING GROUP	DEVELOPING, IMPLEMENTING & MONITORING YOUR DIGITISATION PROGRAM COURSE - RECORDS OFFICER	550.00
EFT24475	01/05/2018	BITUTEK PTY LTD	LEASE OF EMULSION STORAGE TANK	1100.00
EFT24476	01/05/2018	RAVI CONCRETE CONTRACTORS	SUPPLY OF CONCRETE - GUILDERTON COUNTRY CLUB AND GUILDERTON LOOKOUT CARPARK	9537.00
EFT24477	01/05/2018	NESSCO	HIGH PRESSURE AIR SPRAY-WORKSHOP	85.90
EFT24478	01/05/2018	WOODRIDGE COMMUNITY ASSOC	POST OFFICE RENTAL REIMBURSEMENT	3000.00
EFT24479	02/05/2018	GINGIN (CRC)	BRITISH CAR DAY 2018 FINANCIAL SUPPORT	7700.00
EFT24480	02/05/2018	WALGA	INTEGRATED STRATEGIC PLANNING COURSE - CR JOHNSON	50.00
EFT24481	02/05/2018	OFFICEMAX AUSTRALIA LTD	OFFICE SUPPLIES - STATIONERY	114.93
EFT24482	02/05/2018	GINGIN TREE SERVICES PTY LTD	GU TENNIS COURT - REMOVAL OF TREES	1990.00
EFT24483	02/05/2018	MR FLOORS & FURNISHINGS	UNIT 6 LANCELIN - FLOOR REPLACEMENT	2693.40
EFT24484	02/05/2018	TONER PLUS	TONER FOR SP 36910SF - FRONT DESK	180.15
EFT24485	02/05/2018	JAKAROO PRODUCTS	CEO RESIDENCE - MAINTENANCE	1423.40
EFT24486	02/05/2018	GINGIN ELECTRICAL PTY LTD	SHIRE OFFICE-ELECTRICAL MAINTANENCE	2194.50
EFT24487	02/05/2018	DUNCAN SOLUTIONS	GUILDERTON PARKING METERS- KEYS AND CASH BOX	710.35
EFT24488	02/05/2018	FORESTRY TOOLS	SEABIRD REHABILITATION PROJECT 2	1274.45
EFT24489	02/05/2018	JE MIEL T/AS GINGIN IGA EXPRESS	ACCOUNT FOR APRIL 2018	708.51
EFT24490	02/05/2018	MOORE SANDS RESOURCES	SUPPLY- INSTALL LIMESTONE BOULDERS	2750.00
EFT24491	02/05/2018	LANDGATE	LANCELIN SIGN - DATA MANIPULATION	178.75
EFT24492	02/05/2018	CHITTING COMMUNICATIONS	FTA SATELITE TV - 37A LEFROY STREET	1060.00
EFT24493	02/05/2018	PRO SURVEYS	SEABIRD SEAWALL SURVEY	1919.50
EFT24494	02/05/2018	AXIOM PEST CONTROL	GG SHIRE OFFICE - BEE/WASP REMOVAL	110.00
EFT24495	02/05/2018	LANDGATE	SHIRE OF GG MAPS - NEW BIN SERVICE	0.08
EFT24496	02/05/2018	DARRYL BRENDON FERGUSON	GG FOOTBALL OVAL - DRAINAGE	4950.00
EFT24497	02/05/2018	KELEMEN PTY LTD	BOARDWALK RAMP - DESIGN AND CONSTRUCTION	33000.00
EFT24498	02/05/2018	ROSLYN BONSER	BUILDING SURVEYOR COURSE - ROSLYN BONSER - CONTRIBUTION	1027.45
EFT24499	02/05/2018	CHITTING SEPTIC SERVICE	REMOVAL OF SEPTIC WASTE	80.00
EFT24500	02/05/2018	LEDGE'S KANGA SERVICES/BIN HIRE	LEDGE POINT - SKIP BIN HIRE	220.00
EFT24501	02/05/2018	PACIFIC BRANDS WORKWEAR	UNIFORM STAFF	424.14
EFT24502	02/05/2018	PRIMARY PAINTING AND DECORATING	UNIT 6/4 LANCELIN - PAINT INTERNAL WALLS	1600.00
EFT24503	02/05/2018	RENIER DE BEER	INTERN ENGINEER TRAVEL REIMBURSEMENT - 30/04/2018 - 3/05/2018	142.44
EFT24504	03/05/2018	LET US SPRAY	GG009 - MECHANIC CAR - BUMPER AND PANELS REPAIR	360.00
EFT24505	03/05/2018	WA BOS	GG6014 - BRAKE REALIGN & HOIST REPAIR	16816.35
EFT24506	03/05/2018	GINGIN MECHANICAL SERVICES	ELECTRICAL CONTACT CLEANER 350-AA	288.29
EFT24507	03/05/2018	RSA SIGNS PTY LTD	WOODRIDGE POND/ NO SWIMMING SIGNS	243.10
EFT24508	03/05/2018	COVS PARTS PTY LTD	AIR FILTERS - VARIOUS VEHICLES - YEARLY SERVICING	1792.26
EFT24509	03/05/2018	AHG TRADE PARTS CENTRE	HEADLAMP - GG009 - MECHANIC VEHICLE	499.70
EFT24510	03/05/2018	NESSCO	WHEEL CHOCK - WORKSHOP	4656.51
EFT24511	03/05/2018	GINGIN FUEL AND TYRES	1000KG TRANSMISSION JACK	3342.00
EFT24512	03/05/2018	PAYWISE	VEHICLE LEASE	763.33
EFT24513	03/05/2018	RSPCA WA (INC.)	PAYROLL DEDUCTIONS	10.00
EFT24514	03/05/2018	LGRCEU (WA DIVISION)	PAYROLL DEDUCTIONS	82.00
EFT24515	03/05/2018	HIF	PAYROLL DEDUCTIONS	509.25
EFT24516	03/05/2018	SOCIAL CLUB TRUST SHIRE OF GINGIN	PAYROLL DEDUCTIONS	1274.00
EFT24517	03/05/2018	MIDWEST BUILDERS WA PL	LANCELIN PLAZA WORKS	26989.60
EFT24518	04/05/2018	GINGIN FUEL AND TYRES	WORKSHOP PURCHASE - CHEMICALS	10943.40
EFT24520	04/05/2018	HERSEY JR & A	APPRENTICE MECHANIC (BOOTS)	275.00
EFT24521	04/05/2018	ASHLEYS ELECTRICAL SERVICES	LA SPORTING COMPLEX REPAIRS TO VALVE ON WATER TANK	259.60
EFT24522	04/05/2018	DVG WANNEROO MITSUBISHI	SERVICE FOR VEHICLES GG070 GG074 GG013 5GG	1844.15
EFT24523	04/05/2018	LANCELIN APPLIANCE SERVICES	LANCELIN OFFICE - AIRCON SERVICE	204.60
EFT24524	04/05/2018	WURTH AUSTRALIA PTY LTD	PLANT ITEMS - SCREWS, TYRE INFLATOR, BRAKE CLEANER AND MULTI CUTTER	918.83
EFT24525	04/05/2018	TRUCK CENTRE WA PTY LTD	GG045 - VALVES AND UNIT INJECTORS	939.68
EFT24526	04/05/2018	DANMLER TRUCKS PERTH	VEHICLE SERVICE - GG048 GG060	363.77
EFT24527	04/05/2018	EASTERN HILLS SAWS & MOWERS	GG060 STIHL UNIT AND GG048 CHAINSAW	2349.00
EFT24528	04/05/2018	HAYS RECRUITING	ENGINEER PAYMENT - WEEK ENDING 22 APRIL 2018	3041.43
EFT24529	04/05/2018	WESTERN CHAINWIRE	GINGIN LANDFILL - SUPPLY AND INSTALL FENCING	6534.00
EFT24530	04/05/2018	WILKIE CIVIL ENGINEERING	DESIGN OF GINGIN WEIR REPLACEMENT	7562.50
EFT24531	04/05/2018	LANCELIN SANDS	SUPPLY OF BLUE METAL EX YARD	220.00
EFT24532	07/05/2018	MICHAEL LIDDELOW-GINGIN NURSERY	PREPARATION OF GRAVE	715.00
EFT24533	07/05/2018	MARKETFORCE PRODUCTIONS	ADVERTISING	1202.29
EFT24534	07/05/2018	QUALITY TRAFFIC MANAGEMENT	HIRE OF SIGNS FOR GINGIN TRIATHLON	690.80
EFT24535	07/05/2018	VERENA (FRAN) HAENNI	PURCHASE OF TROLLEY AND HOSE FITTINGS FOR THE POOL - REIMBURSEMENT	153.60
EFT24536	07/05/2018	RSA SIGNS PTY LTD	LANCELIN BEACH INFORMATION SIGNS	2119.70
EFT24537	07/05/2018	AMPAC DEBT RECOVERY WA PTY LTD	DEBT RECOVERY - RATES	4358.90
EFT24538	07/05/2018	PEDDERS SUSPENSION - JOONDALUP	GG020 FRONT WHEEL ALIGNMENT	98.00

EFT24539	07/05/2018 SHIELDS POWER CLEANING	APRIL - GRANVILLE AND BUS CLEANING	1550.00
EFT24540	07/05/2018 JOANNE TONNA GRAPHIC DESIGN	COMMUNITY PERCEPTIONS SURVEY - DESIGN	1110.00
EFT24541	07/05/2018 MIDLAND CEMENT MATERIALS	ARTWORK AND HIGH-RES PRINT	1276.00
EFT24542	07/05/2018 ACS SWAN EXPRESS PRINT	X2 COVER CAST IRON - DRAINAGE	485.00
EFT24543	07/05/2018 FUEL DISTRIBUTORS OF WA PTY LTD	PURCHASE ORDER BOOKS	11928.69
EFT24544	08/05/2018 BITUTEK PTY LTD	9,000 LITRES OF DIESEL	23103.84
EFT24545	09/05/2018 BENARA NURSERIES	RESEAL GINGIN BROOK ROAD	231.89
EFT24546	09/05/2018 MCLEODS	LANCELIN AGED UNITS - PLANTS	2132.13
EFT24547	09/05/2018 AUSTRALIA POST	LEGAL ADVICE-SWIMMING POOL FENCING	105.00
EFT24548	09/05/2018 LA FABRICATION/BOAT BUILDING	REPLY PAID LETTERS	1030.00
EFT24549	09/05/2018 GR THOMSON TRUCK HIRE	LA SPORTING COMPLEX - SUPPLY STAINLESS STEEL	
EFT24550	09/05/2018 MOORE RIVER ELECTRICAL SERVICES	WATER LOADS	13950.76
EFT24551	09/05/2018 HELEN MARIE SAMPSON	SEABIRD FIRE STATION - HOT WATER SYSTEM	2348.50
EFT24552	09/05/2018 CHITTERING SEPTIC SERVICE	GINGIN LANDFILL - E-WASTE	407.00
EFT24553	09/05/2018 MILLER INTERIORS PTY LTD	GRANVILLE PARK TOILETS - SEPTIC SYSTEM PUMP OUT	750.00
EFT24554	09/05/2018 GFAB	CWA BUILDING - STRUCTURAL REPAIRS	5322.39
EFT24555	09/05/2018 GINGIN TECHNICAL SERVICES	WOODRIDGE BASKETBALL COURTS - FOOTINGS	1056.00
EFT24556	09/05/2018 STRUCTERRE CONSULTING	GG HOCKEY FIELD - REPAIRS TO LIGHTS	390.50
EFT24557	09/05/2018 LANCELIN GLASS	ENGINEERING CERTIFICATION - MORTIMER RD	550.00
EFT24558	09/05/2018 WATERLOGIC AUSTRALIA PTY LTD	GRANVILLE CIVIC CENTRE-GLASS REPAIR	345.00
EFT24559	09/05/2018 RAB'S HANDYMAN SERVICES	WATER COOLER RENTAL	135.76
EFT24560	09/05/2018 COMMERCIAL AIR SOLUTIONS (CAS)	GRANVILLE CIVIC CENTRE - BOARDED UP SMASHED WINDOW	185.00
EFT24561	09/05/2018 RODNEY & JOY VENESS	SEAVIEW PARK HALL - REPAIRS	286.00
EFT24562	09/05/2018 LEDGE'S KANGA SERVICES/BIN HIRE	CLEANING SEABIRD TOILETS - APRIL	200.00
EFT24563	09/05/2018 PACIFIC BRANDS WORKWEAR	LANCELIN JETTY SKIP BIN HIRE	2420.00
EFT24564	09/05/2018 AHG TRADE PARTS CENTRE	INSIDE STAFF UNIFORMS	575.45
EFT24565	09/05/2018 KEVIN JOHN RICKSON	GG009 - MECHANIC VEHICLE - CLAMP	50.39
EFT24566	09/05/2018 RITEBUILD GROUP	REFUND OF BUILDING FEES - APPLICATION CANCELLED	159.35
EFT24567	09/05/2018 GINGIN FUEL AND TYRES	LANCELIN SKATE PARK - COMPLIANCE INSPECTION	726.00
EFT24568	10/05/2018 MCLEODS	2 STROKE OIL SEMI SYN 1 LITRE	69.12
EFT24569	10/05/2018 QUALITY TRAFFIC MANAGEMENT	LEGAL ADVICE - LANCELIN CARAVAN PARK REDEVELOPMENT	6002.02
EFT24570	10/05/2018 WURTH AUSTRALIA PTY LTD	TRAFFIC CONTROL ORANGE SPRINGS ROAD WORKSHOP - FLATE BLADE FUSE X3 AND AIR CONDITIONING TECHNOLOGY VEHICLE SET	1430.00
EFT24571	10/05/2018 HANSON CONSTRUCTION MATERIALS	WALKER AVE PROJECT - GRANITE RAILWAY BALLAST	886.30
EFT24572	10/05/2018 TOTAL PACKAGING	DOGGY DUMPAGE DISPOSAL BAGS	257.40
EFT24573	10/05/2018 RSA SIGNS PTY LTD	GUILDERTON PARKING SIGNS X3	342.10
EFT24574	10/05/2018 RNK SALES (KANGA LOADERS)	GG098 - KANGA INSPECTION	363.00
EFT24575	10/05/2018 NESSCO	WORKSHOP ITEMS	1047.23
EFT24576	10/05/2018 J&E MOBILE WHEEL ALIGNMENT	WHEEL ALIGNMENTS GG048 GG060 GG066 GG028 GG002 GG088	2285.00
EFT24577	10/05/2018 DUNCAN SOLUTIONS	GUILDERTON P/METERS - TICKET ROLLS	513.89
EFT24578	10/05/2018 AVON WASTE	WASTE COLLECTION	17325.40
EFT24579	10/05/2018 LANCELIN 7 DAY SUPERMART IGA	APRIL ACCOUNT 2018	99.45
EFT24580	10/05/2018 LA TRADE AND RURAL SUPPLIES	APRIL ACCOUNT 2018	2396.83
EFT24581	11/05/2018 FV & M SMIT TRUST ACCOUNT	SHARED COSTS GG MEDICAL CENTRE-23/4 TO 6/5/18	3113.57
EFT24582	11/05/2018 LENOVO (AUSTRALIA & NEW ZEALAND) PTY LTD	REPLACEMENT PC'S AND LENOVO M715 FOR GINGIN OFFICE	4943.28
EFT24583	11/05/2018 WANT PLUMBING SERVICES	GUILDERTON CARAVAN PARK - PLUMBING MAINTENANCE	1215.50
EFT24584	11/05/2018 LGIS RISK MANAGEMENT	GINGIN RAILWAY STATION - MANAGEMENT AGREEMENT	1584.00
EFT24585	11/05/2018 WORKFORCE ROAD SERVICES	GINGIN BROOK ROAD - SPOTTING AND LINEMARKING	26770.43
EFT24586	11/05/2018 ROAD AND TRAFFIC SERVICES	MILITARY ROAD - LINE REMOVAL AND MARKING	20141.22
EFT24587	11/05/2018 MARKETFORCE PRODUCTIONS	ADVERTISING	55.90
EFT24588	11/05/2018 QUALITY TRAFFIC MANAGEMENT	GUILDERTON RD - TRAFFIC CONTROL	1922.25
EFT24589	11/05/2018 NORTHERN VALLEY NEWS	ADVERTISING	800.00
EFT24590	11/05/2018 G T HARLEY FENCING	GUILDERTON FORESHORE - REMOVAL OF FERAL GOATS	1540.00
EFT24591	11/05/2018 TOTALLY WORKWEAR	SHIRE OF GINGIN - RED POLO SHIRT	309.50
EFT24592	11/05/2018 GOBBADOC PTY LTD	NORTHERN GROWTH ALLIANCE TOURISM FEES	11122.10
EFT24593	11/05/2018 HAYS RECRUITING	ENGINEER PAYMENT-WEEK ENDING 29/4/18	2421.88
EFT24594	15/05/2018 GINGIN FUEL AND TYRES	TYRE REPAIR GG037 & GG014	2764.31
EFT24595	15/05/2018 WEST COAST TURF	GUILDERTON FORESHORE - TURF	49.50
EFT24596	15/05/2018 COO-EE COURIERS	FREIGHT CHARGES	439.56
EFT24597	15/05/2018 KUSTERS, THOMAS	LA SPORT COMPLEX - TOILET REPAIRS	60.00
EFT24598	15/05/2018 GINGIN MECHANICAL SERVICES	OIL FOR VEHICLE SERVICES	1365.93
EFT24599	15/05/2018 ASHDOWN-INGRAM	GG075 HALOGEN LIGHT BAR 12V	1231.75
EFT24600	15/05/2018 CANOPIES WA	8GG CANOPY PURCHASE AND INSTALL	2650.00
EFT24601	15/05/2018 GINGIN TECHNICAL SERVICES	4 FEWSTER ST - ROLLER DOOR MOTOR	132.00
EFT24602	15/05/2018 BOC PTY LTD	APRIL 2018 - GAS	123.59
EFT24603	15/05/2018 MIDLAND TOYOTA	GG075 UNIT ASSEMBLY	849.38
EFT24604	17/05/2018 FUEL DISTRIBUTORS OF WA PTY LTD	DIESEL DELIVERY 14 APRIL 2018	14650.79
EFT24605	17/05/2018 AUSTRALASIAN PERFORMING RIGHTS	17/18 SHIRE EVENT LICENCE	666.24
EFT24606	17/05/2018 FV & M SMIT TRUST ACCOUNT	SHARED COSTS GG MEDICAL CENTRE-SUPPLIES AND MATERIALS FOR APRIL 2018	3406.19
EFT24607	17/05/2018 COASTLINE CLEANING SERVICES	ABLUTION CLEANING - APRIL 2018	5320.00
EFT24608	17/05/2018 LANCELIN GULL ROADHOUSE	FUEL FOR APRIL 2018	434.67
EFT24609	17/05/2018 LANCELIN COUNTRY BUILDERS	FENCING PANELS - PARTY IN THE PARK	831.60
EFT24610	17/05/2018 KLEENHEAT GAS PTY LTD	GAS - VARIOUS LOCATIONS	2777.13
EFT24611	17/05/2018 MOORE RIVER ROADHOUSE	FUEL FOR APRIL 2018	568.98
EFT24612	17/05/2018 LANDGATE	RURAL UV ROLL 18/19	16636.95
EFT24613	17/05/2018 PROTECTOR FIRE SERVICES	FIRE SYSTEMS AUDIT AND INSPECTION	1072.50
EFT24614	17/05/2018 HERSEY JR & A	APPRENTICE MECHANIC UNIFORM	887.15
EFT24615	17/05/2018 GULL GINGIN	CATERING	70.40
EFT24616	17/05/2018 B & J CATALANO PTY LTD	GG BROOK RD - SUPPLY OF FERRICRETE	3376.90
EFT24617	17/05/2018 WURTH AUSTRALIA PTY LTD	PNEUMATIC IMPACT SCREWDRIVER	289.42

EFT24618	17/05/2018 DUDLEY CHEMICALS PTY LTD	CLEANING SUPPLY	3035.89
EFT24619	17/05/2018 THREE CHILLIES TRAIL DESIGN	LA SKATE PARK - EXTRA HANDRAIL FOR LIMESTONE WALL	1507.00
EFT24620	17/05/2018 KEVIN VINE	CLEAN ABLUTIONS-APRIL 2018	6878.08
EFT24621	17/05/2018 PT WITH ALI G	APRIL 2018 - SCHOOL HOLIDAY PROGRAM	900.00
EFT24622	17/05/2018 KAREN MURRAY	WOODRIDGE PUBLIC TOILET - APRIL 2018	62.50
EFT24623	17/05/2018 J&M ASPHALT	PATCHING OF PAVEMENT GG BROOK RD	17736.91
EFT24624	17/05/2018 LEDGE POINT COUNTRY CLUB INC	2017/18 COMMUNITY GRANT	2750.00
EFT24625	17/05/2018 GINGIN TRADING	APRIL ACCOUNT 2018	3314.29
EFT24626	17/05/2018 RSPCA WA (INC.)	PAYROLL DEDUCTIONS	10.00
EFT24627	17/05/2018 LGRCEU (WA DIVISION)	PAYROLL DEDUCTIONS	82.00
EFT24628	17/05/2018 SOCIAL CLUB TRUST	PAYROLL DEDUCTIONS	2224.00
EFT24629	18/05/2018 DFES	ESL RECEIVED - APRIL 2018	24758.66
EFT24630	18/05/2018 ENVIRONMENTAL HEALTH AUSTRALIA	SAT PROCESS TRAINING - 14/03/2018	175.00
EFT24631	18/05/2018 ZIPFORM	2018 COMMUNITY PERCEPTIONS SURVEY	2950.65
EFT24632	18/05/2018 AXIOM PEST CONTROL	PEST CONTROL GG PLAYGROUND	264.55
EFT24633	18/05/2018 QUALITY TRAFFIC MANAGEMENT	TRAFFIC MANAGEMENT FOR FYNES ROAD	15229.50
EFT24634	18/05/2018 WREN OIL	OIL WASTE DISPOSAL	16.50
EFT24635	18/05/2018 WALGA	SECURE LOGIN FOR WEBSITE	110.00
EFT24636	18/05/2018 PHONOGRAPHIC PERFORMANCE COMPANY OF AUSTRALIA LTD	SOUND RECORDINGS/MUSIC VIDEOS	60.14
EFT24637	18/05/2018 RSA SIGNS PTY LTD	ROAD CLOSED/EVENT IN PROGRESS	852.50
EFT24638	18/05/2018 ADCORP	TRACK STAFF DESK CALENDAR 2018	812.90
EFT24639	18/05/2018 COVS PARTS PTY LTD	LED AMBER	94.05
EFT24640	18/05/2018 EASTERN HILLS SAWS & MOWERS	BRASS ADAPTORS	17.45
EFT24641	18/05/2018 IRON MOUNTAIN AUSTRALIA GROUP	MONTHLY STORAGE CHARGES - APRIL	214.71
EFT24642	18/05/2018 RENIER DE BEER	FUEL REIMBURSEMENT	143.30
EFT24643	18/05/2018 RSVB PTY LTD - TIAS GINGIN HOTEL	CATERING/WILDFIRE INC NO 389383	585.00
EFT24644	18/05/2018 GINGIN FUEL AND TYRES	FUEL - UNLEADED	42.93
EFT24645	18/05/2018 MCINTOSH AND SON	GG026 - OILS AND ADDITIVES - SERVICING	794.60
EFT24646	18/05/2018 MOORE SANDS RESOURCES	SUPPLY OF 32 BOULDERS	2002.00
EFT24647	18/05/2018 GEOFFREY LIDDELOW	MANAGEMENT OF GUILDERTON CARAVAN PARK APRIL 2018	41250.00
EFT24648	18/05/2018 GINGIN CAMPDRAFT CLUB INC	GINGIN CAMPDRAFT COMMUNITY GRANT	12500.00
EFT24649	18/05/2018 ARTHUR WILLIAM DELECHANTOS	ARTS IN THE PARK 2018	341.00
EFT24650	18/05/2018 MADDINGTON CONCRETE PRODUCTS	PIPE	2596.00
EFT24651	18/05/2018 TOLL IPEC PTY LTD	COURIER FEES	17.60
EFT24652	18/05/2018 WRIGHT EXPRESS AUSTRALIA	FUEL CARDS - APRIL 2018	1752.26
EFT24653	18/05/2018 KAREN GRANT	RESUSCITATION 12 MONTH REQUALIFICATION	105.00
EFT24654	18/05/2018 TRUCK CENTRE WA PTY LTD	GG045 - 101,000KM SERVICE	2938.74
EFT24655	18/05/2018 COVS PARTS PTY LTD	SPARK PLUGS	117.26
EFT24656	18/05/2018 DAIMLER TRUCKS PERTH	GG088 106,000KM SERVICE	325.97
EFT24657	18/05/2018 ASHDOWN- INGRAM	2 X CONDUIT TUBING FITTING T PIECE	144.38
EFT24658	18/05/2018 HAYS RECRUITING	ENGINEER SUPPLIED BY HAYS-WEEK ENDING 5/5/2018	3041.43
EFT24659	18/05/2018 CVC LINE MARKING AND SIGNAGE	GUILDERTON LOOKOUT CAR PARK	2476.54
EFT24660	18/05/2018 ACS SWAN EXPRESS PRINT	10 X CAUTION BOOKS	902.00
EFT24661	18/05/2018 COURIER AUSTRALIA	COURIER FEES	519.21
EFT24662	18/05/2018 GINGIN FUEL AND TYRES	235/65R17 PIRELLI SCORPION ATR X 2	702.79
EFT24663	18/05/2018 COS	STATIONERY	128.30
EFT24664	18/05/2018 STEWART AND HEATON CLOTHING	FIRE EQUIPMENT	1111.44
EFT24665	18/05/2018 DARRYL BRENDON FERGUSON	WATER TRUCK HIRE	550.00
EFT24666	18/05/2018 ENZED PERTH	SUPPLY OF ALL NEW HOSES/FIRE TRUCK	5369.11
EFT24667	18/05/2018 QUALITY TRAFFIC MANAGEMENT	TRAFFIC MANAGEMENT FOR ORANGE SPRINGS ROAD FOR STRUCTURE TO DO THE PAVEMENT INVESTIGATION	5123.25
EFT24668	18/05/2018 GOLDFIELDS DEANS AUTOGLASS	SUPPLY AND FIT WINDSCREEN TO GG045 (VOLVO TRUCK)	1430.00
EFT24669	18/05/2018 COVS PARTS PTY LTD	BRAKE SHOE GG075	31.79
EFT24670	18/05/2018 YOUTHCARE	SCHOOL CHAPLAIN CONTRIBUTION	5500.00
EFT24671	18/05/2018 NATIONWIDE SIGNS	WARNING SIGNS - MOORE RIVER	316.80
EFT24672	18/05/2018 RUSSELL PARKS PIANO SERVICE	PIANO TUNING	570.00
EFT24673	18/05/2018 JACQUELINE CHRISTINE LOBB	TRAVEL EXPENSES	1681.50
EFT24674	18/05/2018 FRONTLINE FIRE AND RESCUE EQUIP	FIRE EQUIPMENT	2142.44
EFT24675	18/05/2018 MOORE STEPHENS	ZIGGY FINANCIAL AND MANAGEMENT REPORTING WORKSHOPS MAY 2018	2420.00
EFT24676	18/05/2018 JOANNE TONNA GRAPHIC DESIGN	SHIRE OF GINGIN STAFF ID CARD	91.66
EFT24677	18/05/2018 TAMAN DIAMOND TOOL SOLUTIONS	FLOOR GRINDER - HONDA	6380.00
EFT24678	18/05/2018 GINGIN FUEL AND TYRES	ET3586 EXTRACTOR FLUID 10L X 1	304.00
EFT24679	18/05/2018 IT VISION AUSTRALIA PTY LTD	SYNERGYSOFT ONLINE LEAVE PROGRAM	6372.81
EFT24680	22/05/2018 WALGA	GOLDFIELDS WASTE SUMMIT - B KELLY	340.00
EFT24681	22/05/2018 GROUND STABILISATION SYSTEM	GG HOCKEY GROUNDS - STABILISATION	178915.00
EFT24682	22/05/2018 BUILDING COMMISSION	BUILDING SERVICES LEVY PAYMENT	1364.27
EFT24683	22/05/2018 MARKETFORCE PRODUCTIONS	ADVERTISING	4375.35
EFT24684	22/05/2018 ADFORM ENGRAVING & SIGNS	STUDENT COUNCIL NAME PLATES	570.90
EFT24685	22/05/2018 HEMPFIELD SMALL MOTORS	LANCELIN TIP - GENERATOR	2150.00
EFT24686	22/05/2018 OFFICEMAX AUSTRALIA LTD	OFFICE SUPPLIES - STATIONERY	212.64
EFT24687	22/05/2018 1ST GINGIN SCOUT GROUP	GINGIN TRIATHLON - SAUSAGE SIZZLE	500.00
EFT24688	22/05/2018 SONIC HEALTHPLUS PTY LTD	PRE PLACEMENT MEDICAL ASSESSMENT - RANGER POSITION	231.00
EFT24689	22/05/2018 WHEELS & KEELS AUTO ELECTRICAL	GG02 - CHECK ON BATTERY AND CHARGE VAULT	1697.78
EFT24690	22/05/2018 HAYS RECRUITING	GG009 - CHECK ON BATTERY SYSTEM AND CONTINUE ON REPAIR AND WIRING	2358.28
EFT24691	22/05/2018 J&E MOBILE WHEEL ALIGNMENT	PLANNING OFFICER WAGES-WEEK ENDING 13 MAY	1300.00
EFT24692	23/05/2018 FENCING PROFESSIONALS WA	WHEEL ALIGNMENT FOR VEHICLES GG6014, GG8017, GG037 AND GG024	29756.00
EFT24693	23/05/2018 FV & M SMIT TRUST ACCOUNT	JARRAH FENCE AROUND GG CEMETERY	2477.56
EFT24694	23/05/2018 TINT WA	SHARED STAFF COSTS GG MEDICAL CENTRE 7/5/18 TO 20/5/18	370.00
EFT24695	24/05/2018 STRUCTERRE CONSULTING ENGINEERS	TINT WINDOW OFFICE GG DEPOT	16555.00
EFT24696	24/05/2018 LA ANGLING AND AQUATIC CLUB	PAVEMENT INVESTIGATION INC TM - ORANGE SPRINGS ROAD	544.50
EFT24697	24/05/2018 GINGIN COMMUNITY RESOURCE CENTRE	CATERING	1100.00
EFT24698		SHIRE CONTRIBUTION FOR ADMINISTRATION FOR ARTS IN THE PARK 2018 EVENT	

EFT24699	24/05/2018	ROBBRO WA PTY LTD	SIDE TIPPERS/RESHEETING OF FYNES RD	29792.40
EFT24700	24/05/2018	GINGIN TREE SERVICES PTY LTD	NUMEROUS TREE WORKS(LEFROY ST,ROBERTSON RD,CEMETERY,NICKLAUS DRIVE,BARRAGOON RD)	6270.00
EFT24701	24/05/2018	COVS PARTS PTY LTD	ENGEL MOUNT AND CRC	78.94
EFT24702	24/05/2018	PACIFIC BRANDS WORKWEAR	A LINE PLEAT SKIRT	120.70
EFT24703	24/05/2018	POSITION PARTNERS PTY LTD	RENEWAL OF MAGNET FIELD SOLUTION ANNUAL SUBSCRIPTION	1122.00
EFT24704	24/05/2018	JOANNE TONNA GRAPHIC DESIGN	NEERGABBY TOURIST INFORMATION SIGN	420.00
EFT24705	24/05/2018	TAMAN DIAMOND TOOL SOLUTIONS	COMBI BLADE, HANDSAW BLADE AND ROOT MASTER BLADE	1529.00
EFT24706	24/05/2018	COURIER AUSTRALIA	COURIER FEES	88.63
EFT24707	24/05/2018	MOORE SANDS RESOURCES	WET HIRE OF PRIME MOVER AND SEMI-TRAILER END TIPPER	1848.00
EFT24708	24/05/2018	TRANSPAN PTY LTD - MIKE MAHER	PLANNING AND DEVELOPMENT OF SHIRE OF GINGIN TRAILS MASTER PLAN	15312.00
EFT24709	24/05/2018	AUSTRALIAN TAXATION OFFICE	APRIL BAS 2018	40478.00
EFT24710	28/05/2018	PETER CHOVADEC	RATES REFUND	1000.00
EFT24711	30/05/2018	FRANK JOHNSON	TRAVEL EXPENSES - JAN TO MARCH 18	670.12
EFT24712	30/05/2018	STEWART AND HEATON CLOTHING	BA0329 2X LINE NAME TAGS	24.53
EFT24713	30/05/2018	HONDA SHOP (THE)	WATER PUMPS	187.60
EFT24714	30/05/2018	BOYA EQUIPMENT	GG034 AND GG041 SERVICE	770.25
EFT24715	30/05/2018	AUSRECORD PTY LTD	FOOLSCAP FILES WHITE AND TUBE CLIPS	135.30
EFT24716	30/05/2018	QUALITY TRAFFIC MANAGEMENT	TRAFFIC CONTROL FOR WALKER AVE, LA	20053.30
EFT24717	30/05/2018	ZURICH AUSTRALIAN INSURANCE LTD	EXCESS PAYMENT FOR CLAIM NUMBER 633605492	500.00
EFT24718	30/05/2018	SUNNY SIGNS COMPANY PTY LTD	COASTAL RESTORATION SIGNS	354.75
EFT24719	30/05/2018	RSA SIGNS PTY LTD	SYMBOLIC COCKATOO 750 X 750 BLK/YEL ALUM SIGN X 6 FOR DEARVCOCKRAM AND CHERITON ROAD	506.00
EFT24720	30/05/2018	EASTERN HILLS SAWS & MOWERS	NEW BLOWER FOR LANCELIN	319.00
EFT24721	30/05/2018	TECHBUY	REPLACEMENT OF LANCELIN NETWORK SWITCH DAMAGED IN STORM	957.05
EFT24722	30/05/2018	GINGIN PREMIUM MEATS	CATERING- COUNCIL MEETING 15 MAY 2018	148.50
EFT24723	30/05/2018	FORCH	LUBE, TAPE/BRUSHES FOR WORKSHOP	518.96
EFT24724	30/05/2018	DIVERSUS	INTERNAL SECURITY ASSESSMENT	10869.72
EFT24725	30/05/2018	WANT PLUMBING SERVICES	GU C/PARK - PLUMBING MAINTENANCE	6060.25
EFT24726	30/05/2018	EAGLEYE TECHNICAL SERVICES	REPLACE 4 FOOT LED BATTEN IN ASSETS/BUILDING OFFICE	201.50
EFT24727	30/05/2018	LA ANGLING AND AQUATIC CLUB INC.	SHIRE OF GINGIN CHRMAP COMMUNITY ENGAGEMENT SESSION	500.00
EFT24728	30/05/2018	WORK CLOBBER	2 X KHAKI PANTS @\$57 EACH, 4 X WORK SHIRTS WITH EPAULETTES IN PUTTY @\$37.50 EACH, BLUNSTONE BOOTS @ \$162 PAIR, 1 X 4 IN 1 HI VIS WINTER JACKET @\$231	629.50
EFT24729	30/05/2018	MOORE RIVER ELECTRICAL SERVICES	INSTALL FLOOD LIGHT - GUILDERTON COMMUNITY HALL	396.00
EFT24730	30/05/2018	HELEN MARIE SAMPSON	FREIGHT FOR RECYCLING	814.00
EFT24731	30/05/2018	DIGITALREZ AUSTRALIA	GUILDERTON CARAVAN PARK 03/04	1120.90
EFT24732	30/05/2018	RSA SIGNS PTY LTD	CHANGING PLACES TOILET	82.50
EFT24733	30/05/2018	BULLSBROOK GLASS AND ALUMINIUM	REPLACEMENT OF SECURITY SCREEN MESH FOR GINGIN AGED UNIT # 1	171.60
EFT24734	30/05/2018	MR FLOORS & FURNISHINGS	REPLACEMENT OF KITCHEN FLOORING FOR GINGIN AGED UNIT #1	399.25
EFT24735	30/05/2018	ACS SWAN EXPRESS PRINT	SUPPLY CORPORATE FOLLOWER PAGE	396.00
EFT24736	30/05/2018	STATE LAW PUBLISHER	GOVERNMENT GAZETTE ADVERTISING	343.72
EFT24737	30/05/2018	CAROLE CHISHOLM	RATES REFUND	710.69
EFT24738	31/05/2018	FUEL DISTRIBUTORS OF WA PTY LTD	10,000 LITRES OF DIESEL TO DEPOT	13889.10
EFT24739	31/05/2018	GRO-TURF PTY LTD	TURF MAINTENANCE	33904.99
EFT24740	31/05/2018	TONY PISCONERI	CONTRACT MANAGEMENT FEES FOR SEABIRD LANDFILL FACILITY 2017/18 - APRIL 2018	15180.00
EFT24741	31/05/2018	HAROLD ARNOLD MORRIS	LOADER WORK APRIL LANDFILL SITES	9504.00
EFT24742	31/05/2018	CU@PARK	CLEANING ABLUTION BLOCK GRANVILLE PARK - 24.02.18 - 02.03.18	2218.30
EFT24743	31/05/2018	MOORE RIVER ELECTRICAL SERVICES	REPLACE SECURITY LIGHTING	680.00
EFT24744	31/05/2018	COMMERCIAL AIR SOLUTIONS (CAS)	SUPPLY AND INSTALL NEW 3.5 KW DAIKIN WALL SPLIT SYSTEM - GINGIN SHIRE OFFICE	2871.00
EFT24745	31/05/2018	AVON WASTE	RUBBISH COLLECTION-APRIL 2018	34767.50
EFT24746	31/05/2018	HILLS FIRE EQUIPMENT SERVICE	6 MONTH LEVEL 1 FIRE SERVICE-DEPOT	3597.00
EFT24747	31/05/2018	SLATER-GARTRELL SPORTS	REPLACEMENT OF TENNIS COURT NET AND POLES AT THE WOODRIDGE COMMUNITY RECREATION GROUND	817.30
EFT24748	31/05/2018	GINGIN TREE SERVICES PTY LTD	TREE LOPPING OF THE SPLIT TREE ON THE CORNER OF CONSTABLE AND BROCKMAN ST, GINGIN	1540.00
EFT24749	31/05/2018	RAVI CONCRETE CONTRACTORS	FOOTPATH WORKS	3033.00
EFT24750	31/05/2018	ATOM SUPPLY	SPREADER RAKE	87.74
EFT24751	31/05/2018	GINGIN ELECTRICAL PTY LTD	COMPLETE ELECTRICAL WORKS FOR GINGIN OFFICE SPECIFIED IN 18008 SUMMARY DOCUMENT	1639.00
EFT24752	31/05/2018	JOANNE TONNA GRAPHIC DESIGN	EARLY RATES INCENTIVE SCHEME 2018 - SPONSORSHIP PROPOSAL	300.00
EFT24753	31/05/2018	MOORE DEMO & CIVIL	REMOVAL OF ASBESTOS FENCE-GG FIRE SHED	1375.00
EFT24754	31/06/2018	WESTERN CHAINWIRE	REPLACEMENT OF CHAINWIRE GATE FOR THE TENNIS COURTS AT WOODRIDGE COMMUNITY HALL	682.00
EFT24755	31/05/2018	COS	RECREATIONAL GROUND	
EFT24756	31/05/2018	STEWART AND HEATON CLOTHING	STATIONERY FOR LANCELIN	173.65
EFT24757	31/05/2018	ENZED PERTH	VULCAN BOOTS SIZE 10	283.26
EFT24758	31/05/2018	WURTH AUSTRALIA PTY LTD	2 X 6M SUCTION DELIVERY HOSES-GG084	805.48
EFT24759	31/05/2018	OFFICEMAX AUSTRALIA LTD	ASSORTED CONSUMABLES	404.92
EFT24760	31/05/2018	BINDOON TRACTORS	PALLET OF PAPER AND STATIONERY	1117.00
EFT24761	31/05/2018	GINGIN TREE SERVICES PTY LTD	4 X CUTTER ASSY NYLON	164.88
EFT24762	31/05/2018	RSA SIGNS PTY LTD	REMOVE/TRIM TREES AT PIONEER PARK	3300.00
EFT24763	31/05/2018	COVS PARTS PTY LTD	SIGNS	579.15
EFT24764	31/05/2018	DEPARTMENT OF TRANSPORT	DEGREASER TUFF ALLPUR 20LTR	103.79
			VEHICLE OWNERSHIP DETAILS FOR FOR PARKING INFRINGEMENTS	123.95

EFT24765	31/05/2018	NATIONWIDE SIGNS	BRITISH CAR DAY - ADDITIONAL SIGNAGE	3096.00
EFT24766	31/05/2018	ATOM SUPPLY	1 X BROOM CONCRETE FINISHING - WEEK ENDING 13/5/18 AND WEEKENDING 20/5/18	117.73
EFT24767	31/05/2018	HAYS RECRUITING	ENGINEER SUPPLIED BY HAYS WEEK ENDING 13/5/18 AND WEEK ENDING 20/5/18	6145.19
EFT24768	31/05/2018	DUNCAN SOLUTIONS	CREDIT CARD TRANSACTION FEE APRIL 2018 AND MONTHLY SUPPORT FEE	217.34
EFT24769	31/05/2018	GINGIN FUEL AND TYRES	TYRE REPAIR - GG6017 AND GG013	335.56
EFT24770	31/05/2018	JASON INDUSTRIES & SIGNMAKERS	COBBER MURRAY SIGN	30.80
EFT24771	31/05/2018	HITACHI	GG003 - 500HR FILTER KITS	1116.60
EFT24772	31/05/2018	DARRYL BRENDON FERGUSON	WATERING OF BANKS FOR STABILISATION	1650.00
EFT24773	31/05/2018	HERSEY JR & A	2 X PAIRS BOOTS SAFETY VESTS/JEANS/SHIRTS/KNEE PADS/ JACKETS	2723.96
EFT24774	31/05/2018	QUALITY TRAFFIC MANAGEMENT	TRAFFIC MANAGEMENT-RED GULLY ROAD	13114.75
EFT24775	31/05/2018	GR THOMSON TRUCK HIRE	WATER TRUCKS-RESHEETING FYNES RD	15393.14
EFT24776	31/05/2018	WALGA	STATUTORY PLANNING MANAGER POSITION DESCRIPTION CLASSIFICATION	24.00
EFT24777	31/05/2018	COVS PARTS PTY LTD	2 X BATTERY HP MF 12V 720CCA CENTURY - GG084 AND OILS AND FUEL PADS	667.24
EFT24778	31/05/2018	BITUTEK PTY LTD	LEASE OF EMULSION STORAGE DEVICE	1100.00
EFT24779	31/05/2018	RSPCA WA (INC.)	PAYROLL DEDUCTIONS	10.00
EFT24780	31/05/2018	LGRCEU (WA DIVISION)	PAYROLL DEDUCTIONS	82.00
EFT24781	31/05/2018	SOCIAL CLUB TRUST SHIRE OF GINGIN	PAYROLL DEDUCTIONS	2224.00
<b>EFT TOTAL</b>				<b>1,209,450.81</b>
<b>CHEQUE</b>				
115534	03/05/2018	SHIRE OF GINGIN	SALARIES & WAGES PE 01.05.2018	2270.00
115536	10/05/2018	BRIAN LEWIS LINTHORNE	REIMBURSEMENT - HALF COSTS OF FENCING - LOT 13 EDGAR STREET GINGIN	514.00
115537	10/05/2018	LAURA BARKER	REFUND FOR CANCELLED BOOKING GU C/PARK	75.00
115540	11/05/2018	OFFSHORE CAFE LANCELIN	CATERING - GUILDERTON MEETING	196.00
115541	17/05/2018	BEACHSANDS LEDGE POINT	FUEL - GG005	20.01
115542	17/05/2018	LJ AND H HUGHES	WATER REIMBURSEMENT - 107 GINGIN RD LANCELIN	317.71
115543	17/05/2018	LANCELIN POST OFFICE STORE	COMMUNITY PERCEPTION SURVEY - LANCELIN AND OCEAN FARM	105.47
115544	17/05/2018	LANCELIN & COASTAL DISTRICTS ST JOHN AMBULANCE	AMBULANCE SERVICE - LANCELIN TRIATHLON	330.00
115545	17/05/2018	JOHN BELL	GU C/PARK- REFUND FOR CANCELLED BOOKING	135.00
115546	17/05/2018	SHIRE OF GINGIN	SALARIES AND WAGES - PE: 15/05/2018	1650.00
115547	23/05/2018	SYNERGY	ELECTRICITY - LOT 560 U A JONES STREET	430.40
115548	23/05/2018	MAUREEN ELLEN HOLLAND	RATES REFUND	601.96
115549	24/05/2018	KENYON AND COMPANY PTY LTD	BEACONS	515.63
115550	24/05/2018	CONSTRUCTION TRAINING FUND	BCITF LEVY PAYMENT - MARCH 2018	2376.45
115551	30/05/2018	SEABIRD TAVERN	AVON-MIDLAND ZONE MEETING CATERING	250.00
115552	30/05/2018	PLANEX SALES PTY LTD	MAP PLAN HOLDERS	317.28
115553	30/05/2018	JOHN ALBERT STRIJK	REFUND OF BUILDING APPLICATION FEES	159.35
115554	31/05/2018	SHIRE OF GINGIN	SALARIES AND WAGES: PE - 29.05.18	1650.00
<b>CHEQUE TOTAL</b>				<b>11,916.26</b>
<b>DIRECT DEBIT</b>				
DD24780.1	01/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	2886.28
DD24780.2	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	105.65
DD24780.3	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	202.35
DD24780.4	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	200.75
DD24780.5	01/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	685.58
DD24780.6	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	351.45
DD24780.7	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	217.03
DD24780.8	01/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	210.60
DD24780.9	01/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	708.28
DD24787.1	03/05/2018	SYNERGY	ELECTRICITY - OCEAN FARM HALL	636.35
DD24789.1	02/05/2018	WATER CORPORATION	WATER - FIRE STANDPIPE AT OCEAN FARM DR	41.85
DD24791.1	02/05/2018	WATER CORPORATION	WATER - NILGEN FIRE STATION	155.42
DD24793.1	02/05/2018	SYNERGY	ELECTRICITY - LOT 269 SEAVIEW DV, KARAKIN	291.20
DD24795.1	01/05/2018	WA AUSTRALIAN TREASURY CORPORATION	LOAN REPAYMENT - LOAN 93 - LANCELIN ANGLING CLUB	5452.02
DD24798.1	01/05/2018	WATER CORPORATION	WATER - HALL AT SEAVIEW DV, KARAKIN	229.54
DD24799.1	01/05/2018	SYNERGY	ELECTRICITY - NEERGABBY REC GROUND	298.06
DD24815.1	08/05/2018	TELSTRA	TELEPHONE ACCOUNT MAY 2018	2989.29
DD24817.1	08/05/2018	SYNERGY	ELECTRICITY - LP GOLF CLUB 15.3.18 - 18.4.18	1306.00
DD24819.1	07/05/2018	TELSTRA	TELEPHONE - GUILDERTON CARAVAN PARK MAY 2018	862.25
DD24827.1	09/05/2018	T-QUIP	STREET SWEEPER LEASE MAY 2018	3771.83
DD24842.1	11/05/2018	HELEN MARIE SAMPSON	SUPERVISION AND RECYCLING - GINGIN REFUSE SITE 24/4 TO 11/5/18	2538.46
DD24844.1	11/05/2018	TELSTRA	MOBILE TELEPHONE ACCOUNT MAY 2018	985.29
DD24846.1	11/05/2018	TELSTRA	TELEPHONE - TELSTRA INSTANT MESSAGING SERVICE MAY 2018	154.96
DD24850.1	14/05/2018	CREDIT CARD - TOWNSITE MAINTENANCE (UPPER COASTAL)	CREDIT CARD EXPENDITURE FOR APRIL 2018	4.00
DD24852.1	14/05/2018	CREDIT CARD - TOWNSITE MAINTENANCE (GINGIN/LOWER COASTAL)	CREDIT CARD EXPENDITURE FOR APRIL 2018	4.00
DD24854.1	14/05/2018	CREDIT CARD - CESM	CREDIT CARD EXPENDITURE FOR APRIL 2018	4.00
DD24856.1	14/05/2018	CREDIT CARD - MECHANIC/DEPOT	CREDIT CARD EXPENDITURE FOR APRIL 2018	270.06
DD24858.1	14/05/2018	CREDIT CARD - EMA	CREDIT CARD EXPENDITURE FOR APRIL 2018	81.96
DD24863.1	14/05/2018	CREDIT CARD - EMO	CREDIT CARD EXPENDITURE FOR APRIL 2018	916.20
DD24866.1	14/05/2018	CREDIT CARD - EMCCS	CREDIT CARD EXPENDITURE FOR APRIL 2018	1903.99
DD24868.1	15/05/2018	SYNERGY	ELECTRICITY - OCEAN FARM RADIO MAST	1272.15
DD24881.1	15/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	2637.45
DD24881.2	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	200.74
DD24881.3	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	200.75

DD24881.4	15/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	685.58
DD24881.5	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	377.04
DD24881.6	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	217.03
DD24881.7	15/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	210.60
DD24881.8	15/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	705.28
DD24881.9	15/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	1578.75
DD24885.1	17/05/2018	SYNERGY	ELECTRICITY - RED GULLY FIRE SHED	102.10
DD24892.1	18/05/2018	SYNERGY	ELECTRICITY - WOODRIDGE HALL 28.3.18 - 30.4.18	2062.15
DD24897.1	21/05/2018	WA AUSTRALIAN TREASURY CORPORATION	WESTERN AUSTRALIAN TREASURY CORP LOAN REPAYMENTS	51181.87
DD24924.1	23/05/2018	SYNERGY	ELECTRICITY - STREET LIGHTING	11684.25
DD24926.1	23/05/2018	WATER CORPORATION	WATER - LA PIONEER PARK 1.5.18 - 30.6.18	97.90
DD24928.1	23/05/2018	TELSTRA	EXECUTIVE MOBILE TELEPHONE ACCOUNTS MAY 2018	608.48
DD24930.1	23/05/2018	SENSIS PTY LTD	ADVERTISING - GUILDERTON CARAVAN PARK - YELLOW PAGES	83.03
DD24932.1	23/05/2018	TELSTRA	TELEPHONE - GINGIN FIRE STATION	25.95
DD24934.1	24/05/2018	SYNERGY	ELECTRICITY - LOT 134 CONSTABLE ST, GINGIN	56.75
DD24936.1	24/05/2018	SYNERGY	ELECTRICITY - 5 WELD ST, GINGIN	70.25
DD24938.1	24/05/2018	SYNERGY	ELECTRICITY - LOT 126 CONSTABLE ST, GINGIN	79.85
DD24940.1	24/05/2018	SYNERGY	ELECTRICITY - SENIORS UNITS - GINGIN	86.45
DD24943.1	24/05/2018	SYNERGY	ELECTRICITY - BROCKMAN STREET LINEYARD BLDG.	123.55
DD24945.1	24/05/2018	SYNERGY	ELECTRICITY - LOT 32 CHURCH ST, GINGIN	146.55
DD24947.1	24/05/2018	SYNERGY	ELECTRICITY - 57 LEFROY ST, GINGIN	183.60
DD24949.1	24/05/2018	SYNERGY	ELECTRICITY - LOT 1 BROCKMAN ST, GINGIN - PUMP	252.40
DD24951.1	24/05/2018	SYNERGY	ELECTRICITY - GINGIN FIRE STATION	440.40
DD24953.1	24/05/2018	SYNERGY	ELECTRICITY - GINGIN DEPOT	1573.45
DD24958.1	25/05/2018	SYNERGY	ELECTRICITY - LOT 501 HONEYCOMBE RD, GINGIN - STREET LIGHTING	153.75
DD24960.1	25/05/2018	SYNERGY	ELECTRICITY - LOT 10 COCKRAM RD, GINGIN	175.05
DD24962.1	25/05/2018	SYNERGY	ELECTRICITY ACCOUNT SHIRE OFFICE BUILDING	790.00
DD24964.1	25/05/2018	SYNERGY	ELECTRICITY - ILUKA AQUATIC CENTRE	1755.80
DD24966.1	25/05/2018	SYNERGY	ELECTRICITY - GRANVILLE CIVIC CENTRE / CAFE	1787.55
DD24968.1	25/05/2018	SYNERGY	ELECTRICITY - GUILDERTON CARAVAN PARK	2658.15
DD24970.1	25/05/2018	TELSTRA	ELECTRICITY - SEABIRD FIRE SHED	105.75
DD24972.1	24/05/2018	AUSTRALIA POST	POSTAGE FOR APRIL 2018	1950.00
DD24973.1	25/05/2018	HELEN MARIE SAMPSON	SUPERVISION AND RECYCLING - GINGIN REFUSE SITE 12/5 TO 25/5/18	2538.46
DD24975.1	28/05/2018	SYNERGY	ELECTRICITY - GG RECREATION GROUND	703.50
DD25001.1	29/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	3335.87
DD25001.2	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	187.54
DD25001.3	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	200.75
DD25001.4	29/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	695.58
DD25001.5	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	471.14
DD25001.6	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	217.03
DD25001.7	29/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	210.60
DD25001.8	29/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	714.26
DD25001.9	29/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	878.75
DD25007.1	31/05/2018	SYNERGY	ELECTRICITY - LA HAROLD PARK	822.50
DD25009.1	31/05/2018	SYNERGY	ELECTRICITY - LS - LANCELIN SOUTH PUBLIC OPEN SPACE	572.65
DD25011.1	31/05/2018	SYNERGY	ELECTRICITY - WANGAREE COMMUNITY CENTRE MUN	351.30
DD25013.1	31/05/2018	SYNERGY	ELECTRICITY - LANCELIN OFFICE	323.50
DD25015.1	31/05/2018	SYNERGY	ELECTRICITY - LA GRACE DARLING PARK	281.80
DD25017.1	29/05/2018	SYNERGY	ELECTRICITY - GINGIN RURAL INDUSTRIAL DEPOT	140.90
DD24780.10	01/05/2018	CLICKSUPER	PAYROLL DEDUCTIONS	1578.75
DD24780.11	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	211.22
DD24780.12	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	350.59
DD24780.13	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	210.59
DD24780.14	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	542.95
DD24780.15	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	18063.25
DD24780.16	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	237.12
DD24780.17	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	452.34
DD24780.18	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	763.23
DD24780.19	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	114.23
DD24780.20	01/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	163.32
DD24881.10	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	211.22
DD24881.11	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	210.59
DD24881.12	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	350.59
DD24881.13	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	626.46
DD24881.14	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	15761.24
DD24881.15	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	452.34
DD24881.16	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	237.12
DD24881.17	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	763.23
DD24881.18	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	114.23
DD24881.19	15/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	163.32
DD25001.10	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	211.22
DD25001.11	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	210.59
DD25001.12	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	350.59
DD25001.13	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	626.46
DD25001.14	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	15305.21
DD25001.15	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	452.34
DD25001.16	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	237.12
DD25001.17	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	763.24
DD25001.18	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	114.23
DD25001.19	29/05/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	190.54
DIRECT DEBIT TOTAL				187,667.88
TOTAL MUNICIPAL				1,409,034.75

TRUST

0.00

BANK STATEMENT TOTALS

STATEMENT DEBITS	BANK FEES AND CHARGES	\$	3,521.89
PAYS	WAGES AND SALARIES	\$	358,053.52
ELECTRONIC PAYMENTS	POLICE LICENCING	\$	83,433.00
	LA OFFICE RENT	\$	043.38
	GG DOCTORS RESIDENCE	\$	-
	FLEXIRENT	\$	212.14
	MESSAGES ON HOLD	\$	546.27
	LA DOCTORS RESIDENCE	\$	-
	LA DOCTORS VEHICLE	\$	-

443,788.31

TOTAL EXPENDITURE

1,862,823.06

CREDIT CARD BREAK-UP

APRIL

BANK CHARGES	MONTHLY CARD FEE X 7	28.00
REFRESHMENTS/RECEPTIONS	WORKS TOOLBOX MEETING 18/4 - TOASTED SANDWICHES	143.00
TRAINING/CONFERENCE	AVON WHEATBELT CONFERENCE - K LOWES, LEADERSHIP CONFERENCE - K BACON, C GROVES & C WALKER, CCAWA SEMINAR - L BURT	1,899.99
IT SUPPORT	NIL	0.00
WORKSHOP ITEMS	4GG - FUEL, WATER TANK GG045, TAPE FOR WORKSHOP, FENCING AT GG DRAINAGE PIT, MATERIALS FOR GG ROE ST DRAINAGE	1,113.21
EVENTS	NIL	0.00
STAFF EXPENSES	NIL	0.00
POOL KIOSK	NIL	0.00

3,184.20

AT THE TIME OF PRINTING THE AGENDA  
THERE WERE NO CREDITORS OUTSTANDING

CHIEF EXECUTIVE OFFICER

PRESIDENT

**11.2.2 UNBUDGETED EXPENDITURE – LEDGE POINT BOATING FACILITY  
ECONOMIC IMPACT ASSESSMENT STAGE 2**

**LOCATION:** LEDGE POINT  
**FILE:** RES/12-1  
**REPORTING OFFICER:** KAYE LOWES - EXECUTIVE MANAGER CORPORATE & COMMUNITY SERVICES  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** 15 NOVEMBER 2016 ITEM 14.1  
 21 NOVEMBER 2017 ITEM 11.1.3

***ADDENDUM – ORDINARY MEETING OF COUNCIL – 19 JUNE 2018*****Additional Information:**

Subsequent to circulation of the Agenda, an error has been detected with respect to the Budget amendment table. The Revised Budget figure for Transfer from Recreation Reserve should read \$193,785 instead of \$183,785.

The table shown under Budget Implications and in the Officer's recommendation should therefore appear as follows:

Account	Description	Current Budget	Revised Budget	Surplus Deficit
11213015	RBFS Grant Income	\$0	-\$43,227	-\$43,227
11259079	Ledge Point Boat Harbour Facility Environmental Assessment – Stage 2	\$0	\$57,636	\$57,636
	Transfer from Recreation Reserve	\$208,194	\$193,785	-\$14,409
			<b>Net Effect</b>	<b>NIL</b>

An amended recommendation is provided below.

**RECOMMENDATION**

It is recommended that Council:

1. Amend the adopted Budget for the 2017/18 Financial Year in accordance with the following table:

Account	Description	Current Budget	Revised Budget	Surplus Deficit
11213015	RBFS Grant Income	\$0	-\$43,227	-\$43,227
11259079	Ledge Point Boat Harbour Facility Environmental Assessment – Stage 2	\$0	\$57,636	\$57,636
	Transfer from Recreation Reserve	\$208,194	\$193,785	-\$14,409
			<b>Net Effect</b>	<b>NIL</b>

2. Authorise the execution of the Funding Agreement for the Ledge Point Boat Harbour Environmental Assessment – Stage 2, including affixing of the Common Seal.

## OFFICER INTEREST DECLARATION

Nil

## PURPOSE

To consider amending the 2017/18 adopted Budget to fund the Ledge Point Boat Harbour Coastal Processes Assessment – Stage 2 and to seek Council authorisation for application of the Shire's Common Seal to the associated Funding Agreement between the Department of Transport (DoT) and the Shire of Gingin.

## BACKGROUND

Council has previously received funding under the Recreational Boating Facility Scheme (RBFS) to undertake studies with respect to the potential development of a boat launching facility in Ledge Point.

In February 2018 an application was submitted to the RBFS for further funding to commence stage 2 of the Ledge Boat Harbour Coastal Processes Assessment. This application was successful, with Council securing funding of \$43,227 subject to the Shire of Gingin contributing 25% of the total project cost. Based on a total project value of \$57,636 the Shire's required contribution therefore amounts to \$14,409.

## COMMENT

Whilst most of the work associated with Stage 2 will be undertaken in the 2018/19 financial year, it is necessary to submit an order now to ensure that the project continues to progress without undue interruption. This expenditure is not currently identified in Council's adopted 2017/18 Budget and it is therefore requested that Council consider amending its 2017/18 Budget to include an amount of \$57,636 for the Ledge Point Boat Harbour Coastal Processes Assessment – Stage 2. Any funds that are not spent in the current financial year will then be carried forwarded into 2018/19.

The DoT has formulated a formal grant agreement for the Ledge Point Boat Harbour Coastal Processes Assessment – Stage 2 (**Appendix 1**). In the event that Council is supportive of the recommendation, then under s. 9.49A of the *Local Government Act 1995* authorisation must be granted to affix the Common Seal to the grant agreement.

**STATUTORY ENVIRONMENT***Local Government Act 1995*

Part 6 – Financial Management

Division 4 – General financial provisions

Section 6.8 – Expenditure from municipal fund not included in annual budget

Part 9

Miscellaneous provisions

Division 3 – Documents

Section 9.49A – Execution of documents

**POLICY IMPLICATIONS**

Nil

**BUDGET IMPLICATIONS**

In the event that Council is supportive of the Officer's recommendation, then budget implications will be in accordance with the following table:

Account	Description	Current Budget	Revised Budget	Surplus Deficit
11213015	RBFS Grant Income	\$0	-\$43,227	-\$43,227
11259079	Ledge Point Boat Harbour Facility Environmental Assessment – Stage 2	\$0	\$57,636	\$57,636
	Transfer from Recreation Reserve	\$208,194	\$183,785	-\$14,409
			Net Effect	NIL

**STRATEGIC IMPLICATIONS**

Shire of Gingin Strategic Community Plan 2017-2027

<b>Focus Area</b>	<i>Economic Development</i>
<b>Objective</b>	<i>To support economic development through the Shire's service delivery</i>
<b>Outcome</b>	<i>4.1 Tourist Playground An internationally acclaimed tourist playground</i>
<b>Key Service Areas</b>	<i>Economic Development &amp; Tourism Infrastructure</i>
<b>Priorities</b>	<i>4.1.1 Support the development of the Shire of Gingin as a premier tourist destination for ocean and sand adventures</i>

**VOTING REQUIREMENTS – ABSOLUTE MAJORITY**

**RECOMMENDATION**

It is recommended that Council:

1. Amend the adopted Budget for the 2017/18 Financial Year in accordance with the following table:

Account	Description	Current Budget	Revised Budget	Surplus Deficit
11213015	RBFS Grant Income	\$0	-\$43,227	-\$43,227
11259079	Ledge Point Boat Harbour Facility Environmental Assessment – Stage 2	\$0	\$57,636	\$57,636
	Transfer from Recreation Reserve	\$208,194	\$193,785	-\$14,409
			<b>Net Effect</b>	<b>NIL</b>

2. Authorise the execution of the Funding Agreement for the Ledge Point Boat Harbour Environmental Assessment – Stage 2, including affixing of the Common Seal.

**RESOLUTION**

**Moved Councillor Court, seconded Councillor Morton that Council:**

1. **Amend the adopted Budget for the 2017/18 Financial Year in accordance with the following table:**

Account	Description	Current Budget	Revised Budget	Surplus Deficit
11213015	RBFS Grant Income	\$0	-\$43,227	-\$43,227
11259079	Ledge Point Boat Harbour Facility Environmental Assessment – Stage 2	\$0	\$57,636	\$57,636
	Transfer from Recreation Reserve	\$208,194	\$193,785	-\$14,409
			<b>Net Effect</b>	<b>NIL</b>

2. **Authorise the execution of the Funding Agreement for the Ledge Point Boat Harbour Environmental Assessment – Stage 2, including affixing of the Common Seal.**

**CARRIED BY ABSOLUTE MAJORITY**

**9-0**

**APPENDIX 1**

# **Recreational Boating Facilities Scheme Funding Agreement for Planning Project**

**BETWEEN**

**THE MINISTER FOR TRANSPORT**

**AND**

**SHIRE OF GINGIN**

**FOR**

**LEDGE POINT BOAT HARBOUR COASTAL PROCESSES**

**ASSESSMENT (STAGE 2)**

**ROUND 23**

**2018**

**THIS AGREEMENT** is made BETWEEN the **Minister for Transport** C/o Dumas House, West Perth ("the Minister")

AND the **Shire of Gingin** of 7 Brockman Street, Gingin ("the Grantee")

**RECITALS:**

- A. The Minister for Transport, a body corporate pursuant to section 8 of the *Marine and Harbours Act 1981*, has implemented the Recreational Boating Facilities Scheme ("RBFS"), a scheme under which the Minister will make grants to eligible authorities in order, amongst other things, to contribute to the cost of planning for recreational boating facilities.
- B. The Grantee has applied to the Minister for a grant of funds by the Minister to the Grantee in accordance with the RBFS.
- C. The Minister has agreed to provide funds to the Grantee on the terms and conditions contained in this agreement.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1** In this agreement, unless the contrary intention appears, the following words have the following meanings:

**Actual Component Cost** means, in relation to any Component, the amount expended in respect of that Component in order to achieve Completion of the Project.

**Actual Project Cost** means the total amount expended in order to achieve Completion of the Project.

**Approved Project Program** means the Project information, which has been approved by the Minister in accordance with clause 4.1.2.

**Business Day** means a day (not being a Saturday or a Sunday) when banks are open for banking business in Perth, Western Australia.

**Completion** means when the Resulting Documents have been supplied to, and accepted by, the Minister.

**Completion Certificate** means a signed certificate as set out in Item 11 of the Schedule.

**Component** means a part of a Component Project described in Item 6 of the Schedule.

**Component Project** means a Project where certain portions of the Grant are to be used only for certain parts of the Project described in Item 6 of the Schedule.

**Estimated Component Cost** means, in relation to any Component, the estimated amount to be expended in respect of that Component in order to achieve Completion of the Project, as set out in Item 6 of the Schedule.

**Estimated Project Cost** means the estimated amount to be expended in respect of the Project in order to achieve Completion of the Project, as set out in Item 2 of the Schedule.

**Event** means the occurrence of any one or more of the following:

- (a) loss of property;
- (b) destruction of property;
- (c) damage to property;
- (d) injury;
- (e) death; and
- (f) illness.

**Event of Default** means an event of default described in clause 9.1.

**Grant** means the amount set out in Item 1 of the Schedule. The grant amount is expressed as GST exclusive.

**Grantee's Contribution** means a contribution to the Project made by the Grantee as set out in clause 3.2.

**Project** means the project named in Item 3 and the Project Specific Requirements described in Item 4 of the Schedule.

**Resulting Documents** means the documents that constitute or record (as applicable) the outcome of the Project, in format and detail acceptable to the Minister.

**Schedule** means the Schedule to this agreement.

**1.2** In this agreement, unless the contrary intention appears:

- (a) the word "person" includes a firm, a body corporate, an unincorporated association and an authority;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the persons, successors, substitutes (including without limitation, persons taking by novation), assigns, executors and administrators;
- (d) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (e) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (f) a reference to any thing is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

- (g) a reference to a clause, paragraph or Schedule is a reference to a clause, paragraph or Schedule of this agreement;
- (h) a reference to an accounting term is to be interpreted in accordance with accounting standards under the Corporations Law and, if not inconsistent with those accounting standards, generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate over time; and
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

1.3 Headings are inserted for convenience and do not affect the interpretation of this agreement.

## **2. PROVISION OF THE GRANT**

The Minister agrees to provide the Grant (as reduced by any deductions made in accordance with clauses 3.3, 3.4.1(b) and 3.4.2) to the Grantee at the times and in the manner set out in Item 5 of the Schedule.

## **3. USE, CONTRIBUTION AND REDUCTION OF THE GRANT**

### **3.1 Use of the Grant**

The Grantee may use the Grant only for the purpose set out in Item 6 of the Schedule and for no other purpose.

Where the Project is a Component Project, the Grantee may use the Grant:

- (a) only for the purposes set out in Item 6 of the Schedule;
- (b) only in relation to the Components; and
- (c) in relation to each Component, only in an amount up to the amount set out in Item 6 of the Schedule in relation to that Component.

### **3.2 Contribution**

3.2.1 Where the Project is not a Component Project, the Grantee must make a Grantee's Contribution to the cost of the Project of the amount set out at Item 6 of the Schedule.

3.2.2 Where the Project is a Component Project, the Grantee must make a Grantee's Contribution to the cost of each Component of the amounts set out in the table at Item 6 of the Schedule.

3.2.3 The Grantee's Contribution can include:

- (a) contributions from any other source including, without limiting the generality thereof, State Government Departments; and
- (b) in-kind contributions of materials and labour directly attributable to the Project.

**3.2.4** The inclusion and value of in-kind contributions as part of the Grantee's Contribution shall be determined by the Minister, after receipt of a statement detailing in-kind contributions and the Grantee's assessment of their value and reasons why they should be recognised by the Minister as part of the Grantee's Contribution. The statement shall be included in the report referred to in clause 4.2(b) or attached to the statement referred to in clause 4.3(a).

**3.2.5** If, when Completion of the Project has been achieved:

- (a) where the Project is not a Component Project, the Actual Project Cost exceeds the Estimated Project Cost; or
- (b) where the Project is a Component Project, the Actual Component Cost relating to a Component exceeds the Estimated Component Cost relating to that Component;

the Minister and the Grantee agree that the Grantee's Contribution will be increased by the amount of that excess.

### **3.3 Reduction of the Grant**

If, when Completion of the Project has been achieved:

- (a) where the Project is not a Component Project, the Estimated Project Cost exceeds the Actual Project Cost; or
- (b) where the Project is a Component Project, the Estimated Component Cost relating to a Component exceeds the Actual Component Cost relating to that Component;

the Minister and the Grantee agree that the Grant, or the Grant Amount for that Component, will be reduced by the *pro rata* amount of that excess.

If payment of the Grant or the Grant Amount for that Component has been made to the Grantee, the Grantee will immediately refund the *pro rata* amount of that excess to the Minister.

### **3.4 Failure to make a Grantee's Contribution**

**3.4.1** If the Grantee does not make a Grantee's Contribution:

- (a) where the Project is not a Component Project, the Grant will be cancelled; or
- (b) where the Project is a Component Project, the Grant will be reduced by the Maximum Grant Amount set out in Item 6 of the Schedule in relation to that Component.

**3.4.2** If the Grantee only makes part of a Grantee's Contribution, the Grant will be reduced in the same proportion as the shortfall bears to the contribution actually made by the Grantee.

**3.4.3** If either clause 3.4.1 or 3.4.2 apply and any part of the Grant has been paid to the Grantee, the Grantee will immediately upon demand by the Minister, refund to the Minister the moneys (if any) in excess of the Grantee's amended entitlement to the Grant.

**4. INFORMATION TO BE PROVIDED TO THE MINISTER**

**4.1 Prior to commencement of the Project**

**4.1.1** Prior to the commencement of the Project, the Grantee must provide to the Minister for the Minister's approval the following:

- (a) a document that sets out the activity or activities that constitute the Project;
- (b) a schedule setting out:
  - (i) the expected progress of the Project from commencement to Completion; and
  - (ii) the dates on which the Grantee anticipates that it will request payment of the Grant to it in accordance with clause 2;
- (c) all items and information described in Item 7.1 of the Schedule (if any); and
- (d) all other items and information which the Minister reasonably requests.

**4.1.2** The Minister may:

- (a) approve; or
- (b) refuse to approve; or
- (c) request that the Grantee alter any detail in respect of;

the information provided to the Minister in accordance with clause 4.1.1. All information received and approved (whether with or without modification) by the Minister in accordance with this clause 4 will become, when approved, the Approved Project Program.

**4.1.3** The Grantee agrees that;

- (a) subject to clause 4.1.4, and within the time specified by the Minister, it will alter any detail in respect of the Project which the Minister reasonably requests be altered; and
- (b) it will ensure that the Project is not commenced until the Minister receives and approves (whether with or without modification) all information required to be provided to the Minister under clause 4.1.1.

**4.1.4** If the Minister requests that the Grantee alter a detail in respect of the Project, the Grantee may give notice to the Minister that, if the Minister does not approve the information provided to the Minister in accordance with clause 4.1.2 without alteration to that detail, within a period specified in the notice (which period must be not less than 10 Business Days after the date on which the Minister receives the notice), this agreement will terminate.

**4.1.5** The word "commencement" in clause 4.1.1 and the word "commenced" in clause 4.1.3(b) do not include any preliminary design work, cost estimates or community consultations, unless it is expressly stated in Item 3 or 4 of the Schedule to be the Project or part of the Project.

#### **4.2 Information to be provided to the Minister during the course of the Project**

The Grantee agrees with the Minister that the Grantee will:

- (a) keep proper and up-to-date records in respect of the progress of the Project and all expenditure in connection with the Project and allow any agent, employee or representative of the Minister to inspect those records; and
- (b) provide to the Minister every 6 months or as otherwise requested by the Minister within 10 Business Days of such request, a report which details the Project; and
  - (i) expenditure which has been incurred to date in connection with the Project and, where the Project is a Component Project, each Component of the Project; and
  - (ii) the expected date of Completion.

#### **4.3 Information to be provided to the Minister on completion of the Project**

The Grantee agrees to provide to the Minister within 20 Business Days of Completion of the Project:

- (a) a financial statement (GST exclusive) which sets out the Actual Project Cost and, where the Project is a Component Project, the Actual Component Cost of each Component;
- (b) a Completion Certificate as set out in Item 11;
- (c) a copy of the Resulting Documents;
- (d) all items and information described in Item 7.2 of the Schedule (if any); and
- (e) all other items and information which the Minister reasonably requests.

### **5. APPROVED PROJECT PROGRAM**

**5.1** The Grantee agrees that it will ensure that the Project is:

- (a) carried out in accordance with the Approved Project Program; and
- (b) completed by the date set out in Item 8 of the Schedule ("Item 8") unless;
  - (i) notice is given by the Minister under clause 5.5.1, in which case, the date applied for by the Grantee; or
  - (ii) notice is given by the Grantee under clause 5.5.3, in which case, the alternative date specified in the notice under clause 5.5.2.

**5.2** The Grantee agrees that it will:

- (a) not without the prior written consent of the Minister change any one or more aspects of the Approved Project Program; and

- (b) notify the Minister immediately upon becoming aware that any change or event has occurred which has caused or will or might cause any one or more aspects of the Approved Project Program to change.

- 5.3**
- (a) If the Grantee request in accordance with clause 5.2(a) that the Minister consent to a change in the Approved Project Program; and
  - (b) if the Minister does not consent to that change; and
  - (c) if in the reasonable opinion of the Grantee, the Grantee will not be able to continue with the Project unless the relevant change is made to the Approved Project Program;

the Grantee may give notice to the Minister that, if the Minister does not consent within a period specified in the notice (which period must be not less than 10 Business Days after the date on which the Minister receives the notice), this agreement will terminate.

- 5.4** If, at any time, in the reasonable opinion of the Minister, a change occurs in the Approved Project Program such that the Approved Project Program is materially altered, the Minister may terminate this agreement with immediate effect.
- 5.5** If the Grantee becomes aware that the Project will not be, or is unlikely to be, completed by the date set out in Item 8 and it wishes to continue with the Project, it shall immediately, by notice to the Minister, apply for an amendment of the date set out in Item 8 to a date specified in the notice.
- 5.5.1** If the Minister consents to the amendment, the Minister shall give notice to the Grantee to that effect and Item 8 shall be deemed to have been amended accordingly.
- 5.5.2** If the Minister is prepared to consent to an amendment of the date set out in Item 8 but not to the date specified in the notice, the Minister shall give notice to the Grantee to that effect and specify an alternative date for completion of the Project.
- 5.5.3** If the Grantee agrees to the alternative date specified pursuant to clause 5.5.2, the Grantee shall give notice to the Minister to that effect and Item 8 shall be deemed to have been amended accordingly.
- 5.5.4** If the Minister is not prepared to consent to an amendment of the date set out in Item 8, the Minister shall give notice to the Grantee to that effect and Item 8 shall remain unamended.
- 5.6** Subject to clause 5.5, if the Grantee becomes aware that it will not be able to complete the Project by the date set out in Item 8, or that it does not wish to continue with the Project for any reason, including that it does not wish to accept the alternative date specified pursuant to clause 5.5.2, the Grantee shall immediately, by notice to the Minister, terminate this Agreement with immediate effect.
- 5.7** In the event that this agreement is terminated pursuant to this clause the Minister is under no obligation under this Agreement to provide the Grant or any balance of the Grant. The Minister may require that the Grantee repay to the Minister any money or portion thereof forming the Grant paid pursuant to this Agreement and to pay to

the Minister the sum of any costs incurred by the Minister as a result of the termination, including the cost of completing the Project where this is, in the opinion of the Minister, necessary.

**6. INSPECTION AND AUDIT OBLIGATIONS**

- 6.1** The Grantee agrees to allow and assist the Minister or any agent, employee or representative of the Minister to determine whether the Grantee is complying with the terms of this agreement.
- 6.2** The Grantee agrees, upon the request of the Minister, to appoint a person who is accredited as a chartered accountant or a certified practicing accountant to conduct an audit at the Grantee's cost in respect of expenditure in connection with the Project and to provide a report of the results of that audit to the Minister.

**7. GRANTEE'S COVENANTS**

The Grantee agrees that:

- (a) it will ensure that the Project is completed in a competent, efficient and safe manner and that the quality of the work is of a high standard; and
- (b) it will immediately notify the Minister of a pending or threatened occurrence or any event which may cause or constitute a breach of representation, warranty or covenant made by the Grantee in this agreement.

**8. GRANTEE'S REPRESENTATIONS AND WARRANTIES**

The Grantee represents and warrants that:

- (a) it is duly authorised and has power to enter into and observe its obligations under this agreement;
- (b) its obligations under this agreement are valid and binding and are enforceable against it in accordance with its terms;
- (c) all officers, employees, agents and sub-contractors of the Grantee are conscientious and efficient and are capable of completing the Project in a competent and expeditious manner;
- (d) there is no litigation, arbitration or administrative proceedings currently taking place, pending or threatened against the Grantee which could have a materially adverse effect on its ability to perform under this agreement;
- (e) it is unaware of any act, matter, thing or circumstance by reason of which it would be unable to perform any obligation arising out of this agreement;
- (f) it has after diligent inquiry and investigation fully disclosed to the Minister all information which could reasonably be regarded as affecting in any way the Minister's decision to enter into this agreement; and
- (g) this agreement and performance under it in the reasonable contemplation of the parties does not violate any law regulation or government order or decree or any consent registration approval licence or permit or any agreement order or award binding on the Grantee.

**9. EVENTS OF DEFAULT**

**9.1** An Event of Default occurs if:

- (a) the Project is not or, in the reasonable opinion of the Minister, it appears that the Project will not be, completed by the date set out in Item 8 of the Schedule; or
- (b) the Grantee does not use the Grant in accordance with clause 3.1; or
- (c) the Grantee breaches any provision of this agreement and, if that breach can be remedied, does not remedy that breach within 10 Business Days of receiving a notice of default from the Minister or within such longer period set out in the notice of default, or that default is not waived by the Minister; or
- (d) any representation or warranty made by the Grantee is found to be incorrect or misleading; or
- (e) a receiver is appointed to the income or other assets of the Grantee.

**9.2** Upon the occurrence of an Event of Default, the Minister may by notice to the Grantee terminate this agreement with immediate effect.

**9.3** Upon termination of this agreement (whether pursuant to clause 9.2 or otherwise) the Minister may require that the Grantee repay to the Minister any money or portion thereof which was provided by the Minister to the Grantee under the RBFS or in connection with the Project, whether pursuant to the provisions of this agreement or otherwise.

**9.4** In addition to the repayment referred to in clause 9.3, the Minister may require the Grantee to pay to the Minister the sum of any costs incurred by the Minister as a result of the Grantee's default, including the cost of completing the Project where this is, in the opinion of the Minister, necessary.

**10. INDEMNITY**

**10.1** The Grantee releases and indemnifies the Minister from and against all:

- (a) actions, proceedings, suits, claims and demands whatsoever which may be brought, made or prosecuted by any person against the Minister or the Minister's employees, agents or instrumentalities in respect of an Event arising out of or in connection with any or all of the Project, the Grant or this agreement; and
- (b) damages, costs and expenses for which the Minister or the Minister's employees, agents or instrumentalities may be liable or incur in defending or settling any action, proceeding, suit, claim or demand described in paragraph (a).

**10.2** The indemnity in clause 10.1:

- (a) is a continuing obligation, separate and independent from the other obligations of the Grantee; and
- (b) survives termination of this agreement.

**11. ACKNOWLEDGEMENT OF GRANT**

The Grantee agrees that it will acknowledge the provision of the Grant by ensuring that it does the things set out in Item 9 of the Schedule.

**12. RELATIONSHIP**

The Minister and the Grantee acknowledge and agree that nothing in this agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

**13. NOTICES**

**13.1** A notice or other communication in connection with this agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Minister or the Grantee (as the case may be); and
- (c) must be sent by email or prepaid ordinary post to the address of the addressee, set out in Item 10 of the Schedule.

**13.2** A notice or other communication takes effect from the time it is received, unless a later time is specified in the notice or communication. For the purposes of this clause 13.2, a letter is taken to be received on the third Business Day after posting.

**14. WAIVER**

A provision of or a right created under this agreement may not be waived or varied except in writing signed by the party or parties to be bound.

**15. GOVERNING LAW AND JURISDICTION**

This agreement is governed by the law in force in Western Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

**16. COSTS**

The Minister and Grantee agree that they will each meet their own costs, charges and expenses, in connection with the negotiation, preparation, execution and completion of this agreement but the Grantee agrees to pay any stamp duty imposed on this agreement.

**17. GST**

**17.1** For the purposes of this clause 17:

- (a) "GST Law" has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999*; and

- (b) the terms "GST", "supply" and "taxable supply" have the same meanings as in the GST Law.

**17.2** The amount of the Grant is exclusive of GST.

**17.3** If the Grantee becomes liable to pay GST on a supply which is the result of entering into obligations in respect of the Grant, the Minister must pay, in addition to the Grant, an amount equal to the amount of GST payable by the Grantee in respect of that part of the Grant applicable to that supply.

**17.4** If the supply of anything made under this Agreement, other than the supply referred to in clause 17.3, is a taxable supply, the price of the supply shall be inclusive of GST.

**18. DISPUTE RESOLUTION**

If a dispute, controversy or claim arises out of or in connection with this agreement or breach, termination or invalidity thereof and if such dispute, controversy or claim cannot be settled and resolved through negotiation between the parties, then the parties agree to submit their dispute to mediation in accordance with, and subject to, The Institute of Arbitrators and Mediators Australia Mediation Rules.

**19. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any and all previous negotiations, undertakings, understanding, representations, warranties, agreements or indemnities, whether written or oral.

**20. ANNOUNCEMENTS**

**20.1** The Minister may publish and/or use for marketing purposes details of the Grant, the Project and the Grantee.

**20.2** The Grantee must obtain prior written approval from the Minister for all press releases, advertising, signage and other public announcements relating to the Project.

**21. ASSIGNMENT**

This Agreement shall not be assigned, transferred or dealt with in any way by the Grantee without the written consent of the Minister.

**22. SEVERANCE**

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at the discretion of the Minister, it may be severed from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect, unless the Minister in the Minister's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Minister shall be entitled to terminate the Agreement by giving one month's notice to the Grantee.

## SCHEDULE

### Item 1 – Grant *(clause 1.1)*

\$43,227 (Forty three thousand and two hundred and twenty seven dollars)

### Item 2 – Estimated Project Cost *(clause 1.1)*

\$57,636 (Fifty seven thousand six hundred and thirty six dollars)

### Item 3 – Project *(clause 1.1)*

Ledge Point Boat Harbour Coastal Processes Assessment (Stage 2)

### Item 4 – Project Specific Requirements *(clause 1.1 "Project")*

Complete the Coastal Processes Assessment for the proposed Ledge Point Boat Harbour in accordance with the MP Rogers & Associates (Stage 2) *Scope & Methodology* report.

Specific conditions for this grant are:

1. Resulting planning documents are provided to DoT in electronic format.

### Item 5 – Manner in which the Grant is to be provided *(clause 2)*

The Minister will provide the Grant (as reduced by any deductions made in accordance with clauses 3.3, 3.4.1(b) and 3.4.2) to the Grantee:

- (i) subject to paragraph (ii), after the Minister has received the items which the Grantee is obliged to provide to the Minister under clause 4.3; and
- (ii) only if no Event of Default has occurred or, if an Event of Default has occurred, the Minister has waived that Event of Default.

### Item 6 – Use of Grant and Grantee's Contribution *(clauses 3.1 and 3.2)*

This Grant is to be used for the Project as described in Items 3 and 4 of this Schedule and carried out in accordance with the Approved Project Program. This Project is not a Component Project.

The Grantee's Contribution, subject to clause 3.2.5, is \$14,409 (Fourteen thousand and four hundred and nine dollars).

### Item 7 – Additional items and information

#### Item 7.1 – Prior to commencement of Project *(clause 4.1.1(c))*

Evidence, acceptable to the Minister, in respect of the works, the subject of Project that the land on which such works would or may be developed is:

- (a) controlled by the Grantee
- (b) available for the development of the works
- (c) is, or is adjacent to, a licensed maritime structure

**Item 7.2 – On completion of Project** (clause 4.3(d))

Evidence, acceptable to the Minister, in respect of the works, the Subject of the Project that the land on which such works would or may be developed is:

- (c) is, or is adjacent to, a licensed maritime structure

**Item 8 – Timing of Project** (clauses 5.1 and 5.5)

**Completion Date:** 31 July 2020

**Other significant Dates:** Nil

**Item 9 – Acknowledge of Grant** (clause 11)

The Grantee must:

- (i) acknowledge in all press releases, advertising, signage and other public announcements throughout the life of the Project that a grant has been provided for the Project through the Recreational Boating Facilities Scheme; and
- (ii) ensure that the Resulting Documents contain the acknowledgement referred to in paragraph (i).

**Item 10 – Address for Notices** (clause 13)

**The Minister for Transport:**

C/o Department of Transport  
Recreational Boating Facilities Scheme  
GPO C102  
PERTH WA 6839  
Email: [RBFS@transport.wa.gov.au](mailto:RBFS@transport.wa.gov.au)

**The Grantee:**

Shire of Gingin  
PO Box 510  
GINGIN WA 6503  
Email: [ceosec@gingin.wa.gov.au](mailto:ceosec@gingin.wa.gov.au)

**Item 11 – Completion Certificate** *(clause 1.1)*

**RECREATIONAL BOATING FACILITIES SCHEME**

**COMPLETION CERTIFICATE**

**FOR**

**LEDGE POINT BOAT HARBOUR COASTAL PROCESSES ASSESSMENT (STAGE 2)**

We certify that Completion of the Project was achieved on ..... In accordance with the funding agreement between the Minister for Transport and Shire of Gingin, and that the Shire of Gingin incurred expenditure of \$..... (GST exclusive) in carrying out the Project.

Signed on behalf of the Shire of Gingin

**CHIEF EXECUTIVE OFFICER**

**DIRECTOR OF FINANCE**

**MANAGER OF PROJECT**

**EXECUTED as an AGREEMENT**

Signed this 31 day of MAY 2018 for and on behalf  
of the Minister for Transport, as a Body Corporate by the authorised delegate:

  
.....  
**Manager Infrastructure Planning**

Larry Adams  
**Delegate's Name**

in the presence of:

  
.....  
**Witness's Signature**

Maureen Black  
**Witness Name**

THE COMMON SEAL OF THE  
Shire of Gingin  
was hereunto affixed by the authority  
of a resolution of the Council



on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 in the presence of

.....  
**Mayor/President's Signature**

.....  
**Name**

.....  
**Chief Executive Officer's Signature**

.....  
**Name**

### **11.2.3 2018-19 BUSHFIRE RISK MANAGEMENT PLANNING PROGRAM GRANT AGREEMENT**

**LOCATION:** SHIRE OF GINGIN  
**FILE:** GRA/12  
**REPORTING OFFICER:** KAYE LOWES - EXECUTIVE MANAGER CORPORATE & COMMUNITY  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** NIL

#### **OFFICER INTEREST DECLARATION**

Nil

#### **PURPOSE**

To consider entering into an agreement with the Department of Fire and Emergency Services (DFES) to deliver a Bushfire Risk Management Planning (BRMP) Program for the Shire of Gingin.

#### **BACKGROUND**

Correspondence received from DFES on 1 June 2018 invites Council to enter into a formal grant agreement for the delivery of the BRMP program, including purchasing items and employment of a Bushfire Risk Planning Coordinator to undertake BRMP program activities. The BRMP program is the identification and classification of bushfire risk within individual local government(s). The program involves the development of a treatment plan in respect of the identified risk(s), through the utilisation of shared resources and co-operation between local governments, State Agencies and private landowners and occupiers.

Bushfire Risk Management (BRM) Plans document the risk to communities from bushfire and outline the required treatments to reduce these risks. The Bushfire Risk Management System (BRMS) is a risk tool which aids the prioritisation of treatment works to help lower the bushfire risk faced by the community and designate accountability for treatment. The BRMP program is the initiative and related activities that result in the development and implementation of BRM Plans through the BRMS.

The total value of the grant is \$190,911.60 (including GST).

It is noted that the Shire of Chittering participated in the BRMS program in 2017/18, with their Coordinator undertaking some preparatory work for the development of a BRM for the Shire of Gingin.

## COMMENT

The proposed agreement is for a twelve month period and will expire on 30 June 2019. The Shire will be responsible for employment of the officer and provision of office space, with all direct costs (including salary, vehicle and operating costs, information communication technology, furniture and fittings, travel allowance and other plant and equipment) being fully funded by the grant. Costs will be met “up front” by the Shire of Gingin and then recouped through the grant process.

A copy of the Grant Agreement is provided as **Appendix 1**. Annex A (Pg 19 of the Agreement) contains salary details and has been circulated separately to Councillors as a confidential document.

In the event that Council agrees to participate in the BRMP program, it will be necessary to have an appropriate officer in place as close to the start of the new financial year as possible. For that reason, a formal commitment is required from Council now so that the recruitment process can be commenced.

## STATUTORY ENVIRONMENT

Nil

## POLICY IMPLICATIONS

Nil

## BUDGET IMPLICATIONS

In the event that Council is supportive of the Officer's recommendation, then appropriate provision will be made in the 2018/19 budget.

There will be no financial impact on the Shire of Gingin, as the program is fully funded by DFES.

## STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

<b>Focus Area</b>	<i>Community Wellbeing</i>
<b>Objective</b>	<i>1. To support the Shire of Gingin community to be inclusive, vibrant, healthy and safe through the Shire's service delivery</i>
<b>Outcome</b>	<i>1.3 Healthy and Safe Our community has access to quality health and community safety programs, services and initiatives that promote resilience.</i>
<b>Strategy</b>	<i>N/A</i>

## **VOTING REQUIREMENTS – SIMPLE MAJORITY**

### **RECOMMENDATION**

It is recommended that Council agree to include provision for the employment of a Bushfire Risk Planning Coordinator in the 2018/19 Budget.

### **RESOLUTION**

**Moved Councillor Peczka, seconded Councillor Johnson that Council agree to include provision for the employment of a Bushfire Risk Planning Coordinator in the 2018/19 Budget.**

**CARRIED UNANIMOUSLY**

**APPENDIX 1**



Government of Western Australia  
Department of Fire & Emergency Services



Our Ref: 18003-12  
Your Ref:

Ms Kaye Lowes  
Acting Chief Executive Officer  
Shire of Gingin  
PO Box 510  
GINGIN WA 6503

Dear Ms Lowes

**2018-19 BUSHFIRE RISK MANAGEMENT PLANNING PROGRAM GRANT  
AGREEMENT**

The Department of Fire and Emergency Services (DFES) recently advised that the Bushfire Risk Management Planning program was successful in securing State Government funding for 2018-19.

Please find enclosed a copy of the 2018-19 Grant Agreement for your approval.

As the host local government can you arrange for the Agreement to be signed and returned to the following address:

A/Superintendent Craig Garrett  
Department of Fire and Emergency Services  
Bushfire Risk Management Branch  
Emergency Services Complex  
PO Box P1174  
Perth WA 6844

A copy of the signed Agreement will be sent to your local government.

If you have any questions in relation to this advice please contact me on (08) 9395 9322.

Yours sincerely

**CRAIG GARRETT  
A/SUPERINTENDENT  
BUSHFIRE RISK MANAGEMENT BRANCH**

29 May 2018



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**BUSHFIRE RISK MANAGEMENT PLANNING PROGRAM  
GRANT AGREEMENT**

---

**May 2018**

**THIS GRANT AGREEMENT is made on 21 May 2018**

**BETWEEN:**

**The State of Western Australia acting through its Department of Fire and Emergency Services  
("Grantor")**

**And**

**The Local Government of Gingin  
("1<sup>st</sup> Organisation")** **A.B.N. (if applicable)**

**And**

**The Local Government of  
("2<sup>nd</sup> Organisation")** **A.B.N. (if applicable)**

**And**

**The Local Government of  
("3<sup>rd</sup> Organisation")** **A.B.N. (if applicable)**

**And**

**The Local Government of  
("4<sup>th</sup> Organisation")** **A.B.N. (if applicable)**

**And**

**The Local Government of  
("5<sup>th</sup> Organisation")** **A.B.N. (if applicable)**

**RECITALS**

The 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Organisation have applied to the Grantor for financial assistance to undertake the Approved Purpose and the Grantor has agreed to provide a grant subject to the terms and conditions of this Agreement.

**THE PARTIES AGREE as follows:**

**1. DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires:

**Agreement** means this Grant Agreement, including its recitals and any schedules or annexures (if any).

**Acquittal** occurs when the Grantor has advised the Organisation that the reports and financial information provided by the Organisation in accordance with clause 3.6 are satisfactory.

**Approved Purpose** means the purpose or purposes set out in item 1 of Schedule 1.

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**Auditor** means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practicing Accountants or the National Institute of Accountants and who is independent from the Organisation. Auditor must be registered as a company auditor or equivalent under a law in force in Western Australia.

**Auditor General** means the Auditor General for the State of Western Australia.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia.

**Grant Funds** means the amount or amounts specified in item 7 of Schedule 1.

**Grantee** refers to the 1<sup>st</sup> Organisation in this Agreement.

**Organisation** means either the 1st, 2nd, 3rd, 4th or 5th Organisation or all as the context requires.

**Party** means each of the Grantor or the 1st, 2nd, 3rd, 4th or 5th Organisation as the context requires and **Parties** means all of them.

**Program** means the initiative or activities to be undertaken with the Grant Fund specified in item 2 of Schedule 1.

## **2. PAYMENT OF GRANT FUNDS**

Subject to the terms and conditions of this Agreement, the Grantor will pay to the 1st Organisation the Grant Funds in accordance with the payment schedule specified in item 8 of Schedule 1.

## **3 OBLIGATIONS OF ORGANISATION**

### **3.1 Use of Grant Payment**

The Organisation will use the Grant Funds solely for the Approved Purpose.

### **3.2 No Changes**

The Organisation will not make any changes to the Approved Purpose without the prior written consent of the Grantor.

### **3.3 No Endorsement**

The Organisation agrees that nothing in this Agreement constitutes an endorsement by the Grantor of any goods or services provided by the Organisation.

### **3.4 Acknowledgement of Grantor**

The Organisation will acknowledge the Grantor in the manner set out in item 6 of Schedule 1.

**3.5 Request for Information**

- (a) The Organisation is to provide the Grantor with any documents or information relating to this Agreement or the program within ten (10) business days of receiving such a request from the Grantor.

**3.6 Accounts and Reporting**

- (a) The Organisation is to provide the progress reports, evaluation reports and financial statements specified in Schedule 2.
- (b) The Organisation is to keep proper financial records in accordance with generally accepted accounting principles and practices.

**3.7 Special Conditions of Grant**

The Organisation agrees to comply with the special conditions (if any) specified in item 4 of Schedule 1.

**3.8 General Undertaking of Organisation**

The Organisation must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Grantor of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Grantor in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Grantor or its agents, with access at any reasonable time and from time to time to the Organisation's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by the Grantor in order to verify compliance by the Organisation with this Agreement.

**4. REPAYMENT AND RETENTION OF GRANT FUNDS**

The Organisation must repay to the Grantor any funds that the Grantor has paid which are not used in accordance with this Agreement unless there has been written agreement otherwise between the parties.

**5. LIMITATION OF LIABILITY**

The Grantor does not accept any responsibility or liability for the success or otherwise of the Approved Purpose and is not liable for any losses which may be suffered by the Organisation in undertaking the Approved Purpose.

**6. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006**

- (a) The Organisation acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Agreement, including its terms and the details of the Organisation.
- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.
- (c) The Organisation must allow the Auditor General, or an authorised representative, to have access to and examine the Organisation's records and information concerning this Agreement.

**7. NOTICES**

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
  - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 5 of Schedule 1; or
  - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 5 of Schedule 1;
- (d) subject to paragraph (c), is taken to be received:
  - (i) in the case of hand delivery, on the date of delivery;
  - (ii) in the case of post, on the third Business Day after posting; and
  - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

**8. DEFAULT AND TERMINATION**

**8.1 Event of Default by the Organisation**

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by the Grantor;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*; or
- (c) if the Grantor has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

## **8.2 Effect of Event of Default**

If an Event of Default occurs, the Grantor may either:

- (a) terminate the Agreement by providing a further ten (10) business days notice in writing to the Organisation of the Event of Default; or
- (b) suspend payment of the Grant Funds until the Event of Default is remedied; or
- (c) recall all unspent Grant Funds in accordance with Annex A.

## **8.3 Recommencement of Grant Payment**

The Grantor may, in its absolute discretion, recommence payment of the Grant Funds if and when the Organisation has rectified the Event of Default.

## **8.4 Acquittal**

Unless earlier terminated, this Agreement will terminate at the time of Acquittal.

## **9. GOODS AND SERVICES TAX (GST)**

- (a) For the purposes of clause 9:
  - (i) “GST” means the goods and services tax applicable to any taxable supplies as determined by the GST Act; and
  - (ii) “GST Act” means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations;
  - (iii) the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant Funds shall be inclusive of GST.
- (c) The obligation of the Grantor to pay the GST on any supply by the Organisation under this Agreement is conditional upon the prior issue by the Organisation to the Grantor of a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- (d) If the parties agree that the Grantor will issue the Organisation with a Recipient Created Tax Invoice (RCTI), then the parties hereby agree that:
  - (i) the Grantor will issue a RCTI in respect of GST payable on the supply of the program and the Organisation will not issue tax invoice in respect of that supply;

- (ii) The Organisation warrants that it is registered for the purposes of GST and the Organisation will notify the Grantor in writing if it ceases to be registered for the purposes of GST during the term of this Agreement ("the Term");
- (iii) the Grantor warrants that it is registered for the purposes of GST and the Grantor will notify the Organisation in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the *GST Act* during the Term ; and
- (iv) the Grantor will indemnify and keep indemnified the Organisation for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the program for which the Grantor issues a RCTI under this Agreement.

**10. RELATIONSHIP**

The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.

**11. WAIVER**

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties.
- (b) A waiver by either party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver any rights.

**12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

**13. VARIATION**

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

**14. DISPUTE RESOLUTION**

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

**Executed by the Parties hereto:**

**For and on behalf of the Grantor:**

  
\_\_\_\_\_  
Signature of Authorised Person

**Darren Klemm AFSM**

\_\_\_\_\_  
Print full name of Authorised Person

Dated 28/5/18.

**Commissioner Fire and Emergency Services**

\_\_\_\_\_  
Position of Authorised Person

**For and on behalf of the 1st Organisation:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**For and on behalf of the 2nd Organisation:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**For and on behalf of the 3rd Organisation:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**For and on behalf of the 4th Organisation:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**For and on behalf of the 5th Organisation:**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Print full name of Authorised Person

Dated \_\_\_\_\_

\_\_\_\_\_  
Position of Authorised Person

**SCHEDULE 1**

**DEFINITION OF PROGRAM OR SERVICE TO BE FUNDED**

**1. Approved Purpose of Grant**

The Approved Purpose of the Grant is to enable the Organisation to purchase items and pay the salary of the Bushfire Risk Planning Coordinator (BRPC), as described in Annex A, to undertake Bushfire Risk Management Planning (BRMP) activities.

**2. Program Definition and/or Anticipated Activities**

The BRMP program is the identification and classification of bushfire risk within the respective Local Government(s). The program involves the development of a treatment plan in respect of the identified risk(s), through the utilisation of shared resources and the cooperation between Local Governments, State Agencies and private landowners and occupiers.

Bushfire Risk Management (BRM) Plans document the risk to communities from bushfire and outline the required treatments to reduce these risks. The Bushfire Risk Management System (BRMS) is a risk tool which aids the prioritisation of treatment works to help lower the bushfire risk faced by the community and designate accountability for treatment. The BRMP program is the initiative and related activities that result in the development and implementation of BRM Plans through the BRMS.

Responsibilities of the Organisation

- a) The Organisation will deliver on the milestones contained in the BRM Plan Milestone Report and will submit an updated report by the dates specified in the Milestone Report Submission Dates table (Annex B.)
- b) The Organisation agrees that the BRPC position will be employed under and administered by the Grantee, for the period covered by this Agreement.
- c) The Organisation must cooperate fully with Grantor in respect of the administration of this Agreement.
- d) The Organisation must properly provide for the care, safety, security and protection of all Records as defined herein, (whether created by Grantor, the Organisation or any other person) that are in their custody or control.
- e) Unless the Grantor agrees otherwise in writing, the Organisation must provide everything necessary to enable it to fully comply with all of its obligations under this Agreement.
- f) The Organisation must take out and maintain insurance in relation to all insurable liabilities of the Organisation under this Agreement, as specified in Schedule 1 of this Agreement.
- g) The Organisation agrees to use local or regional human resources, products and services for the BRMP program wherever possible.
- h) The Organisation must obtain oversight of the BRPC's daily activities to ensure they work within the terms of this Agreement.
- i) The Organisation must nominate a suitable employee to manage the BRPC's obligations, as identified in this Agreement, and must provide their contact details to the Grantor.

Responsibilities of the Grantor

- a) The Grantor will provide strategic assistance and advice to the Organisation concerning the development and implementation of their BRM Plan.
- b) The Grantor will provide templates, guidelines and the procedures necessary for the Organisation to develop and implement their BRM Plan.
- c) The Grantor will provide technical expert advice and support through the Bushfire Risk Management Officer assigned to the Organisation.
- d) The Grantor will provide training to the BRPC in the BRMP process and the use of BRMS.
- e) The Grantor will inform the Organisation of any updates or changes to the BRMP process or BRMS.
- f) The Grantor will provide BRMS Information Technology support.
- g) The Grantor will ensure that the licence for the use of BRMS remains in force, at its own cost, until 30 June 2019.

#### Appointment of the BRPC

The following conditions must be adhered to during the appointment of the BRPC:

- a) The selection process for the position of the BRPC will be managed by the Grantee in consultation with all parties to this Agreement.
- b) The Grantor will be entitled to nominate at least one representative to the selection panel.
- c) The BRPC will undertake the role as per the agreed Job Description Form (JDF) as set out at Annex C.
- d) The BRPC will be an employee of the Grantee and will be employed under the Local Government Industry Award until 30 June 2019.
- e) The Grantee will provide the equipment, as set out in Annex A, to the BRPC.
- f) The Grantee agrees to procure and maintain Workers Compensation insurance or comparable Personal Accident Insurance for the position of the BRPC.
- g) Although the Grantee will host the BRPC, the BRPC's time (Annex E) and equipment will be shared between the Organisations in this Agreement, where applicable, to ensure the success of the BRMP program for all participants.

#### Training

- a) The Grantor will provide the BRPC with the necessary BRMP and BRMS training, through self-paced and/or workplace delivery strategies.

### **3. Agreement Term**

This Agreement will apply from the date this Agreement is signed by all parties and will conclude on 30 June 2019.

### **4. Special Conditions of Grant**

#### Use of BRMS

- a) The Grantee will be obliged to ensure that the computer purchased for the BRPC has the minimum system requirements as set out at Annex D.
- b) A BRMS account will be established by the BRMS Administrator following successful completion of the identified training by the BRPC.
- c) All BRMS technical queries will be made to the Grantor through the BRMS Administrator.
- d) The performance of BRMS is dependent on the internet speeds of each Organisation.

BRMS and BRMP Material

- a) The BRMS logo and all BRMP materials including Guidelines, Handbook, training manuals and brochures will be provided by the Grantor to the Organisation royalty-free to be used only as set out in this Agreement.
- b) The Grantor's ownership of the intellectual property rights in the materials must be acknowledged whenever the materials are published, copied or circulated.
- c) The Organisation will provide the Grantor with public recognition on all literature and promotional material for the BRMP program, in the format approved by the Grantor.
- d) The Organisation may not amend the BRMP materials in any way, unless approved by the Grantor in writing.
- e) Should the Grantor amend the materials in any way then the Organisation are obliged to ensure that they publish and/or circulate the most recent versions.
- f) The BRMP materials may not be used by the Organisation for commercial gain.

Unavailability of BRPC

Where the appointed BRPC is unavailable at any time during the scheduled performance of the key roles or tasks, the Grantee will promptly advise the Grantor and propose a substitute. Any substitute must be approved by the Grantor. The Grantor may not unreasonably withhold its approval of a substitute but it may give its approval subject to such conditions, as it reasonably considers necessary to protect its interests under this Agreement.

Intellectual Property Rights

- a) The Intellectual Property Rights in BRMS is owned by Amristar Solutions Pty Ltd and PAN Software Pty Ltd. The Organisation acknowledges that the use of BRMS is subject to a licence agreement between the owners of the Intellectual Property Rights and the Grantor.
- b) Upon expiry of the licence agreement, the Organisation shall no longer make use of BRMS unless with written permission of both the owners of the Intellectual Property Rights and the Grantor.
- c) The obligations of the Organisation under this clause are continuing obligations and survive expiration or termination of this Agreement.
- d) The Organisation further acknowledge that the Intellectual Property Rights in the data supplied to them for the purposes of mapping are owned by the entities that provide these layers to the Organisation and the terms of any agreement that the data provider may require must be adhered to. In addition the Confidentiality provisions of this Agreement will apply to the data.
- e) Relevant information and images contained in the BRMP Guidelines and templates are published in accordance with the SAI Global licencing agreement. The agreement does not extend to additional documents outside of specified material.

Confidentiality

- a) The Grantor may publicly disclose: (i) the identity of the Grantee; (ii) the value of this Agreement; and (iii) a description of the BRMP program. The Organisation acknowledges that this Agreement, and information held or compiled by the Grantor or the State of Western Australia in relation to this Agreement, is subject to the Freedom of Information Act 1992.
- b) In addition to the general definition of Confidential Information the following information is specified as confidential: all information and documentation provided by external parties for use in the BRMS that relates to critical infrastructure and/or threatened environmental areas and/or culturally sensitive areas and/or is specified by the external party as confidential.
- c) The Organisation must keep all Confidential Information confidential. The Organisation must not use or disclose the Confidential Information to any person except:
  - (i) where necessary for the purpose of performing the BRMP program; or
  - (ii) as authorised in writing by the Grantor or the external party, as the case may be; or
  - (iii) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause by the Organisation); or
  - (iv) as required by any law, judicial or parliamentary body or governmental agency; or
  - (v) when required (and only to the extent required) to the Organisation professional advisers, and the Organisation must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Organisation under this clause.
- d) Except to the extent that the Organisation are required by law to retain any Records, the Organisation must return all Records containing Confidential Information immediately at the expiration or termination of this Agreement.

Data Security

Organisation must:

- a) prohibit and prevent any officer, employee, contractor or agent of the Organisation who does not have the appropriate level of security clearance from gaining access to BRMS or the Confidential Information and without limiting this requirement, use reasonable endeavours to prevent any unauthorised person from gaining access to BRMS or the Confidential Information; and
- b) notify the Grantor immediately, and comply with all directions of the Grantor, if an Organisation becomes aware of any contravention of data security requirements.

Access

- a) The Organisation must keep accurate, complete and current written Records in respect of this Agreement and must comply with the directions of the Grantor in relation to the keeping of Records, whether those directions relate to the period before or after the expiry of this Agreement.
- b) The Organisation must allow the Grantor to have reasonable access to all Records in the custody or control of the Organisation and to examine, audit, copy and use these Records. For this purposes, subject to the Grantor giving reasonable prior notice, the Organisation must allow the Grantor to have reasonable access to any premises used or occupied in connection with the BRMP program.
- c) The Organisation must do everything necessary to obtain any third party consents, which are required to enable the Grantor to have access to Records under this clause.
- d) This clause survives expiration or termination of this Agreement.
- e) The Organisation acknowledges that the Grantor will have access to all data within BRMS.
- f) An Organisation will not have access to any other Organisation's data unless shared assets and/or treatments warrant this requirement. Approval by the Organisation sharing the data must be provided to the respective Organisation and the Grantor so that the necessary BRMS access privileges can be granted.

Indemnity

Each Organisation indemnifies the Grantor, the State of Western Australia and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including, without limitation, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:

- a) any breach of contract by an Organisation under this Agreement;
- b) any wilful, tortious or unlawful act or omission of an Organisation or all officers, employees, agents or contractors of an Organisation;
- c) any breach of a State, Commonwealth or Territory law relevant to this Agreement by an Organisation; or
- d) any claim for damages arising out of the BRMP program and/or risk treatments undertaken or not undertaken by an Organisation.

Insurance

- a) The following insurance is required by the Organisation:

The Grantee: Workers Compensation insurance or comparable Personal Accident Insurance for the position of the BRPC for the duration of the employment contract.

The Organisation: Professional indemnity insurance and Public Liability insurance for the duration of this Agreement plus six months after termination.

- b) Each Organisation must provide the Grantor with sufficient evidence of the insurances required under this clause (including, if requested, a copy of any policy) and provide a certificate of currency of insurance, as requested by the Grantor at any time.
- c) If an Organisation becomes aware of any event or incident occurring, which gives rise or is likely to give rise to a claim under any insurance required under this clause, it must as soon as reasonably practicable notify the Grantor in writing of that event or incident.
- d) Failure to comply with this clause will not invalidate or otherwise affect any indemnities, liabilities and releases of this Agreement.
- e) The obligations of the Organisation under this clause are continuing obligations and survive expiration or termination of this Agreement for so long as the obligations of the Organisation under this clause continue.
- f) Nothing in this clause limits an Organisation's other liabilities under this Agreement.

#### Notices

Notices or other communication can be sent by email to the email address of the recipient as set out in item 5 of Schedule 1 or the responsible person as nominated in "Responsibilities of the Organisation" item 2 (i) Schedule 1. The email will only be considered to have been received if:

- a) the sender receives a receipt notification;
- b) any text in the body of the email or the subject line will not form part of the notice;
- c) an attachment to an email will only form part of a notice if it is in .pdf format or such other format as may be agreed between the parties from time to time.

#### Grant Funds

The Grantee will ensure that the bank account into which the Grant Funds are deposited is not overdrawn at any time during the term of this Agreement.

#### **5. Notice Addresses**

- (a) Grantor : Commissioner Fire and Emergency Services  
Registered Mail: Bushfire Risk Management Branch  
Cockburn Emergency Services Complex  
20 Stockton Bend, Cockburn Central WA 6164  
  
Facsimile:  
Email: [mark.bowen@dfes.wa.gov.au](mailto:mark.bowen@dfes.wa.gov.au)
- (b) Organisation: Shire of Gingin  
Registered Mail: PO Box 510  
Facsimile:  
Email: [mail@gingin.wa.gov.au](mailto:mail@gingin.wa.gov.au)

- (c) Organisation:  
Registered Mail:  
Facsimile:  
Email:
- (d) Organisation:  
Registered Mail:  
Facsimile:  
Email:
- (e) Organisation:  
Registered Mail:  
Facsimile:  
Email:
- (f) Organisation:  
Registered Mail:  
Facsimile:  
Email:

**6. Acknowledgement of Grantor**

Not applicable

**PAYMENT SCHEDULE**

**7. Total Amount of Grant Funds**

Grant Amount \$173,556  
GST \$17,355.60

**8. Method of Payment**

Payment of the Grant Funds (inclusive of GST) will be made in the amount detailed below and within ten (10) business days of receipt of a tax invoice from the Grantee.

PAYMENT DATE	AMOUNT TO BE PAID (\$)
Within ten (10) business days of receipt of a tax invoice from the Grantee	\$190,911.60*

\*Grant amount includes GST

**SCHEDULE 2****REPORTING REQUIREMENTS**

1. In addition to the reporting processes contained within the BRMP Guidelines, the Organisation is to complete and present the following reports to their respective DFES Bushfire Risk Management Officer (BRMO) by the due date stated. The BRPC must also upload the reports onto the DFES Bushfire Risk Management Branch (BRMB) Team Site. In instances where a BRMO is not appointed the BRPC must provide the identified reports to DFES' BRMB.
2. In instances where the BRPC has not been recruited the BRMO will undertake the relevant tasks.
3. Extension to the due dates must be provided by the Grantor as per Notice requirements and according to length of delay experienced. Extension approvals will be provided as follows:

Length of delay (working days)	Approving Officer
1 -10	BRMO
11+	Superintendent Bushfire Risk Management Branch

The reports below are contained within the BRMP Guidelines (see templates) and Annex B.

Report	Description	Due Date
1	Monthly BRM Plan Milestone Report	As per Annex B
2	Draft BRM Plan as per BRMP Guidelines (excluding Asset Risk Register and Treatment Schedule)	Prior to 28 June 2019

**Acquittance Report**

The Grant Funds must be acquitted by 31 July 2019. The Grantor will provide the Grantee with an Acquittance Report template. The Grantee must provide the Grantor with a completed and signed Acquittance Report, which is to include:

- a) A final statement of income and expenditure consisting of:
  - i. an expenditure statement (exclusive of GST) signed by the Chief Executive Officer or Accountable Officer, detailing budgeted expenditure in accordance with the Approved Budget and actual expenditure on the BRMP program described in the request;
  - ii. details of all cash and in-kind contributions received for the BRMP program including those provided by the participating Organisation, if any, and any interest received in accordance with the Agreement; and
  - iii. Invoices, receipts and other relevant documentary evidence of expenditure, if no independent audit is made.
- b) Copies of any reports, studies, photographs, videos etc. produced as part of the BRMP program.

4. Evaluation Arrangements

The Organisation's respective BRMO will validate the reports in Schedule 2, section 3. The Organisation will upload the Milestone Report, as per Annex B, to DFES' BRMB team site at each milestone due date.

Following feedback on the draft BRM Plan by DFES' BRMB, the Organisation will submit their draft BRM Plan to the Office of Bushfire Risk Management (OBRM). The draft BRM Plan will be reviewed for consistency against the BRMP Guidelines and any feedback will be provided to the Organisation in writing. Following completion of the review process OBRM will notify the Organisation of consistency with the Guidelines. The Organisation will be required to obtain internal approval of the BRM Plan in accordance with its own protocol.

5. Where the Grant Funds are valued at under \$35,000, financial statements are to be certified by the Chairman, CEO or equivalent of the Organisation.
6. Where the Grant Funds are valued at \$35,000 or more, financial statements are to be certified by the Chairman, CEO of the Organisation, or equivalent AND certified by a professional auditor who is:
  - (a) not an officer or employee of the Organisation;
  - (b) registered as a company auditor or equivalent under a law in force in Western Australia; or
  - (c) a member or fellow of the Institute of Chartered Accountants, the Australian Society of Certified Practising Accountants or the National Institute of Accountants.

**ANNEX A TO APPENDIX 1  
CIRCULATED TO COUNCILLORS  
AS A CONFIDENTIAL DOCUMENT**

**ANNEX B**

**Milestone Reporting**

The BRM Plan Milestone Report template (see below) must be completed and submitted to DFES' Bushfire Risk Management Branch by the dates specified in the table below. The reports must also be uploaded onto the DFES Bushfire Risk Management Branch team site.

**Milestone Report Submission Dates**

<b>Milestone Report</b>	<b>Due Date</b>
1	31 July 2018
2	31 August 2018
3	28 September 2018
4	31 October 2018
5	30 November 2018
6	31 December 2018
7	31 January 2019
8	28 February 2019
9	29 March 2019
10	30 April 2019
11	31 May 2019
12	28 June 2019

## 2018-19 BRM Plan Milestone Report

Local Government:

Bushfire Risk Management Officer:

Bushfire Risk Planning Coordinator:

Reporting Period:

Milestone	Forecast Completion Date	Actual Completion Date	% Complete	Comments
Complete draft BRM Plan using BRMP Guidelines templates (excluding BRMP Asset Risk Register)				
Draft BRM Plan submitted to DFES BRM Branch for review				
Identify all Assets in BRMS (Human Settlement, Economic, Environmental & Cultural)				
Complete all Risk Assessments in BRMS against identified Assets				
Draft BRM Plan submitted to OBRM for review (BRMP 'locked' in BRMS)				
BRM Plan endorsed by OBRM				
Final BRM Plan submitted to local government Council for approval				
BRM Plan approved by local government Council				
Enter Treatment(s) (Recommended, Agreed & Scheduled) in BRMS against all identified Assets				
OBRM notified Treatment Schedule (Recommended, Agreed & Scheduled Treatments) is finalised in BRMS				

## **ANNEX C**

### **Job Description Form for BRPC**

The Government of Western Australia (WA) is implementing the Bushfire Risk Management Planning (BRMP) program across WA. The program is responsible for the development and implementation of 'tenure-blind' whole of Shire Bushfire Risk Management (BRM) Plans. The Local Government of ..... and the Local Government of ..... have agreed to participate in this program and seek a Bushfire Risk Planning Coordinator to develop the BRM plan and assist with its implementation.

The Local Government of ..... under the BRMP LG Grant Agreement, will host the Bushfire Risk Planning Coordinator position, however the successful applicant will be required to work across the Shires of.....

An opportunity exists for an enthusiastic and experienced person to become an integral part of *x number* organisations and communities experiencing substantial growth. Applicants will have emergency management knowledge and an understanding of the roles and responsibilities of bushfire-related organisations.

This is a full time position on a fixed contract basis ending on 30 June 2019 with a possibility of extension or permanency. Regional travel will be required. A vehicle and mobile phone will be made available for use for the duration of the contract.

Interested candidates are requested to submit a completed application form, written application addressing the selection criteria in no more than 4 pages and current resume detailing experience relative to the position.

### **Selection Criteria**

#### **ESSENTIAL**

1. Demonstrated experience and knowledge of emergency management and bushfire risk management, including understanding of the role of landholders and agencies in the management of bushfire risk.
2. Demonstrated conceptual, analytical and problem solving skills including understanding and experience in application of risk management principles.
3. Well-developed communication and interpersonal skills, with demonstrated ability to liaise, consult and negotiate effectively with a wide range of stakeholders, including senior government officers, industry and private landowners.
4. Proven ability to plan, prioritise and organise workloads to meet agreed timeframes. Experience in project management would be an advantage.
5. Possession of a current C Class Western Australian driver's licence as a minimum which must remain valid for the duration of employment.

**Position Description**

<b>1</b>	<b>TITLE</b>	Bushfire Risk Planning Coordinator
<b>2</b>	<b>LEVEL</b>	NA
<b>3</b>	<b>DEPARTMENT/UNIT</b>	Local Government
<b>4</b>	<b>POSITION OBJECTIVES</b>	
	<b>Objectives of Position</b> To develop Bushfire Risk Management Plans for the Local Government of ..... and the Local Government of ..... using the Bushfire Risk Management System (BRMS).	
<b>5</b>	<b>ORGANISATIONAL RELATIONSHIPS</b>	
	<u>Responsible to</u> <input type="checkbox"/> Relevant local government manager <input type="checkbox"/> Work in consultation and collaboration with their respective Bushfire Risk Management Officer (BRMO)	
<b>6</b>	<b>KEY DUTIES/RESPONSIBILITIES</b>	
	<input type="checkbox"/> Facilitates the management of bushfire risk to the community, assets and infrastructure by developing a Bushfire Risk Management (BRM) Plan for the Local Governments of ..... and ..... through the use of BRMS and in collaboration with the regional DFES BRMO. <input type="checkbox"/> Provides advice to local government, State Agencies, industry and major landholders in the BRMP process and the use of BRMS. <input type="checkbox"/> Develops and maintains professional relationships with stakeholders to ensure the delivery of services as specified in the BRMP Grant Agreement between the Department of Fire and Emergency Services, the Local Government of ..... and the Local Government of ..... <input type="checkbox"/> Consults with stakeholders to facilitate the planning, development and review of BRM Plans within the Local Governments of ..... and ..... <input type="checkbox"/> Remain up-to-date with all BRMS training requirements set by DFES. <input type="checkbox"/> Identify community assets in BRMS and conduct risk assessments on these assets, through site inspections where appropriate. <input type="checkbox"/> Assist the BRMO in identifying appropriate treatments and ensure these are captured in BRMS. <input type="checkbox"/> Monitor treatment progress, undertake post-treatment risk assessments and perform duties to support BRM across the region. <input type="checkbox"/> Completes the BRMP program milestone reports as and when due. <input type="checkbox"/> Assists with managing the budget requirements relevant to the BRMP program. <input type="checkbox"/> Assist with operational policy development and the development of BRMS through constructive feedback to DFES.	

#### **ANNEX D**

##### **Minimum System Requirements**

Web Browser	Google Chrome (Windows and Linux)	Latest stable version supported
	Microsoft Edge	Latest stable version supported
	Microsoft Internet Explorer (Windows)	Version 11 (Internet Explorer's Compatibility View is not supported)
	Mozilla Firefox (Windows and Linux)	Latest stable version supported

Note: The recommendation is to have two screens; one for the BRMS Risk Management component and the other screen to display maps.

#### **ANNEX E**

##### **Bushfire Risk Management Resource Allocation**

<b>Local Government</b>	<b>BRPC</b>
Shire of Gingin	10 days per fortnight

### **11.3. PLANNING AND DEVELOPMENT**

#### **11.3.1 APPLICATION FOR PLANNING APPROVAL - PROPOSED USE NOT LISTED (OUTBUILDING) ON LOT 101 (432) NICKLAUS AVENUE, WOODRIDGE**

<b>FILE:</b>	<b>BLD/6942</b>
<b>APPLICANT:</b>	<b>ANTHONY BRADLEY AND LINDA BRADLEY</b>
<b>LOCATION:</b>	<b>LOT 101 (432) NICKLAUS AVENUE, WOODRIDGE</b>
<b>OWNERS:</b>	<b>ANTHONY BRADLEY AND LINDA BRADLEY</b>
<b>ZONING:</b>	<b>RURAL LIVING</b>
<b>AUTHOR:</b>	<b>JAMES BAYLISS – ACTING MANAGER STATUTORY PLANNING</b>
<b>REPORTING OFFICER:</b>	<b>KYLIE BACON – ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT</b>
<b>REPORT DATE:</b>	<b>19 JUNE 2018</b>
<b>REFERENCE:</b>	<b>NIL</b>

#### **OFFICER INTEREST DECLARATION**

Nil

#### **PURPOSE**

To consider an Application for Development Approval for a proposed use not listed (Outbuilding) on Lot 101 (432) Nicklaus Avenue, Woodridge.

#### **BACKGROUND**

On 27 April 2018 the Western Australian Planning Commission (WAPC) issued an approval to subdivide the subject property into two survey-strata lots. Condition 4 of the subdivision approval requires the existing outbuilding located on survey-strata Lot 1 to be removed given the newly created lot does not contain an approved residential building. The application subject to this report seeks to formalise the existing structure as a 'use not listed (outbuilding)', therefore satisfying condition 4 and avoiding the need to demolish the structure.

On 13 September 2013 the Shire issued a Building Permit for the outbuilding subject to this proposal, on the basis that it was associated with the dwelling which is now located on survey-strata lot 2. It should be noted that in order for the existing structure to be considered as a traditional outbuilding, it must be in association with a dwelling. As a result of the subdivision process, the dwelling and outbuilding are now located on separate lots. The outbuilding is therefore no longer associated with an approved dwelling, and does not comply with the requirements of Local Planning Scheme No. 9.

The existing use not listed (outbuilding) is 13.5 metres in length and 12.2 metres in width, equating to an area of 164.7m<sup>2</sup>. The existing wall height is 2.75 metres tapering to a ridge height of 4.2 metres. The structure is set back 26.4 metres from the side (western) boundary and 27.7 metres from the side (eastern) boundary. The landowners installed a 'patio' addition on the side of the outbuilding approximately 15 metres in length by 2.5 metres in width without the required building permit, however will formalise the structure in the event of a favourable outcome for this application.

At the June 2015 Concept Forum, Administration presented a discussion paper to Council seeking direction for processing proposals of this nature. It was indicated that such proposals can be processed as a 'Use Not Listed (Outbuilding)' and the application determined on its merits.

A location plan, aerial image and copy of the applicant's proposal are provided as **Appendix 1**.

## **COMMENT**

### Community Consultation

The proposal was not advertised to surrounding landowners as the outbuilding (use not listed) is existing and adjoining properties will be unaffected by the outcome of this application.

## **PLANNING FRAMEWORK**

### Local Planning Scheme No. 9 (LPS 9)

The subject lot is zoned Rural Living under LPS 9, the objectives of which are to:

- a) *Protect the rural environment and landscape;*
- b) *Accommodate single dwellings at very low densities on individual allotments beyond the urban areas;*
- c) *Restrict and limit the removal of natural vegetation and encourage revegetation where appropriate;*
- d) *Prevent threats to the amenity of the zone and impacts on wildlife and native vegetation caused by the grazing of livestock;*
- e) *Avoid increased fire risk to life and property through inappropriately located and designed land use, subdivision and development; and*
- f) *Provide a suitable level of physical and community infrastructure.*

Clause 3.4.2 of LPS 9 outlines the process in dealing with uses not listed in the Zoning Table:

3.4.2 *If a person proposes to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus of activity of any other use category the local government may –*

- a) *determine that the use is consistent with the objectives of the particular zone and is therefore permitted;*

- b) *determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of the clause 9.4 in considering an application for planning approval; or*
- c) *determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.*

The proposal satisfies Table 2 – Site Requirements of LPS 9 in that the structure is setback greater than 20 metres from all lot boundaries. The proposal is consistent with the objectives of the Rural Living zone, subject to a dwelling being built.

#### Applicant's Justification

*"This information is attached to support the application for outbuilding retention at Lot 101 (432) Nicklaus Avenue, Woodridge.*

*The intention once the subdivision is approved was and still is to market and sell the 5 acres with the residential dwelling already upon it. (Plan 2)*

*There has never been any intention to reside on the 5 acres with the outbuildings upon it "as is". (Plan 1)*

*Once the subdivision is approved and the house on plan 2 sold, plans to build a new dwelling (plan 1) which will be approximately 100m south of the outbuilding will be submitted to Council for approval.*

*The outbuilding to approved plan has an open ended lean to attached on the southern side and is used for animal feed and shelter.*

*We await your instructions in order to approve the subdivision and our plans for the future."*

#### Further Comments

The applicant has advised that their intention is to build a dwelling on survey-strata Lot 1 to reside in full-time and sell survey-strata Lot 2. It is considered reasonable to allow the landowners to retain the existing outbuilding (use not listed) given the property will contain a single house in the near future.

Given that the ability of the proposal to satisfy LPS 9 is reliant upon a dwelling being constructed, it is recommended that a temporary approval be issued to ensure the landowners follow through on their commitment to build a dwelling on survey-strata Lot 1. In the event that a dwelling is constructed the existing outbuilding (use not listed) can be classified as a traditional outbuilding which is exempt from development approval.

## Summary

Administration is of the view that given that the Use Not Listed (Outbuilding) is existing and meets the setbacks required by LPS 9, the landowner should be afforded an opportunity to construct a dwelling on the subject lot thereby making the structure exempt. Condition 7 of the subdivision approval would also be satisfied which would enable the landowners to receive their deposited plans.

## **STATUTORY ENVIRONMENT**

*Planning and Development (Local Planning Scheme) Regulations 2015*  
Schedule 2 Deemed Provisions

*Local Planning Scheme No. 9*  
Part 3 – Zones and the Use of Land  
3.2 Objectives of the Zones  
3.2.6 Rural Living Zone  
3.4.2 Interpretation of the Zoning Table (Use Not Listed)

## **POLICY IMPLICATIONS**

Nil

## **BUDGET IMPLICATIONS**

Nil

## **STRATEGIC IMPLICATIONS**

Shire of Gingin Strategic Community Plan 2017 – 2027

<b>Focus Area</b>	<i>Infrastructure &amp; Development</i>
<b>Objective</b>	<i>3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.</i>
<b>Outcome</b>	<i>3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes.</i>
<b>Key Service Areas</b>	<i>Building and Planning Permits</i>
<b>Priorities</b>	<i>3.1.2 Support strategies that facilitate an increase in housing diversity</i>

## **VOTING REQUIREMENTS – SIMPLE MAJORITY**

## RECOMMENDATION

It is recommended that Council, grant Development Approval for a Use Not Listed (Outbuilding) on Lot 101 (432) Nicklaus Avenue, Woodridge, subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans and specifications unless otherwise conditioned by this approval.
2. This Approval is valid for a period of three years from the approval date, after which time the outbuilding is to be removed unless a dwelling has been constructed at the property and is being resided in.
3. The Outbuilding is not to be used for human habitation or any industrial or commercial use.

## ADVICE NOTES

- Note 1: If you are aggrieved with the conditions of this approval you have the right to request 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* with respect to the patio addition, 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 (including subdivision) on the subject land.

## RESOLUTION

**Moved Councillor Elgin, seconded Councillor Peczka that Council, grant Development Approval for a Use Not Listed (Outbuilding) on Lot 101 (432) Nicklaus Avenue, Woodridge, subject to the following conditions:**

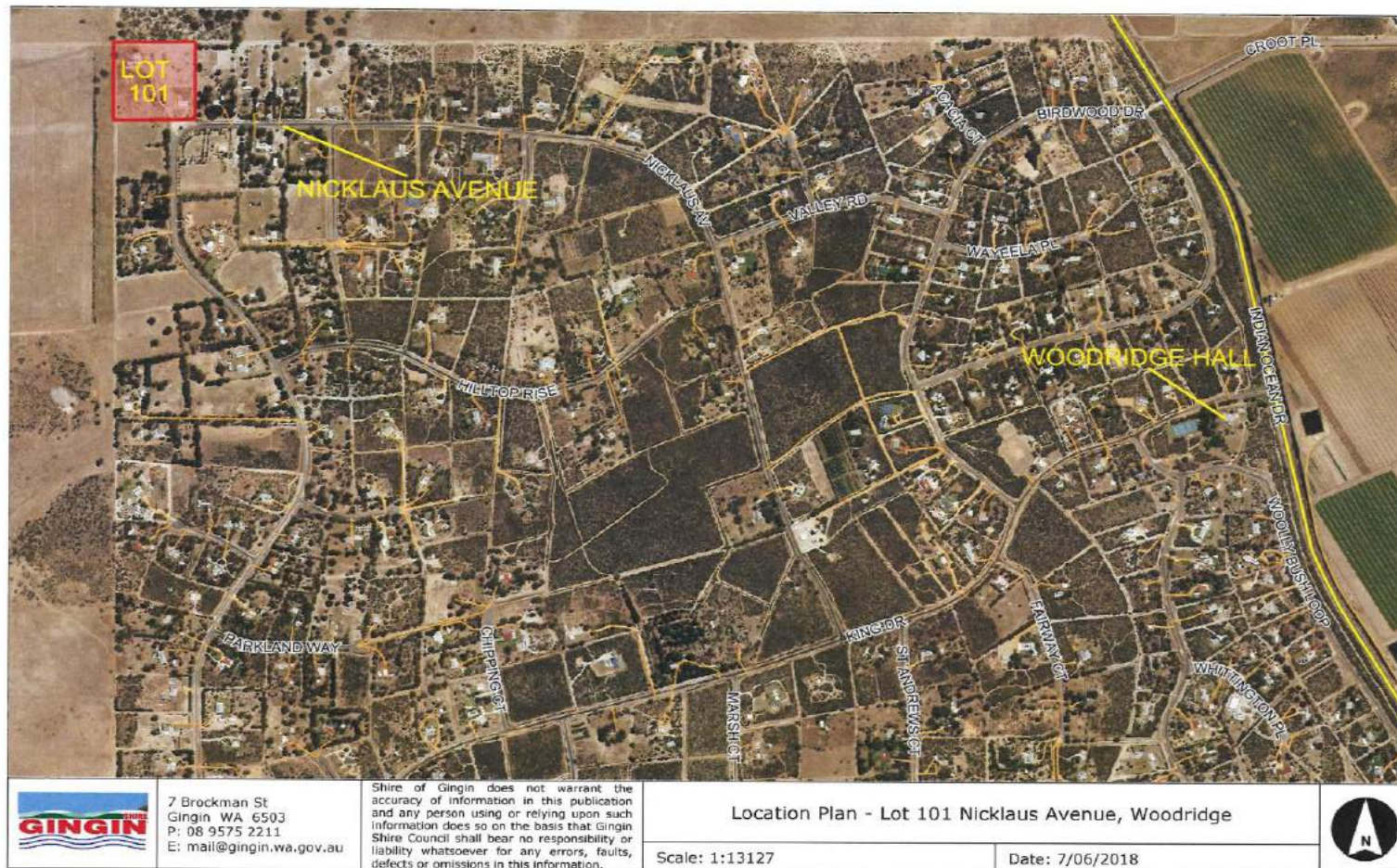
- 1. The land use and development shall be in accordance with the approved plans and specifications unless otherwise conditioned by this approval.**
- 2. This Approval is valid for a period of three years from the approval date, after which time the outbuilding is to be removed unless a dwelling has been constructed at the property and is being resided in.**
- 3. The Outbuilding is not to be used for human habitation or any industrial or commercial use.**

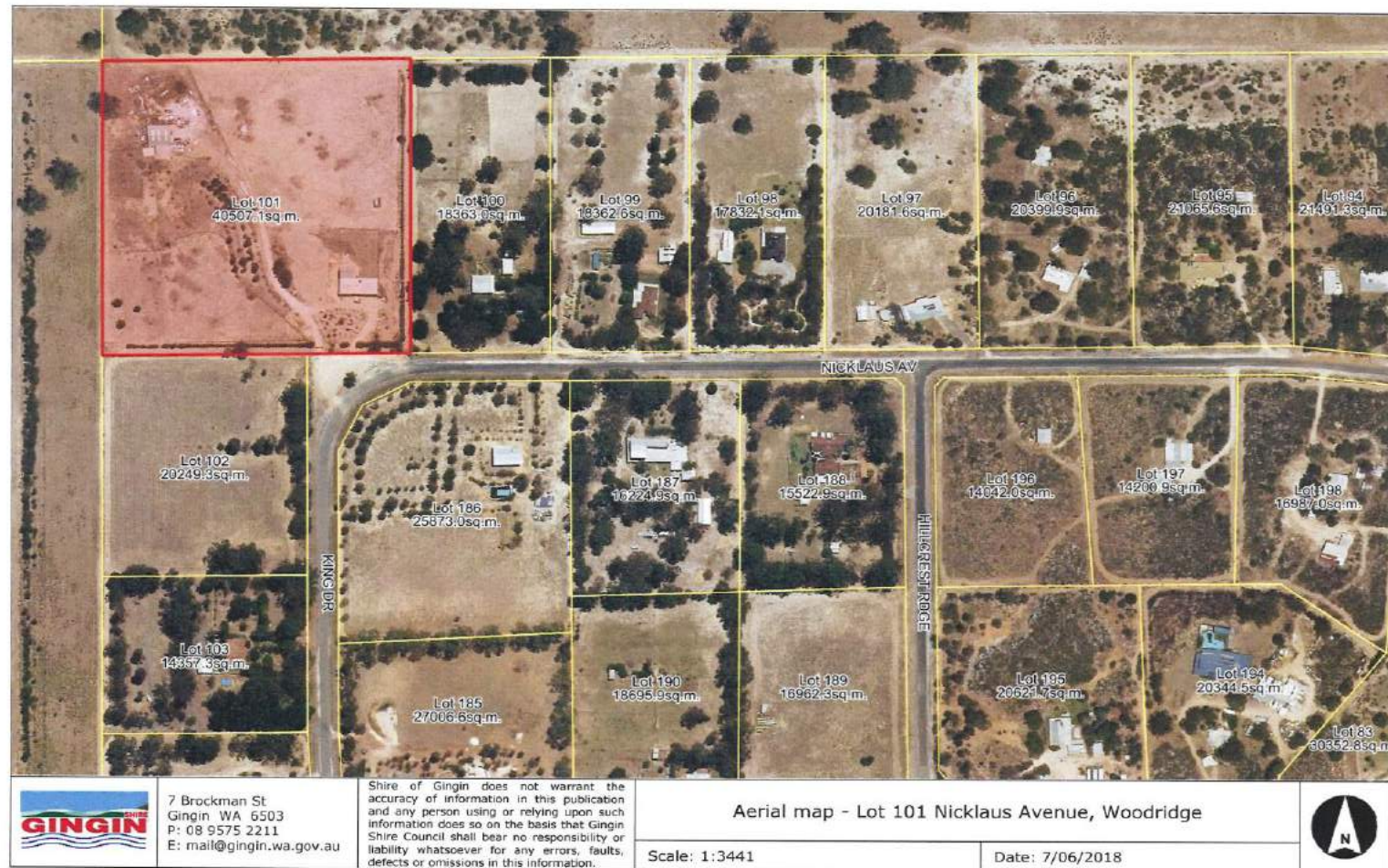
## **ADVICE NOTES**

- Note 1:** If you are aggrieved with the conditions of this approval you have the right to request 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* with respect to the patio addition, 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 (including subdivision) on the subject land.

**CARRIED UNANIMOUSLY**

**APPENDIX 1**





PO Box 2014  
WOODRIDGE WA 6041  
0409 824 444

29<sup>th</sup> May 2018

**TO WHOM IT MAY CONCERN**

This information is attached to support the application for OUTBUILDING RETENTION at Lot 101 (432) Nicklaus Avenue, Woodridge.

The intention once the subdivision is approved was and still is to market and sell the 5 acres with the residential dwelling already upon it. (Plan 2)

There has never been any intention to reside on the 5 acres with the outbuildings upon it "as is". (Plan 1)

Once the subdivision is approved and the house on plan 2 sold, plans to build a new dwelling (plan 1) which will be approximately 100m south of the outbuilding will be submitted to Council for approval.

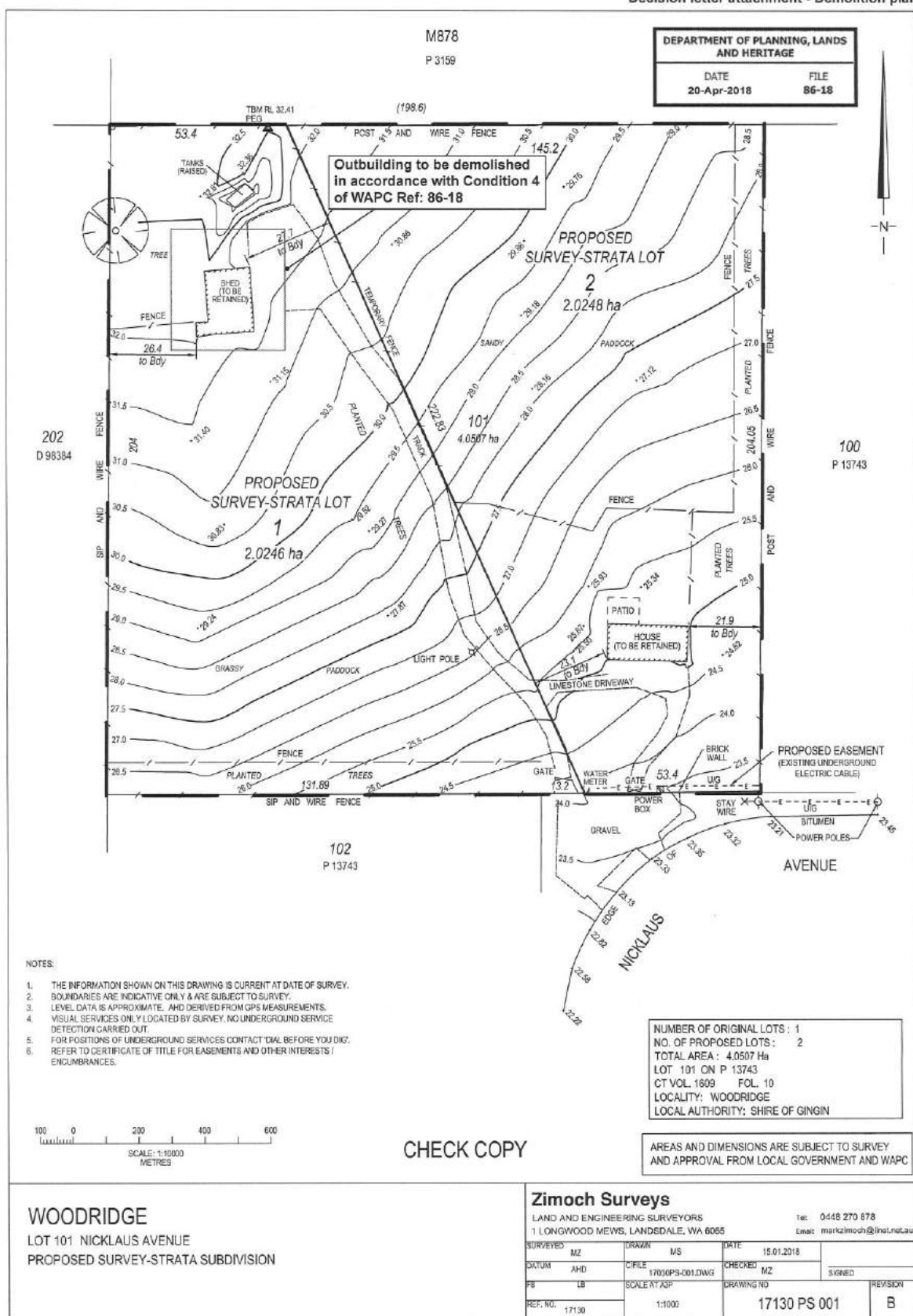
The outbuilding to approved plan has an open ended lean to attached on the southern side and is used for animal feed and shelter.

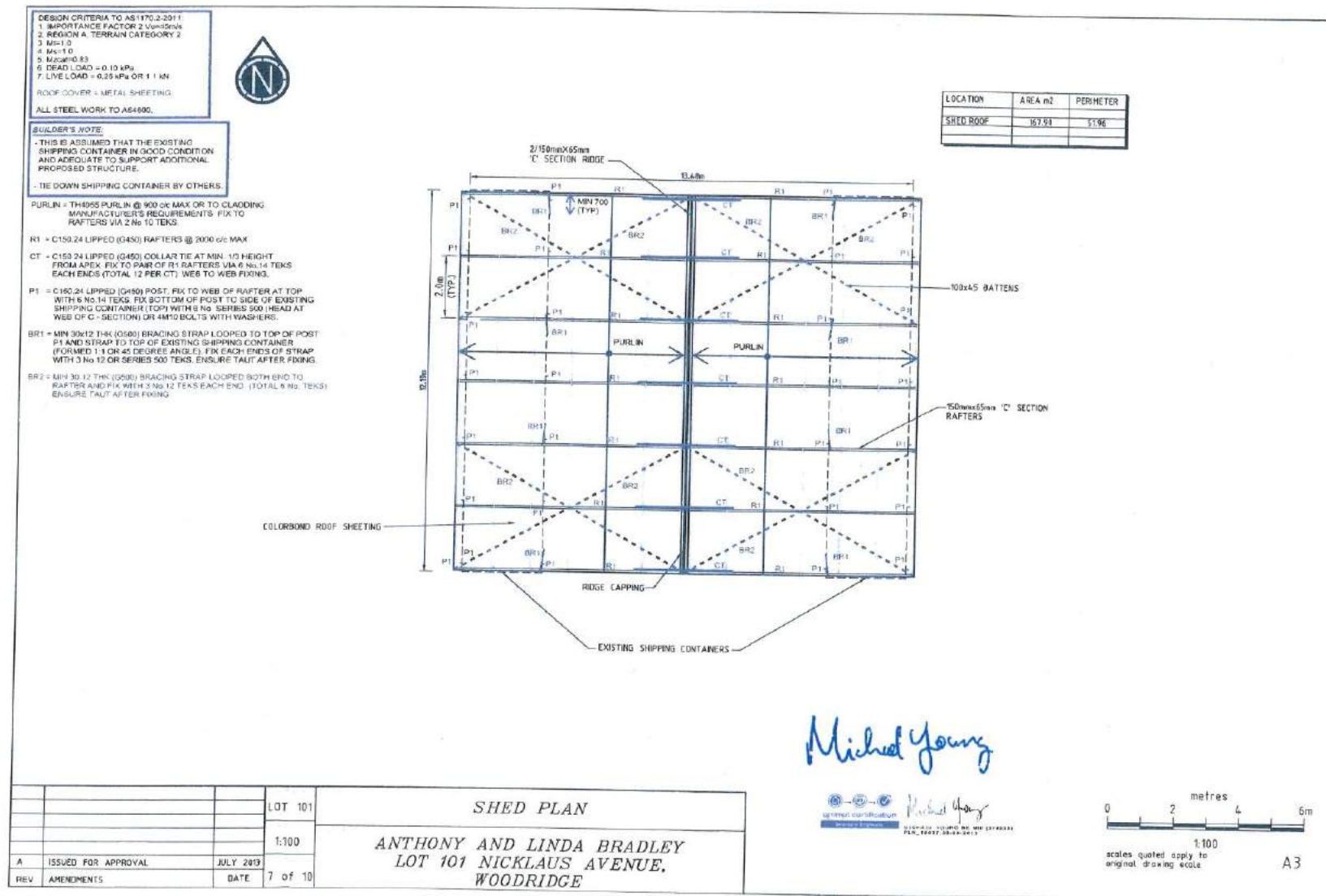
We await your instructions in order to approve the subdivision and our plans for the future.

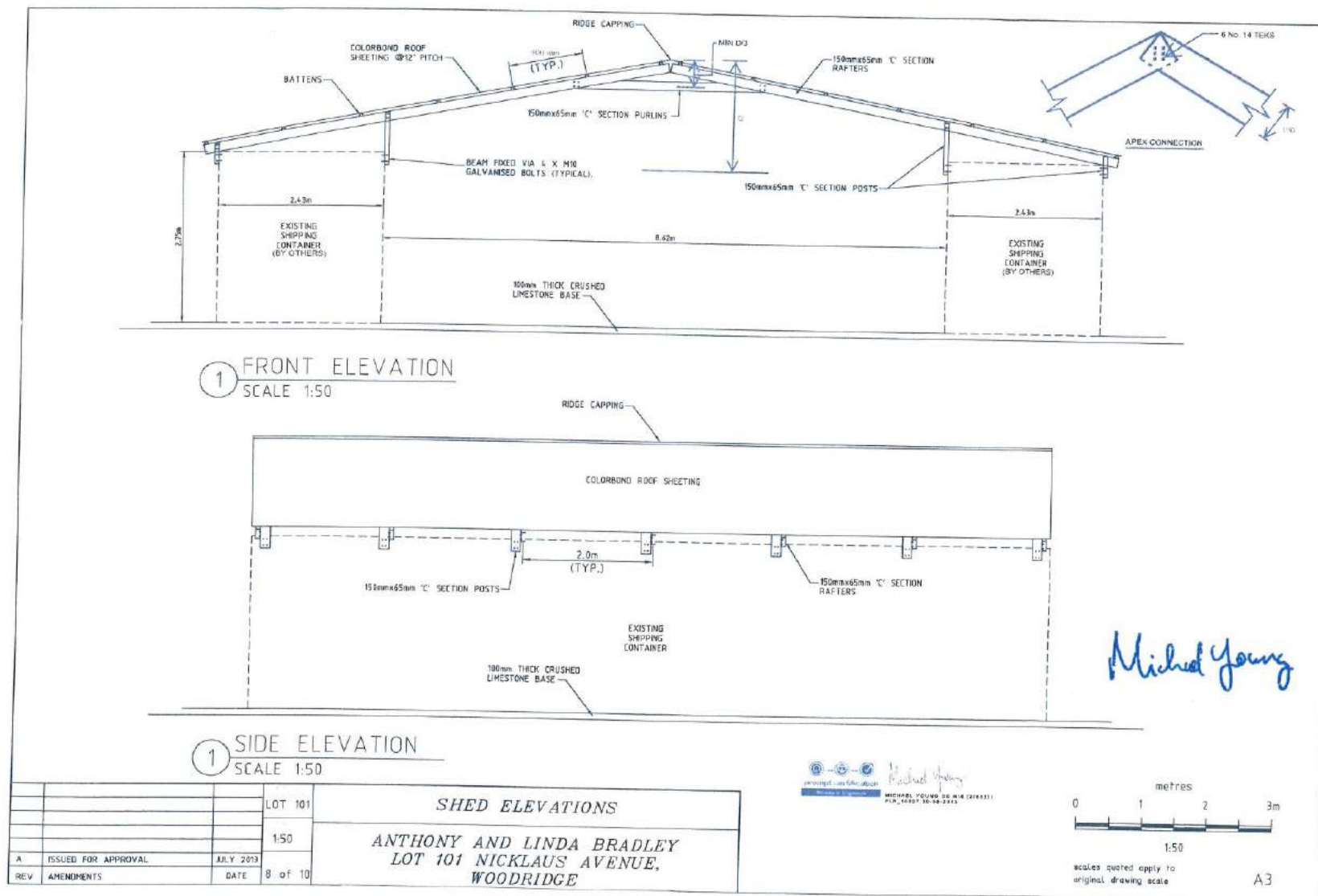
Thank you.

A R & L A BRADLEY

Decision letter attachment - Demolition plan







### 11.3.2 APPLICATION FOR HOMESTEAD LOT SUBDIVISION - LOT 5449 (1960) WANNAMAL ROAD WEST, BOONANARRING

**FILE:** LND/682  
**APPLICANT:** WESTERN AUSTRALIAN PLANNING COMMISSION  
**LOCATION:** LOT 5449 (1960) WANNAMAL ROAD WEST,  
BOONANARRING  
**OWNER:** BLENKINSOP NOMINEES PTY LTD  
**ZONING:** GENERAL RURAL (UNCODED)  
**WAPC NO:** 156581  
**AUTHOR:** JAMES BAYLISS – ACTING MANAGER STATUTORY  
PLANNING  
**REPORT OFFICER:** KYLIE BACON – ACTING EXECUTIVE MANAGER  
PLANNING AND DEVELOPMENT  
**REPORT DATE:** 19 JUNE 2018  
**REFERENCE:** NIL

#### OFFICER INTEREST DECLARATION

Nil

#### PURPOSE

To consider a proposal to create a homestead lot on Lot 5449 Wannamal Road West, Boonanarring.

#### BACKGROUND

The subject lot is 1,389.6 hectares in area and is currently used for broad acre agricultural purposes (i.e. cropping and grazing). The proposed subdivision seeks approval to create two separately titled lots, comprising of a homestead lot being 18.5 hectares in area and the balance lot being 1371.1 hectares in area.

A location plan, aerial image and a copy of the proposal are attached as **Appendix 1**.

#### COMMENT

##### Community Consultation

Not applicable

#### PLANNING FRAMEWORK

##### Local Planning Scheme No. 9 (LPS 9)

The subject lot is zoned General Rural (Uncoded) under LPS 9, the objectives of which 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 agriculture 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.*

Clause 4.8.6.1 of LPS 9 does not permit subdivision of General Rural (uncoded) land unless the proposal meets the exceptional circumstance requirements for subdivision under the Western Australian Planning Commission (WAPC) Development Control Policy 3.4 Subdivision of Rural Land (DCP 3.4). This will be discussed in more detail below.

In creating an 18.5 hectare lot, the proposed subdivision is not considered to be in keeping with the traditional rural character of large lots being used for broad acre agricultural activities. Furthermore, the lot boundary configuration proposed traverses an area of existing natural vegetation that would require removal/modification to enable the required fencing and firebreak installation to occur.

The balance lot being 1371.1 hectares in area, is able to be used for broad acre agricultural pursuits and the day-to-day operation of the farm is unlikely to change significantly.

DCP 3.4 does provide for circumstances where smaller homestead lot subdivisions may be permitted subject to exceptional circumstances as discussed in further detail below.

Western Australian Planning Commission (WAPC) Development Control Policy 3.4 Subdivision of Rural Land (DCP 3.4)

DCP 3.4 defines a 'homestead lot' as:

*"A small lot generally ranging from one to four hectares, but may be up to 20 hectares in size depending on site specific circumstances, which is excised from a larger farm holding for separate occupation, such as by a retiring farmer wishing to remain in an approved existing dwelling."*

Exceptional circumstances under which rural subdivision may be considered are:

- (a) *To realign lot boundaries with no increase in the number of lots, where the resultant lots will not adversely affect rural land uses;*
- (b) *To protect and actively conserve places of cultural and natural heritage*
- (c) *To allow for the efficient provision of utilities and infrastructure and/or for access to natural resources;*

- (d) In the Homestead lot policy area (Appendix 2), to allow for the continued occupation of existing homesteads when they are no longer used as part of a farming operation; and*
- (e) For other unusual or unanticipated purposes which, in the opinion of the WAPC, do not conflict with this and other relevant policies and are necessary to the public interest."*

The proposal subject to this report seeks to utilise point d) above. Section 6.6 'Homestead Lots' of DCP 3.4 is provided below with officer comments.

*The creation of homestead lots is intended to allow primary producers to continue to occupy their dwelling when they cease to farm, and provide settlement opportunities in areas where land fragmentation is limited and unlikely to increase. Homestead lots are to be created in a manner that is consistent with the rural character and landscape of a locality. Homestead lots may be facilitated through boundary rationalisation or the creation of a new lot. Homestead lots may therefore be created to enable an approved existing house on a rural lot to continue to be occupied provided that:*

- (a) The land is in the DC 3.4 Homestead lot policy area;*

The subject land is located within the homestead lot policy area.

- (b) The homestead lot has an area between one and four hectares, or up to 20 hectares to respond to the landform and include features such as existing outbuildings, services or water sources;*

The proposed lot is 18.5 hectares and therefore satisfies the above provision.

- (c) There is an adequate water supply for domestic, land management and fire management purposes;*

The lot configuration has been designed to enable the retention of infrastructure (windmill and bore) associated with servicing the existing dwelling with water for domestic, land management and firefighting purposes.

- (d) The dwelling is connected to a reticulated electricity supply or an acceptable alternative is demonstrated;*

The dwelling is connected to a reticulated electricity supply.

- (e) The homestead lot has access to a constructed public road;*

The proposed lots are both serviced by Wannamal Road West, which is sealed and accessible to the public.

- (f) The homestead lot contains an existing residence that can achieve an appropriate buffer from adjoining rural land uses;*

The adjoining property to the east (Lot 5450 Wannamal Road West, Boonanarring) has approval to operate as a landfill site and composting facility. The existing dwelling within the proposed homestead lot is setback approximately 2.7 kilometres from the neighbouring site and the existing dwelling within the balance lot is setback approximately 500 metres from the neighbouring site. The appropriate buffer distance being 500 metres is therefore satisfied.

*(g) A homestead lot has not been excised from the farm in the past;*

The Shire records indicate no homestead lot has been excised from the parent lot previously.

*(h) the balance lot is suitable for the continuation of the rural land use, and generally consistent with prevailing lot sizes, where it can be shown that this is consistent with the current farming practices at the property; and*

The balance lot being 1,371.1 hectares is large enough to continue operating for broad acre agricultural purposes (i.e. cropping and grazing). The provision of a homestead lot will not impede the ability of the balance lot to continue operating as is and remains a similar size as surrounding lots.

*(i) The dwelling on a homestead lot must be of a habitable standard and may be required to be certified as habitable by the local government.*

The existing dwelling is currently being resided in and is of a habitable standard.

Based on the above information the proposed subdivision is deemed to satisfy DCP 3.4 with respect to homestead lot provisions.

#### Further comments

Notwithstanding the above assessment, Administration is of the view that the lot configuration is undesirable in that it traverses existing native vegetation. In the event subdivision approval is granted the landowners will be required to install fencing along the property boundary and to comply with the Shire's Firebreak Order which will involve installing a 3 metre wide firebreak on either side of the newly constructed fence. This will involve the clearing of existing vegetation that can be retained simply by realigning the lot boundary further to the west.

#### Summary

In view of the above assessment, Administration is of the view that the proposed subdivision meets the exceptional circumstance provisions for homestead lots as provided in the WAPC's Development Control Policy 3.4 - Subdivision of Rural Land. The proposal is therefore supported in this regard, however it is also recommended that the Shire's advice to the WAPC include a recommendation to re-align the eastern lot boundary further to the west to avoid the existing vegetation onsite.

## STATUTORY ENVIRONMENT

### *Local Planning Scheme No. 9*

#### Part 3 – Zones and the Use of Land

##### 3.2 Objectives of the Zones

#### Part 4 – General Development Requirements

##### 4.7 General Development Standards

##### 4.8.6 – General Rural Zones

## POLICY IMPLICATIONS

WAPC Development Control Policy 3.4 Subdivision of Rural Land

## BUDGET IMPLICATIONS

Nil

## STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

<b>Focus Area</b>	Infrastructure and Development
<b>Objective</b>	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.
<b>Outcome</b>	3.1 Development new and existing developments meet the Shire's Strategic Objectives and Outcomes.
<b>Priority</b>	3.1.1 Support strategies that facilitate commercial development.

## VOTING REQUIREMENTS – SIMPLE MAJORITY

### RECOMMENDATION

It is recommended that Council,

1. Support the application for homestead lot subdivision on Lot 5449 Wannamal Road West, Boonanarring subject to the eastern boundary being re-aligned further to the west to avoid clearing the existing vegetation onsite and subject to the lot size not increasing as a result of the re-alignment.
2. Advise the Western Australian Planning Commission accordingly.

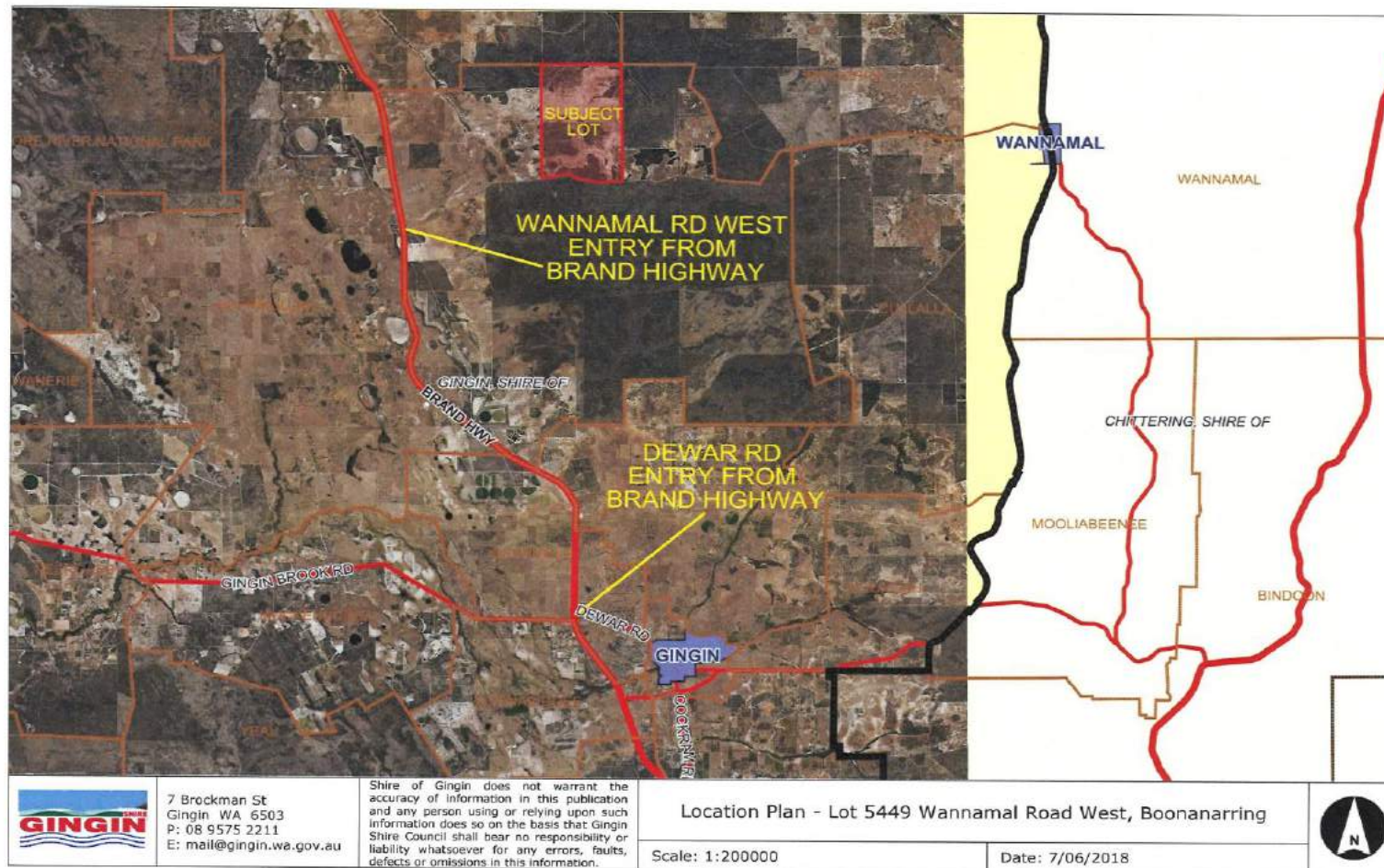
## **RESOLUTION**

**Moved Councillor Fewster, seconded Councillor Johnson that Council:**

- 1. Support the application for homestead lot subdivision on Lot 5449 Wannamal Road West, Boonanarring subject to the eastern boundary being re-aligned further to the west to avoid clearing the existing vegetation onsite and subject to the lot size not increasing as a result of the re-alignment.**
- 2. Advise the Western Australian Planning Commission accordingly.**

**CARRIED UNANIMOUSLY**

**APPENDIX 1**





CF Town Planning & Development

6 February 2018

DEPARTMENT OF PLANNING, LANDS AND HERITAGE	
DATE 26-Apr-2018	FILE 156581

The Secretary  
Western Australian Planning Commission  
Locked Bag 2506  
PERTH WA 6001

Dear Sir/Madam

**APPLICATION FOR APPROVAL OF SUBDIVISION  
PROPOSED RURAL SUBDIVISION (HOMESTEAD LOT)  
LOT 5449 (NO.1960) WANNAMAL ROAD WEST, BOONANARRING  
SHIRE OF GINGIN**

We act on behalf of ST Spatial Consulting Surveyors and refer to the application for approval of subdivision lodged with the Commission for the creation two (2) rural lots on Lot 5449 (No.1960) Wannamal Road West, Boonanarring for the purpose a creating a 'homestead lot'.

**BACKGROUND**

1. Lot 5449 is a rural landholding located within the eastern extremities of the Shire of Gingin, approximately 21 kilometres north of the Gingin Townsite, along the northern boundary of the Wannamal Road West road reserve.
2. The land comprises a total area of approximately 1,389.6905 hectares and has direct frontage and access to Wannamal Road West along its southern boundary (see Figure 1 – Aerial Site Plan).
3. Lot 5449 has been partly cleared, is currently used for broadacre agricultural purposes (i.e. cropping & grazing) and comprises some large scattered stands of natural vegetation throughout (see Figure 1 – Aerial Site Plan).
4. The land contains a number of physical improvements associated with its current rural use including a single detached dwelling, sheds, dams, internal access tracks and boundary fencing (see Figures 1 & 2).

**PROPOSED SUBDIVISION**

5. The subdivision application is seeking approval to subdivide Lot 5449 (No.1960) Wannamal Road West, Boonanarring to create two (2) new separately titled lots (i.e. one homestead-type lot comprising an existing single detached dwelling located in the south-western corner of the property and one balance-of-title rural lot).
6. Specific details of the proposed subdivision are shown on the attached subdivision plan and summarised in the following table:

Lot Particulars	Existing Land Area (Approx.)	Proposed Land Area (Approx.)
Existing Lot 5449	1,389.6905 ha	-
Proposed Lot 1 ('Balance-of-Title Rural Lot')	-	1,371.1165 ha
Proposed Lot 2 ('Homestead Lot')	-	18.574 ha

**Planning & Development Consultants**  
Address: 3/1 Mulgool Road, Malaga WA 6090  
Tel: 9249 2158 Mb: 0407384140 Email: carlof@people.net.au  
CVF Nominees Pty Ltd ABN: 86 110 067 395

CF Town Planning & Development

7. The subject landholding has been identified by the Department of Fire and Emergency Services (DFES) as being located within a designated 'Bushfire Prone Area'. In light of the DFES designation, a 'Bushfire Attack Level' (BAL) assessment has been prepared in support of the proposed subdivision on the land.



Figure 1 – Aerial Site Plan



Figure 2 – Existing homestead & outbuildings on subject land

## STATUTORY REQUIREMENTS

### Shire of Gingin Local Planning Scheme No.9

8. Lot 5449 is currently classified 'General Rural' zone in the Shire of Gingin's current operative Local Planning Scheme No.9 (LPS No.9). It is significant to note that under terms of LPS No.9, the land is uncoded.
9. Council's stated objectives for land classified 'General Rural' zone under LPS No.9 are as follows:
  - 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.*
10. Clause 4.8.6.1 of LPS No.9 states that where land classified 'General Rural' is uncoded, that further subdivision will not be supported unless it meets the exceptional circumstance requirements for subdivision under Western Australian Planning Commission Development Control Policy No.3.4 No.DC3.4).
11. This application will allow for the retention of the existing single detached dwelling in its southern portion enabling the current occupant to continue residing on the land (i.e. homestead lot) while allowing the balance portion of the property to continue to be used for broadacre agricultural purposes. As such it is contended the proposed subdivision is generally consistent with the objectives of the land's current 'General Rural' zoning classification in LPS No.9 and may therefore be considered under the Commission Policy No.DC3.4.

### Western Australian Planning Commission Development Control Policy No.DC3.4 – Subdivision of Rural Land

12. The Western Australian Planning Commission's (WAPC's) Development Control Policy No.DC3.4 provides guidance on the matters to be considered by the Commission when determining applications for the subdivision of rural land throughout Western Australia. A key objective of Policy No.DC3.4 is to minimise the ad-hoc fragmentation of rural land throughout the State.
13. Despite the aforementioned point, it is noted that the further subdivision of agricultural land is generally not supported by the WAPC, however Section 6.6 of Policy No.DC3.4 enables the subdivision of rural land for the purpose of creating a 'homestead lot' subject to compliance with the criteria prescribed under Section 6.6 of the Policy. As such, the following details are provided of the subdivision proposal in the context of the relevant criteria set out in Section 6.6 of Policy No.DC3.4:

**a) The land is in the DC3.4 Homestead lot policy area.**

The subject land is located within the 'Homestead policy area' identified in Appendix 2 of the Commission's Policy No.DC3.4.

- b) *The homestead lot has an area between one and four hectares, or up to 20 hectares to respond to the landform and include features such as existing outbuildings, services or water sources.*

The proposed new homestead lot will comprise an area of 18.574 hectares, which is below the 20 hectare maximum permitted area for a homestead lot. In addition, the size and configuration of the proposed homestead lot has due regard for the location of the existing dwelling, associated outbuildings and various services (see Figure 2)

- c) *There is an adequate water supply for domestic, land management and fire management purposes.*

The subject land comprises a bore, rain water tanks and various dams to provide an adequate water supply and storage for domestic, land management and fire management purposes. Figure 3 illustrates the existing water tanks located within the proposed homestead lot.

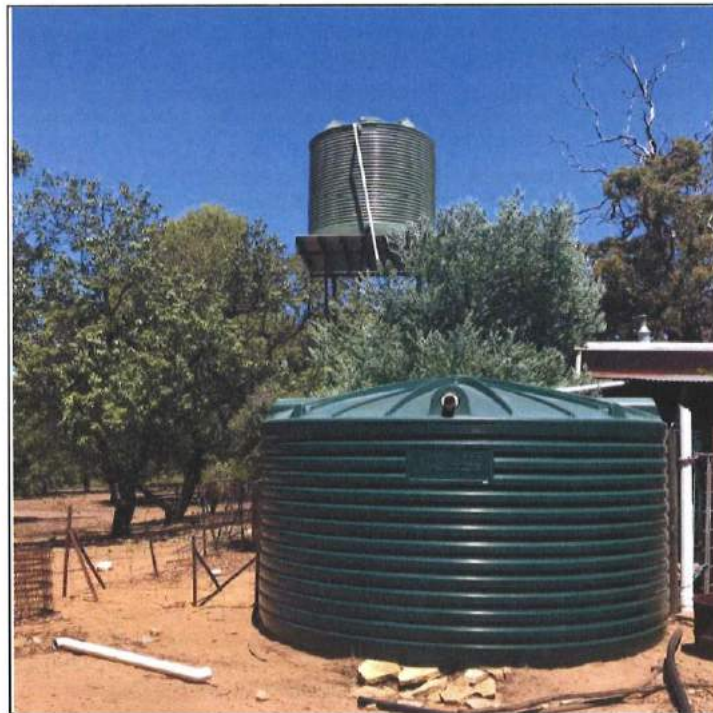


Figure 3 – Water tanks

- d) *The dwelling is connected to a reticulated electricity supply or an acceptable alternative is demonstrated.*

The subject land is connected to a reticulated electricity supply. The dwelling also comprises a Telstra connection.

- e) *The homestead lot has access to a constructed public road.*

The subject land has direct frontage and access to Wannamal Road West along its southern boundary, which is constructed (i.e. sealed) to a rural standard (see figure 4). It is significant to note that the proposed homestead lot will utilise an existing access point along Wannamal Road West.



Figure 4 – Wannamal Road West road reserve

- f) The homestead lot contains an existing residence that can achieve an appropriate buffer form adjoining rural land uses.**

A number of large stands of vegetation are located between the proposed homestead lot and the existing rural activities within the eastern and northern parts of Lot 5449 and on the adjoining property to the west (see Figures 1 & 2). It is contended that the stands of vegetation provides an adequate buffer between the proposed homestead lot and the rural activities within the immediate locality.

- g) A homestead lot has not been excised from the farm in the past.**

A review of the cadastral boundaries of Lot 5449 indicates that a homestead lot has not been excised from the landholdings in the past.

- h) The balance lot is suitable for the continuation of the rural land use, and generally consistent with prevailing lot sizes, where it can be shown that this is consistent with the current farming practices at the property.**

The balance portion of land comprises 1,371.1155 hectares and currently contains the main rural activities being undertaken on the property. It is contended that the proposed homestead lot will not restrict or alter the continuation of rural activities on the balance portion of land. Furthermore the proposed rural lot is consistent with the prevailing lot sizes within the immediate locality.

- i) The dwelling on a homestead lot must be of a habitable standard and may be required to be certified as habitable by the local government.**

Lot 5449 currently comprises an existing four (4) bed, one (1) bath single detached dwelling with a garage. The dwelling is currently being occupied, is of sound condition and is therefore habitable.

14. Given the above findings, it is contended that the proposed subdivision is consistent with the criterion outlined in Section 6.6 of WAPC Policy No.DC 3.4 and may therefore be approved by the Commission.

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**CONCLUSION**

It is concluded that the proposed subdivision of Lot 5449 (No.1960) Wannamal Road West, Boonarraring to create a 'homestead lot' is:

- i) unlikely to compromise the objectives for land classified 'General Rural' zone in the Shire of Gingin's current operative Local Planning Scheme No.9;
- ii) consistent with the criteria and general requirements of the WAPC's Development Control Policy Nos.DC3.4; and
- iii) capable of being implemented in a proper and orderly manner.

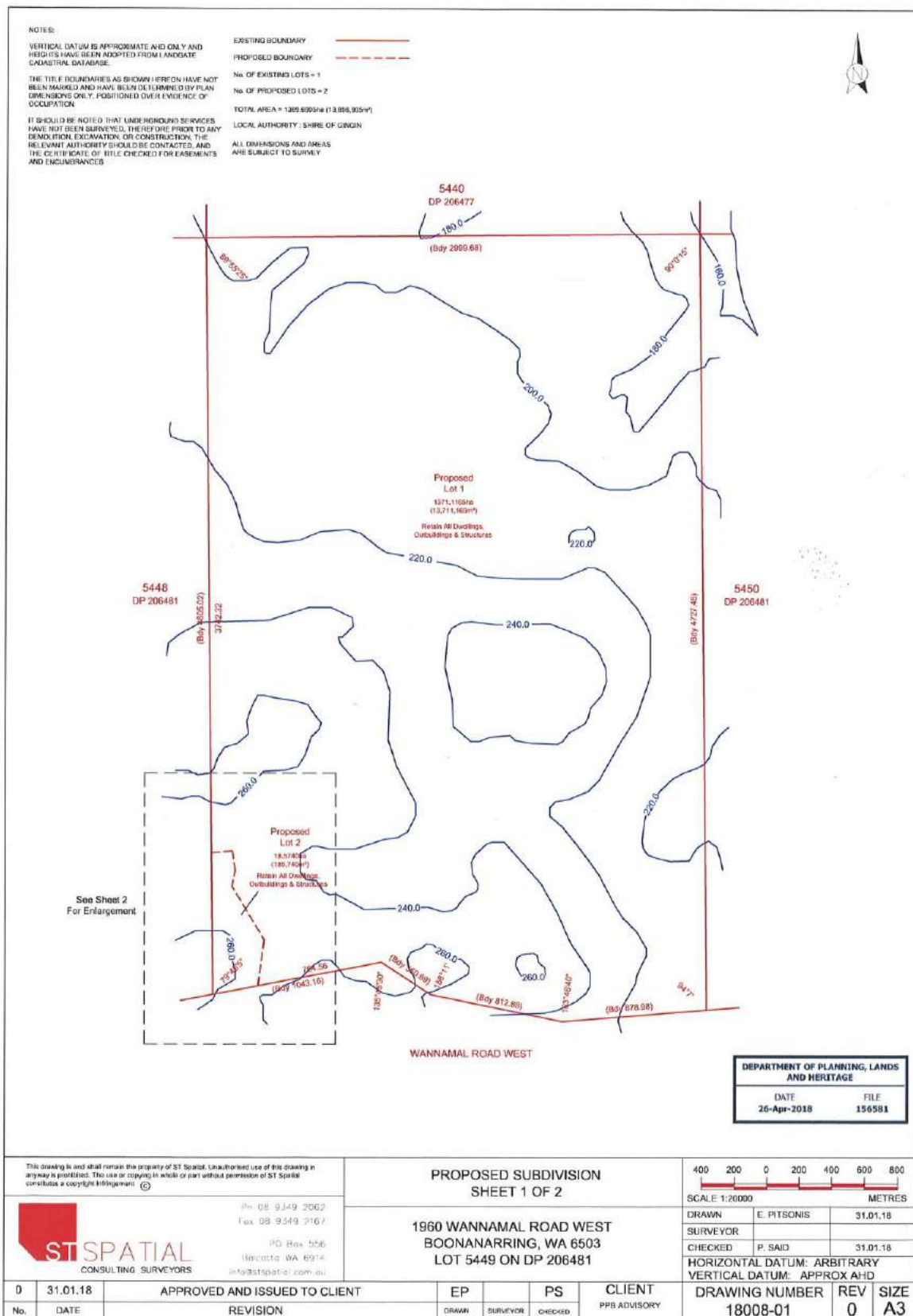
In light of the above, we respectfully request the Commission's favorable consideration and approval of the Application for Approval of Subdivision for the creation of two (2) separately title lots on Lot 5449 (No.1960) Wannamal Road West, Boonarraring in accordance with the plans prepared in support of the application.

Should you have any queries or require any additional information regarding any of the matters raised above please do not hesitate to contact me on 0407384140 or [carlof@people.net.au](mailto:carlof@people.net.au).

Yours faithfully,



**Carlo Famiano**  
Principal Town Planner  
CF Town Planning & Development







DEPARTMENT OF PLANNING, LANDS AND HERITAGE	
DATE	FILE
26-Apr-2018	156581

# **Bushfire Management Plan**

## **(Subdivision Application)**

**Lot 5449 Wannamal Road West**  
**Boonanarring**



**LUSH FIRE & PLANNING**  
PO Box 114  
Woodanilling WA 6316  
0418 954 873  
ABN 74 232 678 543

Ref 18-003  
Ver A  
April 2018

Fire Protection  
Association Australia  
Life, Property, Environment.

## Bushfire Management Plan Coversheet

This Coversheet and accompanying Bushfire Management Plan has been prepared and issued by a person accredited by Fire Protection Association Australia under the Bushfire Planning and Design (BPAD) Accreditation Scheme.

### Bushfire Management Plan and Site Details

Site Address / Plan Reference: Lot 5449 (1960) Wannamal Road West

Suburb: Boonanarring

State: WA

P/code: 6503

Local government area: Gingin

Description of the planning proposal: 2 lot rural subdivision (homestead lot)

BMP Plan / Reference Number: 18-003

Version: A

Date of Issue: 22/04/2018

Client / Business Name: J Herbert

### Reason for referral to DFES

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)?

Yes ☐ No ☒

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 BPC elements)?

Yes ☐ No ☒

Is the proposal any of the following special development types (see SPP 3.7 for definitions)?

Unavoidable development (in BAL-40 or BAL-FZ)

Yes ☐ No ☒

Strategic planning proposal (including rezoning applications)

Yes ☐ No ☒

Minor development (in BAL-40 or BAL-FZ)

Yes ☐ No ☒

High risk land-use

Yes ☐ No ☒

Vulnerable land-use

Yes ☐ No ☒

If the development is a special development type as listed above, explain why the proposal is considered to be one of the above listed classifications (E.g. considered vulnerable land-use as the development is for accommodation of the elderly, etc.)?

Note: The decision maker (e.g. local government or the WAPC) should only refer the proposal to DFES for comment if one (or more) of the above answers are ticked "Yes".

### BPAD Accredited Practitioner Details and Declaration

Name  
Geoffrey Lush

Accreditation Level  
Level 2

Accreditation No.  
BPAD 27682

Accreditation Expiry  
28/02/2019

Company  
Lush Fire & Planning

Contact No.  
0418 954 873

I declare that the information provided within this bushfire management plan is to the best of my knowledge true and correct

Signature of Practitioner

Date 22/04/2018

**Lot 5449 Wannamal Road West, Boonanarring**

**Executive Summary**

This bushfire management plan has been prepared to support the proposed subdivision application for Lot 5449 Wannamal Road West, Boonanarring. The subject land is located approximately 20kms north of the Gingin townsite. It is situated 5kms east of the Brand Highway.

The subject land area of 1389.57hectares with a frontage of approximately 3kms to Wannamal Road West and it has a depth of 4.6kms.

The land is a mixture of cleared grazing land, remnant vegetation, pine plantation and pecan trees. There are two existing houses and a number of associated outbuildings and improvements.

It is proposed to create a 'homestead lot' for one of the existing dwellings and this will have an area of 18 hectares. The proposed subdivision recognises the existing dwellings and there will not be any new dwellings. Hence there is no increased development intensity or any increased bushfire risk.

The subdivision complies with the Bushfire Protection Criteria noting that these do not apply retrospectively. The requirements for a 3m boundary firebreak and a 20m asset protection zone are also reflected in Council's Firebreak Order.

In the event that a new dwelling is constructed on either lot there is sufficient land for this to be located in an area which is not designated as being bushfire prone. Potentially additional fire management measures can also be applied to any future dwelling.

The proposal complies with the objectives of State Planning Policy SPP3.7 Planning in Bushfire Prone Areas as:

- ❖ There is no increase in the threat of bushfire to people, property and infrastructure;
- ❖ The bushfire hazard and risks have been identified and assessed in this report.
- ❖ The proposed subdivision complies with the Bushfire Protection Criteria.
- ❖ There is an appropriate balance between bushfire risk management and environmental measures as there is no proposed clearing of vegetation.

The installation and maintenance of the fire management measures is primarily the responsibility of the landowner. The implementation measures in this report should not be construed to assure total bush fire protection and do not guarantee that a building will not be damaged in a bush fire. The severity of a bush fire will depend upon the vegetation fuel loadings; the prevailing weather conditions and the implementation of appropriate fire management measures.

**Lot 5449 Wannamal Road West, Boonanarring**

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**Document Reference****Property Details**

Street No	Lot No's	Plan	Street Name
1960	5449	206481	Wannamal Road West
Locality Boonanarring		State WA	Postcode 6503
Local Government Area		Gingin	
Project Description		2 lot subdivision	

**Report Details**

Ref No	18-003		
Prepared for	J Herbert		
Revision	Date	Purpose	
A	22/04/2018	Draft Report	

**Practitioner Details**

BPAD	Level 2 Practitioner	Accreditation No	27682
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**Disclaimer**

The measures contained in this report do not guarantee that a building will not be damaged in a bushfire. The ultimate level of protection will be dependent upon the design and construction of the dwelling and the level of fire preparedness and maintenance under taken by the landowner. The severity of a bushfire will depend upon the vegetation fuel loadings; the prevailing weather conditions and the implementation of appropriate fire management measures.

**Geoffrey Lush**

22 April 2018

geoffrey@lushfire.com.au



**Lot 5449 Wannamal Road West, Boonanarring**

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**Lot 5449 Wannamal Road West, Boonanarring**

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**1.0 Proposal Details****1.1 Introduction**

This bushfire management plan has been prepared to support the proposed subdivision application for Lot 5449 Wannamal Road West, Boonanarring. The location and context of the site is shown in Figure 1 and the details of the subject land are documented in Table 1.

The subject land is located approximately 20kms north of the Gingin townsite. It is situated 5kms east of the Brand Highway.

*Table 1 Land Details*

Lot	Plan	Vol	Folio	Registered Proprietor	Area(ha)
5449	206481	1379	374	JL Herbert	1389.57

Part of the subject land has been designated as being bushfire prone as shown in Figure 2. This designation triggers the consideration of State Planning Policy SPP3.7 Planning in Bushfire Prone Areas in relation to any subdivision application. Clause 6.4 sets out the information to accompany subdivision applications as follows:

- a) a BAL Contour Map to determine the indicative acceptable BAL ratings across the subject site, in accordance with the Guidelines. BAL Contour Maps should be prepared by an accredited Bushfire Planning Practitioner;
- b) the identification of any bushfire hazard issues arising from the BAL Contour Map; and
- c) an assessment against the bushfire protection criteria requirements contained within the Guidelines demonstrating compliance within the boundary of the subdivision site.

Planning Bulletin 111 - 2016 was released in October 2016 to provide improved guidance for the administration of SPP3.7. It states that:

- State Planning Policy 3.7 is the overarching policy for land use planning within bushfire prone areas, and applies to applications for subdivision. This is qualified to refer to subdivisions other than amalgamations or boundary realignments that do not result in the intensification of development **or result in an increased bushfire risk**; and
- The overarching policy intent for Planning in Bushfire Prone Areas is that strategic planning documents or proposals, subdivision and development applications within a bushfire prone area, should demonstrate a Bushfire Attack Level (BAL) of 29 or below.
- The assessment should always contain a level of detail appropriate to the nature and scale of the proposal.

The Guidelines (page 5) state that the policy measures of SPP 3.7 and these Guidelines do not to be applied retrospectively i.e. to existing dwellings.

## **Lot 5449 Wannamal Road West, Boonanarring**

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### **1.2 Existing Conditions**

The existing conditions are shown in Figure 3 and the following photographs.

The subject land area of 1389.57 hectares with a frontage of approximately 3kms to Wannamal Road West and it has a depth of 4.6kms.

The land is a mixture of cleared grazing land, remnant vegetation, pine plantation and pecan trees. There are two existing houses and a number of associated outbuildings and improvements. The houses are situated at opposite side of the property with:

- House 1 is on the western side and is setback approximately 200m from the front boundary; and
- House 2 is on the eastern side and is setback approximately 120m from the front boundary.

Each dwelling has a separate access to Wannamal Road West.

The land has very gentle slopes being between 1 and 5 percent. It has an elevation of 180m AHD in the north eastern corner associated with a drainage line. The elevation increases to 260m AHD in the south western corner of the site and also where there are some central rises.

The adjacent lots are of a similar size and also contain a mixture of remnant vegetation, plantations and grazing land. The most significant local feature is the Boonanarring Nature Reserve located opposite the subject land. This is R41805 which has an area of over 8000 hectares and is reserved for flora conservation.

### **1.3 Firebreak Order**

Council's 2017/2018 Firebreak Order requires that on land greater than 8 hectares the following shall be provided:

- ❖ a three metre (3m) wide bare earth cleared firebreak as close as possible to all external boundaries of the property; and
- ❖ a twenty metre (20m) asset protection zone surrounding all buildings, large hay stacks and fuel storage areas.

### **1.4 Proposed Development**

It is proposed to create a 'homestead lot' for House No 1 as shown in Figure 5. This will have an area of 18.57 hectares being approximately 862m deep with a frontage of approximately 278m. House No 1 will be setback more than 100m from the new boundary. All existing buildings are proposed to be retained.

The balance lot containing House No 2 will be 1,371 hectares in size.

The proposed subdivision only recognises the existing dwellings and there will not be any new dwellings. Hence there is no increased development intensity or any increased bushfire risk.



**Lot 5449 Wannamal Road West, Boonanarring**

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**Photo 1**

House 1 with associated garden  
yard area and driveway  
turnaround.



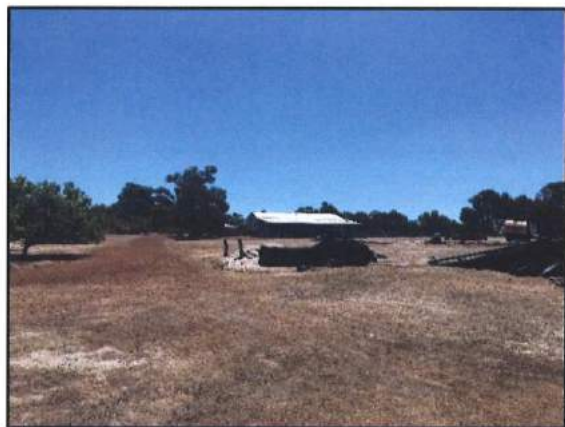
**Photo 2**

House 1 with associated garden  
yard area and driveway  
turnaround.



**Photo 3**

Outbuilding / shearing shed within  
proposed Lot 2.



**Lot 5449 Wannamal Road West, Boonanarring**

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**Photo 4**  
Pecan trees within proposed Lot 2



**Photo 5**  
Northern boundary of proposed Lot 2 showing adjacent remnant vegetation.



**Photo 6**  
Northern boundary of proposed Lot 2 showing adjacent remnant vegetation.



**Lot 5449 Wannamal Road West, Boonanarring**

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**Photo 7**

Looking west along Wannamal Road from entrance of proposed Lot 2.



**Photo 8**

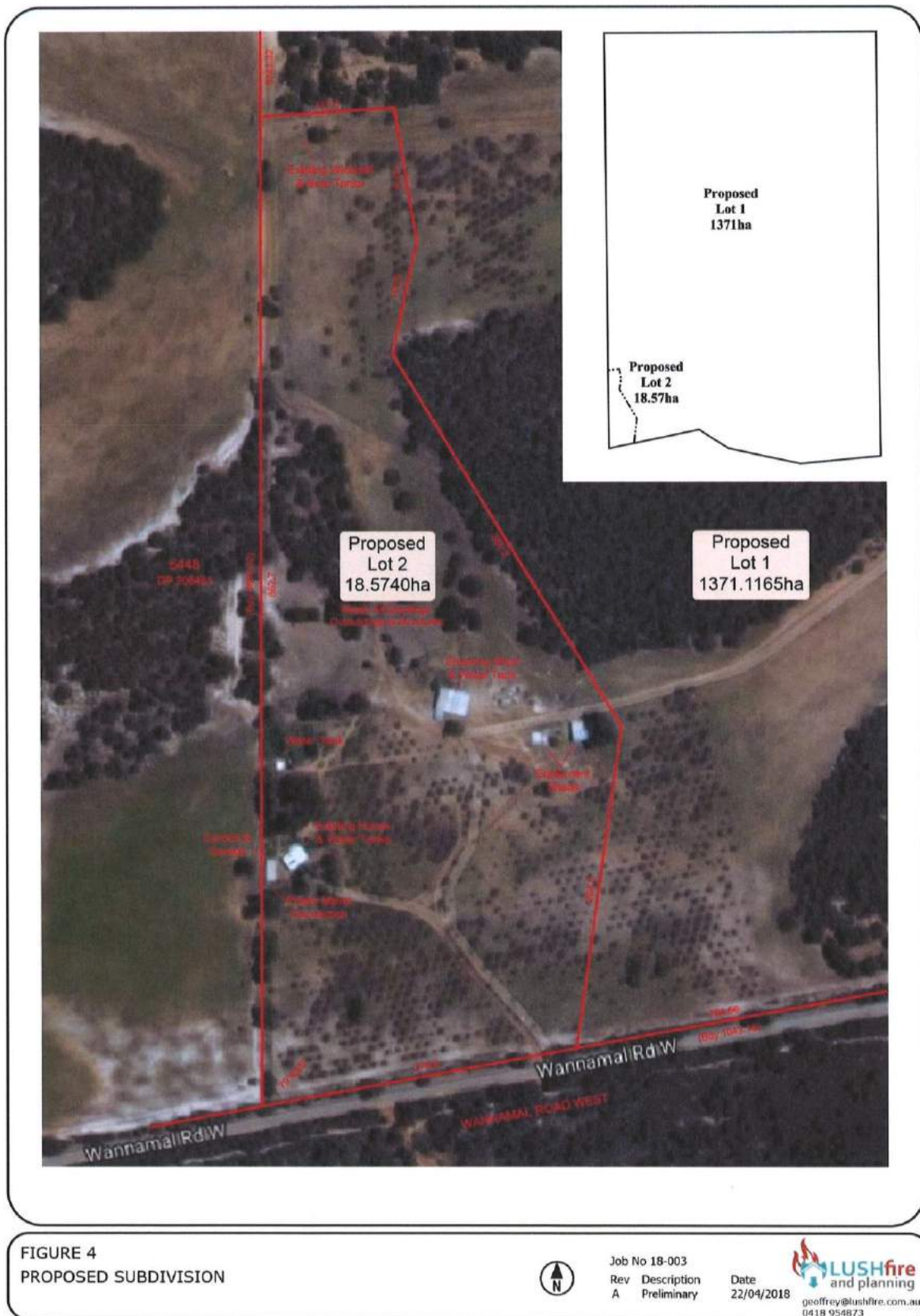
Existing driveway entrance of proposed Lot 2.



**Photo 8**

Existing dwelling proposed Lot 1.





**Lot 5449 Wannamal Road West, Boonanarring****2.0 Environmental Considerations**

There is no proposed clearing of any native vegetation or any re-vegetation or landscaping.

**3.0 Bushfire Assessment Results****3.1 Assessment Inputs - Existing Vegetation**

As there is no proposed development / additional house sites the existing vegetation has not been assessed in detail. The bushland areas on both lots are potentially either Class A Forest (Low Open Forest) or Class B Woodland being a Banksia woodland with Eucalypts.

The pine plantations are classified as Class A Forest while the Pecan trees are excluded vegetation. The pasture areas which comprise the majority of the site are classified as Class G Grassland.

**3.2 Assessment Outputs - BAL Contour Map**

A BAL Contour Map is a plan of the proposed development illustrating the potential radiant heat impacts and associated indicative BAL ratings in reference to any classified vegetation remaining within 150 metres of the assessment area after the development is completed.

As there is no proposed development / additional house sites a BAL Contour Map has not been prepared.

Planning Bulletin No 111 states that where a subdivision is proposed and the building envelope is not known, the BAL assessment should (as a minimum) demonstrate a building envelope can be located on a portion of the lot that is rated as BAL-29 or less. At the development application stage, the development should be located on the portion of the lot with the lowest BAL rating.

In relation to Lot 2, if in the event that a new house is ever built then as shown in Figure 2 there are large areas of the Lot 2 which are not bushfire prone. These areas are more than 100m from any classified vegetation (excluding grassland) and by default these areas have a rating below BAL-29.

Proposed Lot 2 has gentle slopes of less than 5 degrees. As shown in Table 2 a setback distance of 9m would be required to achieve a BAL-29 rating for any new dwelling.

*Table 2 Grassland BAL Setbacks*

<b>G Grassland</b>	<b>Bushfire Attack Levels (BALs)</b>				
	BAL - FZ	BAL - 40	BAL - 29	BAL - 19	BAL - 12.5
	Distance (m) of the site from the predominant vegetation class				
Flat & Upslopes	< 6	6 - < 8	8 - < 12	12 - < 17	17 - < 50
>0 to 5 degrees	< 7	7 - < 9	9 - < 14	14 - < 20	20 - < 50

**Lot 5449 Wannamal Road West, Boonanarring****4.0 Identification of Bushfire Hazard Issues**

The context of the subject land to the surrounding locality is shown in Figure 1.

There are significant areas of remnant vegetation with an extreme bushfire hazard level especially to the south and east of the site. While bushfires occur regularly in the area the proposal is not increasing the level of development or the bushfire risk as no additional dwellings are being constructed.

**5.0 Assessment Against the Bushfire Protection Criteria****5.1 Compliance Table**

A summary of the compliance with the Bushfire Protection Criteria is documented in Table 3 noting that the Bushfire Protection Criteria do not apply to the existing dwellings.

*Table 3 BPC Compliance*

Bushfire protection criteria	Method of Compliance Acceptable solutions / Performance based solution	Compliance	Proposed bushfire management strategies
Element 1: Location	A1.1 Development location	Yes	The proposed lots will have large areas with a BAL-29 or lower rating.
Element 2: Siting and design	A2.1 Asset protection zone (APZ)	Yes	The lots are large enough to contain any APZ within their own boundaries.
Element 3: Vehicular access	A3.1 Two access routes	Yes	Wannamal Road West provides access in two directions.
	A3.2 Public road	N/A	No public roads are being constructed.
	A3.3 Cul-de-sac (including a dead-end-road)	N/A	There are no cul-de-sacs in the development.
	A3.4 Battle-axe	N/A	There are no battle axe legs.
	A3.5 Private driveway longer than 50m is to meet detailed requirements contained within the Guidelines.	Yes	The existing driveways are both longer than 200m being 6m wide with turning areas in proximity to both dwellings.
	A3.6 Emergency access way (EAW)	N/A	There are no proposed EAWs
	A3.7 Fire service access routes (FSAR)	N/A	There are no proposed FSARs
	A3.8 Firebreak width	Yes	Both proposed lots are larger than 0.5 hectares and can be provided with a 3m wide boundary firebreak which is also required under Council's Firebreak Order.

**Lot 5449 Wannamal Road West, Boonanarring**

Bushfire protection criteria	Method of Compliance Acceptable solutions / Performance based solution	Compliance	Proposed bushfire management strategies
Element 4: Water	A4.1 Reticulated areas	N/A	Not applicable
	A4.2 Non-reticulated areas	N/A	Not applicable
	A4.3 Individual lots within non-reticulated areas.	Yes	Any new dwelling is to have a 10,000L dedicated water supply for fire fighting.

**5.2 Additional Management Strategies****5.2.1 Annual Property Maintenance**

Annual property maintenance is an important preparation for the annual fire season. This should focus on the area around the proposed dwelling and the following maintenance works should be considered:

**Autumn and Winter (May-August)**

- Tree pruning and remove lower branches and check that power lines are clear.
- Clear long grass, leaves, twigs and flammable shrubs.
- Overhaul the emergency water pump, fixtures and hoses.

**Spring (September-November)**

- Prepare boundary firebreaks.
- Carry out maintenance of strategic firebreak.
- Reduce grass levels within the hazard separation and building protection zones.
- Prune the dead material from the shrubs in the building protection zone.
- Clean out gutters, remove debris from roof.

**Early summer (December onwards)**

- Re-check personal and home protection gear, screens, water supplies and gutters.
- Keep yards as free as possible from combustible materials, fuels and debris.
- Avoid storing any felled trees and rubbish on your property.
- Remove dead shrubs and avoid long grasses, bracken or neglected masses of tall quick-curing annuals.

**5.2.2 Purchaser Advice**

All prospective purchasers must be made aware of the fire management issues, measures and responsibilities associated with the subdivision. This includes:

- A notification placed upon the Certificate of Title advising landowners of this bushfire management plan; and
- Providing prospective purchasers with a copy of this bushfire management plan.

**5.2.3 Survival Plan**

Before the start of the fire season landowners need to decide what to do in the event of a bushfire. Based upon the "Prepare, Act, Survive" program landowners need to:

- Prepare residents by knowing the risk from bushfire and having a bushfire survival plan.
- Acting on the Fire Danger Ratings and associated triggers; and

**Lot 5449 Wannamal Road West, Boonanarring**

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- Surviving by monitoring conditions if a fire starts and knowing the bushfire warning alert levels.

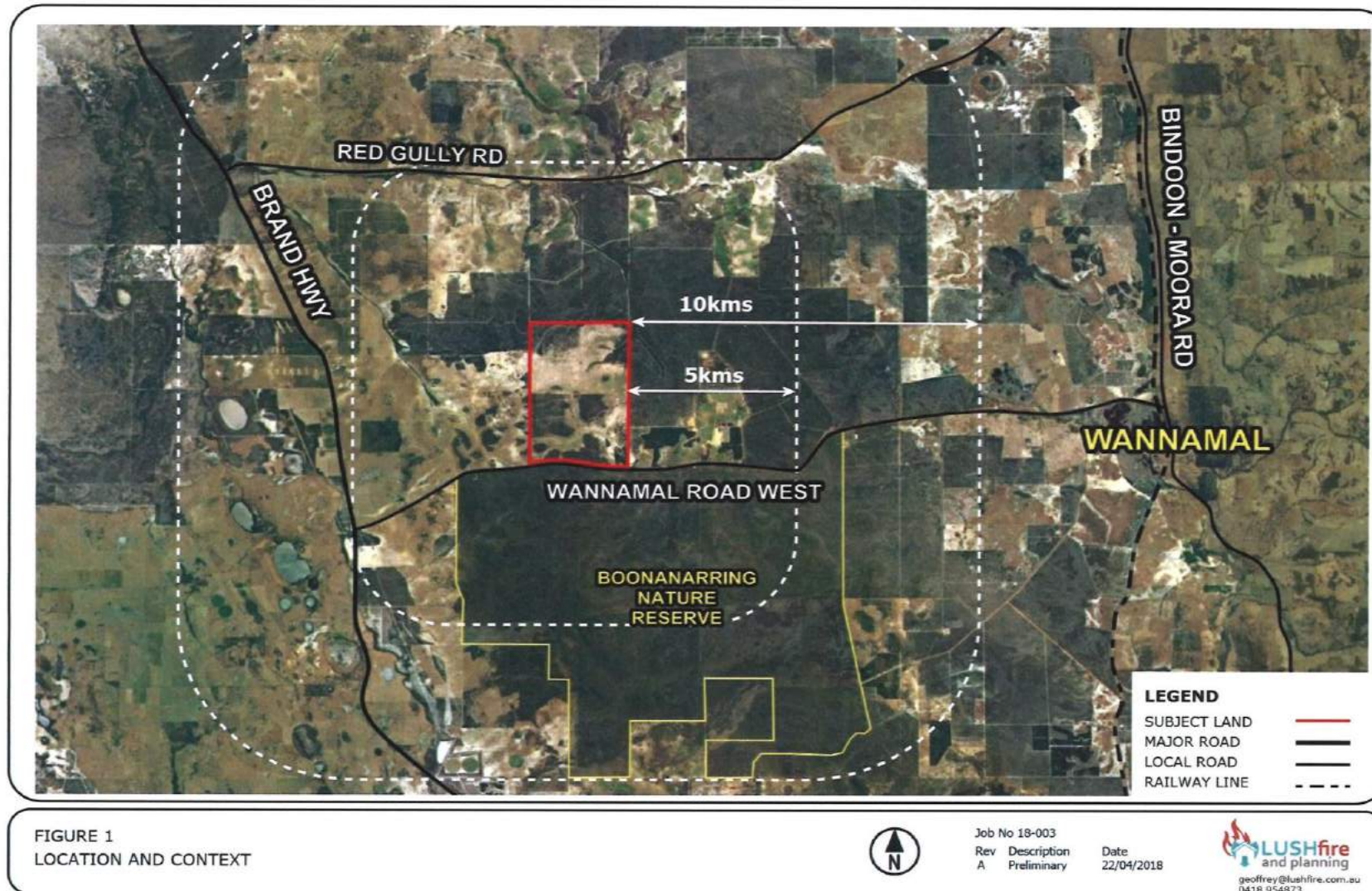
A Bushfire Survival Plan can help landowners make important decisions about what to do during a fire - like when to leave, what to take and what to do with animals. Further information regarding the preparation of a plan can be found at [www.areyouready.wa.gov.au](http://www.areyouready.wa.gov.au).

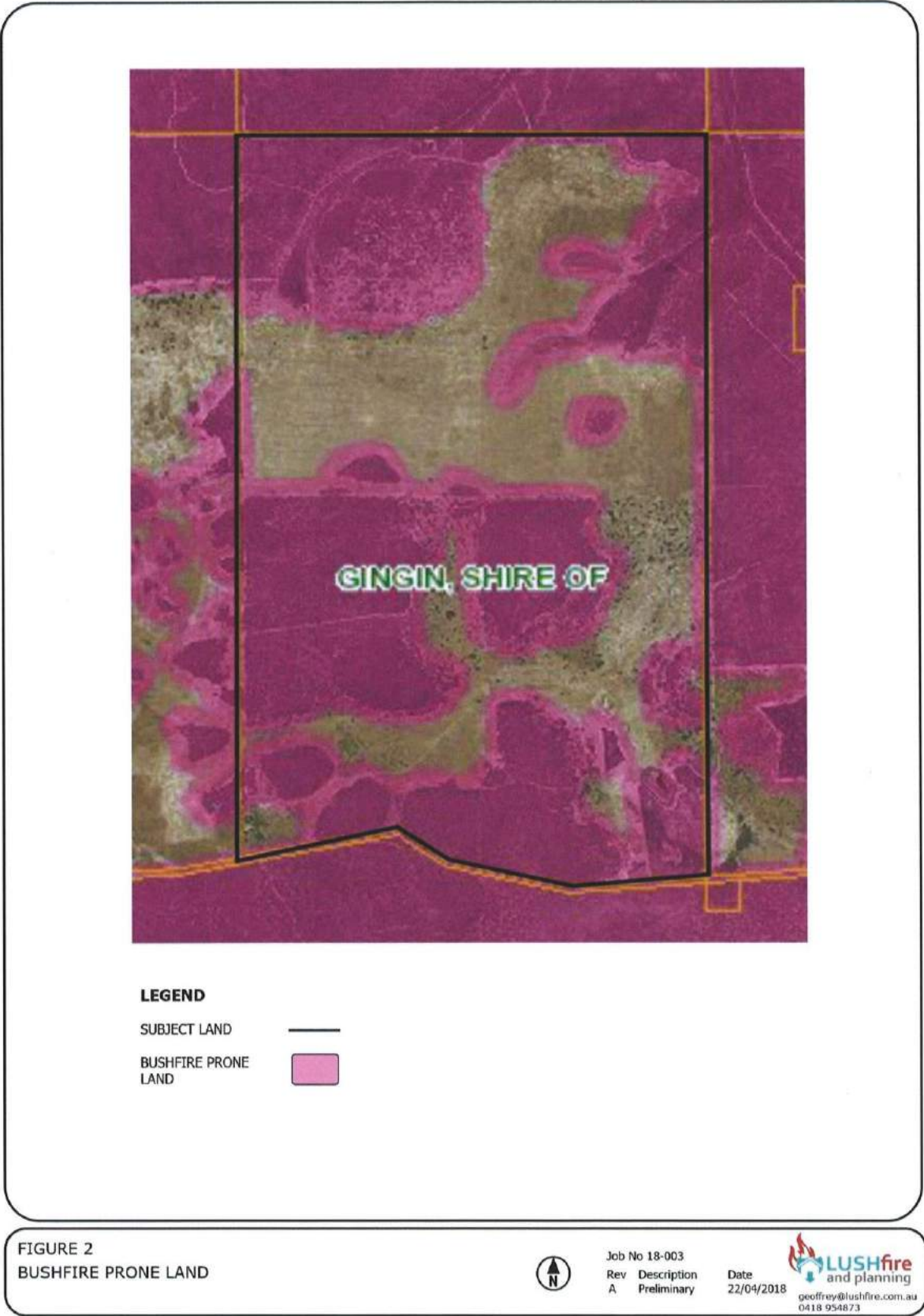
**Lot 5449 Wannamal Road West, Boonanarring****6.0 Responsibilities for the Implementation and Management of the Bushfire Measures**

The management of the risk posed by bushfires is a shared responsibility between landowners, government and industry. These responsibilities are summarised in Table 4 noting that they will apply to any future dwelling which may be constructed on either lot.

*Table 4 Implementation*

No	MANAGEMENT ACTION	TIMING
<b>1.0 Developer Prior to Issue of Titles</b>		
1.1	Preparing a notification be included on the certificate of titles advising that the land is subject to a Bushfire Management Plan.	Subdivision
<b>2.0 Developer Prior to Sale</b>		
2.1	Providing prospective purchasers with a copy of this BMP	Sale
<b>3.0 Landowner - Any future dwelling</b>		
3.1	Siting any future dwellings so as to have a maximum BAL-29 rating.	Future Dwelling construction
3.2	Undertaking a BAL assessment, where the dwelling is located on bushfire prone land.	Future Dwelling construction
3.3	Maintaining the vegetation within the BAL setback as an asset protection zone / low threat vegetation/low fuel zone as defined in Clause 2.2.3.2 of AS3959.	Future Dwelling construction
3.4	Where a driveway is more than 50m in length it shall be 4m wide with a 3.6m wide gate and a turnaround area suitable to a fire appliance provided within proximity to the dwelling.	Future Dwelling construction
3.5	Providing a 10,000L static water supply tank for firefighting with: a) A 50mm male camlock couplings with full flow valves; b) The fittings positioned at the base of the tank so that the total tank capacity is available for firefighting purposes at any time; c) An adequate hard standing access must also be provided adjacent to such connection/s and must be readily identifiable; and d) A nonelectric firefighting pump (normally 5.5hp) with sufficient hose to protect the dwelling and the surrounding low fuel zone.	Future Dwelling construction
<b>4.0 Landowner - Existing Dwellings</b>		
4.1	Providing and maintaining a 3m wide boundary firebreak on both lots.	Commencement of fire season
4.2	Providing a 20m wide asset protection zone around each dwelling.	Commencement of fire season
4.3	Undertaking regular maintenance of their property in preparation for the annual fire season.	Ongoing
4.4	Ensuring that all fire mitigation measures shall be completed by the date prescribed in Council's Firebreak Notice	Commencement of fire season
4.5	Preparation of a bushfire survival plan.	Commencement of fire season
<b>5.0 Local Government</b>		
5.1	Ensuring compliance with building and land use planning provisions.	Ongoing
5.2	Ensuring compliance with its annual Firebreak Notice.	Ongoing





### **11.3.3 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED TRAINING ACCOMMODATION FACILITY ON LOT 4229 INDIAN OCEAN DRIVE, NILGEN**

**FILE:** BLD/6930  
**APPLICANT:** DEPARTMENT OF DEFENCE  
**LOCATION:** LOT 4229 INDIAN OCEAN DRIVE, NILGEN  
**OWNER:** CROWN  
**ZONING:** PUBLIC USE – DEFENCE PURPOSES  
**WAPC NO:** N/A  
**AUTHOR:** JAMES BAYLISS – ACTING MANAGER STATUTORY PLANNING  
**REPORTING OFFICER:** KYLIE BACON – ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** NIL

#### **OFFICER INTEREST DECLARATION**

Nil

#### **PURPOSE**

To consider an Application for Development Approval for a proposed Training Accommodation Facility on Lot 4229 Indian Ocean Drive, Nilgen.

#### **BACKGROUND**

The subject site is located approximately 8 kilometres north of the Lancelin townsite and is currently used by the Department of Defence (DoD) for military training purposes. It should be noted the proposed facility will be used temporarily by defence personnel during training exercises and is not intended to be occupied full time.

The training facility consists of transportable buildings adapted to cater for the following:

- Sleeping quarters for up to ten personnel;
- Kitchen/mess hall; and
- Shower and ablutions (x3)

The transportable buildings have a wall height of 2.4 metres and a ridge height of 2.7 metres and are setback approximately 500 metres from the nearest boundary. The buildings are new and deemed to be aesthetically acceptable.

Council's consideration is required as Administration does not have delegated power to determine applications on Crown land.

A location plan and a copy of the applicant's proposal are attached as **Appendix 1**.

## COMMENT

### Community Consultation

The application was not advertised to adjoining landowners as the development is setback 500 metres from the nearest lot boundary and no impact to adjoining land is anticipated as a result of the development. This notwithstanding, the land to the south (nearest property boundary) is the Nilgen Nature Reserve that is not occupied.

### Planning Framework

#### Local Planning Scheme No. 9 (LPS 9)

The subject lot is zoned 'Public Use: Defence Purposes' under LPS 9. In accordance with Clause 2.5.2 of the scheme, "Use and Development of Local Reserves", the following is to be considered:

*"Clause 2.5.2*

*In determining an application for planning approval the local government is to have due regard to –*

- a) The matters set out in clause 67 of the deemed provisions; and*
- b) The ultimate purpose intended for the Reserve.*

#### Table 2 - Site Requirements (Setbacks)

The development is setback approximately 500 metres to the nearest property boundary which is to the south. The application complies with LPS 9 with respect to setbacks.

#### Planning and Development (Local Planning Scheme) Regulation 2015 (Deemed Provisions)

As per clause 2.5.2 of LPS 9, the application is to have due regard to the matters set out in Clause 67 of the deemed provisions which states:

*"In considering an application for development approval the local government is to have due regard to the following 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 relevant matters are outlined below:

*"In the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve"*

The subject lot is designated for 'Public Use – Defence Purposes'. The proposal is designed to cater for defence personnel during training exercises and is deemed to satisfy the intended purposes of the reserve.

*“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”*

Given the isolation of the development area the likely effect of the proposal is negligible. The facility cannot be viewed from adjoining properties nor will it have any impact on current or future use of adjoining land.

#### Public Works and Development by Public Authorities

The *Planning and Development Act 2005* under section 6, exempts a ‘public authority’ from requiring development approval under the relevant local planning scheme in cases where the development is considered to be ‘public works’ as defined within the *Public Works Act 1902*.

The DoD is considered to be a ‘department of the public service’ which constitutes a public authority, therefore enabling an exemption as outlined above. The proposed development does not however fit comfortably within the definition of what constitutes a ‘public work’ and therefore an exemption is not able to be applied in this instance.

#### State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being bushfire prone. The applicant submitted a bushfire attack level (BAL) assessment which designates a rating of BAL 29. The BAL rating is deemed to be acceptable.

Notwithstanding the above, the bushfire assessment has offered a solution to reduce the current BAL rating down to a 12.5, to minimise costs associated with modifying the transportable accommodation building as per AS3959 for a BAL 29. The solution suggested includes increasing the separation distance (by clearing vegetation) around the facility. Administration has no objection to this approach, subject to consent from the Department of Water and Environmental Regulation (DWER).

#### Conclusion

In summary, support for the proposed Training Accommodation Facility is recommended as it is consistent with the intent of the reserve and satisfies the relevant planning framework.

### **STATUTORY ENVIRONMENT**

*Planning and Development (Local Planning Scheme) Regulations 2015*

Schedule 2 – Deemed Provisions for Local Planning Schemes

Clause 67 – Matters to be considered by local government

*Local Planning Scheme No. 9*

Part 2 – Reserves

2.5 – Use and Development of Local Reserves

## State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)

### POLICY IMPLICATIONS

Nil

### BUDGET IMPLICATIONS

Nil

### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

<b>Focus Area</b>	<i>Infrastructure and Development</i>
<b>Objective</b>	<i>3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.</i>
<b>Outcome</b>	<i>3.1 Development new and existing developments meet the Shire's Strategic Objectives and Outcomes.</i>
<b>Priority</b>	<i>3.1.1 Support strategies that facilitate commercial development.</i>

### VOTING REQUIREMENTS – SIMPLE MAJORITY

#### RECOMMENDATION

It is recommended that Council, grant Development Approval for the proposed Training Accommodation Facility on Lot 4229 Indian Ocean Drive, Nilgen subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans and specifications unless otherwise conditioned by this approval.
2. This Approval is for a Training Accommodation Facility only as indicated on the approved plan.
3. The applicant is to comply with the bushfire attack level (BAL) assessment prepared by Modus Compliance Pty Ltd dated 14 August 2017 at either BAL 29 or undertake remedial works, subject to receiving the appropriate clearing permit, to implement the 'Target BAL 12.5'.

#### ADVICE NOTES:

Note 1: If you are aggrieved with 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 will be required to submit working drawings and specification to comply with the requirements of the *Building Act 2011* and *Building Regulations 2012* and the *Public Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 5: The applicant/landowner is advised to refer to the requirements of the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974*.
- Note 6: Any noise generated from the training facility is not to exceed the levels as set out under the *Environmental Protection (Noise) Regulations 1997*.
- Note 7: Please contact the Department of Water and Environmental Regulation (DWER) with respect to a clearing permit to remove or alter existing native vegetation on the subject property.

## RESOLUTION

**Moved Councillor Elgin, seconded Councillor Peczka that Council, grant Development Approval for the proposed Training Accommodation Facility on Lot 4229 Indian Ocean Drive, Nilgen subject to the following conditions:**

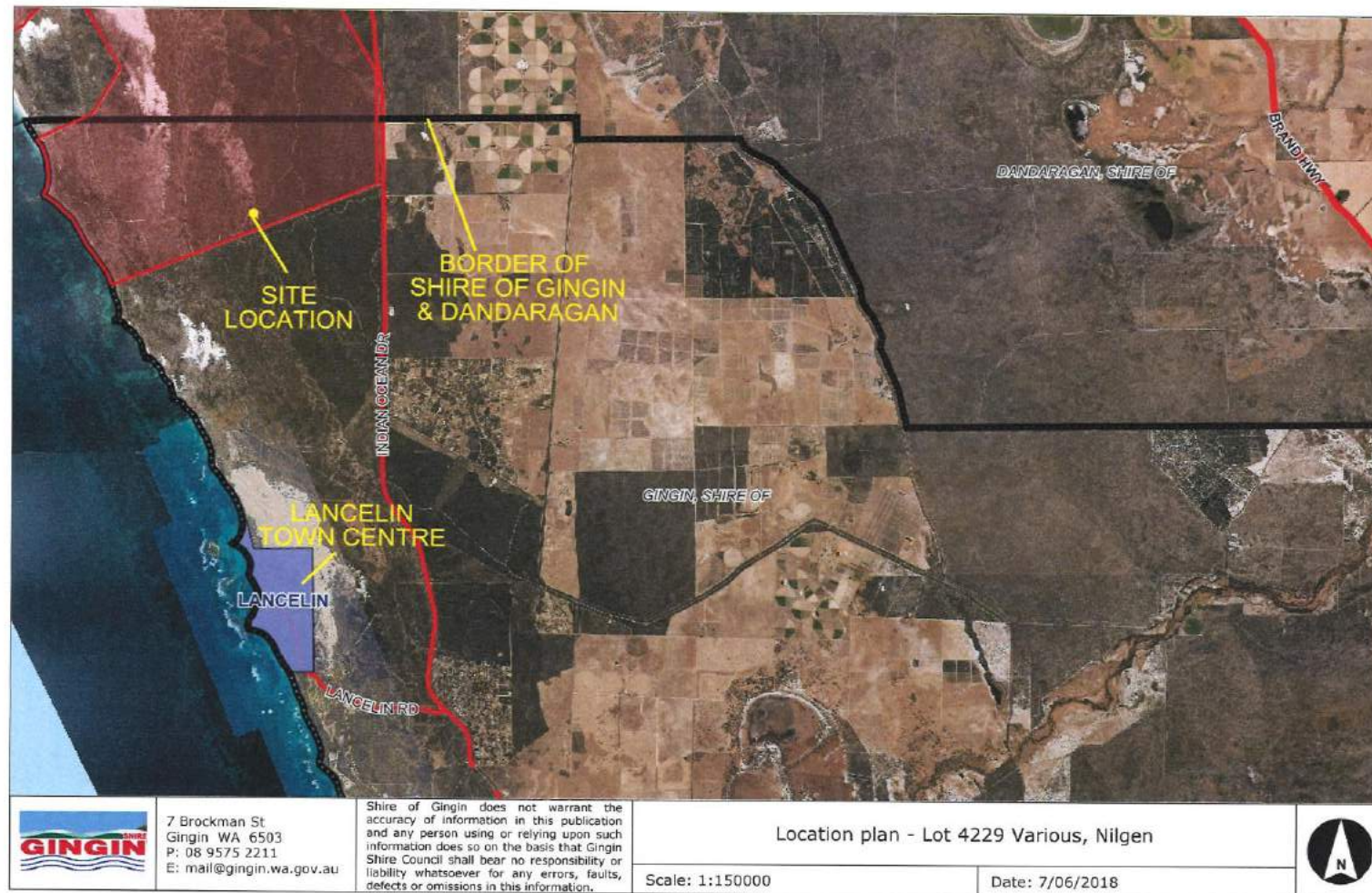
- 1. The land use and development shall be in accordance with the approved plans and specifications unless otherwise conditioned by this approval.**
- 2. This Approval is for a Training Accommodation Facility only as indicated on the approved plan.**
- 3. The applicant is to comply with the bushfire attack level (BAL) assessment prepared by Modus Compliance Pty Ltd dated 14 August 2017 at either BAL 29 or undertake remedial works, subject to receiving the appropriate clearing permit, to implement the 'Target BAL 12.5'.**

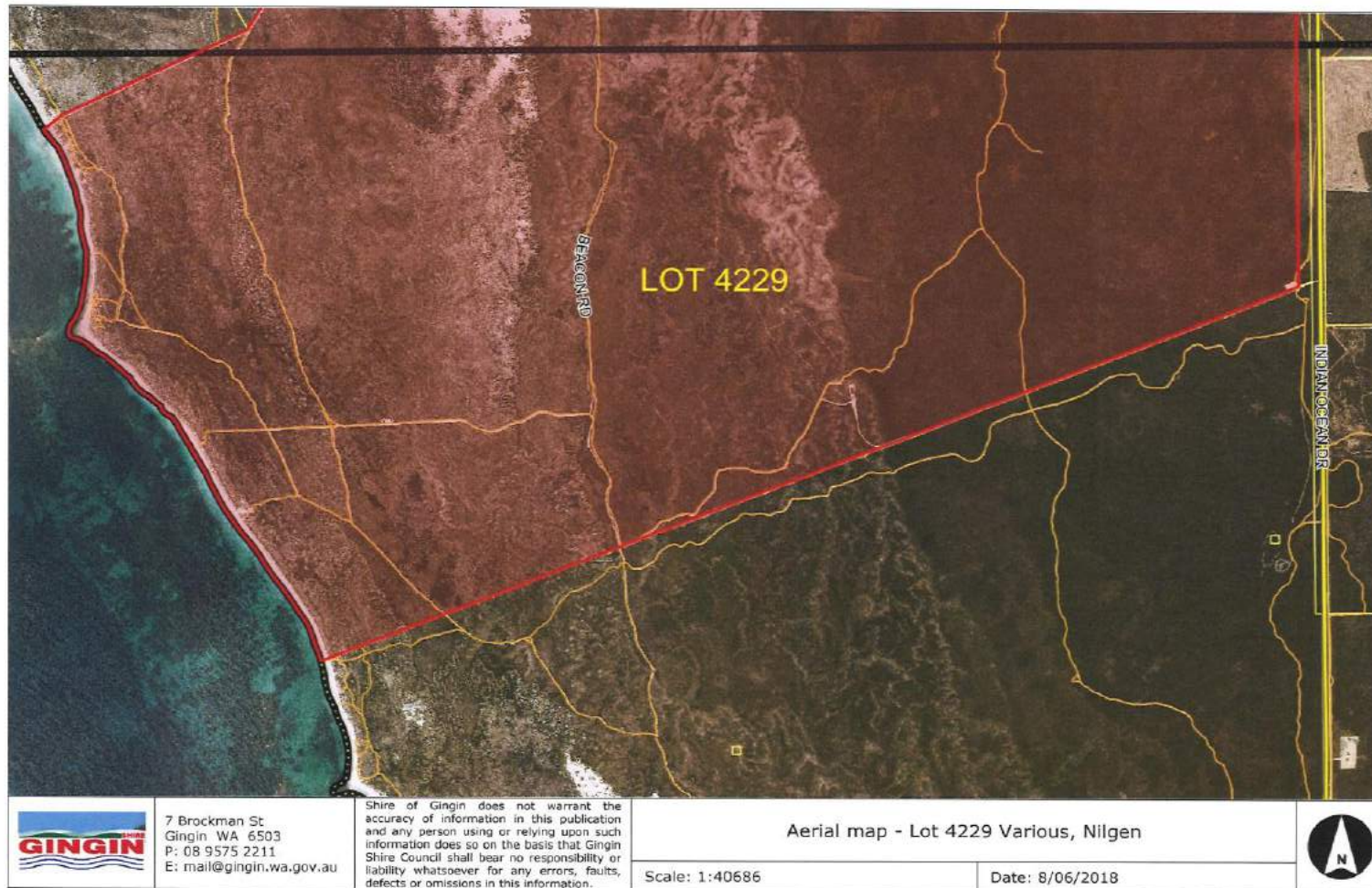
**ADVICE NOTES:**

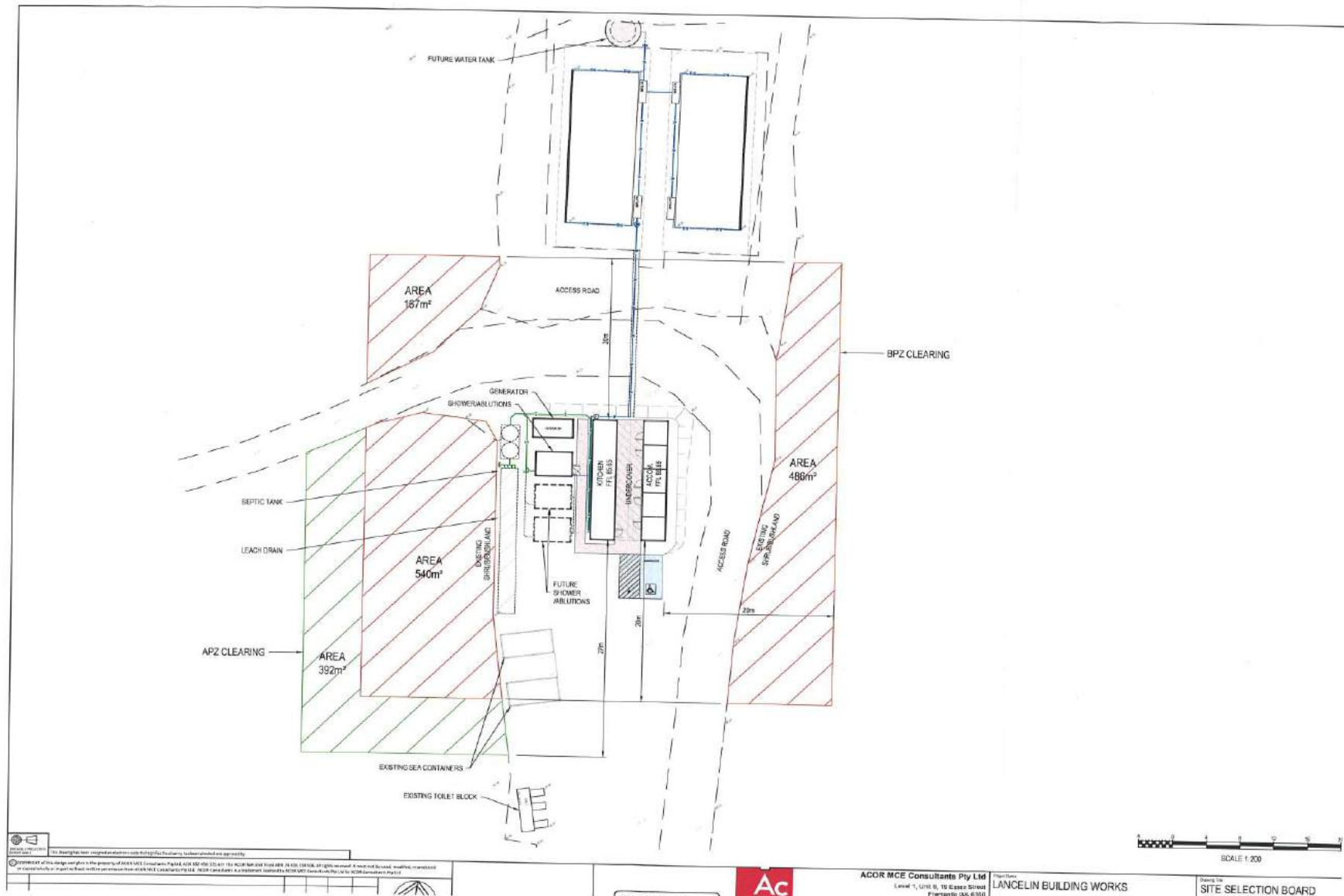
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- Note 3:** Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 4:** Further to this Approval, the Applicant will be required to submit working drawings and specification to comply with the requirements of the *Building Act 2011* and *Building Regulations 2012* and the *Public Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 5:** The applicant/landowner is advised to refer to the requirements of the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974*.
- Note 6:** Any noise generated from the training facility is not to exceed the levels as set out under the *Environmental Protection (Noise) Regulations 1997*.
- Note 7:** Please contact the Department of Water and Environmental Regulation (DWER) with respect to a clearing permit to remove or alter existing native vegetation on the subject property.

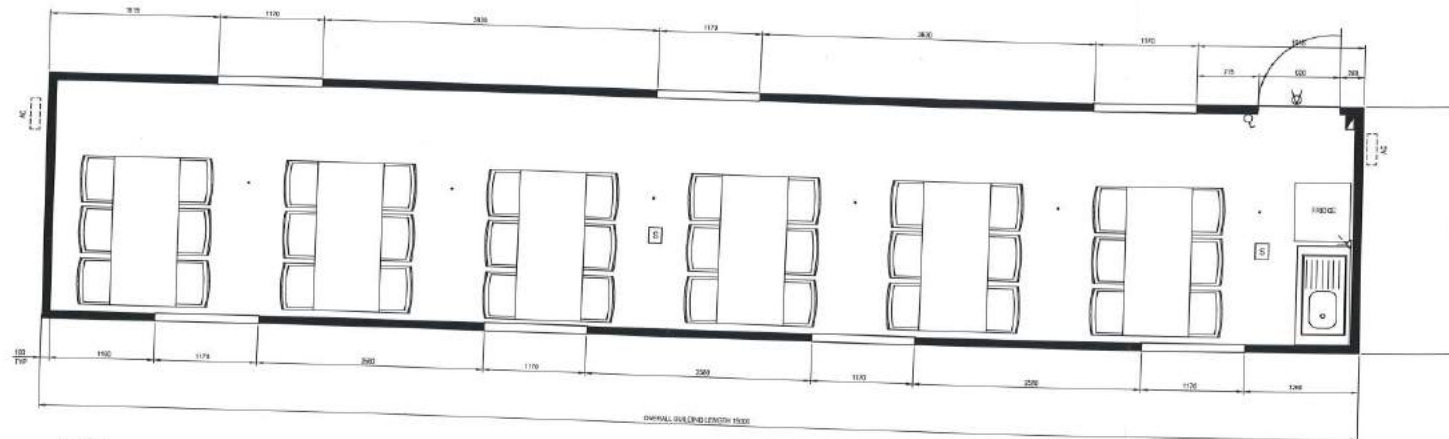
**CARRIED UNANIMOUSLY**

**APPENDIX 1**









# LEGEND

- FUTURE AC
- CIRCUIT BREAKER
- DOUBLE DOOR
- LIGHT SWITCH
- LIGHT
- EXTERNAL LIGHT
- SMOKE DETECTOR

# FLOORPLAN

- NOTE:
- FLOORING DETAILS AS PER BUILDING & PLUMBING DRAWINGS, INTERIORS & FINISHES TO BE APPROVED PRIOR TO MANUFACTURING.
  - ACCESS - FLOORING & TO BE DELETED IF COMPLETED.

This drawing is the property of the client and is not to be used for any other purpose without the written consent of the client.

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR TENDER	18/06/2018	AC	

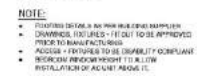


ACOR MCE Consultants Pty Ltd  
Level 1, Unit 8, 180000 Road

Project: LANCELIN BUILDING WORKS

Client: LANCELIN BUILDING WORKS

TENDER 166  
NOT FOR CONSTRUCTION





## **MODUS Compliance Pty Ltd**

### **BUSHFIRE ATTACK LEVEL (BAL) ASSESSMENT**

Address:

Lancelin Defence Training Area (LDTA)  
Firing Point Alpha, Lancelin, WA 6044

Ref:

C17-0065

Date:

14 August 2017



C17-0065 – Firing Point Alpha, Lancelin

## DISCLAIMER AND LIMITATION

AS 3959-2009 Methodology One (1) was used for the determination of the assessment. It is expressly stated that MODUS and the writer do not guarantee that if such standards are complied with or if a property owner exercises prudence, that a building or property will not be damaged or that lives will not be lost in a bush fire.

The measures contained in this Bushfire Attack Level [BAL] Assessment are minimum standards and they do not guarantee that a building will not be damaged in a bushfire. This is substantially due to the unpredictable nature and behaviour of fire and extreme weather conditions. Additionally, the achievement of and level of implementation of bushfire management measures will depend, among other things, on the actions of the landowners or occupiers over which MODUS Compliance Pty Ltd [MODUS] has no control.

All surveys, forecasts, projections and recommendations made in this assessment associated with the proposal are made in good faith based on information available to MODUS at the time.

Notwithstanding anything contained therein, MODUS will not, as the law may require, be liable for any loss or other consequences (whether due to the negligence of their consultants, their servants or agents) arising out of the services provided by their consultants.

This report is valid for a period of **ONE year** only from the date of its issue.

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## DOCUMENT DETAILS

### The Site

#### Address

Lancelin Defence Training Area (LDTA)

#### Local Authority

Shire of Dandaragan/ Shire of Gin Gin

### Location Plan



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**Site Plan**



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**Prepared by:** Stephen Jones, Level 1 Building Surveyor, Cert. No, 223

**Version:** 2.0

**Date of issue:** 15 August 2017

**Steve Jones**

**General Manager**

WA Registered Building Practitioner – Level 1 Building Surveyor #223

Fire Protection Association Australia [FPA] Bushfire Attack Level Assessor: Certificate No. 13677

In signing the above, I declare the report is true and accurate to the best of my knowledge at the time of issue.

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## EXECUTIVE SUMMARY

MODUS, was engaged by the proponent to prepare this Bushfire Attack Level (BAL) Assessment for the proposed single storey transportable accommodation building. The building works are subject to a Certificate of Design Compliance [CDC] to be issued by MODUS Compliance.

Furthermore, the client is proposing to install a transportable mess facility [kitchen/diner] and ablution facility to support the proposed accommodation building, these buildings are not subject to a BAL assessment.

The BAL assessment was carried out in accordance with AS 3959-2009 Simplified Procedure (Method 1).

The main conclusions of the report are:

### 1. Single storey transportable accommodation building

The maximum radiant heat impact applicable to the proposed dwelling is greater than  $>19\text{kW/m}^2$  to  $\leq 29\text{kW/m}^2$ , which is equivalent to BAL 29.

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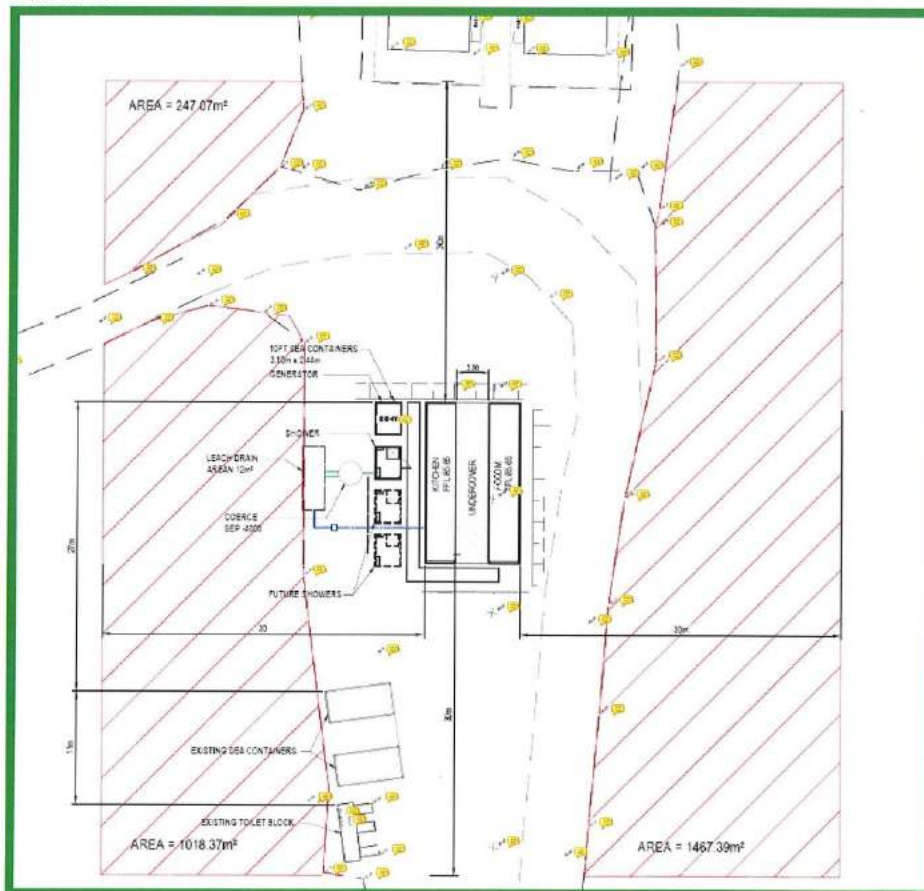
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## 1.0 Introduction

### 1.1 Subject site and purpose of report

MODUS was engaged by the proponent to undertake a Bushfire Attack Level (BAL) Assessment to support a Certificate of Design Compliance [CDC] for the proposed single storey training facility, which comprises of accommodation, kitchen/ diner and ablution facilities.

#### Site Plan



The purpose of this BAL Assessment is to:

1. Identify the BAL rating to the classified vegetation within 100 metres of the transportable accommodation building.



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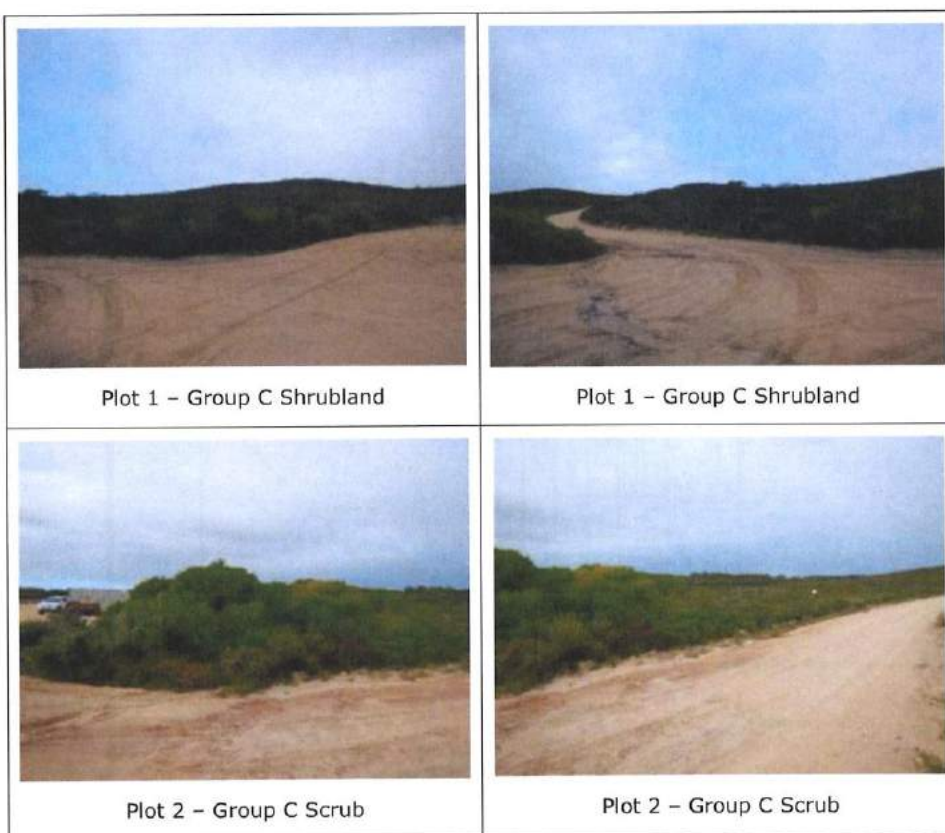
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## 2.0 BAL Assessment

### 2.1 Vegetation classification

The site was inspected on the 03 August 2017 and all vegetation was identified within 100 metres of the transportable accommodation building and was classified in accordance with Clause 2.2.3 of AS3959-2009. Each distinguishable vegetation plot with the potential to determine the Bushfire Attack Level is identified below.

### 2.2 Vegetation plot photos



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Plot 3 – Group C Shrubland



Plot 11 – Group C Shrubland



Plot 4 – Group C Shrubland

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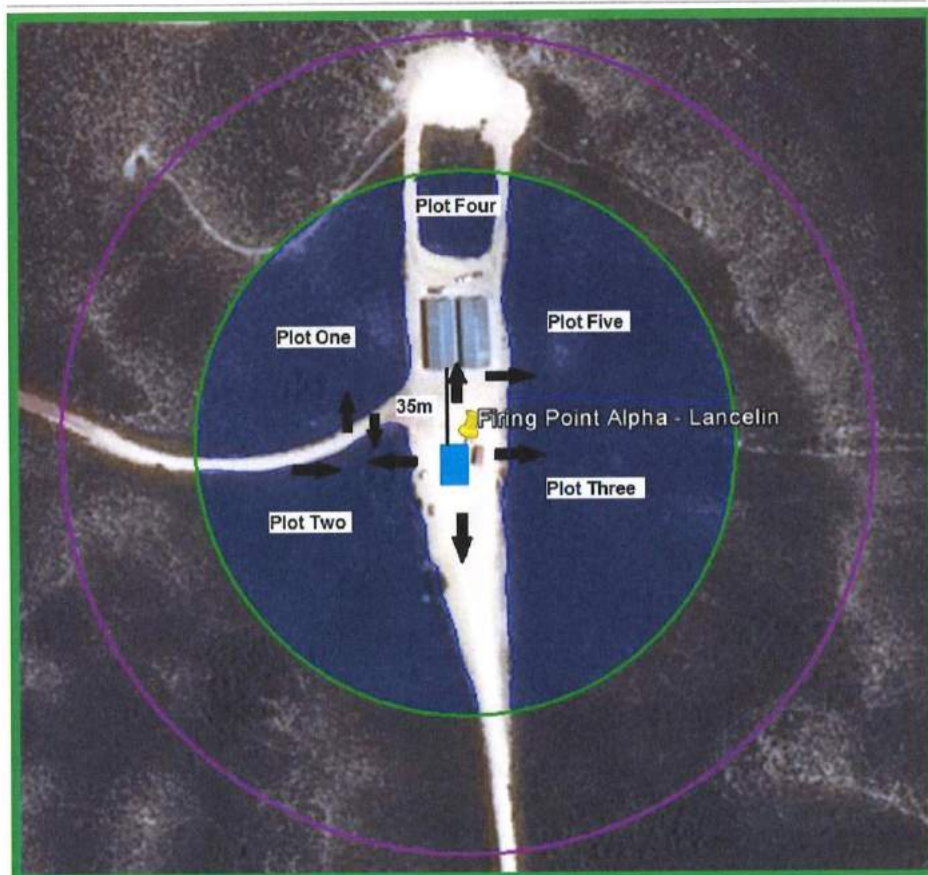


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### 2.3 BAL analysis

The location and extent of AS3959 vegetation structures, including low fuel areas, within 100 metres of the site and illustrated in the photos in Section 2.3. All bushfire structures and fuel loads are assessed in their mature states (including revegetation and rehabilitation areas) unless otherwise identified.

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## 2.4 Relevant Fire Danger Index

The fire danger index for this site has been determined in accordance with Table 2.1 or otherwise determined in accordance with a jurisdictional variation applicable to the site.

Fire Danger Index			
FDI 40 <input type="checkbox"/> Table 2.4.5	FDI 50 <input type="checkbox"/> Table 2.4.4	FDI 80 <input checked="" type="checkbox"/> Table 2.4.3	FDI 100 <input type="checkbox"/> Table 2.4.2

## 2.5 Potential Bushfire Impacts

The potential bushfire impact to the site/ proposed development from each of the identified vegetation plots are identified below.

Plot	Vegetation Classification	Effective Slope	Separation	BAL
Plot 1	Group C Shrubland	90m @ 6.0° upslope	21.4m	BAL 12.5
<b>Plot 2</b>	<b>Group C Scrub</b>	<b>86m @ 1.0° upslope</b>	<b>13.5m</b>	<b>BAL 29</b>
Plot 3	Group C Shrubland	85m @ 3.6° upslope	14.8m	BAL 19
Plot 4	Group C Shrubland	105m @ 4.6° upslope	62m	BAL 12.5
Plot 5	Group C Shrubland	83m @ 5.2° upslope	16.8m	BAL 19

**Table 1: BAL Analysis**

## 2.6 Determined Bushfire Attack Level (BAL)

The Determined Bushfire Attack Level (highest BAL) for the site / proposed development has been determined in accordance with clause 2.2.6 of AS3959-2009 using the above analysis.

<b>Determined Bushfire Attack Level</b>	<b>BAL 29</b>
-----------------------------------------	---------------



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## 2.7 Adjacent Structures

Where any garage, carport or similar roofed structure [undercover area] is not attached to a building required to comply with this standard, the entire garage, carport or similar roofed structure on the allotment shall comply with the construction requirements of AS3959 – 2009.

There are a number of options available, however as the covered area is assumed to be free standing, non-combustible construction, non-combustible roof sheeting on a concrete slab or raised natural ground level, there are no specific requirements to be met, as the accommodation building will meet all of the requirements of AS3959 – 2009.

## 2.8 Target Bushfire Attack Level (BAL)

Proposing a Target BAL is not a required component of a BAL assessment but is provided as a decision aid – for both the landowner and the Local Government – with respect to moving the building application process forward in the best interests of all parties. It achieves this by limiting the number of times re-submitting an application might be required.

MODUS Compliance presents a 'Target' BAL to the landowner in the situation where:

1. A Bushfire Attack Level (BAL) assessment has been carried out and determined BAL 29 and the client wants to reduce the BAL rating.
2. The assessor has determined that a lower BAL rating is achievable within the lot boundary and appropriate in this specific situation.

Having the building works assessed as being subject to a BAL 29 have the following implications:

1. The owner will incur additional costs to provide upgrades to the proposed building to construct to the standard required by BAL 29 will be significantly higher than constructing to a lower BAL.

## 2.9 The 'Target' Bushfire Attack Level for the proposed building

For the BAL to be reduced there are two options available:

1. Relocate the building from the classified vegetation; or
2. Create a separation distance from the classified vegetation from Plot two, three and five.



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The separation distances required to achieve BAL 12.5 are presented in the following table. These have been determined using Method 1 and FDI 80 in accordance with the Australian Standard AS3959 – 2009 Construction of Buildings in Bush Fire Prone Areas s2.2.6.

The additional separation distance required to achieve compliance is shown below:

Plot	Vegetation Classification	Effective Slope	Separation (m)	BAL
Plot 2	Group C Scrub	86m @ 1.0 <sup>0</sup> upslope	[27m]	BAL 12.5
Plot 3	Group C Shrubland	85m @ 3.6 <sup>0</sup> upslope	[19m]	BAL 12.5
Plot 5	Group C Shrubland	83m @ 5.2 <sup>0</sup> upslope	[19m]	BAL 12.5

**Table 2: Target BAL**

If approval to remove vegetation is obtained from the Local Government you will require Modus Compliance to re-visit the site to confirm that the required separation distances have been achieved and take the required photographic evidence. This information will be recorded in a BAL Compliance Report and the BAL Certificate can then be issued stating the new determined BAL.

## 2.10 Maintenance of the Determined BAL

To maintain the achieved 'Target' BAL rating into the future, the area of land representing the above minimum separation distances must be maintained as either a non-vegetated area or as low threat vegetation managed in a minimal fuel condition as per AS 3959-2009 S2.2.3.2 (e) and (f). A minimal fuel condition is stated in the standard as meaning "there is insufficient fuel available to significantly increase the severity of the bushfire attack" and being "recognisable as short cropped grass for example to nominal height of 100mm."

It is the responsibility of the landowner to maintain the bushfire protection measures on their property. This includes the vegetation separation distance, asset protection and hazard separation zones and compliance with the Local Government's annual firebreak notice issued under S33 of the Bushfires Act 1954.

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### 3.0 Bushfire Attack Levels Explained

A Bushfire Attack Level (BAL) assessment is a means of measuring the severity of a building's potential exposure to ember attack, radiant heat and direct flame contact in a bushfire event, and thereby determining the construction measures required for the dwelling.

The methodology used for the determination of the BAL rating, and the subsequent building construction standards, are directly referenced from Australian Standard AS3959:2009 *Construction of buildings in bushfire prone areas*.

The BAL rating is determined through identification and assessment of the following parameters;

- Fire Danger Index (FDI) rating; assumed to be **FDI-80** for WA,
- All classified vegetation **within 100m** of the subject building,
- Separation distance between the building and the classified vegetation source/s, and
- Slope of the land under the classified vegetation.

AS3959:2009 has six (6) levels of BAL, based on the radiant heat flux exposure to the building, and identifies the relevant sections for building construction, as detailed below;

Bushfire Attack Level (BAL)	Classified vegetation within 100m of the site and heat flux exposure thresholds	Description of predicted bushfire attack and levels of exposure	Construction Section AS3959
<b>BAL LOW</b>	See clause 2.2.3.2	There is insufficient risk to warrant specific construction requirements	4
<b>BAL 12.5</b>	$\leq 12.5\text{ kW/m}^2$	Ember attack	3 & 5
<b>BAL 19</b>	$>12.5\text{ kW/m}^2$ to $\leq 19\text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 & 6
<b>BAL 29</b>	$>19\text{ kW/m}^2$ to $\leq 29\text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 & 7
<b>BAL 40</b>	$>29\text{ kW/m}^2$ to $\leq 40\text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux with the increasing likelihood of exposure to flames	3 & 8
<b>BAL FZ</b>	$>40\text{ kW/m}^2$	Direct exposure to flames from fire front in addition to heat flux and ember attack	3 & 9



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**11.3.4 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED USE NOT LISTED AGED PERSONS ACCOMMODATION (ECO LIFESTYLE VILLAGE) ON LOT 11 (25) OLD MOOLIBEENEE ROAD, GINGIN**

**FILE:** BLD/6903  
**APPLICANT:** H & H DEVELOPMENT ENTERPRISES PTY LTD  
**LOCATION:** LOT 11 OLD MOOLIBEENEE ROAD, GINGIN  
**OWNER:** SANVIDEL PTY LTD  
**ZONING:** GENERAL RURAL  
**WAPC NO:** N/A  
**REPORTING OFFICER:** KYLIE BACON – ACTING EXECUTIVE MANAGER  
PLANNING AND DEVELOPMENT  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** NIL

<b>ADDENDUM – ORDINARY MEETING OF COUNCIL – 19 JUNE 2018</b>
--------------------------------------------------------------

**Additional Information:**

The following is provided for Council's information and should be read as part of the Planning Assessment.

**Local Planning Policy 5.3 Gingin Townsite Expansion**

*This Policy applies to the area depicted on the Gingin Town Expansion Plan. The subject lot has been identified in both the Shire of Gingin's Local Planning Strategy and Gingin Townsite and Rural Surrounds Structure Plan as an area for urban expansion.*

*The proposal achieves the objective of LPP 5.3 in that enables lifestyle choices through providing the opportunity for a range of Residential Lot sizes and housing choice, especially for those wanting to age in place.*

This information will be included in the Minutes of the meeting, but has no effect on the Officer's recommendation.

**OFFICER INTEREST DECLARATION**

Nil

**PURPOSE**

To consider an Application for Development Approval for a proposed Use Not Listed Eco Lifestyle Village for residents aged 45 years and over on Lot 11 (25) Old Moolibeen Road, Gingin.

## BACKGROUND

The subject lot is approximately 10.46 hectares in area, is vacant land zoned General Rural under the Shire of Gingin's Local Planning Scheme No. 9 (LPS 9) and is located within the Gingin townsite.

The subject lot is bounded by residential zoned land to the north and a portion of the western boundary and general rural zoned land to all its remaining boundaries.

LPS 9 clause 4.8.6.9 states that the *Local Government may, at its discretion, permit land uses 'retirement village and 'aged persons accommodation' in the General Rural zone, but only within the Gingin townsite (as defined by the suburb boundary), and subject to appropriate zoning of the site at a later stage.*

As already mentioned above, the subject lot is within the Gingin townsite. The proposal can be best described as a 45 years and over Eco Lifestyle Village which includes the ancillary facilities described below.

The proposal consists of the following:

- 120 sites to accommodate persons (45 and over) being developed over eight stages;
- Built form approval for the proposed modular homes in stages 1 and 2 (36 dwellings in total.)
- Club House being developed as part of stage 2;
- Small Recycling Centre;
- Residents' Workshop; and
- Caravan/Boat Parking.

The proposed Eco Lifestyle Village (for those aged 45 years and over) is not considered to be defined as a 'retirement village and aged persons accommodation' as per the LPS 9 definition. Therefore, pursuant to clause 3.4.2 of LPS 9 the proposal is being assessed as a Use Not Listed. This will be further addressed in the Comment section below.

The applicant is proposing to construct an Eco Lifestyle Village for residents aged 45 years and over that as already mentioned will involve the construction of 120 modular dwellings along with parklands, clubhouse amenities incorporating entertaining area with stage, community kitchen/café, fitness equipment, swimming pool and spa, lounge and fireside area, multifunction room/pool and billiards room and an expansive open deck area.

Furthermore, a residents' workshop, caravan/boat parking facilities and a small on-site residents' recycling centre are accessed via a bituminised internal road network. The proponent would assume all responsibility for managing and maintaining all aspects of the development including the roads and parkland areas.

The dwellings will be constructed taking into consideration the contours of the land and measures will be taken to minimise earthworks. Where retaining is required, it will be provided through the base of the home (i.e. placed on a concrete slab). Once constructed, houses will be leased to people aged 45 years and over based on a lease model and will not be subdivided into individual lots.

The development is proposed to occur in eight stages as detailed on the staging plan. Stages 1 and 2 will involve the construction of an entry access road, 36 dwellings, clubhouse and development of the parklands. The remaining stages would be constructed over a longer period of time, depending on demand. Further development approval(s) will be required for the dwellings in Stage 3 onwards.

The Applicant's original proposal submitted was for aged persons' accommodation for individuals aged 55 years and over. However, a 55 years aged restriction can potentially require the development to be considered under the *Retirement Villages Act 1992*, meaning that occupants would not be entitled to rental assistance.

In order for the proposal to be inclusive for all of the community in providing alternative housing choices and to allow for people to age in place, an eco lifestyle village for residents aged 45 years and over offers more flexibility while still achieving the same outcomes as the original aged persons' accommodation proposal. Statistics show from other lifestyle villages show that the average age of residents is 60 years and over.

A location plan and copy of the applicant's proposal, and the Staging Plan, are attached as **Appendix 1** and **Appendix 2** respectively.

## COMMENT

### Community Consultation

The application was advertised to surrounding landowners and the wider community on two occasions.

The first occasion was for the Applicant's original proposal for a proposed aged persons' accommodation (55 years and over). This was advertised for a period of 14 days where the surrounding landowners were written to and a sign placed on site.

The application was subsequently amended to facilitate a lifestyle village to accommodate residents that are aged 45 years and over. This was advertised to surrounding landowners, a sign placed on site and signs placed on the Council's notice boards for a period of 21 days.

Both proposals were advertised in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015*.

Seven submissions were received with respect to the proposed aged persons' accommodation for 55s and over four objecting to the proposal and three providing a general comment. A copy of the Schedule of Submissions and Recommended Responses for this proposal has been included as **Appendix 3**.

With respect to the amended proposal for an eco-lifestyle village for persons aged 45 years and over, three submissions were received, with one objecting, one supporting and one providing a general comment. A copy of the Schedule of Submissions and Recommended Responses for this proposal has been included as **Appendix 4**.

## **PLANNING ASSESSMENT**

### **Local Planning Scheme No. 9 (LPS 9)**

The subject land is zoned General Rural under LPS 9, the objectives of which 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 water course 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.*

The subject lot has been earmarked in the Shire of Gingin's Local Planning Strategy as a potential site for future urban development. Furthermore, as already discussed above, LPS 9 clause 4.8.6.9 allows, at the local government's discretion, development for either aged persons' accommodation or retirement village.

The definition of 'Aged Persons' Accommodation' as defined in LPS 9 states:

*Means a building or group of buildings used primarily for aged persons and may include a hostel and/or nursing home.*

The Residential Design Codes of Western Australia (R Codes) define an Aged Person as 'a person who is aged 55 years or over'.

The definition of 'Retirement Village' as defined in LPS 9 states:

*Means any land or buildings used to accommodate retirees, together with ancillary facilities, but does not include a "Park Home Park".*

The proposal is considered not to meet the definition of either aged persons accommodation or retirement village. It is being assessed as a use not listed for the purposes of an Eco Lifestyle Village for persons aged 45 years and over with the ancillary amenities are for the predominant use of residents.

### Use Not Listed

Clause 3.4.2 of LPS 9 provides the following requirements for a use not listed development:

*3.4.2 If a person proposes to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus of activity of any other use category the local government may –*

- a) Determine that the use is consistent with the objectives of the particular zone and is therefore permitted;*
- b) Determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of clause 64 of the deemed provisions in considering an application for planning approval; or*
- c) Determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.*

It is considered the Eco Lifestyle Village facilitates a similar land use outcome as an aged person's accommodation development with the exception of the higher age restrictions for the residents. This proposal permits residents aged 45 years and over whereas aged persons must be aged 55 years and over.

The proposal is considered to meet the intent of LPS 9 clause 4.8.6.9 as outlined in the development standards for the General Rural zone. An eco lifestyle village for residents aged 45 years and over achieves the same outcomes as the original aged persons' accommodation proposal.

Therefore, the proposal upholds the objectives of LPS 9 and the Shire's Local Planning Strategy for General Rural zone land within the Gingin townsite.

### Waste Management

The proponent has designed the eco lifestyle village with the aim of reducing the carbon footprint by focusing on reducing water, energy use and household waste. The development would be connected to the main power and water supply network.

#### Household Waste:

The applicant has advised the following regarding the provision for household waste management:

*'in addition to the recycling centre, which I am confident can reduce waste to landfill from this village by up to 75%, the project will contain common area waste stations on each street, which can be emptied by the local authority waste management vehicles. The road layout of the village, which has no cul-de-sacs, ensures the easy movement of trucks around the loop roads'.*

There will be a concerted effort to minimise waste to landfill by recycling as much as possible via a designated recycling centre, a building that will enable efficient streaming of non-organic waste – plastic, glass, tin, aluminium, paper and cardboard.

In the event that Council approves the proposal, the applicant will be required to submit a waste management plan addressing in detail how waste is to be managed onsite, including plans outlining the built form of the proposed recycling centre to be approved to the satisfaction of the Shire of Gingin.

#### On-Site Effluent:

The proposed development would not be connected to deep sewer, instead utilising ATU units to treat waste water which could then be utilised for the landscaped areas. It should be noted the proponent will be required to obtain the necessary approvals for the ATUs from the Department of Health.

#### Car Parking and Traffic

Clause 4.7.2.5 of LPS 9 states:

*'Where there is a use of land referred to in the Zoning Table (Table 1) for which no provision is made in respect of car parking spaces in Table 3, the car parking spaces required for that use of land shall be as determined by local government'*

Car parking for the project is provided in a number of ways:

- There are 17 bays provided at the clubhouse and visible from the site entry. These will be ample to provide for casual visitors to the site or for people who may have business with the village management. This will also provide bays for village residents who will collect their mail from the central facility.
- There are 24 bays for storing boats and caravans located in the north western corner with reciprocal parking for residents using the residents' workshop and dropping off recycling.
- Visitors to residents' homes will be able to park adjacent to the home, either on the driveways to carports and garages, or parallel parking on the road curtilage. These elements will be illustrated in the detailed design work produced following approval of the Development Application.
- Resident parking will be provided for onsite via carports accommodating one to two parking bays per dwelling.

It is considered that the proposed number of parking bays being provided is sufficient to accommodate the proposal. Furthermore, there is sufficient space on the site should a need for additional car parking facilities be identified.

### Access Roads

Primary and secondary access to the site will be via Old Mooliabeenee Road. This road is already bituminised. It has adequate width of 7.4m and does not require any further widening to accommodate the additional traffic generated by the proposed development.

Although the current road surface of Old Mooliabeenee Road is in good condition, it would be prudent to consider requiring the developer to install a disabled access pathway (2.5m wide concrete path) on the south side of Old Mooliabeenee Road from the proposed main access to the western extent of Lot 11.

This length of path may be approximately (subject to detailed design) 200m from the proposed main access to the western boundary of Lot 11. To facilitate the installation of a pathway the road would need to be kerbed, drained and filled, similar to the existing standard west of Lot 11. The Shire may look at installing a dual use pathway on Old Mooliabeenee Road to link to the existing pathway network on Weld Street (i.e. between the western boundary of Lot 11 and Weld Street). The installation of the pathway would link the residents of Lot 11 to the amenities provided within the Gingin town site and is identified in the Shire's 10 year pathway program.

Consideration should also be given to the internal roadways being kerbed (negates open drains and culvert crossings) due to soil type and permeability as identified in geotechnical results in the report.

In the event that Council approves the proposal, a condition of the planning approval will require the applicant to submit a Traffic Impact Assessment and a Stormwater Management Plan, to be approved to the satisfaction of the Shire of Gingin prior to site works commencing.

### Site Levels/Fill

The dwellings and ancillary buildings are to respect and respond to the natural contours of the site to avoid excessive cut/fill and retaining. The applicant has advised that retaining is to be kept within 500mm above natural ground level with cut and fill limited accordingly. Terracing to garden or outdoor living areas is similarly to be a maximum of 500mm high, with stone pitched banks in preference to retaining walls.

### Rural Fencing

Clause 4.8.6.5 of LPS 9 states *fencing shall conform to the standard of rural fencing in the district, and the use of solid panel fenceings except in the immediate vicinity of the residence will only be permitted with the approval of local government.*

The proposal has stated that fencing will be rural style with open wire and posts. This type of fencing is considered to comply with the above clause.

### Servicing

Any additional servicing requirements will be the landowner's responsibility.

### State Planning Policy 3.7 Planning in Bushfire Prone Areas

The subject lot is not located within a Bushfire Prone Area.

### Summary

The proposed Eco Lifestyle Village will provide much needed housing and help to make Gingin a more attractive option for people seeking alternative housing options and those wanting to age in place. The eco lifestyle village is also expected to create new employment opportunities in construction in the short term and onsite management and maintenance and hospitality in the longer term.

The development has been designed to a high standard incorporating ecofriendly design principles that will be located to respond to the natural slope of the site.

## **STATUTORY ENVIRONMENT**

*Local Planning Scheme No. 9*

Part 3 – Zones and the Use of Land

3.2 Objectives of the Zones

Part 4 – General Development Requirements

4.8 General Development Standards

4.8.6 General Rural zone

## **POLICY IMPLICATIONS**

Nil

## **BUDGET IMPLICATIONS**

Nil

## **STRATEGIC IMPLICATIONS**

Shire of Gingin Strategic Community Plan 2017-2027

<i>Focus Area</i>	<i>Community Wellbeing</i>
<i>Objective</i>	<i>1. To support the Shire of Gingin community to be inclusive, vibrant, health and safe through the Shires delivery.</i>
<i>Outcome</i>	<i>1.1 Inclusive Our community has access to a range of community programs, services and initiatives that support wellbeing and inclusion.</i>
<i>Priority</i>	<i>1.1.1 Support ageing in place by developing the 'four planks' of Ageing in the Bush.</i>

## **VOTING REQUIREMENTS – SIMPLE MAJORITY**

### **RECOMMENDATION**

It is recommended that Council, grant Development Approval for the Proposed Use Not Listed Eco Lifestyle Village on Lot 11 (25) Old Mooliabeenee Road, Gingin subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans and specifications unless otherwise conditioned by this approval.
2. This Approval is for 120 sites to accommodate dwellings for persons aged 45 years or over and the associated site works, the built form approval for 36 dwellings within Stages 1 and 2, club house, small recycling centre, residents workshop; and caravan/boat parking.
3. Further Development Approval will be required for the remaining dwellings associated as part of Stage 3 onwards.
4. Within 90 days from the date of this notice, Built Form Design Guidelines for the proposed dwellings are required to be submitted and approved to the satisfaction of the Shire of Gingin.
5. Within 90 days from the date of this notice, detailed design plans are required for the club house, recycling centre and residents workshop to be submitted and approved to the satisfaction of the Shire of Gingin.
6. The dwellings, club house, small recycling centre and residents workshop is to respect and respond to the natural contours of the site to avoid excessive cut/fill and retaining.

7. Prior to commencement of each stage of the development, a detailed site plan of the area covered by the particular stage, shall be submitted to and approved by the Shire of Gingin. The plan shall address the following matters:
  - a. Shared Bin Aprons;
  - b. Visitor Car Parking Bays;
  - c. Internal Road Lighting;
  - d. Natural Ground Levels; and
  - e. Landscaping Plan.
8. Permitted residency of the dwellings located in the eco lifestyle village is restricted to all residents of a dwelling being aged 45 years or over, which shall be stipulated in the Residential Lease Agreement.
9. Prior to the occupation of Stage 1, 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 that states as follows:
  - a. Prospective purchases of the above land are notified that the use of the land is subject to a condition of the planning approval that restricts permitted residency of each dwelling located in the eco lifestyle village shall be occupied by residents all aged 45 years or over;
  - b. The land is located in a General Rural locality and may be affected by emissions from adjoining agricultural land uses.
10. Prior to the commencement of Stage 3 of the development, the club house is to be constructed in accordance with the approved plans.
11. All activities associated with the construction of the development must be carried out to the satisfaction of the Shire of Gingin and all care must be taken to minimise the effect of such activities on the amenity of the locality.
12. Fencing shall conform to the standard of rural fencing in the district unless specific approval for an alternative is granted by the Shire of Gingin.
13. The use of the recycling centre, residents' workshop and caravan and boat parking area is restricted to residents' use only.

14. Prior to occupation of Stage 1 of the development, an overall Operational Management Plan shall be submitted to and approved by the Shire of Gingin. The plan shall address the following matters:
  - a. Management of residents' pet animals;
  - b. Management of external storage within residents' private yard areas;
  - c. Emergency evacuation procedures;
  - d. Landscaping and vegetation maintenance;
  - e. Waste disposal management;
  - f. Noise management, particularly noise emanating from the activities undertaken in the residents' workshop;
  - g. Odour management in relation to the recycling facility;
  - h. Hours of operation for the clubhouse, recycling centre and residents' workshop; and
  - i. Lighting.
15. Prior to occupation of Stage 1, vegetation is to be planted and maintained on the property and to screen the caravan and boat parking area, residents' workshop and recycling facility from adjoining properties to the satisfaction of the Shire of Gingin.
16. All landscaped areas that are maintained by the village management are to be maintained on an ongoing basis to the satisfaction of the Shire of Gingin.
17. Prior to the occupation of each stage of the development, each dwelling is to be assigned a house number to the satisfaction of the Shire of Gingin.
18. Prior to the occupation of each stage of the development, directional signage including signage displaying the internal road names shall be installed to the satisfaction of the Shire of Gingin.
19. A minimum of one car parking bay is to be provided for the exclusive use of each dwelling containing one or two bedrooms.
20. A minimum of two car parking bays are to be provided for the exclusive use of each dwelling containing three or more bedrooms.
21. One designated visitor car parking bay is to be provided for every five dwellings.

#### Operations

22. Prior to commencement of site works detailed engineering drawings of the internal roads and parking areas for the entire lot are to be submitted and approved by the Shire of Gingin.
23. Prior to commencement for site works of the development, a Traffic Impact Assessment shall be submitted and approved by the Shire of Gingin. Once approved, the Traffic Impact Assessment is to be implemented in its entirety.

24. Prior to occupation of each stage of the development, the car parking and loading area(s), and vehicle access and circulation areas shown on the approved detailed engineering drawings, including the provision of universally accessible (disabled) car parking, are to be constructed, drained, and line marked to the satisfaction of the Shire of Gingin.
25. Prior to commencement for site works of the development, a Storm Water Management Plan is to be submitted and approved by the Shire of Gingin.
26. Prior to occupation of each stage of the development, stormwater drainage works must be completed and maintained in accordance with the approved plans to the satisfaction of the Shire of Gingin.
27. The upgrading of Old Mooliabeenee Road is required to be undertaken from the main entrance to Lot 11 (subject to approved detailed design) to the western boundary of Lot 11 to a kerbed, drained and filled standard as approved by the Shire of Gingin at the applicants'/landowners' expense.
28. The southern verge of Old Mooliabeenee Road is required to be upgraded from the proposed main access to Lot 11 (subject to approved detailed design) to the western boundary of Lot 11 with a disabled access pathway (2.5m wide concrete path) to the satisfaction of the Shire of Gingin at the applicants'/landowners' expense.

#### Health

29. Prior to commencement of site works for the development, a Waste Management Plan is to be submitted and approved to the satisfaction of the Shire of Gingin.
30. Prior to occupation of each subsequent stage of the development, the development hereby permitted shall be connected to an approved effluent disposal system; and
31. The waste bin area(s) shall be maintained on an ongoing basis to the satisfaction of the Shire of Gingin; and shall not be used for any other purpose.

#### ADVICE NOTES

- Note 1: If the development the subject of this approval is not substantially commenced within a period of two years, or another period specified in the approval after the date of the determination, the approval will lapse and be of no further effect.
- Note 2: Where an approval has so lapsed, no development must be carried out without the further approval of the local government having being first sought and obtained.
- Note 3: Further to this Approval, the Applicant will be required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Building Regulations 2012* and the *Public Health Act 2016*, which are to be approved by the Shire of Gingin.

- Note 4: In respect of Condition 24 internal vehicle access is to be adequate to allow access for waste disposal and emergency vehicles. Line marking is required for all visitor parking and service vehicle areas.
- Note 5: In respect of Condition 26 stormwater disposal is to be designed in accordance with *Stormwater Management Manual for Western Australia*.
- Note 6: In respect of Condition 28, the installation of the footpath is to coincide with the Shire's capital works program.
- Note 7: The applicant/landowner is advised to refer to the requirements of the *Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974*.
- Note 8: Any proposal to reuse grey water and wastewater for parks and gardens is subject to an application that will comply with the requirements as given under the Guidelines for the Non-potable Use of Recycled Water in Western Australia and an approval from the Department of Health. Such application must be supported by a geotechnical report on the site. A site investigation will need to be undertaken in late winter and in accordance with the Australian/New Zealand Standard 1547:2012
- Note 9: In respect of Condition 29, the applicant is to liaise with the Shire's Environmental Health Department with respect to the proposal's requirement for a Waste Management Plan. At a minimum, the Waste Management Plan is to address household waste collection and how it is to be collected by a waste services contractor, the ability for waste service vehicles to access the development (ingress and egress) and collection points.
- Note 10: The development is required to comply with the *Environmental Protection (Noise) Regulations 1997* at all times.

## RESOLUTION

**Moved Councillor Johnson, seconded Councillor Fewster that Council, grant Development Approval for the Proposed Use Not Listed Eco Lifestyle Village on Lot 11 (25) Old Mooliabeenee Road, Gingin subject to the following conditions:**

- 1. The land use and development shall be in accordance with the approved plans and specifications unless otherwise conditioned by this approval.**
- 2. This Approval is for 120 sites to accommodate dwellings for persons aged 45 years or over and the associated site works, the built form approval for 36 dwellings within Stages 1 and 2, club house, small recycling centre, residents workshop; and caravan/boat parking.**
- 3. Further Development Approval will be required for the remaining dwellings associated as part of Stage 3 onwards.**

4. **Within 90 days from the date of this notice, Built Form Design Guidelines for the proposed dwellings are required to be submitted and approved to the satisfaction of the Shire of Gingin.**
5. **Within 90 days from the date of this notice, detailed design plans are required for the club house, recycling centre and residents workshop to be submitted and approved to the satisfaction of the Shire of Gingin.**
6. **The dwellings, club house, small recycling centre and residents workshop is to respect and respond to the natural contours of the site to avoid excessive cut/fill and retaining.**
7. **Prior to commencement of each stage of the development, a detailed site plan of the area covered by the particular stage, shall be submitted to and approved by the Shire of Gingin. The plan shall address the following matters:**
  - a. **Shared Bin Aprons;**
  - b. **Visitor Car Parking Bays;**
  - c. **Internal Road Lighting;**
  - d. **Natural Ground Levels; and**
  - e. **Landscaping Plan.**
8. **Permitted residency of the dwellings located in the eco lifestyle village is restricted to all residents of a dwelling being aged 45 years or over, which shall be stipulated in the Residential Lease Agreement.**
9. **Prior to the occupation of Stage 1, 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 that states as follows:**
  - a. **Prospective purchases of the above land are notified that the use of the land is subject to a condition of the planning approval that restricts permitted residency of each dwelling located in the eco lifestyle village shall be occupied by residents all aged 45 years or over;**
  - b. **The land is located in a General Rural locality and may be affected by emissions from adjoining agricultural land uses.**
10. **Prior to the commencement of Stage 3 of the development, the club house is to be constructed in accordance with the approved plans.**
11. **All activities associated with the construction of the development must be carried out to the satisfaction of the Shire of Gingin and all care must be taken to minimise the effect of such activities on the amenity of the locality.**
12. **Fencing shall conform to the standard of rural fencing in the district unless specific approval for an alternative is granted by the Shire of Gingin.**

- 13. The use of the recycling centre, residents' workshop and caravan and boat parking area is restricted to residents' use only.**
- 14. Prior to occupation of Stage 1 of the development, an overall Operational Management Plan shall be submitted to and approved by the Shire of Gingin. The plan shall address the following matters:**
  - a. Management of residents' pet animals;**
  - b. Management of external storage within residents' private yard areas;**
  - c. Emergency evacuation procedures;**
  - d. Landscaping and vegetation maintenance;**
  - e. Waste disposal management;**
  - f. Noise management, particularly noise emanating from the activities undertaken in the residents' workshop;**
  - g. Odour management in relation to the recycling facility;**
  - h. Hours of operation for the clubhouse, recycling centre and residents' workshop; and**
  - i. Lighting.**
- 15. Prior to occupation of Stage 1, vegetation is to be planted and maintained on the property and to screen the caravan and boat parking area, residents' workshop and recycling facility from adjoining properties to the satisfaction of the Shire of Gingin.**
- 16. All landscaped areas that are maintained by the village management are to be maintained on an ongoing basis to the satisfaction of the Shire of Gingin.**
- 17. Prior to the occupation of each stage of the development, each dwelling is to be assigned a house number to the satisfaction of the Shire of Gingin.**
- 18. Prior to the occupation of each stage of the development, directional signage including signage displaying the internal road names shall be installed to the satisfaction of the Shire of Gingin.**
- 19. A minimum of one car parking bay is to be provided for the exclusive use of each dwelling containing one or two bedrooms.**
- 20. A minimum of two car parking bays are to be provided for the exclusive use of each dwelling containing three or more bedrooms.**
- 21. One designated visitor car parking bay is to be provided for every five dwellings.**

## **Operations**

22. Prior to commencement of site works detailed engineering drawings of the internal roads and parking areas for the entire lot are to be submitted and approved by the Shire of Gingin.
23. Prior to commencement for site works of the development, a Traffic Impact Assessment shall be submitted and approved by the Shire of Gingin. Once approved, the Traffic Impact Assessment is to be implemented in its entirety.
24. Prior to occupation of each stage of the development, the car parking and loading area(s), and vehicle access and circulation areas shown on the approved detailed engineering drawings, including the provision of universally accessible (disabled) car parking, are to be constructed, drained, and line marked to the satisfaction of the Shire of Gingin.
25. Prior to commencement for site works of the development, a Storm Water Management Plan is to be submitted and approved by the Shire of Gingin.
26. Prior to occupation of each stage of the development, stormwater drainage works must be completed and maintained in accordance with the approved plans to the satisfaction of the Shire of Gingin.
27. The upgrading of Old Mooliabeenee Road is required to be undertaken from the main entrance to Lot 11 (subject to approved detailed design) to the western boundary of Lot 11 to a kerbed, drained and filled standard as approved by the Shire of Gingin at the applicants'/landowners' expense.
28. The southern verge of Old Mooliabeenee Road is required to be upgraded from the proposed main access to Lot 11 (subject to approved detailed design) to the western boundary of Lot 11 with a disabled access pathway (2.5m wide concrete path) to the satisfaction of the Shire of Gingin at the applicants'/landowners' expense.

## **Health**

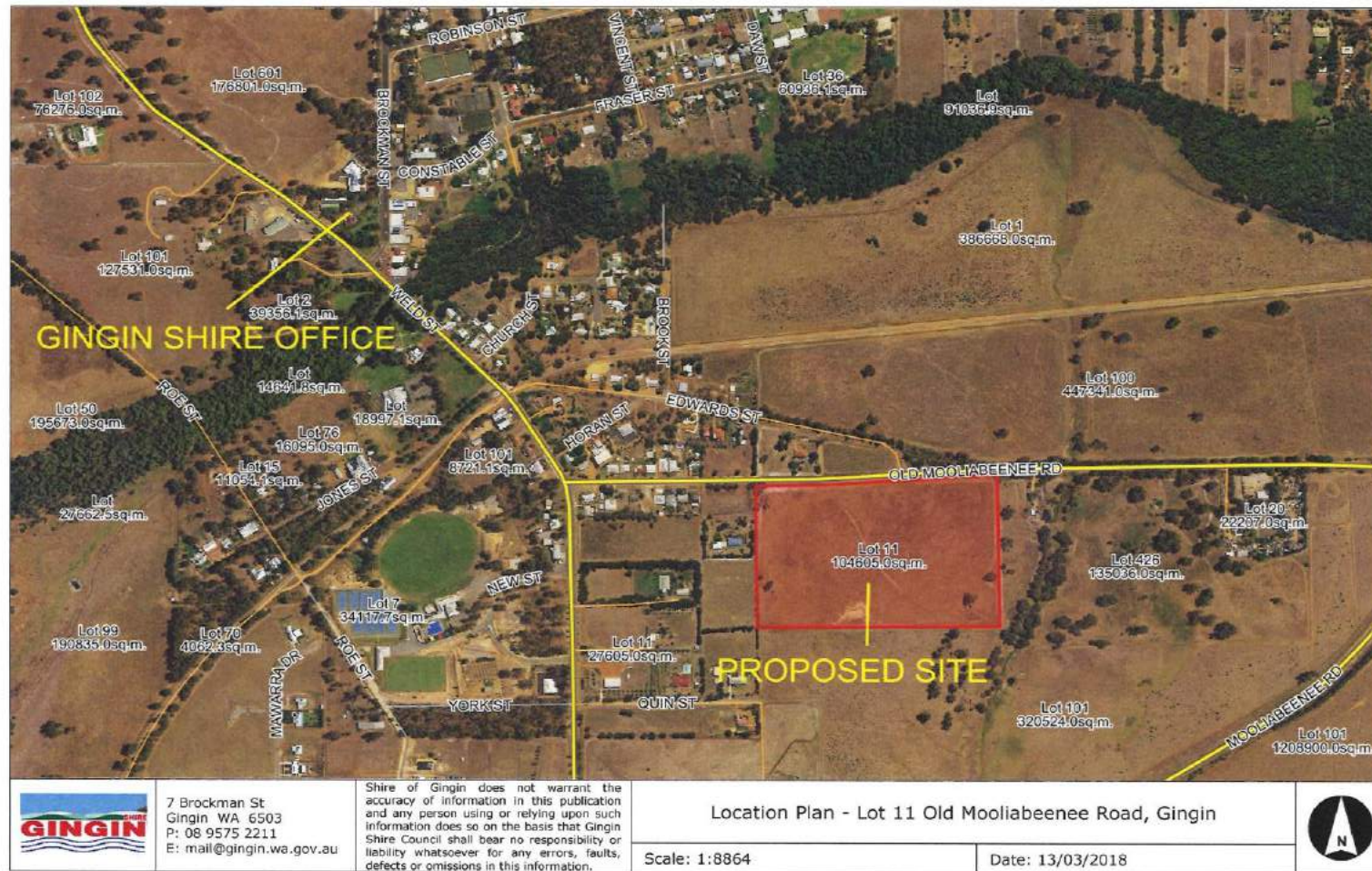
29. Prior to commencement of site works for the development, a Waste Management Plan is to be submitted and approved to the satisfaction of the Shire of Gingin.
30. Prior to occupation of each subsequent stage of the development, the development hereby permitted shall be connected to an approved effluent disposal system, and
31. The waste bin area(s) shall be maintained on an ongoing basis to the satisfaction of the Shire of Gingin; and shall not be used for any other purpose.

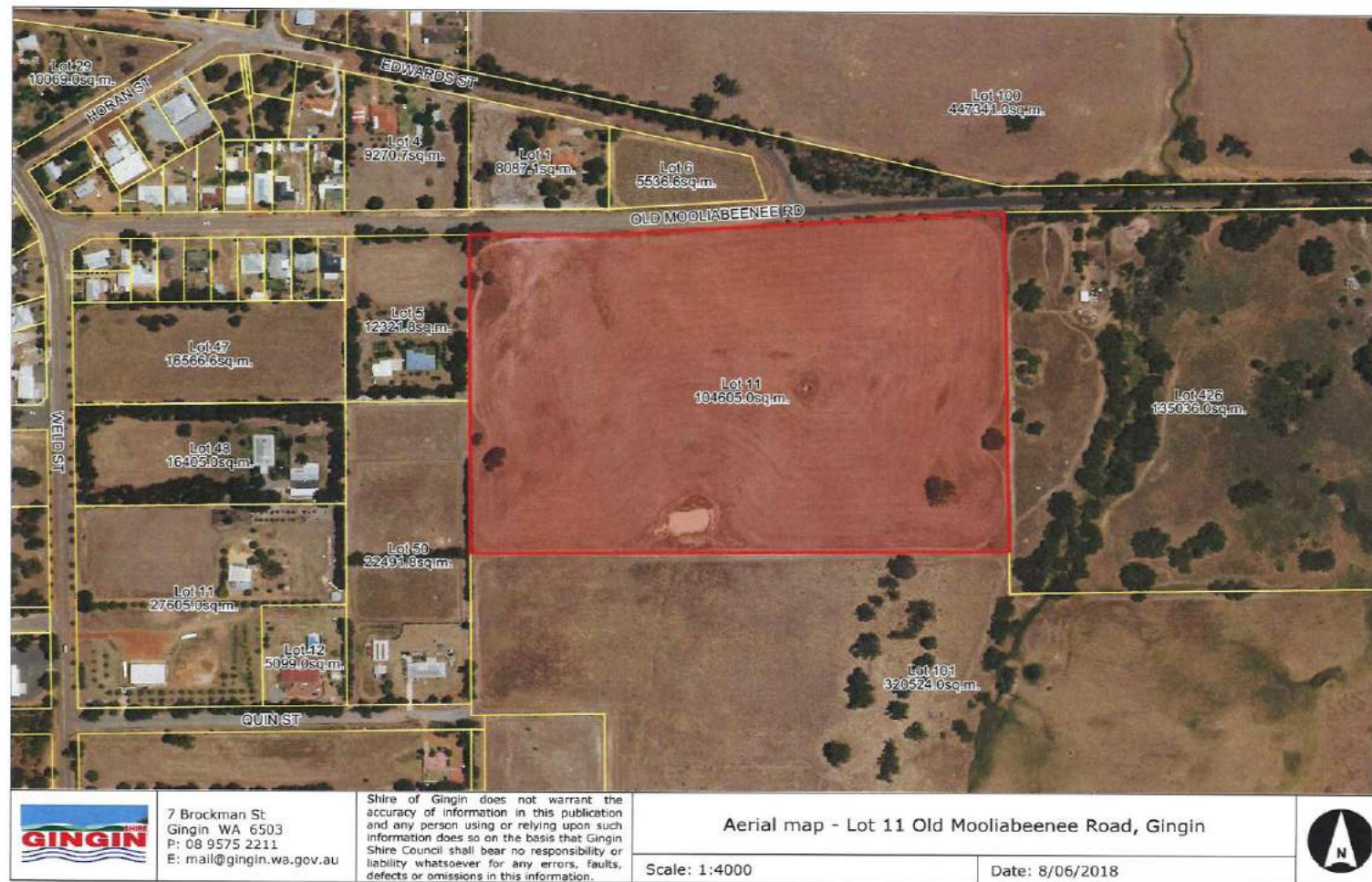
## **ADVICE NOTES**

- Note 1:** If the development the subject of this approval is not substantially commenced within a period of two years, or another period specified in the approval after the date of the determination, the approval will lapse and be of no further effect.
- Note 2:** Where an approval has so lapsed, no development must be carried out without the further approval of the local government having being first sought and obtained.
- Note 3:** Further to this Approval, the Applicant will be required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Building Regulations 2012* and the *Public Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 4:** In respect of Condition 24 internal vehicle access is to be adequate to allow access for waste disposal and emergency vehicles. Line marking is required for all visitor parking and service vehicle areas.
- Note 5:** In respect of Condition 26 stormwater disposal is to be designed in accordance with *Stormwater Management Manual for Western Australia*.
- Note 6:** In respect of Condition 28, the installation of the footpath is to coincide with the Shire's capital works program.
- Note 7:** The applicant/landowner is advised to refer to the requirements of the *Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974*.
- Note 8:** Any proposal to reuse grey water and wastewater for parks and gardens is subject to an application that will comply with the requirements as given under the Guidelines for the Non-potable Use of Recycled Water in Western Australia and an approval from the Department of Health. Such application must be supported by a geotechnical report on the site. A site investigation will need to be undertaken in late winter and in accordance with the Australian/New Zealand Standard 1547:2012
- Note 9:** In respect of Condition 29, the applicant is to liaise with the Shire's Environmental Health Department with respect to the proposal's requirement for a Waste Management Plan. At a minimum, the Waste Management Plan is to address household waste collection and how it is to be collected by a waste services contractor, the ability for waste service vehicles to access the development (ingress and egress) and collection points.
- Note 10:** The development is required to comply with the *Environmental Protection (Noise) Regulations 1997* at all times.

**CARRIED UNANIMOUSLY**

**APPENDIX 1**





## Gingin Eco Lifestyle Village DA Submission

H&H Development Enterprises

April 2018





**Contact**

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# 1. Introduction

## Purpose of Application

Planning Approval is sought for a Lifestyle Village containing 120 dwellings on 25 Old Mooliabeenee Road on the south eastern residential front of Gingin.

H&H Development Enterprises as development managers for Sanvidel Pty Ltd as Trustee for Gingin Eco Lifestyle Village as the owners of 25 Old Mooliabeenee Road, propose to develop, build and manage the Gingin Eco Lifestyle Village providing a unique country community lifestyle for Over-45's.

The development is based on a 60 year land lease model with innovative quality designed modular housing that, being relocatable, lightly touch the land respecting the land form and creating a community that interacts sustainably in the emerging shared economy.

## This Proposal in the Regional Context

Gingin is the regional centre for the Gingin Shire which is located approximately 84 km north of Perth and with the planned Muchea North Link due for completion in 2019, Gingin will be just 50 minutes' drive from the CBD.

The Shire of Gingin has for a number of years recognised that the provision of quality affordable housing for seniors is a high strategic priority acknowledging the aging local demographic, the lack of diverse housing choices and the inherent attractiveness of the townsite as a lifestyle destination on the doorstep of the Perth metropolitan area.

In 2012 the Shire of Gingin Local Planning Strategy provided a 15-20 year vision of a plan that will form a basis for the land use, zoning, subdivision and development throughout the Shire to be implemented through the statutory planning system inclusive of the Council's local planning scheme.

In summary with respect to the Shire of Gingin – one of the High Priorities as a Policy Position and Action is to –

*"Encourage residential development at the higher code in accordance with a detailed structure plan that provides for servicing and coordination of the design for the provision of aged living."*

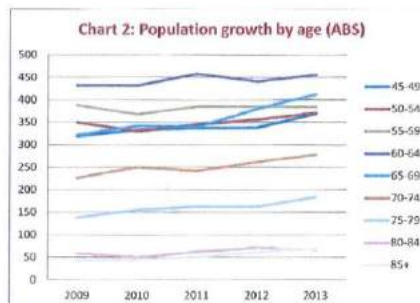
*The Objectives for Gingin are to:*

*'provide housing diversity, including providing for retirement living;'*

[Source: Shire of Gingin Local Planning Strategy - Feb 2012, p36]

The latest Australian Bureau of Statistics data (2013) demonstrates that 35% of the Shire of Gingin's (the Shire) population was over the age of 55, and 19% were over 65.

Additionally, relative to Western Australia and the nation as a whole, the Shire has an older than average population and the number of persons entering the Over-55's bracket has increased. This underscores the need for strategies to address housing requirements of this demographic.



Mapping by the ABS from 2009 to 2011, indicates the Shire has also seen an increase in the number of its residents in receipt of the aged pension.

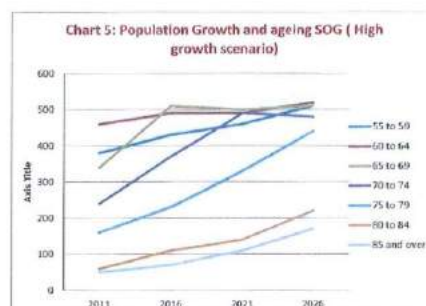
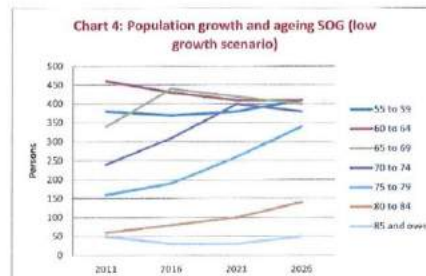
Not only is this indicative of the growing numbers of seniors in the Shire, but also highlights a likely need for suitable housing. It stands that both home owners and renters can contribute to the demand for seniors housing as their practical needs change.

Interestingly, both low growth and high growth scenarios put forward by The Department of Planning's "Western Australia tomorrow" projections, translate to a higher demand for seniors housing. In each case, population projections forecast an increase in the number of people 55 years or older.



The approval of the Gingin Eco Lifestyle Village will enable a portion of the fulfilment of the identified demand in the Avon Subregion both from the region and the Metropolitan Area providing Country Lifestyle on the City's Doorstep.

Source: Shire of Gingin Seniors Housing Report 2015 (compiled by: Foundation Housing Ltd)



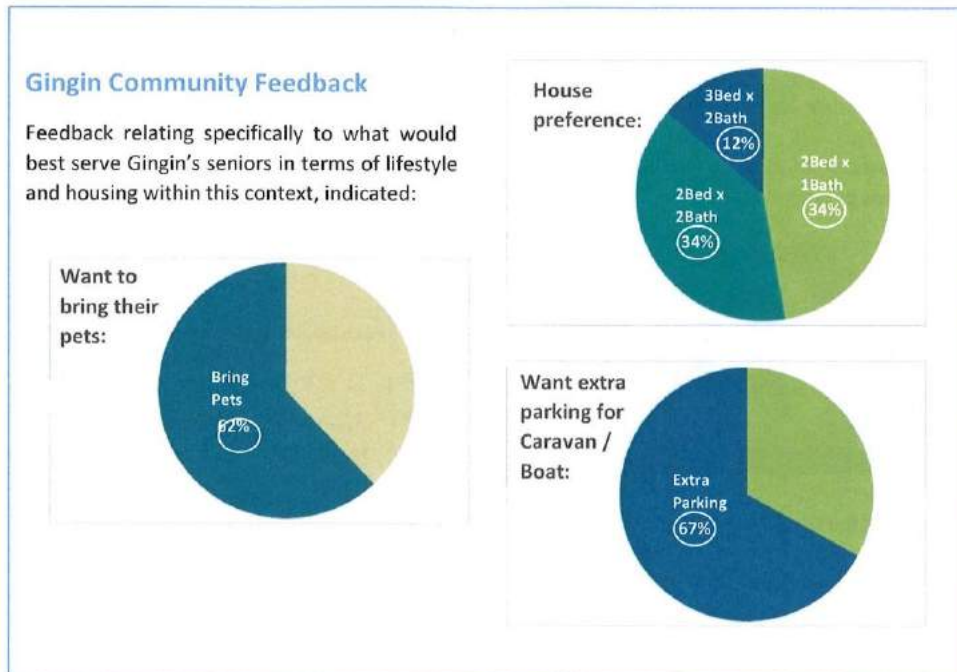
### Gingin Community Consultation

In the second half of 2016, the Shire of Gingin ran a widespread consultation with members of the community in view of the Strategic Community Plan. Through this process, the need for the building of retirement facilities and improved aged services was flagged as a 'Top 5' issue.

A citation from a Lancelin respondent on page 5 of the Community Consultation Report, states: 'Need better housing options for an aging community – e.g. lifestyle village & shelter accommodation.'

[Source: Shire of Gingin Strategic Community Plan 2015-2016 Review, Community Consultation Report - January 2017]





### About H&H Development Enterprises

H&H Development Enterprises Pty Ltd (H&H) was founded by Mike Hollett and Chris Harrison in June 2014 to provide affordable housing with community living that offers alternatives to traditional retirement village offerings.

Mike and Chris are passionate about building affordable communities that are based on sustainable living guidelines with friendly open village feel with community centred facilities for Over-45s.

Having extensive experience building and operating Lifestyle Villages, H&H are providing a new benchmark in delivering the Gingin Eco Lifestyle Village



H&H's vision is to:

***'Develop, build and manage integrated, innovative affordable lifestyle communities'***

[hhdevelopment.com.au](http://hhdevelopment.com.au)

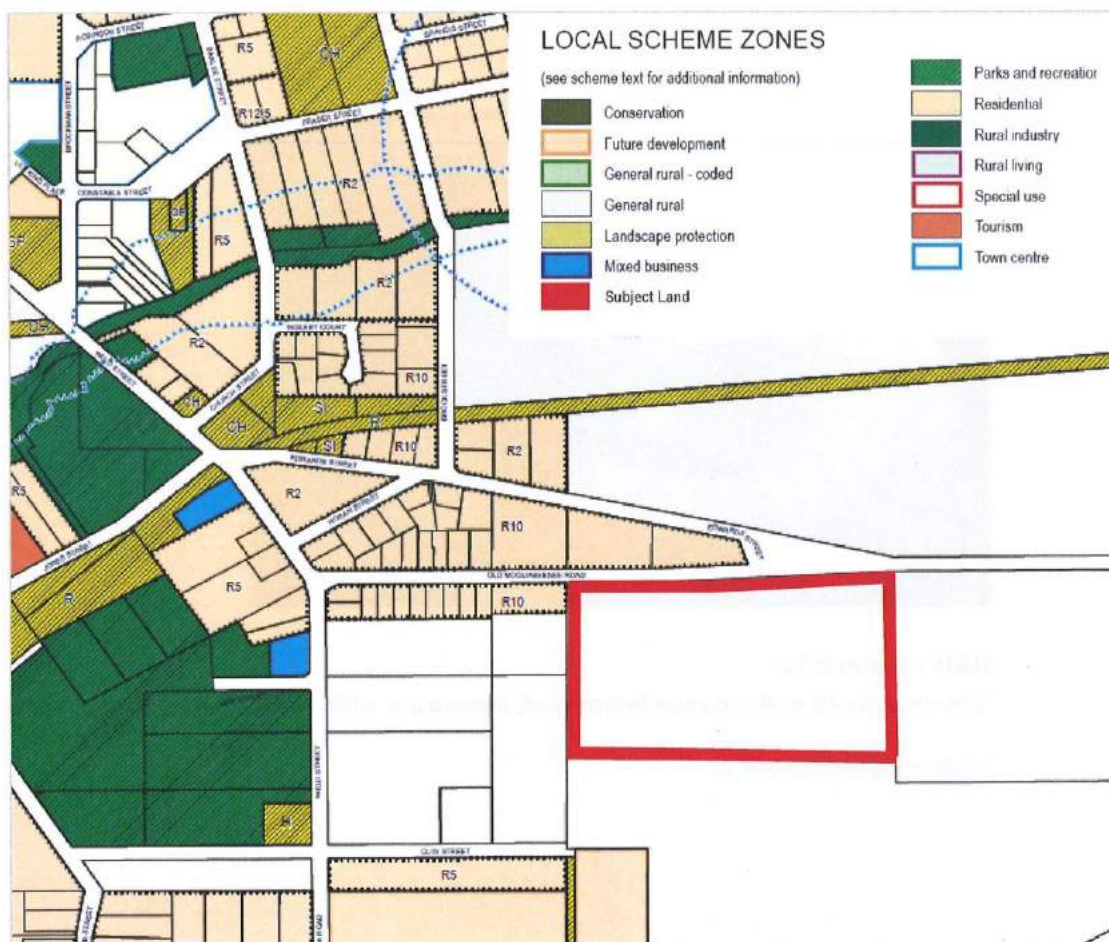
## 2. Subject Land

The site is known as 25 Mooliabeenee Road, Gingin described as Lot 11 on Diagram 49921, and being the whole of the Land comprised in Certificate of Title Volume 1445 and Folio 330.

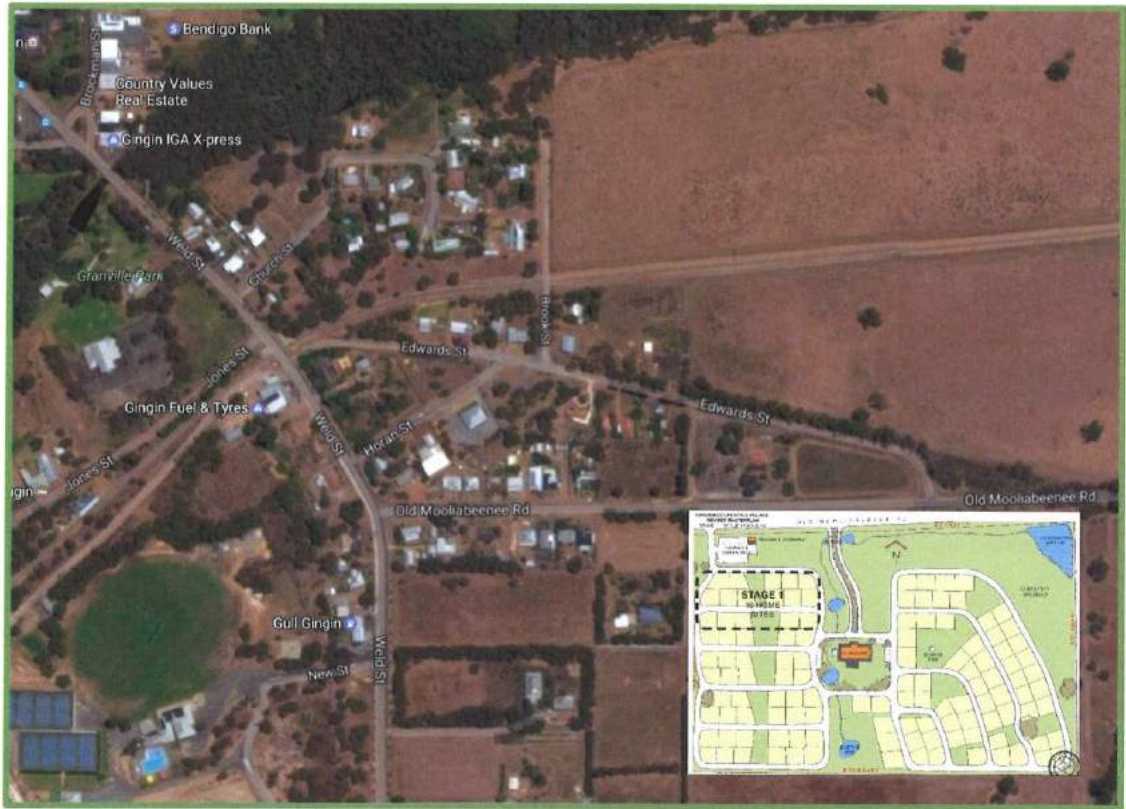
The property is owned freehold by Sanvidel Pty Ltd as Trustee for Gingin Eco Lifestyle Village. A copy of the Certificate of Title and Deposited Plan is attached as Appendix 1.

It has an area of 10ha on which is proposed for a 120-modular home Eco Lifestyle Village.

The site is generally utilised for rural purposes and comprises an open paddock managed for hay production. The subject land is in one of the planned potential residential expansion precincts of the Gingin townsite



Gingin Eco Lifestyle Village placement on Subject Land



## 3. The Proposal

### Outline of Proposed Development

The Gingin Eco Lifestyle Village will be a high-quality housing development for Over-45's designed to complement the 'town in the valley' feel of Gingin.

It will be designed to have a country club feel with an open avenue entry to the Clubhouse that will promote wider community interaction ensuring the Village community is an integral part of the broader Gingin community.

The 120 modular homes will be clustered in stages of approximately 20 reflecting existing landform with a light touch approach whereby the homes will sit on the land being retained through the base as required to minimise the use of retaining walls.

Homesites are under a land lease model with sites being on average 50% larger than that of traditional lifestyle villages.

These sites will predominantly remain in their natural condition minimising the impact of the built form. The homes will be designed with carports and fencing will be rural style with open wire and post.

Intertwined between the clusters of homes will be green corridors appropriately landscaped and irrigated with treated recycled water from the on-site aerobic treatment units.



In designated areas, groundwater and stormwater collected on site will irrigate a productive landscape designed to support local and sustainable food production.

These areas, along with walk and exercise trails, will encourage social interaction as well as excellent permeability and connectivity through the village.

Stormwater runoff from homes and roads will be directed through street-side swales to surface water ponds for retention and/or groundwater recharge for reuse. This will optimise water cycle management on site.

The downstream water retention basin will be created to capture stormwater and natural runoff from the lower portions of the development. This will retain the water for reuse and nutrient stripping before any flows leave the site.

A 30 bay caravan and motorhome storage area with a designated Residents Workshop and Recycling Centre is located in the north western corner near the Old Mooliabeenee Road secondary exit from the village



## Gingin Eco Lifestyle Village Masterplan



### Housing Typology

The Gingin Eco Lifestyle Village has engaged experienced architect and designer, Richard Hammond to inform the design of a range of modular homes that are uniquely suited to the sloping sites.

The designs take advantage of the valley views and cooling breezes in the warmer months. They are also oriented for solar warming in winter.

The modular homes will be manufactured offsite and are relocatable utilising solid form bases with steel frames, double insulation and high-quality cladding materials.

All homes feature open plan living with outdoor areas and decks to take advantage of the view corridors.

Home elevations have a natural colour palette in sympathy with the environment and will be managed by the village owner to ensure a consistent theme for the Gingin Eco Lifestyle Village is delivered.

Our nominated builder will apply to the Shire for a building licence for each home.

The sloping homesites will have minimal earthworks with any retaining required through the base of the home.

All homes will have a carport with generous enclosed storage areas and be sited to minimise steps for ease of access.



### Example of Typical 1 Bedroom plus Study



- > Includes carport, porch, store and alfresco
- > Living area, tiled & bedrooms carpeted
- > Roof and external walls fully insulated
- > Stainless steel electric oven, cook top & range hood
- > Energy efficient hot water system
- > Solid core front & laundry doors with Gainsborough entry lock set including deadlocks
- > Jason Windows & sliding doors with keylocks & flyscreens
- > 2,425mm ceilings with classic cornices
- > Native landscaping to front
- > Open wire-and-post rural-style fencing
- > Industry best 10-year structural guarantee



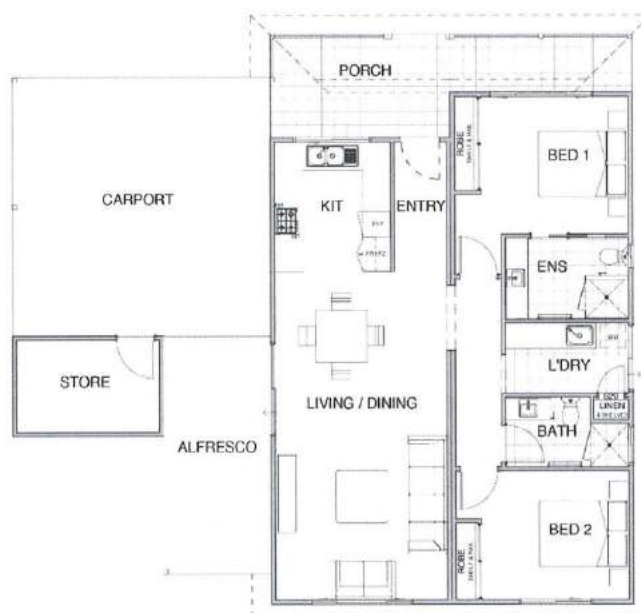
### Example of Typical 2 Bedroom



**eco**  
**Lifestyle**  
**Villages**  
GINGIN  
Make a positive change



- > Includes carport, porch, store and alfresco
- > Living area, tiled & bedrooms carpeted
- > Roof and external walls fully insulated
- > Stainless steel electric oven, cook top & range hood
- > Energy efficient hot water system
- > Solid core front & laundry doors with Gainsborough entry lock set including deadlocks
- > Jason Windows & sliding doors with keylocks & flyscreens
- > 2,425mm ceilings with classic cornices
- > Native landscaping to front
- > Open wire-and-post rural-style fencing
- > Industry best 10-year structural guarantee



## Typical 2 Bedroom plus Study



- > Includes carport, porch, store and alfresco
- > Living area, tiled & bedrooms carpeted
- > Roof and external walls fully insulated
- > Stainless steel electric oven, cook top & range hood
- > Energy efficient hot water system
- > Solid core front & laundry doors with Gainsborough entry lock set including deadlocks
- > Jason Windows & sliding doors with keylocks & flyscreens
- > 2,425mm ceilings with classic cornices
- > Native landscaping to front
- > Open wire-and-post rural-style fencing
- > Industry best 10-year structural guarantee



### Clubhouse Facilities

The Gingin Eco Lifestyle Village will have an open feel 'country clubhouse' facility that will be built in a similar methodology to the housing, taking advantage of the impressive views available nestled into the elevated hillside.

Along with expansive decking and open multifunctional areas the Clubhouse will feature:

- Clubhouse entertaining area with stage
- Community kitchen/café area
- Fitness equipment
- Swimming pool & spa
- Lounge & fireside area
- Multifunction room/pool & billiards room
- Expansive open deck area

In the Clubhouse precinct, there will be a BBQ area set in a naturally enhanced landscaped area with a tree lined corridor that runs aligned with the boulevard entry.

The Clubhouse facility will be the subject of a formal building licence application to the Shire of Gingin.

### Community Facilities Centre Plan

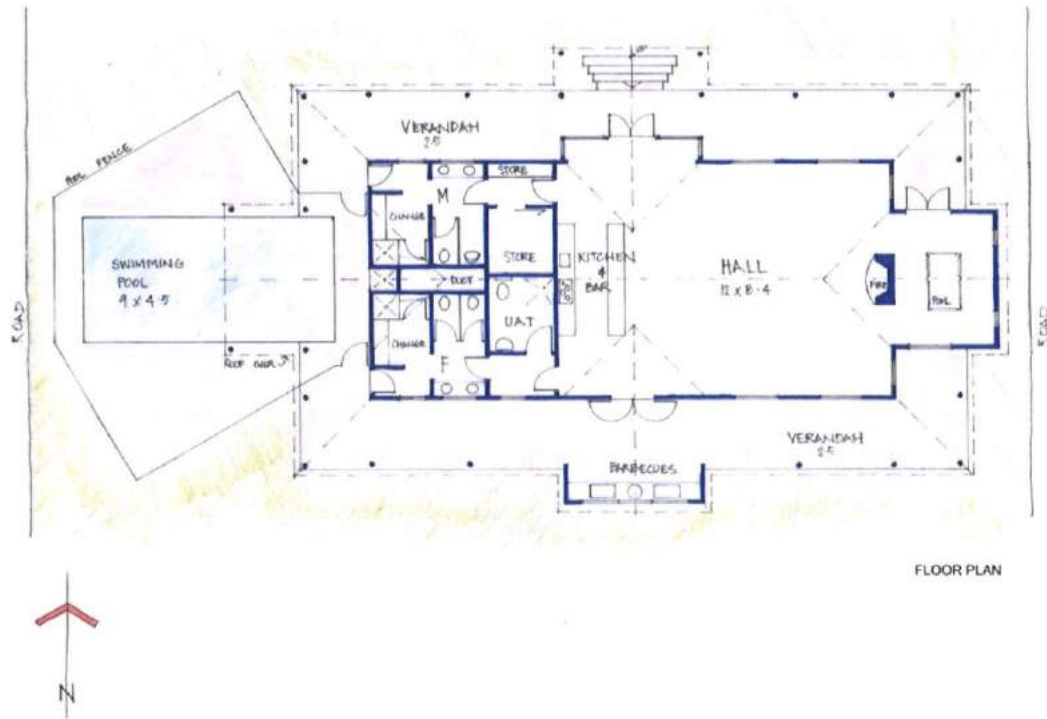


NORTH ELEVATION



SOUTH ELEVATION

### Proposed Clubhouse Floorplan



## 4. Planning Considerations

25 Old Mooliabeenee Road sits on the south eastern urban fringe within the Gingin Townsite in an area currently designated General Rural in the Shire of Gingin Local Planning Scheme No 9.

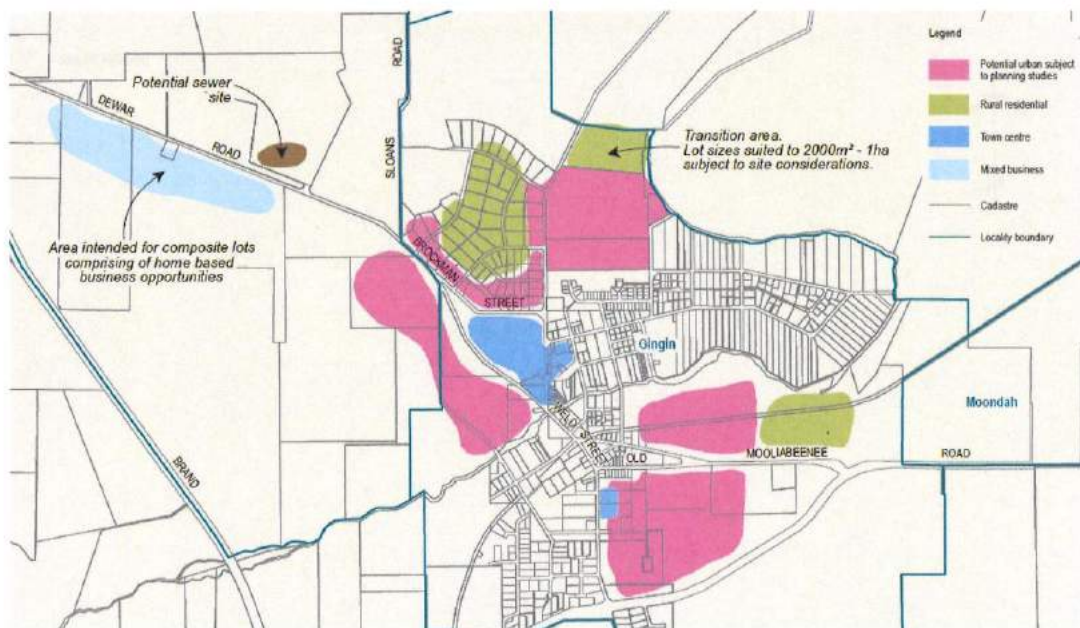
The site is earmarked in the Gingin Townsite Strategic Map as 'potential urban' subject to planning studies.

This Development Application approval for a Lifestyle Village is sought on 25 Mooliabeenee Road under its current zoning, seeking Council's discretionary approval for an unlisted use ('use not listed') in Table 1 of the Shire's Local Planning Scheme No 9.

The proposal for a 120 home Lifestyle Village under a land-lease model does not propose subdivision for the homesites but rather seeks approval to develop and operate the land-lease Lifestyle Village.

The design of the Lifestyle Village respects the rural village feel of the Gingin Townsite precinct and will assist the Shire of Gingin's objective of providing a variety of affordable housing for seniors in both Gingin, surrounding towns in the region and attracting people from Perth to retire in Gingin.

Gingin Townsite Strategic Map



## 5. Engineering and Services Considerations

### Existing Site Conditions

The site's natural topography generally falls from south to north 17m at an average grade of approximately 5% with levels falling from 130m AHD at the site's highest point on the southern boundary to 113m AHD at the lowest point in the site's north-eastern corner.

A very shallow drainage line runs from south to north through the site and has a small dam/soak at the highest point on the southern boundary.

The local geology consists of residual clay overlain by material deposited by the alluvial/eluvial processes (transported sands and clays). These transported sediments are variable in thickness and depth. A geotechnical report by CMW which classifies the Site as Category M, has been prepared for the site and is included in the Appendices.



### Roads and Traffic

Access to the site is from Old Mooliabeenee Road on the site's northern boundary which is a sealed road with a 6m wide pavement in a 20m wide road reserve.

The proposed development masterplan for the Gingin Eco Lifestyle Village has the main entry off Old Mooliabeenee Road.

As a private estate, the internal roads are maintained by the Lifestyle Village operator and the road width will be 5.5m wide.

From a village of 120 homes with an expected longer-term occupancy of 1.5 persons per dwelling, and with the majority of people being retired or semi-retired, the likely traffic movements will have a minimal impact on Old Mooliabeenee Road and almost negligible on Weld Street back in to the main town centre.

A traffic impact assessment will be conducted as part of the proposed DA conditions.

### Bushfire Management

The site is totally cleared of bush with only 3 remnant trees on the entire 10 ha property. It has been managed for hay production annually.

The proposed development on the site provides a development footprint downslope from the southern high point in Gingin where the Water Corporation's water supply ground tank is located. To the east of the site a vegetated creek-line is some 50m from the boundary.

The development of the Gingin Eco Lifestyle Village will provide landscaped corridors and irrigated productive areas from non-potable water sources.

A bushfire assessment report will be conducted as a part of the proposed DA conditions and all dwellings and habitable buildings will be designed and constructed in accordance with the BAL rating.

## Water Supply

### Potable Water

The Water Corporation's DN 100 water main is accessible from the Old Mooliabeenee Road along the site's southern boundary and whilst capable of providing a service, this main may require upgrading to adequately service the ultimate development with potable water.

### Non-Potable Water Supply

From the masterplan design of the Village to the homes and the landscape treatment all aspects of the Gingin Eco Lifestyle Village optimise water collection and retention and reuse.

Sources of non-potable supply include:

- Natural winter drainage flows into the existing upper site dam and will be captured in the lower retention basins/dams that will be constructed to manage on site drainage.
- Stormwater from the roads and roof runoff will be directed via swales to the dam and the lower retention basin for irrigation of the productive landscapes and open spaces.
- Groundwater is proposed to be abstracted from an on-site bore to supplement the irrigated landscape.
- Treated wastewater from the homes will be irrigated to the landscapes and open spaces between the clusters of homes. This wastewater will be treated through the on-site Aerobic Treatment Units (ATU) which will significantly reduce Nitrogen and Phosphorous levels and disinfect the water with Chlorine providing safe recycled water for sub-surface irrigation.

By optimising the capture and reuse of these sources of non-potable supply it will enable the Gingin Eco Lifestyle Village to preserve potable supply for in-house use only, reducing demand considerably.

### Stormwater Management

Stormwater runoff from within the Lifestyle Village will be managed via roadside swales wherever possible to capture and infiltrate runoff at source and minimise the requirement for formal piped stormwater drainage.

The existing soak/dam and the informal drainage line from southern to the northern portion of the site are intended to be retained and enhanced through a public open space corridor through the lifestyle village.

The stormwater retention basin at the north-eastern end of the site will be used to retain and remove nutrients from stormwater runoff and attenuate flows in major storm events.

### Wastewater Management

Gingin does not have reticulated sewer and as such it is proposed that an on-site wastewater treatment and recycling will boost site-generated non-potable supplies and ensure potable water is not used on the common area gardens and landscaped areas. The preferred on-site secondary wastewater treatment system is the Aquarius 0-3 Alternative Treatment Unit.

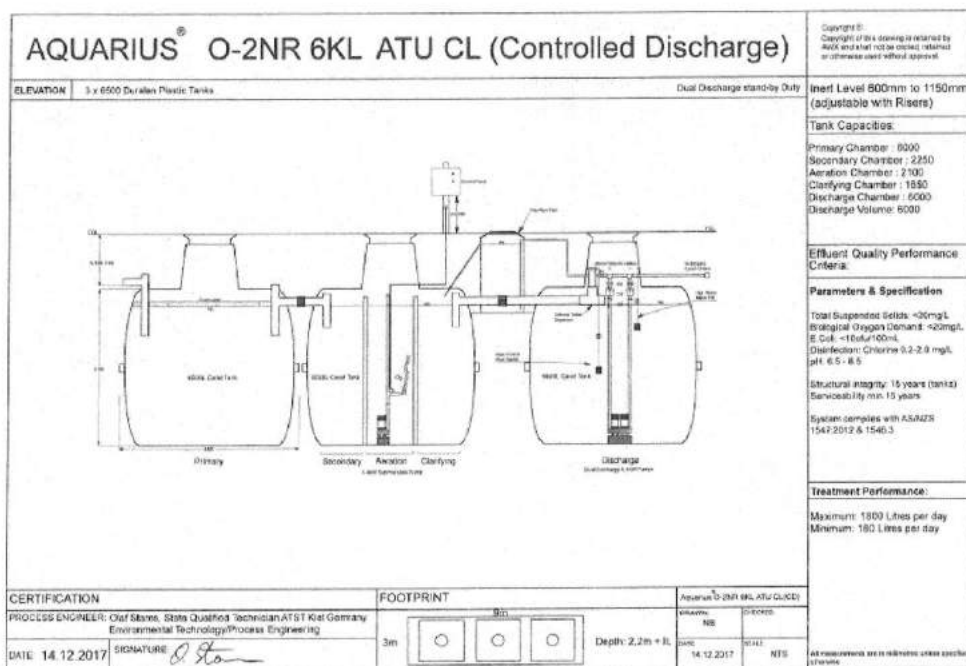
The Aerobic Treatment Units are designed and engineered in Germany and assembled and supported in Australia by Aquarius. The robust and durable injection moulded tanks deliver:

- reliable treatment of wastewater under SBR (sequential batch reactor) technology
- automatic sludge return
- Nitrate and Phosphate reduction
- Advanced air lift technology in place of pumps
- Lower operating and maintenance costs

All units are to Australian Standard Certification and are WA Health Department Approved. With Chlorine treatment built in to the unit, the treated wastewater is disinfected to a standard verified by the Health Department as suitable for irrigation both sub-surface and via sprinkler.

The decision to use a Health Department approved ATU with secondary treatment chambers for aeration, clarification and disinfection provides a higher-level treatment and thereby produces a fit for purpose source of non-potable irrigation water. Key aspects that support this safe and sustainable use of these ATUs are:

- the site is not in a sewage sensitive area.
- the 6kL ATU systems will be used with 3 large tanks as these are sized sufficiently to service a 20-lot stage based on average occupancy rates per home which will simplify operations and provide greater redundancy capacity.
- taking into consideration the soil types and geotechnical information, there is more than adequate separation from groundwater to exceed the 0.6 to 1.5m requirement.
- the method of irrigation will be sub-surface and in the landscaped areas within each stage of the Village.
- stand-by pumps will be in the ATUs as back up and innovative leach drains will be installed to manage overflow in case of power disruption.
- residents in the village will be educated on the management of the system including what chemicals upset the system and the eco lifestyle philosophy encourages behaviour that respects the water cycle and the reduce, reuse and recycle outcome sought.
- the maintenance rests with the Lifestyle Village owner who is on site.



## Power

### Existing Infrastructure

There is an existing 22kV power line on the north side of Old Mooliabeenee Road from which a connection is possible. The location of existing Western Power infrastructure and network capacity is shown in the Engineering Services Report by Urbanise in the Appendices.

### Solar Battery Microgrid

The Gingin Eco Lifestyle Village will require substantially less electricity from the network as a combination of solar arrays with banks of batteries will be optimised and staged to grow to deliver capacity to the local village grid requiring limited back up from the conventional Western Power grid.

Western Power are engaged in the Northam Eco Lifestyle Village whereby the headworks infrastructure is being appropriately sized to recognise the Village microgrid thereby optimising supply and providing more affordable power pricing for the future Village residents.

Western Power have indicated they are keen to continue this approach with the Gingin Eco Lifestyle Village.

### Gas

There is no reticulated gas network in Gingin and any internal gas supply will need to be via bottled gas supply.

### Communications

Telstra has existing infrastructure in Old Mooliabeenee Road which can be extended to service the Village.

The NBN rollout map indicates that an NBN wireless service is available in the area. It is planned to use this service or a similar service to provide a quality internet service to the residents of the Village.

## 6. Sustainability

The Gingin Eco Lifestyle Village is designed to 'do more with less' with natural resources and touching lightly the landscape with homes and structures that minimise earth-working and retaining walls. Lower use of utility services of potable water and power not only reduces user costs, but generate a much lower carbon footprint.

It is estimated that the Eco Lifestyle Village will achieve a 40% reduction in potable water use, with only non-potable sources used outside the dwellings and Clubhouse.

Reliance on conventional Western Power grid solution will be significantly reduced by up to 80% with solar/battery system managed by the Lifestyle Village operator at lower than grid scheme costs.

With productive edible landscapes watered from local non-potable sources, green corridors will be created in the designated area as shown on the masterplan to provide organically grown fresh fruits, nuts and vegetables for the village residents.

Social connection and community based activities will be central to the Gingin Eco Lifestyle Village and will create a vibrant connected community that will contribute to the local Gingin economy.

The Eco Advantages summarise the value offering that the Gingin Eco Lifestyle Village will offer to future residents respecting that their needs come first as outlined in the four key Eco Advantages of:

1. Zero Exit Fees
2. Healthier Living
3. Lower Living Costs
4. Stay Connected

### Eco Advantages

Gingin Eco Lifestyle Village incorporates best practice design and sustainable living practices across 4 key areas.



### Zero Exit Fees

#### 1 You own your own home

Once you purchase a home from our selection, you own it 100%. You pay a weekly fee to secure your home-site for long term lease.

#### 2 Pay no exit fees when you leave

You buy your home, pay one Standard Weekly Fee, and absolutely ZERO fees on the way out.

#### 3 You keep your capital

You enjoy the peace of mind knowing you'll benefit 100% from any capital growth on your home over time.

#### 4 You can sell your home yourself

... or use any agent of your choice.

### Healthier Living

#### 1 Staying in shape

- ✓ Pool for low impact exercise
- ✓ Gym for fitness and strengthening
- ✓ Progressive development of an organic village garden producing fresh seasonal vegetables and fruit
- ✓ Enjoy walking through the Village and to the local shops and community facilities

#### 3 Enjoy more space

- ✓ Eco Lifestyle Villages have generous homesites ( approx 400m2 ) that vary in size and promote an attractive streetscape appeal
- ✓ Open space to relax and breathe in the fresh air

#### 2 Enjoy peace of mind

- ✓ Leave the stress and traffic behind
- ✓ Village life will increase your sense of safety, security and peace of mind

### Lower Living Costs

#### 1 Sustainable living principles = Sustainable savings for you:

- ✓ Solar, battery micro-grid
- ✓ Use of pool & gym
- ✓ Affordable Internet
- ✓ Recycled & non-potable water sources
- ✓ Seasonal fresh fruit & vegetables from Village's organic garden

#### 2 One Standard Weekly Fee = affordability because it covers:

- ✓ Shire & water rates
- ✓ Use & upkeep of facilities
- ✓ Lease of the land
- ✓ Village Management
- ✓ Infrastructure & services

### Lower Living Costs (continued)

#### 1 Pensioners = Eligible for Weekly Rent Subsidy

If you're a Pensioner or Centrelink/Veterans Affairs beneficiary, you'll likely qualify for Government rent assistance circa \$60/week.

This further reduces your living costs.

#### 2 Estimated Village Living Costs =

<b>Annual Levy for a couple [\$180 x 52 wks =]:</b>	<b>\$9,360</b>
<b>Estimated annual savings for you</b>	
<b>LESS –</b>	
<b>Pensioner rent assistance [\$60 x 52 wks =]:</b>	<b>(\$3,120)</b>
Shire rates	\$1,500
Water rates	\$1,000
Reduced power bill	\$570
Affordable Internet [usual WIFI cost/month:]	\$720
Gym club memberships x 2	\$1,560
	<b>(\$5,350)</b>
<b>[Annual Levy Less Rent Asst + Living Costs = ]:</b>	<b>(\$8,470)</b>
<b>SURPLUS to live in the Village:</b>	<b>\$890</b>
<b>PLUS – Bonus Advantages:</b>	
Security + Peace of mind + Friendships	Priceless
Seasonal organic Fruit & Veg	✓

### Stay Connected

#### 1 Country Town Living on the Doorstep of the City

- ✓ Only an hour away from the City
- ✓ In a country town environment
- ✓ Eco Lifestyle Villages support local communities

#### 3 Connect within the Village

- ✓ Meet likeminded people
- ✓ On-site recycling facility
- ✓ Arts & Crafts
- ✓ Clubhouse
- ✓ Pool & Gym
- ✓ Affordable Internet for easy living

#### 2 Connect within the Community

- ✓ Attend local community sports & recreational events
- ✓ Village transport to help you get around (minibus)
- ✓ Join in community activities

## 7. Implementation

The Gingin Eco Lifestyle Village will be staged over a 7 to 10 year period based on demand and with stages providing leasehold sites for approximately 20 homes being produced bi-annually.

The Clubhouse facility will be completed in the first three years of the development to provide amenity and facilities that will enhance the lifestyle for those residents moving in to the Village in the early years.

A display village showcasing the homes will be built as a part of Stage 1 along with the main entrance. Specific home types may be pre-allocated for each homesite to optimise site orientation and landform.

The existing winter creek dam will be redesigned and reconstructed as a part of Stage 1 to capture stormwater runoff along with the lower retention basin.

Depending on the development approval, it is envisaged that on-site earthworks will commence in early 2019 with the display village opening in mid-2019.

## 8. Conclusion

The Gingin Eco lifestyle Village will fill a market demand for people over 45 who are seeking to downsize and enjoy country living on the city's doorstep.

The marketing of Gingin will be key in focussing the Perth market on looking north just beyond the sprawling urban corridor which, with the North Link extension to Muchea scheduled for completion in mid-2019, will position Gingin just 50 minutes from the Perth CBD offering a unique town in the valley lifestyle.

The Gingin Eco Lifestyle Village development will provide a sustainable boost to the local Gingin economy and underpin steady growth in health and well-being related services over time.

H&H Development Enterprises looks forward to working with the Shire and respectfully seeks the support of the Shire and Councillors for the expeditious approval of the Gingin Eco Lifestyle Village.

## 9. Appendices

<b>Appendix 1: Certificate of Title</b>	<b>Page 29</b>
<b>Appendix 2: Engineering Services Report - Urbanise</b>	<b>Page 31</b>
<b>Appendix 3: Geotechnical Report - CMW</b>	<b>Page 41</b>

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## Appendix 1: Certificate of Title

 WESTERN AUSTRALIA	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: small;">REGISTERED NUMBER</td> </tr> <tr> <td colspan="2" style="text-align: center; font-weight: bold;">11/D49921</td> </tr> <tr> <td style="text-align: center; font-size: x-small;">DEPUTY REGISTRAR</td> <td style="text-align: center; font-size: x-small;">DATE DUPLICATE ISSUED</td> </tr> <tr> <td style="text-align: center; font-weight: bold;">1</td> <td style="text-align: center; font-weight: bold;">29/12/2017</td> </tr> </table>	REGISTERED NUMBER		11/D49921		DEPUTY REGISTRAR	DATE DUPLICATE ISSUED	1	29/12/2017	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="text-align: center; font-size: x-small;">VOLUME</td> <td style="text-align: center; font-size: x-small;">FOUR</td> </tr> <tr> <td style="text-align: center; font-weight: bold;">1445</td> <td style="text-align: center; font-weight: bold;">330</td> </tr> </table>	VOLUME	FOUR	1445	330
REGISTERED NUMBER														
11/D49921														
DEPUTY REGISTRAR	DATE DUPLICATE ISSUED													
1	29/12/2017													
VOLUME	FOUR													
1445	330													

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

  
  
 REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 11 ON DIAGRAM 49921

REGISTERED PROPRIETOR:

(FIRST SCHEDULE)

SANVIDEL PTY LTD OF SUITE 24 LEVEL 3 25 WALTERS DRIVE OSBORNE PARK WA 6017  
(T N798377 ) REGISTERED 28/12/2017

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

(SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

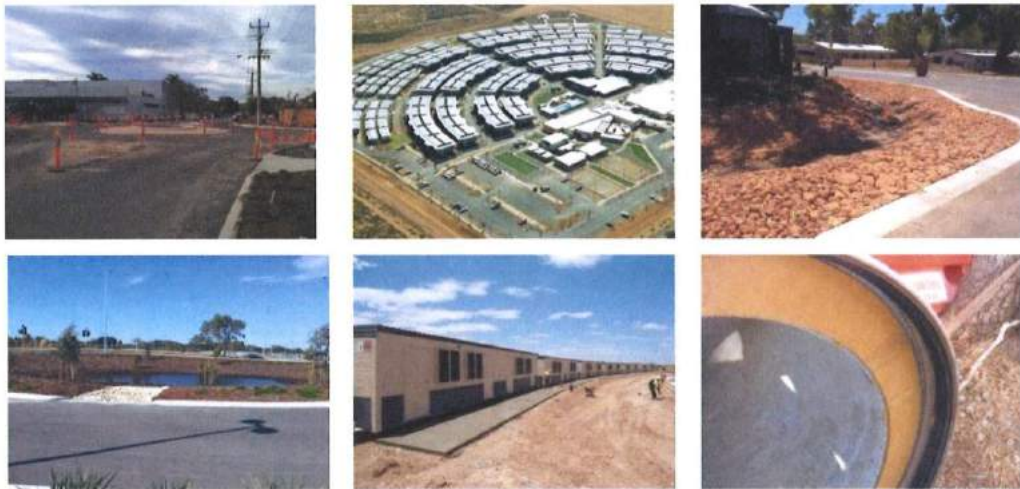
SKETCH OF LAND:	1445-330 (11/D49921)
PREVIOUS TITLE:	1392-444
PROPERTY STREET ADDRESS:	25 OLD MOOLABEENEE RD, GINGIN.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF GINGIN

NOTE 1: M262249 SECTION 138D TLA APPLIES TO CAVEAT M138536

## Appendix 2: Engineering Services Report - Urbanise



### SERVICING STUDY FOR GINGIN ECO LIFESTYLE VILLAGE FOR: H&H DEVELOPMENTS URB-Q0724 REVISION A



#### DOCUMENT HISTORY



Unit 210, 396 Scarborough Beach Rd  
Osborne Park WA 6017  
T: (08) 9202 8700  
[info@urbanise.net.au](mailto:info@urbanise.net.au)



Revision	Date issued	Created by	Reviewed by	Revision type
A	19/12/17	B.Paton	H. Millen	Initial Issue

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## 1 BACKGROUND

This study presents the results of a desktop investigation undertaken by Urbanise WA for proposed Gingin Eco-Lifestyle Village located at Lot 11 Old Mooliabeenee Road, Gingin (known as "Lot 11" for the remainder of this report). The following sections contained in this report further describe the likely conditions, servicing and works required for the purpose of the leasehold Lifestyle Village development.

Lot 11 is located in the Shire of Gingin, who is the governing local authority for the proposed development. The Shire's standards for development are the IPWEA guidelines. The site is currently zoned Rural un-coded and there are essential service infrastructure required for this development nearby.

### 1.1 GENERAL SITE EVALUATION

The subject land has an area of approximately 10.460 hectares (ha) and is located within the Shire of Gingin. It is located approximately 330m east from the intersection of Weld Street and Old Mooliabeenee Road.

It is proposed to construct up to 120 lifestyle village homes over Lot 11 as shown below.

Desktop study observations indicate the subject area is cleared of majority of trees and shrubs and is an old farm land/vineyard. An existing water tank and dam is located to the high point along the southern boundary.

No ground water contours are available for this site from Perth Ground Water Atlas.



### 1.2 ROADWORKS

The proposed development shows two access points will be provided off Old Mooliabeenee Road to service the proposed development, with the main entrance requiring a slip lane and road widening to the existing road.

The design of the internal roadways is to provide unambiguous internal movements and encourage a low speed and safe environment while maintaining a country style look. All internal roads will be

5.5m width two-way pavement with shoulders and no kerbs along lot frontages.

Based on the geotechnical information and design parameters for pavements, the pavement thickness will be required to be the order of 250mm.

The internal roadways will be typical for land leased lifestyle village where all internal roads are owned and maintained by the village.



### 1.3 STORMWATER MANAGEMENT

The existing Old Mooliabeenee Road drainage is to be upgraded with disposal towards the eastern side of the site. Subject to detailed design it is likely that approximately 50-75% of the stormwater could be redirected to the east based on levels in the feature survey. Subject to a Stormwater Management Plan, overflow from the retention basins may be directed to the Old Mooliabeenee drainage system.

A Stormwater Management Plan is expected as a condition of the Development Application for the site and will present the drainage management strategy that is proposed for implementation across the site.

A land lease development will provide flexibility in the implementation of alternative or innovative wastewater treatment solutions, as the system can be managed and controlled by the village owner rather than individual home owners.



### 1.5 WATER AND FIREWATER RETICULATION

The Water Corporation currently provides a 100mm diameter water main to Lot 5 which is adjacent to the site. This main may require upgrading and that will be determined following more detailed servicing discussions with the Corporation.

One key element for consideration in these discussions will be the static water pressure available to the site. The Town water supply is located south of the development site at an approximate elevation of 150m above sea level. The highest elevation of the development site is 130m, subject to pressure and head losses, there may not be sufficient pressure to adequately service homes to the south of the site at the higher levels.

Fire water reticulation main has been allowed throughout the site with a hydrant booster arrangement to be located at the main entrance off Old Mooliabeneene Road.



### 1.6 IRRIGATION AND LANDSCAPING

The Department of Water have advised there is a surficial aquifer, but this has a very low yield of the order of 0.5-1L/s.

The irrigation water to implement the landscape management plan for the site will be sourced from a sustainable mix of local groundwater, stormwater collection and treated wastewater recycling from the ATUs. A local water balance will be conducted to ensure the sustainable management of the proposed landscape plan which will feature areas of managed productive landscape (seasonal fruits and vegetables) together with native flowering shrubs and ground covers with shade trees for canopy cover and amenity.

Water will be managed to limit the use of potable drinking water to inside the homes and limit evaporation losses with the use of sub surface irrigation systems in landscaped areas.

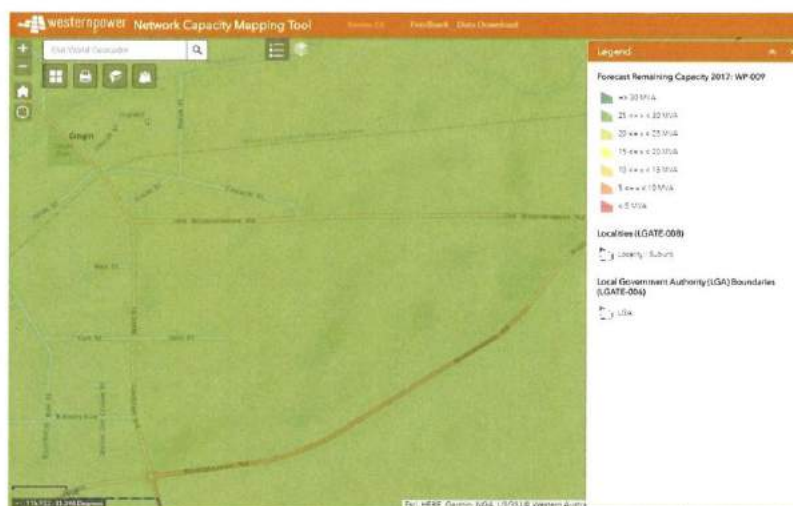
### 1.7 ELECTRICAL RETICULATION

There is an existing 22kV power line on the north side of Old Mooliabeneene Road, which will be the connection point into the development. From Western Power's information it appears there is capacity and the HV circuit the development can connect to this circuit.

Western Power will only provide one point of supply into the single lot development.

The intersection and crossover will require lighting. External light design can be undertaken by the electrical consultant and then Western Power provide a price for their component and contractor to install.

All electrical power reticulation throughout the development site will be underground. It is recognised that the proponent intends to install a solar battery microgrid to reduce the reliance on grid generated power to lower the energy costs to residents. This will reduce the need for traditionally sized headworks Infrastructure from Western Power which can be appropriately designed once the Development Approval is in place and can be located along Old Mooliabeenee Road.



### 1.8 TELECOMMUNICATIONS

Telstra communications is available in the area, but does not extend past the development site on Old Mooliabeenee Rd. Extension of Telstra communication will be required from either the existing homes to the west on Old Mooliabeenee Rd, or from Edwards St.

It is envisaged that telecommunications and broadband infrastructure in this development would be supplied via the National Broadband Network (NBN) which requires developers to install an approved pit and pipe system as part of the development.

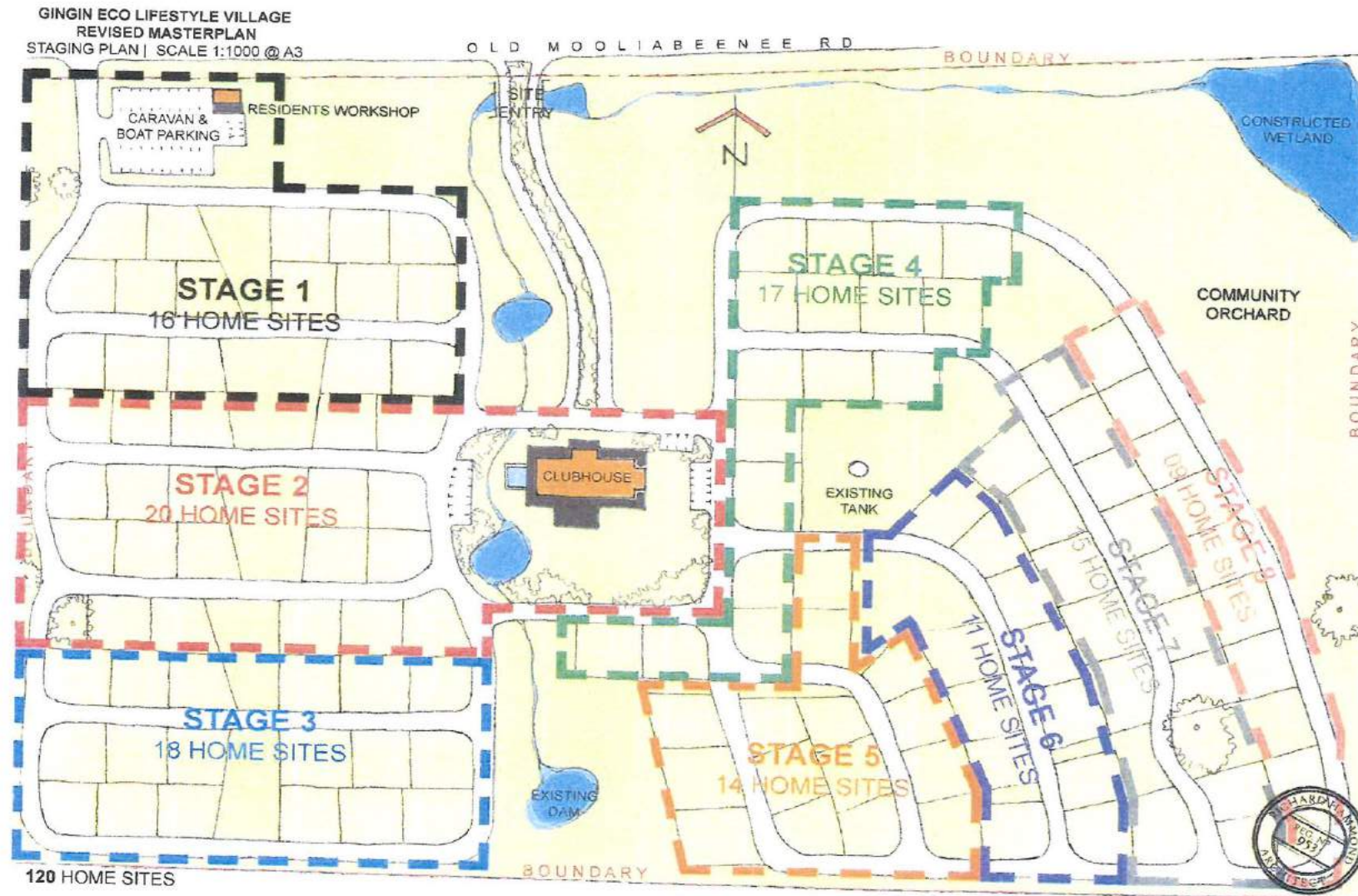
### 1.9 GAS RETICULATION

There are no gas reticulation network within Shire of Gingin.

## **Appendix 3:**

### **Geotechnical Report - CMW**

# APPENDIX 2



# APPENDIX 3

## SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

### APPLICATION FOR DEVELOPMENT APPROVAL PROPOSED ECO-LIFESTYLE VILLAGE ON LOT 11 OLD MOOLIBEENEE ROAD, GINGIN

No.	Submitter	Submission Detail	Recommended Response
1.	Ratepayer	<p>The Submitter <b>does not</b> support the proposal and makes the following comments:</p> <p><i>"Added to the copy of the attached sheet due on 19<sup>th</sup> Feb 2018. Now that the goal posts have moved I am concerned that 45 year old couples may have children, this may lead to Trespass, Vandalism and Littering."</i></p>	<p>The Residential Lease Agreement does not permit the permanent habitation of children within the Lifestyle Village.</p> <p>Children, grandchildren are allowed to visit but cannot exceed six weeks within any 12 month period.</p> <p><i>Trespass, Vandalism and Littering are not planning considerations.</i></p>
2.	Ratepayer	<p>The Submitter makes the following comments:</p> <p><i>"This site should be develop for age people who need medical care, someone to drive them to specialist appointments, 24 hours, 7 days care (if needed). Disability ramps, bathroom and toilet ramps, the homes to be fitted for people who have disabilities and what they need in their homes to have a better quality of life."</i></p>	<p>General comment received.</p>
3.	Ratepayer	<p>The Submitter <b>supports</b> the proposal and makes the following comments:</p> <p><i>"To ensure much needed medical facilities increased population is needed."</i></p>	<p>Noted.</p>

# APPENDIX 4

## SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

### APPLICATION FOR DEVELOPMENT APPROVAL PROPOSED ECO-LIFESTYLE VILLAGE ON LOT 11 OLD MOOLIABEENEE ROAD, GINGIN

No.	Submitter	Submission Detail	Recommended Response
1.	Ratepayer	<p>The Submitter <b>does not</b> support the proposal and makes the following comments:</p> <p><i>"In relation to the above proposal by H &amp; H Development Enterprises Pty Ltd, firstly, we wish to record our view that the development is the wrong location and too far removed from the central business district- shops, doctor, post office etc.</i></p> <p><i>With regard to the ownership of Lot 11, Old Mooliabeennee Road, we feel that the purchase price of \$195,000 for 10 hectares was a "steal" as far as H &amp; H Development Enterprises Pty Ltd (the Developer) is concerned. While we concede we may have missed the advertising of the proposed disposition of the land, it is noted in the Minutes of the council Meeting of 1 August 2017 that the Council agreed to sell the lot to Sanvidel Pty Ltd, so it is assumed that all mandatory, statutory advertising and notifications were undertaken in accordance with relevant Legislation. The decision to use the McGee's to value the property (at a cost of \$3850) is somewhat strange bearing in mind that there are two local Real Estate Agents who would have been more than capable of providing a valuation.</i></p> <p><i>Referring to the DA submission, we take the following comments in relation to a number of deficiencies in the document:</i></p> <p><i>1. Gingin Community Consultation (page 5):</i></p> <p><i>A citation from a Lancelin respondent on page 5 of the Community Consultation Report states "Need better housing options for an aging community – e.g. lifestyle village and shelter accommodation".</i></p>	<p>Please note only the relevant planning considerations have been addressed.</p> <p>Other comments are general comments received and therefore are not a planning consideration.</p> <p><u>Location of the caravan and boat parking bay</u></p> <p>In the event Council approves the proposal, a condition of the planning approval will require the following to address neighbours visual amenity concerns:</p> <p>Prior to occupation of Stage 1, vegetation is to be planted and maintained on the property to screen the caravan &amp; boat parking area, residents' workshop and recycling facility from the adjoining properties to the satisfaction of the Shire of Gingin.</p> <p><u>Club house facilities</u></p> <p>Prior to the commencement of Stage 3 of the development the club house is to be constructed in accordance with the approved plans.</p>

	<p><i>What relevance is there with comments from people in Lancelin in regards to Gingin?</i></p> <p><i>2. Gingin Community Feedback (Pie charts Page 6)</i></p> <p><i>Usually a pie chart displays a total of 100% - the House preference chart adds only 80% - what did the other 20% have to say – OR weren't their comments supportive?</i></p> <p><i>3. Village Masterplan (Page 11)</i></p> <p><i>The location of the caravan and boat parking bay, situated so close to Old Mooliabeenee Road could be an "open invitation" to thieves. Would it not be better located towards the rear of the property so as not to be a temptation and also, not to obstruct the "impressive views" of the homes in Stage 1?</i></p> <p><i>4. Housing Typology (Pages 12-15)</i></p> <p><i>No-where amongst the descriptions of the various house plans, is there any indication of the proposed cost of the homes. In our opinion, cost would have to be first and foremost in any prospective owners decision making process.</i></p> <p><i>5. Clubhouse Facilities (Page 16 &amp; 26)</i></p> <p><i>On page 26, there is an indication that the Clubhouse is likely to be constructed with three years. Is this upon completion of Stage 1, Stage 2 or when and is it dependant upon pre-determined number of home sales?</i></p> <p><i>6. Lower Living Costs (Pages 24 and 25)</i></p> <p><i>The proponent's statement in the Healthier Living component "Enjoy</i></p>	<p><u>Location and zoning of the subject lot</u></p> <p>This locality has been identified in the Shire of Gingin's Local Planning Strategy as future urban development. Furthermore, the subject lot is within the Gingin townsite and zoned General Rural which Local Planning Scheme No. 9, clause 4.8.6.9 allows at councils discretion land uses that are for aged persons accommodation and retirement village.</p> <p>The proposal complies with the above clause.</p> <p><u>Advertising of the proposal</u></p> <p>Please refer to Community Consultation in the Comment section of the Officer's report for further information.</p>
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	<p>walking through the village and to the local shops and community facilities" might be accurate if the development wasn't being proposed for the over 55 demographic! Walking up the hill to Old Mooliabeenee Road with a basket of shopping won't be easy!!</p> <p>The proponent has very cleverly provided details of cost savings – BUT for those Pensioners Eligible for Weekly Rent Subsidy only – and does Centrelink pay that subsidy if you are living in your "own home"? Some further clarification needs to be provided in this regard and also costings shown for those residents who are not Pensioners who will be paying \$4,010 in Annual Levy payments. If you take out the \$1560 allocated for gym memberships, the figures are even less flattering.</p> <p>In the "Stay Connected" box, there is a statement that "a minibus will help you get around: - who provides this, pays for it and drives it etc. Lots more clarification required here!</p> <p>Finally, in our view, the proponents are being very optimistic in regard to their plans to build 120 homes on this site. Have their Council, undertaken any studies to gauge the current level of interest? There appears to have been quite some confusion in the community as to where the development is actually going to be constructed and until the item appeared on the Shire's website and the "red" planning sign got erected on the lot, not many people knew anything about it! Isn't that what your "Council to Community" is for – inform people of what's going on."</p> <p>I have seen the sign on the property, and I have read the proposal on the Council website, BUT for such an important issue, to go one step further and place notices on Council notice boards would have made the Council look so much more proactive and communicative, not to mention including an item in the Council to Community publication!</p> <p>'Proposed Aged Person's Accommodation'</p>	
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	<p><i>Whereas in fact it is an over '55' Eco lifestyle village. There is a contradiction in terms for a start which is misleading.</i></p> <p><i>Elderly people who may have previously expressed an interest in Aged Accommodation during any Council consultation processes, would probably fall into the age group 70, 80 and above. As you would be aware, there are many people in that age demographic in Gingin who don't have a computer, or the necessary skills or desire to search websites. Nor do some of them have the ability or need to drive along Old Mooliabeenee Road to reach a red sign! Whereas, most of them look at notices on notice boards and in the shop windows and pick up free Northern Valley News.</i></p> <p><i>So, How do they find out about proposals that may be important to them?</i></p> <p><i>Notifying neighbours who may be affected by the proposal sounds and meets statutory requirements, but how many are there? Probably no more than half a dozen I would hazard to guess.</i></p> <p><i>Is a lack of submissions (because no-one knows about it) going to be interpreted by Council as "everyone thinks its great so lets go ahead"?</i></p> <p><i>While emailing on this topic, there are a few more comments I wish to make in relation to the proposal in addition to my submission lodged earlier:</i></p> <ol style="list-style-type: none"> <li><i>1. How are those residents without a car, or incapable of driving one, going to get from the proposed site to the Doctor, Chemist, Post Office, or shops, as Old Mooliabeenee Road is devoid of footpaths for use of pedestrians, bicycles or gophers?</i></li> <li><i>2. Are there going to be any homes built for rental accommodation?</i></li> </ol>	
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		<p>3. Will residents be permitted to have pets and if so, how is the rural post and wire fencing proposed, going to be adequate to keep dogs contained on the property?</p> <p>4. If aged people are going to reside in the houses, surely a flat site, rather than on the side of a hill would be more beneficial and probably save falls etc</p> <p>5. I am also disappointed that a number of Councillors and staff who have been asked the question, are unaware of this proposal and when and where it is going to be located, so not only has the general public been kept in the dark, so have those who should know about it!</p> <p>6. Have any Councillors, Shire Staff or more importantly the proponents, walked or tried to drive over that property in a moderate winter and witnessed the amount of water being shed off the hill to the South (Lot 101. Even with modern type drainage, what happens when the water in the constructed wetland overflows – where is it going to go then and who will meet the cost of installing additional drainage down the Gingin Brook? That raises more concerns with possible silting and contamination!!! Obviously more information is required concerning water/drainage issues.</p> <p><i>In closing much more detail is required before anyone could make an informed decision on relation to this proposal."</i></p>	
2.	Ratepayer	<p>The Submitter provides the following <b>general comments</b>:</p> <p><i>"1.Our main concern is the run off. In significant rain events now we have considerable runoff to the point of a gully being formed on the west side of our property.</i></p> <p><i>2. Would there be a large overhead transformer on our side of Old</i></p>	<p><u>Stormwater Runoff</u> The proposal will be required to retain all storm water onsite.</p> <p>In the event Council approves the proposal, the proponent will be required to submit an Urban</p>

		Mooliabeenee Road."	<p>Water Management Plan addressing such issues in design detail.</p> <p><u>Overhead transformer</u></p> <p>All power servicing the subject will be at the approval from Western Power.</p>
3.	Ratepayer	<p>The Submitter provides the following <b>general comments</b>:</p> <p><i>"Whilst the plan solves one problem, I envisage it creates another BIG problem. It seems to me there is actually no "Aged Care" factor in it. It has the potential to attract a big number of ageing people to a town with extremely limited aged care resources. We will need 3 Community cars, 2 more doctors, double Silver Chain etc. etc. We are not coping with present numbers as people age. The generation of people who made Gingin what it is, are being dispatched one by one to Perth, where they know no-one and are not known for what they have done in this town. They are just "that old lady/man in room x" and are treated with little dignity. People like ... are hanging in for now and receiving the best they deserve at the end of their life, but few can hold out much longer. In South Australia, there are residential places in the town which where they are known and people of the town take turns coming in and cooking home-cooked meals and including them in the community they know. This development NEEDS to include something to meet these needs. If not, there is a huge problem coming up down the track. We need to think ahead, and not just meet a current need. This development attract from other areas, even Perth, who will expect to be cared for in the next stage, and if it is not there they face a second upheaval, which older people don't cope with. That leads to mental health problems too. Please think better than just the convenience of smaller housing. Gingin people cope quite a well in their homes as they are until in to their 80's. They may not move at 55 and up."</i></p>	<p>General comment received. Not planning consideration.</p>

4.	Ratepayer	<p>The Submitter <b>does not</b> support the proposal and makes the following comments:</p> <p><i>"Preamble</i></p> <p><i>"At the outset of my response I wish to state the proposal does not address the issue of "Aged Care" in the town site of Gingin as undersigned in the covering note authorized by Jeremy Edwards, CEO - Shire of Gingin, on the Shire of Gingin website.</i></p> <p><i>It is, as the header of the document states, a "lifestyle" village and the proposed infrastructure caters for the over 55's within what essentially is a gated community.</i></p> <p><i>I have been to a number of the consultative meetings on the future of accommodation for seniors in the town site of Gingin and the need for <b>aged care</b> has always been the paramount concern – not a need for Lifestyle for over 55's. To use a respondents comment from Lancelin stating "... need for better housing options for an aging community – e.g. lifestyle village ..." to support this document is misleading. Firstly the Lancelin demographic is totally different to that of the town site of Gingin. This seaside town has generally had a large population of 2<sup>nd</sup> home owners who holiday within the community and want to retire fulltime to Lancelin, or annual holiday makers who would like to settle into the community at a future date. There is also a small adjunct population of service and fishing families.</i></p> <p><i>By way of comparison and contrast Gingin as the "capital" of the Shire already has a large population of aged and aging people who have retired from the surrounding farms and orchards. It also, in more recent times, has opened up the residential subdivisions of Honeycomb, Marchmont, Strathalbyn and the area near Wowra Drive. These home owners are now considering their future in terms</i></p>	<p>Please note only the relevant planning considerations have been addressed.</p> <p>Other comments are general comments received and therefore are not a planning consideration</p> <p><u>Aged Persons' Accommodation</u></p> <p>The proposal is for aged persons' accommodation which is defined as a person who is aged 55 years or over.</p> <p>Permitted residency of the Aged Persons' Accommodation (Eco-Lifestyle Village) is restricted to at least one resident being aged 55 years or over per dwelling, which shall be stipulated in the Residential Lease Agreement;</p> <p><u>Advertising of the proposal</u></p> <p>Please refer to Community Consultation in the Comment section of the Officer's report for further information.</p> <p><u>Stormwater Runoff</u></p> <p>The proposal will be required to retain all storm water onsite.</p> <p>In the event Council approves the proposal, the proponent will be required to submit an Urban Water Management Plan addressing such issues in design detail.</p>
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	<p><i>of aged facilities, but not in terms of "lifestyle villages" (They already have an existing "lifestyle" as residents of Gingin). These people are concerned for the provision of <b>assisted care</b> or equivalent in a smaller home on a smaller block within "their town". The Gingin Eco Lifestyle Village Document on no page mentions <b>assistance for the aged</b> – it caters for the fully independent who have caravans and boats, with access to onsite facilities through additional service fees. (As an aside all of these facilities, and more, are already available to our local residents – the town has a gym, swimming pool, any amount of Club Rooms attached to the existing sporting facilities and a fully equipped Men's Shed workshop)</i></p> <p><i>So in summary I do not support this proposal as an answer to the provision of <b>aged care for the townspeople</b> of Gingin as claimed in the website preamble announcing the project. Furthermore I think its presentation to the residents of the Shire of Gingin has been somewhat "sneaky" in terms of time frame and visibility of notification.</i></p> <p><i>It is my understanding the Gingin Eco Lifestyle Village DA Submission was placed on the Shire of Gingin's Website on 2 February 2018 and a sign was located at the Old Mooliabeenee Road site on the same day. However I believe the majority of the town's population would not have sighted either of these notifications until "conversation" started to circulate that a written comment was required by a closing date and time of 4.00pm 19 February 2018. There have, to the best of my knowledge, been no notices in the print media – West Australian, Northern Valley News or the Advocate - , no notices in the Gingin Shire Community to People newsletter, no notice on Gingin Shire Notice Boards or flyers on business outlets requesting public responses to this submission.</i></p> <p><i>Therefore a limited response from the general population must be expected; meaning it will not be a representative of public opinion.</i></p>	<p><u>Traffic, access road and footpath network</u></p> <p>Primary and secondary access to the site will be via Old Mooliabeenee Road. This road is already bituminised and has adequate width of 7.4m and does not require any further widening to accommodate the additional traffic generated by the proposed development. Although the current road surface of Old Mooliabeenee Road is in good condition it would be prudent to consider the developer installing a disabled access pathway (2.5m wide concrete path) on the south side of Mooliabeenee Road from the proposed main access.</p> <p>This length of path may be approximately (subject to detailed design) 200m from the proposed main access to the western boundary of Lot 11. To facilitate the installation of a pathway the road would need to be kerbed, drained and filled; similar to the existing standard west of Lot 11. The Shire may look at installing a disabled pathway on Old Mooliabeenee Road to link to the existing pathway network on Weld Street (i.e. between the western boundary of Lot 11 and Weld Street). The installation of the pathway would link the residents of Lot 11 to the amenities provided within the Gingin town site.</p> <p>Consideration should be given to the internal roadways being kerbed (negates open drains and culvert crossings) due to soil type and permeability as identified in geotechnical results in the report.</p>
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	<p><i>To meet the 4pm 19 February 2018 deadline this response is being sent by email and a signed hardcopy document will be at the Council Office a few days later to this date.</i></p> <p><b><i>Specific Comments on the Gingin Eco Lifestyle Village as presented in terms of site design, integration of residents within the broader Gingin community et al. (These comments are in no order of priority but as appear page by page in the document)</i></b></p> <p><b><i>1</i></b> <i>It caters exclusively for the active over 55's market (p4). It offers no accommodation or assistance for "aging in place". For example there is no mention of "call assistance" available within the house designs or village. Currently there is no after hours medical assistance available within the town. For after hours first aid and medical emergencies the town relies on a voluntary ambulance service which is required to take residents to medical centres that are some 60kms away. (A lack of volunteers is already creating problems for this invaluable service)</i></p> <p><b><i>2</i></b> <i>The model is clearly being marketed to the "metropolitan incomer" – stating the planned Muchea North Link will enable a "lifestyle destination on the doorstep of the Perth metropolitan area."(p4) In general other such lifestyle developments in regional towns have not met the needs of the aging local communities but have provided a cheaper way of living for former metropolitan residents who are "cashed up" following the sale of their city properties.</i></p> <p><b><i>3</i></b> <i>There is no mention the "Village" will provide rental accommodation. Currently this town has a number of former State Housing homes / units with aging residents. Where are they to get the capital for a purchase deposit and ongoing levies? There is also a considerable middle age cohort who rent privately within the town – where do they get the capital for home ownership with in this complex?</i></p>	<p>In the event Council approves the proposal a condition of the planning approval will require the applicant to submit prior to site works commencing a Traffic Impact Assessment and an Urban Water Management Plan to be approved to the satisfaction of the Shire of Gingin.</p> <p>Planning conditions have also been imposed on the provision of a disabled access pathway.</p> <p><u>Rural Fencing</u></p> <p>Clause 4.8.6.5 of LPS 9 states fencing shall conform to the standard of rural fencing in the district, and the use of solid panel fencings except in the immediate vicinity of the residence will only be permitted with the approval of local government.</p> <p>The proposal has stated that fencing will be rural style with open wire and posts. This type of fencing is considered to comply with the above clause.</p> <p><u>Pet Ownership</u></p> <p>Pet ownership is not a planning consideration. However the managers of the lifestyle village do allow pet ownership. All dog and cat control is administered under the Dogs Local Law 2004 (as amended) and Keeping and Control of Cats Local Law 2016 respectively.</p>
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		<p><i>4 120 modular homes with the potential for 180 residents on a 10 hectare site, a 30 bay boat caravan site plus community facilities is a "high density living plan" in my view vis a vis the open vista life style that is synonymous with the town site of Gingin. Potential issues that come with high density living include intolerance, lack of privacy, higher than desired noise levels etc. These factors then necessitate restrictive residential bylaws which have the potential to impose on the more common sense of civil liberties</i></p> <p><i>5 The question of <b>retired</b> over 55's being the primary residents of the Village must be challenged. Current Federal and State Government policy is to encourage and facilitate everyone to remain in the workforce until they are 70. This has been underscored with the incremental change in access to the aged pension over the last few years. Therefore it is likely that the residents of the lifestyle Village will not be the local aging/aged demographic but participating members of the general workforce – and where will these people work – not in the town site of Gingin but employed in the northern hubs of Joondalup/ Midland/ Ellenbrook, Malaga/ Wangara. This all in turn is facilitated by the Muchea North Link which is identified in the proposal as a bonus feature to desirability of this development. (p4) Already the town has a large number of residents who commute to these areas to work. In fact Gingin could already be defined as an emerging commuter town.</i></p> <p><i>6 Vehicle ownership for mobility is essential in country towns. Gingin is no exception – it has no daily return public transport service to the metropolitan area and no private taxi cab service. (Currently a taxi fare one way is in excess of \$150) Thus the residents of the proposed village will be required to own a vehicle. With 120 units and with a 1.5 person ratio (p19) it is likely there will be 180 vehicles for the 10 hectare site (exclusive of caravans, gophers, motor bikes). This is a matter of concern - and if a number of these are</i></p>	
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	<p><i>daily commuters for work it will add to already growing congestion and safety issues on the main arterial road – Brand Highway. It is also noted in the proposal "... the likely traffic movements will have minimal impact on Old Mooliabeenee Road ..." (p19) This statement must be challenged. The Old Mooliabeenee Road is the main road for the residents of the Gingin town site and the northern districts to travel to Bindoon. The local residents do not travel up to the roundabout at Honeycomb Road/ New Mooliabeenee Road, turn east and travel to Bindoon. The shortest distance between two points is to travel via the Old Mooliabeenee Road. So potential traffic hazards can be identified at the junction of the Eco Lifestyle Village and the Old Mooliabeenee Road. Another factor that must be considered is the proposed new Bindoon bypass road which will bring traffic to the west of Bindoon in the vicinity of the Wells Glover Road. This bypass will intersect on the Mooliabeenee Road bringing even more traffic past the EFV as it turns at the Old Mooliabeenee Road and then down into the Gingin town site.</i></p> <p><b>7 The provision of a Village transport (minibus) is obviously being used as a selling point for potential buyers.</b> However a "minibus" for a guesstimate of 180 residents does not compute; furthermore active over 55's generally use the convenience of their own vehicle for independent travel.</p> <p><i>Will the minibus be fitted with mobility aids – e.g. hydraulic steps? Growing commercial "online" business transactions and a cashless society is now reducing the necessity of people to leave their homes for service facilities such as the local Post Office, Bank, Shire Offices etc. Further more it has been well demonstrated that the local Gingin town site residents have embraced online grocery shopping with a major food chain. The "Coles truck" visits Gingin 7 days a week and is often delivering twice daily to the "doorstep" to meet demand. More recently the local IGA has commenced a like service.</i></p> <p><i>It is to be noted the Shire of Gingin does have a minibus which the ratepayers must be subsidizing through payment of rates. However it</i></p>	
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	<p><i>is grossly underutilized – possibly because of cost to hire or a lack of an appropriately qualified driver.</i></p> <p><i>(Maybe an ELV minibus's benefit would be in lending it to the existing truly aged in the broader Gingin town site – e.g. the Seniors/Pensioners/Men's Shed free of charge ?)</i></p> <p><i>The cost of maintaining a minibus would no doubt be looked at by the ELV management over time – and I would speculate this service could be withdrawn at some point should it be underutilized, as has happened in other "like" and aged facilities.</i></p> <p><i>8 There is no mention of the provision of health services for this aggregated number of people. Is there to be an onsite clinic within the complex for day to day problems that can be catered for by an advanced skills nurse or paramedic?</i></p> <p><i>Currently the town has one full time doctor and one part time doctor based at the Gingin Medical Centre. Appointments are already at a premium and a number of the residents seek medical review in other centres because of this fact.</i></p> <p><i>An increased town population does not guarantee that medical practitioners will naturally relocate to this potential increase in work load – especially if there is no supporting town hospital or paramedical services.</i></p> <p><i>An over 55's ELV will bring the increased health risks of this cohort - heart disease, obesity, diabetes. Not easy ailments to manage where there are no supporting specialty referral points/services.</i></p> <p><i>Added to all this although we have a newly established volunteer community car that takes people to and fro medical appointments – it is struggling to gain volunteer drivers and can only service a limited</i></p>	
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	<p><i>number of appointments on any given day. (Should the ELV get the "green light" a community car would be beneficial ).</i></p> <p><b>9</b> <i>Gated Community. As the ELV is described I do not see its residents contributing to the broader Gingin community nor its ambience. It has the potential ingredients of the gated communities as are popular in the United States</i></p> <p><i>It's "country club house facility"(p16) with stage, community kitchen/café area, fitness equipment, swimming pool and billiards room makes the development a self contained package. The Gingin town site has all of these facilities and many of them are underutilized – notably the Granville Hall and the Club Rooms of the various sporting groups.</i></p> <p><i>As the ELV is targeting the over 55's this gated community "feel" may not seem important to them per se. However for the broader town site the ELV will contribute little – both socially and financially – and it certainly is not providing what the <b>aging</b> population of the town site of Gingin has identified – services and facilities that keep them engaged and involved within their existing networks. Rather <b>it promotes exclusivity and isolation.</b></i></p> <p><i>If the Shire of Gingin does approve this facility I would highly recommend the Developers are not given approval for the building of the Clubhouse – but the residents of the ELV be directed to use the existing facilities within the town site. This strategy would increase flagging memberships to existing facilities and foster community participation and social inclusion. Again there are examples of such developments where by Councils have required Developers to use existing local facilities.</i></p> <p><b>10</b> <i>In the section, Engineering and Service Considerations (p19) I am more than a little concerned that there is no recognition of the potential drainage problems on this site. The site is located on the</i></p>	
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	<p>downward slope of the geographical location known as Molecap and is essentially sited on a clay soil (despite advising of an alluvial overlay in the written proposal) with a soak on its highest point on the southern boundary. The "old Gingin identities" who have had a long time connection with this area say it can become a boggy quagmire when the soak/dam overflows in association with the natural winter "run off" from Molecap. ( Yes it grows a good crop of hay in the <b>spring and summer months</b> due to good sub soil moisture)The Shire of Gingin has a very poor track record in identifying drainage problems in new subdivisions and site developments. The Honeycomb project was, and still is, beset with drainage problems and the sports complex known as the Hardcourts continues to have drainage problems that have not been resolved a decade after commencement of the project – and at an extra cost of many thousands of dollars. Tarmac and "roadside swales" will do little for storm water management at times of heavy downpours on this site – that is a guarantee. Rather I can see them channeling the water over onto Old Mooliabeenee Road – creating further engineering and traffic management problems.</p> <p><b>11</b> The actual housing typology is universal of most ELV sites but I wonder at their suitability to the increasingly arid hot climate of Gingin, especially without the aid of air conditioning which adds to cost. Air conditioners are not always 'whisper quiet', an essential ingredient in what I believe is a high density living project. Furthermore they are not mentioned as a "fitting" (p13,14,15)</p> <p>Added to this, as recently as Feb 16, 2018 the entire town site experienced a total 7 hour power blackout. There is no consideration in the paragraph on Power (p22) of a backup generator to supply this development with electricity – will the solar battery system (p 23) sustain power over this length of outage? There is no mention of ceiling fans (along with air-conditioning) Cooling breezes in the warmer months (p12) will be of little effect if the sea breeze does not arrive until very late in the afternoon when the temperature has risen</p>	
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		<p>to 40+ degrees – which is not uncommon temperature for Gingin in summer.</p> <p>On close review of the house floor plans I question the size and location of the windows. Although it is difficult to assess without specifications, the schematic drawings (p13,14,15) indicate they are small thereby not taking advantage of natural lighting and are poorly located to take in the valley view scapes of the cooling breezes (p12)</p> <p>It is also noted that the planned stove fitting is fully electric – oven and cook top (p13,14,15). This is not a practical installation when there is likely hood of power black outs – which are not an infrequent occurrence with the town site of Gingin."</p> <p><b>12</b> The notion of the fencing being "rural style with open wire and post."(p10) to support a village concept does not fit with an ability enclose small pets, which are identified in the pie chart (p6) as a major desire in a community feedback survey.</p> <p>It is acknowledged that the suburban colour "bond type fence" would be totally out of character with the rural ambience of Gingin but potential landholders must be able have the capacity to further add a finer netting to the lower reaches to what sounds like a "ringlock" type fence.</p> <p>However in no section of the ELV proposal is there acknowledgement <b>that pet ownership will be allowed.</b></p> <p><b>13</b> In association with the above point, should pets be allowed, there is no open plan leash free recreational area for dogs, or dog walks, within the site.</p> <p>Bored dogs and dog barking is a major cause of neighbourhood disputes. (And I would be a strong advocate for pet ownership, inclusive of other small rural animals such as chickens).Gingin's existing "off lease" dog runs are totally inappropriate for local pets.</p>	
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	<p><b>14</b> I do not see any footpaths in the plan linking the proposed ELV and the town site. There is currently no footpath on Old Mooliabeenee Road, Edward Street or Horan Street – the main roads leading into the shopping precinct.</p> <p>How are the residents (or their dogs) to safely walk to the town site or to any required facility? Gingin has a very poor network of footpaths within its existing residential area – would the Shire fast track this project at the expense of over 70% of the streets in the town site inclusive of the new subdivisions of Honeycomb and Marchmont where there are no footpaths either? Such a decision would be very unpopular with the townsfolk.</p> <p><b>15</b> The cost of the purchase price of a new home has not been quantified (not even a "guesstimate price" (p24) although values have been given for annual living costs (p25), and these have been for couples only, not singletons. Nor is there a value for the non pensioner. As previously noted in Dot point 5 this project has been developed for the active over 55 who potentially will still be working; or is a "self funded retiree" who will not qualify for assistance. Here too is a mixed message – as previously stated there is no mention of houses for rent within the complex - yet pensioner rental assistance is quoted (p25) as a potential saving.</p> <p><b>16</b> The actual site in terms of location and gradient is of concern. It is acknowledged it is not a level site with an average grade of approximately 5% (p 19) but the gradient from the main town site where the shops and service facilities are located is far greater. Potential ELV residents walking uphill with a bag of groceries would find it a challenge, be they 55 or 85 - even if there was a footpath, which there isn't. In essence if the project was for <b>aged accommodation</b> – which I clearly believe has been established it is not – it should be located more centrally in the township where there are a number of spare blocks of more suitable land – be they Council and privately owned.</p>	
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		<p><i>17 On the issue of gradient within the development the document talks of “.. a light touch approach whereby the homes will sit to minimize the use of retaining walls”(p10). Referring back to Dot point 14 retaining walls will contribute to the predicted drainage problems no matter how a “light touch” is planned.</i></p> <p><i>18 What safeguards have been put in place to prevent this ELV from becoming a country home holiday retreat for metropolitan home owners; thus precluding original Gingin residents from ownership ? Some 55's developments do allow this scenario, as do they also allow subletting by private owners.</i></p> <p><i>19 What is the business agreement between Sanvidal Pty Ltd and the Shire of Gingin if the public comment for the project is <b>unfavourable</b> ? Clearly Sanvidal have engaged H&amp;H Development Enterprises to develop, build and manage the ELV (p4) as they have an extensive track record in offering “alternatives to traditional retirement village offerings”(p17)</i></p> <p><i>Will the Shire buy back the land from Sanvidal and at what price – or will it be on sold to another developer by Sanvidal ? It is my understanding the original sale price to Sanvidal by the Shire of Gingin was at very generous terms (\$149,000 for a 10 hectare lot).</i></p> <p><i>Or is this just an exercise in “public consultation” as part of the “due process” required by government legislation – and the project will go ahead regardless? Which comes back to the original problem – that aged accommodation (not over 55's lifestyle accommodation) as identified at community forums for the residents of Gingin remains unaddressed.”</i></p>	
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5.	Ratepayer	<p>The Submitter makes a <b>general comment</b> on the proposal and makes the following comments:</p> <p><i>"As downhill neighbours to proposed village I am concerned about waste water run-off (though plans do say this is planned for) Generally I see no mention of any, over flow care provision so intending purchases would meet and realise they would need to return to the metro area should they need extra help. Therefore it does not address the documented (Gingin Community Consultation) need for better aged care services in any eray."</i></p>	<p>Please note only the relevant planning considerations have been addressed.</p> <p>Other comments are general comments received and therefore are not a planning consideration.</p> <p><u>Stormwater Runoff</u> The proposal will be required to retain all storm water onsite.</p> <p>In the event Council approves the proposal, the proponent will be required to submit an Urban Water Management Plan addressing such issues in design detail.</p>
6.	Ratepayer	<p>The Submitter <b>does not</b> support the proposal and makes the following comments:</p> <p><i>"1. As our block is zoned rural with this development will it change. 2. As we run a small amount of stock, they may find smell, dust and noise offensive. 3. Rubbish control (wind blown rubbish) 4. Fencing? 5. Rentals, guarantee only over 55's live there 6. Will possible future subdivision be affected by this."</i></p>	<p>Please note only the relevant planning considerations have been addressed.</p> <p>Other comments are general comments received and therefore are not a planning consideration</p> <p><u>Zoning</u> The subject of this proposal will not affect the current zoning of adjoining properties.</p> <p><u>Notification on Titles</u></p> <p>In the event Council approves the proposal a condition of the planning approval will notify future purchasers of the following:</p>

			<p>i. Each dwelling located within the aged persons accommodation (eco-lifestyle village) shall be occupied by at least one resident aged 55 years or over.</p> <p>ii. located in a General Rural locality which the land may be affected by emissions from adjoining agricultural land uses.</p> <p><u>Aged Persons' Accommodation:</u></p> <p>In the event Council approves the proposal a the following condition of the planning approval will ensure that it is compliant with the definition of an aged persons accommodation.</p> <p>Permitted residency of the Aged Persons' Accommodation (Eco-Lifestyle Village) is restricted to at least one resident being aged 55 years or over per dwelling, which shall be stipulated in the Residential Lease Agreement.</p>
7.	Ratepayer	<p>The Submitter <b>does not</b> support the proposal and makes the following comments:</p> <p><i>"This land, designated for an Aged Care Facility by the Shire , is now proposed to be changed to a "Lifestyle Village for Over 55s " with no Care component included.</i></p> <p><i>According to Shire information , there are currently waiting lists for both the current Aged Care units in Gingin &amp; Lancelin.</i></p> <p><i>These proposed houses will not meet this current identified need .</i></p> <p><i>Concerns raised by.... re servicing the care needs of future residents</i></p>	<p>Please note only the relevant planning considerations have been addressed.</p> <p>Other comments are general comments received and therefore are not a planning consideration.</p> <p><u>Stormwater Runoff</u></p> <p>The proposal will be required to retain all storm water onsite.</p> <p>In the event Council approves the proposal, the proponent will be required to submit an Urban Water Management Plan addressing such issues</p>

	<p><i>within the capacity of local groups are valid and should be taken into account in assessing this application</i></p> <p><i>Sylvia has been the driving force in organising volunteers to try to address current unmet aged care needs in Gingin.</i></p> <p><i>Other queries -</i></p> <p><i>Will there be a manager on site to ensure the smooth running of the facility ?</i></p> <p><i>Given the acknowledged current problems re supply of water , site drainage and lack of sewerage in the Gingin townsite , how reliably functional will the proposed on site planning solutions be ?</i></p> <p><i>Fire &amp; Safety - as the village has only one entrance and multiple small streets , will this enable sufficient access for Fire &amp; Safety vehicles ?</i></p> <p><i>Could you please explain what is meant by - "Owned freehold by Sanvidel Pty , Ltd as Trustee for Gingin Eco Lifestyle Village " and what is "A 60 year Land/Lease Model "?</i></p> <p><i>Given that today is the last day to submit comments to the Shire , a prompt acknowledgement of this email is required."</i></p>	<p>in design detail.</p> <p><u>On-Site Effluent</u></p> <p>The proposed development would not be connected to deep sewer, instead utilising ATU units to treat waste water, which could then be utilised for the landscaped areas. It should be noted the proponent will be required to obtain the necessary approvals for the ATU's from the Department of Health.</p> <p><u>Fire and Safety</u></p> <p>The subject lot is not within a bushfire prone area. At the detailed design stage the applicant/landowner will need to ensure the road is designed to accommodate the required emergency service vehicles.</p> <p><u>Freehold Lot</u></p> <p>The definition of a freehold lot according to Landgate is 'the greatest estate that can be held by a person without being the absolute owner, which is the Crown'. Should the submitter require further information they are encourage to contact Landgate.</p>
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### **11.3.5 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED AGRICULTURE INTENSIVE (ANNUAL HORTICULTURE) AND ASSOCIATED GREEN HOUSES (X14) AND TWO WATER TANKS ON LOT 105 (1902) MOGUMBER ROAD, RED GULLY**

<b>FILE:</b>	<b>BLD/6931</b>
<b>APPLICANT:</b>	<b>CAILLAM BRUYN</b>
<b>LOCATION:</b>	<b>LOT 105 (1902) MOGUMBER ROAD, RED GULLY</b>
<b>OWNER:</b>	<b>ROBERT M GASPAR</b>
<b>ZONING:</b>	<b>GENERAL RURAL</b>
<b>WAPC NO:</b>	<b>N/A</b>
<b>AUTHOR:</b>	<b>MAHSA FARROKHI – PLANNING OFFICER</b>
<b>REPORTING OFFICER:</b>	<b>KYLIE BACON – ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT</b>
<b>REPORT DATE:</b>	<b>19 JUNE 2018</b>
<b>REFER:</b>	<b>NIL</b>

#### **OFFICER INTEREST DECLARATION**

Nil

#### **PURPOSE**

To consider an Application for Development Approval for proposed agriculture intensive (annual horticulture) use, 14 associated green houses and two water tanks on Lot 105 (1902) Mogumber Road West, Red Gully.

#### **BACKGROUND**

The Shire received an Application for Development Approval on 30 April 2018 for an agriculture intensive (annual horticulture) use and associated infrastructure to be developed on the site. The subject lot is 19ha in area and currently contains an existing outbuilding and pump shed. The proposed development area is clear of vegetation, however the northern portion of the site contains remnant vegetation.

The proponent is seeking approval to construct 14 green houses to grow cucumbers, strawberries and tomatoes over 0.64 hectares of land. The proposed greenhouse structures are 8 metres in width and 55 metres in length with a ridge height of 5 metres. The overall development area is 120 metres in length and 56 metres in width which equates to a total area of 0.64 hectares. The proposal includes two 26,000 litres water tanks with a diameter of 5.5 metres to be positioned to the west of the green house.

The development area is setback 30 metres from the front (Mogumber Road West) boundary. The front portion of the subject site has previously been used to grow Lucerne hence the development area is clear of vegetation.

A location plan, aerial image and copy of the applicant's proposal are provided as **Appendix 1**.

## COMMENT

### Community Consultation

The application was advertised to the surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. No response was received by the Shire.

## PLANNING FRAMEWORK

### Local Planning Scheme No 9 (LPS 9)

The subject lot is zoned General Rural under LPS 9, the objectives of which 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.*

Agriculture Intensive is a “D” – Discretionary land use within the general rural coding. Agriculture Intensive is considered to be a primary use in the zone and as such should be encouraged as per the above objectives.

The land use ‘Agriculture Intensive’ is defined as follows:

*“Agriculture – Intensive means, premises used for trade or commercial purposes, including outbuildings and earthworks, associated with the following:*

- a) *The production of grapes, vegetables, flowers, exotic, or native plants, or fruit or nuts;*
- b) *The establishment and operation of plant or fruit nurseries;*
- c) *The development of land for irrigated fodder production or irrigated pasture (including turf farms); or*
- d) *Aquaculture”.*

### Local Planning Scheme No 9 Setbacks

The proposed green houses are required to be set back a minimum of 20m from the lot boundaries as per Table 2 – Site Requirements. The proposed green houses are setback 30 metres from the front (Mogumber Road West) boundary and therefore comply from a setback perspective.

### Local Planning Policy 1.6 – Agriculture Intensive (LPP 1.6)

The proposal is considered to be ‘Annual Horticulture’ as defined by LPP 1.6 which states:

*“The commercial market gardening of all varieties of shallow rooted vegetables and flowers that can be sown and harvested within a twelve month period. The essential character of this use is that the soil is cultivated mechanically at least once a year, fertilised regularly and re-used on a continual basis”.*

It should be noted that clause 3.1.9 of the general development standards outlined in LPP 1.6 states:

*“All horticulture activity (excluding tree farms) shall have a minimum distance of 200 metres, or a distance satisfactory to Council, from any Conservation Category Wetland, as defined and identified in the Water and Rivers Commission’s Geomorphic Wetland Database, or defined through other means acceptable to Council. Included within this minimum distance there shall be a dense native vegetation buffer of not less than 20 metres in width, to be established prior to the commencement of development and maintained for the duration of the development.”*

The subject property abuts the Moore River along the northern boundary. The proposed development area is set back approximately 280 metres from the Moore River and therefore satisfies the above development standard. This notwithstanding, there is significant vegetation between the proposed development area and the Moore River acting as a further vegetative buffer. No adverse impact to the Moore River is anticipated to occur as a result of the development.

### Environmental Impact/Separation from Sensitive Land Uses

The following external guidelines provide guidance in relation to buffer/separation distances for local government when considering applications for irrigated horticulture and sensitive uses (i.e. dwellings).

- State Planning Policy 2.5 - Rural Planning;
- Department of Health (DOH) – Guidelines for Separation of Agricultural and Residential Land Uses (August 2012) (DOH Guidelines); and
- Environmental Protection Authority – Guidance for the Assessment of Environmental Factors; Separation Distances between Industrial and Sensitive Land Uses (June 2005).

The proposal falls under the definition of a 'market garden' for the purpose of calculating the recommended buffer distance using the abovementioned policies. A 300m buffer setback is recommended from the horticulture activity and the closest sensitive land use (i.e. dwelling). There are no habitable dwellings located within 300 metres of the development area.

### Traffic Implications

The proponent has advised that heavy rigid vehicles will attend the property 1-2 times each week. The officer's recommendation includes upgrading the existing crossover to the satisfaction of the Shire's Operations/Construction Department.

### Stable Fly

Stable Fly is a declared pest under the *Biosecurity and Agriculture Management Act 2007* and is managed by the *Biosecurity and Agriculture Management (Stable Fly) Management Plan 2016*.

In order to minimise the effects of stable flies on the community, the Shire is required to be satisfied that the horticultural activity manages waste appropriately on the site. Given the nature of the horticultural activity and the fact that there is no processing onsite, waste will be appropriately managed.

### Servicing

Any additional servicing requirements will be the applicant's responsibility.

### Water Supply

The property is currently serviced by a 100,000kL water license granted on 10 December 2009. Given LPP 1.6 outlines that development applications for irrigated horticulture will be processed purely on land use planning grounds without regard to water licensing, Administration is of the view that it is the applicants' responsibility to ensure an appropriate water source is secured and approved by DWER.

### State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being bushfire prone. This notwithstanding, given the land use proposed is Agriculture Intensive with associated green houses, Planning Bulletin 111/2016 provides for an exemption from the requirement for a BAL assessment given the green houses will not be occupied for any considerable amount of time.

### Summary

In view of the above assessment, Administration is of the view that the site is capable of accommodating the proposed Agriculture Intensive (Annual Horticulture) use, associated green houses and water tanks and that the activity is consistent with the objectives of LPS 9.

## STATUTORY ENVIRONMENT

### *Local Planning Scheme No 9*

#### Part 3 – Zones and the Use of Land

##### 3.2 Objectives of the Zones

#### Part 4 – General Development Requirements

##### 4.7 General Development Standards

##### 4.8.6 General Rural Zones

#### Local Planning Policy 1.6 Agriculture Intensive

Department of Health (DOH) Guidelines for Separation of Agriculture and Residential Land Uses (August 2012) (DOH Guidelines)

Environmental Protection Authority Guidance for the Assessment of Environmental Factors; Separation Distances between Industrial and Sensitive Land Uses (June 2005).

## POLICY IMPLICATIONS

Nil

## BUDGET IMPLICATIONS

Nil

## STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

<b><i>Focus Area</i></b>	<i>Economic Development</i>
<b><i>Objective</i></b>	<i>4. To support economic development through the Shire's service delivery.</i>
<b><i>Outcome</i></b>	<i>4.2 Food Bowl A strategically significant agricultural hub to the Perth Metropolitan Area</i>

## VOTING REQUIREMENTS – SIMPLE MAJORITY

## RECOMMENDATION

It is recommended that Council, grant Development Approval for the proposed Agriculture Intensive (Annual Horticulture) and associated green houses (x14) and two water tanks on Lot 105 (1902) Mogumber Road West, Red Gully subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans and specifications, unless otherwise conditioned by this approval.

2. The development area shall be limited to a maximum of 0.64 hectares at any one time and shall at all times be set back in accordance with the approved plans.
3. This approval is for an Agriculture Intensive (Annual Horticulture) use, 14 green houses and two water tanks only.
4. The crossover servicing the existing subject lot is required to be upgraded to the satisfaction of the Shire of Gingin.
5. The Agriculture Intensive (Annual Horticulture) shall comply at all times with the submitted Farm Management Plan to the satisfaction of the Shire of Gingin.
6. The Shire reserves the right to inspect or request any of the management plans that are conditioned as part of this planning approval at any time.
7. Within 45 days from the approval date, 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 within a bushfire prone area.*

#### 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 2 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: Premises are to comply with the requirements of the *Public Health Act 2016* and all relevant health legislation.
- Note 5: This approval is not a building permit or an approval under any law other than the *Planning and Development Act 2005*. It is the responsibility of the applicant/owner to obtain any other necessary approvals, consents and/or licences required under any other law, and to commence and carry out development in accordance with all relevant laws.
- Note 6: The Applicant is reminded that this Development Approval is not to be interpreted as an approval to extract and use groundwater supplies, nor does it imply that the Shire of Gingin has knowledge in relation to availability of groundwater supplies.
- Note 7: It is advised that the proposal should at all times comply with the *Biosecurity and Agriculture Management (Stable Fly) Management Plan 2016* in order to minimise the effects of stable flies on the community.

- Note 8: The operation will be required to comply with *Environmental Protection (Noise) Regulations 1997*.
- Note 9: Where any native vegetation clearing is proposed, it will be necessary to contact the Department of Water and Environmental Regulation (DWER) to obtain necessary approvals.
- Note 10: Please be advised that the property may attract Differential Rating for Intensive Agriculture.

## RESOLUTION

**Moved Councillor Morton, seconded Councillor Rule that Council, grant Development Approval for the proposed Agriculture Intensive (Annual Horticulture) and associated green houses (x14) and two water tanks on Lot 105 (1902) Mogumber Road West, Red Gully subject to the following conditions:**

- 1. The land use and development shall be in accordance with the approved plans and specifications, unless otherwise conditioned by this approval.**
- 2. The development area shall be limited to a maximum of 0.64 hectares at any one time and shall at all times be set back in accordance with the approved plans.**
- 3. This approval is for an Agriculture Intensive (Annual Horticulture) use, 14 green houses and two water tanks only.**
- 4. The crossover servicing the existing subject lot is required to be upgraded to the satisfaction of the Shire of Gingin.**
- 5. The Agriculture Intensive (Annual Horticulture) shall comply at all times with the submitted Farm Management Plan to the satisfaction of the Shire of Gingin.**
- 6. The Shire reserves the right to inspect or request any of the management plans that are conditioned as part of this planning approval at any time.**
- 7. Within 45 days from the approval date, 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 within a bushfire prone area.***

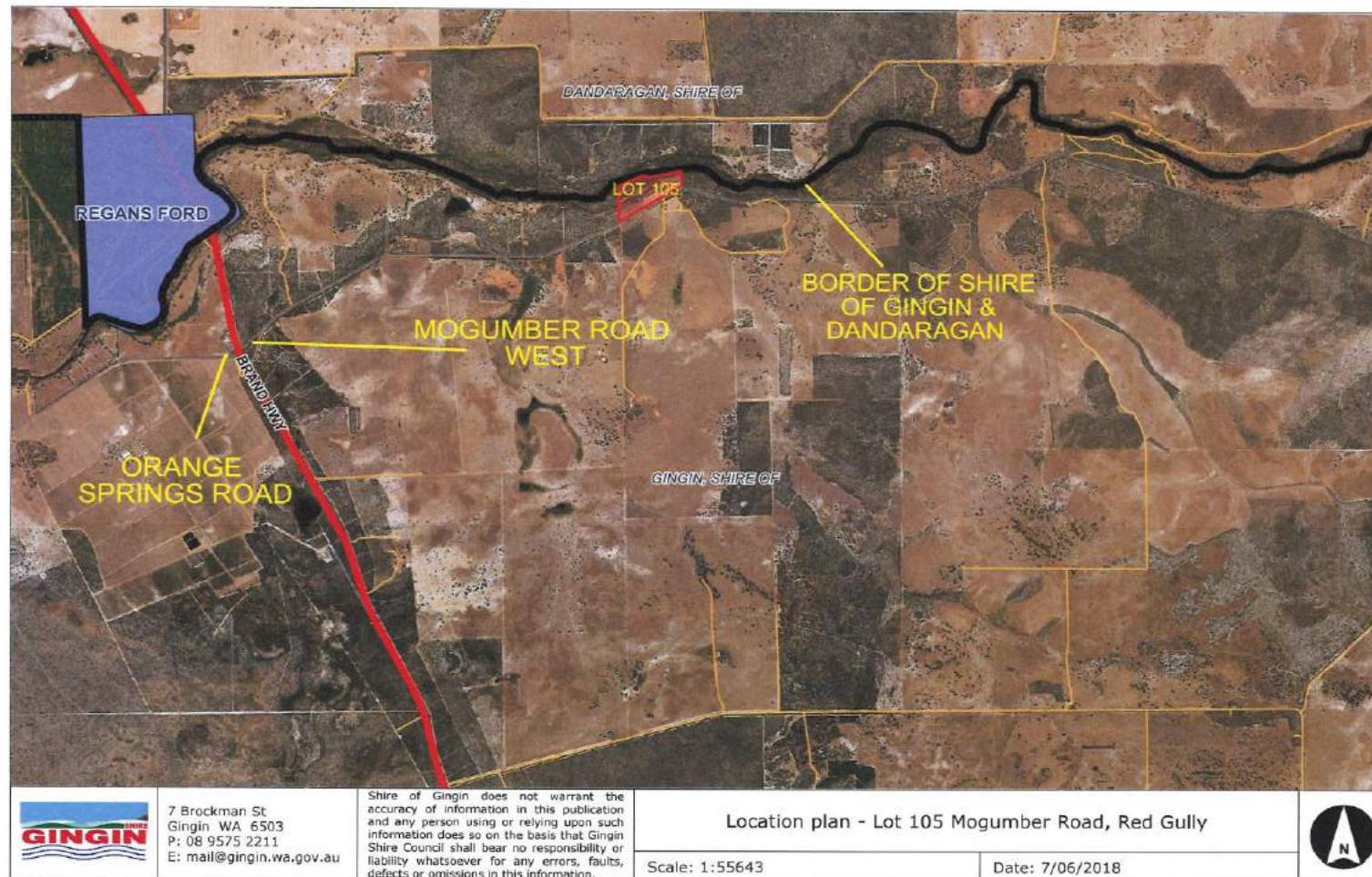
## ADVICE NOTES

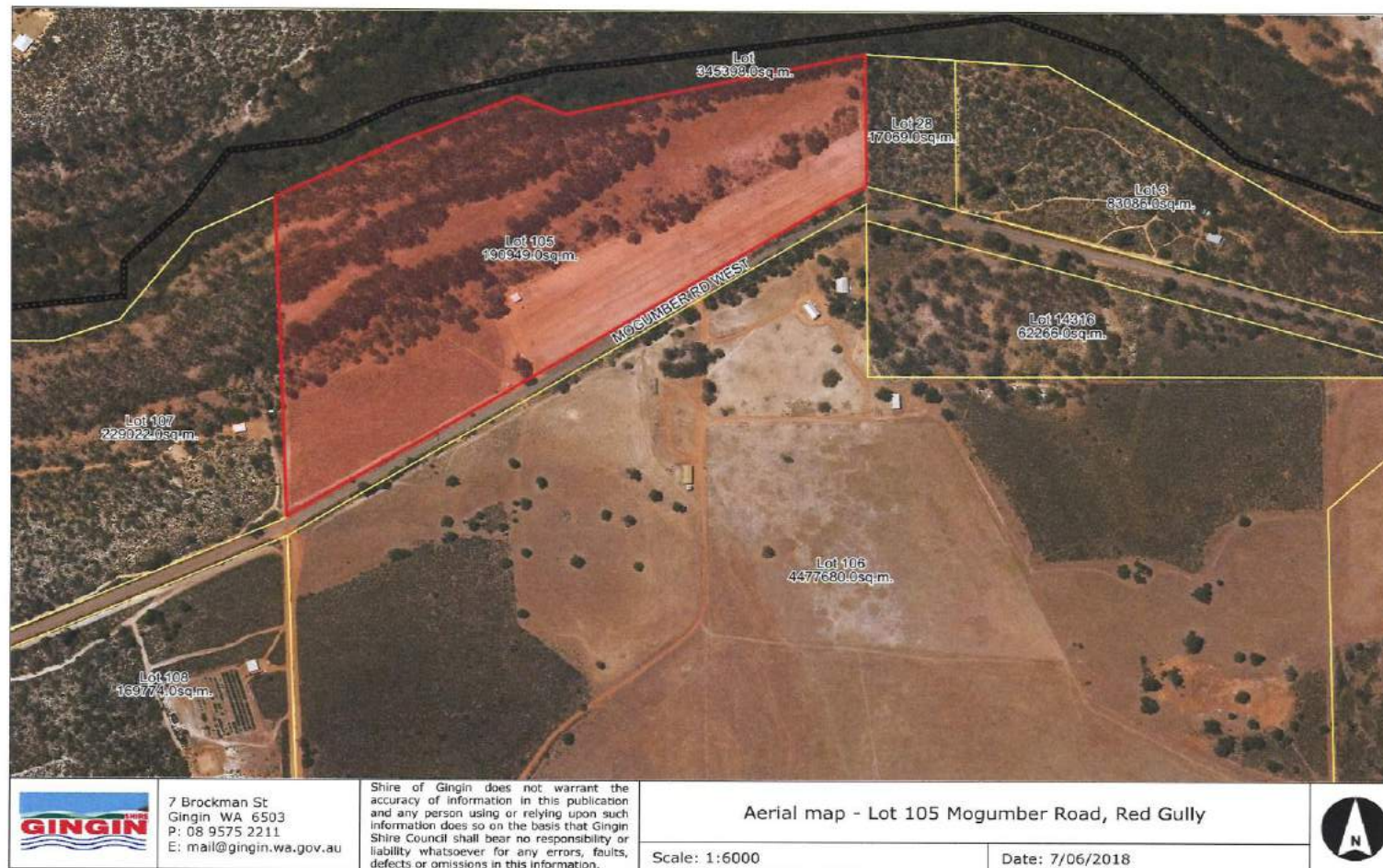
- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.**

- Note 2:** If the development subject to this approval is not substantially commenced within a period of 2 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:** Premises are to comply with the requirements of the *Public Health Act 2016* and all relevant health legislation.
- Note 5:** This approval is not a building permit or an approval under any law other than the *Planning and Development Act 2005*. It is the responsibility of the applicant/owner to obtain any other necessary approvals, consents and/or licences required under any other law, and to commence and carry out development in accordance with all relevant laws.
- Note 6:** The Applicant is reminded that this Development Approval is not to be interpreted as an approval to extract and use groundwater supplies, nor does it imply that the Shire of Gingin has knowledge in relation to availability of groundwater supplies.
- Note 7:** It is advised that the proposal should at all times comply with the *Biosecurity and Agriculture Management (Stable Fly) Management Plan 2016* in order to minimise the effects of stable flies on the community.
- Note 8:** The operation will be required to comply with *Environmental Protection (Noise) Regulations 1997*.
- Note 9:** Where any native vegetation clearing is proposed, it will be necessary to contact the Department of Water and Environmental Regulation (DWER) to obtain necessary approvals.
- Note 10:** Please be advised that the property may attract Differential Rating for Intensive Agriculture.

**CARRIED UNANIMOUSLY**

**APPENDIX 1**





## FARM OPERATION MANAGEMENT PLAN

CUCUMBER FARM  
OWNER – Robert Gasper  
LOT 105 MOGUMBER ROAD WEST, WA, 6503



## INTRODUCTION

Constructive Building Consultants Pty Ltd has been contracted by Robert Gasper to assist with the approval process for the newly proposed cucumber, tomatoes & strawberry farm.

## PROPOSED WORKS

- Earth Works (preparation of planting area)
- Concrete Footing For Steel Frame
- Roof Cover (steel frame)
- Reticulation
- Water Tank Installation
- Driveway & Crossover preparation
- Plantation and Cultivation of cucumber, tomatoes & strawberry's.

## DUST MANAGEMENT

Dust generation will be most likely during the earthworks stage prior to the pouring of the concrete footings. During the course of the construction, only incidental dust generation is likely to occur. All other construction methods and materials are relatively dust free or carried out within minimal dust. We can also expect minor regular dust from farm machinery during the occupation and operation of the farm. However given the location of the planting area, it is highly unlikely that the dust will travel over the boundary of the lot, especially when most of the crop is within a green house.

## PEST MANAGEMENT

Weed control can be achieved with a good crop rotation systems & herbicides. Several pre plant and post emergence herbicides are available for cucumbers, depending on the specific weed problem and the stage of fruit/vegetable growth. If infestation levels are mild, early cultivation (prior to vine running) can help minimize weed problems.

Insects can be a major problem in fruit and vegetable production. Beetle, aphids, cutworms, maggots, leaf miners, and mites all can cause crop losses. Monitoring insect populations will help determine when to use pesticides and how often you should spray.

Many diseases can be prevented by having a good crop rotation system, using soil with good water and air drainage, and planting disease-resistant varieties. When using any pesticides in your enterprise, remember to follow all label recommendations regarding application rates and personal protection equipment (PPE) requirements. Also remember that any Worker Protection Standards (WPS) apply to the owner as well as to employees.

Within two days of finishing the harvest, the waste must be mulched, water turned off, and the area sprayed with insecticide. The depth for deep burial of vegetable waste in pits has to be a min 500mm, combined with an insecticide treatment, to prevent adult stable flies emerging from under the sandy soil.

Removal of potential breeding sites must be the first step in any effort to manage stable flies as it is by far the most effective.

Good management practices include:

- Placing reject vegetable produce, including lawn clippings, into pits and covering regularly with soil.
- Animal manures should only be stockpiled for a short period (less than three days) before covering with plastic to protect them from getting wet. Alternatively, manure should be removed and used as a blend for compost or sprayed with insecticide to prevent fly development. These practices will greatly reduce stable fly breeding sites and lessen the need for chemical control.
- Fly traps  
Protein-based traps put out to catch houseflies, blowflies and bushflies will not catch stable flies because they are not attracted to rotting protein. White boards with a sticky surface will attract them as they are likely to rest on a cool, vertical surface after a blood meal. The Williams trap is the simplest form and uses a white alsynite panel painted with a non-drying glue such as Stikem® to catch the flies (see Figure 1). These traps are specific to stable flies and catch very little else.



Stable flies caught on a Williams trap

#### **CONTRACT CO-ORDINATION**

All subcontractors shall be advised of these conditions listed in within this farm management plan. All processes outlined are to be amended/reviewed annually.

---

#### **HOURS OF WORK**

Hours of work permitted are 7am to 7pm weekdays & Saturdays.  
No work will be undertaken on Sunday's or Public Holidays.

#### **WORKS OUTSIDE OF STANDARD HOURS**

For work to occur outside of the standard hours noted in Hours Of Work, an application for prior approval must be made to the Local Shire. The applicant must justify the request for additional hours including,

- Detail and duration of the proposed activity.
- Predicted noise levels from activity.
- Details of noise & dust control measures.
- Procedures to monitor noise during the activity.
- Complaint response procedure.

#### **MEASUREMENT OF NOISE**

All plant machinery brought to the site for the works will be required to be maintained in good condition and have a noise certification confirming that for normal operation conditions the noise emitted by the machine is within the noise levels stated the Environmental Protection (Noise) Regulations 1997 as applicable to farming.

#### **TREE PROTECTION**

All trees identified by shire to remain will be protected. Only the area outlined for new structures or farm development will be permissible for land clearing.

#### **CAR PARKING**

Sufficient amount of limestone hard stand shall be supplied for workers to able to park cars.

The crossover and road is to be kept free of debris to avoid sand drift spilling onto the road. If debris is present the road shall be swept immediately.

## NOISE MANAGEMENT

All noise emissions will be managed to be within the Environmental Protection (Noise) Regulations 1997 as applicable to farming

### 12. Rural premises

#### (1) In this regulation —

**farming vehicle** means a motor vehicle which is used for, or in association with, soil preparation and cultivation, land drainage and water management, crop seeding and planting, crop spraying and fertilisation, pest management, produce harvesting or stock management.

As at 24 Jan 2017

Version 02-c0-00

page 19

Extract from [www.slp.wa.gov.au](http://www.slp.wa.gov.au), see that website for further information

#### **Environmental Protection (Noise) Regulations 1997**

**Part 2** Allowable noise emissions

**Division 2** Various premises and activities

**r. 13**



- (2) This regulation does not apply to noise emitted from a farming vehicle —
- (a) on premises used for intensive animal husbandry, poultry farming or dog kennels; or
  - (b) used for pumping water for crop or pasture irrigation, stock watering or land drainage.
- (3) Regulation 7 does not apply to noise emitted from a farming vehicle on rural premises at any time between sunrise and sunset if the farming vehicle complies with subregulation (5).
- (4) Regulation 7 does not apply to noise emitted from a farming vehicle on rural premises at any time between sunset and sunrise if —
- (a) the farming vehicle complies with subregulation (5); and
  - (b) the occupier of the premises shows that it was reasonably necessary for the vehicle to be operated at that time and not between sunrise and sunset.
- (5) A farming vehicle complies with this subregulation if the occupier of the premises shows that the vehicle, including its noise reduction system, has been maintained to a reasonable standard.

[Regulation 12 amended in Gazette 5 Dec 2013 p. 5663.]

#### DELIVERIES & SITE SET UP

The trucks visiting the site once or twice every week will be one of the two trucks shown below.

##### 8 Description of truck configurations

Rigid Trucks		Coding	GVM / GCM (tonnes)	Potentially a modular combination
2-axle rigid		R11	15.5	NA
3-axle rigid		R12	23.0	NA

#### SECURITY

The compound will be visibly closed to deter any of the public from entering the site out of work hours.

#### COMPLAINT RECORDING & MONITORING

All complaint calls will be recorded as follows:

Caller Name: \_\_\_\_\_

Date and Time: \_\_\_\_\_

Nature of Complaint: \_\_\_\_\_

Severity of Complaint: \_\_\_\_\_

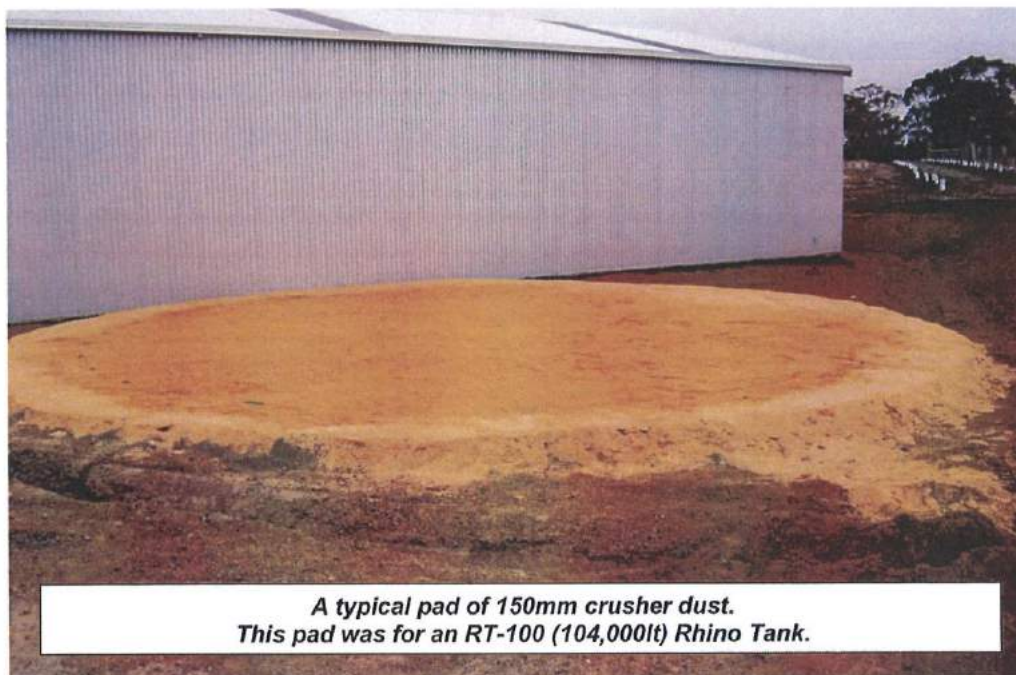
Log of remedial action, if any, undertaken: \_\_\_\_\_

Log of return call: \_\_\_\_\_

Pad Specification Guidelines  
SLS-PRO-007

## 5. PAD SIZES

Model	Gallons	Litres	Minimum Pad Diameter	Quantity of Sand/Crusher Dust at 150mm deep
RT-25	5,792	26,062	5.50m	3.5m <sup>3</sup>
RT-40	9,049	40,723	6.50m	4.5m <sup>3</sup>
RT-60	13,031	58,640	7.50m	6.0 m <sup>3</sup>
RT-80	17,737	79,816	8.50m	8.0 m <sup>3</sup>
RT-100	23,167	104,250	9.50m	10.0 m <sup>3</sup>
RT-130	29,320	131,941	10.50m	13.0 m <sup>3</sup>
RT-160	36,198	162,890	11.50m	16.0 m <sup>3</sup>
RT-200	43,799	197,097	12.50m	19.0 m <sup>3</sup>
RT-230	52,125	234,562	13.50m	22.0 m <sup>3</sup>
RT-260	57,346	260,923	14.50m	25.0m <sup>3</sup>



*A typical pad of 150mm crusher dust.  
This pad was for an RT-100 (104,000lt) Rhino Tank.*

**PLEASE NOTE:**

If the pad preparation is not adequate (level to +/- 10mm) it may be necessary for our installation team to leave the tank and re schedule the installation (possibly weeks) until the problem is corrected.

Unfortunately this will incur additional charges to cover wages and travel. This may total up to \$1000 over and above the quoted tank price.

If the problem can be fixed by our installation team an hourly rate of \$65.00 per man will be charged to cover wages.

**If you have any further questions call us on 1800 632 410**



Pad Specification Guidelines  
SLS-PRO-007

## 1. PAD SPECIFICATIONS

The preparation of the pad for your Rhino Tank is the responsibility of the customer. Our preferred base material is fine crusher dust; however, if crusher dust is not available in your area please insist on using screened course river sand. It must be free of sticks, stones and clay lumps (6mm diameter or less).

- ❖ **Level Pad (+/- 10mm)**
- ❖ Minimum thickness of pad is **150mm**
- ❖ Dimensions are outlined on the enclosed pad specification sheet.
- ❖ Ensure adequate compaction of the sub soil to avoid subsidence for deep pads.
- ❖ The customer is required to place an exclusion zone of minimum 10mm Blue Metal/Stone (no clay or concrete) around the base of the tank after installation to prevent erosion and deter rodents from digging around the base.

If **Site Access** or the **Pad Quality** is not adequate, it may be necessary for our installation team to leave the tank and re schedule the installation (possibly weeks) until the problem is corrected. Unfortunately, this will incur additional charges over and above the specified cost (to cover wages and travel).

## 2. SITE ACCESS

- ❖ Please ensure adequate access to the site for a small truck or 4WD and trailer, bearing in mind soil and weather conditions.
- ❖ Access is to be available to within 10 metres of site.
- ❖ If unable to meet these requirements please contact Rhino Water Tanks to make alternative arrangements.

## 3. ON THE DAY

### Attendance:

- ❖ You are most welcome to attend on the day but it is not essential. It is difficult to finalise a particular installation date in advance due to the weather, freight and labour.

### Water:

- ❖ The customer is required to arrange supply of 8,000 – 12,000 litres of water upon completion to stabilize the liner. This amount represents the average of a single truck load of water.

**Note:** Rhino Water Tanks & Liners are suitable for the storage of water within a PH range of 3-9, and a Temperature range of -6°C - 40°C.

### Payment

- ❖ A Tax Invoice will be forwarded upon notification by the installer of Practical Completion. Payment is due on receipt of the Tax Invoice.  
(unless otherwise arranged and approved by Rhino Water Tanks management in writing).

**If you have any further questions call us on 1800 632 410**

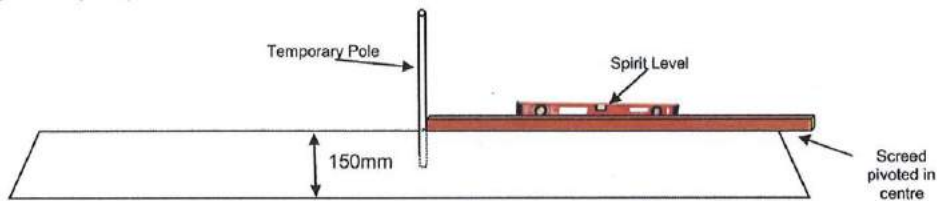


#### 4. PAD PREPARATION

The pad must be level to +/- 10mm

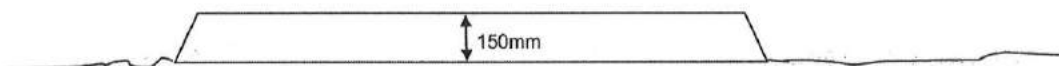
##### Suggested Pad Levelling Technique

With a spirit level on top of a screed, level out the sand or crusher dust using a temporary pole in the centre of the pad as a pivot point.

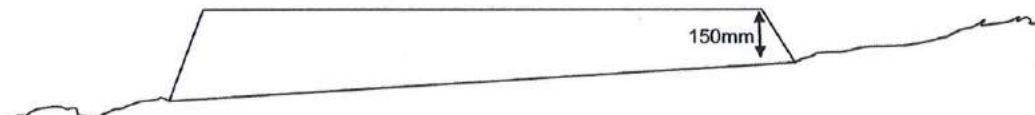


##### Most sites will fall into 3 main categories.

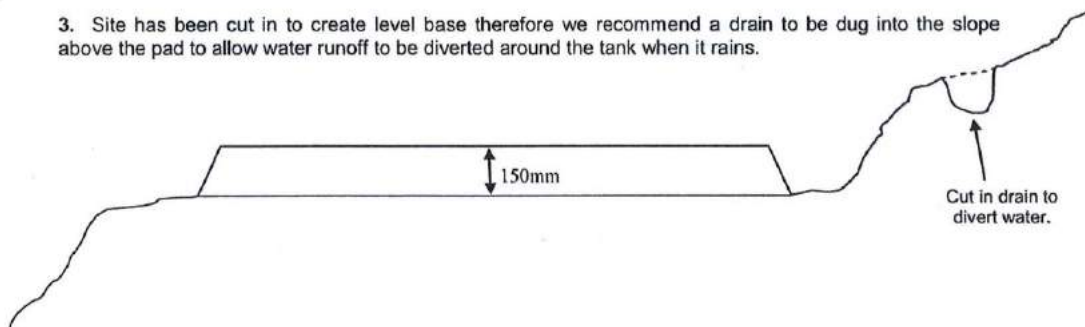
1. Level existing site therefore Pad preparation is reasonably straight forward.



2. Slightly sloping site therefore Pad needs to compensate slope to ensure it is level.



3. Site has been cut in to create level base therefore we recommend a drain to be dug into the slope above the pad to allow water runoff to be diverted around the tank when it rains.





#### Appraisal Tools



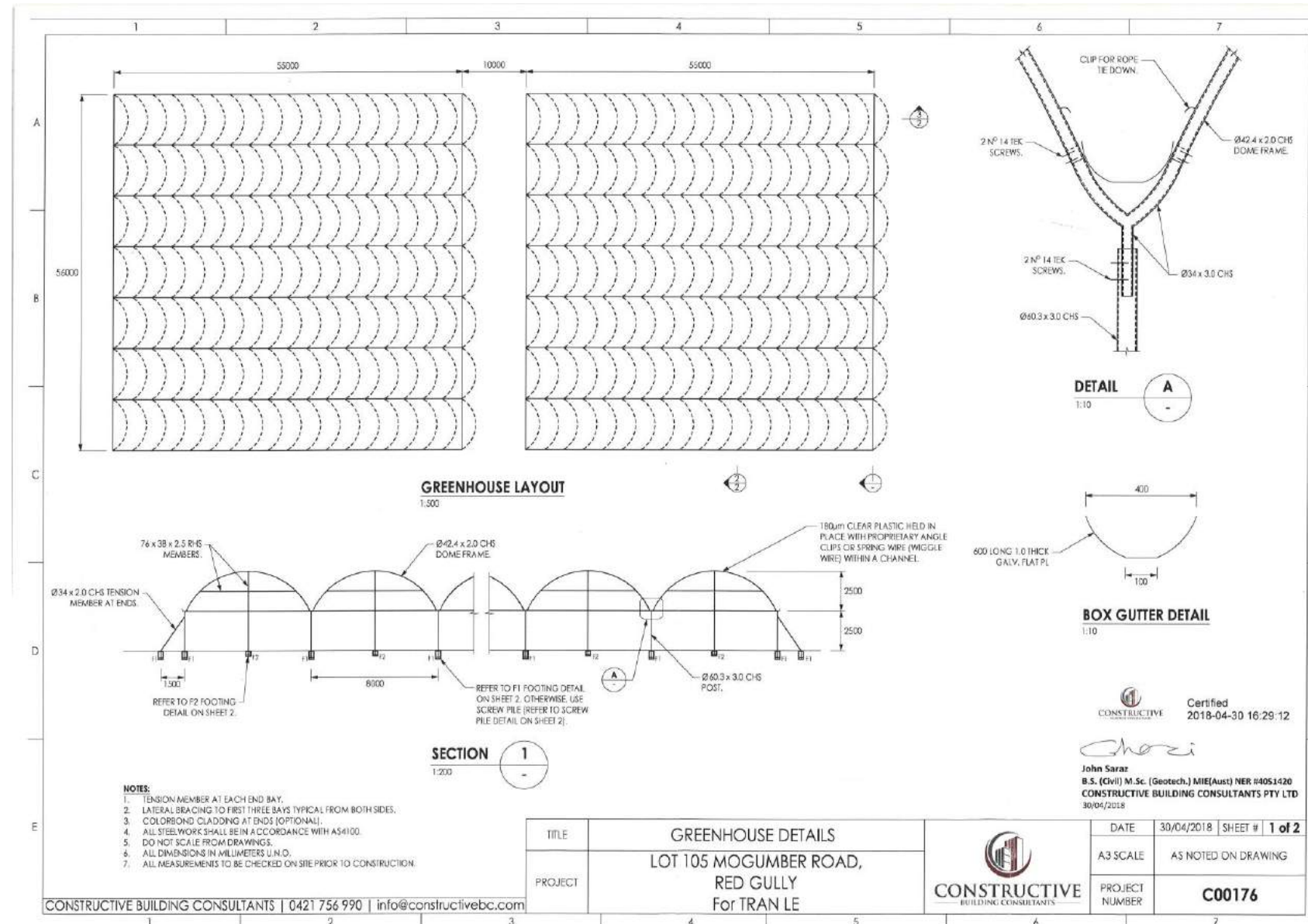
#### Owner Information

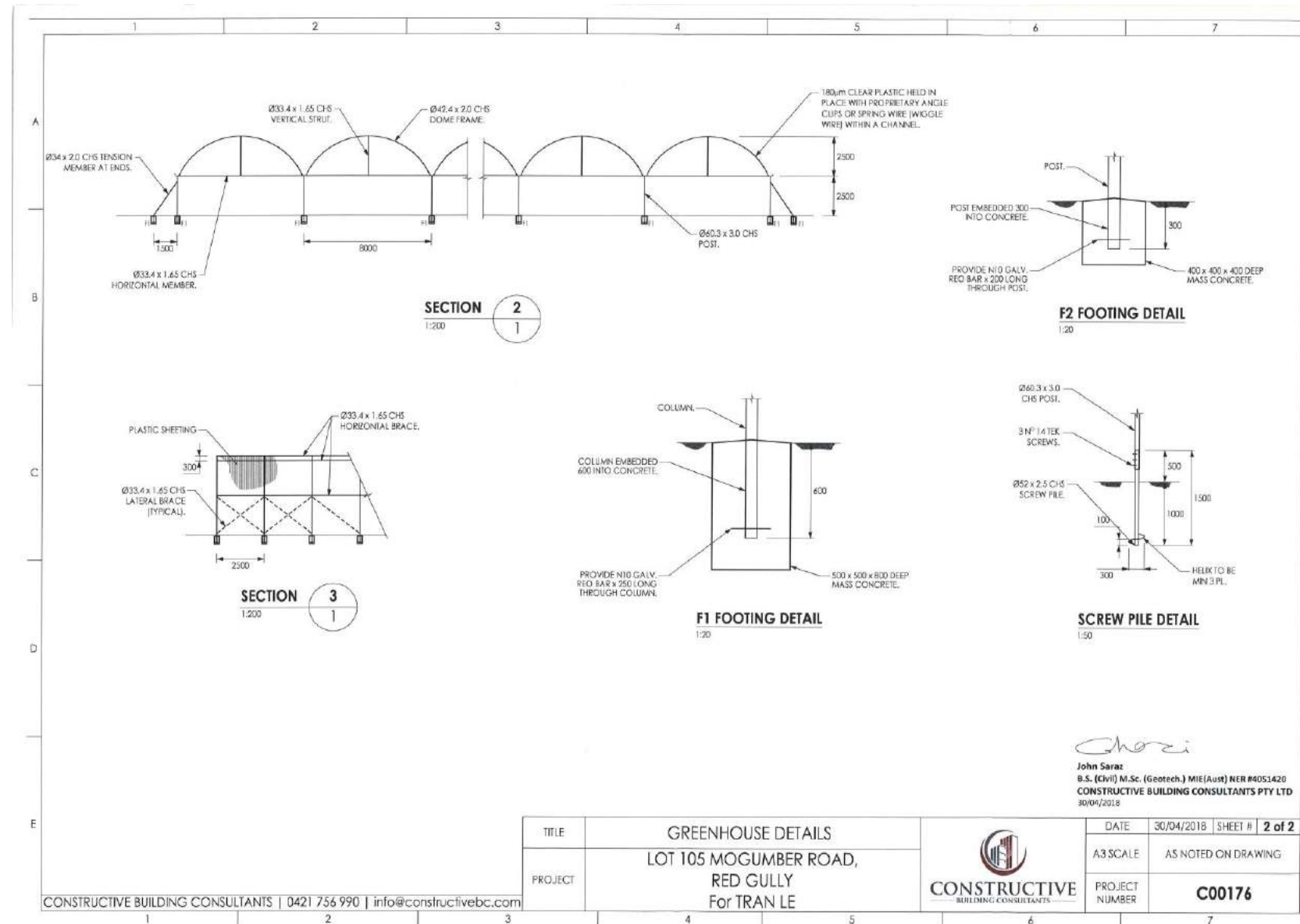
Owners Name(s)  
ROBERT MARK GASPAR (1973/826)  
Current Tenure

Owners Address  
N/A  
Owner Type

*Handwritten signature*

Lot 105 Mogumber Road West, Red Gully





### **11.3.6 APPLICATION FOR DEVELOPMENT APPROVAL - ADDITION TO EXISTING NOXIOUS INDUSTRY (COMPOSTING FACILITY) FOR PROPOSED HARDSTAND AND LEACHATE DAM ON LOT 12 AURISCH ROAD, BOONANARRING**

**FILE:** BLD/2775  
**APPLICANT:** DONOVAN FARREL  
**LOCATION:** LOT 12 AURISCH ROAD, BOONANARRING  
**OWNER:** DONOVAN FARRELL, PATRICIA FARRELL AND PERCIVAL FARRELL  
**ZONING:** GENERAL RURAL  
**AUTHOR:** JAMES BAYLISS - ACTING MANAGER STATUTORY PLANNING  
**REPORTING OFFICER:** KYLIE BACON – ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** 6 FEBRUARY 2009                      ITEM 11.3.2  
                  23 JULY 2010                    ITEM 11.3.6  
                  15 JULY 2014                    ITEM 11.1.6

#### **OFFICER INTEREST DECLARATION**

Nil

#### **PURPOSE**

To consider an Application for Development Approval for an additional hardstand and a leachate dam to the existing noxious industry (composting facility) on Lot 12 Aurisch Road, Boonanarring.

#### **BACKGROUND**

The original development approval for the noxious industry (composting facility) was endorsed by Council at its meeting on 6 February 2009, subject to conditions. An amendment was subsequently approved by Council at its Meeting on 23 July 2010 to increase capacity from 5,000 tonnes of compost per annum to 50,000 tonnes per annum. An additional amendment was approved by Council at its Meeting on 15 July 2014 to relocate the facility within the subject allotment which included the provision of an outdoor hardstand area and a leachate dam.

The proposal subject to this report does not seek to increase the tonnage per annum or the materials being composted. This proposal seeks approval for additional hardstand and an additional leachate dam to enable a more efficient composting process which will allow the facility to produce closer to the permitted tonnage per annum. The site currently produces approximately 12,000 tonnes of compost per annum and the additions will enable output to double.

The additional leachate dam proposed to be constructed is 100m in length by 30m in width, equating to an area of 0.30 hectares. The leachate dam is proposed to be 3m in depth which includes a free board of 1m. The additional hardstand area is proposed to be 100m in length by 100m in width, however the design equates to an area of 0.96 hectares. The development area is setback approximately 400m from the nearest (northern) property boundary.

In addition to development approval, the applicant has applied to the Department of Water and Environmental Regulation (DWER) to amend the relevant works license.

A location plan, aerial image and copy of the applicant's proposal are provided as **Appendix 1**.

## **COMMENT**

### Community Consultation

The application was advertised to the surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. No response was received by the Shire.

## **PLANNING FRAMEWORK**

### Local Planning Scheme No 9 (LPS 9)

The subject lot is zoned General Rural under LPS 9, the objectives of which 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.*

The land use 'Industry – Noxious' is defined as follows:

*"Means an industry in which the processed involved constitute an offensive trade within the meaning of the Health Act 1911 (as amended), but does not include a fish shop, dry cleaning premises, laundromat, piggery or poultry farm."*

The additional hardstand and leachate pond are associated with an approved land use operating on the subject property and will enable the operation to be more efficient and increase the production of compost which is currently less than a quarter of what the site is approved for per annum. As such the objectives have previously been considered and the use deemed to be acceptable. The additions subject to this report are not considered to contravene any of the objectives for the General Rural zone.

### **General Rural Development Standards**

#### **Setbacks**

In accordance with Table 2 of LPS 9, all development shall be set back a minimum 20 metres from all lot boundaries. The additional hardstand and leachate dam are set back approximately 400m from the nearest (northern) property boundary. The proposal therefore satisfies the provisions of LPS 9 Table 2 - Site Requirements. Additional buffer requirements are applicable as outlined in the report below.

#### **Landscaping**

Due to the proposed location of the additional hardstand being to the south of the existing development area, the proposal is unlikely to be visible from the surrounding area. Therefore, it is recommended that no further landscaping requirements be required as part of this planning approval, should it be approved.

#### **Guidance for the Assessment of Environment Factors – Separation Distances between Industrial and Sensitive Land Uses No. 3**

The EPA's Guidance Statement stipulates a 1 kilometres buffer distance from sensitive land uses for outdoor uncovered composting facilities involving manures. The buffer setback for the existing facility have already been accepted, nevertheless the nearest sensitive land use, being a dwelling, is approximately 1100m northeast of the development site.

#### **Road Access**

The proponent entered into a Deed of Agreement with the Shire for the maintenance and upgrade of Aurisch Road as part of the earlier development approval. The agreement entered into has a trigger clause which requires that the road be upgraded and sealed in the event that more than 75 vehicle movements occur on Aurisch Road per day or maintenance costs exceed \$12,500 per annum. This agreement is binding as part of this approval and no further modifications to the Deed are required.

#### **State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)**

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being partially bushfire prone. Planning Bulletin 111/2016 outlines exemptions for dams and rural activities that do not involve employees being onsite for a considerable amount of time. The additions subject to this application are therefore deemed to be exempt from the requirement to submit a BAL assessment.

## Summary

In view of the above assessment Administration is of the view that the proposed hardstand and leachate pond are acceptable and will not result in any additional impacts to adjoining properties.

## **STATUTORY ENVIRONMENT**

Local Planning Scheme No. 9  
Part 4 – Zones and the Use of Land  
4.2 Objectives of the Zones  
4.2.7 General Rural Zone

State Planning Policy 2.5 – Rural Planning Policy  
Section 5.8 – Avoiding land use conflicts

Environmental Protection Authority – Guidance for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses No. 3, June 2005 (EPA Guidance Statement)

## **POLICY IMPLICATIONS**

Nil

## **BUDGET IMPLICATIONS**

Nil

## **STRATEGIC IMPLICATIONS**

Shire of Gingin Strategic Community Plan 2017 – 2027

<i>Focus Area</i>	<i>Infrastructure and Development</i>
<i>Objective</i>	<i>3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.</i>
<i>Outcome</i>	<i>3.1 Development new and existing developments meet the Shire's Strategic Objectives and Outcomes.</i>
<i>Priority</i>	<i>3.1.1 Support strategies that facilitate commercial development.</i>

## **VOTING REQUIREMENTS – SIMPLE MAJORITY**

## RECOMMENDATION

It is recommended that Council, grant Development Approval for an Addition to Existing Noxious Industry (Composting Facility) for Proposed Hardstand and Leachate Dam on Lot 12 (276) Aurisch Road, Boonanarring subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, unless otherwise conditioned by this Approval.
2. This approval is for additional hardstand and an additional leachate dam only as indicated on the approved plans.
3. All wastewater run-off from the composting facility is to be directed in to the leachate dams to the satisfaction of the Shire of Gingin.

## ADVICE NOTES

- Note 1: If you are aggrieved with 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 2 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 *Building Act 2011*, *Building Regulations 2012* and *Health Act 1911*, which are to be approved by the Shire of Gingin;
- Note 5: It is advised that the proposal should at all times comply with the *Biosecurity and Agriculture Management (Stable Fly) Management Plan 2013* in order to minimise the effects of stable flies on the community.
- Note 6: It is an offence to clear native vegetation without the authority of a permit from the Department of Water and Environmental Regulation unless the clearing is exempt from a permit.
- Note 7: It is recommended that the applicant liaise with the Department of Water and Environmental Regulation in relation to receiving a works approval and licensing for the proposed development.
- Note 8: 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 9: The leachate pond and composting area are required to comply with at all times with the *Environmental Protection (Noise) Regulations 1997*.
- Note 10: The use of extra mass traffic on Aurisch Road will require Main Roads WA approval and could result in a road upgrade requirement.
- Note 11: Please be advised that the property may attract Differential Rating for Noxious Industry (Composting Facility) purposes.

## RESOLUTION

**Moved Councillor Elgin, seconded Councillor Morton that Council, grant Development Approval for an Addition to Existing Noxious Industry (Composting Facility) for Proposed Hardstand and Leachate Dam on Lot 12 (276) Aurisch Road, Boonanarring subject to the following conditions:**

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, unless otherwise conditioned by this Approval.**
- 2. This approval is for additional hardstand and an additional leachate dam only as indicated on the approved plans.**
- 3. All wastewater run-off from the composting facility is to be directed in to the leachate dams to the satisfaction of the Shire of Gingin.**

## ADVICE NOTES

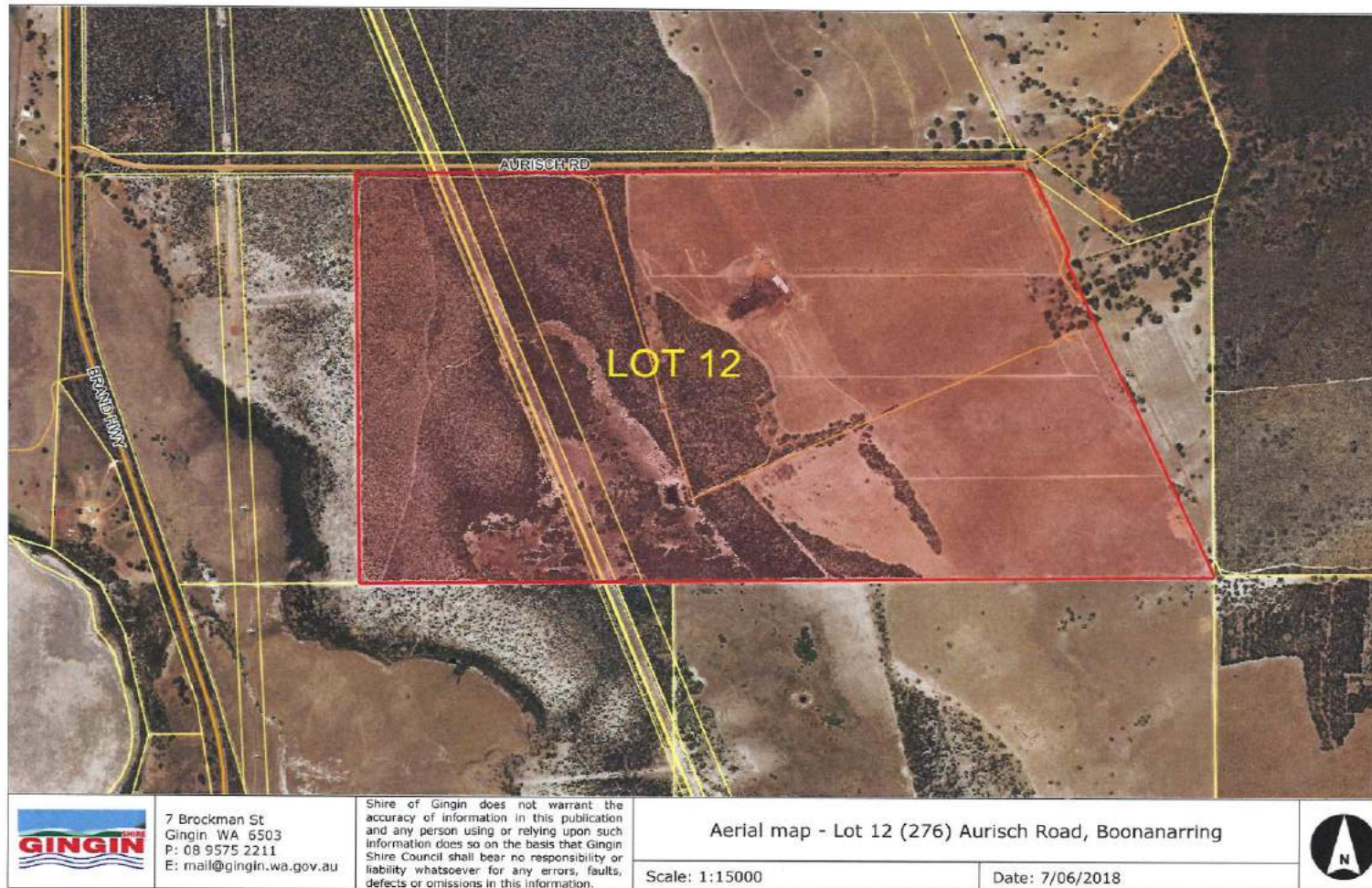
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- Note 2: If the development subject to this approval is not substantially commenced within a period of 2 years, the approval shall lapse and have no further effect.**
- Note 3: Where an approval has so lapsed, no development may be carried out without 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 *Building Act 2011*, *Building Regulations 2012* and *Health Act 1911*, which are to be approved by the Shire of Gingin;**
- Note 5: It is advised that the proposal should at all times comply with the *Biosecurity and Agriculture Management (Stable Fly) Management Plan 2013* in order to minimise the effects of stable flies on the community.**

- Note 6:** It is an offence to clear native vegetation without the authority of a permit from the Department of Water and Environmental Regulation unless the clearing is exempt from a permit.
- Note 7:** It is recommended that the applicant liaise with the Department of Water and Environmental Regulation in relation to receiving a works approval and licensing for the proposed development.
- Note 8:** 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 9:** The leachate pond and composting area are required to comply with at all times with the *Environmental Protection (Noise) Regulations 1997*.
- Note 10:** The use of extra mass traffic on Aurisch Road will require Main Roads WA approval and could result in a road upgrade requirement.
- Note 11:** Please be advised that the property may attract Differential Rating for Noxious Industry (Composting Facility) purposes.

**CARRIED UNANIMOUSLY**

**APPENDIX 1**





# JD ORGANICS Pty Ltd COMPOSTING FACILITY 276 Aurisch Road, Boonanarring WA PROPOSED HARDSTAND & LEACHATE DAM



LOCALITY PLAN  
NOT TO SCALE

## DRAWING SCHEDULE

DRAWING No.	REVISION	DESCRIPTION
JD - 001	B	COVER SHEET, DRG. SCHEDULE AND LOCALITY PLAN
JD - 002	B	SITE PLAN
JD - 003	B	GENERAL WORKS LAYOUT PLAN
JD - 004	B	SITE SECTIONS
JD - 005	B	MISCELLANEOUS DETAILS
JD - 006	B	SETOUT LAYOUT PLAN

FOR APPROVAL

13 DECEMBER 2017



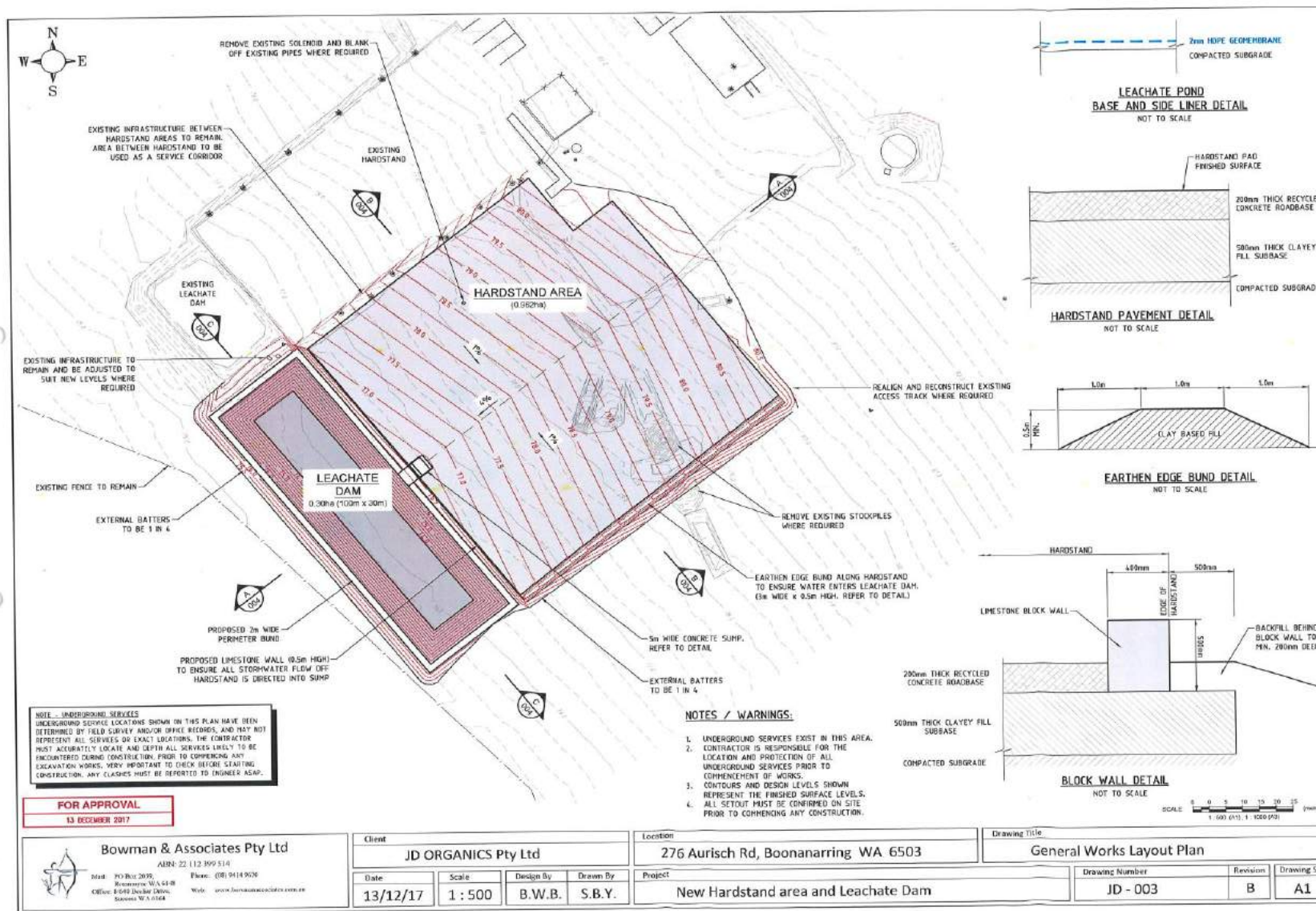
**Bowman & Associates Pty Ltd**

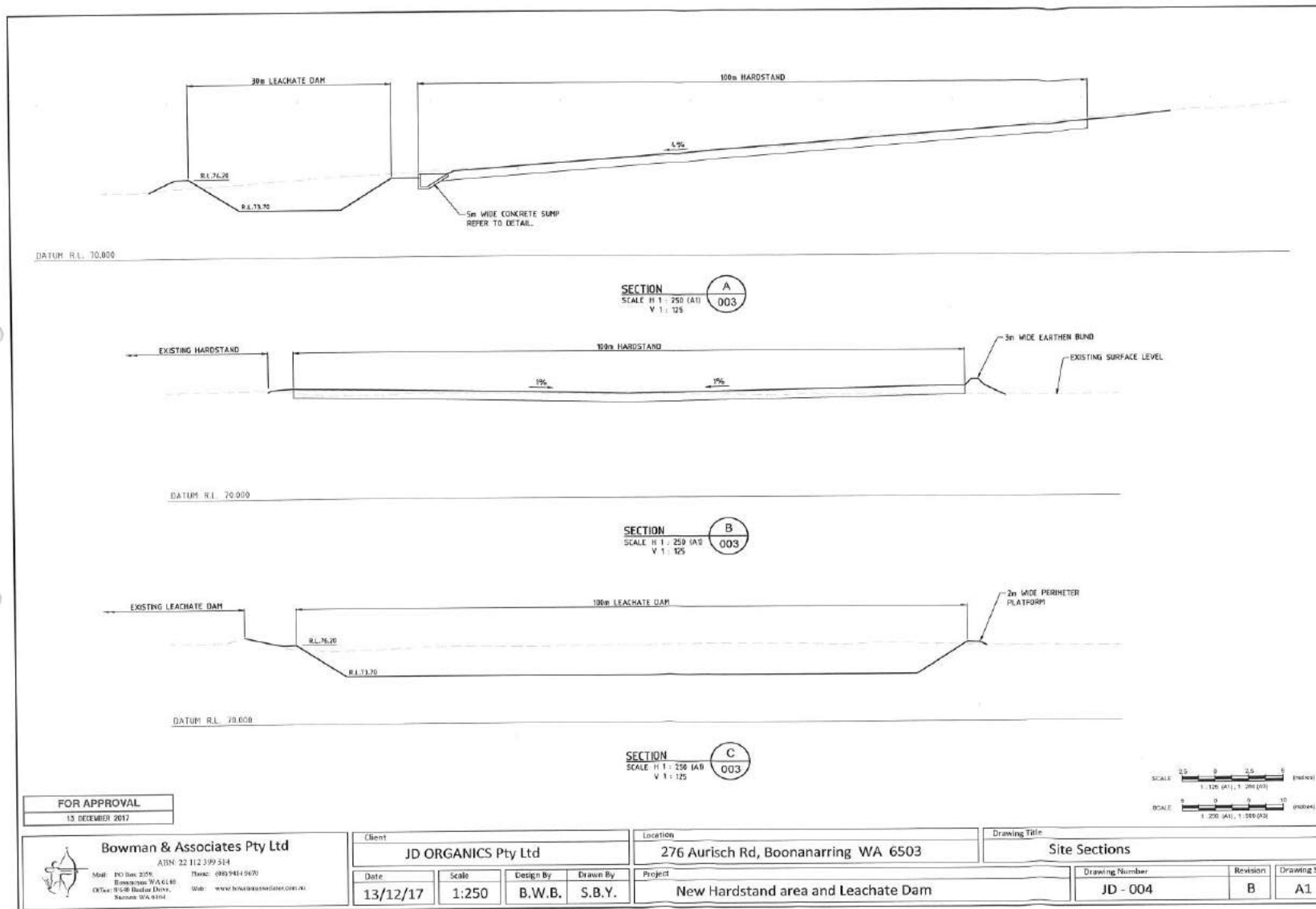
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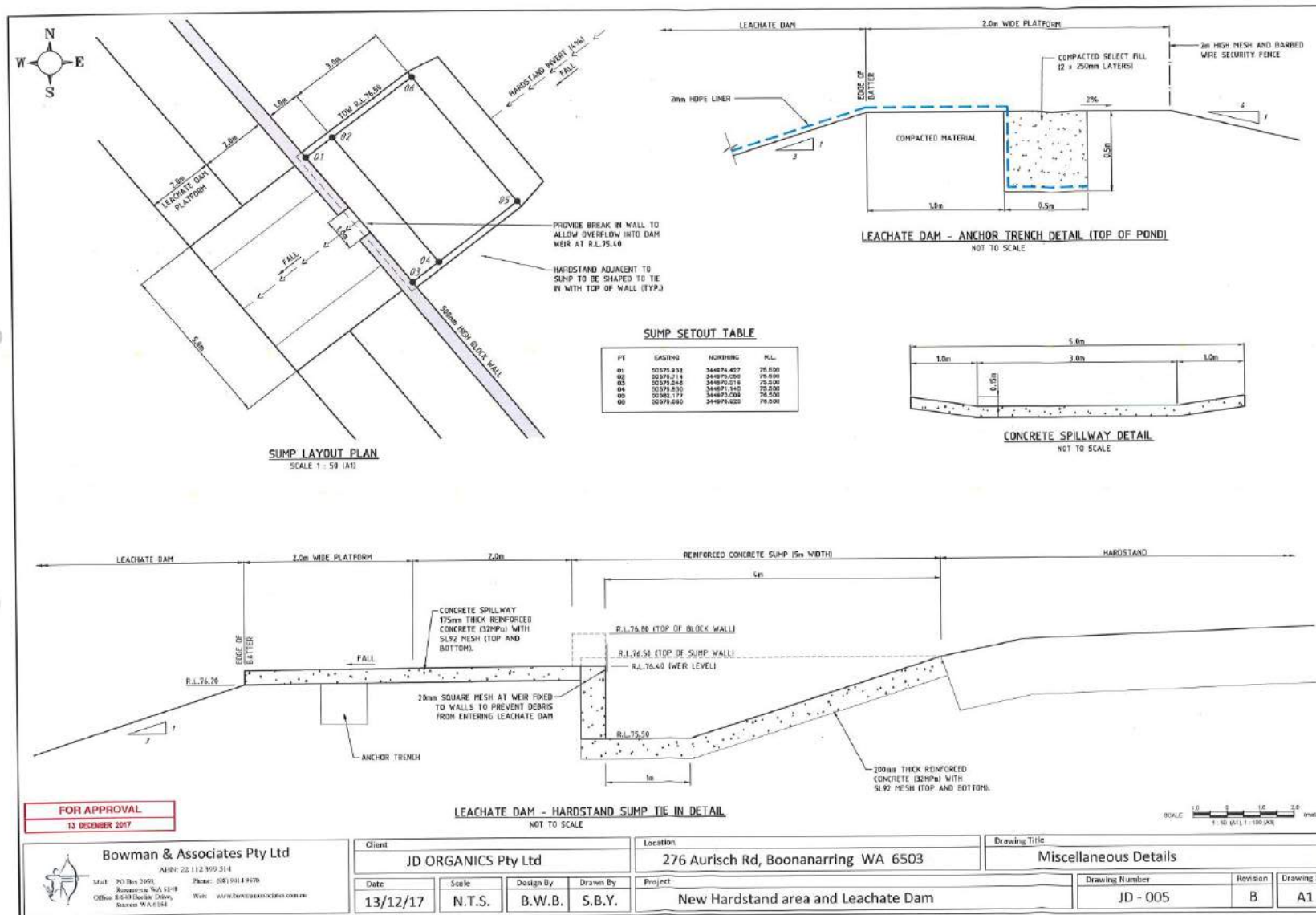
Melb: PO Box 2390  
Boonaharra WA 6148  
Phone: (08) 9434 9670  
Email: info@bowmanandassociates.com.au  
Website: www.bowmanandassociates.com.au

Client		Location		Drawing Title	
JD ORGANICS Pty Ltd		276 Aurisch Rd, Boonanarring WA 6503		Cover Sheet, Drg. Schedule and Locality Plan	
Date	Scale	Design By	Drawn By	Drawing Number	Revision
13/12/17		B.W.B.	S.B.Y.	JD - 001	B
Project				Drawing Size	
New Hardstand area and Leachate Dam				A1	









### **11.3.7 WRITE OFF RATES AND WASTE SERVICES LEVY FOR THE YUED NATIVE TITLE PARTY (YNTP) FOR A PERIOD OF FIVE YEARS – LANCELIN PLAZA LAND**

**FILE:** LND/55  
**APPLICANT:** YUED NATIVE TITLE PARTY  
**LOCATION:** LANCELIN TOWN CENTRE LOT 1023 HOPKINS STREET AND LANCELIN PLAZA  
**OWNER:** CROWN  
**ZONING:** TOWN CENTRE  
**REPORTING OFFICER:** KYLIE BACON – ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT  
**REPORT DATE:** 19 JUNE 2018  
**REFER:** 17 MAY 2011 ITEM 11.3.8  
15 JULY 2011 ITEM 11.3.2  
2 AUGUST 2011 ITEM 11.3.2  
17 NOVEMBER 2015 ITEM 11.1.8  
21 FEBRUARY 2017 ITEM 11.1.5

#### **OFFICER INTEREST DECLARATION**

Nil

#### **PURPOSE**

To consider a five year rates and waste services levy exemption for the Yued Native Title Party (YNTP) in the event that the YNTP accept one of the lots within the Lancelin Town Centre that are referred to as the 'Lancelin Plaza Land' ("the Land").

#### **BACKGROUND**

The acquisition of the Lancelin Plaza has been a strategic direction of the Shire for some years. The process has revealed that there is an expectation that the Shire will provide an improved town centre for Lancelin which has been historically stymied because the Crown land encompassed by the proposal is the subject of an Objection under Native Title.

The Shire is in negotiations with the YNTP via a legal agreement for the YNTP to receive one of the lots comprising the Land from the Shire in exchange for lifting the Native Title Objection.

The YNTP has subsequently written to Council to seek a waiver of Council rates and service levies which would normally be applied to the lot once settlement was complete.

#### **COMMENT**

The Shire requires organisations seeking exemption from rates in accordance with section 6.26 of the *Local Government Act 1995* (the "Act") to make application in writing and section 6.26 provides a number of land categories that can be exempted from rates.

In this instance the land in question does not fall into any of the relevant categories and therefore Council cannot consider an exemption under section 6.26. Council can, however, consider the request under section 6.12 of the Act which provides local government with the power to defer, grant discounts, waive or write off debts.

Council has previously discussed this matter at its Concept Forum on 15 May 2018, where the general consensus was that, if such an action was to be considered, then the maximum period for which rates and waste service levies would be waived would be five years.

Given that a written request has now been received from the YNTP, Council's consideration is sought with respect to writing off applicable rates and waste services levies for a period of five years in the event the YNTP settle on one of the lots within the Lancelin Town Centre that are referred to as the 'Lancelin Plaza Land'.

It should be noted that section 6.12 of the Act does not give Council the power to write off the Emergency Services Levy that will apply to the lot as this is a tax levied by the State Government.

## STATUTORY ENVIRONMENT

*Local Government Act 1995*

Part 6 – Financial management

Division 6 – Rates and service charges

Section 6.12 - Power to defer, grant discounts, waive or write off debts.

## POLICY IMPLICATIONS

Nil

## BUDGET IMPLICATIONS

In the event that Council agrees to a write off the rates and waste service levies then the likely budgetary impact over a five year period (based on current values and rates in the dollar) would be approximately be \$5,490.00.

## STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

<b>Focus Area</b>	<i>Built Environment</i>
<b>Objective</b>	<i>3 To effectively manage growth and provide for the community</i>
<b>Outcome</b>	<i>3.2 Plan for future development</i>
<b>Strategy</b>	<i>3.2.1 Plan for growth by developing land use planning strategies to meet current and future community needs, and protect the natural environment.</i>

## VOTING REQUIREMENTS – ABSOLUTE MAJORITY

## RECOMMENDATION

It is recommended that Council agree to write off rates and waste services levies for a period of five years in the event that the Yued Native Title Party settles on one of the lots within the Lancelin Town Centre that are referred to as the 'Lancelin Plaza Land'.

## MOTION

Moved Councillor Elgin, seconded Councillor Rule that Council agree to write off rates and waste services levies for a period of five years in the event that the Yued Native Title Party settles on one of the lots within the Lancelin Town Centre that are referred to as the 'Lancelin Plaza Land'.

## AMENDMENT

*Insert "or until the land is sold (whichever occurs first)" after the word "years".*

**Moved Councillor Fewster, seconded Councillor Court that council agree to write off rates and waste services levies for a period of five years or until the land is sold (whichever occurs first) in the event that the Yued Native Title Party settles on one of the lots within the Lancelin Town Centre that are referred to as the 'Lancelin Plaza Land'.**

**CARRIED BY ABSOLUTE MAJORITY  
9-0**

*The amendment became the substantive motion*

## RESOLUTION

**Moved Councillor Elgin, seconded Councillor Rule that Council agree to write off rates and waste services levies for a period of five years or until the land is sold whichever occurs first in the event that the Yued Native Title Party settles on one of the lots within the Lancelin Town Centre that are referred to as the 'Lancelin Plaza Land'.**

**CARRIED BY ABSOLUTE MAJORITY  
9-0**

## REASON FOR AMENDMENT

Council was of the view that the adopted amendments were necessary in order to make it absolutely clear that the agreement with the Shire of Gingin in regards to the write off of rates and waste service levy will not apply to a new landowner in the event the property is sold by the Yued Native title Party.

**11.4. OPERATIONS-CONSTRUCTION**

Nil

**11.5. ASSETS**

Nil

**12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**13. COUNCILLORS' OFFICIAL REPORTS**

**13.1 WOODRIDGE COMMUNITY ASSOCIATION MEETING – 13 JUNE 2018**

**LOCATION: WOODRIDGE**  
**FILE: GOV/20-1**  
**COUNCILLOR: FRANK JOHNSON**  
**REPORT DATE: 19 JUNE 2018**

Councillor Johnson attended the Woodridge Community Association's meeting on 13 June 2018. He advised that he had received very positive feedback from those present at the meeting with respect to the Shire's activities in the community and interactions with staff.

Councillor Johnson also extended his personal thanks to Shire staff for their support and assistance to him since his election to Council.

**13.3 APPRECIATION TO EXECUTIVE MANAGER ASSETS**

**LOCATION: GINGIN**  
**FILE: GOV/20-1**  
**COUNCILLOR: IAN COLLARD**  
**REPORT DATE: 19 JUNE 2018**

Councillor Collard advised that he also received very favourable comments from the community with respect to the work of the Executive Manager Assets.

**14. NEW BUSINESS OF AN URGENT NATURE**

Nil

**15. MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC**

Nil

**16. CLOSURE**

There being no further business, the Shire President declared the meeting closed at 3:38pm.

The next Ordinary meeting of Council will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on Tuesday, 17 July 2018 commencing at 3.00pm.

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Councillor I B Collard  
Shire President  
17 July 2018