



MINUTES

Ordinary Council Meeting

17 August 2021



CONFIRMATION OF MINUTES

These Minutes have been CONFIRMED by Council as the official record for the Shire of Gingin's Ordinary Council Meeting held on 17 August 2021.

DISCLAIMER

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

No responsibility whatsoever is implied or accepted by the Shire of Gingin for any act, omission or statement or intimation occurring during Council meetings or during formal/informal conversations with staff.

The Shire of Gingin disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person's or legal entity's own risk.

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

ACKNOWLEDGEMENT OF COUNTRY



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



TABLE OF CONTENTS

1	DECL	LARATION OF OPENING6						
2	RECOI	RD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE	.6					
	2.1	ATTENDANCE	.6					
	2.2	APOLOGIES	.6					
	2.3	LEAVE OF ABSENCE	.6					
3	DISCL	OSURES OF INTEREST	.6					
4	PUBLI	C QUESTION TIME	.7					
	4.1	RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE	.7					
	4.2	PUBLIC QUESTIONS	.7					
5	PETITI	ONS	.7					
6	APPLI	CATIONS FOR LEAVE OF ABSENCE	.7					
7	CONFI	RMATION OF MINUTES	3.					
8	ANNO	UNCEMENTS BY THE PRESIDING MEMBER	3.					
9	UNRE	SOLVED BUSINESS FROM PREVIOUS MEETINGS	.9					
10	QUEST	TIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN	.9					
11	REPOR	RTS - OFFICE OF THE CEO1	LC					
	11.1	REVIEW OF TERMS OF REFERENCE - COUNCIL COMMITTEES AND WORKING GROUPS	LC					
	11.2	POLICY 1.42 CODE OF CONDUCT BEHAVIOUR COMPLAINTS MANAGEMENT4	15					
	11.3	POLICY 1.43 TEMPORARY EMPLOYMENT OF CEO OR APPOINTMENT OF ACTING CEO	3C					
	11.4	PROPOSAL TO ADOPT A REGIONAL PRICE PREFERENCE POLICY	C					
	11.5	ATTENDANCE AT 2021 WA LOCAL GOVERNMENT CONVENTION	76					
	11.6	GINGIN ECO LIFESTYLE VILLAGE - PURCHASE OF RESIDENCES BY SHIRE OF GINGIN	30					
	11.7	SHIRE OF GINGIN MEETING PROCEDURES AMENDMENT LOCAL LAW (NO. 2) 2021	58					
12	REPOR	RTS - CORPORATE AND COMMUNITY SERVICES16	34					
	12.1	MONTHLY FINANCIAL STATEMENT FOR THE PERIOD 30 JUNE 202116	34					



	12.2	LIST OF PAID ACCOUNTS FOR THE PERIOD ENDING 31 JULY 2021	.181
	12.3	ADOPTION OF THE 2021/22 SHIRE OF GINGIN BUDGET	.184
13	REPOF	RTS - REGULATORY AND DEVELOPMENT SERVICES	.253
	13.1	AFFIXING THE COMMON SEAL - REPLACEMENT AGREEMENT FOR LOT 900 ON DEPOSITED PLAN 73642 (LANCELIN SOUTH)	
	13.2	PROPOSED CANCELLATION OF RESERVE 38877 FOR AMALGAMATION INTO ADJOINING FREEHOLD - LEDGE POINT	
	13.3	APPLICATION FOR AMENDED DEVELOPMENT APPROVAL - PROPOSED RESTAURANT (TAKE-AWAY COFFEE OUTLET) ON LOT 1 (86A) GINGIN ROAD LANCELIN	-
	13.4	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED RECREATION PRIVATE (AVIARY TOURS) ON LOT 552 (92) FERGUSON ROAD, BEERMULLA	
	13.5	EXPERIENCE LANCELIN HOLIDAY PARK - CHANGE IN CLASS OF SWIMMING POOL	
	13.6	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED OVER HEIGHT OUTBUILDING AT LOT 229 (14) MAWARRA DRIVE, GINGIN	.394
	13.7	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED CHANGE OF US FROM FIRE RESCUE AND EMERGENCY STATION TO COMMUNITY PURPOSE (OPPORTUNITY SHOP) ON LOT 148 (13) ROBINSON STREET, GINGIN	<u>.</u>
	13.8	APPLICATION FOR DEVELOPMENT APPROVAL - OUTBUILDING AT LOT 241 DARCH TRAIL, GABBADAH	,
	13.9	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED SOLAR PANELS (INCIDENTAL DEVELOPMENT TO THE EXISTING AGRICULTURE INTENSIVE) (LOT 132 (1276) SAPPERS ROAD, NILGEN	ON
	13.10	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED WAREHOUSE/STORAGE SHED AT LOT 13 PART 11 (35) GINGIN BROOK RO COONABIDGEE	-
	13.11	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED RURAL HOME BUSINESS (CABINETRY) ON LOT 1 (1498) GINGIN BROOK ROAD, MUCKENBURRA	.459
	13.12	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED USE NOT LISTEI (HOLIDAY ACCOMMODATION) ON LOT 9 (84) GINGIN ROAD, LANCELIN	
	13.13	SUBDIVISION REFERRAL - PROPOSED SURVEY STRATA SUBDIVISION ON LO (84) GINGIN ROAD, LANCELIN	



	13.14	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED BALCONY REPLACEMENT WITH MINOR EXTENSION ON LOT 264 (12) BURNETT ROAD, GUILDERTON6-	49
	13.15	APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED OUTBUILDING ON LOT 170 (95) GINGIN ROAD, LANCELIN6	
	13.16	REDEVELOPMENT OF LEDGE POINT OFF-ROAD VEHICLE AREA ON RESERVE 27215	76
14	REPOF	RTS - OPERATIONS AND ASSETS6	83
15	MOTIC	ONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN6	83
16	COUN	CILLORS' OFFICIAL REPORTS6	83
	16.1	REDFIELD PARK COMMUNITY ASSOCIATION ANNUAL GENERAL MEETING – 8 AUGUST 20216	
	16.2	LOWER COASTAL NEIGHBOURHOOD WATCH MEETING - 11 AUGUST 2021 6	83
	16.3	OCEAN FARM COMMUNITY AND RECREATION ASSOCIATION AND OCEAN FAR VOLUNTEER BUSH FIRE BRIGADE MEETINGS6	
	16.4	GINGIN TOWN SESQUICENTENARY CELEBRATIONS6	84
	16.5	GINGIN TOWN SESQUICENTENARY CELEBRATIONS6	84
17	NEW E	BUSINESS OF AN URGENT NATURE6	85
18	MATTE	ERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC6	85
	18.1	GINGIN MEDICAL CENTRE SUBSIDY REQUEST6	85
19	CLOSI	IRF 6	87





ORDER OF BUSINESS

1 DECLARATION OF OPENING

The Shire President declared the meeting open at 03:20 pm and welcomed all in attendance.

2 RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

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

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

Gallery - There were 13 members of the public present in the Gallery.

2.2 APOLOGIES

2.3 LEAVE OF ABSENCE

Councillor J Court

3 DISCLOSURES OF INTEREST

Aaron Cook (CEO)

Item: 11.3 Policy 1.43 Temporary Employment of CEO o Appointment of Acting CEO

Interest: Impartiality

Reason: The proposed policy applies to the statutory position of Chief Executive Officer

of the Shire of Gingin.



Les Crichton (Executive Manager Corporate and Community Services)

Item: 11.3 Policy 1.43 Temporary Employment of CEO o Appointment of Acting CEO

Interest: Financial

Reason: As Executive Manager Corporate and Community Services, I may be appointed

as an Acting CEO or Temporary CEO under the proposed policy, which has a

direct impact on my remuneration for the duration of the appointment.

Bob Kelly (Executive Manager Regulatory and Development Services)

Item: 11.3 Policy 1.43 Temporary Employment of CEO o Appointment of Acting CEO

Interest: Financial

Reason: As Executive Manager Regulatory and Development Services, I may be

appointed as Acting CEO or Temporary CEO under the provisions of the proposed policy. I may be subject to direct impact on my remuneration for the

duration of the appointment.

Mikel Haramboure (Executive Manager Operations and Assets)

Item: 11.3 Policy 1.43 Temporary Employment of CEO o Appointment of Acting CEO

Interest: Impartiality

Reason: I could potentially be appointed as Temporary CEO or Acting CEO, which could

have financial implications.

4 PUBLIC QUESTION TIME

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTIONS

Nil

5 PETITIONS

Nil

6 APPLICATIONS FOR LEAVE OF ABSENCE

Nil





7 CONFIRMATION OF MINUTES

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Morton

That Council confirm the Minutes of the Ordinary Council Meeting held on 20 July 2021 and the Minutes of the Special Council Meeting held on 3 August 2021 as a true and accurate record.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: Ni/

8 ANNOUNCEMENTS BY THE PRESIDING MEMBER

Three deputations were heard by Council prior to the commencement of the Council meeting, as follows:

Item 13.12 Application for Development Approval - Proposed Use Not Listed (Holiday Accommodation) on Lot 9 (84) Gingin Road, Lancelin

Item 13.13 Subdivision Referral (Proposed Survey Strata Subdivision on Lot 9 (84) Gingin Road, Lancelin

Speaker/s: Alex Hemsley, Annette Emery

The deputation was in support of the Officer's recommendations.

Item 13.12 Application for Development Approval - Proposed Use Not Listed (Holiday Accommodation) on Lot 9 (84) Gingin Road, Lancelin

Speaker/s: Trent Will (Taylor Burrell Barnett)

The deputation was in opposition to the Officer's recommendation.

Item 13.8 Application for Development Approval - Outbuilding at Lot 241 (62) Darch Trail, Gabbadah

Speaker/s: Joel Nouwland

The deputation was in support of the Officer's recommendation.



9 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

10 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

COUNCIL RESOLUTION

MOVED: Councillor Johnson SECONDED: Councillor Vis

That Item 13.8 Application for Development Approval – Outbuilding at Lot 241 (62) Darch Trail, Gabbadah, Item 13.12 Application for Development Approval – Proposed Use Not Listed (Holiday Accommodation) on Lot 9 (84) Gingin Road, Lancelin and Item 13.13 Subdivision Referral – Proposed Survey Strata Subdivision on Lot 9 (84) Gingin Road, Lancelin be brought forward for consideration as the first items of business.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: N//

In accordance with Council's resolution, the following items were brought forward and considered as the first items of business:

- Item 13.8 Application for Development Approval Outbuilding at Lot 241 (62) Darch Trail, Gabbadah see page 418.
- Item 13.12 Application for Development Approval Proposed Use Not Listed (Holiday Accommodation) on Lot 9 (84) Gingin Road, Lancelin see page 473.
- Item 13.13 Subdivision Referral Proposed Survey Strata Subdivision on Lot 9 (84) Gingin Road, Lancelin see page 611.





11 REPORTS - OFFICE OF THE CEO

11.1 REVIEW OF TERMS OF REFERENCE - COUNCIL COMMITTEES AND WORKING GROUPS

File	GOV/33
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	15 October 2019
Appendices	 Draft Audit Governance Committee TOR [11.1.1 - 3 pages] Draft Bushfire Advisory Committee TOR [11.1.2 - 3 pages] Draft Coastal Erosion Advisory Committee TOR [11.1.3 - 3 pages] Draft Gingin Medical Centre Committee TOR [11.1.4 - 3
	 pages] Draft Guilderton Caravan Park Management Committee TOR [11.1.5 - 3 pages]
	6. Draft Local Emergency Management Committee TOR [11.1.6 - 3 pages]
	7. Draft Plant Committee TOR [11.1.7 - 3 pages]
	8. Draft Waste Management Advisory Committee TOR [11.1.8 - 3 pages]
	9. Upper Coastal Sporting Facilities Working Group TOR [11.1.9 - 2 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To review the Terms of Reference (TOR) for each of Council's committees, and those working groups for which TOR have been established.

BACKGROUND

It is Council's usual practice to undertake a review of TOR prior to appointing new committee and working group members at the first meeting of Council following an ordinary local government election. The review enables Council to ensure that TOR are still appropriate and relevant to the needs of the committees and working groups to which they relate. The process also provides an opportunity for Council to undertake an assessment of the various committees and working groups themselves.





The 2021 local government elections will take place on Saturday, 16 October 2021 and election of the Shire President and Deputy Shire President, allocation of Councillor seating in Council Chambers and appointment of representatives to Council committees and external bodies will take place at the Ordinary Council Meeting on 19 October 2021.

Following review, all Terms of Reference will be included in the information document provided to candidates following formal lodgement of their nomination with the Returning Officer. This document gives candidates a broad outline of what to expect in the event that they are elected to Council, and it is helpful for them to be able to give some thought to the committees and/or working groups they may wish to nominate for.

COMMENT

All Terms of Reference have been reviewed by Administration. Comments in relation to each are as follows:

1. Audit and Governance Committee (Appendix 11.1.1)

- a. Insert reference to the *Local Government (Audit) Regulations 1996* into Aims & Functions cl. 3 for the purposes of clarity.
- b. Insert reference to the *Local Government (Audit) Regulations 1996* into Aims & Functions cl. 4a for the purposes of clarity.
- c. Delete Aims & Functions cl. 5 and 6 as these functions are encompassed by cl. 2.
- d. Amend Membership cl. 6 to refer to Council's newly adopted Code of Conduct for Council Members, Committee Members and Candidates.

2. <u>Bush Fire Advisory Committee</u> (Appendix 11.1.2)

- a. Amend Membership cl. 1 by:
 - i. in the first bullet point under Voting replacing "delegate" with "Council's nominated deputy representative". This clarifies that the responsibility for appointing a deputy representative for the Shire President lies with the Council, not the Shire President.
 - ii. in the second bullet point under Voting inserting "Community Emergency Services Manager/" to recognise Council's position that the Community Emergency Services Manager will hold the position of Chief Bush Fire Control Officer for the Shire of Gingin.





- iii. in the third bullet point under Voting replace "One nominated representative from each volunteer bush fire brigade" with "Volunteer Bush Fire Brigade Captains". This will ensure that Brigades are represented by the person best placed to speak on behalf of the Brigade.
- b. Delete current Membership cl. 2 and replace it with a clause specifying that, if a Brigade Captain is unable to attend a meeting, then the Brigade shall be represented by its 1st Lieutenant. As with a.iii. above, this will ensure that the Brigade is represented by an officer who is well placed to speak on behalf of the Brigade.
- c. Insert a new Membership cl. 3 specifying that voting members cannot hold two positions on the committee and setting out how this is to be achieved. This replaces and expands upon existing Membership cl. 7.
- d. Amend Membership cl. 6 to refer to Council's newly adopted Code of Conduct for Council Members, Committee Members and Candidates.
- e. Delete Membership cl. 7, which is now dealt with by new cl. 3.
- f. Amend Operating Procedures cl. 1a by adding the words "The Shire President or Council's nominated deputy" to the beginning of the sentence for the purposes of clarity.
- g. Amend Operating Procedures cl. 1b by replacing the words "Presiding Member" with "both the Shire President and Council's nominated deputy representative", again for the purposes of clarity.

3. <u>Coastal Erosion Advisory Committee</u> (Appendix 11.1.3)

- a. Amend Aims & Functions cl. 2 by replacing the word "addressing" with "managing" and the words "within the Shire of Gingin" with "along the Shire of Gingin coastline".
- b. Amend Membership cl. 6 to refer to Council's newly adopted Code of Conduct for Council Members, Committee Members and Candidates.

4. Gingin Medical Centre Committee (Appendix 11.1.4)

a. Delete and replace the current Aims & Functions.

The existing Aims & Functions were put in place before the current medical practitioner took over the lease of the Medical Centre. The focus of the Committee should now move to overseeing the lease arrangements.





In addition, it is suggested that the Medical Centre Committee could also have input into efforts to attract improved aged health services.

b. Amend Membership cl. 7 to refer to Council's newly adopted Code of Conduct for Council Members, Committee Members and Candidates.

4. <u>Guilderton Caravan Park Advisory Committee</u> (Appendix 11.1.5)

Amend Membership cl. 5 to refer to Council's newly adopted Code of Conduct for Council Members. Committee Members and Candidates.

5. <u>Local Emergency Management Committee</u> (Appendix 11.1.6)

- a. Amend Membership cl. 1 by:
 - i. deleting reference to the Coordinator Community Services (Local Recovery Coordinator) and inserting the Local Recovery Administrator to reflect changes to the Shire's administrative structure.
 - ii. deleting reference to the Department for Child Protection and Family Support and replace with the Department of Communities to reflect changes in State government departmental nomenclature.
 - iii. deleting Yanchep District High School and Two Rocks Primary School as non-voting members.
 - Council resolved at its meeting on 21 March 2017 to include both schools as non-voting members because both schools have pupils who live in the Shire of Gingin. However, the Community Emergency Services Manager advises that no representative from either school has ever attended a LEMC meeting. Both schools can be retained on the list of contacts in the Shire's Local Emergency Management Arrangements so that they will be contacted during an emergency if necessary.
 - iv. deleting reference to the Department of Agriculture, Water and the Environment and replace with Department of Water and Environmental Regulation and Department of Agriculture and Food to reflect changes in State government departmental nomenclature.
- b. Amend Membership cl. 6 to refer to Council's newly adopted Code of Conduct for Council Members, Committee Members and Candidates.





6. Plant Committee (Appendix 11.1.7)

a. Amend the Aims & Functions by deleting and replacing the current wording.

At the present time there is a conflict between the Role/Purpose of the Committee as defined in the Terms of Reference and the Aims & Functions. The Committee's role is to provide high level, strategic input and advice to Council on ongoing plant replacement requirements. However, the current Aims & Functions suggest a more "operational" involvement in individual plant item purchases which is not appropriate for a committee of Council.

The proposed amendment re-aligns the Aims & Functions with the overarching role of the Committee.

b. Amend Membership cl. 6 to refer to Council's newly adopted Code of Conduct for Council Members, Committee Members and Candidates.

7. Waste Management Advisory Committee (Appendix 11.1.8)

Amend Membership cl. 7 to refer to Council's newly adopted Code of Conduct for Council Members, Committee Members and Candidates.

8. <u>Upper Coastal Sporting Facilities Working Group</u> (Appendix 11.1.9)

The Upper Coastal Sporting Facilities Working Group was formed by Council in 2019 to progress the preparation of a Master Plan for the future development of the Lancelin Sporting Complex as a consolidated facility for the Shire's Upper Coastal Region.

The Committee has now completed its role, with a report currently being prepared by the Committee Chair for Council's consideration. It is therefore recommended that the Upper Coastal Sporting Facilities Working Group be disbanded.

STATUTORY/LOCAL LAW IMPLICATIONS

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

Shire of Gingin Strategic Community Plan 2019-2029

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council:

- 1. Amend the Voting Membership of the Bush Fire Advisory Committee by requiring Volunteer Bush Fire Brigades to be represented on the Committee by either the Brigade Captain or, if the Captain holds another voting position on the Committee, by the Brigade 1st Lieutenant.
- 2. Approve new Aims & Functions for the Gingin Medical Centre Committee as follows:
 - 1. To liaise with the CEO with respect to overseeing the lease arrangements for the Gingin Medical Centre.
 - 2. To provide input with respect to the provision of improved and/or additional aged health services for the community.
- 3. Amend the Voting Membership of the Local Emergency Management Committee by:
 - a. Deleting the position of Coordinator Community Services (Local Recovery Coordinator) and adding the position of Local Recovery Administrator.
 - b. Deleting reference to the Department for Child Protection and Family Support and adding the Department of Communities.



- 4. Amend the Non-Voting Membership of the Local Emergency Management Committee by:
 - a. Deleting reference to the Yanchep District High School and the Two Rocks Primary School.
 - b. Deleting reference to the Department of Agriculture, Water and the Environment and adding the Department of Water and Environmental Regulation and the Department of Agriculture and Food.
- 5. Approve new Aims & Functions for the Plant Committee as follows:

To oversee the preparation of, and make recommendations to Council with respect to, the Shire's plant replacement program.

- 6. Adopt the various Terms of Reference shown as Appendices 11.3.1 to 11.3.8 incorporating the above amendments and further amendments as referenced in the Officer's Report.
- 7. Agree to disband the Upper Coastal Sporting Facilities Working Group.

AMENDMENT MOTION

MOVED: Councillor Peczka SECONDED: Councillor Vis

That Council:

Add an additional Part 8 to the Officer's Recommendation requiring all Committee minutes to be made available to all Councillors and Committee Members within seven working days of the Committee meeting.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ////

The amendment was incorporated into the Substantive Motion, which was then put.





COUNCIL RESOLUTION

MOVED: Councillor Johnson SECONDED: Councillor Vis

That Council:

- 1. Amend the Voting Membership of the Bush Fire Advisory Committee by requiring Volunteer Bush Fire Brigades to be represented on the Committee by either the Brigade Captain or, if the Captain holds another voting position on the Committee, by the Brigade 1st Lieutenant.
- 2. Approve new Aims & Functions for the Gingin Medical Centre Committee as follows:
 - 1. To liaise with the CEO with respect to overseeing the lease arrangements for the Gingin Medical Centre.
 - 2. To provide input with respect to the provision of improved and/or additional aged health services for the community.
- 3. Amend the Voting Membership of the Local Emergency Management Committee by:
 - a. Deleting the position of Coordinator Community Services (Local Recovery Coordinator) and adding the position of Local Recovery Administrator.
 - b. Deleting reference to the Department for Child Protection and Family Support and adding the Department of Communities.
- 4. Amend the Non-Voting Membership of the Local Emergency Management Committee by:
 - a. Deleting reference to the Yanchep District High School and the Two Rocks Primary School.
 - b. Deleting reference to the Department of Agriculture, Water and the Environment and adding the Department of Water and Environmental Regulation and the Department of Agriculture and Food.
- 5. Approve new Aims & Functions for the Plant Committee as follows:

To oversee the preparation of, and make recommendations to Council with respect to, the Shire's plant replacement program.





- 6. Adopt the various Terms of Reference shown as Appendices 11.3.1 to 11.3.8 incorporating the above amendments and further amendments as referenced in the Officer's Report.
- 7. Agree to disband the Upper Coastal Sporting Facilities Working Group.
- 8. Amend all Terms of Reference for committees to require minutes to be made available to all Councillors and Committee members within seven working days of the Committee meeting.

CARRIED UNANIMOUSLY 8 / 0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: N//

Reason For Amendment

Council was of the view that clarification was required as to the expected time frame within which minutes of committee meetings will be made available.





TERMS OF REFERENCE

AUDIT AND GOVERNANCE COMMITTEE

August 2021

Name:	Audit and Governance Committee
Role/Purpose:	To support Council in fulfilling its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, internal and external audit functions and ethical accountability.
Aims & Functions:	To guide and assist the local government in carrying out –
i uncuons.	a. its functions under Part 6 (Financial Management) of the Act; andb. its functions relating to other audits and other matters related to financial management.
	2. To guide and assist the local government in carrying out the local government's functions in relation to audits conducted under Part 7 (Audit) of the Act.
	To review a report in relation to risk management and/or internal control and/or legislative compliance given to it by the CEO under <u>Local Government (Audit) Regulations 1996</u> regulation 17(3) (the CEO's Report) and to:
	a. report to the Council the results of that review; andb. give a copy of the CEO's report to the Council.
	4. To monitor and advise the CEO when the CEO is carrying out functions in relation to a review under:
	 a. the Local Government (Audit) Regulations 1996 regulation 17(1) (a report in relation to risk management and/or internal control and/or legislative compliance); and b. the Local Government (Financial Management) Regulations 1996
	regulation 5(2)(c) (a report in relation to the appropriateness and effectiveness of the financial management systems and procedures of the local government).
	5. To support the auditor of the local government to conduct an audit and carry out the auditor's other duties under the Act in respect of the local government.
	6. To oversee the implementation of any action that the local government:
	a. is required to take by section 7.12A(3) in relation to matters raised in an Audit Report;
	 b. has stated it has taken or intends to take in a report prepared under section 7.12A(4)(a) for submission to the Minister addressing matters identified in an Audit Report as significant;

	c. has accepted should be taken following receipt of a report of a review conducted under regulation 17(1) of the appropriateness and effectiveness of a local government's systems and procedures in relation to risk management and/or internal control and/or legislative compliance; and
	d. has accepted should be taken following receipt of a report of a review conducted under the <i>Local Government (Financial Management) Regulations 1996</i> regulation 5(2)(c) in relation to the appropriateness and effectiveness of the financial management systems and procedures of the local government.
	7. To review the annual Compliance Audit Return and report the results of the review to Council in accordance with Regulation 14(3A) of the Local Government (Audit) Regulations 1996.
	8. To coordinate the CEO performance review process and any matters that may arise or result from that process.
	9. To perform any other function conferred on it by the <i>Local Government</i> (Audit) Regulations 1996 or another written law.
Membership:	The Committee shall consist of all elected members.
	2. The CEO and employees are not members of the Committee (s7.1.A(3) and (4) Local Government Act 1995).
	3. The CEO and Executive Manager Corporate and Community Services will attend all meetings to provide technical advice and guidance to the Committee.
	4. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate.
	5. Committee membership shall be appointed or removed by the Council.
	6. Members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates.
	7. The Committee has authority to second individuals from outside of the Committee, on a voluntary basis, for their expert advice.
Operating procedures:	1. Presiding Member:
procedures.	a) The Shire President will assume the role of Presiding Member.
	b) The Presiding Member will preside at all meetings.
	c) The Deputy Shire President will fill the role of Deputy Presiding Member.
	d) In the absence of the Presiding Member, the Deputy Presiding Member will assume the chair, and in his/her absence, a person is to be elected by the Committee members present to assume the Chair.
	e) The Presiding Member is responsible for the proper conduct of the Committee.
	2. Meetings:
	a) The Committee shall meet as required, but must hold a minimum of

			two meetings in any one calendar year.
		b)	Meetings can be scheduled by a written request of the Presiding Member to the Chief Executive Officer, or by a decision of the Council or the Committee.
		c)	A Notice of Meeting, including an agenda, will be circulated to the Committee members (including deputy members) at least 72 hours prior to each meeting where possible.
		d)	The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall provide the Committee members (including deputy members) with a copy of such minutes.
		e)	All Committee meetings will be conducted in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.
	3.	Quo	rum:
			quorum for a meeting shall be at least 50% of the number of orsed members.
	4.	Rep	orting:
		a)	The Minutes of every Committee meeting will be circulated for the information of all Councillors.
		b)	Any Committee resolution requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the Agenda for the next ordinary Council meeting.
Appointing legislation:	The 1998	-	nittee is established under section 7.1A of the Local Government Act
Delegated Authority:	The Committee has no delegated power and has no authority to implement its recommendations without approval of Council.		

Version	Decision Reference	Synopsis
1.	06/09/2005 - Item 10.2.1	Committee established and Terms of Reference adopted.
2.	22/10/2013 - Item 10.2	Terms of Reference reviewed.
3.	18/08/2015 - Item 11.1.6	Terms of Reference reviewed.
4.	19/09/2017 – Item 11.1.3	Terms of Reference reviewed. Aims & Functions cl. 16 added. Operating procedures cl. 2c deleted. Membership cl. 1 amended to include one external person.
5.	17/04/2018 – Item 11.1.1	Membership cl. 1 amended to delete external member. Committee name changed from Audit Committee to Audit and Governance Committee.
6.	22/01/2019 – Item 11.1.1	TOR amended to align with amendments to the <i>Local Government</i> (<i>Audit</i>) Regulations 1996. Committee membership amended to include Shire President and a minimum of 4 other councillors. Additional function included with respect to coordination of CEO performance review process.



TERMS OF REFERENCE

BUSH FIRE ADVISORY COMMITTEE

August 2021

Name:	Bush Fire Advisory Committee					
Role/Purpose:	To advise Council with regard to matters relating to bush fire control within the Shire of Gingin.					
Aims & Functions:	To make recommendations to Council with respect to the appointment of Fire Control Officers;					
	2. To determine training requirements and strategies; and					
	To consider and make recommendation to Council with respect to all bush fire mitigation issues.					
Membership:	 The Committee shall consist of the following representation: Voting Shire President or delegateCouncil's nominated deputy representative; Community Emergency Services Manager/Chief Bush Fire Control Officer; Deputy Chief Bush Fire Control Officers; and One nominated representative from each volunteer bush fire brigade Volunteer Bush Fire Brigade Captains , Non-Voting One representative - Department of Fire and Emergency Services; One representative - Department of Parks and Wildlife; One representative - Department of Agriculture and Food; One representative - Gingin Volunteer Fire and Rescue Service; and One representative - Lancelin Volunteer Fire and Rescue Service. A nominated deputy member may attend in place of the endorsed representative member. In the event that a Brigade Captain is unable to attend a meeting, then the Brigade shall be represented by its 1st Lieutenant. Voting members cannot hold two positions on the Committee. 					

		<u>a.</u>	If a Council representative also holds the position of Deputy Chief Bush Fire Control Officer or Brigade Captain then they must attend meetings in their capacity as a representative of the Shire of Gingin.
		<u>b.</u>	If a Brigade Captain is appointed to another voting position on the Committee, then the Brigade's 1st Lieutenant shall represent the Brigade.
	3 <u>4</u> .	day	nbership shall be for a period of up to two years terminating on the of the next ordinary Council elections, with retiring members eligible -nominate.
	4 <u>5</u> .	Con	nmittee membership shall be appointed or removed by the Council.
	<u>56</u> .		nbers must comply with the Shire's Code of Conduct for Council nbers, Committee Members and Candidates.
	<u>67</u> .		Committee has authority to second individuals from outside of the mittee, on a voluntary basis, for their expert advice.
	7.—	Votir canr	ng members can only attend in one capacity i.e. the voting member not be a Deputy Chief Bush Fire Control Officer and a brigade esentative.
Operating procedures:	1.	Pres	siding Member:
procedures.		a)	The Shire President or Council's nominated deputy representative shall fill the position of Presiding Member at all meetings.
		b)	In the absence of <u>both</u> the <u>Presiding MemberShire President</u> , <u>and Council's nominated deputy representative</u> , the Community Emergency Services Manager/Chief Bush Fire Control Officer will assume the Chair for the duration of that meeting.
		c)	The Presiding Member is responsible for the proper conduct of the Committee.
	2.	Mee	tings:
		a)	The Committee shall meet as required, but must hold a minimum of four meetings in any one calendar year (March, June, September and December).
		b)	Meetings can be scheduled by a written request of the Presiding Member to the Chief Executive Officer, or by a decision of the Council or the Committee.
		c)	A Notice of Meeting, including an agenda, will be circulated to the Committee members (including deputy members) at least 72 hours prior to each meeting where possible.
		d)	The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall provide the Committee members (including deputy members) with a copy of such minutes.
		e)	All Committee meetings will be conducted in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.
	3.	Quo	rum:
		quorunbers.	um for a meeting shall be at least 50% of the number of endorsed
			2

	4. Reporting:	
	The Minutes of every Committee meeting will be circulated for the information of all Councillors.	
	b) Any Committee resolution requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the Agenda for the next ordinary Council meeting.	
Appointing legislation:	The Committee is established under section 67 of the Bush Fires Act 1954.	
Delegated Authority:	The Committee has no delegated power and has no authority to implement its recommendations without approval of Council.	

Version	Decision Reference	Synopsis
1.	22/10/2013 - Item 10.3	Committee structure reviewed and Terms of Reference adopted.
2.	17/12/2013 – Item 11.1.1	Amended to include volunteer bush fire brigade representatives as voting members.
3.	18/08/2015 – Item 11.1.6	Terms of Reference reviewed. Reference to Standing Orders Local Law deleted from Operating Procedure 2b and replaced with Meeting Procedures Local Law 2014. Reference to provision of Committee Minutes via Information Bulletin deleted from Operating Procedure 4a.
4.	19/01/2016 – Item 11.1.3	Operating Procedures Clause 1b amended to specify that Community Emergency Services Manager/Chief Bush Fire Control Officer to assume the Chair in the absence of the Presiding Member.
5.	19/09/2017 – Item 11.1.3	Terms of Reference reviewed. Operating Procedures cl. 2c deleted.
6.	21/07/2020 – Item	Removal of Chief Executive Officer and addition of Item 7 under Membership section.

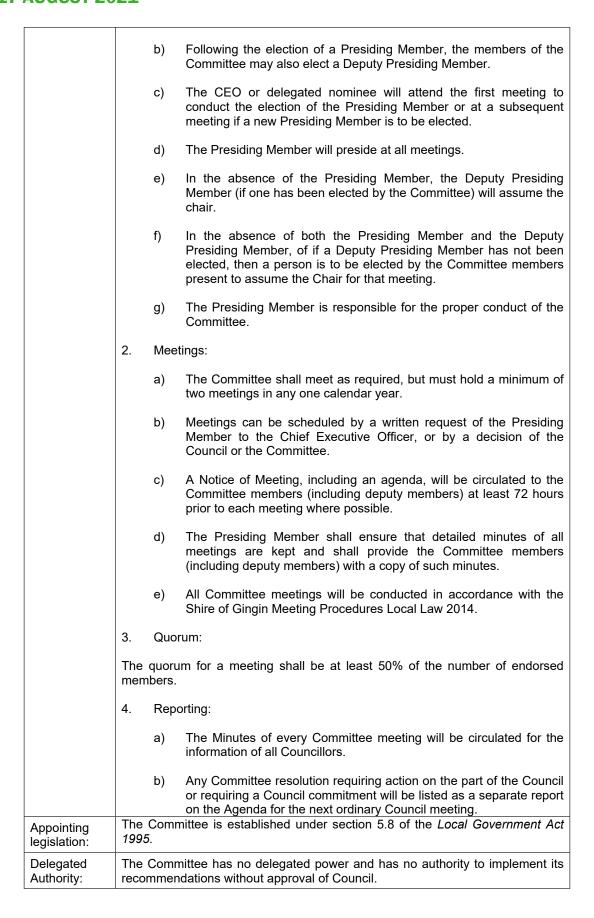


TERMS OF REFERENCE

COASTAL EROSION ADVISORY COMMITTEE

August 2021

Name:	Coastal Erosion Advisory Committee		
Role/Purpose:	Identify options for addressing Shire of Gingin coastal erosion and inundation issues.		
Aims & Functions:	1. To consider all existing information and reports to Council and additional information and guidance from experts in the field to identify a preferred course or courses of action.		
	2. To make recommendations to Council with respect to the preferred course or courses of action with respect to addressing_managing coastal erosion and inundation within_along the Shire of Gingin coastline .		
	3. To request Council Officers, as required, to facilitate discussions on behalf of the Committee with communities and experts in the field to identify potential options.		
Membership:	The Committee shall consist of the following representation:		
	four Councillor representatives.		
	2. The CEO and employees are not members of the Committee (s7.1.A(3) and (4) Local Government Act 1995).		
	3. The CEO will attend all meetings to provide technical advice and guidance to the Committee. Executive Managers and other officers will attend in an advisory capacity as required.		
	4. Membership shall be for a period of up to two years terminating on day of the next ordinary Council elections, with retiring members elig to re-nominate.		
	5. Membership shall be appointed or removed by the Council.		
	6. Members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates.		
	7. The Committee has authority to second external individuals, on a voluntary basis, for their expert advice.		
Operating procedures:	1. Presiding Member:		
	a) The members of the Committee are to elect a Presiding Member from amongst themselves at the first meeting of the Committee and at each subsequent first meeting of the Committee and at each subsequent first meeting following an ordinary local government election in accordance with the Local Government Act 1995, Schedule 2.3, Division 1.		



APPENDIX 11.1.3

Version	Decision Reference	Synopsis
1.	22/10/2019 – Item 14.1.9	Committee established



TERMS OF REFERENCE

GINGIN MEDICAL CENTRE COMMITTEE

August 2021

evel, the continued operation of a viable medical nity. The attract the services of an additional medical not medical Centre. The attracting additional medical and/or health nate from the Medical Centre. With respect to overseeing the lease arrangements Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attracting additional medical and/or health nate from the Medical Centre. The attraction attraction and the Medical Centre and the Medical C	
for attracting additional medical and/or health ate from the Medical Centre. with respect to overseeing the lease arrangements Centre. respect to the provision of improved aged health nity. nsist of the following representation:	
eate from the Medical Centre. with respect to overseeing the lease arrangements Centre. respect to the provision of improved aged health nity. nsist of the following representation:	
centre. respect to the provision of improved aged health nity. nsist of the following representation:	
nity. nsist of the following representation:	
presentatives	
2. The CEO and employees are not members of the committee.	
3. The CEO or his/her nominee is to attend all meetings to provide technical advice and guidance to the committee.	
member may attend in place of the endorsed	
5. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate.	
6. Committee membership shall be appointed or removed by the Council.	
with the Shire's Code of Conduct for Council lembers and Candidates.	
uthority to second individuals from outside of the ary basis, for their expert advice.	
a committee are to elect a presiding member from ves at the first meeting of the committee and at a first meeting following an ordinary local ion in accordance with the <i>Local Government Act</i> .3, Division 1.	

11/42018

		þ)	Following the election of a Prociding Momber, the members of the
		b)	Following the election of a Presiding Member, the members of the Committee may also elect a Deputy Presiding Member.
		c)	The CEO or delegated nominee will attend the first meeting to conduct the election of the Presiding Member or at a subsequent meeting if a new Presiding Member is to be elected.
		d)	The Presiding Member will preside at all meetings.
		e)	In the absence of the Presiding Member, the Deputy Presiding Member (if one has been elected by the Committee) will assume the chair.
		f)	In the absence of both the Presiding Member and the Deputy Presiding Member, or if a Deputy Presiding Member has not been elected, then a person is to be elected by the Committee members present to assume the Chair for that meeting.
		g)	The Presiding Member is responsible for the proper conduct of the committee.
	2.	Mee	tings:
		a)	The committee shall meet as required, but must hold a minimum of two meetings in any one calendar year.
		b)	Additional meetings can be scheduled by a written request of the Presiding Member to the Chief Executive Officer, or by a decision of the Council or the Committee.
		c)	A Notice of Meeting, including an agenda, will be circulated to the committee members (including deputy delegates) at least 72 hours prior to each meeting where possible.
		d)	The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall provide the Committee members (including deputy members) with a copy of such minutes.
		e)	All committee meetings will be conducted in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.
	3.	Quo	rum:
			quorum for a meeting shall be at least 50% of the number of orsed members.
	4.	Rep	orting:
		a)	The Minutes of every Committee meeting will be circulated for the information of all Councillors.
		b)	Any Committee resolution requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the Agenda for the next ordinary Council meeting.
Appointing legislation:	The 1995	-	nittee is established under section 7.1A of the Local Government Act
Delegated Authority:			nittee has no delegated power and has no authority to implement its dations without approval of Council.

APPENDIX 11.1.4

Version	Decision Reference	Synopsis
1.	22/10/2019 – Item 14.1.5	Committee established



TERMS OF REFERENCE

GUILDERTON CARAVAN PARK ADVISORY COMMITTEE

August 2021

Name:	Guilderton Caravan Park Advisory Committee		
Role/Purpose:	To receive information on the operations of the Guilderton Caravan Park.		
Aims & Functions:	To explore expansion and growth models for the Caravan Park site and operations.		
	2. To consider officers' reports and provide input on any issues related to the management and operations of the Guilderton Caravan Park that may be presented to the Committee.		
Membership:	The Committee shall consist of the following representation:		
	Four Councillors;		
	2. The CEO and Executive Manager Regulatory and Development Services will attend all meetings of the Committee to provide technical advice and guidance only.		
	3. The Caravan Park Manager will attend meetings by invitation only.		
	4. A nominated deputy member may attend in place of the endorsed representative member.		
	5. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate.		
	6. Committee membership shall be appointed or removed by the Council.		
	7. Members must comply with the Shire's Code of Conduct <u>for Council Members, Committee Members and Candidates</u> .		
	8. The Committee has authority to second individuals from outside of the Committee, on a voluntary basis, for their expert advice.		
Operating procedures:	Presiding Member and Deputy Presiding Member:		
	The members of a Committee are to elect a Presiding Member from amongst themselves at the first meeting of the Committee and at		

- each subsequent first meeting following an ordinary local government election in accordance with the *Local Government Act* 1995. Schedule 2.3. Division 1.
- b) Following the election of a Presiding Member, the members of the Committee may also elect a Deputy Presiding Member.
- c) The CEO or delegated nominee will attend the first meeting to conduct the election of the Presiding Member or at a subsequent meeting if a new Presiding Member is to be elected.
- d) The Presiding Member will preside at all meetings.
- e) In the absence of the Presiding Member, the Deputy Presiding Member (if one has been elected by the Committee) will assume the chair.
- f) In the absence of both the Presiding Member and the Deputy Presiding Member, or if a Deputy Presiding Member has not been elected, then a person is to be elected by the Committee members present to assume the Chair for that meeting.
- The Presiding Member is responsible for the proper conduct of the Committee.

2. Meetings:

- The Committee shall meet as required, but must hold a minimum of two meetings in any one calendar year.
- b) Meetings can be scheduled by a written request of the Presiding Member to the Chief Executive Officer, or by a decision of the Council or the Committee.
- c) A Notice of Meeting, including an agenda, will be circulated to the Committee members (including deputy members) at least 72 hours prior to each meeting where possible.
- d) The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall provide the Committee members (including deputy members) with a copy of such minutes.
- All Committee meetings will be conducted in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.

Quorum:

The quorum for a meeting shall be at least 50% of the number of endorsed members.

4. Reporting:

- The Minutes of every Committee meeting will be circulated for the information of all Councillors.
- b) Any Committee resolution requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the Agenda for the next ordinary Council meeting.

Appointing legislation:

The Committee is established under section 5.8 of the *Local Government Act* 1995.

Delegated The Committee has no delegated power and has no authority to implement its

APPENDIX 11.1.5

Authority: recommendations without approval of Council.

Version	Decision Reference	Synopsis
1.	19/07/2011 - Item 14.2	Committee established.
2.	22/10/2013 - Item	Terms of Reference adopted.
3.	18/08/2015 – Item 11.1.6	Terms of Reference reviewed. Aims and Functions amended by deleting 1. To facilitate effective communication between the Caravan Park management body and Council, renumbering 2. as 1. and inserting a new 2. Membership amended by inclusion of Caravan Park Manager as a non-voting member. Reference to Standing Orders Local Law deleted from Operating Procedure 2b and replaced with Meeting Procedures Local Law 2014. Reference to provision of Committee Minutes via Information Bulletin deleted from Operating Procedure 4a.
4.	19/09/2017 – Item 11.1.3	Terms of Reference reviewed. CEO, EMPD and Caravan Park Manager removed from committee membership. New Membership cl. 3 added. Operating Procedures cl. 2c deleted.



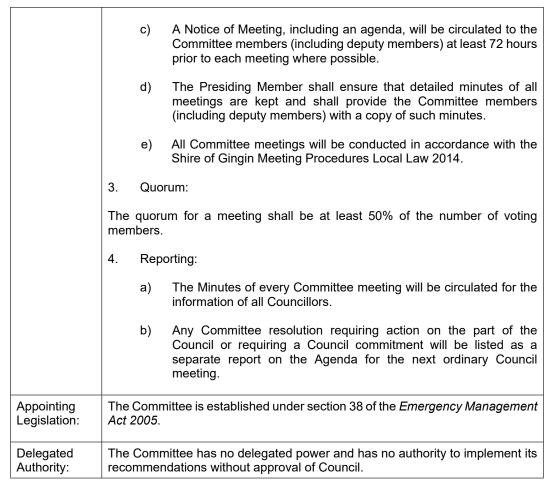
TERMS OF REFERENCE

LOCAL EMERGENCY MANAGEMENT COMMITTEE

August 2021

Name:	Local Emergency Management Committee		
Role/Purpose:	To advise and assist Council in the development, review and testing of the Shire of Gingin Local Emergency Management Arrangements.		
Aims & Functions:	To advise and assist Council in establishing local emergency management arrangements for the district;		
	To liaise with public authorities and other persons in the development, review and testing of the local emergency management arrangements; and		
	3. To carry out other emergency management activities as directed by the State Emergency Management Committee or prescribed by regulations.		
Membership:	The Committee shall consist of the following representation:		
	<u>Voting Members</u>		
	Shire of Gingin Shire President (Chairperson) Community Emergency Services Manager/Chief Bush Fire Control Officer (Executive Officer) Coordinator Community Services (Local Recovery Coordinator) Local Recovery Administrator WA Police OIC Gingin (Local Emergency Coordinator) OIC Lancelin (Local Emergency Coordinator) Department of Fire and Emergency Services Department for Child Protection and Family Support Department of Communities Red Cross St John Ambulance Chittering/Gingin Sub-Centre St John Ambulance Lancelin and Coastal Districts Sub-Centre Non-Voting Members Shire of Gingin Principal Environmental Health Officer WA Police Inspector Wheatbelt District Department of Biodiversity, Conservation and Attractions Western Power Main Roads WA		

Image Resources Royal Australian Air Force Base Pearce Lancelin Volunteer Marine Rescue Group Inc Department of Education Gingin District High School Lancelin Primary School Yanchep District High School Two Rocks Primary School Silver Chain Tronox State Emergency Management Committee Department of Agriculture, Water and the Environment Department of Water and Environmental Regulation Department of Agriculture and Food Department of Health - WA Country Health Service 2. A nominated deputy member may attend in place of the endorsed representative member. 3. The Shire's Chief Executive Officer will act as deputy member for the Shire President. 4. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate. 5. Committee membership shall be appointed or removed by the Council. 6. Members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates. 7. The Committee has authority to second individuals from outside of the Committee, on a voluntary basis, for their expert advice. 1. Operating Presiding Member: procedures: The Shire President shall fill the position of Presiding Member at all a) meetings. In the absence of the Shire President, the Chief Executive Officer, as Council's appointed deputy member, will attend and assume the Chair as Presiding Member for the duration of that meeting. In the event that neither the Shire President or the Chief Executive Officer are present, the Community Emergency Services Manager/Chief Bush Fire Control Officer will assume the Chair as Presiding Member for the duration of that meeting. d) The Presiding Member is responsible for the proper conduct of the Committee. 2. Meetings: The Committee shall meet as required, but must hold a minimum of one meeting every three months (February, May, August and November). Additional meetings can be scheduled by decision of the Council or the Committee, or at the discretion of the Committee's Presiding Member.



Version	Decision Reference	Synopsis
1.	22/10/2013 - Item 10.7	Terms of Reference adopted.
2.	16/12/2014 – Item 11.1.10	Amendments to membership and who shall chair meeting in absence of Shire President.
3.	18/08/2015 – Item 11.1.6	Terms of Reference reviewed. Reference to Standing Orders Local Law deleted from Operating Procedure 2b and replaced with Meeting Procedures Local Law 2014. Reference to provision of Committee Minutes via Information Bulletin deleted from Operating Procedure 4a.
4.	21/03/2017 – Item 11.1.1	Amendments to membership and who shall chair meeting in absence of Shire President.
5.	18/7/2017 – Item 11.1.3	Amendment to months for meetings to be held – now February, May, August and November
6.	16/6/2020 – Item 11.1.1	Addition of Principal Environmental Health Officer as a non-voting member, removal of Empire Oil Company (WA) Limited and replacing with Image Resources



TERMS OF REFERENCE

PLANT COMMITTEE

August 2021

Name:	Plant Committee	
Role/Purpose:	To provide input and advice to Council with respect to the Shire of Gingin's plant replacement program.	
Aims & Functions:	To assist Council in obtaining the most appropriate and cost effective plant to undertake projects and provide services within the Shire of Gingin. To oversee the preparation of, and make recommendations to Council with respect to, the Shire's plant replacement program.	
Membership:	The Committee shall consist of the following representation:Five Councillors	
	 The Chief Executive Officer, Executive Manager Operations and Plant Mechanic will attend all meetings of the Committee to provide technical advice and guidance only. 	
	 A nominated deputy member may attend in place of the endorsed representative member. 	
	4. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate.	
	Committee membership shall be appointed or removed by the Council.	
	6. Members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates.	
	7. The Committee has authority to second individuals from outside of the Committee, on a voluntary basis, for their expert advice.	
Operating procedures:	Presiding Member and Deputy Presiding Member:	
	a) The members of a Committee are to elect a Presiding Member from amongst themselves at the first meeting of the Committee and at each subsequent first meeting following an ordinary local government election in accordance with the Local Government Act 1995, Schedule 2.3, Division 1.	
	b) Following the election of a Presiding Member, the members of the Committee may also elect a Deputy Presiding Member.	
	c) The CEO or delegated nominee will attend the first meeting to	

			conduct the election of the Presiding Member or at a subsequent meeting if a new Presiding Member is to be elected.
		d)	The Presiding Member will preside at all meetings.
		e)	In the absence of the Presiding Member, the Deputy Presiding Member (if one has been elected by the Committee) will assume the chair.
		f)	In the absence of both the Presiding Member and the Deputy Presiding Member, or if a Deputy Presiding Member has not been elected, thena person is to be elected by the Committee members present to assume the Chair for that meeting.
		g)	The Presiding Member is responsible for the proper conduct of the Committee.
	2.	Mee	etings:
		a)	The Committee shall meet as required, but must hold a minimum of two meetings in any one calendar year.
		b)	Meetings can be scheduled by a written request of the Presiding Member to the Chief Executive Officer, or by a decision of the Council or the Committee.
		c)	A Notice of Meeting, including an agenda, will be circulated to the Committee members (including deputy members) at least 72 hours prior to each meeting where possible.
		d)	The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall provide the Committee members (including deputy members) with a copy of such minutes.
		e)	All Committee meetings will be conducted in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.
	3.	Quo	rum:
	1	quorı nbers.	um for a meeting shall be at least 50% of the number of endorsed
	4.	Rep	orting:
		a)	The Minutes of every Committee meeting will be circulated for the information of all Councillors.
		b)	Any Committee resolution requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the Agenda for the next ordinary Council meeting.
Appointing legislation:	The 1995	-	nittee is established under section 5.8 of the Local Government Act
Delegated Authority:			nittee has no delegated power and has no authority to implement its idations without approval of Council.

APPENDIX 11.1.7

MINUTES ORDINARY COUNCIL MEETING 17 AUGUST 2021

Version	Decision Reference	Synopsis
1.	22/10/2013 – Item	Committee established and Terms of Reference adopted.
2.	18/08/2015 - Item 11.1.6	Terms of Reference reviewed. Membership amended to include
		Plant Mechanic as non-voting member. Operating Procedure 2a
		amended to reduce the minimum number of meetings from 3 to 2.
		Reference to Standing Orders Local Law deleted from Operating
		Procedure 2b and replaced with Meeting Procedures Local Law
		2014. Reference to provision of Committee Minutes via Information
		Bulletin deleted from Operating Procedure 4a.
3.	16/08/2016 – Item 11.1.4	Chief Executive Officer, Executive Manager Operations and Plant
		Mechanic removed from Committee membership.
4.	19/09/2017 - Item 11.1.3	Terms of Reference reviewed. Operating Procedures cl. 2c
		deleted.



TERMS OF REFERENCE

WASTE MANAGEMENT ADVISORY COMMITTEE

August 2021

Name: \	Wasta Managament Advisory Committee		
	Waste Management Advisory Committee		
r	To have oversight and provide expert advice on waste management and recommendations to Council. This includes the ongoing development of the Waste Management Operational Plan and the Refuse Collection and Recycling Contract.		
Functions:	To advise Council on the strategic direction of waste management within the Shire of Gingin. To advise Council on legislative requirements that impact or environmental, planning and engineering issues of waste management operations and facilities. To advise on consultation with relevant government and private stakeholders, service providers, and the community as appropriate.		
2	 The committee shall consist of the following representation: Three Shire Councillors with one being the Chairperson. The CEO and employees are not members of the committee. The CEO or his/her nominee, Executive Manager Regulatory and Development Services, Executive Manager Operations and Assets, Principal Environmental Health Officer and Executive Manager Corporate and Community Services are to attend all meetings to provide technical advice and guidance to the committee. A nominated proxy member may attend in place of the endorsed representative member. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate. Committee membership shall be appointed or removed by the Council. 		

	7.	Members must comply with the Shire's Code of Conduct <u>for Council</u> <u>Members, Committee Members and Candidates</u> .	
	8.	The Committee has authority to second individuals from outside of the committee, on a voluntary basis, for their expert advice.	
Operating procedures:	1.	Presiding Member:	
		a) The members of a committee are to elect a presiding member from amongst themselves at the first meeting of the committee and at each subsequent first meeting following an ordinary local government election in accordance with the <i>Local Government Act 1995</i> , Schedule 2.3, Division 1.	
		b) Following the election of a Presiding Member, the members of the Committee may also elect a Deputy Presiding Member.	
		c) The CEO or delegated nominee will attend the first meeting to conduct the election of the Presiding Member or at a subsequent meeting if a new Presiding Member is to be elected.	
		d) The Presiding Member will preside at all meetings.	
		e) In the absence of the Presiding Member, the Deputy Presiding Member (if one has been elected by the Committee) will assume the chair.	
		f) In the absence of both the Presiding Member and the Deputy Presiding Member, or if a Deputy Presiding Member has not been elected, then a person is to be elected by the Committee members present to assume the Chair for that meeting.	
		g) The Presiding Member is responsible for the proper conduct of the committee.	
	2.	Meetings:	
		a) Meetings shall be held not more frequently than every 2 months, unless a special meeting of the Committee is called by specific resolution of the Committee for the specified purpose(s).	
		b) Additional meetings can be scheduled by a written request of the Presiding Member to the Chief Executive Officer, or by a decision of the Council or the Committee.	
		c) A Notice of Meeting, including an agenda, will be circulated to the committee members (including deputy delegates) at least 72 hours prior to each meeting where possible.	
		d) The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall provide the Committee members (including deputy members) with a copy of such minutes.	

		e)	All committee meetings will be conducted in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.
	3.	Quo	rum:
			quorum for a meeting shall be at least 50% of the number of orsed members.
	4.	Rep	orting:
		a)	The Minutes of every Committee meeting will be circulated for the information of all Councillors.
		b)	Any Committee resolution requiring action on the part of the Council or requiring a Council commitment will be listed as a separate report on the Agenda for the next ordinary Council meeting.
Appointing legislation:			mittee is established pursuant to Section 5.8 of the Local ent Act 1995.
Delegated Authority:	The Committee has no delegated power and has no authority to implement its recommendations without approval of Council.		

Version	Decision Reference	Synopsis
1.	19/11/2019 - Item 11.3.4	adopted

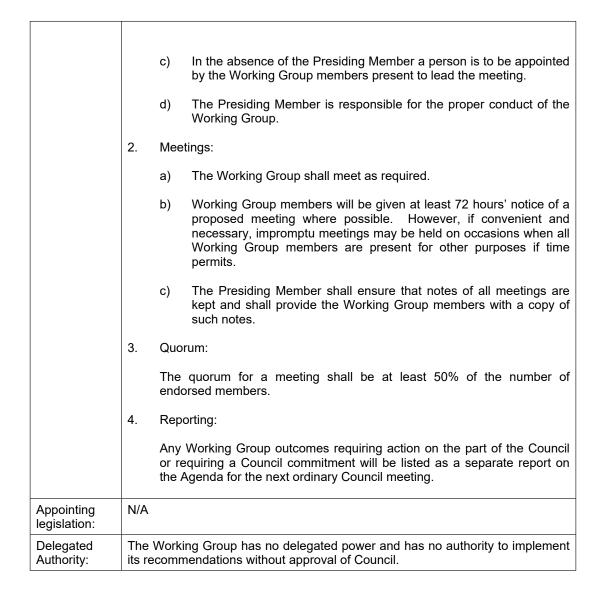


TERMS OF REFERENCE

UPPER COASTAL SPORTING FACILITIES WORKING GROUP

16 April 2019

Name:	Upper Coastal Sporting Facilities Working Group		
Role/Purpose:	To progress the preparation of a Master Plan for the future development of the Lancelin Sporting Complex as a consolidated facility for the Shire's Upper Coastal Region.		
Aims & Functions:	1. Undertake a reassessment of previously prepared plans for the complex, identifying which components are still relevant and what other facilities are, within reason, likely to be required in order to provide a facility that will cater for the upper coastal region as a whole in the future.		
	Prepare a scope of works for use by the Shire in engaging a consultant to formulate a new Master Plan.		
	3. Liaise with the consultant during the Master Plan preparation process.		
Membership:	The Working Group shall consist of the following representation:		
	three Councillors;		
	two members of the Lancelin Community Sporting Club Inc Committee;		
	 two representatives of the Ledge Point community; 		
	one representative of the Ocean Farm community; and		
	one representative of the Seaview Park community.		
	2. The Shire's Coordinator Community Development and Services will attend all meetings to provide technical advice and guidance to the Working Group. Other officers may attend in an advisory capacity as required.		
	3. Membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections, with retiring members eligible to re-nominate.		
	4. Working Group membership shall be appointed or removed by consensus of Council.		
	5. Members must comply with the Shire's Code of Conduct.		
	6. The Working Group has authority to second external individuals, on a voluntary basis, for their expert advice.		
Operating procedures:	1. Presiding Member:		
	 The members of the Working Group are to appoint a presiding member from amongst themselves at the first meeting of the Working Group. 		
	b) The Presiding Member must be a Councillor.		



Version	Decision Reference	Synopsis
1.	16/10/2018 - Item 11.1.1	Adopted
2.	16/04/2019 – Item 11.1.1	Working Group name changed to Upper Coastal Sporting Facilities Working Group



11.2 POLICY 1.42 CODE OF CONDUCT BEHAVIOUR COMPLAINTS MANAGEMENT

File	COR/28-1; GOV/10
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	20 April 2021, Item 11.1.1
Appendices	1. Policy 1 42 Code of Conduct Behaviour Complaints
	Management [11.2.1 - 12 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider adopting Policy 1.42 Code of Conduct Behaviour Complaints Management.

BACKGROUND

The Local Government (Model Code of Conduct) Regulations 2021 (the Regulations) took effect on 3 February 2021, repealing and replacing the Local Government (Rules of Conduct) Regulations 2007, and superseding any previous Codes of Conduct formulated by local governments for elected members and committee members.

All local governments were required to adopt the Model Code contained within the Regulations by 3 May 2021, and the Shire of Gingin complied with this requirement at its meeting on 20 April 2021. Although local governments cannot amend Divisions 2 (Principles) or 4 (Rules of Conduct) of the Model Code, they are able to include additional behaviour requirements in Division 3 (Behaviours). Accordingly, in adopting the Model Code as the Shire of Gingin Code of Conduct for Council Members, Committee Members and Candidates, Council incorporated a number of elements from its previous Code of Conduct into Division 3 as Clauses 16 through to 25.

Complaints with respect to breaches of Division 3 of a local government's Code of Conduct must be dealt with by the local government itself. It is therefore necessary to put in place a policy of Council that gives detailed guidance as to how complaints will be considered, and ensures that the complaints process is effective, transparent, fair and accessible.

COMMENT

A draft Code of Conduct Behaviour Complaints Management policy was circulated to all Councillors at the Briefing Session on 6 July 2021. In accordance with Policy 1.4 Council Policy Management, Councillors were given a period of 21 days within which to submit any suggestions, questions or comments.





The following questions were received in relation to the draft policy.

1. Who will conduct the Alternative Dispute Resolution process (cl. 3.6)?

At this point in time, it is envisaged that the Alternative Dispute Resolution process would initially be led by the Behaviour Complaints Officer unless there is a reason why this would be unsuitable or inappropriate. If it is necessary to appoint a third party to assist with the process then this can be done at any time, provided all parties agree.

2. Will the appointment of an independent Complaints Assessor be dependent on the type/severity of the complaint (cl. 2.2)?

The intent is that each complaint will be dealt with in the manner that is judged by the Behaviour Complaints Officer to be most appropriate to the circumstances. Some local governments have specified that an independent Complaints Assessor will be engaged for every complaint; however, given the current rarity of complaints of this nature for the Shire of Gingin, it is not considered necessary at this point to be too prescriptive.

No consideration has been given at this point to parties who may be suitable to fill the role of independent Complaint Assessor. It may be that an agreement could be reached with neighbouring local governments to fill this role for each other, but undoubtedly there will be a number of consultants who will be available for the purpose if required.

3. Has any thought been given to who will fill the role of Behaviour Complaints Officer, and does it need to be stipulated (cl. 2.1)?

At its meeting on 16 February 2021, Council adopted Delegation 1.20 Appointment of Authorised Persons and Approval of Complaint of Breach Form (Code of Conduct for Council Members, Committee Members and Candidates), which gives delegated power to the CEO to appoint Behaviour Complaints Officers.

Policy 1.42 Code of Conduct Behaviour Complaints Management (Appendix 11.2.1) is now presented for formal consideration by Council.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 5 – Administration
Division 2 – Conduct





Local Government (Model Code of Conduct) Regulations 2021
Schedule 1 – Model code of conduct
Division 3 – Behaviour
cl. 11 – Complaint about alleged breach

POLICY IMPLICATIONS

In the event that Council is supportive of the Officer's Recommendation then the new Policy will be incorporated into Council's Policy Manual as Policy 1.42. The Policy Manual is available to the public from the Shire's website.

BUDGET IMPLICATIONS

There are no immediate budgetary implications envisaged as a result of adoption of the proposed policy.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Balcombe SECONDED: Councillor Morton

That Council adopt Policy 1.42 Code of Conduct Behaviour Complaints Management as shown at Appendix 11.2.1.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: Ni/

.



POLICY MANUAL

POLICY 1.42 CODE OF CONDUCT BEHAVIOUR COMPLAINTS MANAGEMENT

OBJECTIVE

To establish, in accordance with Clause 15(2) of the *Local Government (Model Code of Conduct) Regulations 2021* and the Shire of Gingin Code of Conduct for Council Members, Committee Members and Candidates, the procedure for dealing with complaints about alleged breaches of the behaviour requirements included in Division 3 of the Shire of Gingin Code of Conduct for Council Members, Committee Members and Candidates.

To give effect to the Shire of Gingin's commitment to an effective, transparent, fair and accessible complaints handling process that supports high standards of behaviour of Council Members, Committee Members and Candidates.

SCOPE

This Policy applies to complaints made in accordance with Clause 11 of the Shire of Gingin Code of Conduct for Council Members, Committee Members and Candidates.

This Policy applies to Council Members, Committee Members, Candidates and any person who submits a complaint in accordance with this Policy.

DEFINITIONS

Act means the Local Government Act 1995.

Behaviour Complaints Officer means a person authorised in writing by the CEO exercising delegated authority under clause 11(3) of the Code of Conduct to receive complaints and withdrawals of complaints. The role of the Behaviour Complaints Officer is addressed in Part 2.1 of this Policy.

Breach means a breach of Division 3 of the Shire of Gingin Code of Conduct for Council Members, Committee Members and Candidates.

Candidate means a candidate for election as a Council Member, whose nomination has been accepted by the Returning Officer under s.4.49 of the Act, but does not include a Council Member who has nominated for re-election. A person is a Candidate from the date on which their nomination is accepted, until the Returning Officer declares the election result in accordance with s.4.77 of the Act.

Candidate Complaint means a Complaint alleging a Breach by a Candidate. Candidate Complaints are dealt with in Part 3.2 of this Policy.

Code of Conduct means the Shire of Gingin Code of Conduct for Council Members, Committee Members and Candidates.

Committee means a committee of Council, established in accordance with s.5.8 of the Act.

Committee Member means a Council Member, employee of the Shire of Gingin or other person who has been appointed by the Council to be a member of a Committee, in accordance with s.5.10(1) of the Act. A person is a Committee Member from the date on which they are appointed, until their appointment expires or is terminated by Council resolution.

Complaint means a complaint submitted under Clause 11 of the Code of Conduct.

Complainant means a person who has submitted a Complaint in accordance with this Policy.

Complaint Assessor means a person appointed by the Behaviour Complaints Officer in accordance with Part 2.2 and Part 3.8 of this Policy.

Complaint Documents means the Complaint Form and any supporting information, evidence, or attachments provided by the Complainant.

Complaint Form means the form approved under clause 11(2)(a) of the Code of Conduct by the CEO exercising delegated authority.

Council means the Council of the Shire of Gingin.

Council or Committee Meeting means a formal meeting of the Council or a Committee that is called and convened in accordance with the Act. It does not include informal meetings, such as workshops or briefings.

Council Member means a person who is currently serving a term of office as an elected member of the Council in accordance with the Act.

Finding means a finding made in accordance with clause 12(1) of the Code of Conduct as to whether the alleged Breach has or has not occurred.

Plan means a Plan that may be prepared and implemented under clause 12(4)(b) of the Code of Conduct, to address the behaviour of the person to whom the complaint relates (the Respondent), if a Finding has been made that a Breach has occurred.

Response Documents means the response provided by the Respondent to the Complaint, and includes any supporting information or evidence that is supplied.

POLICY

1. Principles

1.1 Procedural fairness

The principles of procedural fairness, or natural justice, will apply when dealing with a Complaint under this Policy. In particular:

- the Respondent will be afforded a reasonable opportunity to be heard before any findings are made, or a plan implemented;
- the decision maker should be objective and impartial, with an absence of bias or the perception of bias; and
- any findings made will be based on proper and genuine consideration of the evidence.

1.2 Consistency

The application of this Policy should lead to consistency in process and outcomes. While each Complainant and Respondent will be dealt with according to their circumstances, and each Complaint considered and determined on its merits, similar circumstances will result in similar decisions.

1.3 Confidentiality

The Shire of Gingin will take all reasonable steps to maintain confidentiality when dealing with the Complaint, in order to protect both the Complainant and Respondent.

Council Members, Local Government employees and contractors who have a role in handling a specific complaint will be provided with sufficient information to fulfil their role. They must manage this information securely, and must not disclose or inappropriately use this information.

Complainants will be made aware that:

- In order to allow the Respondent to understand and respond to the complaint against them, the name of the Complainant will be provided to the Respondent unless the Complainant provides reasons why this should not occur.
- The Complainant's contact information will not be provided to the Respondent.
- The Complainant's name and contact information will not be included in any publicly available documents such as meeting agendas or minutes.
- Complaint Documents may be subject to a Freedom of Information request, however the Complainant must be consulted before any documents are released and exemptions may apply.

 Breaches of confidentiality by the Complainant may prejudice the progress of their Complaint.

1.4 Accessibility

The Shire of Gingin will ensure that information on how to make a complaint, including this Policy, is available on the Shire's website. The Shire will make information available in alternative formats if requested and considered reasonable by the Behaviour Complaints Officer.

Any person wishing to make a complaint may contact the Behaviour Complaints Officer if they require assistance in completing the complaint form or otherwise navigating the complaints process.

2. Roles

2.1 Behaviour Complaints Officer

The Behaviour Complaints Officer is authorised in accordance with clause 11(3) of the Code of Conduct to accept complaints and withdrawal of complaints.

The Behaviour Complaints Officer is not an advocate for the complainant or the respondent. The Behaviour Complaints Officer provides procedural information and assistance to both Complainant and Respondent.

The Behaviour Complaints Officer will liaise with and provide administrative support to a Complaint Assessor appointed under this Policy.

The Behaviour Complaints Officer will facilitate the calling and convening of Council or Behaviour Complaints Committee meetings if required.

In undertaking their functions, the Behaviour Complaints Officer will apply the Principles of this Policy.

2.2 Complaint Assessor

The Complaint Assessor is appointed by the Behaviour Complaints Officer in accordance with Part 3.8 of this Policy.

The Behaviour Complaints Officer may elect to perform the role of Complaint Assessor, or alternatively to appoint a third party Complaint Assessor who will undertake the functions specified in this Policy. In undertaking their functions, the Complaint Assessor will apply the Principles of this Policy.

If a third party Complaint Assessor is appointed, then the Complaint Assessor will liaise with the Behaviour Complaints Officer to manage the administrative requirements of dealing with the Complaint in accordance with this Policy.

3. Procedure

3.1 Making a complaint

Any person may make a Complaint alleging that a Council Member, Committee Member or Candidate has behaved in a way that constitutes a breach of Division 3 of the Code of Conduct [clause 11(1) of the Code of Conduct].

A Complaint must be made within one (1) month after the alleged Breach [clause 11(2)(c) of the Code of Conduct].

A Complaint must be made by completing the Behaviour Complaint Form in full and providing the completed form to the Behaviour Complaints Officer.

A Complaint must be made in accordance with the Behaviour Complaint Form and specify which requirement(s) of the Code of Conduct is/are alleged to have been breached. A Complaint is required to include the name and contact details of the Complainant, and therefore anonymous complaints cannot be accepted.

Where a Complaint Form omits required details, the Behaviour Complaints Officer will invite the Complainant to provide this information in order for the Complaint to be progressed.

Where a Complaint is made more than 1 month after the alleged breach, the Behaviour Complaints Officer will give the Complainant written notice that the Complaint cannot be made [clause 11(2)(c) of the Code of Conduct].

3.2 Candidate Complaints

A Complaint in relation to a Candidate must be made in accordance with 3.1, above, but cannot be dealt with unless the Candidate is subsequently declared elected as a Council Member.

Within 7 days after receiving a Candidate Complaint, the Behaviour Complaints Officer will provide written notice:

- To the Complainant confirming receipt, and advising of the procedure for candidate complaints; and
- To the Respondent, including a summary of the complaint, and advising of the procedure for candidate complaints.

No action will be taken until the results of the election are declared by the Returning Officer. If the respondent is elected, then the complaint will be dealt with in accordance with this Policy. Timeframes that would otherwise commence on the receipt of a Complaint will be taken to commence on the election date.

If the Respondent is not elected, the Behaviour Complaints Officer will provide the Complainant with notice that the Respondent has not been elected and that the Complaint cannot be dealt with *[clause 15(1) of the Code of Conduct]*.

3.3 Withdrawing a Complaint

A Complainant may withdraw their Complaint at any time before a Finding has been made in relation to the Complaint [clause 14 of the Code of Conduct].

A Complainant may withdraw a Complaint by advising the Behaviour Complaints Officer in writing that they wish to do so.

After receiving a written withdrawal of the Complaint, the Behaviour Complaints Officer will take all necessary steps to terminate the process commenced under this Policy.

3.4 Notice to Complainant

Within 7 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Complainant that:

- confirms receipt of the Complaint;
- outlines the process that will be followed and possible outcomes;
- explains the application of confidentiality to the complaint;
- includes a copy of this Policy; and
- if necessary, seeks clarifications or additional information, including offering the option of Alternative Dispute Resolution if the Complainant has not already indicated their agreement to this on the Complaint Form.

If the Complaint Form indicates that the Complainant agrees to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will advise the Complainant of the process in accordance with Part 3.6 of this Policy.

3.5 Notice to Respondent

Within 14 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Respondent that:

- advises that a Complaint has been made in accordance with the Code of Conduct and this Policy;
- includes a copy of the Complaint Documents;
- outlines the process that will be followed, the opportunities that will be afforded to the Respondent to be heard and the possible outcomes;
- includes a copy of this Policy; and
- if applicable, advises that further information has been requested from the Complainant and will be provided in due course.

If the Complainant has agreed to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will ask the Respondent if they are also willing to participate in accordance with Part 3.6 of this Policy.

3.6 Alternative Dispute Resolution

The Shire of Gingin recognises that Alternative Dispute Resolution may support both parties in reaching a mutually satisfactory outcome that resolves the issues giving rise to the Complaint. Alternative Dispute Resolution requires the consent of both parties to the Complaint and may not be appropriate in all circumstances.

To commence the process, the Behaviour Complaints Officer will, as the first course of action upon receiving a Complaint, offer the Complainant and the Respondent the option of Alternative Dispute Resolution. If both parties agree to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will pause the formal process.

The objective of Alternative Dispute Resolution will be to reach an agreed resolution that satisfies the Complainant that the formal process is no longer required, allowing them to withdraw the Complaint, in accordance with Part 3.3 of this Policy. For example, an offer by a Respondent to issue a voluntary apology in response to a Complaint, even in the absence of a request from the Complainant, qualifies for consideration as Alternative Dispute Resolution.

If Alternative Dispute Resolution is commenced, both the Complainant and Respondent may decline to proceed with the process at any time. The process may also be terminated on the advice of a third party who is providing assistance to the Local Government, such as a facilitator or mediator.

If Alternative Dispute Resolution is terminated or does not achieve an agreed outcome that results in the withdrawal of the Complaint, the Behaviour Complaints Officer will resume the formal process required under this Policy.

3.7 Order of Complaints

Complaints will normally be dealt with in the order in which they are received.

If more than one Complaint is received that relates to the same alleged behaviour, the Behaviour Complaints Officer may decide to progress those Complaints concurrently.

3.8 Appointment of Complaint Assessor

If Alternative Dispute Resolution is not commenced, is terminated or does not achieve an agreed outcome resulting in the withdrawal of the Complaint, the Behaviour Complaints Officer will appoint a Complaint Assessor. The Complaint Assessor may be the Behaviour Complaints Officer, or an independent third party.

The behaviour Complaints Officer will endeavour to appoint a Complaint Assessor within a reasonable period. The Behaviour Complaints Officer will provide written notice of the appointment to the Complainant and the Respondent.

3.9 Search of Local Government Records

The Complaint Assessor may request the Behaviour Complaints Officer to search for any relevant records in the Shire of Gingin's Record Management System.

In particular, if the behaviour is alleged to have occurred at a Council or Committee Meeting, the Behaviour Complaints Officer will be requested to identify any Local Government records that provide evidence that may support a decision as to whether:

- the behaviour occurred at a Council or Committee Meeting,
- the behaviour was dealt with by the person presiding at the meeting, and/or
- the Respondent has taken remedial action in accordance with the Shire of Gingin Meeting Procedures Local Law 2014.

The Complaints Assessor must provide the Respondent with a copy of any records that are identified. In addition, where a clarification or additional information has been sought from the Complainant by either the Behaviour Complaints Officer or the Complaint Assessor, copies must also be provided to the Respondent.

3.10 Assessment of the Complaint

The Complaint Assessor will undertake an assessment of the Complaint in accordance with the process outlined in the Notices given under Part 3.4 and Part 3.5 of this Policy.

The Complaint Assessor must ensure that the Respondent is provided with a reasonable opportunity to be heard before forming any opinions, or drafting the Complaint Report or recommendations.

3.11 Complaint Report

The Complaint Assessor will prepare a Complaint Report that will:

- outline the process followed, including how the Respondent was provided with an opportunity to be heard;
- include the Complaint Documents, the Response Documents and any relevant Local Government Records as attachments; and
- include recommendations on each decision that may be made by the Complaints Committee (if the report is prepared by an independent third party); and
- include reasons for each recommendation (if the report is prepared by an independent third party), with reference to Part 4 of this Policy.

If the Complaint Report is not prepared by an independent third party, then no recommendations will be provided, and Council will formulate a resolution based on the information presented to it.

If the Complaint Report recommends that a Plan is prepared and implemented in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy, the Complaint Report must include a Proposed Plan.

The Respondent will be provided with a draft copy of the Complaint Report and provided with an opportunity to make submissions prior to the Complaint Report being finalised for presentation to Council.

The Behaviour Complaints Officer will be responsible for preparation of a confidential report for consideration by Council, with the Complaint Report provided as a confidential attachment. Any recommendations contained within the Complaint Report will be included in the Officer Report as Officer Recommendations.

3.12 Consideration by Council

Complaint Reports will be considered by Council at its next available ordinary meeting. The Officer Report will be prepared on the basis that the part of the meeting that deals with the Complaint Report will be held behind closed doors in accordance with s.5.23(2) of the Act.

In accordance with the Department of Local Government, Sport and Cultural Industries' Guidelines on the Model Code of Conduct for Council Members, Committee Members and Candidates, all council members (including the Complainant and Respondent) are required to disclose an Impartiality Interest before debate commences.

Council will consider the Complaint Report and attachments and give due regard to the recommendations..

In accordance with Regulation 11(d)(a) of the *Local Government (Administration)* Regulations 1996, reasons for any decision that is significantly different from the Officer Recommendation must be recorded in the meeting minutes.

If the behaviour that is the subject of the Complaint is alleged to have occurred at a Council or Committee Meeting, the Council will determine whether or not to dismiss the Complaint in accordance with Clause 13 of the Code of Conduct and Part 4.2 of this Policy.

If the Council dismisses a Complaint, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the decision and the reasons for the decision in accordance with clause 13(2) of the Code of Conduct. This concludes the process for this Complaint.

If the Complaint is not dismissed, the Council will consider the Complaint and make a Finding as to whether the alleged Breach that is the subject of the Complaint has or has not occurred, in accordance with clause 12 of the Code of Conduct and Part 4.3 of this Policy.

If the Council finds that the alleged Breach **did not** occur, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the Finding and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Council finds that the alleged breach **did** occur, the Council will decide whether to take no further action in accordance with clause 12(4)(a) of the Code of Conduct or prepare a plan to address the behaviour in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy.

If the Council decides to take no further action, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of this decision and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Council decides to prepare a Plan, the Council will first consult with the Respondent in accordance with clause 12(5)* of the Code of Conduct. The Council will consider any submissions made by the Respondent before preparing and implementing a Plan.

3.13 Compliance with Plan Requirement

The Behaviour Complaints Officer will monitor the actions in timeframes set out in a Plan. Failure to comply with a requirement included in a Plan is a minor breach under section 5.105(1) of the Act and clause 23 of the Code of Conduct.

The Behaviour Complaints Officer must provide a report advising Council of any failure to comply with a requirement included in a Plan.

4. Decision Making

4.1. Objective and Principles

All decisions made under this Policy will reflect the Policy Objectives and the Principles included in Part 1 of this Policy.

4.2. Dismissal

The Council must dismiss a Complaint in accordance with clause 13(1)(a) and (b) of the Code of Conduct if it is satisfied that -

- (a) the behaviour to which the Complaint relates occurred at a Council or Committee Meeting; and
- (b) either
 - (i) the behaviour was dealt with by the person presiding at the meeting; or
 - (ii) the Respondent has taken remedial action in accordance with the Shire of Gingin Meeting Procedures Local Law 2014

4.3. Finding

A Finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur [clause 12(3) of the Code of Conduct].

This may involve first considering whether the behaviour occurred, on the balance of probabilities, and then whether that behaviour constituted a breach of a requirement of Division 3 of the Code of Conduct.

4.4. Action

In deciding whether to take no further action, or prepare and implement a Plan, the Council may consider:

- the nature and seriousness of the breach(es);
- the Respondent's submission in relation to the contravention;
- whether the Respondent has breached the Code of Conduct knowingly or carelessly;
- whether the Respondent has breached the Code of Conduct on previous occasions;
- likelihood or not of the Respondent committing further breaches of the Code of Conduct;
- personal circumstances at the time of conduct;
- need to protect the public through general deterrence and maintain public confidence in Local Government; and
- any other matters which may be regarded as contributing to or the conduct or mitigating its seriousness.

4.5. Plan Requirements

The proposed Action Plan will outline:

- The behaviours of concern;
- The actions to be taken to address the behaviour(s);
- Who is responsible for the actions; and
- An agreed timeframe for the Plan action(s) to be addressed by the Respondent.

The Plan may include requirements for the Respondent to do one (1) or more of the following:

- engage in mediation;
- undertake counselling;
- undertake training;
- take other action the Council considers appropriate (e.g. an apology).

The Proposed Plan should be designed to provide the Respondent with the opportunity and support to demonstrate the professional and ethical behaviour expected of elected representatives expressed in the Code of Conduct.

GOVERNANCE REFERENCES

Statutory Compliance Local Government Act 1995	
	Local Government (Model Code of Conduct) Regulations 2021
Industry Compliance	Department of Local Government, Sporting and Cultural Industries Guidelines on the
	Model Code of Conduct for Council Members, Committee Members and Candidates
Organisational Compliance	Shire of Gingin Code of Conduct for Council Members, Committee Members and
	Candidates

POLICY ADMINISTRATION

Review Cycle	2 years	Next Review	2023
Department	Office of the CEO		

Version	Decision Reference	Synopsis
1.	17/08/2021 Item	Policy adopted



11.3 POLICY 1.43 TEMPORARY EMPLOYMENT OF CEO OR APPOINTMENT OF ACTING CEO

File	COR/28-1	
Author	Lee-Anne Burt - Coordinator Governance	
Reporting Officer	Aaron Cook - Chief Executive Officer	
Refer	N/A	
Appendices	1. Policy 1 43 Temporary Employment of CEO or	
	Appointment of Acting CEO [11.3.1 - 4 pages]	

DISCLOSURES OF INTEREST

Aaron Cook (CEO) disclosed an Impartiality Interest in Item 11.3 because the proposed policy relates to the statutory position of Chief Executive Officer of the Shire of Gingin.

Les Crichton disclosed a Financial Interest in Item 11.3 because, as Executive Manager Corporate and Community Services, he may be appointed as an Acting CEO or Temporary CEO under the proposed policy, which has a direct impact on his remuneration for the duration of the appointment.

Bob Kelly disclosed a Financial Interest in Item 11.3 because, as Executive Manager Regulatory and Development Services, he may be appointed as Acting CEO or Temporary CEO under the provisions of the proposed policy, which may have a direct impact on his remuneration for the duration of the appointment.

Mikel Haramboure (Executive Manager Operations and Assets) disclosed a Financial Interest in Item 11.3 because he could potentially be appointed as Temporary CEO or Acting CEO, which could have financial implications.

Les Crichton, Bob Kelly and Mikel Haramboure left the meeting at 3.39pm.

PURPOSE

To consider adopting a policy dealing with the employment of a temporary CEO, or the appointment of an Acting CEO, for periods of less than 12 months as required by s.5.39C of the *Local Government Act 1995*.

BACKGROUND

Section 5.39C of the *Local Government Act 1995* (the Act), which came into effect early in 2021, requires all local governments to adopt, by absolute majority, a policy that sets out the process to be followed in relation to:

Employment of a person in the position of CEO for a term not exceeding one year;
 and





 Appointment of an employee to act in the position of CEO for a term not exceeding one year.

A policy addressing this matter and based on WALGA's template policy developed for this purpose, has now been prepared for consideration by Council (Appendix 11.3.1).

COMMENT

Previously the Act did not contain any requirements specifically with respect to temporary or acting CEOs, although, s.5.36(1)(a) requires local governments to employ a person to be the CEO of the local government. Like many other local governments, the Shire of Gingin recognised the need to put some practical arrangements in place for the appointment of an Acting CEO, and in 2014 resolved to delegate power to the CEO to appoint an acting CEO for periods of 35 days or less.

Exercise by the CEO of Delegation 1.16 is currently subject to the following conditions:

- 1. The position of Acting CEO 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 s.5.37 of the Act.
- 2. Appointments can only be made for periods of 35 days (5 weeks) 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.
- 3. The CEO must advise Councillors of any appointments to the position of Acting CEO 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 the appointment as soon as possible.
- 4. The CEO must appoint an Acting CEO for any planned or unplanned leave periods of more than five working days.

The draft policy has been prepared to apply the same constraints with respect to the appointment of an Acting CEO by the substantive CEO. However, it goes into greater detail as to the action to be taken by Council where the CEO is unavailable or unable to make a decision with respect to the appointment of an Acting CEO, and where appointment is required for periods exceeding 5 weeks.

The draft policy was circulated to all Councillors at the Briefing Session on 6 July 2021. In accordance with Policy 1.4 Council Policy Management, Councillors were given a period of 21 days within which to submit any suggestions, questions or comments.

The following questions were received in relation to the draft policy.





1. Does the line of succession refer to current staff and their level of experience, and would an amendment be required if the situation changed?

The line of succession included in cl. 2 of the policy is intended, amongst other things, to ensure that the Shire is not without a CEO for more than five working days in situations where the CEO is unable to make an Acting appointment. In situations such as this, a recognised line of succession means that the position of Acting CEO can be filled without having to wait for a decision of Council.

Whilst the policy would apply to the nominated positions regardless of the incumbent staff members in those positions at the time, as with all policies Council has the right to take action outside the policy parameters if it so desires. In practice, this would mean that, in an emergency, the officer in the position nominated by the policy would immediately step in as Acting CEO and Council could then, if it wished, resolve to appoint another person to the Acting CEO position.

- 2. In Clause 4, I'm guessing that the time period will be short, so no requirement to consider "multiple employees" acting in the role?
 - Cl. 4 deals with the appointment of a Temporary CEO to cover a period of time between a CEO leaving the employ of the Shire of Gingin and a new CEO being employed.

Generally speaking, a successful applicant for the position of CEO is likely to be currently employed in an equivalent position, or at the very least in a senior management position and would therefore be required to provide their current employer with notice of at least one month (for senior management) up to three months (for a CEO). This means that the appointment of a Temporary CEO is likely to cover a reasonably significant period.

The point raised is a good one, and clause 4 has been amended to recognise that a series of Temporary CEOs may be appointed if required.

3. In Clause 5, would an amendment be necessary if the current CEO, or any person in the position, didn't provide their own vehicle?

The policy would need to be updated in the event of a CEO being employed under different contract conditions. However, even with the current requirements of Clause 5a in place, Council can resolve to vary the remuneration to an Acting CEO.





STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 5 Administration
Division 4 Local government employees
s.5.39 Contracts for CEO and senior employees
s.5.39C Policy for temporary employment or appointment of CEO
s.5.40 Principles affecting employment by local governments

POLICY IMPLICATIONS

In the event that Council is supportive of the Officer's recommendation, then the new policy will be inserted into Council's Policy Manual as Policy 1.43 and will be available for public information via the Shire of Gingin website.

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

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

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

OFFICER RECOMMENDATION

That Council adopt Policy 1.43 Temporary Employment of CEO or Appointment of Acting CEO as shown at Appendix 11.3.1.





AMENDMENT MOTION

MOVED: Councillor Rule SECONDED: Councillor Johnson

That Council amend cl. 2.b. of Policy 1.43 Temporary Employment of CEO or Appointment of Acting CEO as shown at Appendix 11.3.1 by deleting "5 working days" and inserting "2 working days".

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ///

The amendment was incorporated into the Substantive Motion, which was then put.

COUNCIL RESOLUTION

MOVED: Councillor Rule SECONDED: Councillor Johnson

That Council adopt Policy 1.43 Temporary Employment of CEO or Appointment of Acting CEO as shown at Appendix 11.3.1, with cl. 2.b. amended to read as follows:

The CEO must appoint an Acting CEO for any leave periods greater than 2 working days and less than 5 weeks.

CARRIED BY ABSOLUTE MAJORITY

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ///

Reason for Amendment

Five working days is considered to be too long a period for the Shire to operate without a formally appointed Acting CEO.

Les Crichton, Bob Kelly and Mikel Haramboure returned to Council Chambers at 3.44pm and were advised of Council's decision.



Administrative Note: An administrative error was identified in cl. 3.b. of the policy (Appendix 11.3.1), in that the clause stated that "The Council will, by resolution, appoint an Acting CEO for periods greater than 6 weeks...". This was a typographical error in the draft policy and, prior to Council voting on the matter, it was noted that it should read "5 weeks...". A corrected version of the policy will appear in the Minutes.



POLICY MANUAL

POLICY 1.43 TEMPORARY EMPLOYMENT OF CEO OR APPOINTMENT OF ACTING CEO

OBJECTIVE

To establish policy, in accordance with Section 5.39C of the *Local Government Act 1995* ('the Act'), that details the Shire of Gingin's processes for appointing an Acting or Temporary Chief Executive Officer (CEO) for periods of less than 12 months of planned or unplanned leave, or an interim vacancy in the substantive office.

DEFINITIONS

- Acting CEO means a person employed or appointed to fulfil the statutory position of CEO during a period where the substantive CEO remains employed but is on planned or unplanned leave.
- 2. **Temporary CEO** means a person employed or appointed to fulfil the statutory position of CEO for the period of time between the end of the substantive CEO's employment and the appointment and commencement of a newly appointed substantive CEO.

SCOPE

This policy applies to the statutory position of Chief Executive Officer (CEO) of the Shire of Gingin.

POLICY

1. Acting and Temporary CEO Requirements and Qualification

- a. When the CEO is on planned or unplanned leave, or the CEO's employment with the Local Government has ended, an Acting or Temporary CEO is to be appointed in accordance with this Policy to fulfil the functions of CEO as detailed in Section 5.41 of the Local Government Act 1995, and other duties as set out in the Act and associated Regulations.
- b. Through this policy and in accordance with section 5.36(2)(a) of the Act, the Council determines that employees appointed to the substantive position of Executive Manager and designated as a Senior Employee are considered suitably qualified to perform the role of Acting or Temporary CEO.
- c. A person appointed to the position of Acting Executive Manager is not included in the determination set out in Clause 2(b).

2. Appoint Acting CEO – Planned and unplanned leave for periods up to 5 weeks (35 days)

- a. The CEO is authorised to appoint, in writing, an Executive Manager as Acting CEO, where the CEO is on planned or unplanned leave for periods not exceeding 5 weeks, subject to the CEO's consideration of the Executive Manager's performance, availability, operational requirements and, where appropriate, the equitable access to the professional development opportunity.
- b. The CEO must appoint an Acting CEO for any leave periods greater than 5 working days and less than 5 weeks.
- c. The CEO is to immediately advise all Council Members when and for what period of time the Executive Manager is appointed as Acting CEO.
- d. If the CEO is unavailable or unable to make the decision to appoint an Acting CEO in accordance with (2), then the following line of succession shall apply:
- e. The Executive Manager Corporate and Community Services will be appointed as Acting CEO; or
- f. If the Executive Manager Corporate and Community Services is unable to act, the Executive Manager Regulatory and Development Services will be appointed as Acting CEO; or
- g. If the Executive Manager Regulatory and Development Services is unable to act, Executive Manager Operations and Assets will be appointed as Acting CEO.
- h. Council may, by resolution, extend an Acting CEO period under subclause (4) beyond 5 weeks if the substantive CEO remains unavailable or unable to perform their functions and duties.

3. Appoint Acting CEO for extended leave periods greater than 5 weeks but less than 12 months.

- a. This clause applies to the following periods of extended leave:
 - i. Substantive CEO's Extended Planned Leave which may include accumulated annual leave, long service leave or personal leave; and
 - Substantive CEO's Extended Unplanned Leave which may include any disruption to the substantive CEO's ability to continuously perform their functions and duties.
- b. The Council will, by resolution, appoint an Acting CEO for periods greater than 5 weeks but less than 12 months, as follows:
 - Appoint one employee, or multiple employees for separate defined periods, as Acting CEO to ensure the CEO position is filled continuously for the period of extended leave; or

- ii. Conduct an external recruitment process in accordance with clause 5(1)(c)(iii).
- c. The President will liaise with the CEO, or in their unplanned absence the Coordinator Governance to coordinate Council reports and resolutions necessary to facilitate an Acting CEO appointment.
- d. Subject to Council's resolution, the President will execute in writing the Acting CEO appointment with administrative assistance from the Coordinator Governance.

4. Appoint Temporary CEO – Substantive Vacancy

- a. In the event that the substantive CEO's employment with the Shire of Gingin is ending, the Council when determining to appoint a Temporary CEO may either:
 - by resolution, appoint an employee appointed to the substantive position of Executive Manager and designated as a Senior Employee as the Temporary CEO for all or part of the period of time until the substantive CEO has been recruited and commences their employment with the Local Government; or
 - ii. by resolution, appoint an employee appointed to the substantive position of Executive Manager and designated as a Senior Employee as the interim Temporary CEO for all or part of the period of time until an external recruitment process for a Temporary CEO can be completed; or
 - iii. following an external recruitment process in accordance with the principles of merit and equity prescribed in section 5.40 of the Act, appoint a Temporary CEO for all or part of the period of time until the substantive CEO has been recruited and commences employment with the Local Government.
- b. The President will liaise with the Coordinator Governance to coordinate Council reports and resolutions necessary to facilitate a Temporary CEO appointment.
- c. The President is authorised to execute in writing the appointment of a Temporary CEO in accordance with Council's resolution/s, with administrative assistance from the Coordinator Governance.

5. Remuneration and conditions of Acting or Temporary CEO

- a. Unless Council otherwise resolves, an employee appointed as Acting CEO shall be remunerated at 75% of the cash component only of the substantive CEO's total reward package.
- b. Council will determine, by resolution, the remuneration and benefits to be offered to a Temporary CEO when entering into a contract in accordance with the requirements of Sections 5.39(1) and (2)(a) of the Act.
- c. Subject to relevant advice, the Council retains the right to terminate or change, by resolution, any Acting or Temporary CEO appointment.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1995 s.5.39 Contracts for CEO and senior employees Local Government Act 1995 s.5.39C Policy for temporary employment or appointment of CEO s.5.40 Principles affecting employment by local governments	
Industry Compliance		
Organisational Compliance	Shire of Gingin Standards for CEO Recruitment, Performance & Termination	

POLICY ADMINISTRATION

Review Cycle	2 years	Next Review	2023
Department	Office of the CEO		

Version	Decision Reference	Synopsis
1.	17/08/2021 – Item	Policy adopted. *Absolute Majority required (LGA s.5.39C)



11.4 PROPOSAL TO ADOPT A REGIONAL PRICE PREFERENCE POLICY

File	COR/28-1
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	N/A
Appendices	1. Policy 1 44 Regional Price Preference [VKS9] [11.4.1 - 2
	pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider whether Council wishes to commence the process of instituting a regional price preference policy.

BACKGROUND

For some time, Council has informally expressed an interest in developing a regional price preference policy which will enable the Shire of Gingin to support local suppliers.

Part 4A of the *Local Government (Functions and General) Regulations 1996* (the Regulations) enables local governments situated outside the metropolitan area to give a regional price preference to regional tenderers. A draft policy has been prepared based on the requirements and constraints prescribed by Part 4A (Appendix 11.4.1).

COMMENT

In accordance with Council Policy 1.4 Council Policy Management, the draft policy was circulated to Councillors at the Briefing Session on 6 July 2021. Councillors were given a period of 21 days within which to submit any suggestions, questions or comments.

Whilst no questions or suggestions were received from Councillors during this period, upon review Administration suggests that the draft policy be amended with respect to the region/s to which the policy will be applied.

The draft originally circulated to Councillors for comment include a single Region, being the area within the Shire of Gingin's boundaries and areas within 5 kilometres of the boundaries. It is considered, however, that this may be impractical to administer, and therefore the draft policy has been amended as follows:

1. Under Definitions, instead of a single Region, the policy now references two regions:





- a. Region 1: The area encompassed by the boundaries of the Shire of Gingin; and
- b. Region 2: The area encompassed by the boundaries of the Shires of Chittering, Dandaragan and Victoria Plains.

This proposed amendment will allow the Shire to recognise the close interaction between the Shire of Gingin and businesses operating in neighbouring communities, whilst making administration of the policy easier in practice.

The City of Wanneroo, which also adjoins the Shire of Gingin, has not been included in Region 2 because it forms part of the Perth Metropolitan Area. Suppliers located within the City of Wanneroo can seek a price preference for those goods and services identified in their offer as being sourced from within one of the Regions in accordance with cl. 2 of the draft policy.

2. The Regional Pricing Preferences identified under cl. 1, which originally included a single 10% discount (to a maximum of \$50,000) for goods and services, and a single 5% discount (to a maximum of \$50,000) for construction (building), have been amended to include a second tier of pricing for Region 2 which is 50% of the price reduction to be offered to Region 1.

Clause 24E of the Regulations requires that, where a local government intends to give a regional price preference in relation to a process, then it must give State-wide public notice of the intention to have a regional price preference policy, inviting submissions commenting on the proposed policy and providing a submission period of at least four weeks from the date of the notice.

A copy of the proposed policy must be made available for public inspection and must be published on the local government's website.

The local government must consider all submissions received in relation to the policy and may then resolve to adopt the policy provided that there are no significant changes as a result of submissions received. If there are significant changes then further State-wide public notice must be given of the amended policy and a new submission period allowed.

In the event that a regional price preference policy is adopted by Council, then State-wide public notice must be given of the policy adoption. A copy of the adopted policy must be included with any specifications for tenders to which the policy applies, and it must be published on the local government's website.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government (Functions and General) Regulations 1996 Part 4A Regional price preference

POLICY IMPLICATIONS





Nil at this point. In the event that a regional price preference policy is adopted by Council, then it will be included in Council's Policy Manual and will be applied to the Shire's tender and quotation processes.

BUDGET IMPLICATIONS

Nil at this point.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Economic Development
Objective	4 - To support economic development through the Shire's service
	delivery
Outcome	4.3 Innovation
	Innovation is the foundation of economic growth across the Shire
Key Service Area	Economic Development & Tourism Infrastructure
Priorities	Continue to develop policies that support small economic enterprises

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Morton

That Council:

- 1. Agree to give State-wide public notice of its intention to implement a regional price preference policy, as shown at Appendix 11.4.1, in accordance with r.24E of the *Local Government (Functions and General) Regulations 1996*.
- 2. Allow a period of four weeks after the publication of the State-wide public notice within which public submissions may be made.
- 3. Note that, at the close of the public submission period, the matter will be presented again to Council for further consideration.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: N//





POLICY MANUAL

POLICY 1.44 REGIONAL PRICE PREFERENCE

OBJECTIVE

To support local suppliers whilst seeking value for money in purchasing goods and services with public funds and maximising the limited financial resources available to the Shire of Gingin.

As far as can be achieved whilst complying with the Value for Money provisions of the Shire's Purchasing Policy, the Shire of Gingin will:

- a. Consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;
- b. Consider indirect benefits that have a flow-on effect for local suppliers (ie, servicing and support); and
- c. Avoid bias in the design and specifications for requests for tender and quotations in order to encourage local businesses to bid.

DEFINITIONS

Construction (Building):

Construction (Building) does not include road construction.

Local Supplier: A supplier who, for more than 6 months prior to the closing date of the

tender or quote, has operated a business continuously out of premises

in either Region 1 or Region 2.

Region 1: The area encompassed by the boundaries of the Shire of Gingin.

Region 2: The area encompassed by the boundaries of the Shires of Chittering,

Dandaragan and Victoria Plains.

Regional Pricing

Preference:

The amount by which a tender or quotation submitted by a local supplier will be reduced for the purpose of assessing the tender or quotation.

SCOPE

This policy is applicable to all requests for tender or quotations sought by the Shire of Gingin unless it is determined, prior to a particular request for tender or quotation being issued, that the policy will not apply.

POLICY DETAILS

1. Regional Pricing Preferences

The following Regional Pricing Preferences will be applied when considering tenders or quotes received from Local Suppliers.

a. Goods and Services

Region 1: A 10% price preference, to a maximum price reduction of

\$50,000 (ex. GST).

Region 2: A 5% price preference, to a maximum price reduction of \$25,000.

b. Construction (Building)

Region 1: A 5% price preference, to a maximum price reduction of \$50,000

(ex. GST).

Region 2: A 2.5% price preference, to a maximum price reduction of

\$25,000.

2. Non-Local Suppliers

Where a non-Local Supplier seeks a price preference, only those goods and services identified in the offer as being sourced from within the Region may be included in the discounted calculations that form part of the assessment of a tender or quote when this policy is in operation.

Non-Local Suppliers will be required to clearly identify and separately price locally-sourced components in order for a price preference to be considered.

3. Evaluation of Tenders and Quotations

Price is only one factor that must be considered when evaluating a tender or quotation. Nothing in this Policy compels the Shire to accept the lowest or any tender or quotation based on the price offered.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government (Functions and General) Regulations 1996 – Part 4A	
Industry Compliance		
Organisational Compliance	Policy 3.10 Purchasing	

POLICY ADMINISTRATION

Review Cycle	2 years	Next Review	2023
Department	Corporate and Community Services		

Version	Decision Reference	Synopsis



11.5 ATTENDANCE AT 2021 WA LOCAL GOVERNMENT CONVENTION

File	GOV/13
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	N/A
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider approving attendance by Councillors Linda Balcombe, Jan Court, Frank Johnson and Andrea Vis at the 2021 WA Local Government Convention.

BACKGROUND

Policy 1.29 Councillors' Entitlements specifies as follows:

1. Clause 5.3a

In the event that three or more requests are received to attend the same opportunity or conference, or the annual Budget allocation is exceeded, then the matter will be submitted to Council for consideration.

2. Clause 5.3c

Any request for attendance at a training opportunity or conference that falls within the last three months of a Councillor's term of office will be referred to Council for approval.

Councillors Linda Balcombe, Jan Court, Frank Johnson and Andrea Vis have advised that they wish to attend the 2021 WALGA Local Government Convention on 20/21 September 2021.

Councillor Johnson's current term ends at the local government elections on 16 October 2021.

COMMENT

The annual WALGA Local Government Convention is the most significant professional development opportunity for local government in Western Australia.





The theme for the 2021 Convention is *Leading the Way: Looking Forward, Looking Back,* and takes place against the backdrop of generational change for the sector with the reform of the Local Government Act on the horizon. Additionally, 2020 and 2021 have seen an unprecedented level of uncertainty being experienced in areas such as local politics, the economy, the environment and the ongoing impact and evolving nature of the COVID-19 pandemic. The convention program has been developed to assist local government representatives to positively embrace change and develop a forward-thinking mindset with respect to issues that can benefit their communities.

Speakers during the Convention will include the Hon. Julie Bishop, the Hon. Kevin Hogan MP (Assistant Minister to the Deputy Prime Minister; Assistant Minister for Local Government) and the Hon. Jason Clare MP (Shadow Minister for Regional Services, Territories and Local Government). Concurrent sessions will include Recovery from Emergencies in WA, Governance: Roles and Responsibilities, Elected Members – Champions of economic resilience and community prosperity, Integrated Planning and Reporting, Local Government Audits and Waste Avoidance and the Impact of the Waste Export Bans.

Attendance cost per Councillor for both days is:

Conference registration:

\$1,200

Accommodation:

\$360 (total for 2 nights)

The total cost for attendance by four Councillors is \$6,240, not including meals.

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Policy 1.29 Councillors' Entitlements Clause 5.3 Booking Arrangements Relevant to Clauses 4 and 5

BUDGET IMPLICATIONS

Costs associated with attendance at the 2021 WA Local Government Convention will be met from the Members of Council Conferences and Training budget.





STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	5 – To demonstrate effective leadership, governance and advocacy on behalf of community
Outcome	5.1 Values Out Organisational/Business Values are demonstrated on all that we do
Key Service Area	Elected Member Services
Priorities	5.1.1 Develop the skills and capabilities of our Elected Members and Staff

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council approve the attendance of the following Councillors at the 2021 WA Local Government Convention:

- 1. Councillor Linda Balcombe;
- 2. Councillor Jan Court;
- 3. Councillor Frank Johnson; and
- 4. Councillor Andrea Vis.

Councillor Vis advised that, due to unforeseen circumstances, she was no longer available to attend the 2021 WA Local Government Convention and her name was therefore removed from the motion.





COUNCIL RESOLUTION

MOVED: Councillor Morton SECONDED: Councillor Lobb

That Council approve the attendance of the following Councillors at the 2021 WA Local Government Convention:

- 1. Councillor Linda Balcombe;
- 2. Councillor Jan Court; and
- 3. Councillor Frank Johnson.

CARRIED UNANIMOUSLY 8 / 0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ///



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

File	CSV/25	
Reporting Officer	Aaron Cook - Chief Executive Officer	
Refer	20 July 2021, Item 11.4	
Appendices	 Gingin Eco Lifestyle Village Staged Development [11.6.1 - 1 page] 	
	2. Proposal [11.6.2 - 69 pages]	

DISCLOSURES OF INTEREST

Nil

PURPOSE

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

BACKGROUND

This item was deferred at the Ordinary Council Meeting held on 20 July 2021 and further consultation has occurred with the developers regarding the requested items for discussion. As such the Officer's Recommendation has been slightly amended to reflect these outcomes.

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

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

Council advertised for proposals from interested developers on several occasions, unfortunately either with little interest being shown, or developers wanting a significant capital investment for the development to proceed. However, in 2016 contact was made with H & H Development Enterprises Pty Ltd, resulting in an agreement to purchase 25 Old Mooliabeenee Road, Gingin for \$195,000 and to undertake an Eco Village lifestyle development on the property.





Over the last three years little action on the development has occurred as H & H has been focused on developing a similar development in Northam. Their focus has now moved to Gingin and the development costs and proposal have been honed-in in order to reduce costs and expedite the development. The plans for the staged development are provided as **Appendix 11.6.1**.

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

COMMENT

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

The proposal received from H & H for Council's consideration (Appendix 11.6.2) asks that Council consider purchasing two homes within the development which could then be utilised as social housing for the aged, as an addition to the existing units in Barlee Street.

The proposal is for Council to purchase 2 homes for \$217,000 each (plus GST). The Shire would own the buildings outright with a 60 year lease for the land. The lease period would be reset back to a full 60 years should the Shire sell the units in the future. A copy of the lease agreement is included in **Appendix 11.6.2**.

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

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





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

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

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

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

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

It is recommended that Council agree to enter into an agreement with H & H to purchase 2 homes within the lifestyle village development proposed for 25 Old Mooliabeenee Road, Gingin at a cost of \$217,000 (plus GST) per residence, and to execute the corresponding lease agreement for the 2 plots of land. The purchase would be primarily funded by utilising the \$195,000 received through sale of the land to the developers (which is currently in Reserve), with the shortfall of \$239,000 (not including interest) to be sourced from the Land and Buildings Reserve.

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





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

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

The financial requirement for this proposal is covered in the main through the funds received through selling the land to the developers. The shortfall of \$239,000 would be funded through the Land and Buildings Reserve which currently has a balance of \$1,103,923.

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

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

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





	New and existing developments meet the Shire's Strategic Objectives and Outcomes
Key Service Area	N/A
Priorities	Support strategies that facilitate greater investment in housing and
	housing diversity

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council:

- Agree to purchase two homes in the Gingin Eco Lifestyle Village development at 25 Old Mooliabeenee Road, Gingin for a purchase price of \$217,000 plus GST per residence, subject to H & H Development Enterprises Pty Ltd committing to the following:
 - a. The Shire of Gingin will not pay rent until the main entry road, gate, security, and landscaping as listed below are installed and the Club House is significantly progressed and is at practical lockup stage;
 - b. The Shire of Gingin will pay to H & H Development Enterprises Pty Ltd a weekly rent equivalent to two thirds of the listed rent requirement to standard tenants per property. The minimum weekly rent payable to the Shire by its tenants will be \$165 (per single) and \$185 (per couple).
 - c. A Local Engagement/Marketing Plan being prepared and enacted by or prior to 31 October 2021;
 - d. Six properties being sold by way of contract prior to the Shire's purchase of two homes being enacted;
 - e. H & H Development Enterprises Pty Ltd building one display home early in the development and a second at the same time as the Shire's two homes are being constructed, at the latest;
 - f. An 800m² parcel of land will be allocated on the plans and drawings as a future site for a potential aged care service provider administration centre etc; and
 - g. Landscaping of the entry, clubhouse, Stage 1 and orchard etc will be completed during the commencement of the project.





- Authorise the Shire President and Chief Executive Officer to negotiate and execute the purchase agreement, including affixing of the Shire of Gingin Common Seal if required.
- 3. Agree to enter into a lease agreement with H & H Development Enterprises Pty Ltd for two lots within the Gingin Eco Lifestyle Village development to accommodate the residences referred to in Part 1 as per the conditions listed above.

AMENDMENT MOTION

MOVED: Councillor Morton SECONDED: Councillor Peczka

That Council amend the motion as follows:

- 1. In Part 1 by deleting the words "two homes" and inserting "one home".
- 2. By deleting Part 1c. and inserting a new Part 1c. as follows:

H & H Development Enterprises Pty Ltd (the Developer) will undertake a local marketing/sales campaign to be commenced prior to 31 October 2021. After a six week period, the Developer is to submit a report to Council with the outcomes of the campaign prior to Council's purchase of one residence being finalised;

3. By deleting Part 1d. and inserting a new Part 1d. as follows:

Six homes being sold prior to the Shire's purchase of one home being enacted;

4. By deleting Part 1e. and inserting a new Part 1e. as follows:

H & H Development Enterprises Pty Ltd building one display home at the beginning of the development;

- 5. By deleting Part 1f. and renumbering existing Part 1g. as Part 1f.
- 6. In Part 3 by deleting the word "two lots" and inserting "one lot", and deleting the word "residences" and inserting "residence".

LOST 2 / 6

FOR: Councillor Morton and Councillor Peczka

AGAINST: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson, Councillor Lobb and Councillor Vis





PROCEDURAL MOTION

MOVED: Councillor Morton SECONDED: Councillor Peczka

That the matter be deferred and brought back to the Council meeting on 21 September 2021 with the correct purchase figure paid by the developer for the land reflected in the Officer's Report.

LOST 2/6

FOR: Councillor Morton and Councillor Peczka

AGAINST: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb and Councillor Vis

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule SECONDED: Councillor Vis

That Council:

- 1. Agree to purchase two homes in the Gingin Eco Lifestyle Village development at 25 Old Mooliabeenee Road, Gingin for a purchase price of \$217,000 plus GST per residence, subject to H & H Development Enterprises Pty Ltd committing to the following:
 - a. The Shire of Gingin will not pay rent until the main entry road, gate, security, and landscaping as listed below are installed and the Club House is significantly progressed and is at practical lockup stage;
 - b. The Shire of Gingin will pay to H & H Development Enterprises Pty Ltd a weekly rent equivalent to two thirds of the listed rent requirement to standard tenants per property. The minimum weekly rent payable to the Shire by its tenants will be \$165 (per single) and \$185 (per couple).
 - A Local Engagement/Marketing Plan being prepared and enacted by or prior to 31 October 2021;
 - d. Six properties being sold by way of contract prior to the Shire's purchase of two homes being enacted;
 - e. H & H Development Enterprises Pty Ltd building one display home early in the development and a second at the same time as the Shire's two homes are being constructed, at the latest;



- f. An 800m² parcel of land will be allocated on the plans and drawings as a future site for a potential aged care service provider administration centre etc; and
- g. Landscaping of the entry, clubhouse, Stage 1 and orchard etc will be completed during the commencement of the project.
- 2. Authorise the Shire President and Chief Executive Officer to negotiate and execute the purchase agreement, including affixing of the Shire of Gingin Common Seal if required.
- Agree to enter into a lease agreement with H & H Development Enterprises
 Pty Ltd for two lots within the Gingin Eco Lifestyle Village development to
 accommodate the residences referred to in Part 1 as per the conditions listed
 above.

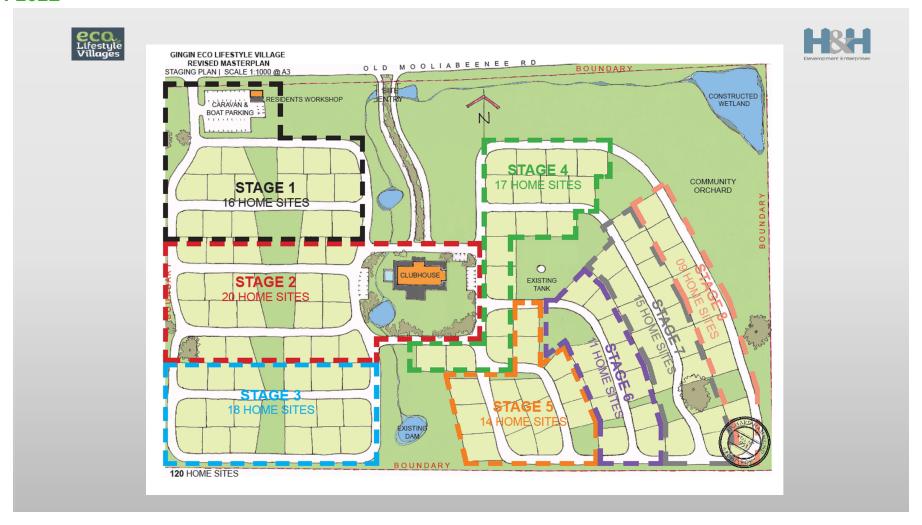
CARRIED 6/2

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb and Councillor Vis

AGAINST: Councillor Morton and Councillor Peczka

Administrative Note: An administrative error was identified in Officer's Report, in that the purchase price for 25 Old Mooliabeenee Road, Gingin was incorrectly quoted as \$350,000. The price paid by H & H Development Enterprises Pty Ltd for the property was, in fact, \$195,000, which means that the shortfall figure to be funded from the Land and Buildings Reserve is \$239,000, not \$84,000. The correct figures were noted by Council prior to voting on the matter, and the Officer's Report has been corrected for the Minutes.



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

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

28th June 2021

Mr Aaron Cook Chief Executive Officer Shire of Gingin

Dear Aaron

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

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

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

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

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

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

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

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

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

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

Kind regards

Mike Hollett

MA Det

Director

H&H Development Enterprises Pty Ltd



ECO Lifestyle Villages 131 Pascoe Street, Karrinyup WA 6018

Hello!

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

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

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

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

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

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

Kind regards,

Chris Harrison

Director

Phris

May 2021





Residential Site Agreement
Gingin Eco Lifestyle Village
The Resident
/ For
. •
Residential Site, Lot 11, 25 Old Mooliabeenee Road, Gingin WA 6503

Table of Contents

INTRODUCTION		1
Clause 1	Terms Used in this Agreement	1
Clause 2	Village Owner and Village Manager	6
Clause 3	Resident/s Details	6
Clause 4	Village and Residential Site Details	6
Clause 4A	Number of Residents Allowed	7
Clause 5	Fixed Term of Agreement	7
Clause 6	Rent	7
Clause 7	Rent Payment Day	8
Clause 8	Method of Rent Payment	8
Clause 9	Location of Rent Payment	8
Clause 10	Rent in Advance	8
Clause 11	Rent Variation	8
Clause 12	No Accelerated Rent and Liquidated Damages	9
Clause 13	Security Bonds	9
Clause 14	Charges for Additional Occupant	9
Clause 15	Fees and Charges for Services and Utilities	9
Clause 16	Rates, Taxes and Charges Payable by Village Owner	10
Clause 17	Children	10
Clause 18	Keeping of Pets	10
Clause 19	Village Facilities	10
Clause 20	Vacant Possession	11
Clause 21	No Legal Impediment to Occupation of Residential Premises	12
Clause 22	Responsibility for Cleanliness	12
Clause 23	Responsibility for Damage	12
Clause 24	Responsibility for Cleanliness and Repairs	12
Clause 25	Compensation Where Resident Sees to Repairs	13
Clause 26	Resident's Conduct on Premises	13
Clause 27	Quiet Enjoyment	13
Clause 28	Locks	14
Clause 29	Village Owner's Right of Entry	14
Clause 30	Resident's Right to Remove Fixtures or Alter Premises	14
Clause 31	Selling Relocatable Home	15
Clause 32	Provision for Assigning or Sub-letting the Premises	16
Clause 33	Resident's Vicarious Responsibility for Breach of Agreement	17
Clause 34	Repositioning of Relocatable Home	17
Clause 35	Notice of Termination	17
Clause 36	No Unilateral Variation of Agreement	18

Clause 37	Village Rules	. 18	
Clause 38	Vehicles	. 18	
Clause 39	Indemnity and Insurance	. 19	
Clause 40	Pests	. 20	
Clause 41	No Contamination	. 21	
Clause 42	Tenancy After the End of the Term	. 21	
Clause 43	Make Good Upon Termination	. 22	
Clause 44	Sale of Village	. 22	
Clause 45	No Security Interests	. 23	
Clause 46	Ownership of Relocatable Home	. 23	
Clause 47	Removal of the Relocatable Home	. 23	
Clause 48	Security Interest - PPSA	. 23	
Clause 49	Waiver	. 24	
Clause 50	Default by Resident	. 24	
Clause 51	Consents	. 25	
Clause 52	Health Information	. 26	
Clause 53	Termination Where Resident is Unable to Care for Self	. 26	
Clause 54	Consent of Mortgagee	. 26	
Clause 55	Fences	. 26	
Clause 56	Supply and Payment of Utility Services	. 27	
Clause 57	Entire Understanding	. 27	
Clause 58	Further Assurances	. 27	
Clause 59	Severance	. 27	
Clause 60	No Representation	. 27	
Clause 61	No Waiver	. 28	
Clause 62	Notices	. 28	
Clause 63	Governing Law	. 28	
Clause 64	GST	. 28	
Clause 65	WARNING	. 29	
Attachment 1 - Table	e of Fees and Charges for Services and Utilities	. 31	
Attachment 2 - Resi	dential Premises Condition Report	. 32	
Attachment 3 - Villag	ge Rules	. 34	
Attachment 4 - Code	e of Conduct Policy	. 45	
Attachment 5 - Villag	ge Grievance and Breach Policy	. 46	
Attachment 6 - Villag	Attachment 6 - Village Relocatable Home Sale Contract48		
Attachment 7 - Villa	ge Site Plan	. 55	
Information Sheet	Information Sheet56		
Resident's Check Li	st	. 61	

Residential Site Agreement



INTRODUCTION

- (1) This Agreement is for the rental of the Residential Site stated in clause 4 and permits the Resident to position a Relocatable Home on the Residential Site.
- (2) This Agreement is for a fixed term tenancy commencing on the Commencement Date and ending on the Termination Date specified in clause 5.

Clause 1 Terms Used in this Agreement

Definitions and Interpretation

(1) Definitions

In this Agreement unless the context otherwise requires:

- "Act" means the Residential Parks (Long Stay Tenants) Act 2006 (WA) (including, where applicable, the Regulations and any other relevant subsidiary legislation).
- "Agreement" means this agreement, which is a site-only agreement for the purposes of the Act.
- "Annual percentage change in CPI" means the percentage change in the Current CPI as compared to the Previous CPI.
- "Business Day" means a day which is not a Saturday, Sunday or Public Holiday in Perth, Western Australia.
- "Code of Conduct" means the Code of Conduct promulgated by the Village Owner from time to time, which as at the date of this Agreement is as per Attachment 4 to this Agreement.

"Collateral" means:

- (a) all the present and after-acquired property of the Resident in the Relocatable Home;
- (b) all replacement parts, components, accessions and additions to the Relocatable Home;
- (c) all manufacturer's warranties in relation to the Relocatable Home;
- (d) all contracts in relation to the manufacture, sale, supply or maintenance of the Relocatable Home;
- (e) all obligations owed to the Resident under or in respect of any of those warranties or contracts described in subparagraphs (c) and (d);
- (f) any Guarantee or Security Interest that assures or secures payment or performance of any of those warranties, contracts or obligations described in subparagraphs (c) and (d);
- (g) any document, agreement or writing that creates or evidences any of those warranties, contracts, obligations described in subparagraphs (c) and (d) or Guarantees or Security Interests;
- (h) all rights and remedies arising under or in connection with any of those warranties, contracts, obligations described in subparagraphs (c) and (d) or Guarantees or Security Interests.

Residential Site Agreement



- to the extent permitted by law, all Authorisations and records related to the Relocatable Home or its use or operation;
- (j) the Insurance and any other insurance policies in relation to the Relocatable Home;
- (k) all rights and remedies arising under or in connection with any the Insurance or any of those other insurance policies described in subparagraph (j);
- (I) each Deposit Account and each amount required to be paid into it;
- (m) all proceeds in respect of any of the above; and
- all right, interest or power to grant a Security Interest of the Resident in respect of any of the above.

"CPI" means:

- (a) the Consumer Price Index All Groups (Perth) published from time to time by the Australian Bureau of Statistics; and
- (b) if the Consumer Price Index All Groups (Perth) is suspended or discontinued, an index which in the opinion of the Dean of the Faculty of Economics at the University of WA is most similar to the Consumer Price Index All Groups (Perth).
- "Current CPI" means the last CPI published prior to the relevant Rent Review Date.
- "Commencement Date" means the date described as such in clause 5 and being the date on which the Term starts.
- "Land" has the meaning given in clause 4.
- "Occupancy Fee" means the fee specified as such in Clause 14 in respect of an Occupant as increased from time to time in accordance with this Agreement.
- "Occupant" means a person over the age of 45, who agrees to be bound by the terms of the Residential Site Agreement, Village Rules, Code of Conduct, Village Grievance and Breach Policy. The Occupant is not a Resident and in respect of whom the Village Owner has granted its prior written consent to that person occupying the Residential Site with the Resident. The Resident pays an Occupancy Fee for the Occupant.
- "PPSA Security Interest" has the meaning given to the term 'security interest' in the PPSA.
- "PPS Register" means the register established under section 147 of the PPSA.
- "PPSA" means the Personal Property Securities Act 2009 (Cth).
- "Previous CPI" means the CPI last published before the date which is 12 months before the relevant Rent Review Date.
- "Public Holiday" means a day that is a bank or public holiday under the *Public and Bank Holidays Act 1972*.
- "Regulations" means the Residential Parks (Long Stay Tenants) Regulations 2007 (WA) as amended.
- "Rent" means the Rent as stated the clause 6 and as increased from time to time in accordance with this Agreement.

Residential Site Agreement



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

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

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

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

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

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

"Security Interest" means:

- (a) a PPSA Security Interest;
- (b) any interest held as security for the payment of a monetary obligation or the performance of any other obligation, including:
 - (i) a mortgage, charge, encumbrance, lien, pledge or hypothecation; and
 - (ii) a bill of sale, assignment, title retention arrangement, trust or power held as security; and
 - (iii) any right, interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or gives a person priority over creditors in relation to any property.

"Statutory Charges" means all:

- (a) local government rates and charges with respect to the Village;
- (b) power, water and sewerage rates and charges with respect to the Village, excluding consumption charges for each Resident at the Village for which the respective Resident will be liable;
- (c) land tax with respect to the Land; and
- (d) other rates, taxes, charges, duties, burdens, levies, assessments, impositions which are charged, rated, levied, taxed, assessed or otherwise payable and of whatsoever nature or kind and whether on a capital or revenue value or any other basis (whether parliamentary Federal or State municipal or otherwise) which may at any time after the Commencement Date be payable in respect of the Village or any part of it, excluding income tax payable by the Village Owner upon its income and any tax imposed upon the Village Owner by reason of a capital gain.

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

Residential Site Agreement



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

- the death of the last surviving person named in this Agreement as the Resident (and for clarity, this does not include the Resident's heirs, executors and administrators);
- (ii) the expiry of 60 days after receipt by the Village Owner of notice in writing of the Resident's intention to terminate this Agreement;
- (iii) the expiry of 4 weeks, or any longer period required pursuant to the Act, after the receipt by the Resident of the Village Owner's intention to terminate this Agreement;
- (iv) the expiry of 60 days after the date on which the Resident removes the Relocatable Home from the Residential Site; and
- (v) where the Resident sells or transfers the Relocatable Home to another person and the Village Owner grants a lease of the Residential Site to that new person, the commencement date of that lease (Residential Site Agreement).

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

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

"Village Facilities" means

- the common areas, structures and amenities in the Village that the Village Owner provides for the use of all Residents or makes accessible to all Residents; and
- (b) any fixtures, fittings or chattels in or on the common areas or structures; and
- (c) for the purposes of the Act, in this Agreement "Village Facilities" also means the "Shared Premises".

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

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

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

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

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

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

Residential Site Agreement



(2) Interpretation

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

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;
- reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;
- (e) references to clauses, paragraphs, subparagraphs and schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement;
- (f) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement;
- (g) references to any agreement or instrument are to that agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (h) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- use of the words "includes" or "including" means includes or including without limitation, unless the contrary intention appears;
- (j) a reference to any body is:
 - if that body is replaced by another organisation, deemed to refer to that organisation; and
 - (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body;
- (k) all dollar amounts specified in this Agreement are in Australian dollars; and
- (I) the words "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

(3) Application of the Act

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

- (a) To the extent that there is any inconsistency between the Act and this Agreement, then this Agreement prevails to the extent of any such inconsistency, and section 9 of the Act does not apply. Without limitation, the parties agree that paragraph 33(3)(c) of the Act will not apply to this Agreement. Accordingly, to the fullest extent permitted by law:
 - (i) if a mortgagee of the Residential Site takes possession of the Residential Site under the mortgage, and the mortgagee has previously consented to this Agreement, then the mortgagee must take possession subject to this Agreement.
 - (ii) If such mortgagee wishes to terminate the Agreement, then the mortgagee's rights to terminate the Agreement are the same as the rights which the Village Owner had to terminate the Agreement.

Residential Site Agreement



- (iii) So, for example, if the mortgagee terminates this Agreement under sections 41, 42, 45 or 73 of the Act, then the mortgagee will have the same obligation to pay compensation to the Resident as if the Village Owner had terminated the Agreement.
- (b) The relevant government departments and/or the State Administrative Tribunal may however not accept jurisdiction, given that the Village is not technically subject to the Act, and so they may consider that they do not have the authority to exercise powers conferred on them under the Act with respect to this Agreement and the Village. If the State Administrative Tribunal does not accept jurisdiction, then the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Commonwealth of Australia and agree that such Courts will, to the extent possible, enforce the provisions of the Act (subject to paragraph (d) above) as a matter of contractual agreement between the parties. In that case, the parties agree that, to the extent possible, references to the State Administrative Tribunal in the Act will be taken to refer to the relevant Court hearing the matter, and that the relevant Court will

Clause 2 Village Owner and Village Manager

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

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

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

Clause 3 Resident/s Details

Resident/s name/s	&	
Current address		
Phone	Email	

Clause 4 Village and Residential Site Details

•	tyle Village located at Lot 11, 25 Old Mooliabeenee Road, Gingin WA 6503 11 on diagram 49921 volume 1445 folio 330 ("Land")
Site No.	(as per Attachment 7 Village Site Plan)
Site Area	approximate.

Residential Site Agreement



Clause 4A Number of Residents Allowed

- (1) The maximum number of persons who may permanently reside on the Residential Site is two.
- (2) If there is only one Resident, the only other person who may permanently reside on the Residential Site with the Resident is an Occupant.
- (3) The Resident and Occupant may have people reside with them temporarily. They are classed as Visitors.
- (4) Visitors cannot stay in the Relocatable Home for longer than 2 consecutive weeks, or for a total of more than 6 weeks in any 12 month period, without the prior written approval of the Village Owner. For example, if during a 12 month period a Resident has 6 different people to stay who each stay one week at different times, then that will comprise 6 weeks during which Visitors have stayed with the Resident, and so the Resident must obtain the prior written approval of the Village Owner before having any additional Visitors stay in the Relocatable Home during the remainder of that 12 month period.
- (5) At least two weeks prior to having any Visitor to stay in the Relocatable Home for more than 7 days, the Resident must give to the Village Owner notice in writing of the Visitor's name and the period of their intended stay.
- (6) Promptly following the completion of a Visitor's stay with the Resident, the Resident must give to the Village Owner notice in writing of that fact.
- (7) In order to comply with safety and evacuation procedures, where the Resident has any Visitor stay in the Relocatable Home, the Resident must complete the relevant details in the Visitor book kept at the office of the Village Owner.

Clause 5 Fixed Term of Agreem	ent
-------------------------------	-----

Commencement Date:	·
Termination Date:	31 December 2082 (60 years)

Clause 6 Rent

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

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

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

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

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

Residential Site Agreement



Clause 7 Rent Payment Day

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

Clause 8 Method of Rent Payment

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

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

- (a) complete, sign and return to the Village Owner all direct debit applications and forms provided by the Village Owner;
- (b) do all other things required by the Village Owner to ensure that the Rent is paid by direct debit as required; and
- (c) not take any action to prevent any payment of Rent or any applicable Fees being made to the Village Owner by direct debit.

Clause 9 Location of Rent Payment

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

Clause 10 Rent in Advance

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

Clause 11 Rent Variation

- (1) Rent increases allowed: Yes
- (2) How the Rent may be varied:

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

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

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

Residential Site Agreement



(3) When the rent may be varied:

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

Clause 12 No Accelerated Rent and Liquidated Damages

- (1) The Resident is not required to pay
 - (a) any Rent remaining payable under this Agreement; or
 - (b) Rent of an increased amount; or
 - (c) an amount by way of penalty; or
 - (d) an amount by way of liquidated damages,

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

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

Clause 13 Security Bonds

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

Clause 14 Charges for Additional Occupant

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

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

The current weekly Occupancy Fee is \$35.00.

Clause 15 Fees and Charges for Services and Utilities

- (1) The fees and charges set out in Attachment 1 are payable by the Resident during the term of this Agreement for services and utilities provided in relation to the Residential Premises.
- (2) If a fee or charge under subclause (1)
 - (a) is not included in the Rent; and
 - (b) is imposed by a State agency or instrumentality for services or utilities provided by it;
 - (c) is varied by that State agency or instrumentality,

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

Residential Site Agreement



Clause 16 Rates, Taxes and Charges Payable by Village Owner

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

- (a) the Land Tax Act 2002;
- (b) the Local Government Act 1995;
- (c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the *Water Services Act 2012*, except a charge for water consumed.

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

Clause 17 Children

Children are only allowed as Visitors on the Residential Premises.

Clause 18 Keeping of Pets

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

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

Clause 19 Village Facilities

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

Some of the proposed Village Facilities are:-

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

Residential Site Agreement



(2) Use of Village Facilities

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

(3) Alter, Change or Remove Village Facilities

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

- (a) required to do so by law;
- (b) the change has been put to Residents and at least 75% of the Residents support the change, and the Village Owner give notice of its intention to proceed with the proposal; or
- (c) the Village Owner otherwise believes that converting, modifying or changing any existing facility will be in the best interests of the Village.
- (4) Payment of Additional Village Facilities

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

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

lf:

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

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

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

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

Clause 20 Vacant Possession

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

Residential Site Agreement



Clause 21 No Legal Impediment to Occupation of Residential Premises

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

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

Clause 22 Responsibility for Cleanliness

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

Clause 23 Responsibility for Damage

- (1) The Resident must not intentionally or negligently cause or permit damage to the Residential Site or the Village Facilities.
- (2) The Resident must notify the Village Owner, as soon as practicable, but in any case within 3 days, of any damage -
 - (a) to the Residential Site or to any fittings, fixtures or services on the Residential Site; or
 - (b) to the exterior of the Relocatable Home on the Residential Site.

Clause 24 Responsibility for Cleanliness and Repairs

- (1) The Village Owner must
 - (a) provide and maintain the Village Facilities in a reasonable state of cleanliness;
 - provide and maintain the Village Facilities in a reasonable state of repair having regard to their age, character and prospective life; and
 - (c) comply with any other laws that apply in relation to the
 - (i) Village Facilities,
 - (ii) health and safety of Residents, and
 - (iii) living in a bush fire prone area.
- (2) The Resident is:
 - the owner of the Relocatable Home and as such is responsible for any repairs and maintenance to the Relocatable Home;
 - (b) leasing the Residential Site and is required to keep the Residential Site in a reasonable state of cleanliness and repair having regard to the age, character and in keeping with the general aesthetics of the Village as determined by the Village Owner;
 - required to maintain all areas of the Residential Site in a neat and tidy state, regularly and adequately watered, and free from rubbish and weeds;
 - (d) not to install a garden unless and in accordance with the Village Owner's prior written approval;

Residential Site Agreement



- (e) not to store on the Residential Site any materials not used by the Resident for domestic purposes, and must store any tools of trade or domestic goods without being visible from any part of the Village other than the Residential Site, including from any other Residential Site;
- required to ensure all domestic goods stored on the Residential Site or in the Relocatable Home do not constitute a health or fire risk;
- (g) not to remove or cause to be removed any tree in the village without the Village Owner's prior written approval; and
- (h) required to comply with any other laws that apply in relation to the
 - (i) Village Facilities,
 - (ii) health and safety of Residents, and
 - (iii) living in a bush fire prone area.
- (i) not to install lawn or grass on any portion of the residential site.
- (3) If the Resident fails to maintain any areas as stated in clause 2(c) above, then the Village Owner may take such action as the Village Owner considers necessary to remedy the failure, and the Resident must pay to the Village Owner the Village Owner's reasonable costs of taking that action.

Clause 25 Compensation Where Resident Sees to Repairs

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

Clause 26 Resident's Conduct on Premises

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

- (1) not cause or permit a nuisance anywhere in the Village;
- (2) not use the Residential Premises or the Village Facilities, or cause or permit them to be used, for an illegal purpose;
- (3) not carry on any business from the Residential Site without the prior written approval of the Village Owner;
- (4) use the Residential Site for the purpose of occupying the Relocatable Home as a private dwelling; and
- (5) abide by the Village Rules, Code of Conduct, Village Grievance and Breach Policy.

Clause 27 Quiet Enjoyment

- (1) The Resident has a right to quiet enjoyment of the Residential Premises without interruption by the Village Owner or any person.
- (2) The Village Owner must not cause or permit any interference with the reasonable peace, comfort or privacy of the Resident in the use by the Resident of the Residential Premises or the reasonable use by the Resident of the Village Facilities.
- (3) The Village Owner must take all reasonable steps to enforce the obligation of any other Resident of the Village not to cause or permit any interference with the reasonable peace, comfort or privacy of the Resident in the use by the Resident of the Residential Premises or the Village Facilities.

Residential Site Agreement



Clause 28 Locks

- (1) The Resident as the home owner is responsible for the locks of their Relocatable Home.
- (2) The Village Owner will not alter, remove or add any lock or similar device to the Village Facilities without first notifying the Resident and providing the Resident with a means of access to the Village Facilities.

Clause 29 Village Owner's Right of Entry

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

- (a) with the consent of the Resident given at, or immediately before, the time of entry; or
- (b) at any time in an emergency.

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

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

- (1) The Resident may affix a fixture or make a renovation or alteration or addition to the exterior of the Relocatable Home or Residential Site or to the exterior of any other structure provided by the Resident on the Residential Site, but only with the Village Owner's prior written consent. Without limitation, the Resident must obtain the Village Owner's prior written consent before:
 - (a) erecting, altering, painting, extending, attaching, or adding any carport, deck, verandah, screen, balustrade, handrail, outdoor blinds or screens, pergola, clothes line, shed, ramp, steps, lattice, driveway, fence or paving;
 - (b) bringing or building any structure or shed onto the Residential Site;
 - (c) altering or adding to any gas, water or electricity installations or any service connections to the Residential Site or to the Relocatable Home of the Residential Site;
 - (d) planting new plants, shrubs or trees, removing or pruning any existing plants, shrubs or trees

The Village Owner must not withhold consent unreasonably.

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



Clause 31 Selling Relocatable Home

(1) Sales / Selling Agent

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

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

(2) Sale of Relocatable Home

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

- (a) promptly notify the Village Owner;
- (b) notify the Village Owner in writing of any interest that any person has in, over or in respect of the Relocatable Home, and the nature and extent of any such interest;
- (c) not display "For Sale" signs within the Village or the Residential Site including on the Relocatable Home, other than one sign in a form and of a size reasonably acceptable to the Village Owner in the window of the Relocatable Home or such other area of the Village as the Village Owner designates from time to time as the place in the Village where "For Sale" signs may be located;
- (d) ensure that:
 - the prospective purchaser is made aware that the Resident cannot assign the current Residential Site Agreement to the prospective purchaser, or grant a lease or licence of the Residential Site to the prospective purchaser;
 - (ii) any contract of sale of the Relocatable Home is in the form of the Village Relocatable Home Sale Contract; and
 - (iii) the prospective purchaser is made aware that the Village Owner has the Right of First Refusal to purchase the Relocatable Home.

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

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

- (a) for the balance of the period until the Termination Date or for a new tenancy period of up to 60 years to the prospective purchaser; and
- (b) on the then current standard terms and conditions, consistent with the context of operating the Village as a going concern under the then current market conditions; and government regulatory conditions and any applicable law

(4) Prospective Residents Suitability to Reside in the Village

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

- (a) may include an independent assessment of their health and wellbeing;
- (b) will include that they are aware of and capable of meeting those terms and conditions
 of the Agreement and the provisions of the Village Rules, Code of Conduct and Village
 Grievance and Breach Policy;

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

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

Residential Site Agreement



- (a) the Resident provides a copy of the proposed contract to the Village Owner and offers to sell the Relocatable Home to the Village Owner for the amount set out in the proposed contract, and on the terms of the Village Relocatable Home Sale Contract ("Right of First Refusal"); and
- (b) the Village Owner does not, within 5 Business Days from the date of delivery of the proposed contract from the Resident, provide written notice to the Resident that it is exercising the Right of First Refusal.

(6) Village Owner Exercises Right of First Refusal

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

- there will be a legally binding agreement between the Resident and the Village Owner for the Resident to sell the Relocatable Home to the Village Owner on the terms of the Right of First Refusal; and
- (b) the sale will be a Sale for the purposes of this Agreement;

(7) Removal of Relocatable Home

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

- (a) seek the Village Owner's approval at least 30 days prior to remove the Relocatable Home;
- (b) restore the Residential Site to its original vacant condition;
- not cause any damage to any other part of the Village including Residential Sites and Village Facilities; and
- (d) pay a bond to the Village Owner 10 working days before the intended removal date for the purposes of ensuring points (b) and (c) above as follows.
 - the bond amount will be determined by Village Owner based on Residential Site assessment;
 - (ii) the Village Owner will refund any unused bond monies within 30 days of the home being removed.

Clause 32 Provision for Assigning or Sub-letting the Premises

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

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



Clause 33 Resident's Vicarious Responsibility for Breach of Agreement

- (1) The Resident is vicariously responsible for any act or omission of another person who is lawfully on the Residential Premises or the Village Facilities, if the act or omission would have constituted a breach of this Agreement if done or omitted to be done by the Resident.
- (2) Subclause (1) does not extend to a person who is unlawfully on the Residential Premises or the Village Facilities without the Resident's consent.

Clause 34 Repositioning of Relocatable Home

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

Clause 35 Notice of Termination

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

Note 1: If notice of termination is given —

- (a) by the Village Owner under Part 3 Division 2 of the Act (s39 non-payment of rent; s40 breaches of this Agreement; s41 vacant possession required on sale of Village; s42 termination by Village Owner without grounds) under s41 and s42 the Resident is entitled to compensation under s46; or
- (b) by the Resident under Part 3 Division 3 of the Act (s44 the Resident can terminate without grounds, but not before the end of the fixed term),

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

- Note 2: Under section 33(2) of the Act, this Agreement is terminated when both of the following events have occurred
 - (a) the fixed term has ended;
 - (b) the Resident has given vacant possession of the Residential Site to the Village Owner.

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

- (a) the State Administrative Tribunal terminates this Agreement under Part 5; or
- (b) a person whose title is superior to the title of the Village Owner becomes entitled to possession of the Residential Site; or
- a mortgagee of the Residential Site takes possession of the premises under the mortgage; or
- (d) the Resident abandons the Residential Site; or
- (e) the Resident gives vacant possession of the premises under a written agreement with the Village Owner to end this Agreement; or
- (f) the rights under this Agreement of the Village Owner or the Resident are ended by merger.

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

Accordingly, to the fullest extent permitted by law:

Residential Site Agreement



- (i) if a mortgagee of the Residential Site takes possession of the Residential Site under the mortgage, and the mortgagee has previously consented to this Agreement, then the mortgagee must take possession subject to this Agreement.
- (ii) If such mortgagee wishes to terminate the Agreement, then the mortgagee's rights to terminate the Agreement are the same as the rights which the Village Owner had to terminate the Agreement.
- (iii) So, for example, if the mortgagee terminates this Agreement under sections 41, 42, 45 or 73 of the Act, then the mortgagee will have the same obligation to pay compensation to the Resident as if the Village Owner had terminated the Agreement.

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

- Note 4: Sections 41 and 42 state that, if the Village Owner gives notice of termination, the notice must specify that the Resident is to give vacant possession of the Residential Site to the Village Owner at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed Term.
- Note 5: Section 44 states that, if the Resident gives notice of termination, the notice must specify that the Resident intends to give vacant possession of the Residential Site to the Village Owner at least 21 days after the day on which the notice is given and not before the end of the fixed Term.

Clause 36 No Unilateral Variation of Agreement

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

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

Clause 37 Village Rules

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

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

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

Clause 38 Vehicles

The Resident must:

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

Residential Site Agreement



- (2) not allow any vehicle owned by or in the custody or control of the Resident or visitors of the Resident to be:
 - (a) driven at a speed in excess of 10 kph on the Village;
 - (b) used by an unlicensed driver on the Village;
 - (c) used to give driving lessons on the Village;
 - (d) used for joy riding on the Village; or
 - (e) repaired or maintained on the Village except in an area specified by the Village Owner;
- (3) keep or use only registered and roadworthy vehicles on the Residential Site and the Village, unless the Village Owner agrees otherwise in writing;
- (4) remove any vehicle or motorcycle which makes excessive noise from the Village, or modify it so that it ceases to make excessive noise, within 7 days after receipt of a notice to do so from the Village Owner; and
- (5) remove from the Village any vehicle which is, in the opinion of the Village Owner, damaged or otherwise unsightly in appearance within 30 days after receipt of a notice to do so from the Village Owner.

Clause 39 Indemnity and Insurance

- (1) Indemnity
 - (a) The Resident indemnifies and keeps indemnified the Village Owner against each claim, demand, loss, damage or legal fees arising from or incurred in connection with any damage to the Residential Premises or the Village Facilities or any loss of or damage in it or near it, and any injury to any person in or near the Residential Premises or the Village Facilities, caused or contributed to by the act, negligence or default of the Resident, any Occupant, any Visitor and any invitee of the Resident, or any damage created by the Resident, any Occupant, any Visitor and any invitee of the Resident, whether or not the existence of that damage was or ought to have been known to the Resident.
 - (b) The Village Owner is not liable in respect of liability or loss resulting from:
 - any act or omission of any other person in the Residential Premises, the Village Facilities or the Village;
 - (ii) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Residential Premises, the Village Facilities or the Village;
 - (iii) any other accidence, damage or malfunction affecting the Residential Premises, the Village Facilities or the Village, including but not limited to, any blocked drains, pipes or conduits, any over flow of water or any breaking wires or cables except to the extent that the accident, damage or malfunction was caused by or contributed to by the negligence or wilful default of the Village Owner; and
 - (iv) damage to or loss of anything or injury to any person in or near the Residential Premises, the Village Facilities or the Village due to any cause other than the negligence or wilful default of the Village Owner.
 - (c) The Resident's obligation to indemnity the Village Owner under this Agreement or by law is unaffected by the obligation of the Resident to effect insurance save that the Resident's obligation to indemnify is relieved to the extent that payment of insurance money under the Resident's or the Village Owner's insurance policy in respect of that obligation is received by the Village Owner.

Residential Site Agreement



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

(2) Insurance

The Resident must:

- (a) maintain with a public insurance company carrying on business in Australia and authorised to operate as an insurance company in Australia and approved by the Village Owner:
 - (i) insurance against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, Act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions on a full replacement or reinstatement basis in respect of the Relocatable Home, its contents and all other fixtures and chattels located on the Residential Site; and
 - public risk insurance to a sum insured of at least \$20,000,000 in respect of any one claim or any higher amount as required by the Village Owner from time to time;
- in respect of the insurance referred to in paragraph (a) above, provide a policy or certificate of insurance to the Village Owner annually;
- (c) not do or omit to do any act which might render the insurance void or voidable, or which might cause the rate of the premium to be increased; and
- (d) immediately rectify anything which may prejudice any insurance and reinstate the insurance if it lapses.

Clause 40 Pests

- (1) The Resident is responsible for keeping the Relocatable Home and the Residential Site free of pests and vermin including mice, rats, ants, borers and white ants.
- (2) Whenever requested to do so by the Village Owner, but not more frequently than once each calendar year, the Resident must give to the Village Owner a current certificate from a reputable pest control company that the Relocatable Home and the Residential Site are free of white ants.



Clause 41 No Contamination

- (1) The Resident must not install in or bring on the Residential Premises or the Village any asbestos or other material having the potential to harm the health or safety of persons in the Village, and the Resident must at its cost remove from the Residential Premises or the Village and make good any damage caused by the removal of such asbestos or any other material having the potential to harm the health and safety of persons in the Village.
- (2) The Resident convents during the Term of this Agreement, the Resident will:
 - (a) Not use or permit to be used or stored at the Residential Premises any radioactive, toxic or hazardous chemicals, wastes or substances;
 - (b) Not permit any petroleum product, oil, grease or other noxious, dangerous or poisonous chemical or substance to be discharged through the pipes of the water or sewerage service at the Residential Premises, or into any nearby stream or river or into or under the soil;
 - (c) Control and restrict the emission of smoke or odours at and from the Residential Site in accordance with the application legislation, regulations and the requirements of statutory authorities;
 - (d) Not use the Residential Premises in an excessively noisy or noxious or offensive manner; and
 - (e) Notify the Village Owner within 14 days after receiving any demand or notice from a regulatory authority in respect of contamination of the Residential Premises.

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

Clause 42 Tenancy After the End of the Term

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

Residential Site Agreement



- (b) where the last-surviving Resident's executor or personal representative sells or transfers the Relocatable Home to another person and the Village Owner enters into a new Agreement with that person, then the date of commencement of that Agreement.
- (3) If:
 - (a) the last-surviving Resident dies; and
 - (b) the executor or personal representative of the last-surviving Resident's estate notifies the Village Owner they wish to sell the Relocatable Home,

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

- (c) while Rent will still be charged, payment of the Rent need not be made until the earlier of:
 - (i) settlement of the sale of the Relocatable Home;
 - the executor or personal representative of the Resident's estate ceasing to offer the Relocatable Home for sale; and
 - (iii) the executor or personal representative of the Resident's estate removing the Relocatable Home from the Residential Site,

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

- (d) payment of the whole of the Rent that has accumulated during the period set out in sub-clause (3)(c) must be made immediately on the sooner of (i), (ii) or (iii) as set out in that clause; and
- (e) the Village Owner is authorised and directed to deduct the Rent that has accumulated from the funds collected at settlement and paid to the Village Owner.
- (4) For clarity, sub-clause (3) does not apply unless and until the executor or personal representative of the Resident's estate notifies the Village Owner that they wish to sell the Relocatable Home.
- (5) Ten years prior to the Termination Date the Village Owner will formally advise the Resident of its likely intentions with respect to the Village and its operations.

Clause 43 Make Good Upon Termination

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

Clause 44 Sale of Village

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

Residential Site Agreement



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

Clause 45 No Security Interests

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

Clause 46 Ownership of Relocatable Home

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

Clause 47 Removal of the Relocatable Home

Unless:

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

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

Clause 48 Security Interest - PPSA

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

No dealings

- (2) The Resident must not do or agree to do any of the following in relation to the Collateral without the prior written consent of the Village Owner:
 - (a) create or attempt to create or agree or permit to exist any Security Interest over the Collateral;
 - (b) sell, assign, transfer or declare a trust over or otherwise dispose of the Collateral;

Residential Site Agreement



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

Undertakings

- (3) The Resident undertakes from the date of this deed, for so long as any amounts are outstanding under this Agreement, to:
 - (a) keep the Collateral in good repair and in good working order;
 - (b) protect the Collateral from theft, damage or loss;
 - (c) promptly notify the Village Owner if all or a substantial part of the Collateral is stolen, seriously damaged or lost;
 - (d) not do anything or permit anything to be done or omit to do anything that materially lowers the value or may lower the value of the Collateral: and
 - (e) promptly carry out any direction of the Village Owner to remedy any defect in the condition of the Collateral.

Registration

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

Clause 49 Waiver

- (1) No person is taken to waive any breach of this Agreement by any other person unless the waiver is in writing and signed by the person granting the waiver.
- (2) A waiver applies only to the breach specified in writing and does not constitute a general waiver unless expressed as a general waiver.
- (3) The single or partial exercise, failure to exercise or delay in exercising any right, power or privilege under this Agreement does not:
 - (a) operate as a waiver of that right, power or privilege; or
 - (b) preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Clause 50 Default by Resident

- (1) The Resident acknowledges that, if the Resident defaults in performance of its obligations under this Agreement, then the Village Owner may exercise the rights and remedies available to it under the Act, including but not limited to:
 - (a) giving the Resident a default notice under the Act;
 - (b) giving the Resident a notice of termination under the Act; and
 - (c) seeking an order for possession of the Residential Site.

Residential Site Agreement



- (2) If the Village Owner gives a default notice under the Act, the Village Owner agrees to give no less than 4 weeks' notice to enable the Resident to remedy the relevant default before issuing a notice of termination.
- (3) If the Village Owner gives the Resident a notice of termination under the Act, then the Village Owner will offer to purchase the Relocatable Home from the Resident on the terms of the Village Relocatable Home Sale Contract on the basis that:
 - (a) the offer price will be the market price of the Relocatable Home (as agreed between the Village Owner and the Resident and failing such agreement, as determined by an independent valuer appointed by the Village Owner in the Village Owner's discretion) less the sum of 12 month's interest cost on the market price, on the basis that the interest rate will be 5% per annum more than the target cash rate published by the Reserve Bank of Australia from time to time, and calculated by reference to the formula immediately below:

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

- (b) subject to subclause (3)(c), the Resident may accept the offer by giving written notice of acceptance to the Village Owner at any time prior to the day which is 14 days from the date the Resident receives the notice of termination;
- (c) the offer will expire immediately and cannot be accepted by the Resident if the Resident removes the Relocatable Home from the Residential Site;
- (d) settlement of the sale of the Relocatable Home will take place on the date which is the later of:
 - the Resident providing vacant possession (but for the Relocatable Home) of the Residential Site to the Village Owner; and
 - (ii) 14 days from the date the Village Owner receives written notice of acceptance from the Resident under subclause (3)(b);
- (e) if the Resident accepts the offer, the Resident may not remove the Relocatable Home from the Residential Site prior to settlement; and
- (f) on settlement of the sale of the Relocatable Home, the Resident must pay the Village Owner all Rent and Fees then due and owing.
- (4) For clarity, nothing in this clause limits or restricts the Resident's right to remove the Relocatable Home from the Residential Site where the Resident does not wish to accept the Village Owner's offer under subclause (3).

Clause 51 Consents

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



Clause 52 Health Information

- (1) The Resident consents to the Village Owner collecting and using Health Information (within the meaning of the Privacy Act 1988 (Cth)) concerning the Resident for the purpose of enabling the Village Owner to determine whether a Residential Site Agreement is suitable for the Resident and otherwise to perform the Village Owner's obligations under this Agreement.
- (2) The Village Owner agrees to only use or disclose the Resident's Health Information for the purposes for which it was collected or for secondary purposes which are directly related to the primary purposes of collection all in compliance with the National Privacy Principles under the Privacy Act 1988 (Commonwealth) as amended.
- (3) The Resident consents to the Village Owner disclosing any Health information concerning the Resident where it is necessary:
 - a) To be given to the Resident's doctor or other health professional;
 - b) To lessen or prevent:
 - A serious and imminent threat to the Resident's life, health and safety, or
 - A serious threat to public health or public safety;
 - c) To provide that information to a person responsible for the Resident such as a spouse or de facto spouse, a child or relative who is at least 18 years old, a guardian or a person exercising an enduring power of attorney granted by the Resident, or a person whom the Resident has nominated to be contacted in an emergency; or
 - d) To disclose that information to the Tribunal in any proceedings before it where the Resident's state of health is an issue relevant to those proceedings.
- (4) The Resident must notify the Village Owner of any notifiable disease contracted by the Resident or by any occupier of the Residential Site during the Term.

Clause 53 Termination Where Resident is Unable to Care for Self

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

Clause 54 Consent of Mortgagee

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

Clause 55 Fences

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



Clause 56 Supply and Payment of Utility Services

(1) Power and water

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

(2) Telecommunications

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

(3) Interruption of services

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

Clause 57 Entire Understanding

- (1) Notwithstanding anything said or written prior to this Agreement being signed the, provisions of this Agreement constitute the entire understanding of the Village Owner and the Resident and constitute the entire terms agreed upon between them and this Agreement supersedes and replaces entirely any prior written or verbal agreement between them.
- (2) The Village Owner and the Resident agree that no other covenant, warranty, representation or agreement applies to the transaction or transactions included in this Agreement by reason of any promise or oral statement, representation, warranty, covenant or undertaking made or given by any person at or prior to the execution of this Agreement.

Clause 58 Further Assurances

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

Clause 59 Severance

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

Clause 60 No Representation

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



Clause 61 No Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Agreement by a party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

Clause 62 Notices

- (1) A notice, demand or consent given or made to any person under this Agreement:
 - (a) must be in writing;
 - (b) may be served by delivering it to that person personally; or by positing it to that person's last known address.
- (2) A notice is considered to have been served:
 - (a) at the time of delivery; and
 - (b) on the fourth Business day after the day on which it is posted, the first Business day being the day of posting;

Clause 63 Governing Law

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

Clause 64 GST

- (1) In this Agreement "GST" refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.
- (2) It is agreed that Rent and all other amounts agreed to be paid by the Resident to the Village Owner, being the consideration for the supply expressed in this Agreement are inclusive of GST
- (3) In respect of any liability of the Village Owner for GST under this Agreement, and any renewal or extension of this Agreement including for Rent, rates, outgoings or any consideration for any other taxable supply the Resident covenants to pay to the Village Owner, at the same time as any payment is made involving the Village Owner in GST liability, the additional amount of GST, together with the payment to which it relates.
- (4) The Resident's liability under paragraph (3) is to reimburse the full amount of GST disregarding and excluding the Village Owner's entitlement to input tax credits or other credits or reimbursements for GST.
- (5) Notwithstanding paragraph (4) if the Village Owner is entitled to an input tax credit in relation to any amount recoverable from the Resident under paragraph (3), the amount payable by the

Residential Site Agreement



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

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

Clause 65 WARNING

This is a long stay agreement for a fixed term.

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

Residential Site Agreement



Executed as an Agreement

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

Village Owne	er signature:	,		
EXECUTED B Sanvidel Pty I by being sign	Ltd (ACN 620 544 685)		Director / Secretary Chris Harrison Date	-
Resident /s \$	Signatures			
Name:	Name (please print)		ame (please print)	
Signature				
In the presence Witness:				
Signature	Name (please print)		ame (please print)	
Address:				
Occupation:				
Date:				
Please note the	witness cannot be the Village	Owner or Resident.		
Cooling off per	iod			
	18(1) of the Act states that the Re			
(a) (b)	subsection but does provide the	omply with section 11(1) on the documents required un	nent Date; or of the Act within the time specified in that nder that section — at any time within 10 w der that section are given to the Resident.	working
	section 18(2) of the Act, the R Residential Site.	esident cannot rescind	d this Agreement after taking up occu	upation
Gingin Eco Lifes	style Village	Current as at May 202	921 Page 3	30 of 61



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

Included in Rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Yes – special offer & Conditions	2 monthly	Metered
Not Applicable		
No	2 monthly	Metered
No		
No		
Yes		
	Rent (mark "yes" or "no") Yes – special offer & Conditions Not Applicable No No No Yes	Rent (mark "yes" or "no") Yes – special offer & Conditions Not Applicable No No No Yes



Attachment 2 - Residential Premises Condition Report

						General	ı			
	(Condition	at comm	encemen	t			С	ondition	at termination
	Clean / tidy	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Landscaping/ garden			N/A					N/A		
Driveway			N/A					N/A		
Storeroom/ shed			N/A					N/A		
Site slab/ (concrete)			N/A					N/A		
General			N/A					N/A		

					Exc	lusive fac	ilities				
	(Condition	at comm	nencemen	t		Condition at termination				
(Specify facilities)	Clean	${ m Undamaged}$	Working	Tenant agrees	Comments	Clean	${ m Undamaged}$	Working	Tenant agrees	Comments	

Residential Site Agreement



					Exc	usive fac	ilities			
	(Condition	at comm	encemen	t			C	ondition	at termination
(Specify facilities)	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
3. Sp	ecific v	work t	o be ur	idertal	ken by	_		ner	eded)	

: :										
3. Spec	cific work to	be un	dertal	ken by	Villag	ge Owr	ner			
					(C	ross out	if not nee	eded)		
(1) Th	ne Village Owner	agrees to	undertak	e the foll	lowing cle	eaning, re	pairs, add	ditions or	other	work during the tenancy:
	Ü	Ü			Ü	<i>U</i> ,	. ,			,
••••										••••
••••										
(2) Th	ne Village Owner	agrees to	complete	e the wor	k by:					
4. Sign	natures									
At commencement				At	terminati	on				
Village Owner / mar	naging real estate	agent:	•	Vi	llage Owr	ner / mana	aging rea	l estate a	gent:	_
-	-				-		-			
Resident 1:				Re	esident 1:					
resident 1.				I K	oluciii 1.					
Resident 2:				Re	esident 2:					

Note for this clause:

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

Residential Site Agreement



Attachment 3 - Village Rules

Gingin Eco Lifestyle Village

Introduction

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

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

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

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

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

Yours faithfully

Chris Harrison

The Village Manager on behalf of the Village Owner

May 2021

Residential Site Agreement



Table of Contents

- 1 Clubhouse and Village Facilities
- 2 Use of Clubhouse & Village Facilities
- 3 Recycling Centre and Men's Shed
- 4 Waste Water Treatment
- 5 Productive Landscape
- 6 General Landscape
- 7 Mail
- 8 Absence from the Village
- 9 Residents Committee
- 10 Home Maintenance
- 11 Home Alterations
- 12 Contractors
- Home Business 13
- 14 Street Verge and Front Garden Areas
- 15 Home Gardens
- **Rubbish Bins and Collections** 16
- 17 Village Access cards and Keys
- Pets 18
- 19 Visitors
- Parking 20
- 20 Village Mini Bus
- 22 Vehicle Washing
- 23 Health and Safety in the case of an Emergencies
- 24 Village Faults and Outages
- Contacts Directory 25
- Walking Trails and Common Areas Adjoining Property 26
- 27
- Security and Gates 28
- 29 Insurance
- 30 Moving in and Village Induction

Residential Site Agreement



1. Clubhouse and Village Facilities

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

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

2. Use of Clubhouse & Village Facilities

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

(a) Unreasonable Disturbance to Others

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

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

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

(b) Club Audio Visual Equipment

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

(c) Private Function

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

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

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

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

(e) Smoking

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

(f) Clubhouse Under Croft Area

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

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

Residential Site Agreement



(g) Pool and Spa

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

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

(h) Gym and Wellbeing Area

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

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

(i) Non Compliance with Rules

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

3. Recycling Centre and Activities Shed

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

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

4. Waste Water Treatment

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

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

5. Productive Landscape

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

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

Residential Site Agreement



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

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

6. General Landscape

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

7. Mail

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

8. Absence from the Village

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

9. Residents Committee

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

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

The Residents' Committee will:

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

The Village Manager will:

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

Residential Site Agreement



10. Home Maintenance

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

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

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

11. Home Alterations

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

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

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

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

12. Contractors

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

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

13. Home Business

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

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

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

Residential Site Agreement



14. Street Verge and Front Garden Areas

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

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

15. Home Gardens

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

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

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

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

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

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

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

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

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

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

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

16. Rubbish Bins and Collection

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

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

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

The Village Manager will organise the collection of these bins.

Residential Site Agreement



17. Village Access Cards and Keys

The Village Manager will provide the Resident with

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

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

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

18. Pets

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

Approved Pets include:

(a) Dogs

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

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

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

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

(b) Cats

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

(c) Birds

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

19. Visitors

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

20. Parking

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

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

Residential Site Agreement



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

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

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

The Resident must:

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

21. Village Mini Bus

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

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

22. Vehicle Washing

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

23. Health and Safety in the case of an Emergencies

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

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

Residential Site Agreement



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

24. Village Faults and Outages

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

25. Contacts Directory

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

26. Walking Trails and Common Areas

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

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

The Village Manager will have first aid equipment on hand for minor injuries.

In some cases natural fauna, including snakes, may present a hazard and extra care needs to be taken particularly during the warmer months.

27. Adjoining Property

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

This area of adjoining property may be developed in the future and this will alter the amenity of the adjoining area on the Eco Lifestyle Village and its Residents.

28. Security and Gates

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

Residential Site Agreement



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

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

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

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

29. Insurance

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

30. Moving In and Village Induction

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

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

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

Residential Site Agreement Village Code Of Conduct



Attachment 4 - Code of Conduct Policy

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

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

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

Key Principles

- 1. All Residents, staff and contractors are to be treated fairly with honesty, integrity and respect.
- 2. All actions by staff and Residents as well as any contractors are to act in a safe manner in accordance with applicable Occupational Safety and Health legislation.
- 3. The consequences of any breach of the Code of Conduct or Grievance and Breach Policy will follow the process for resolution in an equitable manner with respect for both parties. However failure to adhere to the Code may ultimately result in the termination of a Residents' Agreement, a staff member's employment or a contractor's contract.

The Code of Conduct

Our mutual expectations are to:

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

Additional areas of mutual responsibility are to:

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

Residential Site Agreement Village Code Of Conduct



Attachment 5 - Village Grievance and Breach Policy

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

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

Breaches of the Code of Conduct

Breaches of the Code of Conduct may include:

- inappropriate behaviour including swearing and loud, aggressive or offensive behaviour;
- inappropriate communication either on social media, written or other;
- making racial, gender based or sexually inappropriate remarks;
- all forms of harassment with actions that intimidate, offend, humiliate or embarrass a person or persons;
- promoting, publishing or displaying inappropriate or offensive material;
- any unlawful actions or misconduct.

Classification of Breaches of the Code of Conduct

Minor Breaches

• these generally include, but are not limited to, inappropriate behaviour and communication.

Major Breaches

 these generally include serious or unlawful misconduct, bullying, violence, harassment, discrimination and victimisation, and will include repeated inappropriate behaviour and communication and threats of violence.

Classification of Breaches of the Village Rules and Residential Site Agreement

Minor Breaches

 these generally include exceeding speed limits, poor house and garden presentation, visitor, pet, noise and facility policy breaches.

Major Breaches

 these generally include non-payment of rent, wilful damage to property, bringing the Village into disrepute, serious safety incident, conviction of an unlawful act within the Village and repeated minor breaches.

Process for making and investigating Complaints and Alleged Breaches

The process which will be implemented to resolve a complaint or alleged breach of the Code of Conduct, Residential Site Agreement, Village Rules or Village Grievance and Breach Policy will depend on how the allegation or complaint arises.

Dependent upon the nature of the complaint or circumstances, GELV management has the ultimate discretion as to how a complaint may be processed.

Complaints / Breach Investigation Process

Kev Processes

1. All complaints must be submitted to the Village Manager ("Manager") in writing.

Residential Site Agreement Village Code Of Conduct



- 2. The Manager will treat all complaints in confidence as far as possible.
- The Manager will acknowledge the complaint within 2 working days and will arrange a meeting with the complainant.
- 4. At a meeting with the complainant the Manager will;
 - a) Obtain all relevant information including the context of the complaint;
 - b) Explain the process for complaint resolution; and
 - c) Take notes from the discussion that are to be signed by both parties at the meeting.
- 5. The Manager will then determine and implement any immediate course of action necessary to ensure the safety of all parties and action. This may include notifying the authorities and the police whilst the next investigative steps are taken.
- 6. The Manager will then investigate the complaint taking the following steps;
 - a) The Manager will meet with the alleged complainee / offender to:
 - i) explain the nature and details of the complaint or alleged breach;
 - ii) outline the consequences should the complaint or alleged breach be substantiated;
 - iii) listen and take notes from the discussion that are to be signed by both parties at the meeting; and
 - iv) explain the process to the offender.
 - b) The Manager will investigate the offender's version of events;
 - c) The Manager will interview all witnesses; and
 - The Manager will document all steps/observations during the investigative process.
- 7. The Manager will then determine whether, in their opinion, there has been a breach of the Code of Conduct, the Residential Site Agreement, Village Grievance and Breach Policy or the Village Rules.
- 8. If the Manager determines that there has been a breach of the Code of Conduct, the Residential Site Agreement, Village Grievance and Breach Policy or the Village Rules, then the Manager will decide the best course of action to resolve the issue. This may include;
 - a) Facilitating a meeting between the parties to resolve the issues;
 - b) Issuing formal written warnings to either or both parties;
 - Imposing restrictive access to, or sanctions on, Village facilities or events;
 - Instigating disciplinary action against an GELV staff member which may include termination of employment;
 - e) Issuing a Notice of Default to a Resident.
 - If a Major Breach has occurred, the Village Owner may take steps to issue a Notice of Termination.
 - g) Terminate a contractor's contract.
- 9. Once the Manager has determined the appropriate course of action, they will inform both parties and then take the appropriate action.

The Manager will generally aim to complete the above steps within 30 days of receiving the complaint. If the complaint is against an employee of the Manager then the investigation will be conducted by the employee's supervisor.

Relevant Legislation

Residential Parks (Long Stay Tenants) Act 2006 (WA)

Occupational Safety and Health Act 1984 and other relevant occupational safety and health legislation.

Village Relocatable Home Sale Contract By Offer And Acceptance



Attachment 6 - Village Relocatable Home Sale Contract

The Buyer OFFERS TO PURCHASE from the Seller the Relocatable Home located at the Residential Site for the Purchase Price on the Settlement Date referred to in the Schedule and upon the other terms and conditions as set out in this document and the Gingin Eco Lifestyle Village Residential Site Agreement. For the avoidance of doubt the purchase of the Relocatable Home does not convey any freehold or leasehold interest in the land comprising the Residential Site.

Schedule

1.		Buyer: name(s)			
	Addr	ess:			
2.	The	Seller:			
	Full r	name(s)	Sanvidel Pty	Ltd (ACN 620 5	44 685)
	Addr	ress:	131 Pascoe S	Street Karrinyup V	VA 6018
3.	Villa	ge Owner:	Sanvidel Pty	Ltd (ACN 620 5	44 685)
4.	Relo	catable Home is s	ituated on Residen	tial Site No	
					(street address)
5.	Purc	hase Price	<u>\$</u>		(all parties please initial)
6.	Payn	ment of Purchase	Price		
	to be	e paid within ge Owner's nomina	days of accep ted lawyers (" Trust	tance, to be paid Account "), to be	is paid now and \$ d directly to the trust account of the held as stakeholder. The balance or before the Settlement Date.
7.	Settl	ement Date:	or any other d	ate referred to in	this Contract. (See clause 13.6).
8.	Relo (a)	catable Home view Items included in			
		All fixtures and fit	tings, fixed floor cove	erings, window tre	eatments, light fittings and:
	(b)	Items excluded fr	om the Sale:		

Ву С		locatable Home Sale Contract nd Acceptance	Lifestyle Villages
9.	Desi	ignated Date:	
	Note	e: This is when the Buyer's Residential S	ite Agreement will end.
10.	Offe	er Subject to (strikeout section not appli	cable):
		s subject to the sale and settlement of the perty at	This is a cash offer and the Buyer understands that on acceptance of this Contract, the Buyer is committed to purchase the above Relocatable Home. The cash is available without any finance being required
Signa	iture of	f Buyer	Signature of Buyer
Signa	ture of	f Buyer	Signature of Buyer
	As s	stated below	
			s Condition Report forms part of this Contract -
12	And	(if applicable) - Residential Premise exure "A" (attached).	s Condition Report forms part of this Contract -
12.	And	(if applicable) - Residential Premise exure "A" (attached).	s Condition Report forms part of this Contract -
	And Anno	(if applicable) - Residential Premise exure "A" (attached). e Conditions nowledgements	s Condition Report forms part of this Contract -
	And Anno	(if applicable) - Residential Premise exure "A" (attached). e Conditions nowledgements Seller and Buyer acknowledge that: the Seller cannot assign the Seller's lease, licence, sublease or sub licence	Residential Site Agreement to the Buyer or grant a e of the Residential Site to the Buyer, and any lease need by the Village Owner to the Buyer;
	And Anno	(if applicable) - Residential Premise exure "A" (attached). e Conditions nowledgements Seller and Buyer acknowledge that: the Seller cannot assign the Seller's lease, licence, sublease or sub licence over the Residential Site must be gran	Residential Site Agreement to the Buyer or grant a e of the Residential Site to the Buyer, and any lease nted by the Village Owner to the Buyer; lwner granting a lease of the Residential Site to the
	And Anno	(if applicable) - Residential Premise exure "A" (attached). e Conditions nowledgements Seller and Buyer acknowledge that: the Seller cannot assign the Seller's lease, licence, sublease or sub licence over the Residential Site must be granthe Buyer is aware that the Village C Buyer is subject to the matters set out this Contract for the Relocatable Hom	Residential Site Agreement to the Buyer or grant a e of the Residential Site to the Buyer, and any lease nted by the Village Owner to the Buyer; lwner granting a lease of the Residential Site to the

Village Relocatable Home Sale Contract By Offer And Acceptance



- 12.2 Village Owner to offer new Residential Site Agreement to the Buyer of the Relocatable Home
 - (1) This Contract is subject to and conditional upon the Village Owner offering to the Buyer of the Relocatable Home a Buyer's Residential Site Agreement regarding the Residential Site for the Term and otherwise on the Village Owner's then current standard terms and conditions, consistent with the context of operating the Village as a going concern under the then-current market conditions and government regulatory conditions and any applicable law, provided that:
 - (a) the Village Owner receives a request to do so from the Buyer;
 - (b) the Village Owner is satisfied, acting reasonably, that the Buyer is able to live independently and in accordance with terms, conditions and provisions of the Village Rules, Code of Conduct, Village Grievance and Breach Policy;
 - (c) the Seller has complied with its obligations to give a Right of First Refusal to the Village Owner and it has chosen not to exercise its Right of First Refusal;
 - (d) the Buyer purchases the Relocatable Home from the Seller; and
 - (e) the Commencement Date of the new Buyer's Residential Site Agreement is date of the request from the Seller however is executed by the Buyer before Settlement.
 - (2) The Buyer acknowledges that it will be a requirement of the current standard terms and conditions of all future Residential Site Agreements, referred to in subclause (1), that the term of the Residential Site Agreements will expire no later than the Designated Date.
 - (3) The Buyer acknowledges that the proposed Buyer's Residential Site Agreement is aligned with the Act and the Regulations.

13. Other Conditions:

- 13.1 Seller agrees to notify the Buyer, as soon as practicable, after the Buyer's offer has been accepted by the Seller.
- The Buyer acknowledges that, prior to acceptance by the Seller, the Seller must obtain approval in writing from the Village Owner to the Buyer's offer.
- The Buyer acknowledges that the terms of this Contract and the Village Residential Site Agreement are both integral to the operation of the Village. The Buyer may wish to seek independent legal and financial advice on the terms of this Contract and/or the Village Residential Site Agreement required to be signed by the Buyer before Settlement. Queries and clarifications, if any, regarding the Buyer's Residential Site Agreement can be discussed at or prior to the Village Owner's interview with the Village Owner or the Village Manager.
- 13.4 The parties agree that the Deposit is refundable at any time up to the point that the Contract becomes unconditional.
- The Seller acknowledges that all monies due to the Village Owner under the existing Seller's Residential Site Agreement, and any outstanding debts payable to the Village Owner, are the Seller's responsibility and must be paid in full on or before Settlement.
- The Seller and the Buyer agree that, to effect Settlement, the Buyer will pay the balance of the Purchase Price into the Trust Account prior to Settlement. Settlement must occur on the Settlement Date or such other date that the Village Owner advises that it is satisfied that all conditions have been satisfied and the Settlement can proceed. The parties acknowledge that the Village Owners' lawyers do not act and will not act for the Buyer or the Seller.

Village Relocatable Home Sale Contract By Offer And Acceptance



- 13.7 The Seller authorises the Village Owner and/or its lawyers (as applicable)to deduct the fees and outstanding debts due to the Village Owner by the Seller pursuant to the Seller's Residential Site Agreement, as advised by the Village Owner, from the Purchase Price and to pay the balance of the Purchase Price to the Seller.
- 13.8 The Buyer and Seller both acknowledge and consent to the Village Owner performing the following roles:
 - (1) facilitating the sale of the Relocatable Home for the Seller;
 - (2) acting in its capacity as the Village Owner to determine whether or not the Buyer is a suitable person to be granted a new Residential Site Agreement; and
 - (3) holding, in its capacity as the Village Owner, the Right of First Refusal to buy the Relocatable Home on the terms set out in the Seller's Residential Site Agreement.
- 13.9 The Buyer and Seller agree that the Relocatable Home was inspected by the Buyer on the date set out in the Schedule and that the items referred to in Item 8(a) of the Schedule are included in the Sale and the items referred to in Item 8(b) of the Schedule are not included in this Sale.
- 13.10 The Seller agrees to transfer to the Buyer at Settlement, unencumbered title and possession of the Relocatable Home. Risk passes to the Buyer at Settlement.
- 13.11 The Seller must leave the Relocatable Home clean and fit for occupation. If the Resident does not leave the Relocatable Home clean and fit for occupation then the Resident authorises the Village Owner to clean the Relocatable Home, remove and may store any of the Resident's belongings, as required, at the Resident's expense and costs to do this work is deducted from sales proceeds at Settlement.

14. Definitions:

14.1 In this Contract unless the context otherwise requires:

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

"Agreement" means the Residential Ste Agreement.

"Buyer's Residential Site Agreement" means the residential site agreement proposed to be entered into between the Buyer and the Village Owner subject to the terms of this Contract.

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

"Commencement Date" means the date described as such in the Schedule of the Buyer's Residential Site Agreement and being the date on which the Term starts.

"Designated Date" means the date specified in Item 9 of the Schedule and being the date on which the Term ends (unless terminated earlier) which will also be the date included in the Buyer's Residential Site Agreement as the Termination Date.

"Regulations" means the Residential Parks (Long Stay Tenants) Regulations 2007 (WA)

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

"Residential Site" means the site described Item 4 of the Schedule.

Village Relocatable Home Sale Contract By Offer And Acceptance



"Right of First Refusal" means the right of first refusal the Seller has granted to the Village Owner in the Seller's Residential Site Agreement between the Village Owner and the Seller.

"Seller's Residential Site Agreement" means the residential site agreement currently existing between the Seller and the Village Owner.

"Settlement" means the actual settlement of the sale of the Relocatable Home from the Seller to the Buyer.

"Term" means:

- (a) the period starting on the Commencement Date of the Buyer's Residential Site Agreement to be entered into by the Buyer and, subject to paragraph (b), ending on the Designated Date or Termination Date as referred to in the Residential Site Agreement;
- (b) the Term will immediately end if and on the earlier of:
 - the death of the last surviving person named in the Buyer's Residential Site Agreement as the Buyer (and for clarity, this does not include the Buyer's heirs, executors and administrators);
 - the expiry of 60 days after receipt by the Village Owner of notice in writing of the Buyer's intent to terminate the Buyer's Residential Site Agreement;
 - (iii) the expiry of 4 weeks, or any longer period required pursuant to the Act, after the receipt by the Resident of the Village Owner's intention to terminate this Agreement;
 - (iv) the expiry of 60 days after the date on which the Buyer removes the Relocatable Home from the Residential Site; and
 - (iv) where the Buyer sells or transfers the Relocatable Home to another person and the Village Owner grants a Residential Site Agreement of the Residential Site to that new person, then the Commencement Date of that Residential Site Agreement.

"Village" means the Gingin Eco Lifestyle Village of which the Residential Site forms part.

"Village Owner" means the entity referred to in Item 3 of the Schedule and includes its successors, transferees and assigns.

"Village Rules" means the rules of the Village made and amended by the Village Owner from time to time, copies of which are available from the office of the Village Owner in the Village

"Village Relocatable Home Sale Contract" means the Village Owner's standard form for the sale of a Relocatable Home by a Seller, as amended by the Village Owner from time to time

14.2 <u>Interpretation</u>

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

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;

Village Relocatable Home Sale Contract By Offer And Acceptance



- reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;
- (e) references to clauses, paragraphs, subparagraphs, schedules are to clauses, paragraphs and subparagraphs of, and schedules to, this Contract as amended from time to time:
- (f) headings used for clauses, paragraphs, subparagraphs and Schedules are for ease of reference only and will not affect the interpretation of this Contract.
- (g) references to any Contract or instrument are to that Contract or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (h) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- use of the words "includes" or "including" means includes or including without limitation, unless the contrary intention appears;
 - (j) a reference to any body is:
 - if that body is replaced by another organisation, deemed to refer to that organisation; and
 - (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body;
- (k) all dollar amounts specified in this Contract are in Australian dollars; and
- (I) the words "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind

15. Conveyance:

The Parties nominate their Representative below to act on their behalf and consent to notices being served to that Representative's facsimile number.

Buyer	Seller	
Representative	 Representative	Property Settlements
Contact Name	 Contact Name	The Manager
Telephone No.	 Telephone No.	9325 9353
Signature	 Signature	

16. Documents Received:

Once the Buyer has completed this offer, as soon as practicable, a copy will be given to the Buyer. Within 48 hours of this offer being accepted by the Seller, both parties will receive a copy of this Contract from the Village Owner or the Village Manager.

Village Relocatable Home Sale Contract By Offer And Acceptance



	Execution Pag	е
uyer		
Signature:		
Date:		
Witness Signature		
Name:		
Address:		Date:
Seller		
Signature:		
Date:		
Witness Cignoture		
Witness Signature		
Name:		
As per clauses 12.1 and and conditional upon (amo	12.2 above, this Contract between ongst other things):	Date: en the Buyer and the Seller is subject
Address: Pase Note: As per clauses 12.1 and 2 and conditional upon (amount of the Village Owner not 1).	2.2 above, this Contract betwee	Date:en the Buyer and the Seller is subject
Address: ease Note: As per clauses 12.1 and 2 and conditional upon (amount (1) the Village Owner not	12.2 above, this Contract between the state of the state of the state of the state of the Buyen the Village Owner of the Buyen the State of the Buyen the State of the State o	Date:en the Buyer and the Seller is subject
Address: Pase Note: As per clauses 12.1 and 2 and conditional upon (amount of the Village Owner not 1).	I2.2 above, this Contract between the state of the state	Date:en the Buyer and the Seller is subject
Address: Pase Note: As per clauses 12.1 and 2 and conditional upon (amount of the Village Owner not (2) the approval in writing 1. The Village Owner	12.2 above, this Contract between the state of the Buye of the Village Owner of the Buye of the State of the	Date: en the Buyer and the Seller is subject sal; and er.
Address: Pase Note: As per clauses 12.1 and 2 and conditional upon (amo (1) the Village Owner not (2) the approval in writing 1. The Village Owner Signed:	12.2 above, this Contract between the state of the Buye of the Village Owner of the Buye of the State of the	Date:
Address: Pase Note: As per clauses 12.1 and 2 and conditional upon (amo (1) the Village Owner not (2) the approval in writing 1. The Village Owner Signed:	12.2 above, this Contract between the state of the Buye of the Village Owner of the Buye of the State of the	Date:
Address: Pase Note: As per clauses 12.1 and 2 and conditional upon (amo (1) the Village Owner not (2) the approval in writing 1. The Village Owner Signed: Village	12.2 above, this Contract between the state of the Buye of the Village Owner of the Buye of the State of the	en the Buyer and the Seller is subject sal; and er. ght of First Refusal. Dated:
Address: Pase Note: As per clauses 12.1 and and conditional upon (amount (1)) the Village Owner not (2) the approval in writing 1. The Village Owner Signed: Village Village 2. The Village Owner	12.2 above, this Contract between the street of the street of the street of the Suyu by the Village Owner of the Buyu Village Owner Village Owner **Transport of the Suyu of	Date: en the Buyer and the Seller is subject as sal; and er. ght of First Refusal Dated: ewner the Buyer (*make choice)

Residential Site Agreement



Attachment 7 - Village Site Plan



Residential Site Agreement



Information Sheet

Disclosure Required by the Act

The Residential Parks (Long Stay Tenants) Act 2006 (WA) and accompanying Regulations have requested that the questions below be answered by the Village Owners.

We recommend that prospective Residents read and review the Residential Site Agreement to get a full understanding and appreciation of the summary answers given below to the questions raised under the Act.

1. Additional persons residing on a temporary basis on the Residential Premises

(1)	Are Residents required to pay charges for persons resion a temporary basis on the Residential Premises?	ding ☐ Yes ☑ No
(2)	Residents are not required to pay charges for additional persons residing on the Residential Premises unless the number of persons residing on the Residential Premises particular time exceeds the maximum number of person who may use the Residential Premises as their principal place of residence under the Agreement.	people are allowed to permanently reside at a Residential
(3)	If charges are payable under subclause (1) specify -	
	 (a) when a person is to be considered to be residing of Residential Premises for the purposes of the Agreement; 	on the Not Applicable
	(b) any time of the year when the charges will not be payable;	Not Applicable
	 whether charges for additional residents are payal only after a certain period of time. 	ble Not Applicable
	If yes, specify the period:	
	(d) whether charges for additional residents are payal the Residential Premises have their own bathroom toilet?	I NOT APPLICABLE

Residential Site Agreement



2. Services and utilities

Service / Utility	Included in Rent (mark "yes" or "no")
Electricity Home – metered - personal consumption	Yes – special ofer
Gas	Not Applicable
Water Home – metered – personal consumption	No
Telephone Home	No
Internet	
Council Rates	Yes
Water Rates	Yes
Land Taxes	Yes
Electricity Common Areas and Village Facilities	Yes
Water Common Areas and Village Facilities	Yes
Management of Waste Water – no sewerage charges	Yes
Provision of Village Facilities and common areas	Yes
Repair and maintenance of Village facilities and common areas	Yes
Replacement of Village Facilities and common areas	Yes
Village garden and landscaping repair, maintenance and replacement	Yes
Use of Club House Village Facilities	Yes
Village Insurances – excluding Resident home and Contents	Yes
Staffing costs	Yes
Village management costs	Yes
Village Mini Bus – provision, repairs, maintenance and replacement	Yes
Other expenditure as incurred from time to time in the management of the Village	Yes

3. Pets

Are pets allowed?	☑ Yes ☐ No
With prior written approval by the Village Owner, pet/s may be kept by Residents, but must be kept in accordance with the Village Rules and any local government laws for the relevant district.	
Failure to comply with the terms of this clause will mean approval is revoked and the pet/s need to be removed from the Village.	

Residential Site Agreement



4. Shared Premises / Village Facilities

☑ Yes □ No (1) Are Shared Premises / Village Facility provided at the Village? (2) If yes, what are these Shared Premises / Village Facility? Village Facilities will be provided in accordance with the overall development plan approved by the Shire of Gingin:-Club House incorporating lounge; meeting room/s; games rooms; domestic kitchen; coffee and servery area; admin office; sales office ;central letter box area; Gym area; Pool; Activities shed; Recycling area; Roads and servicing infrastructures; Pathways, general landscaped areas, shade structures and BBQ area; Common productive landscape areas (additional fee may apply); Caravan and boat parking area (additional fee of \$10 per bay per week (CPI annual increase) will apply; General storage area (additional fee dependent upon storage area (CPI annual increase) will apply; (3) Are there any restrictions about the use of Shared Premises / Village Facilities? ☑ Yes ☐ No The use of the Village Facilities are in the main covered in the Village Rules, which is part of the Residential Site Agreement. Are there mail facilities on the Village (4)Your personal mail will be delivered to your designated Village mail box ☑ Yes ☐ No

5. Parking

How much car parking is available?

Dependent upon the home a Residents selects, there will be at least one parking bay / carport per house.

There will also be temporary parking bays at the Club House and at various other locations around the Village.

There will also be a boat and caravan parking area which Residents can use for a fee of \$10 per week.

Residential Site Agreement

PCO	
-	10
Lifesty	le
Village	S
DESIREMAN WA	

Sellin	g a Relocatable Home or sub-letting or otherwise assigning the Resid	ential Premise
(1)	Is a Resident permitted – • to sell a Relocatable Home owned by the Resident on the Residential Site?	☑ Yes □ No
	 to assign his or her interest under the Agreement or sub-let the Residential Premises 	☐ Yes ☑ No
(2)	If yes, is the consent of the Village Owner required?	☑ Yes □ No
(3)	Do any other conditions apply?	☑ Yes □ No
	Clauses 31 and Attachment 6 are the main clauses in the Residential Site Agreement that deal with the sale of a home.	M res Linc
Are th	rictions on use of Residential Site	☑ Yes □ N
Are the Site?	nere any restrictions about what can be placed on the Residential	☑ Yes □ N
Are the Site? Only Resident	nere any restrictions about what can be placed on the Residential homes purchased from the Village Owner can be placed on the	☑ Yes □ N
Are the Site? Only Resident	here any restrictions about what can be placed on the Residential homes purchased from the Village Owner can be placed on the dential Site.	☑ Yes □ N
Are the Site? Only Resident Insura	here any restrictions about what can be placed on the Residential homes purchased from the Village Owner can be placed on the dential Site.	

Residential Site Agreement

10.



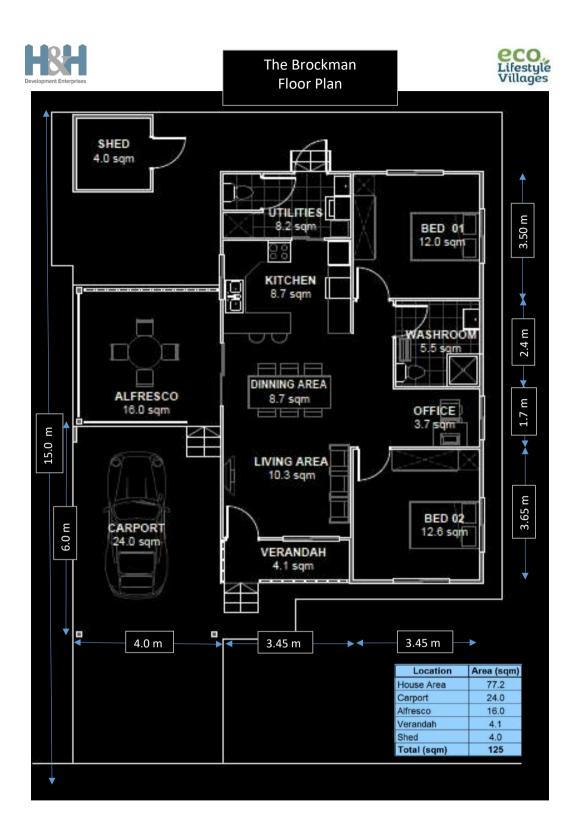
Are there any requirements upon the Residents regarding gardening maintenance?	☑ Yes □ No
Clause 24 and the Village Rules of Residential Site Agreement in the main deal with garden maintenance which in essence requires the Resident to	
 maintain all areas of the Residential Site, to a neat and tidy state, regularly and adequately watered, and free from rubbish and weeds; 	
not to install a garden unless and in accordance with the Village Owner's prior written approval;	
Park liaison committee	
(1) Is there a Village liaison / Residents' committee?	☐ Yes ☑ No
(2) If yes —	
The Village Rules, which are part of the Residential Site Agreement, address this area of Residents committee.	
Once more than 20 homes are occupied a Residents committee will be formed.	
Their main role is to represent the interests of the Residents and to work with Management in a spirit of proactive cooperation to resolve any challenges in the best interests of the Village as a community.	
Their procedures and protocols will be developed as the Village develops.	

Residential Site Agreement



Resident's Check List

Before	you sign this Agr	reement, you should have com	pleted the foll	lowing		
	I have received	a copy of, and read, this Agree	ement.			
	I have received	a copy of, and read, the Villag	e Rules.			
	I have received	a copy of, and read, the Code	of Conduct.			
	I have received	a copy of, and read, the Villag	e Grievance a	and Breach Policy.		
		a copy of, and read, the inform of the Act by the Commission				
	I have sought, o	or decided not to seek, indeper	ident legal ad	vice.		
	I have signed 2	copies of this Agreement.				
Note:	 Note: Under section 17(1)(b) of the Act, the Village Owner is required to give you a fully executed copy of this Agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the Village Owner fails to comply with this requirement, the Village Owner is liable to a fine of \$5,000. If you need general information about renting in a Lifestyle Village - call the Consumer Protection Contact Centre: 1300 30 40 54 or visit the Department of Commerce's website: www.commerce.wa.gov.au 					
Signed	d by Resident / Bu	uyer				
Name						
Signat	ure:					
Date:			_			
Witnes	ss Name:		_			
Signature: Date:						



Private and Confidential Information - Not to be distributed without our permission





11.7 SHIRE OF GINGIN MEETING PROCEDURES AMENDMENT LOCAL LAW (NO. 2) 2021

File	LAW/1
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	20 July 2021, Item 11.3
Appendices	1. Draft Meeting Procedures Amendment Local Law No 2
	2021 [11.7.1 - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider making an undertaking to the Joint Standing Committee on Delegated Legislation to amend the Shire of Gingin Meeting Procedures Amendment Local Law 2021 (the Local Law).

BACKGROUND

At its meeting on 20 July 2021, Council gave consideration to a request from the Joint Standing Committee on Delegated Legislation (JSCDL) for feedback with respect to a discrepancy between the draft version of the Local Law issued for public comment and the final version adopted by Council.

The discrepancy noted by the JSCDL was that the version of the Local Law advertised for public comment included the following:

6. Clause 5.9 deleted

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

This clause was removed from the final version of the Local Law adopted by Council at its meeting on 16 March 2021 on the advice of the Department of Local Government, Sport and Cultural Enterprises. In fact, Clause 6 should have been retained and amended to exclude the words *and the remaining clauses are renumbered accordingly*.

After considering comments from the JSCDL, Council resolved to advise the JSCDL that it did not consider that the discrepancy between the version of the Local Law made available to the public during the public submission period and the finally adopted version could have affected the content of submissions because:





- 1. Cl. 6 was not removed from the Local Law until after the close of the public submission period;
- 2. The version of the Local Law made available to the public during the submission period contained cl. 6, and therefore all submission authors were aware that it was intended to remove cl. 5.9 from the Shire of Gingin Meeting Procedures Local Law 2014; and
- 3. It was never Council's intention to retain cl. 5.9 in the Shire of Gingin Meeting Procedures Local Law. In hindsight, cl. 6 should not have been removed from the Local Law in its entirety, but rather should have been amended to delete reference to the re-numbering of remaining clauses in the substantive local law.

This information was subsequently submitted to the JSCDL.

Based on the information provided in support of Council's decision, the JSCDL has agreed not to disallow the Local Law, but requires that the Shire of Gingin give the following undertakings:

- 1. Within six months, to amend the Shire of Gingin Meeting Procedures Local Law 2014 to remove cl. 5.9.
- 2. To ensure that any consequential amendments arising from the undertaking will be made.
- 3. To ensure that, where the local law is made publicly available by the Shire (whether in hard copy or electronic form), it is accompanied by a copy of the undertaking.

COMMENT

The undertakings required by the JSCDL are consistent with Council's original intention to remove cl. 5.9 from the Shire of Gingin Meeting Procedures Local Law 2014.

It is therefore recommended that Council agree to:

- a. Provide the undertakings required by the JSCDL; and
- b. Give state-wide public notice of its intention to consider making the Shire of Gingin Meeting Procedures Amendment Local Law (No. 2) 2021 (Appendix 11.7.1).

In the event that Council resolves to adopt the amendment local law for the purposes of public advertising, the following sequence of events will commence:





- 1. A public submission period of at least six weeks must be allowed, during which a copy of the proposed local law must also be submitted to the Minister for Local Government. At the close of advertising, Council must consider any submissions received and then resolve to make the local law either as proposed, or in a form that is not significantly different from what was proposed. If, as a result of public submissions, Council wishes to make substantial changes to the local law, then a further public submission period will be required.
- 2. Once Council has resolved to make a local law, it must be published in the Government Gazette and a further copy provided to the Minister for Local Government.
- 3. After gazettal, local public notice must be given stating the title of the local law, its purpose and effect (including the date it comes into operation) and advising where copies of the local law may be inspected or obtained.
- 4. A copy of the local law, together with an accompanying explanatory memorandum, must then be submitted to the WA Parliamentary Joint Standing Committee on Delegated Legislation for scrutiny.

Regulation 3 of the *Local Government (Functions and General) Regulations 1996* requires that, in commencing to make a local law, the person presiding at a Council meeting is to give notice of the purpose and effect of the local law by ensuring that:

- 1. The purpose and effect of the proposed local law is included in the agenda for that meeting; and
- 2. The Minutes of the meeting of the Council include the purpose and effect of the proposed local law.

Accordingly, the purpose and effect for the Shire of Gingin Meeting Procedures Amendment Local Law (No. 2) 2021 are stated as follows:

Purpose: The purpose of this local law is to amend the Shire of Gingin Meeting

Procedures Local Law 2014.

Effect: The effect of this local law is to remove cl. 5.9 Deputations from the Local

Law.

STATUTORY/LOCAL LAW IMPLICATIONS

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





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

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

There will be no implications for Council's adopted Budget. It is anticipated that the cost of amending the Shire of Gingin Meeting Procedures Local Law 2014 will be in the vicinity of \$1,000, which will be funded from existing budget provisions.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

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

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Balcombe

That Council:

- 1. Provide an undertaking to the Joint Standing Committee on Delegated Legislation that the Shire of Gingin will:
 - a. within six months, amend the Shire of Gingin Meeting Procedures Local Law 2014 to remove clause 5.9;
 - b. ensure any consequential amendments arising from the undertaking will be made; and
 - c. where the local law is made publicly available by the Shire, whether in hard copy or electronic form, ensure that it is accompanied by a copy of the undertaking.





2. Agree, pursuant to s.3.12 of the *Local Government Act 1995*, to give local and state-wide public notice of its intention to consider making the Shire of Gingin Meeting Procedures Amendment Local Law (No. 2) 2021 and, within that notice, to advise of the following Purpose and Effect:

Purpose: The purpose of this local law is to amend the Shire of Gingin Meeting

Procedures Local Law 2014.

Effect: The effect of this local law is to remove cl. 5.9 Deputations from the

Local Law.

CARRIED BY ABSOLUTE MAJORITY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: N//

LOCAL GOVERNMENT ACT 1995

SHIRE OF GINGIN

MEETING PROCEDURES AMENDMENT LOCAL LAW (NO. 2) 2021

Under	the power	confer	red by th	e Loca	al Gove	rnment	Act	1995	and	under	all	other
powers	enabling	it, the	Council	of the	Shire of	of Gingi	in re	esolve	d on			to
make th	ne followin	g local	law.									

		е

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

2. Commencement

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

3. Principal Local Law

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

4. Clause 5.9 deleted

Dated this	. of		202
The Common Seal of the Shire was affixed by authority of a resolution of the Council in presence of:)))	

C W FEWSTER A COOK

Clause 5.9 is deleted in its entirety.

Shire President Chief Executive Officer



12 REPORTS - CORPORATE AND COMMUNITY SERVICES

12.1 MONTHLY FINANCIAL STATEMENT FOR THE PERIOD 30 JUNE 2021

File	FIN/25
Author	Karina Leonhardt - Coordinator Corporate Services
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	Nil
Appendices	 JUNE 2021 FINANCIALS [12.1.1 - 13 pages] JUNE 2021 INVESTMENTS [12.1.2 - 1 page]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To present for Council endorsement the Monthly Statement of Financial Activity for the period ending 30 June 2021.

BACKGROUND

The financial statements are presented to Council in accordance with the *Local Government Act 1995 and Local Government (Financial Management) Regulations 1996.*

COMMENT

The Financial Statements for the month ending 30 June 2021 present the financial performance of the Shire for the 2020/21 financial year and compare year to date expenditure and revenue against the corresponding year-to-date budget.

A break-up of the \$1,929,003 variance is summarised across operations, investing and financing below with a detailed explanation of variations within each area contained within **Appendix 12.3.1**.

Under budget

Operating Fund Surplus/Deficit	N/A
Operating Expenditure	\$ 611,637
Investing Activities – Revenue	\$(4,878,039)
Investing Activities – Expenditure	\$ 7,084,192
Financing Activities – Revenue	\$(1,893,347)





Over budget

Operating Revenue \$ 3,342,691 Financing Activities – Expenditure \$ (2,338,131)

It should be noted that while the year-end processes have largely been finalised, further changes may be identified as part of the final audit.

Investments

As required by Council Policy 3.2 Investments, details of Council's investments are provided within **Appendix 12.3.2**.

STATUTORY/LOCAL LAW IMPLICATIONS

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
Reg 34 – Financial activity statement required each month

Shire of Gingin Delegation Register – Delegation 2.4 Investing Money Not Required for the Time Being

POLICY IMPLICATIONS

Shire of Gingin Policy 3.2 - Investments

A monthly report will be provided to Council detailing the investments portfolio in terms of performance, percentage exposure, maturity date and changes in market value.

BUDGET IMPLICATIONS

Nil



STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Balcombe SECONDED: Councillor Vis

That Council endorse the Statement of Financial Activity for the period ending 30 June 2021.

CARRIED UNANIMOUSLY 8 / 0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: Ni/





MONTHLY FINANCIAL REPORT

(Containing the Statement of Financial Activity)

FOR THE PERIOD OF 1 JULY 2020 TO 30 JUNE 2021

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATION 1996

Table of Contents

Key Information	1
Statement of Financial Activity by Program	2-4
Statement of Financial Activity by Nature and Type	5
Acquisition of Assets & Other Non-Capital Expenditure	6
Disposal of Assets	7
Information on Borrowings	8
Cash-Backed Reserves	9
Net Current Assets	10
Rating Information	11
Trust Funds	12
Investments	13

Shire of Gingin Statement of Financial Activity
1 July 2020 to 30 June 2021

Key Information

Report Purpose:

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34.

Items of Significance:

The material variance adopted by the Shire of Gingin for the 2020/21 year is \$20,000 or 10% whichever is the greater. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure.

Note: The Statements are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

Prepared by: Karina Leonhardt Reviewed by: Ziggy Edwards Date Prepared: 29/07/21



Shire of Gingin Statement of Financial Activity
For The Period 1 July 2020 to 30 June 2021

Statement of Financial Activity by Program

	Current Annual Budget	Current YTO Budget	YTO Actual	Var. \$	ar. % Comments	
OPENING FUNDING SURPLUS (DEFICIT)	1,612,520	1,612,520	1,612,520	σ	0%	
Revenue from operating activities						
General Purpose Funding	1,117,810	1,117,810	1,981,336	863,526	77% 21/22 Financial Assistance Grants received in advance.	
Seneral Purpose Funding - Rates	8,345,400	8,346,400	8,394,694	48,294	1% Interim and back rates levied.	
overnance	2,545	2,545	16,225	13,680	538% Volunteer Week grants received	
aw, Order, Public Safety Health	853,59B 315,391	853,598 315,391	810,491 377,123	(43,107) 61,732	(5%) MAF acquittal still in process. Some MAF income remains in Contract Liability at year end. 20% Recognition of prior year income (previously restricted) upon transfer to reserve for Gingin a Ambulance.	nd Lancelin
Education and Weffare	23,163	23,153	179,283	156,120	674% Recognition of prior year income (previously restricted) upon transfer to reserve for annual replacement contribution 06/07 to 13/14; Youth Week grants received; Recognition of prior (previously restricted) upon transfer to reserve for Youth Services Website.	
Housing	121,530	121,530	193,024	71,494	59% Recognition of prior year income (previously restricted) upon transfer to reserve for LA Aged Accommodation Long Term Maintenance (1% replacement cost Lancelin Aged Units as per a Homeswest).	
Community Amenities	1,828,201	1,828,201	2,058,260	230,059	13% Recognition of prior year income (previously restricted) upon transfer to reserve for coastal (Unspent portion of volunary coastal erosion levy); higher than expected planning fees and capplication and inspection fees and domestic tipping fees.	
Recreation and Culture	140,798	140,798	631,867	491,069	349% Gingln Outdoor Activity Space sponsorships recognised as contributions (operating); Dept of Government, Sport and Cultural Industries grant for Jancelin Off Road Area signage; Recognit year income (previously restricted) upon transfer to reserve for BEN signs 19/20 Grant.; high expected Gingin Aquatic Centre Kiosk Income; Higher than expected hall hire income.	ion of prior
Transport	491,472	491,472	1,529,565	1,038,092	211% Recognition of prior year Income (previously restricted) upon transfer to reserve for balance (18/19 and 19/20 balance of road budget muni funds primarily due to Orange Springs Road (516.959, 19/20 5840,425)	
Economic Services	1,445,560	1,445,560	1,777,910	332,350	23% Higher than expected building licenses and fees income, and Guilderton Holiday Park Income	t.
Other Property and Services	252,591	252,591	334,061	81,470	32% Higher than expected administrative fees and charges income, unbudgeted grant funding for of Accounts restructure; unbudgeted recoup of long service leave; refund of superannuation fees, and higher than expected general reimbursements income.	
	14,939,059	14,939,059	18,283,840	3,344,781	22%	
Expenditure from operating activities						
General Purpose Funding	(473,710)	(473,710)	(421,054)	52,656	(11%) Timing of legal costs associated with debt collection; timing of costs associated with postage	
Governance	(1,850,822)	(1,850,822)	(1,802,935)	47,BB7	(3%) Timing of: administration costs allocated, donations to community groups, member sitting for accommodation, training and development, and refreshments and receptions;	es/travel and



Shire of Gingin Statement of Financial Activity For The Period 1 July 2020 to 30 June 2021

Statement of Financial Activity by Program

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var.% Comments
Law, Order, Public Safety	(2,145,556)	(2,145,556)	(2,200,929)	(55,373)	3% Timing of: Bushfire brigade maintanace of land and buildings, depreciation, administration costs allocated, and other CESM and BRMP expenditure.
Health	(953,744)	(953,744)	(950,493)	3,251	(0%) Timing of: administration costs allocated, Medical Centre buillding maintenance and operational costs and
Education and Welfare	(198,602)	(198,602)	(255,917)	(57,315)	doctor's subsidy payments. 29% Timing of: seniors housing bullding maintenance and operational costs; higher than expected Youth Week
Housing	(136,065)	(136,065)	(41,578)	94,387	expenditure. (69%) Timing of staff housing building maintenance, and nil contributions to date towards Lancelin Doctors's
rousing.	(130,003)	(130,003)			accommodation.
Community Amenities	(2,712,137)	(2,712,137)	(2,337,408)	374,729	(14%) Timing of: administration costs allocated, cemetery maintenance/operations, public conveniences operations, depreciation, town planning scheme amendments and payments for general tip maintenance and waste collections.
Recreation & Cutture	[2,375,386]	(2,375,386)	(2,221,647)	153,739	
Transport	(4,084,800)	(4,084,800)	(2,509,019)	1,575,781	(39%) Timing of road and bridge maintenance; year end depreciation process for roads and bridges.
Economic Services	(2,993,684)	(2,993,684)	[2,776,904]	216,780	(7%) Timing of: administration costs allocated, depreciation, tourism grants, and scenic lookout/entry statement maintenance.
Other Property and Services	(90,034)	(90,034)	(28,167)	61,867	(69%) Timing of administration costs allocated, Underallocation of PWO to be corrected.
Operating activities excluded from budget	(18,014,540)	(18,014,540)	(15,546,150)	2,468,390	(14%)
(Profit)/Loss on Asset Disposals	0	0	(440)	(440)	
Degreciation on Assets	4,922,878	4,922,878	3,066,125	(1,855,753)	(38%) Year end process for roads and bridges.
Non cash Adjustment	0	0	(1,650)	(1,650)	
Amount attributable to operating activities	1,247,397	1,847,397	5,801,725	3,954,328	214%
Investing Activities					
Non-operating grants, subsidies & contributions	12,688,131	12,688,131	7,794,545	(4,893,586)	(39%) Timing of grants and contributions, and grants transferred from contract liability in line with performance obligations - as per AASB15 Revenue from contracts with customers.
Purchase Land Held for Resale	0	0	0	0	
Purchase Land and Buildings	(3,269,517)	(3,269,517)	(786,430)	2,483,087	
Purchase Infrastructure Assets - Roads	(9,590,655)	(9,590,655)	(8,121,880)	1,468,775	
Purchase Infrastructure Assets - Parks	(2,035,060)	(2,035,060)	(1,119,195)	915,865	
Purchase Infrastructure Assets - Other	0	0	(7,350)	(7,350)	
Purchase Infrastructure Assets - Footpaths	(105,063)	(105,063)	(8,450)	96,613	
Purchase Infrastructure Assets - Sewerage	0	0	0	0	
Purchase Plant and Equipment	(2,793,636)	(2,793,636)	(666,435)	2,127,201	(75%) Timing of capital purchases.
Proceeds from Disposal of Assets	237,727	237,727	253,273	15,546	7%
Self-Supporting Loan Principal Income	13,164	13,164	13,165	1	0%
	(4,854,909)	(4,854,909)	(2,648,756)	2,206,153	(45%)



Shire of Gingin Statement of Financial Activity
For The Period 1 July 2020 to 30 June 2021

Statement of Financial Activity by Program

	Current Annual Gudget	Current YTD Budget	YTO Actual	Var.\$	Var. %	Comments
Financing Activities						
Repayment of Debentures	(222,197)	(222,197)	(222,197)	0	(0%)	
Proceeds from New Debentures	584,743	584,743	334,743	(250,000)	(43%) Loan for Cunlif	ffe Street Carpark carried forward to 2021/2022
Proceeds from New Self-Supporting Loans	0	0	0	D		
Payment of Principal Portion of Lease Liabilities	(9,369)	(9,369)	(24,023)	(14,654)	156% New leases for	photocopier and iT server refresh not included in 20/21 budget
Transfers to Reserves - Cash Backed Reserves	(1,771,199)	(1,771,199)	(2,439,861)	(668,662)	38% End of year pro	DCES\$.
Transfers from Reserves - Cash Backed Reserves	2,840,212	2,840,212	1,196,865	(1,643,347)	(58%) End of year pro	OC 855.
Transfers from Restricted Cash	(14,800)	(14,800)	(1,669,616)	(1,654,816)	11181% Former restric	ted cash transfers made to reserve as per Council resolution.
	1,407,390	1,407,390	(2,824,088)	(4,231,478)	(301%)	
Net Current Assets Year to Date	12,398	12,398	1,941,400	1,929,003	15559%	

This statement is to be read in conjunction with the accompanying notes.

Shire of Gingin Statement of Financial Activity For The Period 1 July 2020 to 30 June 2021

Statement of Financial Activity by Nature & Type

	Current Annual Budget	Current YTD Sudget	YTD Actual	Var. \$	Var. %
PENING FUNDING SURPLUS (DEFICIT)	1,612,520	1,612,520	1,612,520	0	0%
evenue from operating activities					
ates	8,346,400	8,346,400	8,394,694	48,294	1%
rants & Subsidies (Operating)	2,159,162	2,159,162	3,848,887	1,689,725	78%
ees & Charges	3,760,925	3,760,925	4,107,889	346,964	9%
iterest Earnings	164,979	154,979	147,482	(17,497)	(11%)
ther Revenue	382,505	382,505	1,711,182	1,328,677	347%
rofit on Sale of Assets	125,088 14,939,059	125,088 14,939,059	73,706 18,283,840	(51,382) 3,344,781	(41%) 22%
penditure from operating activities	14,222,000	24,000,000	20,200,0-0	*,******	
mployee On Costs	(5,683,803)	(5,683,803)	(5,696,944)	(13,141)	0%
haterials & Contracts	(5,866,482)	(5,866,482)	(5,388,430)	478,052	(8%)
tilities (Gas, Water etc)	(433,353)	(433,353)	(433,729)	(376)	0%
isurances	(490,178)	(490,178)	(450,686)	39,492	(8%)
epreciation of Assets	(4,922,878)	(4,922,878)	(3,066,125)	1,856,753	(38%
iterest Expenses	(110,075)	(110,075)	(108,386)	1,689	(2%)
ther Expenditure	(496,865)	(496,865)	(328,584)	168,281	(34%
oss on Sale of Assets	(10,906)	(10,906)	(73,267)	(62,360)	572%
	(18,014,540)	(18,014,540)	(15,546,150)	2,468,390	(14%
perating activities excluded from budget					
djust Profit/Loss on asset disposals	0	0	(440)	(440)	
epreciation on Assets	4,922,878	4,922,878	3,066,125	(1,856,753)	(38%
on cash Adjustment	0	0	-1650	-1650	
mount attributable to operating activities	1,847,397	1,847,397	5,801,725	3,954,328	214%
westing Activities					
on operating grants, subsidies & contributions	12,688,131	12,688,131	7,794,545	(4,893,586)	(39%)
urchase Land Held for Resale	0	0	0	0	
urchase Land and Buildings	(3,269,517)	(3,269,517)	(786,430)	2,483,087	(76%)
urchase Infrastructure Assets - Roads	(9,590,655)	(9,590,655)	(8,121,880)	1,468,775	(15%)
urchase Infrastructure Assets - Parks	(2,035,060)	(2,035,060)	(1,119,195)	915,865	(45%)
urchase Infrastructure Assets - Other	0	0	(7,350)	(7,350)	
urchase Infrastructure Assets - Footpaths	(105,063)	(105,063)	(8,450)	96,613	(92%
urchase Infrastructure Assets - Sewerage	0	0	0	0	
urchase Plant and Equipment	(2,793,636)	(2,793,636)	(666,435)	2,127,201	(76%)
roceeds from Disposal of Assets	237,727	237,727	253,273	15,546	7%
elf-Supportin g Loa n Principal Income	13,164 (4,854,909)	13,164 (4,854,909)	13,165 (2,648,756)	2,206,153	0% (45%)
nancing Activities	(-los-y-os)	(-,,)		_,,,	,
epayment of Debentures	(222,197)	(222,197)	(222,197)	٥	(0%)
roceeds from New Debentures	584,743	584,743	334743	(250,000)	(43%)
roceeds from New Self-Supporting Loans	0	0	0	0	
ocean trouglier and pen-pulpor true cours	(9,369)	(9,369)	(24,023)	(14,654)	156%
–		(1,771,199)	(2,439,861)	(668,662)	38%
ayment of Principal Portion of Lease Liabilities	(1,771,199)	(1,771,133)	1-2		
ayment of Principal Portion of Lease Liabilities ransfers to Reserves - Cash Backed Reserves	(1,771,199) 2,840,212	2,840,212	1,196,865	(1,643,347)	(58%)
rocees from New Sen-Supporting Coans layment of Principal Portion of Lease Liabilities iransfers to Reserves - Cash Backed Reserves iransfers from Reserves - Cash Backed Reserves iransfers from Reserves - Cash Backed Reserves				(1,643,347) (1,654,816)	(58%) 11181
ayment of Principal Portion of Lease Liabilities ransfers to Reserves - Cash Backed Reserves ransfers from Reserves - Cash Backed Reserves	2,840,212	2,840,212	1,196,865		-

This statement is to be read in conjunction with the accompanying notes.



Shire of Gingin Statement of Financial Activity For The Period 1 July 2020 to 30 June 2021

Acquistition of Assets & Other Non-Capital Expenditure By Program

RESTAURT OF THE PARTY OF THE PA	Capital Expenditure Actual 20/21	Capital Expenditure Annual Budget 20/21
GENERAL PURPOSE FUNDING		-
LAW ORDER PUBLIC SAFETY	365,741	4,051,500
EDUCATION & WELFARE	16,049	42,000
HEALTH	92,237	79,686
COMMUNITY AMENITIES	664,919	125,631
RECREATION & CULTURE	2,606,814	3,037,679
TRANSPORT	9,250,543	10,975,960
ECONOMIC SERVICES	94,661	231,204
GOVERNANCE	150	43,613
HOUSING	81,283	•
OTHER PROPERTY & SERVICES	223,423	334,852
TOTAL	13,395,820	18,922,125

By Account Type

CONTRACTOR ASSET	Capital Expenditure Actual 20/21	Capital Expenditure Annual Budget 20/21
LOAN LIABILITY - SHIRE	222,197	222,197
RIGHT OF USE ASSETS - LEASE LIABILITY	24,023	7,580
LAND - FREEHOLD	25,000	15,000
BUILDINGS - NON SPECIALISED	761,430	3,523,085
INFRASTRUCTURE - BRIDGES		-
INFRASTRUCTURE - FOOTPATHS AND CYCLEWAYS	8,450	105,063
INFRASTRUCTURE - SEWERAGE		100,000
INFRASTRUCTURE - PARKS & OVALS	1,119,195	2,211,390
INFRASTRUCTURE - ROADS	8,101,668	9,608,876
INFRASTRUCTURE - OTHER	7,350	
INFRASTRUCTURE - DRAINAGE	20,212	34,338
INFRASTRUCTURE - AIRPORTS	-	
PLANT & EQUIPMENT	666,435	3,047,583
ACCUMULATED SURPLUS	2,439,861	47,013
TOTAL	13,395,820	18,922,125

Shire of Gingin Statement of Financial Activity
For the Period 1 July 2020 to 30 June 2021

Disposal of Assets

Disposal of Assets	Annual Budget	Actuals
Community Amenities		
121006910 PLAN - Loss on Disposal of Assets MUN	(2,543)	(2,543)
151006500 PLAN - Proceeds on Disposal of Assets MUN	20,455	20,455
151006510 PLAN - Realisation on Disposal of Assets MUN	0	(20,455)
Total Sale of Assets	20,455	20,455
Other Property Services		THE RESERVE
131402010 ADMIN - Reimbursements MUN	51,491	50,801
131402900 ADMIN - Profit on Disposal of Assets MUN	0	109
151402500 ADMIN - Proceeds on Disposal of Assets MUN	0	109
151402510 ADMIN - Realisation on Disposal of Assets MUN	0	(109)
Total Sale of Assets	51,491	50,910
Transport		
121203910 PLANT - Loss on Disposal of Assets MUN	(8,363)	(70,723)
131203900 PLANT - Profit on Disposal of Assets MUN	73,597	73,597
151203500 PLANT - Proceeds on Disposal of Assets MUN	217,272	181,909
151203510 PLANT - Realisation on Disposal of Assets MUN	0	(232,710)
Total Sale of Assets	217,272	181,909
TOTAL SALE OF ASSETS	289,218	253,273
TOTAL PROFIT ON SALE OF ASSETS	73,597	73,706
TOTAL LOSS OF SALE OF ASSETS	(10,906)	(73,267)
A CONTRACTOR OF THE CONTRACTOR		
Community Amenities 151006500 GG046 - Isuzu D-Max Utility		20,455
151006500 GGU46 - Isuzu D-Max Utility		20,455
Other Demonstrated Consists		20,433
Other Property and Services 131402010 SGG Insurance Reimbursement		50,801
151402500 FURN314 Ipad		109
151402500 FORMS14 Ipa0	;	50,910
Impropet		30,510
Transport 151203500 GG004 John Deere 670 D Grade		115,000
151203500 GG068 Isuzu D-Max 4X4 Space Cab SX Utility		21,636
151203500 GG020 Isuzu D-Max Utility		16,636
151203500 GG009 VW Transporter Van		8.182
151203500 GG028 Mercedes Benz Prime Mover		20,455
131203300 GG020 MC(GC0C) DESIZ FIRME MIDICI		181,909
		101,703
Total Proceeds on Disposal of Assets		\$ 253,273.55

Shire of Gingin Statement of Financial Activity
For the Period 1 July 2020 to 30 June 2021

Information on Borrowings

Loan	Loan Term (Yrs)	Start Date	Remaining Term (Yrs)	Opening Balance Altus	New Loan	Principal (Actuals)	Principal (Budget)	Principal Outstanding (Actual)	Principal Outstanding (Budget)	Interest (Actuals)	Interest (Budget)
LN-100 GG Medical Centre	20	30/07/04	3	131,258		29,686	29,686	101,572		7,254	8,070
LN-111 Wannamal West Road	20	15/02/07	6	435,111		18,822	18,822	416,289		27,450	27,938
LN-114 Guilderton Country Club (Hall) Extensions	20	20/11/08	7	370,17 6		35,734	35,734	334,442		25,513	25,804
LN-120 Regional Hardcourt Facility	20	21/12/09	8	264,332		22,260	22,260	242,072		17,243	17,292
LN-123 Lot 44 Weld St	20	16/10/08	7	169,628		16,485	16,485	153,143		11,286	11,524
LN-124A Regional Hardcourt Facility	16	4/12/14	9	254,468		21,026	21,026	233,442		10,231	10,295
LN-126 Gingin Aquatic Centre Tiling	10	3/08/16	5	95,470		14,714	14,714	80,756		2,658	2,845
LN-127 Seabird Seawall Extension	10	27/01/17	5	145,019		20,809	20,809	124,210		3,285	3,510
LN-128 Lancelin Caravan Park Assets	5	16/02/18	2	103,129		40,479	40,479	62,650		1,963	2,345
LN-130 Ledge Point Country Club Coolroom	10	22/11/19	8	21,435		2,182	2,182	19,253		446	451
New Loan LN-131 - Upgrade of Financial Systems Platform to Altus Financials	15	17/06/21	15		157,743			157,743			
New Loan LN-132 - Gingin Outdoor Activity Space	10	17/06/21	10		177,000			177,000			
TOTAL				1,990,025	334,743	222,197	222,197	2,102,572		107,340	110,075



Shire of Gingin Statement of Financial Activity
For the Period 1 July 2020 to 30 June 2021

Reserves Cash-Backed

Reserve	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers in (+)	Amended Budget Transfers-Out (-)		Amended Budget Closing Balance	Actual YTD Closing Balance
1 LSL Annual Sick Leave and Staff Contingency	428,450	1,985	1,220	-	-	34,685		395,750	429,670
2 Office Equipment Reserve	2,936	48	8	-			2,944	2,984	0
3 Plant and Equipment Reserve	1,832,540	6,125	5,622	141,076	500,076	707,369	745,086	1,272,372	1,593,152
4 Lancelin Lookout Reserve	-	-	-	-		-	-	-	
5 Land and Buildings Reserve	1,103,924	3,392	3,144	-		680,967	190,661	425,349	916,407
6 Guilderton Caravan Park Reserve	35,587	168	101		-	36,670	1,670	- 915	34,019
7 Shire Recreation Development Reserve	74,922	353	213	-	-	50,000	-	25,275	75,135
8 Redfield Park Reserve	31,379	148	89				-	31,527	31,468
9 Ocean Farm Recreation Reserve	31,072	147	89				-	31,219	31,161
10 Tip Rationalisation Reserve	1,293,667	5,195	3,685	17,013	308,833	10,000	-	1,305,875	1,606,185
11 Lancelin Community Sport and Recreation Reserve	79,513	290	225	_	-	57,017		22,786	79,740
13 Community Infrastructure	2,125	10	265	112,801	104,551	10,479	2,858	104,457	104,083
14 Staff Housing Reserve	33,464	157	95				-	33,621	33,559
15 Future Infrastructure Reserve	589,137	2,391	1,786	38,020	38,020	209,103	61,103	420,445	567,840
15 Guilderton Country Club Reserve	14,494	43	41		-			14,537	14,535
17 Coastal Management Reserve - Coastal Inundation		-	417	146,460	213,746	21,710	21,772	124,750	192,391
18 Guilderton Foreshore Reserve			85	29,811	29,811		29,811	29,811	85
19 Unspent Grants Reserve			39	13,674	13,674	5,000	8,699	8,674	5,014
21 Seniors Housing Reserve		- 10	231	80,957	80,957			80,957	81,188
22 Gingin Railway Station Reserve	-	/al	16	5,731	5,731			5,731	5,747
23 Subdivisions Reserve	_	-	133	32,170	46,800	43,828	32,261	- 11,658	14,672
24 Contributions to Roads Reserve		-	2,909	1,021,384	1,021,384	973,384	100,000	48,000	924,293
25 Public Open Space	-				26,050			2	26,050
26 Guilderton Trailer Parking Reserve	-				29,811	-	-		29,811
	5,553,210	20,452	20,418	1,639,097	2,419,444	2,840,212	1,196,865	4,372,547	6,796,207



Shire of Gingin Statement of Financial Activity
For The Period 1 July 2020 to 30 June 2021

Net Current Assets

	Actual YTD	Balance Forwarded
CURRENT ASSETS:		
Cash - Unrestricted	2,649,482	2,251,921
Cash - Restricted Reserves	6,796,207	5,553,210
Cash - Restricted General	0	1,669,661
Rates - Current	1,119,736	1,496,464
Sundry Debtors	1,400,424	516,483
Self-Supporting Loan Debtors	0	2182
Inventories	40,181	30,607
Total Current Assets	12,006,029	11,520,528
LESS: CURRENT LIABILITIES		
Payables	(1,307,838)	(872,707)
Employee Provisions	(950,200)	(981,546)
Contract Liability	(421,147)	(1,950,161)
Accrued interest	(22,298)	(24,835)
Right of Use Assets - Lease Liability	(41)	(2,330)
Long Term Borrowings (Current)	(0)	(222,197)
Bonds & Deposits	(566,939)	(523,366)
Total Current Liabilities	(3,268,463)	(4,577,142)
Total Net Assets	8,737,566	6,943,386
Less: Cash - restricted reserves	(6,796,207)	(5,553,210)
Less: Self Supporting Loan Debtors	0	(2,182)
Add: Long Term Borrowings (Current)	0	222,197
Add: Lease Liability	41	2,331
NET CURRENT ASSET POSITION	1,941,400	1,612,520

Shire of Gingin Statement of Financial Activity For the Period 1 July 2020 to 30 June 2021

Rating Information

Rating Inform	ation	Rates - Property Count	Rateable Value	General Rate	Minimum Rate	Interim Rate	Ex Gratia Rates	Other	TOTAL
03010005 Grv - Townsites	8.7511			2,281,779					2,281,779
3010006 Grv - Other	8.7511			1,302,836					1,302,836
3010010 Uv - Rural	0.4965			1,314,917					1,314,917
3010015 Uv - Other	0.4965			9,294					9,294
3010018 Uv - Intensive	0.9245			669,329					669,329
3010025 Grv - Townsites	@ \$1110				1,201,020				1,201,020
3010026 Grv - Other	@ \$1110				853,590				853,590
3010030 Uv - Rural	@ \$1400				529,200				529,200
3010035 Uv - Other	@ \$1400				44,800				44,800
3010038 Uv - Intensive	@ \$2548				272,636				272,636
3010045 Interim Rates						46,361			46,361
3010046 Interims - Back Rat	tes					763			763
3010078 Concession - Inter	isive							-137,029	-137,029
				5,578,155	2,901,246	47,124		-137,029	8,389,496
OTAL				5,578,155	2,901,246	47,124		-137,029	8,389,496
								Ex Gratia Rates	5,197
									\$8,394,693

Shire of Gingin Statement of Financial Activity
For the Period 1 July 2020 to 30 June 2021

Trust Funds

Trust Type	Opening Balance	Amount Received	Amount Paid	Closing Balance
Bond	6,067			6,067
Community Groups Trust	1,569			1,569
Dorothy Wedge Trust	6,405			6,405
Landscaping Bond	13,113		- 6,419	6,694
Other Bonds/Trusts	4,546	300	- 297	4,549
Public Open Space	46,218	26,050	- 60,942	11,326
TOTAL	77,918	26,350	- 67,658	36,610

Shire of Gingin Statement of Financial Activity For The Period 1 July 2020 to 30 June 2021

Investments

FUND % (OF TOTAL E	EAL DATE	DATE MATURE	BANK	ANNUAL YIELD	PERIOD START	\$ CHANGE IN VALUE	\$ PERIOD END	REFERENCE



12.2 LIST OF PAID ACCOUNTS FOR THE PERIOD ENDING 31 JULY 2021

File	FIN/25
Author	Tania Ladner – Finance Support Officer (Fixed Term)
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to note the payments made in July 2021.

BACKGROUND

Council has delegated authority to the Chief Executive Officer (CEO) to exercise the power to make payments from the Municipal Fund. The CEO is required to present a list to Council of those payments made since the last list was submitted.

COMMENT

Accounts totalling \$2,051,172.29 were paid during the month of July 2021.

A detailed payment schedule has been provided to Councillors and can be made available to the public for viewing at the Shire's Gingin Administration Centre and Lancelin Office upon request. The schedule covers:

•	Municipal Fund electronic funds transfers (EFT)	\$1,548,481.19
•	Municipal Fund cheques	\$150.00
•	Municipal Fund direct debits	\$127,148.23
	·	\$1,675,779.42





Bank Statement

Bank fees and charges	\$2,728.11
 Wages and salaries 	\$278,646.01
Police licensing	\$94,018.75
	\$375,392.87
Total Municipal Expenditure	\$2,051,172.29
Total Trust Fund Expenditure	\$0.00
Total Expenditure	\$2,051,172.29

All invoices have been verified, and all payments have been duly authorised in accordance with Council's procedures.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995 s.6.4 - Financial Report

Local Government (Financial Management) Regulations 1996 Reg. 13 – Payments from municipal fund or trust by CEO

Shire of Gingin Delegation Register - Delegation 2.1 Payment of Creditors

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Resource requirements are in accordance with existing budgetary allocations.



STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule SECONDED: Councillor Morton

That Council note all payments made by the Chief Executive Officer under Delegation 2.1 for July 2021 totalling \$2,051,172.29 as detailed in the schedule provided to Councillors comprising:

•	Municipal Fund electronic funds transfers (EFT)	\$1,548,481.19
•	Municipal Fund cheques	\$150.00
•	Municipal Fund direct debits	\$127,148.23

Bank Statement

•	Bank fees and charges	\$2,728.11
•	Wages and salaries	\$278,646.01
•	Police licensing	\$94,018.75

Trust Fund 0.00

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ///





12.3 ADOPTION OF THE 2021/22 SHIRE OF GINGIN BUDGET

File	FIN/46-2122
Author	Ziggy Edwards - Manager Corporate and Community Services
Reporting Officer	Les Crichton - Executive Manager Corporate and Community Services
Refer	N/A
Appendices	 Balanced Gingin 2021-22- Statutory- Budget After Council Changes and at 130821 [12.3.1 - 31 pages] Capital Roadworks Budget 2021-22 [12.3.2 - 1 page] Plant Replacement Program 2020-21 Actuals plus 2021-22 Budget [12.3.3 - 2 pages] 2021-22 Fees and Charges [12.3.4 - 19 pages] Policy 3 16 Rates Concession for Split Use Differential UV Intensive/UV General Properties [12.3.5 - 2 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider and adopt the Shire of Gingin Municipal Fund Budget for the 2021/22 Financial Year together with the supporting schedules, including imposition of rates and minimum payments, adoption of fees and charges, setting of Elected Member fees for the year and other consequential matters arising from Budget papers.

BACKGROUND

The draft 2021/22 Budget (Appendix 12.3.1)has been prepared in accordance with the presentations made to Councillors at Briefing Sessions during July and August 2021 and in the format prescribed in the *Local Government Act 1995* and the *Local Government (Financial Management) Regulations 1996.*

This Budget continues to provide a diverse range of services to the community while allocating operating surpluses to asset renewal. In brief, the 2021-22 Budget:

- currently assumes a brought forward surplus of \$2.074M;
- proposes a rate increase of 5.00%;
- provides a cash operating surplus of \$1.26M;
- requires \$0.992M of Reserve Funding;
- transfers \$0.451M to Reserves;
- uses \$8.6M in contributions for asset development;





- receives \$164,000 in proceeds from asset sales;
- provides additional borrowing of \$350,000;
- proposes capital expenditure of \$13.065M; and
- provides a year end surplus of \$0.

COMMENT

The draft 2021/22 Budget is based upon the principles contained within the Strategic Community Plan 2019-2029 (SCP) adopted by Council on 21 May 2019 and the Corporate Business Plan 2020-2024 (CBP) adopted by Council on 18 May 2021, but recognises the ongoing impact of the COVID-19 pandemic.

The Budget has been prepared to include information required by the *Local Government Act 1995*, the *Local Government (Financial Management) Regulations 1996* and the Australian Accounting Standards. The main features of the draft Budget include the following:

- The Budget has been prepared with a proposed 5% increase in rates to fund operations, renewal, and investment.
- Fees and Charges have been reviewed for 2021/22 and have been set to achieve a reasonable recovery of costs from users, accepting in many cases full cost recovery is not achievable or affordable.
- Domestic and commercial waste charges are itemised separately in the Fees and Charges Schedule, however waste charges will remain unchanged for the 2021/22 budget.
- Of the \$32.33M in expenditure, \$13.06M will be spent on capital works with the remainder going towards operating costs, transfer to reserves, and debt reduction.
- Council will invest \$198,857 and partner with community groups to deliver a number of projects to benefit the community. In 2021/22, these are as follows:

Applicant	Project Description	Amount
Fund	ling Assistance Grants (\$51,000)	
Ellen Brockman Integrated	Landcare in the greater Gingin Brook	\$15,000
Catchment Group	Catchment	
Gingin CRC	Tourism Initiative	\$10,000
Lancelin CRC	Tourism Initiative	\$10,000
Gingin District High School	Youth Care Chaplaincy Services	\$5,000
Rural Watch Scheme	Lower Coastal Neighbourhood Watch	\$1,000
	Meetings	
Lower Moore River Working	Moore River maintenance	\$5,000
Group		
Moore River Council	Environmental services	\$5,000





	Community Grants (\$54,916)	
Lancelin Primary School	Leadership Program	\$1,000
Woodridge Community Club	Woodridge Spring Fair	\$5,500
Ledge Point Country Club	Community Events	\$7,000
Lancelin Primary School P & C	Monster Fete	\$1,000
Moore River Catchment Council	Pyp Grass Removal	\$8,170
Gingin- Chittering Lions Club	Train Refurbishment	\$2,415
Neergabby Community Association	Fireworks 2021	\$5,100
Gingin CRC	Rock n Arts in the Park	\$5,153
Gingin CRC	Easter Hunt 2022	\$983
Koorunga & Bindoon Belles	2022 CWA State Conference	\$6,095
Guilderton Community Association	Movie in the Park	\$2,500
Lancelin District Community Association	Beach Shelter and Walkway	\$10,000
Р	ublic Liability Grants (\$4,441)	
Pensioners Social Club	Public Liability Insurance up to 50%	\$246
Moore Clothes	Public Liability Insurance up to 50%	\$500
Guilderton Community Assoc.	Public Liability Insurance up to 50%	\$500
Lancelin Community Health Forum	Public Liability Insurance up to 50%	\$319
Seabird Progress and Sporting Association	Public Liability Insurance up to 50%	\$500
Seaview Park Progress Association Inc.	Public Liability Insurance up to 50%	\$306
The Stable Fly Action Group Inc.	Public Liability Insurance up to 50%	\$321
Woodridge Community Association	Public Liability Insurance up to 50%	\$331
Neergabby Community Association	Public Liability Insurance up to 50%	\$306
Redfield Park Community Association	Public Liability Insurance up to 50%	\$322
Moore Men's Shed	Public Liability Insurance up to 50%	\$462



Sovereign Hill Community Association	Public Liability Insurance up to 50%	\$328
	Budget Requests (\$64,500)	
Gingin Bowling Club	Grounds upgrade	\$50,000
Gingin CRC	British Car Day	\$14,500
	Other (\$24,000)	
St John's Ambulance	Contribution to vehicle changeovers	\$24,000
Total		\$198,857

- Principal additional grant funding for the year is estimated as follows:
 - Secondary Freight Network \$2,122,202
 - Roads to Recovery \$582,111
 - Regional Road Group Funding \$737,436
 - Regional Road Safety Program \$208,985
 - Emergency Services Levy Capital Grant \$2,220,000 for Vehicles and \$1,901,319 for Buildings for a total of \$4,129,319.
 - Emergency Services Levy Operational Grant \$245,990
- The Capital Works Program totaling \$13.065 million represents an investment in roads, footpaths, parks and ovals, other infrastructure, land, buildings, plant and equipment and furniture and equipment (Appendices 12.3.2 & 12.3.3).
- An estimated \$2,074,254 in Municipal Funds is anticipated to be brought forward from 30 June 2020 including carried forward works. This is unaudited and may change which will be addressed as part of a future Budget Review.
- A Roads Program consisting of sealed and unsealed road works within the Shire provides for \$6.09M of improvements.

Rates

Since 2011 Council has adopted a differential rating system with the categories being Gross Rental Value (GRV) Townsites/GRV Other, Unimproved Value (UV) Rural/UV Other and UV Intensive.

This budget proposes removal of the concession currently made available to UV Intensive category properties, which based on the proposed rating (detailed in the table below) equates to \$150,000 subsidised by all other ratepayers. Implemented in 2011/12, this concession negates the intent of the objective sought by introduction of the UV Intensive rating category to align the rating revenue with the greater infrastructure demand of the higher intensive agricultural activity. A reduction in the UV Intensive rate-in-the-\$ has been applied to reduce the impact on removal of this concession,





With no Gross Rental Valuations (GRV) revaluation undertaken this year, this increase is reflected in a 5% increase in the rate-in-the-\$ applied to all GRV properties and minimums.

Unimproved Valuation (UV) properties however are subject to an annual revaluation process which this year has seen an overall increase in valuations of 0.87%, with the Valuer General advising greater increases were experienced within the larger broad-acre and horticulture operations compared to smaller rural holdings. Application of the 5% increase was applied on an adjusted rate-in-the-\$ to account for this revaluation.

The following table provides an outline:

	Proposed Diff	erential Rates 2	2021/22	
Differential General Rate Category	UV Rate in Dollar	GRV Rate in Dollar	Minimum Rate	Income
GRV Townsites & GRV Other		\$0.091887	\$1,166	\$5,946,680
UV Rural & UV Other	\$0.005119		\$1,470	\$2,057,251
UV Intensive	\$0.007614		\$2,675	\$889,924
		Sub Total		\$8,889,658
Less Intensive Concession				0
Interim Rates				-\$17,000
Ex gratia Rates				\$5,197
				\$8,882,052

In accordance with Section 6.45 of the *Local Government Act 1995*, Council offers the following options for the payment of rates by instalments:

One Instalment

Payment in full must be received by the Shire of Gingin within 35 days of the issue date of the annual rate notice. Payment must be received by the Shire of Gingin on or before 6 October 2021.

Two Instalments

The first instalment of 50% of the total current rates plus the total outstanding arrears is payable within 35 days of the issue date of the annual rate notice. Payment must be received by the Shire of Gingin on or before 6 October 2021.

The second instalment of 50% of the total current rates must be received by the Shire of Gingin on or before 7 February 2022.





Four Instalments

The first instalment of 25% of the total current rates plus the total of any outstanding arrears is payable within 35 days of the issue date of the annual rate notice. Payment must be received by the Shire of Gingin on or before 6 October 2021.

The second instalment of 25% of the total current rates is payable and must be received by the Shire of Gingin by 6 December 2021.

The third instalment of 25% of the total current rates is payable and must be received by the Shire of Gingin by 7 February 2022.

The fourth instalment of 25% of the total current rates is payable and must be received by the Shire of Gingin by 7 April 2022.

Interest Charges

Interest is charged at 7% per annum, calculated daily, to all outstanding rate assessments that remain unpaid on 6 October 2021.

Interest is payable, at a rate of 5.5% per annum calculated daily, with respect to any of the instalment options other than one instalment. This reflects the loss of investment income to Council by offering the instalment scheme.

In accordance with the Local Government (COVID-19 Response) Ministerial Order 2020 and Council's Policy 1.39 COVID-19 Financial Hardship, interest cannot be applied to an excluded person who has been determined by the Shire as suffering financial hardship as a consequence of the COVID-19 pandemic.

Administration Charges

This year no administration charge is payable by ratepayers electing to utilise either the two or four instalment options, and a flat fee of \$30.00 will apply to any ratepayer wishing to negotiate alternative instalment payments.

Levying of 2021/22 Refuse Collection Charges

Local governments have a statutory obligation under the *Waste Avoidance and Resource Recovery Act 2007* to collect domestic waste. The Act permits recovery of the cost of providing this service through a separate charge.

It is proposed that refuse collection charges will remain unchanged from the 2020/21 financial year as detailed below.





Charge Type	Description	2020/21	2021/22
Waste Management Fee (UV Property Owners)	Per Assessment Includes Annual Tip Pass	\$114	\$114
Waste Management Fee (GRV Property Owners)	Per Assessment Includes Annual Tip Pass	\$114	\$114
Rubbish Collection/Sanitary Disposal	Residential or Rural/Residential and Rural (Rural upon application for collection on route of Contractor)	\$226	\$226
	Additional Rubbish Collection Service	\$226	\$226

Emergency Services Levy

In accordance with the *Fire and Emergency Services Act 1998* the Shire of Gingin, together with all other local governments within Western Australia, is required to impose an Emergency Services Levy (ESL) for the 2021/22 financial year in accordance with the rates as per the tables below:

		Minimum and Maximum ESL Charges by Property Use			
ESL Category	Rate in \$ ESL	Residential,	Farming and	Commercial,	Industrial and
	Rate	Vacant Land		Miscell	aneous
	(Per \$GRV)	Minimum	Maximum	Minimum	Maximum
4	\$0.005424	\$88	\$156	\$88	\$89,000
5	Fixed Charge	\$88	\$88	\$88	\$88
	\$88				
Mining	Fixed Charge	\$88	\$88	\$88	\$88
Tenements	\$88				

This is not a Shire of Gingin Levy.

Voluntary Coastal Erosion Levy

Provision for the Voluntary Coastal Erosion Levy has been removed from the 2021/22 draft budget. In accordance with Council's 15 June 2021 direction, a provision for transfer of \$100,000 to the Coastal Management Reserve has been included in the 2021/22 budget for future funding of coastal erosion protection projects.





Consultation

Whilst no specific consultation has been entered into with respect to the draft 2021/22 Budget, community consultation and engagement has previously taken place during recent community workshops held as part of the Strategic Community Plan review process.

In addition, the community grants component of the Budget was advertised to community groups through direct email and correspondence on 1 February 2021, closing on 19 March 2021.

Internal consultation has occurred between the divisions and Executive Management Team, together with briefings and discussions with Elected Members at previous Briefing Sessions in July and August 2021.

Triple Bottom Line Assessment

Economic Implications

The draft 2021/22 Budget applies sound financial management and accounting principles and is considered to deliver a sustainable service outcome for the community and Council.

A range of factors influence the cost of the Shire's operations, some beyond Council's direct control. Despite the COVID-19 pandemic:

- CPI (Perth) grew at 1.4% for the quarter to March 2021; and
- Nationally the Wages Price Index rose 1.5% for the year to 31 March 2021.

Social Implications

The draft 2021/22 Budget delivers social outcomes via diverse community services, the provision of building and community infrastructure and financial support to community organisations throughout the Shire.

Environmental Implications

The draft 2021/22 Budget supports key environmental strategies and initiatives adopted by Council.

Comment

The draft 2021/22 Budget continues to deliver on other strategies adopted by Council and maintains a high level of service across all programs while ensuring an increased focus on road and associated infrastructure as well as on renewing all assets at sustainable levels.





Adoption of Material Variance

As Councillors would be aware, each year a Material Variance must be adopted to assist in reviewing the Monthly Financial Statements and the Annual Budget Review.

In accordance with Regulation 34 of the *Local Government (Financial Management)* Regulations 1996, each Council must adopt a percentage over which a Budget variance would be considered material when it reviews the monthly statements of financial activities and accepts the Annual Budget Review.

Over the past eight financial years, Council has adopted a Material Variance of 10% or \$20,000, whichever is the greater amount. This amount is again recommended for the 2021/22 Financial Year.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995 Local Government (Financial Management) Regulations 1996 Waste Avoidance and Resource Recovery Act 2007 Building Regulations 2012

POLICY IMPLICATIONS

Council has several financial policies which have been taken into consideration in the Budget process, including its policies on investments, assets, treatment of income and expenditure and rate arrears.

As detailed within the rating section, this budget proposes removal of the concession currently available to the UV Intensive rating category. To align Council's policies with this intent, it is proposed Policy 3.16 - Rates Concession for Split Use Differential UV Intensive/UV General Properties (Appendix 12.3.5) be repealed.

BUDGET IMPLICATIONS

Specific financial implications are outlined in the Comment section of this Report and as itemised in the draft 2021/22 Budget for adoption.





STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance	
Objective	5. To demonstrate effective leadership, governance, and advocacy	
	on behalf of community	
Outcome	5.1 Values	
	Our Organisational/ Business Values are demonstrated in all that	
	we do	
Key Service Area	Financial Management	
Priorities	Increase the focus on future financial sustainability to cater for	
	anticipated growth	

VOTING REQUIREMENTS - ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule SECONDED: Councillor Vis

That Council:

Part A – Municipal Fund Budget for 2021/22

- 1. Pursuant to the provisions of Section 6.2 of the *Local Government Act 1995* and Part 3 of the *Local Government (Financial Management) Regulations 1996*, adopt the Municipal Fund Budget (as contained in Appendix 1) for the Shire of Gingin for the 2021/22 financial year, including the following:
 - Statement of Comprehensive Income by Nature or Type on Page 2 of Appendix 1 showing a net result for that year of \$5,291,196;
 - Statement of Comprehensive Income by Program on Page 4 of Appendix 1 showing a net result for that year of \$5,291,196;
 - Statement of Cash Flows on Page 6 of Appendix 1;
 - Rate Setting Statement by Program on Page 7 of Appendix 1 showing an amount required to be raised from rates of \$8,876,855;
 - Notes to and forming part of the Budget on Pages 8 to 32 of Appendix 1;
 - Transfers to/from Reserve Accounts as detailed at Note 8 on Page 27 of Appendix 1; and
 - In accordance with section 6.34 of the *Local Government Act 1995* and Clause 10 of Local Government (COVID-19 Response) Ministerial Order 2020 gazetted on 8 May 2020, the revenue estimated to be yielded by the general rates imposed for the 2021/22 financial year will be \$8,956,606 that is no less than 80% and no more than 110% of the 2021/22 Budget deficiency.





Part B - Rates and Charges

- 2. Pursuant to Sections 6.32, 6.33, 6.34 and 6.35 of the *Local Government Act* 1995, impose by Absolute Majority the following differential general rates and minimum payments on Gross Rental and Unimproved Values for the 2021/22 Financial Year.
 - i. GRV Townsites and GRV Other 9.1887 cents in the dollar
 - ii. UV Rural and UV Other 0.5119 cents in the dollar
 - iii. UV Intensive 0.7614 cents in the dollar

Minimum Payments

- i. GRV Townsites and GRV Other \$1,166
- ii. UV Rural and UV Other \$1,470
- iii. UV Intensive \$2,675
- 3. Pursuant to Section 66 of the *Waste Avoidance and Resources Recovery Act 2007*, impose a Waste Collection Rate (Waste Management Rate) of {resolution}.0005 on the Gross Rental Value or Unimproved Value of the land, with a Minimum Rate of \$114.00 per assessment.
- 4. Pursuant to Section 67 of the *Waste Avoidance and Resources Recovery Act 2007*, impose the following charges for collection of putrescibles and recycling domestic and commercial waste:
 - Residential, Rural Residential or Rural Premises (Rural upon application for collection on route of Contractor)
 240ltr bin per weekly putrescible waste and 240ltr bin per fortnight recycling collection \$226/pa;
 - Additional Weekly Collection
 240ltr bin per weekly putrescible waste and 240ltr bin per fortnight recycling collection \$226/pa; and
 - Commercial Premises
 240ltr bin per weekly putrescible waste and 240ltr bin per fortnight recycling collection \$226/pa.
- 5. Pursuant to Section 36B and 36L of the *Fire and Emergency Services Act 1998*, impose a 2021/22 Emergency Services Levy as follows:

Minimum and Maximum ESL Charges by
Property Use



ESL Category	Rate in \$ Residential, Farming Commercial, ESL Rate and Vacant Land and Miscellar		, ,		*
	(Per \$GRV)	Minimum	Maximum	Minimum	Maximum
4	{resolution}.005424	\$88	\$156	\$84	\$89,000
5	Fixed Charge \$88	\$88	\$88	\$88	\$88
Mining Tenements	Fixed Charge \$88	\$88	\$88	\$88	\$88

6. Pursuant to Section 6.45(3) of the *Local Government Act 1995* and Clause 13 of the Local Government (COVID-19 Response) Ministerial Order 2020, impose a flat fee of \$30.00 on any ratepayer on approved payment plan and an interest rate of 5.5% applicable to rate and service charge instalment arrangements.

This additional charge and interest rate cannot be applied to an excluded person, as defined in the Local Government (COVID-19 Response) Ministerial Order 2020, who has been determined as suffering financial hardship as a consequence of the COVID-19 pandemic in accordance with Council Policy 1.39 COVID-19 Financial Hardship Policy.

7. Pursuant to Section 6.45 of the *Local Government Act 1995* and Regulation 64(2) of the *Local Government (Financial Management) Regulations 1996*, set the following Rate Instalment Options and Due Dates for the 2021/22 financial year:

Payment in full

One payment with no interest or instalment charges if paid on or before 6 October 2021 (35 days after the date of the service appearing on the rate notice).

Payment by two instalments

First half instalment due date
Second half instalment due date
7 February 2022

Payment by four instalments

First quarterly instalment due date: 6 October 2021
Second quarterly instalment due date: 6 December 2021
Third quarterly instalment due date: 7 February 2022
Fourth quarterly instalment due date: 7 April 2022

8. Pursuant to Section 6.45 of the *Local Government Act 1995* and Regulation 67 of the *Local Government (Financial Management) Regulations 1996*, impose an instalment administration charge of {resolution}.00 per instalment, after the initial





instalment is paid, where the ratepayer has elected to pay rates (and service charges) through an instalment option.

9. Pursuant to Section 6.45 of the *Local Government Act 1995* and Regulation 68 of the *Local Government (Financial Management) Regulations 1996,* impose an interest rate of 5.5%pa where the owner has elected to pay rates and service charges through an instalment option.

This interest rate cannot be applied to an excluded person, as defined in the Local Government (COVID-19 Response) Ministerial Order 2020, who has been determined by the Shire of Gingin as suffering financial hardship as a consequence of the COVID-19 pandemic.

10. Impose by Absolute Majority, in accordance with section 6.51(1) of the *Local Government Act 1995* and clause 14 of the Local Government (COVID-19 Response) Ministerial Order 2020 gazetted on 8 May 2020, an interest rate of 7%pa for rates and costs of proceedings to recover such charges that remain unpaid after becoming due and payable.

This interest rate cannot be applied to an excluded person, as defined in the Local Government (COVID-19 Response) Ministerial Order 2020, who has been determined by the Shire of Gingin as suffering financial hardship as a consequence of the COVID-19 pandemic.

Part C - Fees and Charges

- 11. Pursuant to Section 6.16 of the *Local Government Act 1995*, adopt the Schedule of Fees and Charges included as Appendix 12.3.4.
- 12. Pursuant to the Salaries and Allowances Tribunal Determination, adopt the following annual fees for payment of Councillors in lieu of individual meeting attendance fees:

a. President \$15,000; and

b. Councillors \$8,000.

- 13. Pursuant to the Salaries and Allowances Tribunal Determination, adopt an Information Communication Technology Allowance of \$2,000 per Councillor.
- 14. Pursuant to the Salaries and Allowances Tribunal Determination, adopt the following annual local government allowances to be paid in addition to the annual meeting allowance:

a. President

\$16.000: and





- b. Deputy President \$4,000
- 15. Pursuant to Regulation 53 of the *Building Regulations 2012*, impose a Swimming Pool Inspection Levy of \$57.45 (including GST) on each owner or occupier of land on which there is a swimming pool, for the 2021/22 financial year.
- 16. Pursuant to Section 53 of the *Cemeteries Act 1986*, adopt the fees and charges for the Gingin Cemetery included as Appendix 12.3.4.

Part D - Material Variance Reporting for 2021/22

18. Pursuant to Regulation 34(5) of the *Local Government (Financial Management)*Regulations 1996 and AASB 1031 Materiality, adopt a variance of 10% and a minimum of \$20,000 to be used in the in the Statements of Financial Activity for reporting material variances for the 2021/22 financial year.

Part E - Policy Amendment

19. Repeal Policy 3.16 - Rates Concession for Split Use Differential UV Intensive/UV General Properties as shown at Appendix 12.3.5.

CARRIED BY ABSOLUTE MAJORITY 8 / 0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ///



SHIRE OF GINGIN

BUDGET

FOR THE YEAR ENDED 30 JUNE 2022

LOCAL GOVERNMENT ACT 1995

TABLE OF CONTENTS

Statement of Comprehensive Income by Nature or Type	2
Basis of Preparation	3
Statement of Comprehensive Income by Program	2
Statement of Cash Flows	6
Rate Setting Statement	7
Index of Notes to the Budget	8

SHIRE'S VISION

"We are a welcoming and progressive community that celebrates its diversity and unique rural & coastal environment"

SHIRE OF GINGIN
STATEMENT OF COMPREHENSIVE INCOME
BY NATURE OR TYPE
FOR THE YEAR ENDED 30 JUNE 2022

Revenue Rates 1(a) Operating grants, subsidies and contributions 10(a) Fees and charges 9 Interest earnings 12(a) Other revenue 12(b) Expenses Employee costs	\$ 8,882,052	Actual \$ 8,394,694	Budget \$
Rates 1(a) Operating grants, subsidies and contributions 10(a) Fees and charges 9 Interest earnings 12(a) Other revenue 12(b) Expenses Employee costs		·	\$
Rates 1(a) Operating grants, subsidies and contributions 10(a) Fees and charges 9 Interest earnings 12(a) Other revenue 12(b) Expenses Employee costs	8,882,052	8,394,694	
Operating grants, subsidies and contributions 10(a) Fees and charges 9 Interest earnings 12(a) Other revenue 12(b) Expenses Employee costs	8,882,052	8,394,694	
contributions 10(a) Fees and charges 9 Interest earnings 12(a) Other revenue 12(b) Expenses Employee costs			8,366,400
Fees and charges 9 Interest earnings 12(a) Other revenue 12(b) Expenses Employee costs			
Interest earnings 12(a) Other revenue 12(b) Expenses Employee costs	2,165,791	3,848,887	2,220,668
Other revenue 12(b) Expenses Employee costs	3,828,800	4,108,247	4,191,433
Expenses Employee costs ((137,444	147,482	201,000
Expenses Employee costs (196,287	55,323	108,993
Employee costs (5,210,374	16,554,633	15,088,494
' '			
	6,390,737)	(5,703,352)	(6,178,914)
Materials and contracts (5,709,570)	(5,503,749)	(5,247,321)
Utility charges	(445,615)	(433,729)	(432,884)
Depreciation on non-current assets 5 (4,922,951)	(3,066,125)	(4,922,878)
Interest expenses 12(d)	(105,341)	(108,386)	(110,075)
Insurance expenses	(341,215)	(450,686)	(467,076)
Other expenditure	(606,109)	(328,541)	(422,656)
(1)	8,521,538)	(15,594,568)	(17,781,804)
Subtotal (:	3,311,164)	960,065	(2,693,310)
Non-operating grants, subsidies and			
contributions 10(b)	8,602,360	7,794,545	12,774,739
Profit on asset disposals 4(b)	0	73,706	0
Loss on asset disposals 4(b)	0	(73,266)	0
	8,602,360	7,794,985	12,774,739
Net result	5,291,196	8,755,050	10,081,429
	0,201,100	0,100,000	. 0,00 .,0
Other comprehensive income			
Changes on revaluation of non-current assets	0	0	0
Total other comprehensive income	0	0	0
Total comprehensive income			

This statement is to be read in conjunction with the accompanying notes.

SHIRE OF GINGIN FOR THE YEAR ENDED 30 JUNE 2022

BASIS OF PREPARATION

The budget has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act* 1995 and accompanying regulations.

The Local Government Act 1995 and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The Local Government (Financial Management) Regulations 1996 specify that vested land is a right-of-use asset to be measured at cost. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost rather than at fair value. The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero

Accounting policies which have been adopted in the preparation of this budget have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the budget has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire of Gingin controls resources to carry on its functions have been included in the financial statements forming part of this budget.

In the process of reporting on the local government as a single unit, all transactions and balances between those Funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 13 to the budget.

2020/21 ACTUAL BALANCES

Balances shown in this budget as 2020/21 Actual are estimates as forecast at the time of budget preparation and are subject to final adjustments.

CHANGE IN ACCOUNTING POLICIES

On the 1 July 2021 no new accounting policies are to be adopted and no new policies are expected to impact the annual budget.

KEY TERMS AND DEFINITIONS - NATURE OR TYPE

REVENUES

RATES

All rates levied under the Local Government Act 1995. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

SERVICE CHARGES

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services.

Excludes rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

PROFIT ON ASSET DISPOSAL

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

REVENUES (CONTINUED)

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

FEES AND CHARGES

Revenue (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, and rebates. Reimbursements and recoveries should be separated by note to ensure the correct calculation of ratios.

EXPENSES

EMPLOYEE COSTS

All costs associated with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets includes loss on disposal of long term investments.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation and amortisation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

SHIRE OF GINGIN
STATEMENT OF COMPREHENSIVE INCOME
BY PROGRAM
FOR THE YEAR ENDED 30 JUNE 2022

	NOTE	2021/22 Budget	2020/21 Actual	2020/21 Budget
Revenue	1,9,10(a),12(a),12(b)	\$	\$	\$
Governance		5,000	16,225	2,000
General purpose funding		10,039,459	8,709,026	9,500,914
Law, order, public safety		701,850	810,491	708,280
Health		55,850	377,123	723,500
Education and welfare		9,500	179,283	108,787
Housing		112,764	193,024	12,000
Community amenities		1,921,561	2,058,640	1,916,080
Recreation and culture		120,604	631,867	257,668
Transport		423,403	1,506,747	207,514
Economic services		1,664,432	1,777,910	1,428,651
Other property and services		155,951	294,297	223,100
Canal property and connect		15,210,374	16,554,633	15,088,494
Expenses excluding finance costs	4(a),5,12(c)(e)(f)(f)	. 0, = . 0, 0	. 0,00 .,000	. 0,000, . 0 .
Governance	1(4),0,12(0)(0)(1)(1)	(1,547,686)	(1,815,848)	(1,160,411)
General purpose funding		(536,863)	(421,076)	(474,767)
Law, order, public safety		(1,611,046)	(2,194,586)	(1,794,849)
Health		(648,909)	(950,732)	(993,855)
Education and welfare		(256,382)	(273,090)	(226,486)
		(86,484)	(41,752)	(41,645)
Housing Community amonities		(3,119,999)	(2,306,984)	(3,146,395)
Community amenities		,	,	, ,
Recreation and culture		(3,943,435)	(2,191,326)	(3,784,908)
Transport		(4,030,718)	(2,442,424)	(4,060,146)
Economic services		(1,560,829)	(2,781,325)	(1,270,147)
Other property and services		(1,073,846)	(67,039)	(718,120)
Finance costs	7,6(a),12(d)	(18,416,197)	(15,486,182)	(17,671,729)
Health		(6,105)	(7,254)	(8,070)
Community amenities		(29,682)	(30,745)	(31,448)
Recreation and culture		(53,670)	(67,378)	(56,688)
Economic services		(1,319)	(1,963)	(2,345)
Other property and services		(14,565)	(1,046)	(11,524)
		(105,341)	(108,386)	(110,075)
Subtotal		(3,311,164)	960,065	(2,693,310)
Non-operating grants, subsidies and contributions	10(b)	8,602,360	7,794,545	12,774,739
Profit on disposal of assets	4(b)	0	73,706	0
(Loss) on disposal of assets	4(b)	0	(73,266)	0
(2000) 011 810,000. 01 8000.00	.(0)	8,602,360	7,794,985	12,774,739
Net result		5,291,196	8,755,050	10,081,429
Other comprehensive income			-	_
Changes on revaluation of non-current assets		0	0	0
Total other comprehensive income		0	0	0
Total comprehensive income		5,291,196	8,755,050	10,081,429

This statement is to be read in conjunction with the accompanying notes.

SHIRE OF GINGIN

FOR THE YEAR ENDED 30 JUNE 2022

KEY TERMS AND DEFINITIONS - REPORTING PROGRAMS

In order to discharge its responsibilities to the community, Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Shire's Community Vision, and for each of its broad activities/programs.

OBJECTIVE

GOVERNANCE

To provide a decision making process for the efficient allocation of scarce resources

GENERAL PURPOSE FUNDING

To collect revenue to allow for the provision of services

LAW, ORDER, PUBLIC SAFETY

To provide services to help ensure a safer and environmentally conscious community

HEALTH

To provide an operational framework for environmental and community health

EDUCATION AND WELFARE

To provide services to disadvantaged persons, the elderly, children and youth

HOUSING

To provide and maintain staff and other housing

COMMUNITY AMENITIES

To provide services required by the community

RECREATION AND CULTURE

To establish and effectively manage infrastructure and resource which will help the social well being of the community

TRANSPORT

To provide safe, effective and efficient transport services to the community

ECONOMIC SERVICES

To help promote the shire and its economic wellbeing

OTHER PROPERTY AND SERVICES

To monitor and control Shire's overheads operating accounts

ACTIVITIES

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific council services.

Rates, general purpose government grants and interest revenue

Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services

Inspection of food outlets and their control, noise control and waste disposal compliance

Maintenance of playgroup centre, aged care housing and Wangaree Community Centre. Provision and maintenance of youth services

Provision and maintenance of staff and other housing

Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences

Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library and other cultural facilities

Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.

Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control

Private works operation, plant repair and operation costs and engineering operation costs, administration costs allocated and other unclassified works and services

SHIRE OF GINGIN
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2022

Stage		NOTE	2021/22 Budget	2020/21 Actual	2020/21 Budget
Rates 8,893,855 8,834,864 8,366,400		NOIL	, and the second		
Receipts Rates 8,893,855 8,834,864 8,366,400 Operating grants, subsidies and contributions 1,732,841 1,559,052 2,220,667 Fees and charges 3,828,800 4,108,247 4,191,433 Interest received 137,444 147,482 201,000 Goods and services tax received 9 196,287 55,323 108,993 Payments Employee costs (6,390,737) (5,621,671) (6,178,914) Materials and contracts (5,709,570) (4,687,044) (5,247,321) Utility charges (445,615) (433,729) (10,075) Insurance paid (341,215) (450,686) (467,076) Other expenditure (606,109) (328,521) (422,655) Net cash provided by (used in) (343,588,577) (11,632,574) (12,858,925) Net cash provided by (used in) operating activities 3 1,190,640 2,889,400 2,229,568 CASH FLOWS FROM INVESTING ACTIVITIES Payments for purchase of property, plant & equipment <	CASH FLOWS FROM OPERATING ACTIVITIES		Ψ	Ψ	Ψ
Rates Operating grants, subsidies and contributions Fees and charges Interest received Interest received Other revenue Other revenue Payments Employee costs Materials and contracts Utility charges Interest expenses Interest expenses Interest received Other revenue Payments Employee costs Materials and contracts Office (5,709,570) Other expenses Other expenses Other expenses Other expenses Other expenses Other expenses Other expenditure Other expenditure Other expenditure CASH FLOWS FROM INVESTING ACTIVITIES Payments for construction of infrastructure Agaments for purchase of property, plant & equipment Agoments for onstruction of infrastructure Agaments for construction of infrastructure Agaments for purchase of property, plant & equipment Agaments for construction of infrastructure Agaments for construction of infrastructure Agaments for construction of infrastructure Agaments for cons					
Departing grants, subsidies and contributions 1,732,841 1,559,052 2,220,667 Fees and charges 3,828,800 4,108,247 4,191,433 Interest received 137,444 147,482 201,000 Goods and services tax received 196,287 55,323 108,993	•		8,893,855	8,834,864	8,366,400
Fees and charges					•
Interest received			3,828,800	4,108,247	4,191,433
Payments	•				
Payments			0	(182,994)	
Payments Cash provided by (used in) operating activities Sayments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) (10,000) (10,00	Other revenue		196,287	55,323	108,993
Employee costs			14,789,227	14,521,974	15,088,493
Employee costs (6,390,737) (5,621,671) (6,178,914) Materials and contracts (5,709,570) (4,687,044) (5,247,321) Utility charges (445,615) (433,729) (432,884) Interest expenses (105,341) (110,923) (110,075) Insurance paid (3341,215) (450,686) (467,076) Other expenditure (606,109) (328,521) (422,655) Other expenditure (606,109) (328,521) (422,655) Other expenditure (606,109) (328,521) (422,655) Other expenditure (3349,5887) (11,632,574) (12,858,925) Net cash provided by (used in) (13,598,587) (11,632,574) (12,858,925) Operating activities (33,036,466) (9,361,744) (12,062,667) Payments for purchase of property, plant & equipment 4(a) (5,700,954) (1,711,521) (6,582,668) Payments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) Non-operating grants, subsidies and contributions 10(b) 8,602,360 7,794,545 12,774,739 Proceeds from sale of plant and equipment 4(b) 164,000 253,273 253,545 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Net cash provided by (used in) (4,285,705) (3,014,868) (5,603,546) investing activities CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) 58,619 88,522 297,223 Financing activities (3,036,446) (36,946) (3,076,755) Net increase (decrease) in cash held (3,036,446) 9,474,792 9,424,688	Payments				
Utility charges	Employee costs		(6,390,737)	(5,621,671)	(6,178,914)
Interest expenses (105,341) (110,923) (110,075) Insurance paid (341,215) (450,686) (467,076) Other expenditure (606,109) (328,521) (422,655) Interest expenditure (606,109) (328,521) (422,655) Interest expenditure (13,598,587) (11,632,574) (12,858,925) Interest expenditure (14,285,686) (12,711,521) (12,858,925) Interest expenditure (14,285,686) (12,711,521) (12,858,925) Interest expenditure (14,285,686) (12,486,886) (12,486,886) Interest expenditure (14,285,686) (14,285,786) (14,285,786) (14,285,786) Interest expenditure (14,285,786) (14,285,786) (14,285,786) (14,285,786) (14,285,786) Interest expenditure (14,285,786) (14,285,7	Materials and contracts		(5,709,570)	(4,687,044)	(5,247,321)
Insurance paid (341,215) (450,686) (467,076) Other expenditure (606,109) (328,521) (422,655)	Utility charges		(445,615)	(433,729)	(432,884)
Other expenditure (606,109) (328,521) (422,655) Net cash provided by (used in) operating activities 3 1,190,640 2,889,400 2,229,568 CASH FLOWS FROM INVESTING ACTIVITIES Payments for purchase of property, plant & equipment 4(a) (5,700,954) (1,711,521) (6,582,668) Payments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) Non-operating grants, subsidies and contributions 10(b) 8,602,360 7,794,545 12,774,739 Proceeds from sale of plant and equipment 4(b) 164,000 253,273 253,545 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Net cash provided by (used in) investing activities (4,285,705) (3,014,868) (5,603,546) Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Ne	Interest expenses		(105,341)	(110,923)	(110,075)
Net cash provided by (used in) operating activities 3	Insurance paid		(341,215)	(450,686)	(467,076)
Net cash provided by (used in) operating activities 3	Other expenditure		(606,109)	(328,521)	(422,655)
CASH FLOWS FROM INVESTING ACTIVITIES 4(a) (5,700,954) (1,711,521) (6,582,668) Payments for purchase of property, plant & equipment 4(a) (7,364,664) (9,361,744) (12,062,667) Non-operating grants, subsidies and contributions 10(b) 8,602,360 7,794,545 12,774,739 Proceeds from sale of plant and equipment Proceeds on financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Net cash provided by (used in) investing activities (4,285,705) (3,014,868) (5,603,546) Proceeds from new borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities 58,619 88,522 297,223 Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year			(13,598,587)	(11,632,574)	(12,858,925)
CASH FLOWS FROM INVESTING ACTIVITIES Payments for purchase of property, plant & equipment 4(a) (5,700,954) (1,711,521) (6,582,668) Payments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) Non-operating grants, subsidies and contributions 10(b) 8,602,360 7,794,545 12,774,739 Proceeds from sale of plant and equipment 4(b) 164,000 253,273 253,545 Proceeds on financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Net cash provided by (used in) investing activities (4,285,705) (3,014,868) (5,603,546) Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities (3,036,446) (36,946) (3,076,755) <tr< td=""><td>Net cash provided by (used in)</td><td></td><td></td><td></td><td></td></tr<>	Net cash provided by (used in)				
Payments for purchase of property, plant & equipment	operating activities	3	1,190,640	2,889,400	2,229,568
Payments for purchase of property, plant & equipment					
Payments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) Non-operating grants, subsidies and contributions 10(b) 8,602,360 7,794,545 12,774,739 Proceeds from sale of plant and equipment 4(b) 164,000 253,273 253,545 Proceeds on financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Net cash provided by (used in) investing activities CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) 58,619 88,522 297,223 financing activities Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year	CASH FLOWS FROM INVESTING ACTIVITIES				
Non-operating grants, subsidies and contributions 10(b) 8,602,360 7,794,545 12,774,739 Proceeds from sale of plant and equipment 4(b) 164,000 253,273 253,545 Proceeds on financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Net cash provided by (used in) investing activities (4,285,705) (3,014,868) (5,603,546) CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities 58,619 88,522 297,223 Met increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688	Payments for purchase of property, plant & equipment	4(a)	(5,700,954)	(1,711,521)	(6,582,668)
Proceeds from sale of plant and equipment 4(b) 164,000 253,273 253,545 Proceeds on financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Net cash provided by (used in) investing activities (4,285,705) (3,014,868) (5,603,546) Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities 58,619 88,522 297,223 Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688	Payments for construction of infrastructure	4(a)	(7,364,664)	(9,361,744)	(12,062,667)
Proceeds on financial assets at amortised cost - self supporting loans Proceeds on disposal of financial assets at fair value through profit and loss Net cash provided by (used in) investing activities CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings Principal elements of lease payments Proceeds from new borrowings Net cash provided by (used in) Frincipal elements of lease payments Proceeds from new borrowings Net cash provided by (used in) financing activities Net increase (decrease) in cash held Cash at beginning of year 13,553 13,165 13,505 14,285,705) (3,014,868) (5,603,546) (3,014,868) (222,197) (222,197) (222,197) (222,197) (7,580) (31,995) (24,024) (7,580) (7,580) (24,024) (7,580) (259,386) (24,024) (7,580) (24,024) (7,580) (259,386) (222,197) (222,	Non-operating grants, subsidies and contributions	10(b)	8,602,360	7,794,545	12,774,739
supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Net cash provided by (used in) investing activities (4,285,705) (3,014,868) (5,603,546) CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities 58,619 88,522 297,223 Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688	Proceeds from sale of plant and equipment	4(b)	164,000	253,273	253,545
Proceeds on disposal of financial assets at fair value through profit and loss Net cash provided by (used in) investing activities CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings Principal elements of lease payments Proceeds from new borrowings From ew borrowings					
through profit and loss Net cash provided by (used in) investing activities CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings Principal elements of lease payments Proceeds from new borrowings Net cash provided by (used in) financing activities Net increase (decrease) in cash held Cash at beginning of year (4,285,705) (3,014,868) (222,197) (222,197) (222,197) (222,197) (222,197) (7,580) (31,995) (24,024) (7,580) (34,780) (35,619) (35,619) (36,946) (36,946) (36,946) (36,946) (30,076,755) (30,076,755)	•		13,553	13,165	13,505
Net cash provided by (used in) investing activities (4,285,705) (3,014,868) (5,603,546) CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities 58,619 88,522 297,223 Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688	•		0	(2.586)	0
investing activities CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) 58,619 88,522 297,223 financing activities (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688	.			, ,	
CASH FLOWS FROM FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities 58,619 88,522 297,223 Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688			(4,200,700)	(3,014,000)	(3,003,340)
Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities 58,619 88,522 297,223 Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688	•				
Principal elements of lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) 58,619 88,522 297,223 financing activities Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688		6(a)	(259.386)	(222,197)	(222,197)
Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Net cash provided by (used in) financing activities 58,619 88,522 297,223 Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688	. ,		,	, ,	, ,
Net cash provided by (used in) financing activities 58,619 88,522 297,223 Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688		=	, ,	, , ,	, ,
financing activities (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688	-	σ(α)			
Net increase (decrease) in cash held (3,036,446) (36,946) (3,076,755) Cash at beginning of year 9,437,846 9,474,792 9,424,688			00,010	00,022	
Cash at beginning of year 9,437,846 9,474,792 9,424,688	•		(3,036,446)	(36,946)	(3,076,755)
3 7 7 8			,	, ,	,
		3			

This statement is to be read in conjunction with the accompanying notes.

SHIRE OF GINGIN
RATE SETTING STATEMENT
FOR THE YEAR ENDED 30 JUNE 2022

S	_	NOTE	2021/22 Budget	2020/21 Actual	2020/21 Budget
Net current assets at start of financial year - surplus/(deflicit)			\$	\$	\$
Revenue from operating activities (excluding rates) Governance		2(2)	2 074 256	1 612 520	2 018 290
Revenue from operating activities (excluding rates) Governance 1,62,00 16,225 2,000 Governance 1,62,60 319,529 1,134,514 Law, order, public safety 701,850 819,491 702,820 Health 5,500 377,123 723,500 Education and welfare 9,500 112,754 193,024 12,000 Community amenities 120,604 631,867 257,668 Recreation and culture 120,604 631,867 257,668 Transport 16,500 15,500 15,500 15,500 15,500 10,200 Community amenities 1,500 14,225 15,500 12,200 Community amenities 1,500 1,500 14,225 1,777,910 Expenditure from operating activities 1,500 1,500 1,74,286 Contract 1,500 1,500 1,500 1,500 1,500 Expenditure from operating activities 1,500 1,500 1,500 Community amenities 1,500 1,500 1,500 1,500 Community amenities 1,500 1,500 1,500 1,500 Community amenities 1,500 1,500 1,500 1,500 1,500 Community amenities 1,500 1,500 1,500 1,500 1,500 Community amenities 1,500 1,500 1,500 1,500 1,500 1,500 Community amenities 1,500 1,500 1,500 1,500 1,500 1,500 1,500 Community amenities 1,500	Net current assets at start of infancial year - surplus/(deficit)	2(a)			
Semeral purpose funding	Revenue from operating activities (excluding rates)		_,,	1,012,020	_,_,_,
Law, Order, public safety	Governance		5,000	16,225	2,000
Featition and welfare 9,50,00	General purpose funding				
Education and welfare 9,500 179,283 108,787 100,876 112,764 131,000 13	Law, order, public safety				
Housing 112,764 133,024 12,000 Community amenities 1,921,561 2,058,640 1,916,080 Community amenities 1,2000					
Community amenities					
Recreation and culture	•				,
Transport	,				
Conomic services					
Description of the property and services 155,951 294,06 223,00	•				
Expenditure from operating activities Governance (1,547,686) (1,815,848) (1,160,411) General purpose funding (538,863) (421,076) (474,767) (474,76					
Convertance	Suitor property and corvides				
Covernance	Expenditure from operating activities		0,000,010	0,200,0 .2	0,: 22,00 :
Caneral purpose funding			(1,547,686)	(1,815,848)	(1,160,411)
Health	General purpose funding			(421,076)	(474,767)
Education and welfare	Law, order, public safety		(1,611,046)	(2,194,586)	(1,794,849)
Housing	Health		(655,014)	(957,986)	(1,001,925)
Community amenities	Education and welfare		(256,382)	(273,090)	(226,486)
Recreation and culture	Housing		(86,484)	(41,752)	(41,645)
Transport (4,030,718) (2,513,147) (4,060,146) Economic services (1,562,148) (2,783,288) (1,272,492) Other property and services (1,088,411) (68,085) (729,644) (1,088,411) (68,085) (729,644) (1,088,411) (68,085) (1,728,1804) (1,8521,538) (15,667,834) (17,781,804) (1,8521,538) (15,667,834) (17,781,804) (1,90,812) (2,752,288) (1,718,527) (1,90,812) (2,752,288) (4,18,542) (1,90,812) (2,752,288) (4,18,542) (1,90,812) (2,752,288) (4,18,542) (1,90,812) (2,752,288) (4,18,542) (1,90,812) (2,752,288) (4,18,542) (1,90,812) (2,752,288) (4,18,542) (1,90,812) (2,752,288) (4,18,542) (1,90,812) (2,792,288) (4,18,542) (1,90,812) (2,792,288) (4,18,542) (1,90,812) (2,90,812) (2,90,812) (1,90,812) (1,90,812) (1,	Community amenities		(3,149,681)	(2,340,272)	(3,177,843)
Conomic services	Recreation and culture		(3,997,105)	(2,258,704)	(3,841,596)
Common temperature of the property and services (1,088,411) (68,085) (729,644) (18,521,538) (15,667,834) (17,781,804) (17,781					
Non-cash amounts excluded from operating activities 2(b)					
Non-cash amounts excluded from operating activities	Other property and services				
Non-operating activities (5,190,812) (2,752,288) (4,118,542)			(18,521,538)	(15,667,834)	(17,781,804)
Non-operating grants, subsidies and contributions 2,794,545 12,774,739 13,656 12,774,739 12,774,739 12,774,739 12,774,739 13,656 12,774,739 12,774,739 12,774,739 12,774,739 13,656 12,774,739 12,774,739 12,774,739 13,656 12,774,739 12,774,74,759 12,774,739 12,774,739 12,774,739 12,774,739 12,774,739 12,774,739 12,774,739 12,774,74,759 12,779 12,779 12,779 12,779 12,779 12,779 12,779 12,779 12,779	Non-cash amounts excluded from operating activities	2(b)	4,922,951	3,064,184	4,922,878
Non-operating grants, subsidies and contributions 8,602,360 7,794,545 12,774,739 Payments for property, plant and equipment 4(a) (5,700,954) (1,711,521) (6,582,668) Payments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) Proceeds from disposal of assets 4(b) 164,000 253,273 253,545 Proceeds from financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 (4,285,705) (3,014,868) (5,603,546) (4,285,705) (3,014,868) (4,285,705) (3,014,868) (5,603,546) (4,285,705) (3,014,868) (4,285,705) (3,014,868) (4,285,705) (3,014,868) (4,285,705) (4,285,705) (4,285,705) (4,285,705) (4,2	Amount attributable to operating activities		(5,190,812)	(2,752,288)	(4,118,542)
Non-operating grants, subsidies and contributions 8,602,360 7,794,545 12,774,739 Payments for property, plant and equipment 4(a) (5,700,954) (1,711,521) (6,582,668) Payments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) Proceeds from disposal of assets 4(b) 164,000 253,273 253,545 Proceeds from financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 (4,285,705) (3,014,868) (5,603,546) (4,285,705) (3,014,868) (4,285,705) (3,014,868) (5,603,546) (4,285,705) (3,014,868) (4,285,705) (3,014,868) (4,285,705) (3,014,868) (4,285,705) (4,285,705) (4,285,705) (4,285,705) (4,2	INVESTING ACTIVITIES				
Payments for property, plant and equipment 4(a) (5,700,954) (1,711,521) (6,582,668) Payments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) Proceeds from disposal of assets 4(b) 164,000 253,273 253,545 Proceeds from financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,596) 0 Amount attributable to investing activities (4,285,705) (3,014,868) (5,603,546) Amount attributable to investing activities 6(a) (259,386) (222,197) (222,197) Principal elements of finance lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Transfer to Restricted Cash 0 0 0 553,641 Transfers from Restricted Cash 0 0 (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803			8.602.360	7.794.545	12.774.739
Payments for construction of infrastructure 4(a) (7,364,664) (9,361,744) (12,062,667) Proceeds from disposal of assets 4(b) 164,000 253,273 253,545 Proceeds from financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Amount attributable to investing activities (4,285,705) (3,014,868) (5,603,546) FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of finance lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Transfer to Restricted Cash 0 0 553,641 Transfer from Restricted Cash 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 <td< td=""><td></td><td>4(a)</td><td></td><td></td><td></td></td<>		4(a)			
Proceeds from disposal of assets 4(b) 164,000 253,273 253,545 Proceeds from financial assets at amortised cost - self supporting loans 13,553 13,165 13,505 Proceeds on disposal of financial assets at fair value through profit and loss 0 (2,586) 0 Amount attributable to investing activities (4,285,705) (3,014,868) (5,603,546) FINANCING ACTIVITIES 8 (4,285,705) (3,014,868) (5,603,546) Principal elements of finance lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Transfer to Restricted Cash 0 0 0 553,641 Transfers from Restricted Cash 0 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities (5,603,540) (5,603,540) (5,603,6400) <td< td=""><td></td><td>. ,</td><td></td><td></td><td></td></td<>		. ,			
Proceeds on disposal of financial assets at fair value through profit and loss (4,285,705) (3,014,868) (5,603,546)	-	. ,			
(4,285,705) (3,014,868) (5,603,546)	Proceeds from financial assets at amortised cost - self supporting loans	()	13,553	13,165	13,505
FINANCING ACTIVITIES (4,285,705) (3,014,868) (5,603,546) Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of finance lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Transfer to Restricted Cash 0 0 0 553,641 Transfers from Restricted Cash 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Proceeds on disposal of financial assets at fair value through profit and loss		0	(2,586)	0
FINANCING ACTIVITIES Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of finance lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Transfer to Restricted Cash 0 0 0 553,641 Transfer from Restricted Cash 0 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400			(4,285,705)	(3,014,868)	(5,603,546)
Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of finance lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Transfer to Restricted Cash 0 0 553,641 Transfers from Restricted Cash 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Amount attributable to investing activities		(4,285,705)	(3,014,868)	(5,603,546)
Repayment of borrowings 6(a) (259,386) (222,197) (222,197) Principal elements of finance lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Transfer to Restricted Cash 0 0 553,641 Transfers from Restricted Cash 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	FINANCING ACTIVITIES				
Principal elements of finance lease payments 7 (31,995) (24,024) (7,580) Proceeds from new borrowings 6(a) 350,000 334,743 527,000 Transfer to Restricted Cash 0 0 553,641 Transfers from Restricted Cash 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400		6(a)	(259,386)	(222,197)	(222,197)
Transfer to Restricted Cash 0 0 553,641 Transfer from Restricted Cash 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	, ,		(31,995)	(24,024)	
Transfer from Restricted Cash 0 0 (12,864) Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Proceeds from new borrowings	6(a)	350,000	334,743	527,000
Transfers to cash backed reserves (restricted assets) 8(a) (451,439) (2,439,946) (47,013) Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Transfer to Restricted Cash		0	0	553,641
Transfers from cash backed reserves (restricted assets) 8(a) 992,482 1,803,339 564,701 Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Transfer from Restricted Cash		0	0	(12,864)
Amount attributable to financing activities 599,662 (548,085) 1,355,688 Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Transfers to cash backed reserves (restricted assets)	8(a)	(451,439)	(2,439,946)	(47,013)
Budgeted deficiency before imposition of general rates (8,876,855) (6,315,241) (8,366,400) Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Transfers from cash backed reserves (restricted assets)	8(a)	992,482	1,803,339	564,701
Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Amount attributable to financing activities		599,662	(548,085)	1,355,688
Estimated amount to be raised from general rates 1 8,876,855 8,389,497 8,366,400	Budgeted deficiency before imposition of general rates		(8.876.855)	(6.315 241)	(8.366 400)
		1			
	<u> </u>				

This statement is to be read in conjunction with the accompanying notes.

APPENDIX 12.3.1

MINUTES ORDINARY COUNCIL MEETING 17 AUGUST 2021

SHIRE OF GINGIN INDEX OF NOTES TO THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022

Rates	15
Net Current Assets	23
Reconciliation of cash	27
Asset Acquisitions	28
Asset Disposals	29
Asset Depreciation	30
Borrowings	31
Leases	36
Reserves	37
Fees and Charges	38
Grant Revenue	38
Revenue Recognition	39
Other Information	40
Major Land Transactions	41
Trading Undertakings and Major Trading Undertakings	42
Interests in Joint Arrangements	43
Trust	44
Significant Accounting Policies - Other Information	45

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022

1. RATES

(a) Rating Information

RATE TYPE	Rate in	Number of properties	Rateable value	2021/22 Budgeted rate revenue	2021/22 Budgeted interim rates	2021/22 Budgeted back rates	2021/22 Budgeted total revenue	2020/21 Actual total revenue	2020/21 Budget total revenue
	\$		\$	\$	\$	\$	\$	\$	\$
Differential general rate or ge	neral rate								
Gross rental valuations									
GRV Townsites	0.09189	1,561	26,362,442	2,422,366	10,000	2,000	2,434,366	2,197,072	2,293,778
GRV Other	0.09189	918	15,040,562	1,382,032	0	0	1,382,032	1,302,836	1,302,836
Unimproved valuations									
UV Rural	0.00512	364	256,884,000	1,314,989	0	0	1,314,989	1,307,067	1,314,917
UV Other	0.00512	3	1,993,000	10,202	0	0	10,202	9,294	9,29
UV Intensive/Mining	0.00761	96	64,181,000	488,674	0	0	488,674	677,179	669,329
UV Exploration Mining	0.00512	0	0	0	0	0	0	0	(
Sub-Totals		2,942	364,461,004	5,618,263	10,000	2,000	5,630,263	5,493,448	5,590,154
	Minimum								
Minimum payment	\$								
Gross rental valuations									
GRV Townsites	1,166	1,068	9,170,092	1,245,288	0	0	1,245,288	1,201,020	1,201,020
GRV Other	1,166	759	4,741,360	884,994	0	0	884,994	853,590	853,590
Unimproved valuations									
UV Rural	1,470	422	85,019,810	620,340	0	0	620,340	527,800	529,200
UV Other	1,470	47	7,958,000	69,090	0	0	69,090	2,800	2,800
UV Intensive/Mining	2,675	150	30,469,050	401,250	0	0	401,250	274,036	272,636
UV Exploration Mining	1,470	29	88,374	42,630	0	0	42,630	42,000	42,000
Sub-Totals		2,475	137,446,686	3,263,592	0	0	3,263,592	2,901,246	2,901,246
		5,417	501,907,690	8,881,855	10,000	2,000	8,893,855	8,394,694	8,491,400
Prepaid Rates							(17,000)	0	(
#REF!							0	(137,029)	(130,000
Total amount raised from gen	neral rates					Ī	8,876,855	8,257,665	8,361,400
Ex gratia rates							5,197	5,197	5,000
Total rates							8,882,052	8,262,862	8,366,400

All land (other than exempt land) in the Shire of Gingin is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire of Gingin.

The general rates detailed for the 2021/22 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of local government services/facilities.

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2022

1. RATES (CONTINUED)

(b) Interest Charges and Instalments - Rates and Service Charges

The following instalment options are available to ratepayers for the payment of rates and service charges.

Instalment options	Date due	Instalment plan admin charge	Instalment plan interest rate	Unpaid rates interest rates	
		\$	%	%	
Option one					
Single full payment Option two	6/10/2021	0	7.0%	7.0%	
First instalment	6/10/2021	0	5.5%	5.5%	
Second instalment Option three	7/02/2022	5	5.5%	5.5%	
First instalment	6/10/2021	0	5.5%	5.5%	
Second instalment	7/12/2022	5	5.5%	5.5%	
Third instalment	7/02/2022	5	5.5%	5.5%	
Fourth instalment	7/04/2022	5	5.5%	5.5%	
			2021/22 Budget revenue	2020/21 Actual revenue	2020/21 Budget revenue
			\$	\$	\$
Instalment plan admin cha	•		2,000	0	0
Instalment plan interest ea			26,000	26,052	29,000
Unpaid rates and service		ea	93,404	96,236	110,000
Deferred Pensioner Rates	s interest	-	1,040	1,040	2,000
			122,444	123,328	141,000

MINUTES APPENDIX 12.3.1

ORDINARY COUNCIL MEETING
17 AUGUST 2021

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2022

1. RATES (CONTINUED)

(c) Objectives and Reasons for Differential Rating

To provide equity in the rating of properties across the Shire the following rate categories have been determined for the implementation of differential rating.

Differential general rate

Description	Characteristics	Objects	Reasons
Rural and Rural Other (including exploration and prospecting tenements).	Where land is used predominantly for rural purposes, the rate levied shall be based upon its unimproved value (UV).	The objective of this differential rating category is to impose a differential general rate on land held or used for the purposes of rural broad acre farming, rural residential, rural industry, other non-intensive uses as determined by Council (including exploration and prospecting tenements).	It recognises that land within this category does not have the same impacts on Shire transport infrastructure as the rural intensive/mining differential rate category.
•	Any or a combination of the following characteristics: (a) The purpose for which the land is zoned, whether or not under a local planning scheme or improvement scheme in force under the Planning and Development Act 2005; (b) a purpose for which the land is held or used as determined by the local government; or (c) whether the land is vacant or not; or (d) any other characteristic or combination of characteristics prescribed.	The objective of this differential rating category is to impose a differential general rate on land held or used for the purposes of Agriculture Intensive, Animal Husbandry - Intensive (excluding exploration and prospecting tenements), Extractive Industry, Mining, Aquaculture, or Water.	It recognises that land within this category has higher impacts on Shire transport infrastructure and increased environmental monitoring costs.

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2022
(d) Differential Minimum Payment

Description	Characteristics	Objects	Reasons
(including exploration		The objective of the proposed minimum payment of \$1,400 (from \$1,285) is to ensure that the proportion of total rate revenue derived from Rural and Rural Other UV properties is essentially consistent with the overall rate increase for this category (including exploration and prospecting tenements).	It recognises that every property receives a minimum level of benefit from works and services provided.
Rural Intensive/Mining (excluding exploration and prospecting tenements)	(a) The purpose for which the land is zoned, whether or not under a local planning scheme or improvement scheme in force under the Planning and Development Act 2005:	The objective of this minimum payment is to reflect the additional costs from this sector associated with the higher impact on transport infrastructure and environmental monitoring. The minimum rate of \$2,548 (from \$2,285) also ensure that the proportion of total rate revenue from Rural Intensive/Mining UV properties (excluding exploration and prospecting tenements) is essentially consistent with the overall rate increase for this category.	It recognises that land within this category has higher impacts on Shire transport infrastructure and increased environmental monitoring costs, and the capacity of property owners to pass on the rates charge as a business cost.

(e) Specified area rate

The Shire did not raise specified area rates for the year ended 30th June 2022.

(f) Service Charges

The Shire did not raise specified area rates for the year ended 30th June 2022.

MINUTES APPENDIX 12.3.1

ORDINARY COUNCIL MEETING 17 AUGUST 2021

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2022

1. RATES (CONTINUED)

(g) Waivers or Concessions

Rate or fee and charge to which the waiver or concession is granted		Discount %	Discount (\$)	2021/22 Budget	2020/21 Actual	2020/21 Budget
	Concession	Based on the area of land on the property used for nonintensive purposes.	N/A	\$ 0	\$ 137,029	\$
				0	137,029	130,000

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022 2. NET CURRENT ASSETS

2. NEI CURRENT ASSETS				
		2021/22	2020/21	2020/21
		Budget	Actual	Budget
	Note	Budget 30 June 2022 Actual 30 June 2021 \$ \$ 3 752,626 3,248,02 3 5,648,774 6,189,81 0 13,55 2,575,867 2,575,867 27,273 27,273 27,27 9,004,540 12,054,53 (2,405,566) (2,405,566) 0 (421,14* 7 0 (31,99* 6 0 (259,380* (950,200) (950,200)	30 June 2021	30 June 2021
		\$	\$	\$
(a) Composition of estimated net current assets				
Current assets				
Cash and cash equivalents- unrestricted	3	752,626	3,248,029	985,904
Cash and cash equivalents - restricted	3	5,648,774	6,189,817	5,362,029
Financial assets - unrestricted		0	13,553	(340)
Receivables		2,575,867	2,575,867	2,019,258
Inventories		27,273	27,273	28,120
		9,004,540	12,054,539	8,394,971
Less: current liabilities				
Trade and other payables		(2,405,566)	(2,405,566)	(1,602,723)
Contract liabilities		0	(421,147)	0
Lease liabilities	7	0	(31,994)	0
Long term borrowings	6	0	(259,386)	(281,551)
Employee provisions		(950,200)	(950,200)	(869,599)
		(3,355,766)	(4,068,293)	(2,753,873)
Net current assets		5,648,774	7,986,246	5,641,098
Less: Total adjustments to net current assets	2.(c)	(5,648,774)	(5,911,990)	(5,641,098)
Net current assets used in the Rate Setting Statement		0	2,074,256	0

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2022

2. NET CURRENT ASSETS (CONTINUED)

EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

Items excluded from calculation of budgeted deficiency

When calculating the budget deficiency for the purpose of Section 6.2 (2)(c) of the Local Government Act 1995 the following amounts have been excluded as provided by Local Government (Financial Management) Regulation 32 which will not fund the budgeted expenditure.

(b) Operating activities excluded from budgeted deficiency

The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Rate Setting Statement in accordance with <i>Financial Management Regulation 32</i> .	Note	2021/22 Budget 30 June 2022	2020/21 Actual 30 June 2021	2020/21 Budget 30 June 2021
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	4(b)	0	(73,706)	0
Add: Loss on disposal of assets	4(b)	0	73,266	0
Add: Depreciation on assets	5	4,922,951	3,066,125	4,922,878
Movement in non-current pensioner deferred rates		0	(1,501)	
Non cash amounts excluded from operating activities		4,922,951	3,064,184	4,922,878
(c) Current assets and liabilities excluded from budgeted deficiency				
The following current assets and liabilities have been excluded				
from the net current assets used in the Rate Setting Statement				
in accordance with Financial Management Regulation 32 to				
agree to the surplus/(deficit) after imposition of general rates.				
Adjustments to net current assets				
Less: Cash - restricted reserves	8	(5,648,774)	(6,189,817)	(4,844,341)
Less: Financial assets - restricted	3			540,777
Less: Current assets not expected to be received at end of year				
- Current portion of self supporting loans receivable			(13,553)	340
Add: Current liabilities not expected to be cleared at end of year				
- Current portion of borrowings		0	259,386	281,551
- Current portion of lease liabilities		0	31,994	0
- Current portion of contract liability held in reserve		0	0	(1,619,425)
Total adjustments to net current assets		(5,648,774)	(5,911,990)	(5,641,098)

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022 2 (d) NET CURRENT ASSETS (CONTINUED)

SIGNIFICANT ACCOUNTING POLICIES

CURRENT AND NON-CURRENT CLASSIFICATION

An asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire's intentions to release for sale.

TRADE AND OTHER PAYABLES

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year that are unpaid and arise when the Shire of Gingin becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

PREPAID RATES

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the City recognises revenue for the prepaid rates that have not been refunded.

INVENTORIES

General

Inventories are measured at the lower of cost and net realisable value

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Superannuation

The Shire of Gingin contributes to a number of superannuation funds on behalf of employees

All funds to which the Shire of Gingin contributes are defined contribution plans.

LAND HELD FOR RESALE

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

CONTRACT ASSETS

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

TRADE AND OTHER RECEIVABLES

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectible amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Trade receivables are held with the objective to collect the contractual cashflows and therefore measures them subsequently at amortised cost using the effective interest rate method.

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

PROVISION:

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

EMPLOYEE BENEFITS

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the statement of financial position. The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

CONTRACT LIABILITIES

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2022 3. RECONCILIATION OF CASH

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents, net of outstanding bank overdrafts. Estimated cash at the end of the reporting period is as follows:

	Note	2021/22 Budget	2020/21 Actual	2020/21 Budget
		\$	\$	\$
Cash at bank and on hand		678,074	3,248,028	318,608
- Restricted cash and cash equivalents		5,723,326	6,189,818	6,029,325
Total cash and cash equivalents		6,401,400	9,437,846	6,347,933
Held as				
- Unrestricted cash and cash equivalents		752,626	3,248,029	985,904
- Restricted cash and cash equivalents		5,648,774	6,189,817	5,362,029
Restrictions		6,401,400	9,437,846	6,347,933
The following classes of assets have restrictions imposed by regulations or other externally imposed				
requirements which limit or direct the purpose for which the resources may be used:				
Asset Renewal Reserve - LSL, Annual, Sick Leave		432,651	429,670	421,450
Asset Renewal Reserve - Office Equipment		0	0	9,936
Asset Renewal Reserve - Plant & Equipment		1,275,537	1,354,067	1,832,540
Asset Renewal Reserve - Land & Building		443,983	916,407	1,103,924
Asset Renewal Reserve - Guilderton Caravan Park		34,264	34,018	35,587
Asset Renewal Reserve - Shire Recreation		25,653	75,135	74,922
Asset Renewal Reserve - Redfield Park		31,685 31,376	31,468 31,161	31,379 31,072
Asset Renewal Reserve - Ocean Farm Recreation		1,589,408	1,606,185	1,102,486
Asset Renewal Reserve - Tip Rationalisation Asset Renewal Reserve - Lancelin Community Sport Club		99,634	79,739	79,513
Asset Renewal Reserve - Community Infrastructure		38,131	15,731	2,125
Asset Renewal Reserve - Staff Housing		33,790	33,559	33,464
Asset Renewal Reserve - Future Infrastructure		571,347	567,840	589,137
Asset Renewal Reserve - Guilderton Country Club		22,678	14,535	14,494
Unspent grants and contributions not held in reserve		239,391	192,391	0
Asset Renewal Reserve - Unspent Grants Reserve - DFES Grant		128,191	85	0
Asset Renewal Reserve - Seniors Housing Reserve		5,014	5,014	0
Asset Renewal Reserve - Gingin Railway Station Reserve		162,145	81,188	0
Asset Renewal Reserve - Subdivisions Reserve - Battle-Axe LA3 & LA90		5,747	5,747	0
Asset Renewal Reserve - Subdivisions Reserve - Edgar Subdivision		45,128	45,128	0
Asset Renewal Reserve - Contribution to Roads Reserve - Chitna Road		16,046	16,046	0
Asset Renewal Reserve - Subdivisions Reserve - Harris M Subdivision		3,009	3,009	0
Asset Renewal Reserve - Community Infrastructure Reserve - Lower Coastal Fire Control		218,256	492,808	0
Asset Renewal Reserve - Community Infrastructure Reserve - Gingin Logo Plates		25,266	25,266	0
Asset Renewal Reserve - Community Infrastructure Reserve - Gingin Ambulance		8,030	8,030	0
Asset Renewal Reserve - Community Infrastructure Reserve - Concept Plan for Granville Park Gingin		48,120	42,120	0
Asset Renewal Reserve - Coastal Management Reserve - BEN Signs		30,937	12,937	0
Asset Renewal Reserve - Public Open Space Reserve		14,672	14,672	0
Asset Renewal Reserve - Guilderton Trailer Parking Reserve		26,050	26,050	0
Unspent grants, subsidies and contributions		42,635	29,811	0
		5,648,774	6,189,817	5,362,029
The restricted assets are a result of the following specific purposes to which the assets may be used:				
Reserves - cash/financial asset backed	8	5,648,774	6,189,817	4,844,341
Unspent grants and contributions not held in reserve	Ü	0	0,100,017	1,184,984
Contract liabilities		0	421,147	0
Capital expenditure provisions		18,200	18,200	0
		5,666,974	6,629,164	6,029,325
Reconciliation of net cash provided by operating activities to net result				
Net result		5,291,196	8,755,050	10,081,429

SHIRE OF GINGIN NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022

Depreciation
(Profit)/loss on sale of asset
(Increase)/decrease in receivables
(Increase)/decrease in inventories
Increase/(decrease) in payables
Increase/(decrease) in contract liabilities
Increase/(decrease) in employee provisions
Non-operating grants, subsidies and contributions
Net cash from operating activities

Note	2021/22 Budget	2020/21 Actual	2020/21 Budget
5	4.922.951	3,066,125	4,922,878
4(b)	0	(440)	0
(-)	0	(503,645)	0
	0	3,334	0
	0	923,881	0
	(421,147)	(1,529,014)	0
	0	(31,346)	0
	(8,602,360)	(7,794,545)	(12,774,739)
	1,190,640	2,889,400	2,229,568

SIGNIFICANT ACCOUNTING POLICES

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks, other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are shown as short term borrowings in current liabilities in Note 2 - Net Current Assets.

FINANCIAL ASSETS AT AMORTISED COST

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and the contractual terms give rise to cash flows that are solely payments of principal and interest.

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022 4. FIXED ASSETS

(a) Acquisition of Assets

The following assets are budgeted to be acquired during the year.

Reporting program

	Law, order, public safety	Education and welfare	Housing	Community amenities					Economic Fransport services		2021/22 Budget total	2020/21 Actual total	2020/21 Budget total
Asset class	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
Property, Plant and Equipment													
Land - freehold land	0	0	477,400	0	0	0	0	0	477,400	25,000	15,000		
Land - vested in and under the cont	rol of council								0	0	0		
Buildings - non-specialised	0	0	0	0	0	0	0	0	0	0	0		
Buildings - specialised	1,916,382	15,000	0	46,222	140,825	5,000	115,300	40,000	2,278,729	767,794	3,528,085		
Furniture and equipment									0	0	101,400		
Plant and equipment	2,302,000	0	0	81,000	86,000	437,825	0	38,000	2,944,825	918,727	2,938,183		
Tools									0	0	0		
	4,218,382	15,000	477,400	127,222	226,825	442,825	115,300	78,000	5,700,954	1,711,521	6,582,668		
<u>Infrastructure</u>													
Infrastructure - roads	0	0	0	0	0	5,967,795	0	0	5,967,795	8,121,880	9,643,214		
Infrastructure - footpaths	0	0	0	0	0	200,000	0	0	200,000	8,450	105,063		
Infrastructure - parks and ovals	0	0	0	0	1,021,499	0	0	18,000	1,039,499	1,224,064	2,204,390		
Infrastructure - other	0	0	0	7,370	0	0	50,000	0	57,370	7,350	110,000		
Infrastructure - sewer	0	0	0	100,000	0	0	0	0	100,000				
	0	0	0	107,370	1,021,499	6,167,795	50,000	18,000	7,364,664	9,361,744	12,062,667		
Total acquisitions	4,218,382	15,000	477,400	234,592	1,248,324	6,610,620	165,300	96,000	13,065,618	11,073,265	18,645,335		

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

SIGNIFICANT ACCOUNTING POLICIES

RECOGNITION OF ASSETS

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation* 17A (5). These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

17 AUGUST 2021 SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET **FOR THE YEAR ENDED 30 JUNE 2022** 4. FIXED ASSETS

(b) Disposals of Assets

The following assets are budgeted to be disposed of during the year.

	2021/22 Budget Net Book Value	2021/22 Budget Sale Proceeds	2021/22 Budget Profit	2021/22 Budget Loss	2020/21 Actual Net Book Value	2020/21 Actual Sale Proceeds	2020/21 Actual Profit	2020/21 Actual Loss	2020/21 Budget Net Book Value	2020/21 Budget Sale Proceeds	2020/21 Budget Profit	2020/21 Budget Loss
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
By Program												
Law, order, public safety	30,000	30,000	0	0	0	0	0	0	0	0	0	0
Community amenities	0	0	0	0	17,912	20,455	0	(2,543)	0	0	0	0
Transport	119,000	119,000	0	0	235,583	232,709	73,597	(70,723)	253,545	253,545	0	0
Other property and services	15,000	15,000	0	0	0	109	109	0	0	0	0	0
	164,000	164,000	0	0	253,495	253,273	73,706	(73,266)	253,545	253,545	0	0
By Class												
Property, Plant and Equipment												
Furniture and equipment	0	0			0	109	109		0	0	0	0
Plant and equipment	164,000	164,000			253,495	253,164	73,597	(73,266)	253,545	253,545	0	0
	164,000	164,000	0	0	253,495	253,273	73,706	(73,266)	253,545	253,545	0	0

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

- Plant Replacement Program

SIGNIFICANT ACCOUNTING POLICIES

GAINS AND LOSSES ON DISPOSAL

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in profit or loss in the period which they arise.

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022

By Program

Law, order, public safety Health Education and welfare Community amenities Recreation and culture

5. ASSET DEPRECIATION

Transport

Economic services Other property and services

Buildings - non-specialised Buildings - specialised Furniture and equipment Plant and equipment Tools Infrastructure - roads Infrastructure - footpaths Infrastructure - parks and ovals Infrastructure - other

Right of use - plant and equipment

2020/21	2020/21
Actual	Budget
\$	\$
173,942	175,670
16,630	16,625
65,673	64,940
224,788	226,364
107,066	1,655,654
154,480	1,944,518
1,618,167	69,265
705,379	769,842
3,066,125	4,922,878
2,546,934	32,297
0	807,485
142,815	67,827
128,163	739,960
0	1,790
0	1,788,880
0	11,120
131,016	993,946
96,250	360,707
20,947	116,228
0	2,638
3,066,125	4,922,878
	Actual \$ 173,942 16,630 65,673 224,788 107,066 154,480 1,618,167 705,379 3,066,125 2,546,934 0 142,815 128,163 0 0 131,016 96,250 20,947

SIGNIFICANT ACCOUNTING POLICIES

DEPRECIATION

Infrastructure - bridges

The depreciable amount of all fixed assets including buildings but excluding freehold land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Major depreciation periods used for each class of depreciable asset are:

formation

Water supply piping and drainage system

2 to 50 years Buildings - non specialised Buildings - specialised 2 to 50 years Furniture and equipment 4 to 30 years Plant and equipment 5 to 15 years 4 to 10 years Infrastructure - Footpaths 40 years 5 to 25 years Infrastructure - Parks & ovals Infrastructure - Bridges 50 to 100 years Infrastructure - Other 5 to 25 years Infrastructure - Car parks (sealed) 40 years Sealed roads and streets - formation not depreciated - pavement 50 years asphalt surfaces 25 years Gravel roads - formation not depreciated pavement 50 years 12 years Footpaths - slab Formed roads - unsealed (reducing balance)

Sealed roads and streets

formation

pavement 50 years Seal bituminous seals 25 years 25 years asphalt surfaces Gravel roads not depreciated formation pavement 50 years Footpaths - slab 12 years Formed roads - unsealed (reducing balance) not depreciated formation 50 years - pavement 80 years Sewerage piping

not depreciated

not depreciated 50 years 80 years

85 years

The depreciable amount of all intangible assets with a finite useful life, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held for use.

Water supply piping and drainage systems

The assets residual value of intangible assets is considered to be zero and useful live and amortisation method are reviewed at the end of each financial year.

Amortisation is included within Depreciation on non-current assets in the Statement of Comprehensive Income

MINUTES APPENDIX 12.3.1

ORDINARY COUNCIL MEETING 17 AUGUST 2021

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2022 6. INFORMATION ON BORROWINGS

(a) Borrowing repayments

Movement in borrowings and interest between the beginning and the end of the current financial year.

Purpose	Loan Number	Institution	Interest Rate	Budget Principal 1 July 2021	2021/22 Budget New Loans	2021/22 Budget Principal Repayments	Budget Principal outstanding 30 June 2022	2021/22 Budget Interest Repayments	Actual Principal 1 July 2020	2020/21 Actual New Loans	2020/21 Actual Principal Repayments	Actual Principal outstanding 30 June 2021	2020/21 Actual Interest Repayments	Budget Principal 1 July 2020	2020/21 Budget New Loans	2020/21 Budget Principal Repayments	Budget Principal outstanding 30 June 2021	2020/21 Budget Interest Repayments
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Health																		
L100 GG Medical Centre	100	Western Australian Treasury	6.61%	101,572	0	(31,681)	69,891	(6,105)	131,258	(0 (29,686)	101,572	(7,254)	131,258	0	(29,686)	101,572	(8,070)
Community amenities																		
L111 Tip Rationalisation Site	111	Western Australian Treasury	6.49%	416,289	0	(20,063)	396,226	(26,697)	435,111	(0 (18,822)	416,289	(27,460)	435,111	0	(18,822)	416,289	(27,938)
L127 Seabird Sea Wall	127	Western Australian Treasury	2.51%	124,211	0	(21,335)	102,876	(2,985)	145,020	((20,000)	124,211	(3,285)	145,020	0	(20,809)	124,211	
Lancelin Caravan Park Assets	128	Western Australian Treasury	2.52%	62,651	0	(41,505)	21,146	(1,319)	103,130	(0 (40,479)	62,651	(1,963)	103,130	0	(40,479)	62,651	(2,345)
Recreation and culture																		
L114 Gu C/Club	114	Western Australian Treasury	7.14%	334,441	0	(38,331)	296,110	(23,207)	370,175	(0 (35,734)	334,441	(25,513)	370,175	0	(35,734)	334,441	(25,804)
L120 Regional Hardcourt Facility	120	Western Australian Treasury	6.68%	242,071	0	(23,772)	218,299	(15,780)	264,331	(0 (22,260)	242,071	(17,243)	264,331	0	(22,260)	242,071	(17,292)
L124A Regional Hardcourt Facility	124A	Western Australian Treasury	4.13%	233,441	0	(21,903)	211,538	(9,417)	254,467	(0 (21,026)	233,441	(10,231)	254,467	0	(21,026)	233,441	(10,295)
L126 Swimming Pool Tiling	126	Western Australian Treasury	3.10%	80,757	0	(15,173)	65,584	(2,387)	95,471	(0 (14,714)	80,757	(2,659)	95,471	0	(14,714)	80,757	(2,846)
LA Cunliffe Car Park	131	Western Australian Treasury	1.90%	0	250,000	0	250,000	0	0	(0 0	0	0	0	250,000	0	250,000	0
GG Outdoor Activity Space	132	Western Australian Treasury	1.90%	177,000	0	(16,585)	160,415	(2,475)	0	177,000	0 0	177,000	0	0	177,000	0	177,000	0
Economic services																		
GU Caravan Park Waste Water	133	Western Australian Treasury	1.90%	0	100,000	0	100,000	0	0	(0 0	0	0	0	100,000	0	100,000	0
Other property and services									0	(0 0	0	0					
L131 Altus Financials Suite	131	Western Australian Treasury	1.94%	157,743	0	(9,156)	148,587	(3,013)	0	157,743	3 0	157,743	0	0	0	0	(0
L123 Lot 44 Weld Street GG	123	Western Australian Treasury	6.96%	153,143	0	(17,652)	135,491	(10,357)	169,628	(0 (16,485)	153,143	(11,286)	169,628	0	(16,485)	153,143	(11,524)
				2,083,319	350,000	(257,156)	2,176,163	(103,742)	1,968,591	334,743	3 (220,015)	2,083,319	(106,894)	1,968,591	527,000	(220,015)	2,275,576	(109,624)
Self Supporting Loans Recreation and culture																		
LP Country Club Cool Room	130	Western Australian Treasury	2.16%	19,253	0	(2,230)	17,023	(404)	21,435	(0 (2,182)	19,253	(446)	21,435	0	(2,182)	19,253	(451)
				19,253	0	(2,230)	17,023	(404)	21,435	(0 (2,182)	19,253	(446)	21,435	0	(2,182)	19,253	3 (451)
				2,102,572	350,000	(259,386)	2,193,186	(104,146)	1,990,026	334,743	3 (222,197)	2,102,572	(107,340)	1,990,026	527,000	(222,197)	2,294,829	(110,075)

All borrowing repayments, other than self supporting loans, will be financed by general purpose revenue. The self supporting loan(s) repayment will be fully reimbursed.

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2022 6. INFORMATION ON BORROWINGS

(b) New borrowings - 2021/22

					Amount	Total	Amount	
		Loan	Term	Interest	borrowed	interest &	used	Balance
Particulars/Purpose	Institution	type	(years)	rate	budget	charges	budget	unspent
				%	\$	\$	\$	\$
Cunliffe Street Car Park	WATC	Debenture	10	3.0%	250,000	0	250,000	0
GU Caravan Park Waste Water	WATC	Debenture	10	3.0%	100,000	0	100,000	0
					350.000	0	350.000	0

2021/22 2020/21

2020/21

(c) Unspent borrowings

The Shire had no unspent borrowing funds as at 30th June 2021 nor is it expected to have unspent borrowing funds as at 30th June 2022.

(d) Credit Facilities

	Budget	Actual	Budget
	\$	\$	\$
Undrawn borrowing facilities			
credit standby arrangements			
Bank overdraft limit	500,000	500,000	500,000
Bank overdraft at balance date	0	0	0
Credit card limit	29,000	29,000	38,000
Credit card balance at balance date	0	6,205	0
Total amount of credit unused	529,000	535,205	538,000
Loan facilities			
Loan facilities in use at balance date	2,193,186	2,102,572	2,294,829

SIGNIFICANT ACCOUNTING POLICIES

BORROWING COSTS

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

MINUTES APPENDIX 12.3.1

ORDINARY COUNCIL MEETING 17 AUGUST 2021

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2022

Budget
Lease
ng Interest
21 repayments
\$
92) 0
90 0
0 0
0 0
02) 0
7,09 2,1

SIGNIFICANT ACCOUNTING POLICIES LEASES

At the inception of a contract, the Shire assesses whether the contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

At the commencement date, a right-of-use asset is recognised at cost and a lease liability. at the present value of the lease payments that are not paid at that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

LEASE LIABILITIES

The present value of future lease payments not paid at the reporting date discounted using the incremental borrowing rate where the implicit interest rate in the lease is not readily determined.

MINUTES

APPENDIX 12.3.1

ORDINARY COUNCIL MEETING

17 AUGUST 2021 SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022 8. CASH BACKED RESERVES

(a) Cash Backed Reserves - Movement

2021/122 2021/1222 2021/1222
Nome Palance
Salance Sala
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
1 LSL, Annual, Sick Leave and Staff Contingency 429,670 2,981 432,651 428,450 1,220 0 429,670 421,450 2,912 0 424,362 2 Office Equipment Reserve 0 0 0 0 2,936 8 (2,944) 0 9,936 69 0 10,005 3 Plant and Equipment Reserve 1,354,067 9,000 (87,530) 1,275,537 1,832,540 505,698 (984,171) 1,354,067 1,038,887 5 Land and Buildings Reserve 916,407 4,976 (477,400) 443,983 1,103,924 3,144 (190,661) 916,407 1,970,940 6 Guilderton Caravan Park Reserve 34,018 246 34,264 35,587 101 (16,703) 34,018 35,587 101 (16,703) 34,018 35,587 101 (16,703) 34,018 35,587 101 (16,703) 34,018 35,587 101 (16,703) 34,018 35,587 101 (16,703) 34,148 31,379 89 0 31,468
2 Office Equipment Reserve 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
3 Plant and Equipment Reserve 1,354,067 9,000 (87,530) 1,275,537 1,832,540 505,698 (984,171) 1,354,067 1,832,540 8,985 (157,638) 1,683,887 5 Land and Buildings Reserve 916,407 4,976 (477,400) 443,983 1,103,924 3,144 (190,661) 916,407 1,103,924 4,976 (137,960) 970,940 6 Guilderton Caravan Park Reserve 34,018 246 34,264 35,587 101 (1,670) 34,018 35,587 246 35,587 101 (1,670) 34,018 35,587 246 0 35,833 7 Shire Recreation Development Reserve 31,468 217 31,685 31,379 89 0 31,468 31,379 89 0 31,468 31,379 89 0 31,61 31,072 89 0 31,61 31,072 215 0 31,287 10 Tip Rationalisation Reserve 1,606,185 33,223 (50,000) 1,589,408 1,293,667 312,518 0 1,606,185
5 Land and Buildings Reserve 916,407 4,976 (477,400) 443,983 1,103,924 3,144 (190,661) 916,407 1,103,924 4,976 (137,960) 970,940 6 Guilderton Caravan Park Reserve 34,018 246 34,264 35,587 101 (1,670) 34,018 35,587 246 0 35,833 7 Shire Recreation Development Reserve 75,135 518 (50,000) 25,663 74,922 213 0 75,135 74,922 518 (50,000) 25,440 9 Ocean Farm Recreation Reserve 31,468 217 31,685 31,379 89 0 31,468 31,379 217 0 31,596 9 Ocean Farm Recreation Reserve 31,161 215 31,376 31,072 89 0 31,161 31,072 215 0 31,287 10 Tip Rationalisation Reserve 1,606,185 33,223 (50,000) 1,589,408 1,293,667 312,518 0 1,606,185 1,102,486 24,634 (10,000) 1,117,120
6 Guilderton Caravan Park Reserve 34,018 246 34,624 35,587 101 (1,670) 34,018 35,587 246 0 35,833 7 Shire Recreation Development Reserve 75,135 518 (50,000) 25,653 74,922 213 0 75,135 74,922 518 (50,000) 25,440 8 Redfield Park Reserve 31,468 217 31,685 31,379 89 0 31,468 31,379 217 0 31,596 9 Ocean Farm Recreation Reserve 31,161 215 31,072 89 0 31,461 31,072 215 0 31,287 10 Tip Rationalisation Reserve 1,606,185 33,223 (50,000) 1,589,408 1,293,667 312,518 0 1,606,185 1,102,486 24,634 (10,000) 1,117,120 11 Lancelin Community Sport and Recreation Reserve 15,731 22,400 38,131 2,125 13,606 0 15,731 2,125 15 0 2,140 14 Staff Housing 33,559 231 33,790 33,464 95 0 33,559 33,464 589,137 3,507 (209,103) 383,541 15 Future Infrastructure Reserve 567,840 3,507 571,347 589,137 39,806 (61,103) 567,840 589,137 3,507 (209,103) 383,541
7 Shire Recreation Development Reserve 75,135 518 (50,000) 25,653 74,922 213 0 75,135 74,922 518 (50,000) 25,440 8 Redfield Park Reserve 31,468 217 31,685 31,379 89 0 31,468 31,379 217 0 31,596 9 Ocean Farm Recreation Reserve 31,161 215 31,376 31,072 89 0 31,161 31,072 215 0 31,287 10 Tip Rationalisation Reserve 1,606,185 32,223 (50,000) 1,589,408 1,293,667 312,518 0 1,606,185 1,102,486 24,634 (10,000) 1,117,120 11 Lancelin Community Sport and Recreation Reserve 79,739 19,895 99,634 79,513 226 0 79,739 79,513 425 0 79,938 13 Community Infrastructure Reserve 15,731 22,400 38,131 2,125 13,606 0 15,731 2,125 15 0 2,140 15 Future Infrastructure Reserve 567,840 3,507 571,347 589,137 39,806 (61,103) 567,840 589,137 3,507 (209,103) 383,541
8 Redfield Park Reserve 31,468 217 31,685 31,379 89 0 31,468 31,379 217 0 31,596 9 Ocean Farm Recreation Reserve 31,161 215 31,376 31,072 89 0 31,161 31,072 215 0 31,287 10 Tip Rationalisation Reserve 1,606,185 33,223 (50,000) 1,589,408 1,293,667 312,518 0 1,606,185 1,102,486 24,634 (10,000) 1,117,120 11 Lancelin Community Sport and Recreation Reserve 79,739 19,895 99,634 79,513 226 0 79,739 79,513 425 0 79,938 13 Community Infrastructure Reserve 15,731 22,400 38,131 2,125 13,606 0 15,731 2,125 15 0 2,140 14 Staff Housing 33,559 231 33,790 33,464 95 0 33,559 33,464 231 0 33,695 15 Future Infrastructure Reserve 567,840 3,507 571,347 589,137 39,806 (61,103) 567,840 589,137 3,507 (209,103) 383,541
9 Ocean Farm Recreation Reserve 31,161 215 31,376 31,072 89 0 31,161 31,072 215 0 31,287 10 Tip Rationalisation Reserve 1,606,185 33,223 (50,000) 1,589,408 1,293,667 312,518 0 1,606,185 1,102,486 24,634 (10,000) 1,117,120 11 Lancelin Community Sport and Recreation Reserve 79,739 19,895 99,634 79,513 226 0 79,739 79,513 425 0 79,938 13 Community Infrastructure Reserve 15,731 22,400 38,131 2,125 13,606 0 15,731 2,125 15 0 2,140 14 Staff Housing 33,559 231 33,790 33,464 95 0 33,559 33,464 231 0 33,695 15 Future Infrastructure Reserve 567,840 3,507 571,347 589,137 39,806 (61,103) 567,840 589,137 3,507 (209,103) 383,541
10 Tip Rationalisation Reserve 1,606,185 33,223 (50,000) 1,589,408 1,293,667 312,518 0 1,606,185 1,102,486 24,634 (10,000) 1,117,120 11 Lancellin Community Sport and Recreation Reserve 79,739 19,895 99,634 79,513 226 0 79,739 79,513 425 0 79,938 13 Community Infrastructure Reserve 15,731 22,400 38,131 2,125 13,606 0 15,731 2,125 15 0 2,140 14 Staff Housing 33,559 231 33,790 33,464 95 0 33,559 33,464 95 0 33,559 33,464 95 0 33,559 33,464 95 0 35,559 35,6
11 Lancelin Community Sport and Recreation Reserve 79,739 19,895 99,634 79,513 226 0 79,739 79,513 425 0 79,938 13 Community Infrastructure Reserve 15,731 22,400 38,131 2,125 13,606 0 15,731 2,125 15 0 2,140 14 Staff Housing 33,559 231 33,790 33,464 95 0 33,559 33,464 231 0 33,695 15 Future Infrastructure Reserve 567,840 3,507 571,347 589,137 39,806 (61,103) 567,840 589,137 3,507 (209,103) 383,541
13 Community Infrastructure Reserve 15,731 22,400 38,131 2,125 13,606 0 15,731 2,125 15 0 2,140 14 Staff Housing 33,559 231 33,790 33,464 95 0 33,559 33,464 231 0 33,695 15 Future Infrastructure Reserve 567,840 3,507 571,347 589,137 39,806 (61,103) 567,840 589,137 3,507 (209,103) 383,541
14 Staff Housing 33,559 231 33,790 33,464 95 0 33,559 33,464 231 0 33,695 15 Future Infrastructure Reserve 567,840 3,507 571,347 589,137 39,806 (61,103) 567,840 589,137 3,507 (209,103) 383,541
15 Future Infrastructure Reserve 567,840 3,507 571,347 589,137 39,806 (61,103) 567,840 589,137 3,507 (209,103) 383,541
16 Guilderton Country Club Reserve 14.535 8.143 22.678 14.494 41 0 14.535 14.494 63 0 14.557
17 Coastal Management Reserve - Coastal Inundation 192,391 100,000 (53,000) 239,391 0 192,391 0 192,391 0 0 0 0
18 Guilderton Foreshore Reserve 0 128,191 128,191 0 29,896 (29,896) 0 0 0 0 0
19 Unspent Grants Reserve - DFES Grant 0 0 0 0 8,699 (8,699) 0 0 0 0 0
20 Unspent Grants Reserve - Youth Services Website Grant 5,014 0 5,014 0 5,014 0 0 0 0
21 Seniors Housing Reserve 81,188 80,957 162,145 0 81,188 0 81,188 0 0 0 0
22 Gingin Railway Station Reserve 5,747 0 5,747 0 5,747 0 0 0 0
23 Subdivisions Reserve - Battle-Axe LA3 & LA90 0 0 0 2,647 (2,647) 0 0 0 0
24 Contributions to Roads Reserve - Cullalla Road Intersection 45,128 0 45,128 0 45,128 0 0 0 0 0
25 Subdivisions Reserve - Edgar Subdivision 0 0 0 0 2,758 (2,758) 0 0 0 0 0
26 Subdivisions Reserve - Price - Lot 30 Hopkins Street Planning Conditions 0 0 0 23,066 (23,066) 0 0 0 0
27 Subdivisions Reserve - Donaldson Subdivision 0 0 0 0 2,507 (2,507) 0 0 0 0
28 Contribution to Roads Reserve - Cowalla Road Intersection 16,046 0 16,046 0 16,046 0 0 0 0 0
29 Contribution to Roads Reserve - Chitna Road 3,009 0 3,009 0 3,009 0 0 0 0
30 Subdivisions Reserve - Harris M Subdivision 0 0 0 1,284 (1,284) 0 0 0 0
31 Contribution to Roads Reserve - Balance of Muni Funds 492,808 0 (274,552) 218,256 0 960,111 (467,303) 492,808 0 0 0
32 Community Infrastructure Reserve - Lower Coastal Fire Control 25,266 0 25,266 0 25,266 0 0 0 0 0
33 Community Infrastructure Reserve - Gingin Logo Plates 8,030 0 8,030 0 8,030 0 8,030 0 0 0 0 0
34 Community Infrastructure Reserve - Gingin Ambulance 42,120 6,000 48,120 0 42,120 0 0 0 0
35 Community Infrastructure Reserve - Concept Plan for Granville Park Gingin 0 0 0 2,858 (2,858) 0 0 0 0 0
36 Community Infrastructure - Lancelin Ambulance 12,937 18,000 30,937 0 12,937 0 12,937 0 0 0
37 Coastal Management Reserve - BEN Signs 0 0 0 0 21,772 (21,772) 0 0 0 0
Subdivision Reserve - Mallee Lane Subdivision Contribution towards DUP Cheriton 14,672 0 14,672 0 14,672 0
38 Rd to Brockman St 14,672 0 0 0 0
40 Public Open Space Reserve 26,050 0 26,050 0 26,050 0 26,050 0 0 0 0 0
41 Guilderton Trailer Parking Reserve 29,896 12,739 42,635 0 29,896 0 29,896 0 0 0 0
6,189,817 451,439 (992,482) 5,648,774 5,553,210 2,439,946 (1,803,339) 6,189,817 5,362,029 47,013 (564,701) 4,844,341

MINUTES APPENDIX 12.3.1

ORDINARY COUNCIL MEETING 17 AUGUST 2021

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022 8. CASH BACKED RESERVES

(b) Cash Backed Reserves - Purposes

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

Anticipated Reserve name date of use Purpose of the reserve 1 LSL, Annual, Sick Leave and Staff Contingency As required Used to fund annual leave, long service leave, sick leave, redundancy/retirement and staff contingency 2 Office Equipment Reserve As required Used for the acquisition and/or replacement of major items of office equipment (including computer system). 3 Plant and Equipment Reserve 2021/22 Used for the purchase of major plant and equipment. 5 Land and Buildings Reserve 2021/22 Used for the replacement and/or acquisition of land and buildings. 6 Guilderton Caravan Park Reserve As required Used for the development of Guilderton Caravan Park facilities. Used for the development of Shire Recreation facilities. 7 Shire Recreation Development Reserve 2021/22 Used for the development of Public Open Space within the Redfield Park subdivision. Redfield Park Reserve As required Used for the development of recreation and community facilities within the Ocean Farm subdivision. o Ocean Farm Recreation Reserve As required 10 Tip Rationalisation Reserve 2021/22 Used for rationalisation of rubbish tip facilities within the Shire. As required Used in developing building and other associated infrastructure at the Lancelin Community Sporting Club and are to be spent upon 11 Lancelin Community Sport and Recreation Reserve request from the Club, and approval from Council 13 Community Infrastructure Reserve As required Used to assist in the financing of community facilities 14 Staff Housing As required To be used to fund Staff housing infrastructure additions and/or replacement. 15 Future Infrastructure Reserve As required To used to fund future infrastructure construction, purchase, additions and/or renewals. To be used to fund the development of the Guilderton Country Club and are to be spent upon request from the Club, and approval As required 16 Guilderton Country Club Reserve from Council 2021/22 17 Coastal Management Reserve - Coastal Inundation For the purpose of funding coastal erosion mitigation and inundation works. 18 Guilderton Foreshore Reserve As required For the purpose to upgrade facilities and amenity within the Guilderton foreshore area. 19 Unspent Grants Reserve - DFES Grant As required For the purpose of isolating grant funds received and not used during a financial period. 20 Unspent Grants Reserve - Youth Services Website Grant As required For the purpose of isolating grant funds received and not used during a financial period. 21 Seniors Housing Reserve As required For the purpose of repairs, improvements, extensions or construction of seniors housing. 22 Gingin Railway Station Reserve As required For the purpose of improving and maintaining the Gingin Railway Station. 23 Subdivisions Reserve - Battle-Axe LA3 & LA90 As required For the purpose of isolating subdivision monies intended for future works. 24 Contributions to Roads Reserve - Cullalla Road Intersection As required For the purpose of funding future road works 25 Subdivisions Reserve - Edgar Subdivision For the purpose of isolating subdivision monies intended for future works. As required 26 Subdivisions Reserve - Price - Lot 30 Hopkins Street Planning Conditions As required For the purpose of isolating subdivision monies intended for future works. 27 Subdivisions Reserve - Donaldson Subdivision As required For the purpose of isolating subdivision monies intended for future works. 28 Contribution to Roads Reserve - Cowalla Road Intersection As required For the purpose of funding future road works. As required 29 Contribution to Roads Reserve - Chitna Road For the purpose of funding future road works. 30 Subdivisions Reserve - Harris M Subdivision As required For the purpose of isolating subdivision monies intended for future works. 31 Contribution to Roads Reserve - Balance of Muni Funds 2021/22 For the purpose of funding future road works. 32 Community Infrastructure Reserve - Lower Coastal Fire Control As required Used to assist in the financing of community facilities. 33 Community Infrastructure Reserve - Gingin Logo Plates As required Used to assist in the financing of community facilities. 34 Community Infrastructure Reserve - Gingin Ambulance Used to assist in the financing of community facilities. As required 35 Community Infrastructure Reserve - Concept Plan for Granville Park Gingin As required Used to assist in the financing of community facilities. 36 Community Infrastructure - Lancelin Ambulance Used to assist in the financing of community facilities. 37 Coastal Management Reserve - BEN Signs As required For the purpose of funding coastal erosion mitigation and inundation works. Subdivision Reserve - Mallee Lane Subdivision Contribution towards DUP Cheriton As required For the purpose of isolating subdivision monies intended for future works. 38 Rd to Brockman St 40 Public Open Space Reserve As required For the purpose of funding development of public open space. 41 Guilderton Trailer Parking Reserve As required For the purpose of future trailer park bay maintenance at Guilderton Foreshore.

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2022

9. FEES & CHARGES REVENUE

General purpose funding
Law, order, public safety
Health
Education and welfare
Housing
Community amenities
Recreation and culture
Transport
Economic services
Other property and services

2021/22 Budget	2020/21 Actual	2020/21 Budget
\$	\$	\$
0	2,820	0
104,450	85,610	193,650
50,000	282,433	723,000
9,500	10,030	103,787
112,764	111,969	12,000
1,679,290	1,697,528	1,615,378
110,000	94,602	92,917
135,000	149,487	0
1,612,796	1,639,779	1,428,651
15,000	33,989	22,050
3,828,800	4,108,247	4,191,433

10. GRANT REVENUE

TO. ORANT REVENUE	2021/22	2020/21	2020/21
	Budget	Actual	Budget
By Program:	\$	\$	\$
(a) Operating grants, subsidies and contributions			
Governance	5,000	16,225	2,000
General purpose funding	1,025,367	1,836,699	956,033
Law, order, public safety	577,438	680,136	489,668
Health	5,350	83,722	0
Education and welfare	0	28,177	5,000
Housing	0	80,957	0
Community amenities	223,697	215,921	300,702
Recreation and culture	0	534,179	164,751
Transport	228,403	217,967	207,514
Economic services	36,636	66,340	0
Other property and services	63,900	88,564	95,000
	2,165,791	3,848,887	2,220,668
(b) Non-operating grants, subsidies and contributions			
Law, order, public safety	4,121,319	175,000	4,051,500
Community amenities	0	335,887	0
Recreation and culture	840,307	43,227	1,372,862
Transport	3,640,734	7,240,431	7,348,377
	8,602,360	7,794,545	12,774,739
Total grants, subsidies and contributions	10,768,151	11,643,432	14,995,407

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2022 11. REVENUE RECOGNITION

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/ Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Revenue recognition	Accou	dard
Rates	General Rates	Over time	Payment dates adopted by Council during the year	None	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued	AASB 1 AASB 1	
Specified area ates	Rates charge for specific defined purpose	Over time	adopted by	Refund in event monies are unspent	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued	AASB 1 AASB 1	
Service charges	Charge for specific service	Over time	adopted by	Refund in event monies are unspent	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued	AASB 1 AASB 1	
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs	AASB 1	5
Grants, subsidies or contributions or the construction of non-financial assets	Construction or acquisition of recognisable non-financial assets to be controlled by the local government	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	based on project milestones and/or completion date matched to performance obligations as inputs	AASB 1	5
Grants with no contract commitments	General appropriations and contributions with no reciprocal commitment	No obligations	Not applicable	Not applicable	Cash received	On receipt of funds	Not applicable	are shared When assets are controlled	AASB 1	058
icences/ Registrations/ Approvals		Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment and issue of the licence, registration or approval	AASB 1	058
Pool inspections	Compliance safety check	Single point in time	Equal proportion based on an equal annually	None	Set by State legislation	Apportioned equally across the inspection cycle	No refunds	After inspection complete based on a 4 year cycle	AASB 1	058
Other inspections		Single point in time	fee Full payment prior to inspection	None	Set by State legislation or limited by legislation to the	Applied fully on timing of inspection	Not applicable	Revenue recognised after inspection event occurs	AASB 1	058
Vaste nanagement collections	Kerbside collection service	Over time	Payment on an annual basis in advance	None	cost of provision Adopted by council annually	Apportioned equally across the collection period	Not applicable	based on regular weekly and fortnightly period as proportionate to	AASB 1 AASB 1	
Waste nanagement entry fees		Single point in time	Payment in advance at gate or on normal trading terms if credit	None	Adopted by council annually	Based on timing of entry to facility	Not applicable	collection service On entry to facility	AASB 1	058
Airport landing charges	facilities and runway	Single point in time	provided Monthly in arrears	None	Adopted by council annually	Applied fully on timing of landing/take-off		On landing/departure event		
Property hire and entry		Single point in time	In full in advance	Refund if event cancelled within 7 days	Adopted by council annually	Based on timing of entry to facility	limited to repayment of transaction	On entry or at conclusion of hire	AASB 1	5
Memberships	Gym and pool membership	Over time	Payment in full in advance	Refund for unused portion on application	Adopted by council annually	Apportioned equally across the access period	transaction	Output method Over 12 months matched to access right	AASB 1	5
Fees and charges for other goods and services	Cemetery services, library fees, reinstatements and private works		Payment in full in advance	None	Adopted by council annually	Applied fully based on timing of provision	price Not applicable	Output method based on provision of service or completion of works	AASB 1	058
Sale of stock	Aviation fuel, kiosk and visitor centre stock	Single point in time	In full in advance, on 15 day credit	Refund for faulty goods	Adopted by council annually, set by mutual agreement	Applied fully based on timing of provision	Returns limited to repayment of transaction	Output method based on goods	AASB 1	058
Commissions	Commissions on licencing and ticket sales	Over time	Payment in full on sale	None	Set by mutual agreement with the customer	On receipt of funds	price Not applicable	When assets are controlled	AASB 1	5
Reimbursements		Single point in time	Payment in arrears for claimable event	None	Set by mutual agreement with the customer	When claim is agreed	Not applicable	When claim is agreed	AASB 1	5

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022

12. OTHER INFORMATION

12. OTHER INFORMATION			
	2021/22	2020/21	2020/21
	Budget	Actual	Budget
	\$	\$	\$
The net result includes as revenues			
(a) Interest earnings			
Investments			
- Reserve funds	10,000	20,418	30,000
- Other funds	5,000	3,736	30,000
Other interest revenue (refer note 1b)	122,444	123,328	141,000
	137,444	147,482	201,000
(b) Other revenue			
Reimbursements and recoveries	196,287	42,035	108,993
Other	0	13,288	0
	196,287	55,323	108,993
The net result includes as expenses			
(c) Auditors remuneration			
Audit services	66,040	22,104	65,000
	66,040	22,104	65,000
(d) Interest expenses (finance costs)			
Borrowings (refer Note 6(a))	104,146	107,340	110,075
Interest expense on lease liabilities	1,195	1,046	0
	105,341	108,386	110,075
(e) Elected members remuneration			
Meeting fees	72,000	69,125	69,125
Mayor/President's allowance	16,000	14,000	14,000
Deputy Mayor/President's allowance	4,000	3,500	3,500
Travelling expenses	12,740	10,390	15,000
Telecommunications allowance	18,180	15,930	16,226
	122,920	112,945	117,851
(f) Low Value lease expenses			
Office equipment	2,100	2,086	7,800
	2,100	2,086	7,800

SHIRE OF GINGIN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2022
13. TRUST FUNDS

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Detail	Balance 30 June 2021	Estimated amounts received	Estimated amounts paid	Estimated balance 30 June 2022
	\$	\$	\$	\$
Public Open Space	11,326	0	0	11,326
	11,326	0	0	11,326

SHIRE OF GINGIN

NOTES TO AND FORMING PART OF THE BUDGET FOR THE YEAR ENDED 30 JUNE 2022

14. SIGNIFICANT ACCOUNTING POLICIES - OTHER INFORMATION

GOODS AND SERVICES TAX (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

CRITICAL ACCOUNTING ESTIMATES

The preparation of a budget in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

COMPARATIVE FIGURES

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

BUDGET COMPARATIVE FIGURES

Unless otherwise stated, the budget comparative figures shown in the budget relate to the original budget estimate for the relevant item of disclosure.

SUMMARY																1
30111111111111					CAPITAL	ROADWORKS BUI	DGET 20	21/22	1	1						
					COSTS			·,			FL	JNDING SOURC	CES			
Road Name	Works Description	Salaries	Overheads	Plant		Contractors	TOTAL	-	RRG (12215060)	LRCIP	RTR (12215075)	CLGF	WSFN	RRSP	Shire	
	Pavement reconstruction, widen seal and						,			'		'	,	· · · · · · · · · · · · · · · · · · ·		
KW Road	clearing. SLK 10.20-17.86	\$ 116,530.00	\$ 122,356.00	\$ 261,061.00	\$ 315,300.00	\$ 1,458,542.00	\$	2,273,789.00					\$ 2,122,202.00		\$ 1	151,587.00
Nabaroo Road	Resheet formation. SLK 13.45-14.85	\$ 30,137.00	\$ 31,644.00	\$ 46,370.00		\$ 220,875.00	\$	329,026.00	\$ -						\$ 3	329,026.00
	Reseal from Dewar/Brockam Street intersection															
Weld Street	including asphalt at intersection. SLK 0.00-1.54	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	\$	60,000.00							\$	60,000.00
	Ashpalt Intersection of Cockram Road and															
Cockram Road	Creighton Road SLK 0.46	\$ -	\$ -	\$ -		\$ 16,182.00		16,182.00								16,182.00
Moore River Drive	Reseal	\$ -	\$ -	\$ -		\$ 28,800.00		28,800.00							\$	28,800.00
Jones Street Guilderton	Reseal	\$ -	\$ -	\$ -	•	\$ 6,240.00		6,240.00							\$	6,240.00
Edwards Street Guilderton	Reseal	\$ -	\$ -	\$ -	\$ -	\$ 3,840.00		3,840.00							\$	3,840.00
Mullins Way	Reseal. SLK 0.06-0.30	\$ -	\$ -	\$ -		\$ 103,850.00		103,850.00							\$ 1	103,850.00
Timothy Street	Reseal	Ş -	\$ -	\$ -		\$ 3,330.00		3,330.00							\$	3,330.00
Tanner Avenue	Reseal	\$ -	\$ -	\$ -		\$ 2,952.00		2,952.00							\$	2,952.00
Hamersley Road	Reseal	, \$ - -	\$ -	\$ -	\$ -	\$ 3,456.00	\$	3,456.00							\$	3,456.00
	Asphalt Brockman Street from Weld St to Cairns	_	_													
Brockman Street	Cres	- \$ -		Ÿ	4 74 250 00	\$ 37,500.00		37,500.00								37,500.00
Mimegarra Road	Resheet formation. SLK 0.00-2.00	-			\$ 74,250.00			350,742.00			45.050					350,742.00
Bootine Road	Reseal	- \$ -	\$ -	\$ -		\$ 91,334.00		91,334.00			\$ 45,250.0				\$	46,084.00
Whitfield Street Guilderton	Asphaly overlay		<u> </u>	<u> </u>	A	\$ 51,000.00		51,000.00			\$ 51,000.0				\$	-
Beermullah West Road	Remove & Replace floodways x 2	\$ - -	\$ -	\$ -	\$ -	\$ 375,000.00	\$	375,000.00			\$ -				\$ 3	375,000.00
Charitan Band	Resheet from Country Heights Estate to end. SLK 7.88-9.64	¢ 22.400.00	¢ 22.205.00	ć 40.03C.00	¢ 66,000,00	ć 425 525 00		207 676 00			ć 207.676.	20				
Cheriton Road Cowalla Road	Reconstruct pavement and widen	- ' '		\$ 40,836.00	\$ 66,000.00 \$ 285,150.00			287,676.00 1,255,910.00	¢ 727.426.00		\$ 287,676.0	30			\$ c '	-
	Reseal & Verge Mulching	\$ 82,374.00			\$ 285,150.00			1,255,910.00	\$ 727,436.00		\$ 198,185.0	20			\$ 5	528,474.00
Gingin Brook Road	Spot & Install Edge Line, Install Audio Tactile Edge	_ `	\$ -	> -		\$ 198,185.00	Ş	196,165.00			\$ 190,105.0	50			Þ	-
Gingin Brook Road	Line					\$ 208,985.00	ċ	208,985.00						\$ 208,985.00	ċ	
Footpaths	Lille	-				\$ 200,363.00	\$ \$	200,000.00		\$ 100,000.00						100,000.00
Tootpatris		¢ 207 205 00	¢ 201 671 00	\$ 590,915.00	T 1	\$ 3,767,206.00	т	5,887,795.00	\$ 727,436.00		\$ 582,111.0	00 \$ -	¢ 2.122.202.00	\$ 208,985.00		147,063.00
		\$ 287,303.00	3 301,071.00	3 390,913.00		\$ 3,707,200.00	۶	3,867,793.00	\$ 727,430.00	3 100,000.00	3 302,111.0	50 \$ -	\$ 2,122,202.00	\$ 200,963.00	2,1	147,003.00
							_									
							+			+						
							-			+						
										1						
		 					+		 	+		_				
							1									
		1					1									
		<u> </u>					1									
							1									-
																-
							1									-
	1	I.	1						1	1				1		

GING	al N				SHIRE OF GINGIN	- PLAN	REPLACEMENT PROGRAM					
					ESTIN	MATED NE	T EXPENDITURE					
					TEN YEA	R PERIOD	2020/21 TO 2029/30					
YEAR	VEHICLES	REG NO.	KILOMETRES/ HOURS	KILOMETRES/ HOURS	REPLACEMENT YEARS	Asset No	WDV	Net	2020/2021 Actuals		2021/2022	Sale
ROAD PLA	NT		As at April 2019	As at July 2021	REPLACEMENT TEARS			\$	Purchase Sale	Net \$	Purchase	Sale
	JOHN DEERE GRADER 670G	GG001	2277 hrs		10			\$0		\$0		
	JOHN DEERE GRADER 670G JOHN DEERE GRADER 670D	GG003 GG004	3606 hrs 7128 hrs	12	10	PLANT14E		\$0 \$275,350		\$0 \$0		
2017	JOHN DEERE TRACTOR	GG012	507hrs		8			\$0		\$0		
	JOHN DEERE TRACTOR CASE LOADER 621D <i>TO BE PUSHED OUT TO 22/</i> 23	GG019 GG006	926 hrs	5205 hrs	8			\$0 \$0		\$0 \$0		
	CASE LOADER 721F	GG006 GG026	4831 hrs 2218 hrs	5205 1115	8			\$0 \$0		\$0 \$0		
	CASE LOADER 921F	GG016	1500 hrs		8			\$0		\$0		
	JCB BACKHOE 3CX AVELING ROLLER	GG011 GG021	1911 hrs 1699 hrs	12	8 N/A	PLANT4B		\$0 \$0		\$0 \$0		
	AMMANN MULTI-TYRED ROLLER	GG021 GG029	2616 hrs		7			\$0 \$0		\$0 \$0		
	BOMAG ROLLER BW212	GG079	1836.5 hrs	12		PLANT85		\$0		\$0		
	MINI SKID STEER - GINGIN MINI SKID STEER - COASTAL	-	304 hrs	12				\$0 \$0		\$0 \$0		
	GRAVEL SCREEN (GRIZZLY)	-		12	N/A			\$0 \$0		\$0 \$0		
		SUB-TOTAL						\$275,350	\$401,850 (\$126,500)	\$0	\$0	\$0
TRUCKS/1	RAILERS		As at April 2020	An at July 2004								
	MERCEDES BENZ PRIME MOVER TO BE PUSHED		As at April 2020	As at July 2021								
2008	OUT TO 22/23	GG028	609535 km	6271 km	10			\$0		\$0		
	VOLVO FM13 PRIME MOVER VOLVO FM13 PRIME MOVER	GG045	264485 km		10	+		\$0 \$0		\$0 \$0		
	WERCEDES BENZ - WATER TRUCK - TO BE PUSHED	GG002	461496 km		10			\$0		\$0		
2008	OUT TO 26/27	GG066	502737 km	537393 km	10			\$0		\$0		
	BOSTRL SEMI-TRAILER END TIPPER	GG024	-	40	25 (was 20)	DI ANITOO		\$0		\$0		
	DRAKE LOW LOADER ISUZU MAINTENANCE TRUCK	GG037 GG048	- 30000 km	12	20	PLANT20		\$0 \$0		\$0 \$0		
2018	SUZU MAINTENANCE TRUCK TIPPER	GG060	40692 km		4			\$0		\$0		
	MITSUBISHI FUSO 8 WHEELER TO BE PUSHED OUT TO 22/23	00000	455000	4047001				**		**		
	OUT TO 22/23	GG088 GG056	155298 km 156111 km	184789 km 164524 km	8 15 (was 10)			\$0 \$0		\$0 \$0		
	12,000 LITRE WATER TANK WITH FIELD STANDS	-	130111 KIII	104324 KIII -	15 (was 10) 15			\$0		\$0 \$0		
	ROAD BROOM TRAILER	GG042		-	25 (was 20)			\$0		\$0		
	SIDE TIPPING SEMI-TRAILER SIDE TIPPING SEMI-TRAILER	GG6014 GG6017		-	15 15			\$0 \$0		\$0 \$0		
	ENCLOSED TRAILER - GG MAINT	000017		-	5			\$0		\$0		
	TIPPING TRAILER - UPPER COASTAL			-	15			\$0		\$0		
	TIPPING TRAILER - GINGIN TOWN MAINT WATER TRAILER	GG039 GG6905		-	15 15			\$0 \$0		\$0 \$0		
		GG078		N/A	10			\$0		\$0		
2019	BARTCO VARIABLE MESSAGE BOARD (VMB)	GG6666		N/A	10			\$0		\$0		
	VARIABLE MESSAGE BOARD (VMB) CFWD TO 21/22- cfwd to 22/23 VARIABLE MESSAGE BOARD (VMB) CFWD TO 21/22-				10			\$0		\$0	\$0	
NEW	crwd to 22/23 S.A.M. VMB TRAILER	GG6015		N/A	10			\$0	\$0	\$0	\$0	(\$1,000)
	ON COME THE THE THE THE THE THE THE THE THE TH	SUB-TOTAL		IVA				\$0	1	\$0	\$0	(\$1,000)
UTILITIES	SMALL TRUCKS											
2010	ISUZU UTILITY 4WD DUAL CAB - CESM	GG.005	100000 km		3yrs/200,000km			\$0		\$0		
	SUZU UTILITY 4WD DUAL CAB - BUSH FIRE RISK CO-	GG.003	100000 KIII		3y15/200,000KiII			φυ		ΨU		
		GG09	143214 km	172448 km	4yrs/200,000km			\$0		\$0	\$0	\$0
		GG.073 GG.074	74450 km 80000 km	145765 km 6 155428 km 6		PLANT13F LANT218		\$0 \$0		\$26,000 \$26,000	\$41,000 \$41,000	(\$15,000) (\$15,000)
	SUZU UTILITY 4WD SPACE CAB - RANGER 3	GG.070	30928 km	130420 KIII 0	3yrs/200,000km	LANTZIO		\$0		\$0	Ψ+1,000	(\$15,000)
	SUZU UTILITY 4WD DUAL CAB - GRADER											
	MAINTENANCE C/FWD from 19/20 VW T5 VAN - MECHANIC	GG068 GG.009	79672 km	12		PLANT480		\$24,800 \$53,133		\$0 \$0		
	SUZU UTILITY 4WD SPACE CAB - GG MAINT	GG.009		0	4y15/200,000KIII	LANISII	•	φ 33,133	\$01,313 (\$0,102)	φυ		
	SUPERVISOR	GG.013	94242 km	132141 km 6	4yrs/200,000km	PLANT38F		\$0		\$26,000	\$41,000	(\$15,000)
2016	ISUZU UTILITY 4WD DUAL CAB - CONSTRUCTION/MAINT UTE	GG.049	86121 km	126214 km 6	4yrs/200,000km	PLANT53H		\$0		\$26,000	\$41,000	(\$15,000)
	ISUZU UTILITY 4WD SPACE CAB (TIPPER) - GUILDERTON GARDENER	GG.017	97625 km	131573 km	4yrs/200,000km			\$0		\$30,000	\$46,000	(\$16,000)
		GG.043	69854 km	96466 km 6	4yrs/200,000km	PLANT78N	ı	\$0		\$0	\$0	\$0
	ISUZU UTILITY 4WD SPACE CAB - LA GARDENER / BUILD MAINT (TIPPER)	GG.033	92412 km	121618 km	4yrs/200,000km			\$0		\$30,000	\$46,000	(\$16,000)
2017	ISUZU UTILITY 4WD SPACE CAB - GU C/VAN PARK (TIPPER) <i>TO BE PUSHED OUT 22/23</i>	GG.044	75212 km	93264 km 6	4yrs/200,000km			\$0		\$0	\$0	\$0
2017	SUZU UTILITY 4WD DUAL CAB - CONSTRUCTION UTE		91234 km	137121 km	4yrs/200,000km			\$0		\$29,000	\$45,000	(\$16,000)
2016	ISUZU UTILTY 4WD DUAL CAB - OPERATIONS CO- ORDINATOR UTE	GG.046	139978 km	6	4yrs/200,000km	PLANT11		\$26,879	\$47,334 (\$20,455)	\$0		
	ISUZU UTILITY 4WD SPACE CAB - UPPER COASTAL MAINT	GG 030	170000 km	Τ	2ure/200 000lm			¢ac cca	\$42.200 /\$40.000\	\$0		
2018	SUZU UTILITY 4WD SPACE CAB - GG MAINT	GG.020 GG061	170000 km 18177 km		3yrs/200,000km 4yrs/200,000km			\$26,663 \$0	\$43,299 (\$16,636)	\$0 \$0		
	CA/PERPALLAR FORKLIFT	GG085	989 hrs			ent Program	- 2020-21 to 2029-30 at 1 Aug 2021	\$0		\$0		

GING	বার্				SHIRE OF GINGIN	- PLANT	REPLACEMENT PROGRAM						
					ESTIM	ATED NE	T EXPENDITURE						
					TEN YEAR	R PERIOD	2020/21 TO 2029/30						
	DRIVER REVIVOR VAN	SUB-TOTAL						\$131,475		(\$66,909)	\$0 \$193,000	\$301,000	(\$108.000)
		002 101112						V.0.1,11	4.66,66	(\$00,000)	4.00,000	4001,000	(\$100,000)
YEAR	VEHICLES	REG NO.		KILOMETRES/ HOURS	REPLACEMENT YEARS	Asset No		Net	2020/2021 Purchase	Sale	Net F	2021/2022 Purchase \$	Sale
	NO PLANT		As at April 2020	As at July 2021				\$			\$		
GARDENII	NG PLANT												
	MOWER (KUBOTA) LANCELIN	GG.034	611 hrs	882 hrs	5			\$0			\$33,000	\$40,000	(\$7,000)
	MOWER (KUBOTA) GINGIN MOWER GUILDERTON CVN PARK	GG.041 N/L	847 hrs 265 hrs April 2019		5			\$0 \$0			\$0 \$0		
2015	MOWER (Kubota Zero Turn) GUILDERTON TO BE	N/L	·		5			a a			φU		
	PUSHED OUT TO 22/23	GG095	50 hrs April 2019	260 hrs	3			\$0			\$0		
2014	SLASHER (VERGE MAINTENANCE) x 2	-		N/A	8			\$0	0		\$0		
		SUB-TOTAL						\$0	0 \$0	\$0	\$33,000	\$40,000	(\$7,000)
MANAGE	MENT										, ,	, .,	(, ,,,,,,,,
2045	TOYOTA DRADO WACON, CEO	2.00		N/2									
	TOYOTA PRADO WAGON - CEO ISUZU MU-X - EMCCS	0.GG 2.GG	N/A 8000 km	N/A	N/A 6 4yrs/200,000km	PLANT231		\$0 \$0		_	\$0 \$0		
2019	ISUZU MU-X - EHO TO BE PUSHED OUT TO 22/23	3.GG	35732 km		6 4yrs/200,000km	PLANT4N		\$0			\$0		
2017	ISUZU MU-X - EMRDS	4.GG	90000 km		6 4yrs/200,000km	PLANT90T		\$0			\$25,000	\$43,000	(\$18,000)
	ISUZU MU-X - POOL VEHICLE UTILITY ISUZU 4WD DUAL CAB - MSP	6.GG 8GG	114823 km 79020 km	145771 km 120216 km	12 4yrs/200,000km 4yrs/200,000km	PLANT52T		\$0 \$0		_	\$23,000 \$23,000	\$38,000 \$38,000	(\$15,000) (\$15,000)
	UTILITY ISUZU 4WD DUAL CAB - IMO	5GG	34500 km		6 3yrs/200,000km	PLANT93F	2	\$51,760	-	\$0	\$23,000	φ50,000	(ψ13,000)
		SUB-TOTAL						\$51,760	0 \$51,760	\$0	\$71,000	\$119,000	(\$48,000)
		SUB-TUTAL	-					\$31,760	\$51,760) \$U	\$71,000	\$119,000	(\$40,000)
	ITY VEHICLES												
	GINGIN COMMUNITY BUS PUSH OUT TO 2021/22+	GG007			7 years			\$0			\$0		
	LANCELIN COMMUNITY BUS C/FWD 2018/19 \$105k GINGIN C.A.T.S. CAR				7 years 7 years			\$0			\$0 \$0		
	LANCELIN C.A.T.S. CAR				7 years			\$0			\$0 \$0		
		SUB-TOTAL						\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL COUNCIL OWNED & COMMUNITY												
	PLANT/VEHICLES							\$458,586	se51 99 ²	(\$193,409)	\$297,000	\$460,000	(\$164,000)
								\$400,000	Ψ001,000	(ψ130,403)	Ψ251,000	ψ-100,000	(\$104,000)
TOTAL	EXPENDITURE							\$458,586	6 \$651,995	(\$193,409)	\$297,000	\$460,000	(\$164,000)
	S OF FUNDING				MUNICIPAL FUNDO NEW	,	Minus C/Fwds	(0.445.000)	4		(\$000, 470)		
	MUNICIPAL FUNDS NEW CARRY FORWARDS				MUNICIPAL FUNDS NEW CARRY FORWARDS		GG006, GG056, GG028	(\$415,000) (\$480,000)		(\$85,000)	(\$209,470) \$0		
					Previously transferred to reserve		GG006	\$200,000	0	(400,000)			
					Transfer to/(from) Reserve			(\$323,586)	(1)		(\$87,530)		
					SUMMARY	**Maximu	m new Muni funds = \$815k each year (not offset sale income)						
					Net Purchases			\$458,586			\$297,000		
					Transfers to Reserve for purch			\$280,000			\$0		
					Maximum new Muni funds = \$4 Transfer to/(from) Reserve	115K each y	ear (not oπset sale income)	-\$323,585.59		-	(\$415,000) \$118,000.00		
								, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
					Plant Reserve EOFY 2019/20			\$1,832,540			\$1,587,530		
\vdash		1			2020/21 Transfer to Plant Rese 2020/21 Transfer (from) Plant I			\$500,076 (\$745,086			(\$87,530)		
					2020/21 Hanslet (HUIII) Fidill I	1.030116		(4:40,000					
	PLANT/ EQUIPMENT RESERVE		PLANT/ EQUIPMENT RE	SERVE (at start of year in	cluding C/Fwds from previous year) #REF!	Reserve Balance	\$1,587,530	0		\$1,500,000		
\vdash		1				+	00000	\$ 190,000.00				-	
							GG056	\$ 97,000.00					
							message boards	\$ 52,000.00					
\vdash					Additional transfer for GG006	(previously	transferred \$200k to reserve - new purchase net value \$220k) Total Carried forward plant purchases				-	-	
							Community Bus replacement from restricted cash						
									Total transfer to Plant Reserve 2020/21				
								A 000					
					Remaining minimum muni fundsT	ranster of u	unspent muni funds (to equal \$415k minimum) to plant reserve	-\$ 323,585.59 -\$ 31,000.00					
		+				+ +		-\$ 80,000.00					
							GG068	-\$ 28,000.00					
\vdash		1				+ -		-\$ 282,500.00	Total transfer from Plant Reserve 2020/21				
								-φ 140,080.59	Total transfer from Flant Reserve 2020/21		I		
								\$1,587,530.36					
							Imbalance	\$0.00	0				



SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description	Rate 2020/21	Rate 2021/22	Comments	Inc. GST
Administration					
	Change of Ownership Pates Only (per single enquin)	\$39.50	\$41.00		
Account Enquiries	Change of Ownership Rates Only (per single enquiry) Rates with Orders & Requisitions (per single enquiry)	\$86.30	\$88.00		
Instalment Charges	Adhoc Rates payment arrangements Administration Charge	\$15.00	\$15.00		
instannent Charges	Two Rate Instalments Administration Charge	\$5.00	\$5.00		
	Four Rate Instalments Administration Charge	\$15.00	\$15.00		
	Payment in leiu of Rates	As per Lease Agreement	As per Lease Agreement		
	At Counter - per copy of rate assessment (when ordering more than one)	\$15.00	\$15.00		x
Notice of Discontinuance	Notice of Discontinuance (Application to have Court Case discontinued) if eligible	Recovery of	Recovery of		Α
Notice of Discontinuance	Trouble of Biscontinuarios (Application to have sourt said absorbanded) if english	Court Costs	Court Costs		
Council Minutes	At Counter - per copy	\$10.50	\$11.00		х
	Posted - per copy	\$25.00	\$25.50		X
	Same price as hard copy unless available on website				
	Fee for Disk/USB	\$10.50	\$11.00		x
Administration Support	Document search fee - per hour	\$60.00	\$60.00		
	Shire staff administration support - per hour	\$50.00	\$50.00		
Cemetery Charges	In open ground for sinking, re-opening, exhumation or reburial	\$989.00	\$989.00		х
comerci, changes	Issue of a grant of Exclusive Right of Burial - Ordinary land for grave 2.4m X 1.2m 25 yrs	\$85.00	\$85.00		х
	Renewal of a grant of Exclusive Right of Burial - Ordinary land for grave 2.4m X 1.2m 25 yrs	\$85.00	\$85.00		х
	Transfer of a grant of Exclusive Right of Burial – Ordinary land for grave 2.4m X 1.2m 25 yrs	\$28.00	\$28.00		X
	For permission to construct a vault or headstone	\$56.00	\$56.00		x
	Alter or add to any grave or headstone monument	\$56.00	\$56.00		Х
	For each interment on a Saturday, Sunday or after hours. (Additional charge)	\$226.00	\$226.00		x
	For removal of headstone/concrete works	\$113.50	\$113.50		x
	For interment of ashes (in ground or niche wall)	\$56.00	\$56.00		X
	Issue of a grant of Exclusive Right of Burial – Ashes - Niche Wall 25 yrs	\$85.00	\$85.00		x
	Renewal of a grant of Exclusive Right of Burial – Ashes - Niche Wall 25 yrs	\$85.00	\$85.00		х
	Transfer of a grant of Exclusive Right of Burial – Ashes - Niche Wall 25 yrs	\$28.00	\$28.00		х
	Purchase of Niche Wall Plaque engraved	Cost plus \$54 (instalment	Cost plus \$54 (instalation &		x
		and administration costs)	administration costs)		
	Funeral Directors' Single Funeral Permit	\$78.00	\$78.00		
	Funeral Directors' Annual Licence Fee	\$168.50	\$168.50		
	Monumental Masons - Annual Licence Fee	\$113.50	\$113.50		
Memorials	Purchase of Plaque (engraved) or other Memorial and installation costs	Cost plus installation Costs			Х
			& administration)		
History Books	Gingin History	\$12.50	\$12.50		х
-	Brush with Nature (soft)	\$12.50	\$12.50		х
	Brush with Nature (hard)	\$18.50	\$18.50		X
	The Old North Road	\$22.50	\$22.50		х
	Neergabby	\$18.50	\$18.50		х
	Secret No Longer	\$20.00	\$20.00		
	Cowalla and its Buildings	\$15.50	\$15.50		х
Library Deposit	Per item - Book Deposit for non-permanent residents Minimum	m \$20.00	\$20.00		
	deposit \$20				

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description	Rate 2020/21	Rate 2021/22	Comments	Inc. GST
Administration					
Restricted Access Vehicle Permit	Permit for Restricted Access Vehicles to travel on Shire roads not within the Agricultural Lime Route (per vehicle)	\$78.00	\$78.00		
Standpipe Bore Water	Per 1,000 litre or part thereof (Refer Exec. Manager Operations for approval)	\$11.00	\$11.00		
Hire of Roadwise Trailer	Per Day (Excluding Police and Emergency Services no charge)	\$91.50	\$95.00		Х
	Bond (Refundable)	\$200.00	\$200.00		
Community Bus Hire	Per kilometre charge - Residents/Ratepayers (mileage only charged from the townsite/rural residential subdivision closest to point of origin and return)	\$1.70	\$1.75		х
	Discounts - Aged Pensioner Groups and Lancelin RSL 50% (Per kilometre charge - mileage only charged from the townsite/rural residential subdivision closest to point of origin and return)	\$0.85	\$0.85		Х
	Bond (Refundable)	\$200.00	\$200.00		
Events Trailer	Bond	\$200.00	\$200.00		
Guilderton Caravan Park	High Season Site Fees (Powered) Per Day – Two Persons	\$46.00	\$50.00		х
	High Season Site Fees (Powered) Per Day - Extra Person	\$10.00	\$11.00		Х
	High Season Site Fees (Unpowered) Per Day - Two Persons	\$31.00	\$32.00		Х
	High Season Site Fees (Unpowered) Per Day – Extra Person	\$10.00	\$11.00		Х
	Low Season Site Fees (Powered) Per Day - Two Persons	\$36.00	\$37.00		Х
	Low Season Site Fees (Powered) Per Day - Extra Person	\$10.00	\$11.00		Х
	Low Season Site Fees (Unpowered) Per Day - Two Persons	\$29.00	\$29.50		X
	Low Season Site Fees (Unpowered) Per Day - Extra Person	\$10.00	\$11.00		X
	Chalets Daily - Up to Two Persons - High Season	\$176.00	\$180.00		X
	Chalets Daily - Up to Two Persons - Low Season	\$145.00	\$148.50		X
	Chalets Daily - Extra Person	\$20.00	\$21.00		X
	Chalets – Bond required	\$100.00	\$0.00		Х
	Additional Low Season Discounts				
	Stay for 2 nights and get the 3rd night free (Powered Sites) - 3 Nights Two People	\$72.00	\$73.00		X
	Stay for 2 nights and get the 3rd night free (Unpowered Sites) - 3 Nights Two People	\$58.00	\$59.00		Х
	Stay for 2 nights and get the 3rd night free (Chalets) - 3 Nights Two People	\$291.00	\$295.00		Х
	Showers Non Patrons - per shower	\$5.00	\$5.00		Х
	Children under 3 free	\$0.00	\$0.00		
	Late Check Out - Chalets	\$20.00	\$20.00		Х
	Late Check Out - Campsites	\$10.00	\$10.00		Х
	Cancellation Fees:				
	72 Hours (3 Days) or more notice	\$50.00	\$50.00		Х
	72 Hours (3 Days) or less notice	No Refund	No Refund		
	Caravan Dump Point (External clients only)	\$10.00	\$0.00		Х
	10% Seniors Discount - Low Season Sunday to Thursday only				
	A=Adult 13 years and over; and C=Child 12 and under				

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description	Rate 2	019/20	Rate 2020/21	Comments	Inc. GST
Administration		Community Rate 2020/21 (75%)	Commercial/ Non Ratepayer- Non Resident Rate 2020/21	Community Rate 2021/22 (75%)	Commercial/ Non Ratepayer-Non Resident Rate 2021/22	Inc. GST
Granville Civic Centre	Weekday hire:					
	Main Hall including stage - per hour	\$22.60	\$30.10	\$23.00	\$30.50	х
	Main Hall including stage - maximum charge (6 hours or more use)	\$85.20	\$113.60	\$86.50	\$115.00	Х
	Meeting Room- per hour [includes basic kitchen use, e.g. urn/fridge]	\$11.70	\$15.60	\$12.00	\$16.00	Х
	Meeting Room - maximum charge (6 hours or more use) [includes basic kitchen use, e.g. urn/fridge]	\$42.90	\$57.20	\$43.50	\$58.00	х
	Kitchen full use - half day (max 4 hours) [commercial/catering use includes oven/cool room etc.]	\$39.00	\$52.00	\$39.50	\$53.00	х
	Kitchen full use - full day [commercial/catering use includes oven/cool room etc.]	\$73.30	\$97.80	\$75.50	\$99.00	х
	Whole Area - per hour	\$73.30	\$97.80	\$74.50	\$99.00	х
	Whole Area - maximum charge (6 hours or more use) Weekend Hire:	\$365.00	\$486.70	\$370.00	\$493.00	х
	Main Hall including stage - per hour	\$26.50	\$35.30	\$27.00	\$36.00	х
	Main Hall including stage - maximum charge (6 hours or more use)	\$106.10	\$141.40	\$107.50	\$143.00	х
	Meeting Room - per hour [includes basic kitchen use, e.g. urn/fridge]	\$14.00	\$18.70	\$14.50	\$19.00	х
	Meeting Room - maximum charge (6 hours or more use) [includes basic kitchen use, e.g. urn/fridge]	\$54.60	\$72.80	\$55.50	\$74.00	х
	Kitchen full use - half day (max 4 hours) [commercial/catering use includes oven/cool room etc.]	\$39.00	\$52.00	\$39.50	\$53.00	х
	Kitchen full use - full day [commercial/catering use includes oven/cool room etc.]	\$73.30	\$97.80	\$74.50	\$99.00	х
	Whole Area - per hour	\$85.80	\$114.40	\$87.00	\$116.00	х
	Whole Area - maximum charge (6 hours or more use)	\$497.60	\$663.50	\$504.00	\$672.00	х
ther Shire Owned Hall/	Hire Fees					
Community Centre Facilities	Hall Only - per hour	\$16.20	\$21.60	\$16.50	\$22.00	х
ommunity centre racinges	Hall Only - maximum charge (6 hours or more use)	\$77.00	\$103.00	\$78.00	\$104.00	х
	Meeting Room - per hour [includes basic kitchen use, e.g. urn/fridge]	\$10.80	\$15.60	\$11.00	\$16.00	х
	Meeting Room - maximum charge (6 hours or more use) [includes basic kitchen use, e.g. urn/fridge]	\$41.60	\$57.20	\$42.00	\$58.00	х
	Kitchen full use - half day (max 4 hours) [commercial/catering use includes oven/cool room etc.]	\$39.00	\$52.00	\$40.00	\$53.00	х
	Kitchen full use - full day [commercial/catering use includes oven/cool room etc.]	\$73.30	\$97.75	\$73.50	\$98.00	х
	Whole Area - per hour	\$30.20	\$39.80	\$30.50	\$40.00	х
	Whole Area - maximum charge (6 hours or more use)	\$155.00	\$207.00	\$156.00	\$210.00	х
ecreation, Public Open Space & Beach Reserves	Minor Event - with up to 100 Attendees (fee charged per day)	\$81.10	\$108.20	\$82.00	\$110.00	х
, , , , , , , , , , , , , , , , , , , ,	Medium Event - with 100 to 249 Attendees (fee charged per day or less)	\$162.25	\$216.30	\$164.00	\$219.00	х
	Major Event - with over 250 Attendees (fee charged per day or less)	\$405.60	\$540.80	\$411.00	\$548.00	х
Ringin Sound Shell	Music/Stage Events (Sound Management Plan Required):					
3	Minor Event - up to 250 Attendees (including power) per hour	\$17.25	\$26.00	\$18.00	\$27.00	х
	Major Event - over 250 Attendees (including power) per hour	\$43.25	\$104.00	\$44.00	\$105.00	x
dministration	Event Cancellation fee	7.0.20	720	7	+200.00	

^{*}Note: Community and Charitable Organisations may be exempt from payment of the Event Coordination/Administration Fees

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item Administration	Description	Rate 20	020/21	Rate 2021/22	Comments	Inc. GST
		Community Rate 2020/21 (75%)	Commercial/ Non Ratepayer- Non Resident Rate 2020/21	Community Rate 2021/22 (75%)	Commercial/ Non Ratepayer-Non Resident Rate 2021/22	Inc. GST
Key Bond	Per key	\$50.00	\$50.00	\$50.00	\$50.00	
Additional/Replacement Keys	Per key	\$45.00	\$45.00	\$45.00	\$45.00	
Bonds - Facilities and Open Space Events	Bond (Refundable) - Minimal Damage Risk Bond (Refundable) - Medium Damage Risk Bond (Refundable) - High Damage Risk Bond (Refundable) - Long Term	\$80.00 \$200.00 \$375.00 \$300.00	\$100.00 \$250.00 \$500.00 \$390.00	\$80.00 \$200.00 \$375.00 \$300.00	\$100.00 \$250.00 \$500.00 \$390.00	
Commercial Activities - Reserves/Other	Commercial use of Reserves where fee is charged by Instructer (requires copy of Public Liability Certificate of Insurance)/Other Uses PER DAY Commercial use of Reserves where fee is charged by Instructer (requires copy of Public Liability Certificate of Insurance)/Other Uses PER MONTH		\$11.50 \$62.50		\$12.00 \$63.00	x x
Gingin/Lancelin Triathlons	Early Entry Fee - 16 years of age and under		\$20.00		\$22.50	X
	Early Entry Fee - Over 16 years of age Early Entry-Concession Card entry		\$30.00 \$20.00		\$32.50 \$22.50	X X
	Standard Fee - 16 years of age and under		\$30.00		\$35.00	X
	Standard Fee - Over 16 years of age		\$40.00		\$45.00	х
	Standard Entry-Concession Card entry		\$30.00		\$35.00	х

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description	Rate 2019/20	Rate 2020/21	Comments	Inc. GST
Plant Hire/Priva	te Works (<i>wet hire only</i>)				
Grader	Grader per hour	\$243.76	\$246.50	Wages based on Final Trim Operator	х
oader_	Front End Loader per hour GG016, GG026 & GG006	\$193.96	\$234.90	Wages based on average of road construction and road maintenance staff	х
Truck	Semi Side Tipper per hour GG028, GG045, GG089 & Trailer - (23 Tonne)	\$156.08	\$189.50	Wages based on average of road construction and road maintenance staff	Х
	8 wheeler Truck/Trailer per hour GG088 (24 Tonne)	\$149.59	\$181.70	Wages based on average of road construction and road maintenance staff	Х
	Prime Mover & Low Loader	\$156.08	\$189.50	Wages based on average of road construction and road maintenance staff	Х
	Water Truck GG033 (plus cost of water)	\$156.08	\$189.50	Wages based on average of road construction and road maintenance staff	Х
	Truck per hour GG048, GG060 (4 Tonne)	\$225.75	\$273.10	Wages based on average of road construction and road maintenance staff	х
Backhoe/Loader	(Bucket – 0.5m ³) per hour GG011	\$193.96	\$234.90	Wages based on average of road construction and road maintenance staff	х
Fractor & Implement	Per hour GG012, GG019	\$176.99	\$214.60	Wages based on average of road construction and road maintenance staff	Х
Roller	Vibrating drum roller per hour GG079 & Multi Tyred Roller GG029	\$161.40	\$195.90	Wages based on average of road construction and road maintenance staff	х
Jtility	4 x 4 per hour	\$107.69	\$131.40	Wages based on average of road construction and road maintenance staff	Х
Overtime	Add per hour for time and half	\$36.24	\$44.60	Wages based on average of road construction and road maintenance staff	х
	Add per hour for double time	\$72.49	\$89.20	Wages based on average of road construction and road maintenance staff	х
Wages Only	Ordinary Hours - per hour	\$72.49	\$89.20	Wages based on average of road construction and road maintenance staff	х
	Overtime - Time and half per hour	\$108.73	\$133.70	Wages based on average of road construction and road maintenance staff	х
	Overtime - Double Time per hour	\$144.98	\$178.30	Wages based on average of road construction and road maintenance staff	Х
Other	All other Private Works Cost plus 20%	Cost + 20%	Cost + 20%		х
	Installation of 150mm Finger Board Signs (excluding sign)	\$90.30	\$108.40	Wages based on average of road construction and road maintenance staff	х
	Directional Signs Labour - Installation/Travel	Calculated	Calculated	Act/Reg	х

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description		Rate 2020/21	Rate 2021/22 Comments	Inc. GST
Health					
Offensive Trades	Annual registration of scheduled Offensive Trades. Fees prescribed in the Health (Offensive Trades Fees) Regulations 1976	Act/Reg	Determined by Act/Reg	Determined by Act/Reg	
Wastewater Systems	Applications and permits for wastewater systems. Fees prescribed in the Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974	Act/Reg	Determined by Act/Reg	Determined by Act/Reg	
Liquor Control and Gaming	Issuing of Section 39 Certificate for a Liquor Licence	Act/Reg	\$150.00	\$150.00	
	Provision of comments on Gaming applications (fee exemptions apply for charitable events)	Act/Reg	\$100.00	\$100.00	
Temporary Accommodation	Assessment of application	Act/Reg	\$160.00	\$160.00	
Skin Penetration Premises	Notification of new establishment (unless planning approval is required)	Act/Reg	\$160.00	\$160.00	
	Annual surveillance (at discretion of authorised officer)		\$160.00	\$160.00	
Hairdressing Premises (incl mobile hairdressing)	Notification of new establishment (unless planning approval is required)	Act/Reg	\$160.00	\$160.00	
	Annual surveillance (at discretion of authorised officer)	Act/Reg	\$160.00	\$160.00	
Public Buildings	Application and assessment of new premises	Act/Reg	\$300.00	\$300.00	Х
	Application and assessment of an event (1000 or more)	Act/Reg	\$200.00	\$160.00	Х
	Application and assessment of an event (under 1000)		\$100.00	\$100.00	
Itinerant Food Vendor	Application Fee	Act/Reg	\$160.00	\$160.00	
	Annual permit	Act/Reg	\$420.00	\$400.00	
	6 Month Permit	Act/Reg	\$220.00	\$210.00	
	3 Month Permit	Act/Reg	\$170.00	\$160.00	
	1 Month Permit	Act/Reg	\$120.00	\$120.00	
Trading in Public Places Permits (inc stallholders)	Application Fee (not required for 1 day permits)	Act/Reg	\$160.00	\$160.00	
	Annual permit	Act/Reg	\$1,000.00	\$1,000.00	
	License Fee -Area adjoining applicant's business premises (annually)	Act/Reg	\$300.00	\$300.00	
	6 Month Permit	Act/Reg	\$520.00	\$500.00	
	3 Month Permit	Act/Reg	\$340.00	\$330.00	
	1 Month Permit	Act/Reg	\$190.00	\$190.00	
	1 Week Permit	Act/Reg	\$80.00	\$80.00	
	1 Day Permit	Act/Reg	\$30.00	\$30.00	
	*Community and Charitable Organisations are exempt from payment of the fees for Trading in Public Places				
Food Premises	Application Fee	Act/Reg	\$160.00	\$160.00	
	Annual (or part thereof) Surveillance Fee - Low Risk	Act/Reg	\$180.00	\$180.00	
	Annual (or part thereof) Surveillance Fee - Medium Risk	Act/Reg	\$360.00	\$360.00	
	Annual (or part thereof) Surveillance Fee - High Risk	Act/Reg	\$540.00	\$540.00	
	Inspection Upon Request	, ,	\$150.00	\$150.00	
	Prohibition Order - per additional inspection to monitor compliance		\$150.00	\$150.00	
	Administration Fee - overdue	Act/Reg	\$50.00	\$50.00	
Lodging Houses	Registration Fee		\$180.00	\$180.00	
Morgue	Application Fee	Act/Reg	\$150.00	\$150.00	
11101900	Annual inspection fee	Act/Reg	\$150.00	\$150.00	
Environmental Health Service Provision	Inspection /consultation/monitoring Upon Request (per hour)	Act/Reg	\$130.00	\$130.00	
Bee Keeping	Application to keep bees - Townsites and Rural Living Areas only	Act/Reg	\$150.00	\$150.00	

^{*}Note: The above fees may be subject to amendments from time to time as approved by legislation. If amended, the new gazetted fees will apply.

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description		Rate 2020/21	Rate 2021/22	Comments	Inc. GST
Health						
Aquatic Facilities	Water sampling and testing (per visitation)	Act/Reg	\$50.00	\$50.00		
Caravan Parks	Fees as prescribed in the Caravan Parks and Camping Grounds Regulations 1997 .	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Environmental Protection - Noise	Fees as prescribed in the Environmental Protection (Noise) Regulations 1997.	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		

^{*}Note: The above fees may be subject to amendments from time to time as approved by legislation. If amended, the new gazetted fees will apply.

Building						Inc. GS
Building Permit	Class 1 & 10 - Uncertified Application Dwelling/Outbuilding/Addition - Estimated Value inc GST (s.16(1))	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Class 1 and 10 - Certified Application Dwelling/Outbuilding/Addition - Estimated value inc GST (s.16(1))	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Request for Certificate of Design Compliance Only Class 1 & 10 approved buildings		0.2% of construction value - Minimum \$208.00	0.2% of construction value - Minimum \$208.00		
	Request for Certificate of Building Compliance Class 1 & 10		0.2% of construction value - Minimum \$208.00	0.2% of construction value - Minimum \$208.00		
	Request for Certificate of Building Compliance Class 1 & 10 unauthorised work		\$208.00	\$208.00		
	Request for Certificate of Construction Compliance for approved buildings		\$208.00	\$208.00		
	Class 2-9 - Certified Application Commercial/Industrial - Estimated value inc GST (s.16(1))	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Request for Certificate of Design Compliance only Class 2-9	7.09 1.08	0.15% of construction value - Minimum \$208.00	0.15% of construction value - Minimum \$208.00		
	Request for Certificate of Building Compliance Class 2-9 approved buildings		0.15% of construction value - Minimum \$208.00	0.15% of construction value - Minimum \$208.00		
	Inspection Fee for Certificate of Building Compliance Class 2-9		\$416.00	\$416.00		
emolition Permit	Class 1 and 10 (s.16(1))	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
omondon i omit	Class 2-9 Per Storey (s.16(1))	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
tandard Building Specifications	Per Copy	17 10	\$28.65	\$28.65		х
ark Homes & Rigid Annexes	Approval Fee		0.32% of construction value	0.32% of construction value		^
ark nulles & Rigiu Allilexes	, pp. 0-0.1 - 00		but not less than \$105.00	but not less than \$105.00		
	Construction Training Fund Levy - Value of works greater than \$20,000 (includes \$8.25 Shire commission)	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		х
opying of Plans	Site Plan, Floor Plan or Elevations - A4 or A3 only		\$20.80	\$20.80		х
opy of All Plans on Building File	Copies of all plans on Building File		\$62.40	\$65.00		х
hotocopying/Printing Charge for Building Applications	Printing/Photocopying of Plans - per sheet - A4 and A3 (If application submitted electronically or not enough submitted in hard copy)		\$0.55	\$0.55		
	Extra charge for AO, A1 & A2 per Sheet			\$7.50	New	
etrospective Building Approval Certificates	Inspection Fee - per structure		\$416.00	\$416.00		х
	Application Fee - per structure - application for a building in respect of which unauthorised work has been done $(s.51(3))$	Act/Reg	Minimum charge \$105.00 or 0.38% of the estimated current value of the unauthorised building work	Determined by Act/Reg		
	Application for an existing building where UNAUTHORISED work has NOT been done (s.52(2))	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
uilding Services Levy	Building Permit with value under \$45,000	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Building Permit with value of \$45,000 and over	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Demolition Permit with value under \$45,000	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Demolition Permit with value of \$45,000 and over	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Unauthorised Building Work with value under \$45,000 (Section 51)	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Unauthorised Building Work with value of \$45,000 and over (Section 51)	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Occupancy Permit for Unauthorised Building work with value of \$45,000 and over (Section 51)	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Occupancy Permit for Unauthorised Building work with value under \$45,000 (Section 51)	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Occupancy Permit for approved work under Section 47, 49, 50 and 52	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Occupancy Permit for approved work under Section 48	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Occupancy Permit for approved work under Section 46	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Building Approval Certificate for approved work under Section 47, 49, 50 and 52	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
oplication as defined in Reg 31 - for each Building andard in respect of which a declaration is sought	Per application	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
		Ant/Davi	Determined by Act (Det	Determined by Art (D)		
ocal Government approval of battery powered smoke alarn Regulation 61(3)(b))	ns	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		

^{*}Note: The above fees may be subject to amendments from time to time as approved by legislation. If amended, the new gazetted fees will apply.

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description		Rate 2020/21	Rate 2021/22	Comments	Inc. GST
Building						
Application for occupancy Certificate for completed Class 2-9 building (s. 46)	Per application	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Application for temporary occupancy certificate for incomplete building (s. 47)	Per application	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Application for modification of occupancy certificate fo additional use of building on temporary basis (s. 48)	Per application	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Application for replacement occupancy permit for permanent change of buildings use, classification (s. 49)	Per application	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Application for occupancy permit or building approval certificate for registration of strata scheme, plan of subdivision - Class 2-9 buildings (s. 50(1) and (2))	Per Strata unit	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Application for occupancy certificate for unauthorised class 2-9 buildings (s. 51(2))	Per application	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Certification service - occupancy certificate for unauthorised class 2-9 buildings	Per application		0.18% of estimated value but not less than \$105.00	0.18% of estimated value but not less than \$105.00		
Certification service - Building approval certificate for unauthorised Class 1 and 10	Per application		0.38% of estimated value but not less than \$105.00	0.38% of estimated value but not less than \$105.00		
Application for a building approval certificate for an existing building or an incidental structure where unauthorised work has not been done (s.52(2))	Per application	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Consulting Charge for Building Surveyor	Hourly rate		\$130.00	\$130.00		
Construction Training Fund Levy	Value of works greater than \$20,000 (includes \$8.25 Shire commission)	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		х
Footpath Bond	Bond		\$520.00	\$520.00		
Second Hand Dwelling	Inspection Fee		\$416.00	\$416.00		х
Swimming Pool Inspection (reg 53)	Inspection Fee	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		х

^{*}Note: The above fees may be subject to amendments from time to time as approved by legislation. If amended, the new gazetted fees will apply.

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description	Rate 2020/21	Rate 2021/22	Comments	Inc. GST
Waste Management Facilities/Charge	es				
Waste Management Fee (UV Property Owners)	Per Assessment - Includes Annual Tip Pass	\$114.00	\$114.00		
Waste Management Fee (GRV Property Owners)	Per Assessment - Includes Annual Tip Pass	\$114.00	\$114.00		
Rubbish Collection/Sanitary Disposal	Residential or Rural/Residential and Rural (Rural upon application for collection on route of contractor)	\$226.00	\$226.00		
	Additional rubbish collection service	\$226.00	\$226.00		
	Commercial Premises	\$226.00	\$226.00		
	Hire of 240 litre bin (per bin) for events only	\$20.00	\$20.00		х
	Hire of 1500 litre bin (per bin) for events only	\$153.00	\$160.00		х
	Bond per event (Refundable should no damage/theft occur)	\$200.00	\$200.00		
	Opening of tip outside normal operating hours (per hour)	\$180.00	\$180.00		Х
Special Disposals (Supervised)	Motor bodies and old machinery - each item	Free	Free		
	Handling fee (applicable to any handling/burial of materials at landfill)	\$170.00	\$170.00		
	At the discretion of the Site Attendant - special burial per cubic metre	\$230.00	\$230.00		
Controlled Waste	Animal carcasses - small domestic animals	\$15.60	\$20.00		
	Animal carcasses - large animals (sheep and cattle, etc.)	\$30.00	\$30.00		
Special Commercial Items	Car tyre per item	\$10.00	\$10.00		
	Light Truck and 4 x 4 tyres per item	\$15.00	\$15.00		
	Truck tyre per item	\$20.00	\$20.00		
	Small Tractor (no large tractor - earthmoving plant tyres) tyre per item	\$30.00	\$30.00		
	Caravan Parks - per licensed Caravan/Camping Site plus Chalets		\$3,300.00	NEW	
	Caravan Parks with 50-100 bays per annum - per licensed Caravan/Camping Site plus Chalets	\$2,015.50	\$2,200.00		
	Caravan Parks less than 50 bays per annum - per licensed Caravan/Camping Site plus Chalets	\$1,060.80	\$1,100.00		
CARD HOLDERS					
General Waste	Trailer (up to 8 x 6 - sedan/ute, float or equivalent)	Free	Free		
	Trailer (larger than 8 x 6 - truck or equivalent per Cubic Metre [min \$30.00])	\$50.00	\$30.00		
	Asbestos per cubic metre plus handling fee	\$125.00	\$125.00		

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description	Rate 2020/21	Rate 2021/22	Comments	Inc. GST			
Waste Management Facilit	Waste Management Facilities/Charges							
NON CARD HOLDERS								
General Waste	Minimum charge for entry to site (passenger vehicle - sedan/station wagon)	\$36.00	\$40.00					
	Trailer (up to 8 x 6 - sedan/ute, float or equivalent)	\$67.00	\$70.00					
	Trailer (larger than 8 x 6 - truck or equivalent per cubic metre [min \$70.00])	\$102.00	\$105.00					
	Asbestos per cubic metre (min \$40.00)	\$175.00	\$175.00					
Commercial Skip Disposals	Skip Bins per cubic metre or part thereof	\$51.00	\$55.00					
Replacement Tip Pass	Per Tip Pass	\$30.00	\$30.00					
Replacement Rubbish Bin Charge	Per replacement rubbish bin	\$85.00	\$85.00					

SCHEDULE OF FEES & CHARGES 2021 - 2022

Pg.	12

ltem	Description		Rate 2020/21	Rate 2021/22 Comments Inc. GST
Law & Order and Public Safety				
	Measuring, Purchase and Instalment of Rural Road Number		\$80.00	\$80.00 x
Rural Road Numbers	Free of charge	Act/Reg	FREE	FREE
Replacement Dog Tag	-	· -		
Dog Registration	Unsterilised 1 year	(Dog Act 1976)	Determined by Act/Reg	Determined by Act/Reg
	Unsterilised 3 year	(Dog Act 1976)	Determined by	Determined by
		, 5	Act/Reg	Act/Reg
	Sterilised 1 year	(Dog Act 1976)	Determined by	Determined by
	0	(044070)	Act/Reg	Act/Reg
	Sterilised 3 year	(Dog Act 1976)	Determined by Act/Reg	Determined by Act/Reg
	Lifetime Dog Registration		Determined by	Determined by
			Act/Reg	Act/Reg
	Pensioners 50% of above fees	(Dog Act 1976)	Determined by	Determined by
			Act/Reg	Act/Reg
	Working Dog: 25% of above fees (must be a breed recognised as a working dog and must be bona-	(Dog Act 1976)	Determined by	Determined by
	fide used for tending stock) Additional Dog Application fee - Pensioners	(Dogs Local Law 2004)	Act/Reg \$50.00	Act/Reg \$50.00
	Additional Dog Application fee - Standard	(Dogs Local Law 2004)	\$100.00	\$100.00
Replacement Cat Tag	Free of charge	(50g3 20001 20W 2004)	FREE	FREE
	Sterilised 1 year	Cat Act 2011	Determined by	Determined by
Cat Registration	Sternised 1 year	CAL ACT 2011	Act/Reg	Act/Reg
	Sterilised 3 year	Cat Act 2011	Determined by	Determined by
			Act/Reg	Act/Reg
	Lifetime Cat Registration	Cat Act 2011	Determined by	Determined by
	Pensioners 50% of above fees	Cat Act 2011	Act/Reg Determined by	Act/Reg Determined by
	Perisioners 50% of above fees	Cat Act 2011	Act/Reg	Act/Reg
	Additional Cat Application fee - Pensioners	(Cats Local Law 2016)	\$50.00	\$50.00
	Additional Cat Application fee - Standard	(Cats Local Law 2016)	\$100.00	\$100.00
	Pensioners 50% of above fees		Determined by	Determined by
			Act/Reg	Act/Reg
Rangers Fees - Impounding of Signs	Administration Fee	LGA	\$30.00	\$30.00
	Transporting signs back to owners	LGA	\$30.00	\$30.00
Rangers Fees - Impounding of Dogs and Cats	Dog and other domesticated animals impounded (per dog)	(Dog Act 1976)(Cat Act 2011)	\$80.00	\$80.00
	Surrender dog to ranger fee (per dog)		\$124.80	\$124.80
	Transporting dog back to owners (per dog)		\$31.20	\$31.50
	Dog and other domesticated animals impounded on Sundays and Public Holidays (per dog)	(Dog Act 1976)(Cat Act 2011)	\$120.00	\$120.00
Daily Sustenance Fees for Impounded Dogs and	Dog and other domesticated animals per animal (per day or part thereof) (per dog)	(Local Govt (Miscellaneous Provisions) Act 1960)	\$20.00	\$20.00
Cats				
Rangers Fees - Impounding of Stock	Entire horses, mules, asses, camels, bulls or boars per head if impounded after 6 am & before 6	Act/Reg	\$80.00	\$80.00
	pm	Ask/Dog	\$120.00	\$120.00
	Entire horses, mules, asses, camels, bulls or boars per head if impounded after 6 pm & before 6 am	Act/Reg	\$120.00	\$120.00
	Mares, geldings, colts, fillies, foals, oxen, cows, steers, heifers, calves, rams or pigs per head if	Act/Reg	\$80.00	\$80.00
	impounded after 6 am & before 6 pm	, ,		
	Mares, geldings, colts, fillies, foals, oxen, cows, steers, heifers, calves, rams or pigs per head if	Act/Reg	\$120.00	\$120.00
	impounded after 6 pm & before 6 am		***	400.00
	Wethers, ewes, lambs, goats, per head if impounded after 6 am & before 6 pm	Act/Reg	\$20.00	\$20.00
	Wethers, ewes, lambs, goats, per head if impounded after 6 pm & before 6 am	Act/Reg	\$40.00	\$40.00
Doundario Face for Charleton and de	Entire horses, mules, asses, camels, bulls or boars above or apparently above the age of two	(Local Govt (Miscellaneous Provisions) Act 1960)	\$25.00	\$25.00
Poundage Fees for Stock Impounded	years, per	Act/Reg	ა 23.00	φ ∠ 3.00
	head (First 24 hours or part)			
	Entire horses, mules, asses, camels, bulls or boars above or apparently above the age of two	Act/Reg	\$15.00	\$15.00
	years, per head (Subsequent 24 hours or part)			
	Mares, geldings, colts, fillies, foals, oxen, cows, steers, heifers, calves, rams or pigs, per head	Act/Reg	\$25.00	\$25.00
	(First 24 hours or part) Mares, geldings, colts, fillies, foals, oxen, cows, steers, heifers, calves, rams or pigs, per head	Act/Reg	\$10.00	\$10.00
	(Subsequent 24 hours or part)	ncy neg	Ψ±0.00	¥10.00
	(and a party			

^{*}Note: The above fees may be subject to amendments from time to time as approved by legislation. If amended, the new gazetted fees will apply.

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description		Rate 2020/21	Rate 2021/22	Comments Inc. GST
Law & Order and Public Safety					
Poundage Fees for Stock Impounded (continued)	Wethers, ewes, lambs, goats, per head (First 24 hours or part)	Act/Reg	\$10.00	\$10.00	
· · · · · · · · · · · · · · · · · · ·	Wethers, ewes, lambs, goats, per head (Subsequent 24 hours or part)	(Local Govt (Miscellaneous Provisions) Act 1959	\$5.00	\$5.00	
Sustenance Charges for Stock Impounded	Entire horses, mules, asses, camels, bulls, mares, geldings, colts, fillies, foals, oxen, cows, steers, heifers, or calves, per head (For each 24 hours or part)	(Local Govt (Miscellaneous Provisions) Act 1960	\$15.00	\$15.00	
	Pigs of any description, per head (For each 24 hours or part)	(Local Govt (Miscellaneous Provisions) Act 1961	\$10.00	\$10.00	
	Rams, whethers, ewes, lambs or goats, per head (For each 24 hours or part)	Act/Reg	\$7.50	\$7.50	
Ranger Fees - Out of Hours Attendance	Monday to Friday	Local Government Industry Award 2020	NEW 2021/22	Determined by Award	
	Saturday	Local Government Industry Award 2020	NEW 2021/22	Determined by Award	
	Sunday	Local Government Industry Award 2020	NEW 2021/22	Determined by Award	
Fox/Dog/Cat Traps	Refundable Bond - Hire of Fox/Dog/Cat Traps		\$50.00	\$50.00	
	Hire Fee - Fox/Dog/CatTraps for a period		\$30.00	\$30.00	
Fencing (Local Govt (Uniform Local Provisions) Regs 1996)	Contravention of Local Law upon conviction	Act/Reg	\$200.00	\$200.00	
Noxious Weeds	First offence for non compliance	Act/Reg	\$20.00	\$20.00	
	Subsequent offence/s	Act/Reg	\$50.00	\$50.00	Х
Abandoned Vehicles	Towing by Shire of Gingin		\$156.00	\$156.00	Х
	Towing by Private Contractor		COST +10%	COST +10%	
	Impound of abandoned vehicle		\$30.00	\$30.00	Х
	Storage fee (per 24 hours or part thereof)		\$20.00	\$20.00	
	Administration Fee		\$30.00	\$30.00	
Parking Fees	Parking Stations		\$2.00 per hour/ Maximum \$10.00 per day	\$2.00 per hour/ Maximum \$10.00 per day	
Replacement Parking Permits	Replacement Parking Permits (Rate payers only)		\$30.00	\$30.00	
Fines Enforcement Fees	Issuing Final Demand		\$25.00	Determined by Act/Reg	
	Preparing Enforcement Certificate		\$18.65	Determined by Act/Reg	
	Registration of Infringement Notice		\$70.00	Determined by Act/Reg	
	Firebreak Administration Fee - engagement of private firebreak contractors		\$30.00	\$30.00	
Lancelin Off-road Vehicle Area	Admission Fee - Non-commercial	Control of Vehicles (Off-road Areas) Act Local Law 2020	NEW 2021/22	Determined by Act/Reg	
	Admission Fee - Commercial	Control of Vehicles (Off-road Areas) Act Local Law 2020	NEW 2021/22	Determined by Act/Reg	
	Trading Permits (refer to Health - Trading in Public Places Permits [inc. stallholders])	Control of Vehicles (Off-road Areas) Act Local Law 2020	NEW 2021/22	Determined by Act/Reg	

^{*}Note: The above fees may be subject to amendments from time to time as approved by legislation. If amended, the new gazetted fees will apply.

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description	Rate 2020/21	Rate 2021/22	Comments Inc. GST
Gingin Swimming Pool				
Admission Fees	Adult Swimmers - ages 16 and over	\$4.50	\$4.50	Х
7141111001011 1 000	Child - 5 to 15 years of age	\$2.50	\$2.50	Х
	Child Under 5 years of age	\$1.80	\$1.80	Х
	Concession	\$3.30	\$3.30	Х
	Family Pass - 2 adults and 3 children	\$13.00	\$13.20	Х
Annual Membership Fees	Adult Swimmers - ages 16 and over	\$130.00	\$132.00	Х
	Council Employee Annual Membership	\$65.00	\$66.00	Х
	Child - 5 to 15 years of age	\$70.00	\$70.00	Х
	Child Under 5 years of age	\$36.00	\$36.00	Х
	Concession	\$65.00	\$66.00	Х
	Family Pass - 2 adults and 3 children	\$330.00	\$335.00	X
	Purchase 10 Day Passes, get one Free			
Swimming Lessons	Admission all ages	\$2.00	\$2.00	Х
	Members of the Swimming Pool	Nil	Nil	
	Other Swimming Lesson (1 only)	\$50.00	\$50.00	
	Infant Swimming Lessons (10 Lessons)	\$150.00	\$150.00	Х
	Other Swimming Lessons (28 Lessons)	\$120.00	\$120.00	Х
	Infant Swimming Lessons (5 Lessons)	\$80.00	\$80.00	Х
	Other Swimming Lessons (14 Lessons)	\$80.00	\$80.00	Х
	Bronze Medallion full (minimum 6 participants)	\$70.00	\$70.00	
	Bronze Medallion - requalification (minimum 6 participants)	\$50.00	\$50.00	
	Resuscitation Training	\$50.00	\$50.00	
	This rate only applies where swimming lessons are supervised by qualified persons. School Term & Vacswim			
Functions etc.	Hire of the Swimming Pool for functions, swimming carnivals, and other similar special events outside of opening hours can be arranged at a cost per hour + Penalties	\$73.00	\$74.00	x
Commercial Activities	Commercial use of Pool where fee is charged (requires copy of Public Liability Certificate of Insurance)	\$12.00	\$12.50	Х
Gingin Sale Yards				
Non Stud/registered Stock	Per head (Increase to cover power/water use) (including Cattle, Horses, Goats and other hoofed stock)	\$7.30	\$7.50	х
Stud/Registered Stock (Excl Bulls)	Per head (Increase to cover power/water use)	\$46.80	\$47.00	Х
Stud Bulls	Per head (Increase to cover power/water use)	\$61.35	\$62.00	Х
Removal of Dead Stock	Per head	Cost plus 25%	Cost plus 25%	х
Charity Days/Community Use	In accordance with Council Delegation 1.2 (Donations)			Х
Bond	For use of sale yards	\$500.00	\$500.00	

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description		Rate 2020/21	Rate 2021/22	Comments	Inc. GST
Planning						
DEVELOPMENT APPLICATIONS						
General	Determination of a Development Application (other than for an Extractive Industry) where the estimated cost of the development is:					
	(a) Not more than \$50,000	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(b) More than \$50,000 but not more than \$500,000	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	© More than \$500,000 but not more than \$2.5 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(d) More than \$2.5 million but not more than \$5 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(e) More than \$5 million but not more than \$21.5 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(f) More than \$21.5 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Determining a development application (other than for an extractive industry) where the development has commenced or been carried out	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Development Assessment Panel (DAP) Fee	The DAP fee is in addition to any local government development application fee payable under the <i>Planning</i> and <i>Development Regulations</i> 2009 (R.(103) Estimated cost of the development:					
	(a) Not less than \$3 million and less than \$7 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(b) Not less than \$7 million and less than \$10 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(c) Not less than \$10 million and less than \$12.5 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(d) Not less than \$12.5 million and less than \$15 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(e) Not less than \$15 million and less than \$17.5 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(f) Not less than \$17.5 million and less than \$20 million	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	(g) \$20 million or more	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	An Application under r.17	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Home Occupation	Home occupation	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
	Determination of an initial application for approval of a Home Occupation where the Home Occupation has commenced	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		
Heritage Listed	State or Local Heritage listed buildings or places that would not normally require Planning Consent if not listed	Act/Reg	Nil	Nil		
Change of Use	Determining a change of use or for an alteration or extension or change of a non-conforming use, where the change or the alteration, extension or change has not commenced or been carried out	Act/Reg	Determined by Act/Reg	Determined by Act/Reg		

^{*}Note: The above fees may be subject to amendments from time to time as approved by legislation. If amended, the new gazetted fees will apply.

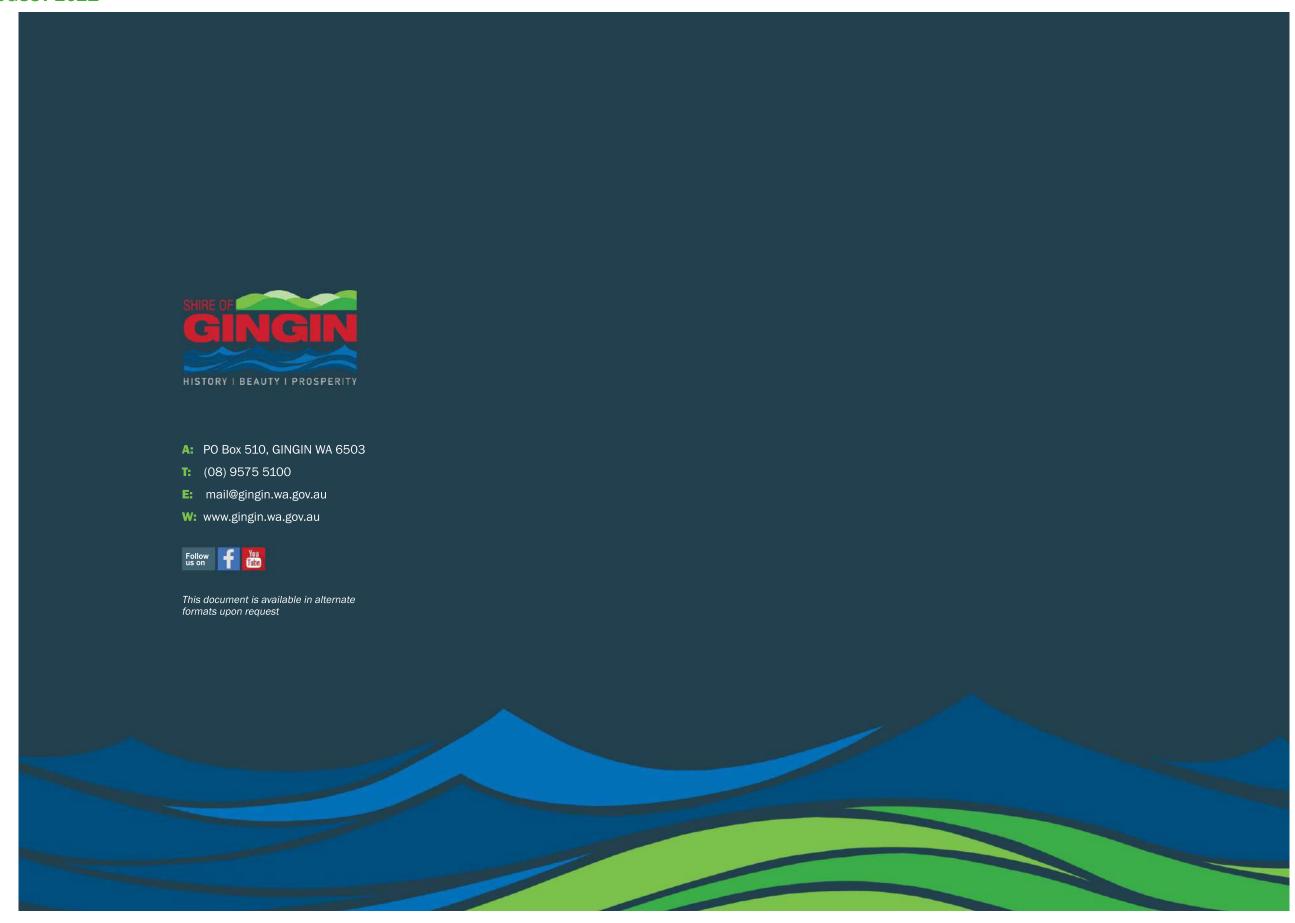
SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description		Rate 2020/21	Rate 2021/22	Comments Inc. GST
Change of Use (Retrospective)	Determining a change of use or for an alteration or extension or change of a non-conforming use, where the change or the alteration, extension or change has commenced or been carried out	Act/Reg	Determined by Act/Reg	Determined by Act/Reg	
Amending a Development Application	A fee of \$295.00 will be charged for amendments (except where the initial fee was less than \$295.00, in which case the original fee amount will be charged again.) If the development has commenced or been carried out, the fee, plus, by way of penalty, twice that fee		Determined by Act/Reg	Determined by Act/Reg	
Strata Applications	Built Strata Form 24 Fee (1-5 allotments)	Act/Reg	Determined by Act/Reg	Determined by Act/Reg	
	Built Strata Form 24 Fee (6-100 allotments)	Act/Reg	Determined by Act/Reg	Determined by Act/Reg	
	Built Strata Form 24 Fee (in excess of 100 allotments)	Act/Reg	\$5,113.50	\$5,200.00	
Subdivision Clearances	(a) Not more than 5 lots	Act/Reg	\$73.00	\$73.00	
	(b) More than five (5) but not more than one hundred and ninety five (195) Lots	Act/Reg	\$73 for first 5 lots then \$35 per lot	\$73 for first 5 lots then \$35 per lot	
	More than one hundred and ninety five (195) Lots	Act/Reg	\$7,393.00	\$7,519.00	
Extractive Industry Development Approval	Planning Application Fee	Act/Reg	\$739.00	\$752.00	
Extractive Industry Licence Intial Application Fee	Initial Application Fee		\$505.45	\$514.00	
Extractive Industry Local Laws Licence Renewal	Where overall area of excavation is less than 5ha		\$397.30	\$404.00	
	Where overall area of excavation is greater than 5ha		\$794.55	\$808.00	
Extractive Industry - Retrospective	Determining a development application for an extractive industry where the development has commenced or been carried out	Act/Reg	The above application fee plus, by way of penalty, twice that fee	The above application fee plus, by way of penalty, twice that fee	
Extractive Industry Rehabilitation Bond			\$1,916.00	\$1,948.00	
Second Hand Transportable Dwellings	In accordance with the Local Planning Policy 1.5 Transportable Dwellings		\$5,000.00	\$5,085.00	
Structure Plans/Outlined Development Plans	Structure Plans/Outlined Development Plans		\$4,606.00	\$4,684.00	х
	Modifications to Outline Development Plans/Subdivision Guide Plans		\$2,303.00	\$2,342.00	х
	For advertising all Applications (if required) PLUS cost of newspaper advertising				
	If applicable, fees are calculated on the estimated total cost to Council, in terms of Officer time spent on each request, in accordance with the Planning Regulations 2009. The cost of specialist services or reports required by the local government to adequately assess a scheme proposal is payable by the applicant, and the local government				
	may permit this work (or part thereof) to be undertaken directly by the applicant				

SCHEDULE OF FEES & CHARGES 2021 - 2022

Item	Description		Rate 2020/21	Rate 2021/22	Comments	Inc. GST
Scheme Amendments	If applicable, fees are calculated on the estimated total cost to Council, in terms of Officer time spent on each request, in accordance with the Planning Regulations 2009. The cost of specialist services or reports required by the local government to adequately assess a scheme proposal is payable by the applicant, and the local government may permit this work (or part thereof) to be undertaken directly by the applicant	Act/Reg	\$4,606.00	\$4,684.00		
	Basic - At the discretion of the Shire		\$4,606.00	\$4,684.00		Х
	Standard - At the discretion of the Shire		\$6,160.00	\$6,265.00		Х
	Complex - At the discretion of the Shire		\$8,800.00	\$8,950.00		Х
	For advertising all Applications (if required) PLUS cost of newspaper advertising		\$165.00	\$168.00		Х
Detailed Area Plan	Application fee		\$457.60	\$465.00		
Detailed Area Plan Amendments	Application fee		\$315.10	\$320.00		
Road Closure	Application fee to close public road		\$368.15	\$375.00		
Administration Fee	Issue of a zoning certificate	Act/Reg	\$73.00	\$74.00		х
	Sector 40 (Liquor Licensing) Requests			\$50.00		
Miscellaneous	Reply to a property settlement questionnaire	Act/Reg	\$73.00	\$74.00		Х
	Issue of a written Planning Advice	Act/Reg	\$73.00	\$74.00		X
	Town Planning Scheme Text/Policies		\$28.10	\$29.00		Х
Copies	Local Planning Strategy		\$28.10	\$29.00		Х
	Townsite Expansion Plan		\$28.10	\$29.00		Х
	Set of A3 Colour Town Planning Scheme maps		\$93.60	\$95.00		Х
	Heritage Booklet		\$67.60	\$69.00		Х
	Town Planning Disc		\$28.10	\$29.00		
	Copies of Site Plan, Elevation or Floor Plans - A3 and A4 size plans only		\$16.65	\$17.00		
	Administration charges for photocopying plans - if not enough sets submitted with application - A3 and A4 size plans only		\$16.65	\$17.00		
Advertising	Advertising/signage	Act/Reg	At cost	At cost		Х

^{*}Note: The above fees may be subject to amendments from time to time as approved by legislation. If amended, the new gazetted fees will apply.





POLICY MANUAL

POLICY 3.16 RATES CONCESSION FOR SPLIT USE DIFFERENTIAL UV INTENSIVE/UV GENERAL PROPERTIES

OBJECTIVE

To clarify the application of concessional rating to rural properties that accommodate both intensive and non-intensive uses.

POLICY

The Shire of Gingin applies a differential rate to rural properties that are used for an "intensive" purpose such as Agriculture – Intensive, Animal Husbandry – Intensive etc.

In instances where there is a combination of intensive and non-intensive uses on a single property, a concession will be calculated by determining the percentage of the property used for intensive use purposes and the percentage used for non-intensive purposes. The percentages so calculated will be applied against the relevant adopted Rate in the Dollar to determine the total rates payable for the property.

It is the responsibility of the property owner to advise the Shire when and if the intensive use is no longer applicable to the property. The split use differential rate will continue to apply until Shire officers have inspected the property and confirmed that the intensive use has ceased.

Submission of a new development application will be required in the event that an intensive use is again proposed for the property.

Exceptions to Policy

This Policy will only apply where:

- 1. Less than 75% of a property has received Planning Approval for intensive use.
- 2. In instances where the total combined rates for a split use property exceed the adopted UV Intensive Minimum rate. If the total combined rates are less than the adopted UV Intensive Minimum rate, then the UV Intensive Minimum rate will be applicable.

Application of Policy

This policy will apply to all rural properties with a split intensive/non-intensive use, where Council has granted Development Approval for the intensive use.

Differential rating will be automatically be applied from the date of issue of Planning Approval for an "intensive" use. An Advice Note in this regard will be included in all relevant Planning Approvals issued by the Shire's Planning Department.

GOVERNANCE REFERENCES

Statutory Compliance	Local Government Act 1995
Industry Compliance	Nil
Organisational Compliance	Nil

POLICY ADMINISTRATION

Review Cycle	2 years	Next Review	
Department	Corporate Services		

Version	Decision Reference	Synopsis
1.	21/02/2012 - Item 11.2.4	Policy adopted
2.	20/06/2019 - Item 11.1.5	Policy amended



13 REPORTS - REGULATORY AND DEVELOPMENT SERVICES

13.1 AFFIXING THE COMMON SEAL - REPLACEMENT AGREEMENT FOR LOT 9001 ON DEPOSITED PLAN 73642 (LANCELIN SOUTH)

File	LND/137
Applicant	Nil
Location	Lot 9001 on Deposited Plan 73642
Owner	Joseph Beck Matthews
Zoning	Future Development, General Rural & Conservation
WAPC No	NA
Author	Kylie Bacon – Manager Statutory Planning
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development
	Services
Refer	Nil
Appendices	1. Replacement Agreement (amended) [13.1.1 - 92 pages]
	2. Withdrawal of Caveat Form M 664268, M 342059 & H
	712992 [13.1.2 - 6 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider approving a replacement Deed to allow for the temporary withdrawal of caveats in order for the transfer of Lot 9001 to the Administrator of the Joseph Beck Matthews (JBM) Estate, pursuant to a vesting application under s.182 of the *Transfer of Land Act 1893.* The replacement deed also ensures that the bank guarantee that was lodged as part of the development of Lancelin South but subsequently expired in April 2019 is facilitated as part of this process.

BACKGROUND

In 2001 the Shire of Gingin entered into a Deed of Agreement (Original Deed) with the then owner of Lot 9001, Mr Joseph Beck Matthews. The Original Deed (caveat M664268) addressed a number of obligations with respect to the development of Lancelin South. The Deed of Variation dated 14 May 2010 (caveat M342059) relates to varying the terms of the Original Deed generally relating to the provision of coastal facilities and dual use paths.

The third Deed dated 13 December 2013 (caveat H712992) relates to further rezoning of the land and again generally relates to the provision of coastal and community facilities, provision of dual use paths including the provision of the bank guarantee. The provision of the bank guarantee was a mutually agreed amount, for an amount no less than the cost of the construction of the Northern Coastal Link, Coastal Facilities (including power, water, telephone services, cap park lighting and ablution facilities), dual use pathways and the Southern Coastal link.





The property has now passed to the Estate of Mr Matthews and it is necessary for Lot 9001 to be transferred to the Estate Administrator pursuant to a vesting application under s.182 of the *Transfer of Land Act 1893*.

COMMENT

In order to facilitate the transfer, the Shire has agreed subject to the Buyer entering into this replacement Deed to secure compliance by the Buyer with the obligations set out in the Original Deeds and the provision of a bank guarantee to replace the lapsed bank guarantee in the sum of \$475,960.00 (Four Hundred and Seventy Five Thousand Nine Hundred and Sixty Dollars).

Once the transfer has been effected, the temporarily withdrawn caveats will be reinstated.

The replacement Deed is contained in **Appendix 13.1.1**

Withdrawal of Caveat Forms for Caveats M664268, M342059 and H712992 are provided as **Appendix 13.1.2**

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 9 - Miscellaneous provisions

Division 3 - Documents

Section 9.49A - Execution of documents

s.182 of the Transfer of Land Act 1893.

POLICY IMPLICATIONS

Policy 2.33 - Execution of Documents

BUDGET IMPLICATIONS

Nil





STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes
Key Service Area	Building and Planning Permits
Priorities	NA

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule SECONDED: Councillor Balcombe

That Council agree to:

1. Enter into Replacement Agreement Lot 9001 on Deposited Plan 73642, Lot 9000 on Deposited Plan 73642 and Lot 1 on Diagram 24526 shown at Appendix 13.1.1; and

2. The temporary withdrawal of Caveats M342059, M664268; and H712992 to allow for the transfer of Lot 9001 to the Administrator of the Joseph Beck Matthews Estate.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: Ni/

Replacement Agreement Lot 9001 on Deposited Plan 73642, Lot 9000 on Deposited Plan 73642 and Lot 1 on Diagram 24526

[Name]

Shire of Gingin

Anthony Scott Davis as trustee for the Matthaus Ltd Partnership



Copyright notice

McLeods owns the copyright in this document and commercial use of the document without the permission of McLeods is prohibited.



Table of Contents

Со	pyright notice	i
Det	tails	1
Ag	reed Terms	2
1.	Buyer's Covenants	2
2.	Charge and Caveat	2
3.	Restrictions on Disposal	2
4.	Withdrawal of Caveat	2
5.	Provision of Bank Guarantee	2
6.	Withdrawal of the Caveats	3
7.	Release	3
8.	Costs	3
9.	Interpretation	3
Sig	ning page	4
Annexure 1 - Original Deeds		5



Details

Parties

[Name]

of [address] (Buyer)

Shire of Gingin

of 7 Brockman Street GINGIN WA 6503 (**Shire**)

Anthony Scott Davis as trustee for the Matthaus Ltd Partnership

of c/- McWilliams Davis Lawyers of Level 3, 172 St Georges Terrace PERTH WA 6000 (ASD)

Background

- A The Buyer is entitled to be registered as the proprietor of an estate in fee simple in land being:
 - (a) Lot 9001 on Deposited Plan 73642 and being the whole of the land comprised in Certificate of Title Volume 2816 Folio 596;
 - (b) Lot 9000 on Deposited Plan 73642 and being the whole of the land comprised in Certificate of Title Volume 2816 Folio 595;
 - (c) Lot 1 on Diagram 24526 and being the whole of the land comprised in Certificate of Title Volume 1240 Folio 35,

(together, the Lots).

- B Caveats M664268, M342059 and H712992 (together, the **Caveats**) encumbers the Lots in favour of the Shire and is supported by the terms of the following deeds of a:
 - (a) deed dated 6 March 2001 between Joseph Beck Matthews and the Shire;
 - (b) Deed of Variation dated 14 May 2010 between JBM and the Shire; and
 - (c) Deed dated 13 December 2013 between JBM and the Shire,

(together, the **Original Deeds**), copies of which are annexed hereto as Annexure 1 and forms part of this Deed.

- C Joseph Beck Matthews (**JBM**) died on 3 January 2020.
- D JBM owned the Lots on trust for the Matthaus Ltd Partnership (MLP).
- E Anthony Scott Davis was appointed the Administrator of the estate of JBM and subsequently the trustee of MLP.
- F ASD has sold the Lots pursuant to a contract of sale with the Buyer. ASD has requested that the Shire provide a withdrawal of the Caveats to allow for the transfer of the Lots to the Buyer.

G The Shire has agreed to ASD's request and the Shire has agreed subject to the Buyer entering into this deed to secure compliance by the Buyer with the obligations set out in the Original Deeds and the provision of a bank guarantee to replace the lapsed bank guarantee in the sum of \$475,960.00 (Four Hundred and Seventy Five Thousand Nine Hundred and Sixty Dollars).

Agreed Terms

1. Buyer's Covenants

The Buyer HEREBY COVENANTS AND AGREES with the Shire that the Buyer agrees to perform and be bound by the obligations of JMB under the Original Deeds, as if the Buyer had been a party to the Original Deeds.

2. Charge and Caveat

The Buyer HEREBY CHARGES the Buyer's interest in the Lots in favour of the Shire with the performance of the Buyer's obligations pursuant to this Deed and the Original Deeds and with the payment of all or any monies payable or which may become payable by the Buyer to the Shire and for the purpose of securing such obligations authorises the Shire to lodge an absolute caveat at the Western Australian Land Information Authority trading as Landgate against the Certificate of Title to the Lots in order to protect the rights and interests of the Shire under this Deed.

3. Restrictions on Disposal

The Buyer shall not sell, transfer, mortgage, charge, assign or otherwise dispose of or encumber the Lots or any part thereof without the prior written consent of the Shire, which consent the Shire will not withhold if the person to whom any such right or interest in the Lots of any part thereof is to be granted, enters into a Deed (or in the case of a mortgagee, a specific undertaking) with the Shire, whereby such person covenants to observe and perform the covenants on the part of the Buyer herein contained to ensure that any successor observes such obligations, such Deed or undertaking to be prepared by the Shire's solicitors at the expense of the Buyer.

4. Withdrawal of Caveat

Subject to there being no existing or unremedied breach of any condition of this Deed and subject to:

- (a) the Buyer complying with **clause 3** of this Deed the Shire will at the request of the Buyer and at the Buyer's cost provide to the Buyer a withdrawal of any caveat lodged by the Shire pursuant to this Deed sufficient to enable the registration of any mortgage or charge the Lots provided that the Shire is entitled to relodge its absolute caveat following the registration of such mortgage or charge;
- (b) the Buyer having complied with the obligations set out under the Original Deeds to the Shire's satisfaction the Shire shall provide on receipt of a written request and at the cost of the Buyer a withdrawal of any caveat lodged by the Shire pursuant to this Deed.

Provision of Bank Guarantee

The Buyer covenants and agrees with the Shire to provide the Shire with an unconditional bank guarantee in the sum of \$475,960.00 (Four Hundred and Seventy Five Thousand Nine Hundred and Sixty Dollars) to replace the lapsed bank guarantee supported by JBM.

6. Withdrawal of the Caveats

- (a) Subject to the Buyer having complied with its obligations under this Deed, the Shire must promptly, when requested by the Buyer or ASD, take all necessary action for the Caveats to be withdrawn.
- (b) The Buyer must on demand pay the Shire's reasonable costs (including legal costs and registration fees) associated with the Caveats being withdrawn).

7. Release

- (a) On and from the date of this Deed, the Shire absolutely releases and discharges the estate of JBM and ASD from any and all liability whatsoever in respect of the Original Deeds.
- (b) Nothing in this Deed or the Original Deeds is taken to create a personal obligation on Anthony Scott Davis.

8. Costs

The Buyer shall pay the reasonable costs of the Shire's solicitors for:

- the preparation, execution and stamping of this Deed and all stamp duties payable hereon;
 and
- (b) the preparation and lodging of any caveat lodged pursuant to the terms of this Deed and any withdrawal or replacement thereof.

9. Interpretation

In this Deed:

Reference to the parties includes their personal representatives, successors and lawful assigns.

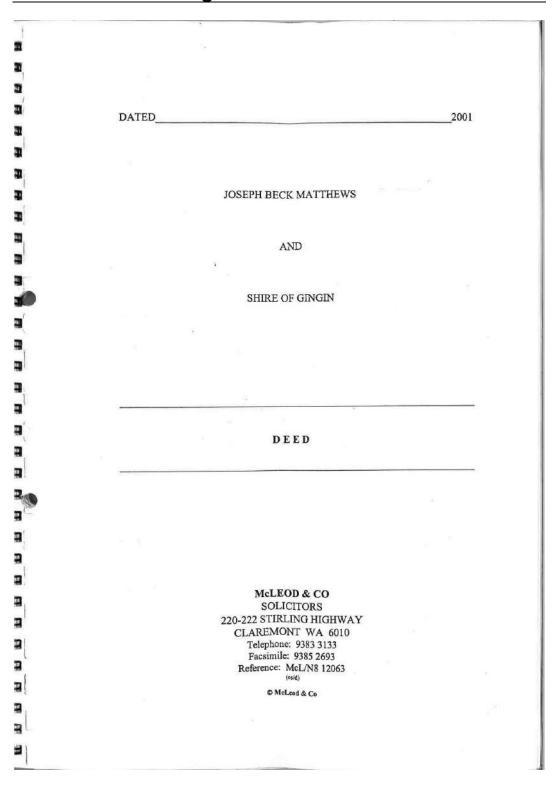
Where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule and Annexures (if any) form part of the Deed.

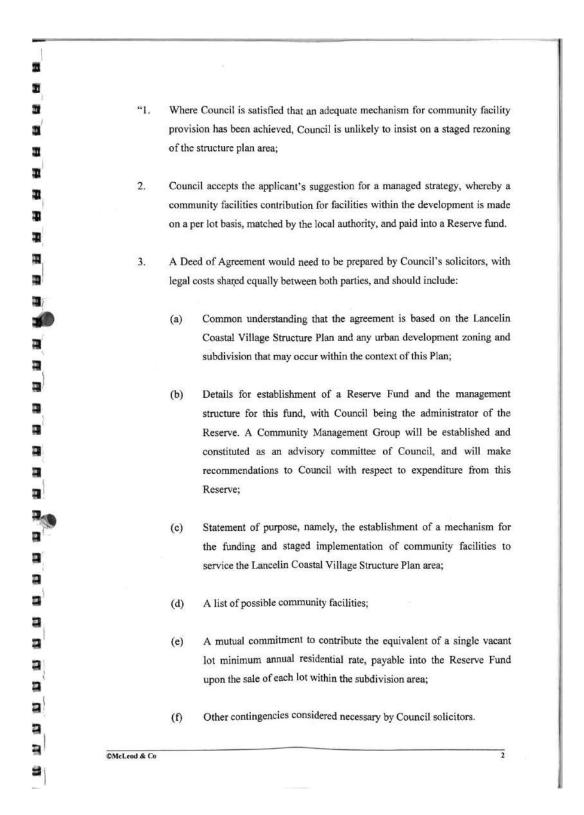
Signing page	
EXECUTED by the parties as a deed	2021
[Execution Clause]	
The COMMON SEAL of the SHIRE OF	
GINGIN was hereunto affixed in the presence of –	
Signature of President	Full Name of President
Signature of Chief Executive Officer	Full name of Chief Executive Officer
SIGNED by ANTHONY SCOTT DAVIS as trustee for the Matthaus Limited Partnership in the presence of:)) Signature of ANTHONY SCOTT DAVIS
Witness	
Witness name	
Witness address	
Witness occupation	

Annexure 1 – Original Deeds

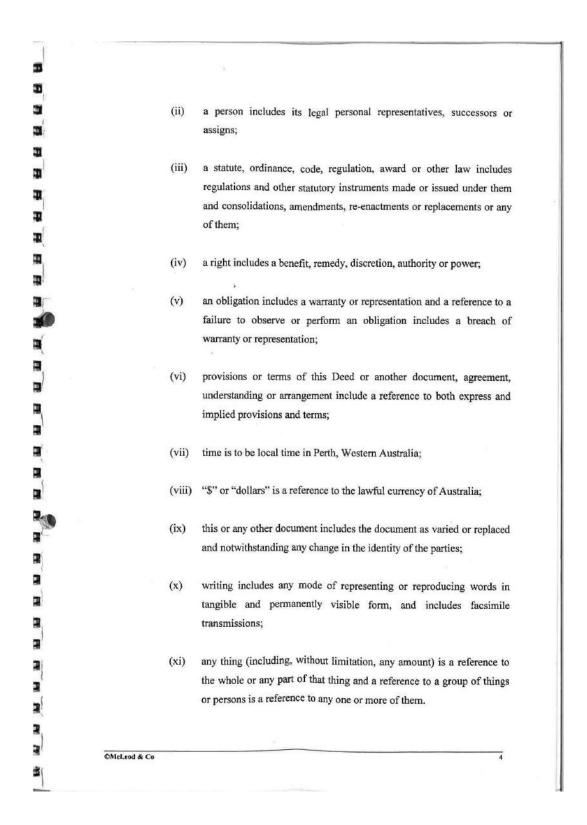


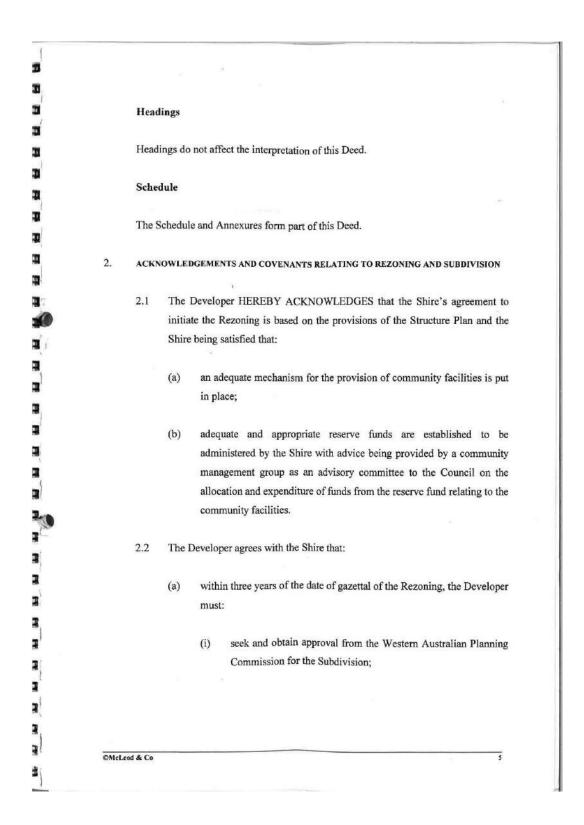
© McLeods 27_12063_011_002.docx | page 5

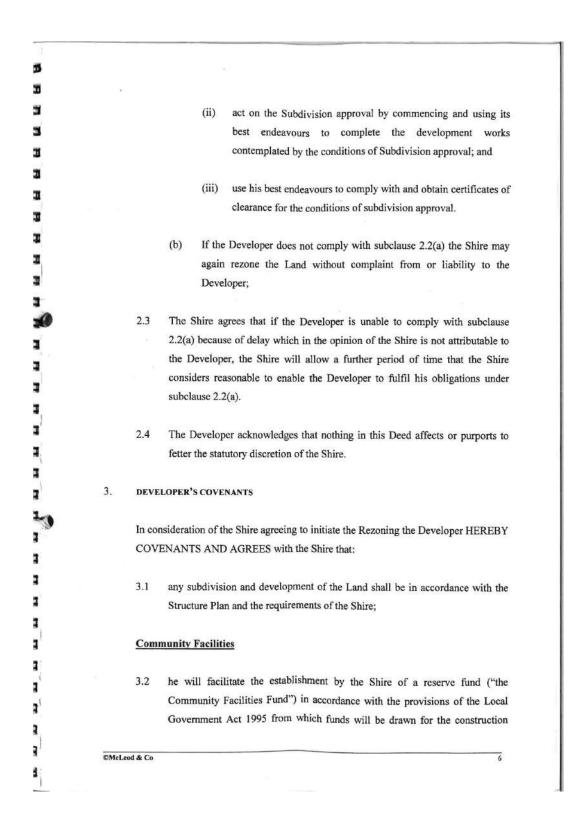
* 140
THIS DEED is made the 6 day of March 2001
BETWEEN:
BEIWEEN:
JOSEPH BECK MATTHEWS of Abilene.
Texas in the United States of America
("the Developer")
TAX INVOICE - ABN 45 320 599 544
A N D WESTERN AUSTRALIA STAMP DUTY HDR 19/03/01 13:13 001648293-002
FEE \$ *********2,000
SHIRE OF GINGIN of 7 Brockman Street,) 50 \$ \$\$\$\$\$\$5.00 FEN \$\$\$\$\$\$\$5.00
Gingin in the State of Western Australia) ("the Shire")
*
RECITALS:
A. The Developer is registered as the proprietor of an estate in fee simple in the land
described in Item 1 of the Schedule hereto ("the Land").
B. The Land is situated within the district of the Shire and is the subject of the Lancelin
Coastal Village Structure Plan ("the Structure Plan") which has been approved by the
Council of the Shire ("the Council") and a copy of which is annexed hereto as
Annexure 1.
C. The Council is contemplating rezoning the Land from "Rural" to "Urban
Development" ("the Rezoning") to enable the development of a residential community
within the area of the Structure Plan.
7000000000
D. On 18 July 2000 the Council resolved as follows:
©McLeod & Co

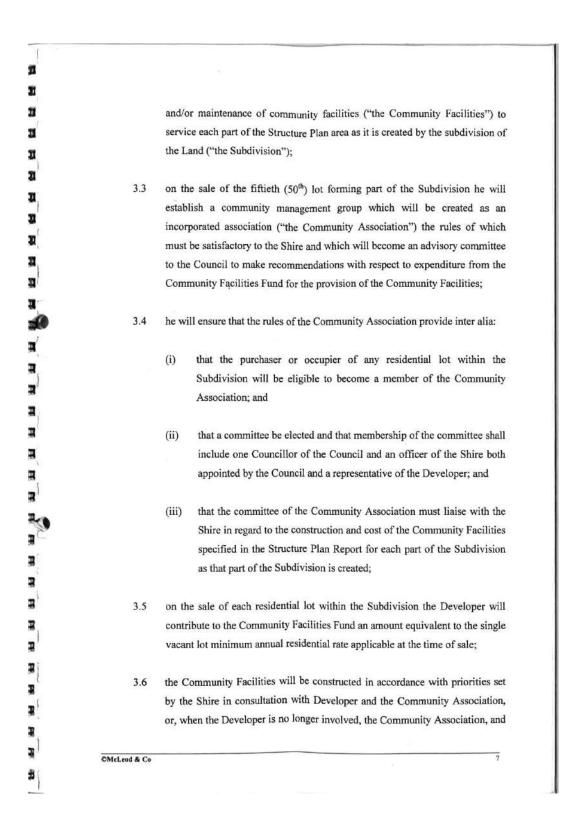


			*
		(g)	A commitment from the developer to the provision of maritime
			facilities and coastal access links through the recreation reserve."
	72236		3
	("the	Condition	ons")
E.	The (Council	requires the Developer to enter into this Deed to address the Conditions
			puncil initiating the Rezoning.
0.0	ED 4.3	CINE	PART:
Or	EKAI	IIVE	PARI:
1.	INTE	RPRETAT	TION
	Interp	oretation	
	Unle	e aveneas	sed to the contrary:
	Omes	s expres	sed to the contrary.
	(a)	words	importing:
		(i)	the singular include the plural and vice versa;
		(ii)	any gender include the other gender;
		(11)	any gender metade the only gender,
	(b)	if a w	ord or phrase is defined cognate words and phrases have corresponding
		defini	tions;
	(c)	a refe	rence to:
		(i)	a person includes a firm, unincorporated association, corporation and
		(-)	government or statutory body or authority;









2

I

T

ı

IJ

I

Į

Ų

7

1

3

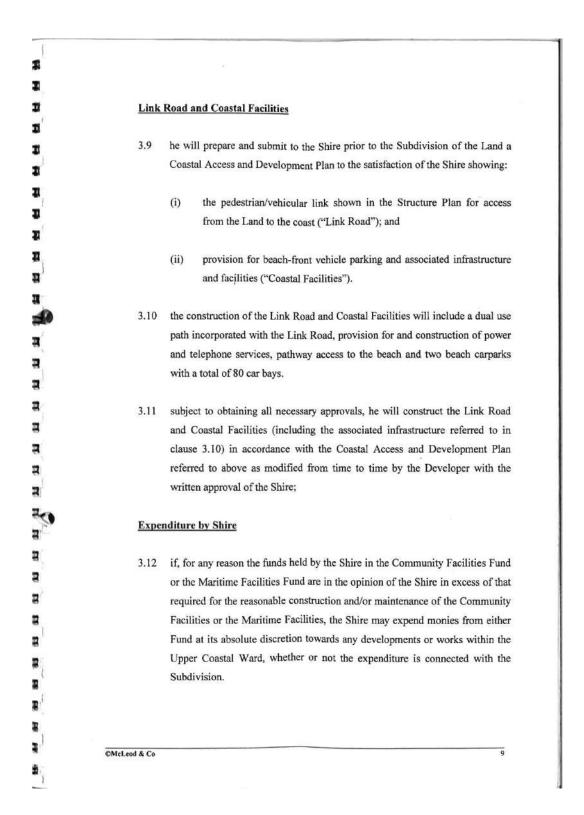
although the Shire shall have due regard to the recommendations of the Community Association, it shall not be bound to draw funds from the Community Facilities Fund in accordance with any recommendation made to it.

3.7 in the event that the Community Association becomes defunct or ceases to operate effectively because of lack of membership then the Shire shall be the sole arbiter of the need for Community Facilities and shall have the power to draw on the Community Facilities Fund for the construction and/or maintenance of the Community Facilities;

Maritime Facilities

- 3.8 (i) the Developer on the sale of each residential lot within the Subdivision shall contribute the amount specified in paragraph (ii) of this clause into another reserve fund ("the Maritime Facilities Fund") under the control of the Shire and the monies in the Maritime Facilities Fund shall be used for the construction and/or maintenance by the Shire of maritime facilities in the Upper Coastal Ward within the local government district of the Shire which maritime facilities may include, without limitation, boat launching facilities and boat launching facility access as and when determined necessary by the Shire.
 - (ii) in the 2001 calender year the Developer shall contribute \$140 to the Maritime Facilities Fund upon the sale of a residential lot within the Subdivision, and in each subsequent calendar year the amount to be contributed shall be increased cumulatively by an amount proportional to the percentage annual increase in the minimum single vacant lot annual residential rate.

OMcLead & Co



#

2

IJ

IJ

P

Ŗ

P

3

3

3

H

=

Ħ

Ħ

¥

4. NO DISPOSAL

The Developer must not sell, agree to sell, transfer, mortgage, lease, charge, assign or otherwise dispose of or encumber any part of the Land in its englobo state to any person without the prior written consent of the Shire which consent will not be withheld if the person to whom any such right or interest in the Land is to be granted has first executed a deed of covenant to be prepared by the Shire's solicitors at the cost of the Developer or such person whereby that person covenants to observe and perform such of the covenants, conditions and stipulations herein contained (including this covenant) as the Shire shall require as if that person had been a party to this Deed.

5. CHARGE AND CAVEAT

- 5.1 The Developer HEREBY CHARGES his interest in the Land in favour of the Shire with the performance of his obligations set out in this Deed and with the payment of all or any monies payable or which may become payable by the Developer to the Shire pursuant to this Deed and for the purpose of securing the same authorises the Shire to lodge an absolute caveat at the Department of Land Administration against the Land or any part thereof in order to protect the rights and interests of the Shire under this Deed
- 5.2 Providing there is no existing unremedied breach of this deed and provided that the developer complies with clause 4 herein, the Shire shall at the written request of the Developer provide an executed withdrawal of caveat to permit the registration of a mortgage over the Land to raise development funds in respect of the Land, with the Shire having a right to replace such caveat immediately following registration of such mortgage.

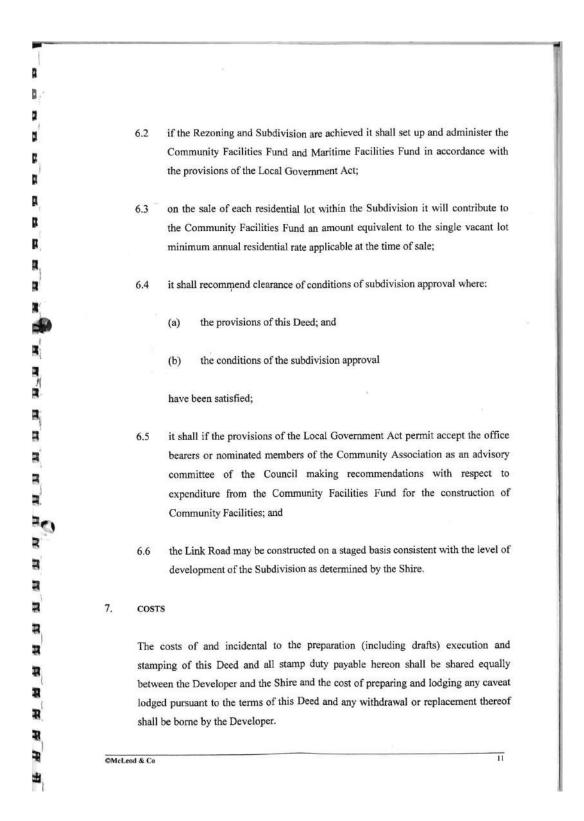
6. SHIRE'S COVENANTS

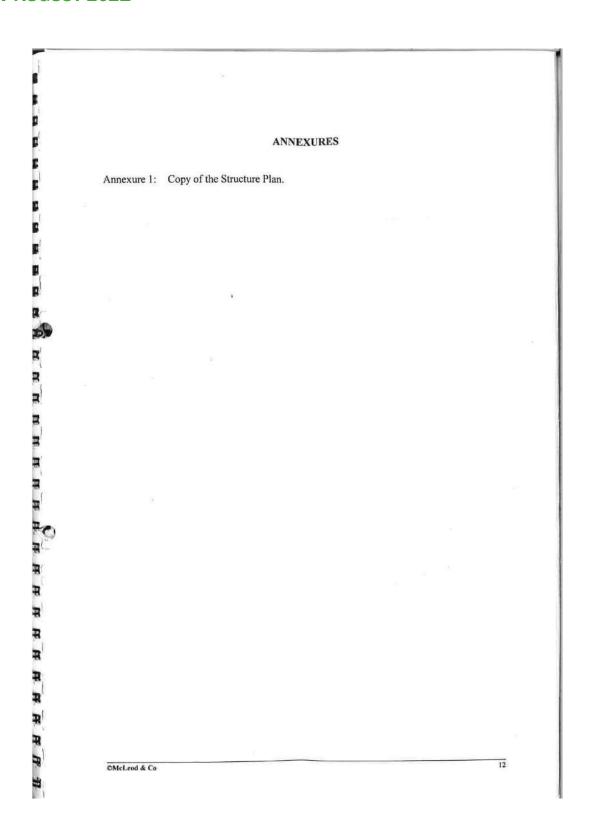
In consideration of the Developer agreeing to undertake the obligations set out in this Deed the Shire HEREBY COVENANTS AND AGREES with the Developer that:

6.1 it shall on the execution of this Deed by the Developer initiate the Rezoning;

OMcLeod & Co

10





© McLeods 27_12063_011_002.docx

1	
8	
N	SCHEDULE
-	ITEM 1: LAND
	Lot 1 the subject of Diagram 24526 and being the whole of the land comprised
	in Certificate of Title Volume 1240 Folio 35
1 _	Portion of Swan Location 3203 and being the whole of the land comprised in
Į II	Certificate of Title Volume 2133 Folio 275 2158 899
	Portion of Swan Location 5243 and being the whole of
	EXECUTED BY THE PARTIES as a DEED: (South in 1911 a monder of western course of the porter.
1	SIGNED by the said JOSEPH BECK MATTHEWS in the presence of:) Joseph Bell Marcheur
11	MATTHEWS in the presence of:
20	WITNESS SIGN: Tolay Niensollo.
20	PRINT NAME: TOBY JAMES NICHOLLS
	ADDRESS: 60 DONGE ADAD, SCHRODOUGH, WA. 6019.
2 0	OCCUPATION: SOLICITOR,
0	SHUMS COOM
- 0	THE COMMON SEAL of the SHIRE OF) GINGIN was duly affixed hereto in the)
	presence of:
	GINGIA
R.	PRESIDENT
21	Moran
[4]	CHIEF EXECUTIVE OFFICER
A	
H)	(12063/deed/ss/d)
- F	13
	©McLeod & Co

The Quadrant 1 William Street, Perth Western Australia 6000 GPO Box F338, Perth Western Australia 6841 Tel +51 8 9288 6000 Fax +61 8 9288 8001 www.lavanlegal.com.au **Deed of Variation** Joseph Beck Matthews Shire of Gingin 03~096 Draft Deed of Variation 12 May 2010 V2.doc

© McLeods 27_12063_011_002.docx

page 19

LAVADLEGAL

Parties

Joseph Beck Matthews of Abilene, Texas in the United States of America (the Developer) care of Lavan Legal 1 William Street Perth in the State of Western Australia

Shire of Gingin of 7 Brockman Street, Gingin in the State of Western Australia (the Shire)

Background

- A The Parties entered into a Deed of Agreement dated 6 March 2001, a copy of which is annexed hereto as Annexure 1 (Agreement) concerning the future provision for community and other facilities for the Developer's land as described in Item 1 of the Schedule to the Agreement (the Land), then the subject of the Lancelin Coastal Village Structure Plan (LCVSP).
- In October 2007 the Shire adopted a new Structure Plan in respect of the Land known as the Lancelin South Structure Plan (LSSP) replacing the LCVSP and initiated a rezoning amendment described as Amendment No. 93 (Rezoning Amendment) to the Shire's Local Planning Scheme No. 8 (Scheme) to rezone the Land from Rural zone to Urban Development zone.
- C On 20 April 2010 the Council of the Shire granted its final approval to the Rezoning Amendment. The resolution of Council is attached as Annexure 2 (Council Resolution 10.0089). In order to satisfy the requirements of Council Resolution 10.0089 and the LSSP, the parties have agreed to amend the Agreement by this Deed of Variation on the terms and conditions set out herein.

1 Variations to Agreement

The Agreement is varied as follows:

- 1.1 References to 'the Rezoning' where it appears in the Agreement shall be taken to be a reference to the Rezoning Amendment and the definition of "Rezoning" in Recital C as denoted by the text "("the Rezoning")" is deleted.
- 1.2 References to 'the Structure Plan' where it appears in the Agreement shall be taken to be a reference to the LSSP and the definition of "Structure Plan" in Recital B as denoted by the text "("the Structure Plan")" is deleted.
- 1.3 References to 'Upper Coastal Ward' where it appears in the Agreement shall be taken to be a reference to the Lancelin town site and surrounds,
- 1.4 Clause 2.1(b)to be amended to read as follows:
 - 1.4.1 '(b) adequate and appropriate reserve funds paid or payable by the Developer are established to be administered by the Shire.'
- 1.5 Sub clauses 3.3 and 3.4.are deleted.

03-096 Draft Deed of Variation 12 May 2010 V2.doc

-

	L/IL/ID LEG
1.6	Sub clause 3.6 to be amended to read as follows:
	1.6.1 'The Community Facilities will be constructed in accordance with priorities set by the Shire.'
1.7	Sub - clause 3.7 be deleted.
1.8	Sub -Clause 3.8(ii) be amended by deleting '2001' and substituting that with '2010' and deleting '\$140' and substituting that with '\$207'.
1.9	All references in the Agreement to 'Link Road' shall be substituted with 'Coastal Links'.
1.10	Clause 3.9 shall be substituted with the following:
	'he will prepare and submit to the Shire prior to the Subdivision of the Land Coastal Access and Development Plan to the satisfaction of the Shire showing;
	(i) the vehicle/pedestrian/bicycle link depicted in the LSSP as the Southern Coastal Link ("Southern Coastal Link") and the dual use path link depicted in the LSSP as the Northern Coastal Link ("Northern Coastal Link"), as generally shown in the LSSP for access from the Land to the coast (together "The Coastal Links"); and.
	(ii) provision for beachfront vehicle parking and associated infrastructure and facilities ("Coastal Facilities").
1.11	Clause 3.10 shall be substituted with the following:
	'the construction of the Coastal Links and Coastal Facilities will include a dual use path linking the area the subject of the LSSP to Lancelin town site, provision for and construction of power, water and telephone services, ablution facilities, pathway access to the beach and two beach carparks with a total of 80 car bays.'
1.12	Delete the words 'Department of Land Administration' in sub -clause 5.1 and substitute with 'Landgate'.
1.13	Sub -clauses 6.1, 6.3 and 6.5 are deleted.
1.14	The Agreement shall incorporate the following provisions:
	1.14.1 The following provision shall be inserted as clause 3.13:
	"in addition to the Developer's other commitments the Developer will also be required to undertake the following:
	(a) Relocation and re-establishment of the fairways and greens of the Lancelin Golf Course following decommissioning as a result of construction of the Coastal Links to a condition that

© McLeods 27_12063_011_002.docx page 21

LAMPLEGAL is not less than the current Lancelin Golf Course standard; construction and installation of all other standard public infrastructure associated with Subdivision to the satisfaction of the Western Australian Planning Commission, 1.14.2 The following provision shall be inserted as clause 3.14: "prior to clearance of subdivision for the first lot of the Subdivision, the Shire will require and the Developer shall undertake the construction of the Southern Coastal Link. 1.14.3 The following provisions shall be inserted as clause 3.15: "prior to clearance of subdivision for the first lot of the Subdivision, the Shire will require and the Developer shall provide to the Shire a bank guarantee or bond, as mutually agreed, for an amount no less than the cost of the construction of: The Northern Coastal Link: ii) Coastal Facilities including provision of power, water, telephone services, car park lighting and ablution facilities; A Dual Use Pathway linking the Development area to the Lancelin Community Sporting Club Rooms and from the Lancelin Community Sporting Club Rooms to the existing Dual Use Path System in the Lancelin Town site. In a period of no longer than one year from the date that a certificate of occupancy is granted by the Council for the 50th dwelling in Lancelin South, the developer shall construct the Coastal Facilities and Dual Use Pathways referred to in i), ii) & iii) above and upon completion of the construction to the satisfaction of the Shire, the bank guarantee or bond shall be released." 1.14.4 The following provision shall be inserted as clause 3.16: "at the time of subdivision, the Shire will require the Developer to seal Old Ledge Point Road from the intersection at Lancelin Road to the Southern Coastal Link and the intersection adjacent to the Subdivision, to the satisfaction of the Shire, to ameliorate dust impacts on newly created 'Urban' lots from extractive industries and/or mining tenements operating on those roads. Further construction and upgrading of Old Ledge Point Road shall be required upon connection of any new subdivision roads within the Lancelin South Outline Development Plan ('ODP') area to Old Ledge Point Road, taking into consideration the urban traffic volumes generated by the subdivision, to a standard to be determined in the Traffic Engineering Study, prepared for the 03~096 Deed of Variation 12 May 2010 V2

© McLeods 27_12063_011_002.docx

LAMPLEGAL

1.14.5 The following provision shall be inserted as clause 3.17:

"prior to clearance of the first lot of the Subdivision, the Developer shall provide an Acoustic Report for that portion of the Land the subject of Stage 1 of the Subdivision, in order to determine those lots which may be adversely affected by noise as a result of being located adjacent to Limesand Haulage Routes. Each lot so affected will be required, at a minimum, to have a notification pursuant to section 70A of the Transfer of Land Act 1893 lodged on its certificate of title to notify prospective purchasers of the potential for adverse amenity impact as a result of being located adjacent to Limesand Haulage Routes and nearby Extractive Industries.

2 Agreement to remain in effect

The Agreement remains in full force and effect, as varied by this document.

3 Inconsistency

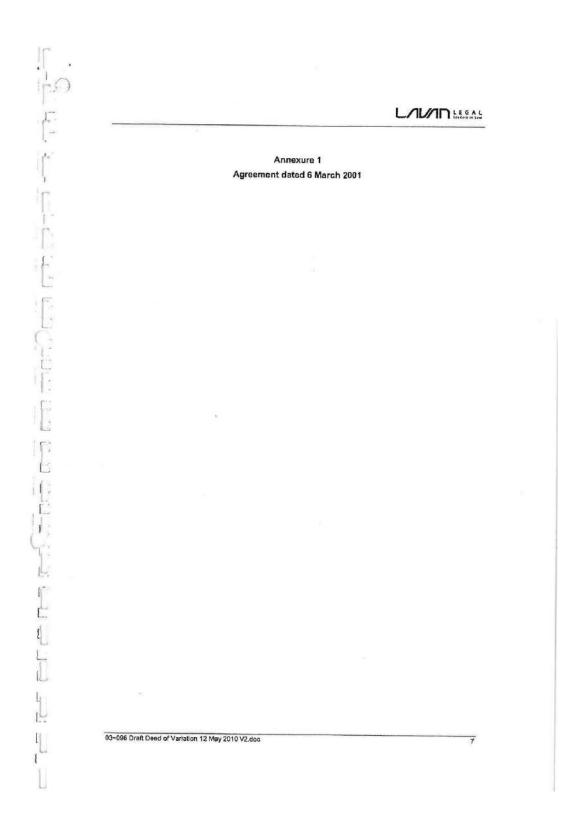
If there is any inconsistency between the terms of the Agreement and this document, then this document will prevail to the extent of any inconsistency.

4 When variations effective

The variations to the Agreement set out in this document come into effect on the date of execution of this document.

03-096 Draft Deed of Variation 12 May 2010 V2.doc

n.		
- 1	1 100	
	***************************************	LAMINEGAL
	Execution	
	Executed as a Deed of Variation	
	Date: 74/14 2010	
	Joseph Beck Matthews in the presence of:	Joseph 15 ed Hawley
	11- Call	
	Signature Signature	Signature
	DIANE M FLYNN Name ADMIN. ASSISTANT	Name
	ADMIN. ASSISTANT	Position
		SHIRE STATES
	Shire of Gingin The Common Seal of the	
	Shire of Gingin is affixed in the presence of:	GOMMON SEAL IN
	Miss.	Quant The
	Signature	Signature
	David T Bull	DAVID WILLIAM ROE
	Position Exceurive Officel	Position PRESIDENT
	03~096 Draft Deed of Variation 12 May 2010 (2).doc	5



© McLeods 27_12063_011_002.docx

Ir.		
40		
1		
1	DATED	2001
a		
	JOSEPH BECK MATTHEWS	
1		
1	AND	
	AND	
	SHIRE OF GINGIN	
15		
lei		
IA .		
IE.		
E'	DKED	
1 2.		
(ک		
d,		
\mathcal{L}_i		**
Ċ ₁	Melicod & CO SOLICITORS	
T '	220-222 STIRLING HIGHWAY CLAREMONT WA 6010	
	Tolephone: 9383 3133	4
ĬĮ.	Faustrille: 9385 2693 Reference: McL/N8 12063	
	(sol) O Malloud & Ca	*
Č.		
11000		

© McLeods 27_12063_011_002.docx page 26

n						
10						
	THI	S DEED is made the	6 m	day of	March	2001
	ВЕ	TWEEN:				
		JOSEPH BECK MAT Texas in the United S ("the Developer")	TTHEWS o tates of Am	f Abilene, erica)	
	AN				WESTERN A HOR 19/0 FEE \$ ***	ICE - A8N 45 320 599 544 NUSTRALIA STAMP DUIY N3/01 13:13 001648293-00 N###################################
		SHIRE OF GINGIN o Gingin in the State of ("the Shire")	i / Brockm Western Au	an Street, Istralia)	ov ren 3444443, (f)
Ci	REC	CITALS:				
Ę	A.	The Developer is regi				e simple in the land
	B.	The Land is situated w Coastal Village Structu Council of the Shire Annexure 1.	ure Plan ("i	he Structur	e Plan") which has b	een approved by the
	C.	The Council is con Development" ("the Re within the area of the S	ezoning") to	enable the		
	D.	On 18 July 2000 the Co	ouncil resol	ved as follo	ws:	
SEC .	DMcLeod	I & Co			All resolutions are	

© McLeods 27_12063_011_002.docx



- "I. Where Council is satisfied that an adequate mechanism for community facility provision has been achieved, Council is unlikely to insist on a staged rezoning of the structure plan area;
- Council accepts the applicant's suggestion for a managed strategy, whereby a community facilities contribution for facilities within the development is made on a per lot basis, matched by the local authority, and paid into a Reserve fund.
- A Deed of Agreement would need to be prepared by Council's solicitors, with legal costs shared equally between both parties, and should include:
 - (a) Common understanding that the agreement is based on the Lancelin Coastal Village Structure Plan and any urban development zoning and subdivision that may occur within the context of this Plan;
 - (b) Details for establishment of a Reserve Fund and the management structure for this fund, with Council being the administrator of the Reserve. A Community Management Group will be established and constituted as an advisory committee of Council, and will make recommendations to Council with respect to expenditure from this Reserve;
 - (c) Statement of purpose, namely, the establishment of a mechanism for the funding and staged implementation of community facilities to service the Lancelin Constal Village Structure Plan area;
 - (d) A list of possible community facilities;
 - (e) A mutual commitment to contribute the equivalent of a single vacant lot minimum annual residential rate, payable into the Reserve Fund upon the sale of each lot within the subdivision area;
 - (f) Other contingencies considered necessary by Council solicitors.

©McLeod & Co

1			
N N		(g)	A commitment from the developer to the provision of maritime facilities and coastal access links through the recreation reserve."
E.	("the Conditi	ions")
			requires the Developer to enter into this Deed to address the Conditions council initiating the Rezoning.
3	OPER	ATIVE	PART:
	1. n	VTERPRETAT	CION
[]. . G	In	nterpretation	
	U	nless expres	sed to the contrary:
	(a) words	importing:
		(i)	the singular include the plural and vice versa;
		(ii)	any gender include the other gender;
<u>.</u>	(b)	if a wo	ord or phrase is defined cognate words and phrases have corresponding ons;
(**) (**)	(c)	a refere	ence to:
			a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
(L) (M) (L)	OMcLead & C	io .	
ľ¥ U			

© McLeods 27_12063_011_002.docx

or

		(ii)	a person includes its legal personal representatives, successors or assigns;
		(iii)	a statute, ordinance, code, regulation, award or other law includes regulations and other statutory instruments made or issued under them and consolidations, amendments, re-enactments or replacements or any of them;
		(iv)	a right includes a benefit, remedy, discretion, authority or power;
		(v)	an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
F		(vi)	provisions or terms of this Deed or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
1-1		(vii)	time is to be local time in Perth, Western Australia;
15		(viii)	"\$" or "dollars" is a reference to the lawful currency of Australia;
		(ix)	this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
		(x)	writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions;
		(xi)	any thing (including, without limitation, any amount) is a reference to the whole or any part of that thing and a reference to a group of things or persons is a reference to any one or more of them.
a'	OMeLeod & Co		•

\circ	
	Headings
	Headings do not affect the interpretation of this Deed.
I L	Schedule
	The Schedule and Annexures form part of this Deed.
2,	ACKNOWLEDGEMENTS AND COVENANTS RELATING TO REZONING AND SUBDIVIS
•	2.1 The Developer HEREBY ACKNOWLEDGES that the Shire's agreemed initiate the Rezoning is based on the provisions of the Structure Plan are Shire being satisfied that:
	 (a) an adequate mechanism for the provision of community facilities in place;
	(b) adequate and appropriate reserve funds are established to administered by the Shire with advice being provided by a comm management group as an advisory committee to the Council or allocation and expenditure of funds from the reserve fund relating to community facilities.
	2.2 The Developer agrees with the Shire that:
	(a) within three years of the date of gazettal of the Rezoning, the Devel must:
	 seek and obtain approval from the Western Australian Plans Commission for the Subdivision;
OMcLeo	& Co



- (ii) act on the Subdivision approval by commencing and using its best endeavours to complete the development works contemplated by the conditions of Subdivision approval; and
- (iii) use his best endeavours to comply with and obtain certificates of clearance for the conditions of subdivision approval.
- (b) If the Developer does not comply with subclause 2.2(a) the Shire may again rezone the Land without complaint from or liability to the Developer;
- 2.3 The Shire agrees that if the Developer is unable to comply with subclause 2.2(a) because of delay which in the opinion of the Shire is not attributable to the Developer, the Shire will allow a further period of time that the Shire considers reasonable to enable the Developer to fulfil his obligations under subclause 2.2(a).
- 2.4 The Developer acknowledges that nothing in this Deed affects or purports to fetter the statutory discretion of the Shire.

DEVELOPER'S COVENANTS

In consideration of the Shire agreeing to initiate the Rezoning the Developer HEREBY COVENANTS AND AGREES with the Shire that:

3.1 any subdivision and development of the Land shall be in accordance with the Structure Plan and the requirements of the Shire;

Community Facilities

3.2 he will facilitate the establishment by the Shire of a reserve fund ("the Community Facilities Fund") in accordance with the provisions of the Local Government Act 1995 from which funds will be drawn for the construction

©McLeod & Co



and/or maintenance of community facilities ("the Community Facilities") to service each part of the Structure Plan area as it is created by the subdivision of the Land ("the Subdivision");

- 3.3 on the sale of the fiftieth (50th) lot forming part of the Subdivision he will establish a community management group which will be created as an incorporated association ("the Community Association") the rules of which must be satisfactory to the Shire and which will become an advisory committee to the Council to make recommendations with respect to expenditure from the Community Facilities Fund for the provision of the Community Facilities;
- 3.4 he will ensure that the rules of the Community Association provide inter alia:
 - that the purchaser or occupier of any residential lot within the Subdivision will be eligible to become a member of the Community Association; and
 - (ii) that a committee be elected and that membership of the committee shall include one Councillor of the Council and an officer of the Shire both appointed by the Council and a representative of the Developer; and
 - (iii) that the committee of the Community Association must liaise with the Shire in regard to the construction and cost of the Community Facilities specified in the Structure Plan Report for each part of the Subdivision as that part of the Subdivision is created;
- 3.5 on the sale of each residential lot within the Subdivision the Developer will contribute to the Community Facilities Fund an amount equivalent to the single vacant lot minimum annual residential rate applicable at the time of sale;
- 3.6 the Community Facilities will be constructed in accordance with priorities set by the Shire in consultation with Developer and the Community Association, or, when the Developer is no longer involved, the Community Association, and

DIMICLEON & CO	

although the Shire shall have due regard to the recommendations of the Community Association, it shall not be bound to draw funds from the Community Facilities Fund in accordance with any recommendation made to it.

3.7 in the event that the Community Association becomes defunct or ceases to operate effectively because of lack of membership then the Shire shall be the sole arbiter of the need for Community Facilities and shall have the power to draw on the Community Facilities Fund for the construction and/or maintenance of the Community Facilities;

Maritime Facilities

- 3.8 (i) the Developer on the salc of each residential lot within the Subdivision shall contribute the amount specified in paragraph (ii) of this clause into another reserve fund ("the Maritime Facilities Fund") under the control of the Shire and the monies in the Maritime Facilities Fund shall be used for the construction and/or maintenance by the Shire of maritime facilities in the Upper Coastal Ward within the local government district of the Shire which maritime facilities may include, without limitation, boat launching facilities and boat launching facility access as and when determined necessary by the Shire.
 - (ii) in the 2001 calender year the Developer shall contribute \$140 to the Maritime Facilities Fund upon the sale of a residential lot within the Subdivision, and in each subsequent calendar year the amount to be contributed shall be increased cumulatively by an amount proportional to the percentage annual increase in the minimum single vacant lot annual residential rate.

OMcLeod & Co



Link Road and Coastal Facilities

- 3.9 he will prepare and submit to the Shire prior to the Subdivision of the Land a Coastal Access and Development Plan to the satisfaction of the Shire showing:
 - the pedestrian/vehicular link shown in the Structure Plan for access from the Land to the coast ("Link Road"); and
 - (ii) provision for beach-front vehicle parking and associated infrastructure and facilities ("Coastal Facilities").
- 3.10 the construction of the Link Road and Coastal Facilities will include a dual use path incorporated with the Link Road, provision for and construction of power and telephone services, pathway access to the beach and two beach carparks with a total of 80 car bays.
- 3.11 subject to obtaining all necessary approvals, he will construct the Link Road and Coastal Facilities (including the associated infrastructure referred to in clause 3.10) in accordance with the Coastal Access and Development Plan referred to above as modified from time to time by the Developer with the written approval of the Shire;

Expenditure by Shire

3.12 if, for any reason the funds held by the Shire in the Community Facilities Fund or the Maritime Facilities Fund are in the opinion of the Shire in excess of that required for the reasonable construction and/or maintenance of the Community Facilities or the Maritime Facilities, the Shire may expend monies from either Fund at its absolute discretion towards any developments or works within the Upper Coastal Ward, whether or not the expenditure is connected with the Subdivision.

GMcLeod & Co



4. NO DISPOSAL

The Developer must not sell, agree to sell, transfer, mortgage, lease, charge, assign or otherwise dispose of or encumber any part of the Land in its englobe state to any person without the prior written consent of the Shire which consent will not be withheld if the person to whom any such right or interest in the Land is to be granted has first executed a deed of covenant to be prepared by the Shire's solicitors at the cost of the Developer or such person whereby that person covenants to observe and perform such of the covenants, conditions and stipulations herein contained (including this covenant) as the Shire shall require as if that person had been a party to this Deed.

CHARGE AND CAVEAT

- 5.1 The Developer HEREBY CHARGES his interest in the Land in favour of the Shire with the performance of his obligations set out in this Deed and with the payment of all or any monies payable or which may become payable by the Developer to the Shire pursuant to this Deed and for the purpose of securing the same authorises the Shire to lodge an absolute caveat at the Department of Land Administration against the Land or any part thereof in order to protect the rights and interests of the Shire under this Deed
- 5.2 Providing there is no existing unremedied breach of this deed and provided that the developer complies with clause 4 herein, the Shire shall at the written request of the Developer provide an executed withdrawal of caveat to permit the registration of a mortgage over the Land to raise development funds in respect of the Land, with the Shire having a right to replace such caveat immediately following registration of such mortgage.

6. SHIRE'S COVENANTS

In consideration of the Developer agreeing to undertake the obligations set out in this Deed the Shire HEREBY COVENANTS AND AGREES with the Developer that:

6.1 it shall on the execution of this Deed by the Developer initiate the Rezoning;

©McLeod & Co

- 6.2 if the Rezoning and Subdivision are achieved it shall set up and administer the Community Facilities Fund and Maritime Facilities Fund in accordance with the provisions of the Local Government Act;
- 6.3 on the sale of each residential lot within the Subdivision it will contribute to the Community Facilities Fund an amount equivalent to the single vacant lot minimum annual residential rate applicable at the time of sale;
- 6.4 it shall recommend clearance of conditions of subdivision approval where:
 - (a) the provisions of this Deed; and
 - (b) the conditions of the subdivision approval

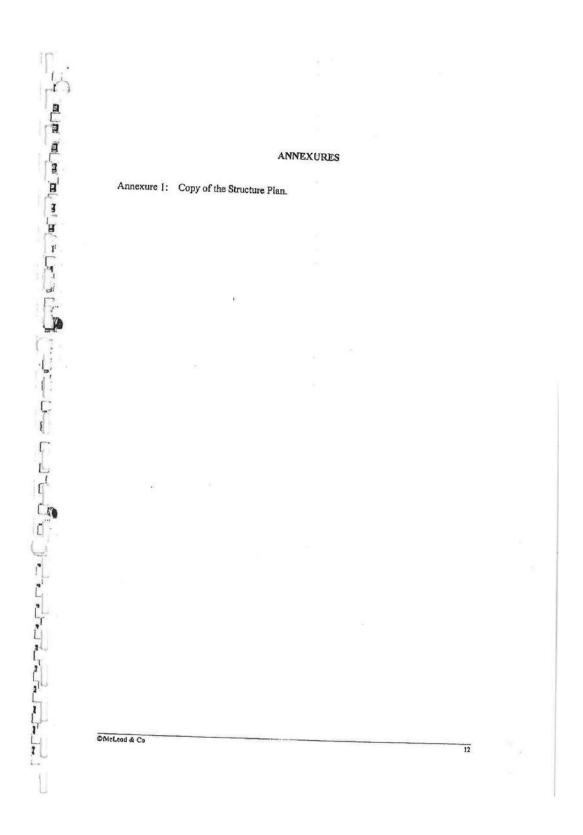
have been satisfied;

- 6.5 it shall if the provisions of the Local Government Act permit accept the office bearers or nominated members of the Community Association as an advisory committee of the Council making recommendations with respect to expenditure from the Community Facilities Fund for the construction of Community Facilities; and
- 6.6 the Link Road may be constructed on a staged basis consistent with the level of development of the Subdivision as determined by the Shire.

7. COSTS

The costs of and incidental to the preparation (including drafts) execution and stamping of this Deed and all stamp duty payable hereon shall be shared equally between the Developer and the Shire and the cost of preparing and lodging any caveat lodged pursuant to the terms of this Deed and any withdrawal or replacement thereof shall be borne by the Developer.

OMcLeod & Co



	·
-	
-	
-	
900	
52	SCHEDULE
	ITEM 1: LAND
	Lot 1 the subject of Disgram 24526
	Lot 1 the subject of Diagram 24526 and being the whole of the land comprised
	in Certificate of Title Volume 1240 Folio 35
	North Carlotte
	Portion of Swan Location 3203 and being the whole of the land comprised in
	Certificate of Title Volume 2133 Folio 275
	2.158 8aq Mal
	theland comprised in Callen of Swan Location 5243 and being the whole of
	EXECUTED BY THE PARTIES as a DEED:
	Colett 19102 amonded by wester wester of the parties.
	CICNIED L. J
	MATTHEWS in the presence of:) Joseph Bell Matcheur
	WITNESS SIGN: TODA Chapman
	10.00 1000 .
	PRINT NAME: TOBY JAMES MCHOLLS
	ADDRESS: 60 DONGE AGOD, SURBORDUGH, WA. 6019.
	-
	OCCUPATION: SOLICITOR.
	HIRE
	THE COMMON SEAL of the SHIRE OF
	GINGIN was duly affixed hereto in the presence of:
	18-7
	PRESIDENT
	101
	Whan
	CHIEF EXECUTIVE OFFICER
	(17063d codf edg)
	** t summoreaus (a)
	OMCLeod & Co

		L/IV/IF	LEGAL
	Annexure 2		
Council	Resolution 10.0089		

ORDINARY MEETING SHIRE OF GINGIN

MINUTES

20/04/2010

PRIOR TO DELIBERATION ON RECOMMENDATION TWO, THE CONTRACT PLANNER CIRCULATED AN AMENDED RECOMMENDATION, A COPY OF WHICH IS ATTACHED AS APPENDIX 9.

AT 5.04 PM THE CONTRACT PLANNER LEFT THE CHAMBER TO ENSURE THAT THE AMENDED RECOMMENDATION WAS CORRECTLY WORDED.

COUNCILLOR RULE RETURNED TO THE CHAMBER AT 5.04 PM AT WHICH TIME THE SHIRE PRESIDENT ADVISED HIM OF THE DECISION WHICH HAD MATERIALISED DURING THE TIME HE WAS ABSENT FROM THE CHAMBER.

THE CONTRACT PLANNER RETURNED TO THE CHAMBER AT 5.14 PM.

DELIBERATION ON THIS ITEM RECOMMENCED AT 5.27 PM.

COUNCILLOR RULE DECLARED A PROXIMITY INTEREST IN THIS ITEM AS HE OWNS THE ADJOINING M70/57 MINING LEASE AND LEFT THE CHAMBER AT 5.27 PM.

COUNCILLOR MALEY LEFT THE CHAMBER AT 5.28 PM AND DID NOT RETURN TO THE MEETING.

RESOLUTION 10.0089

Moved Councillor Ammon that Council:

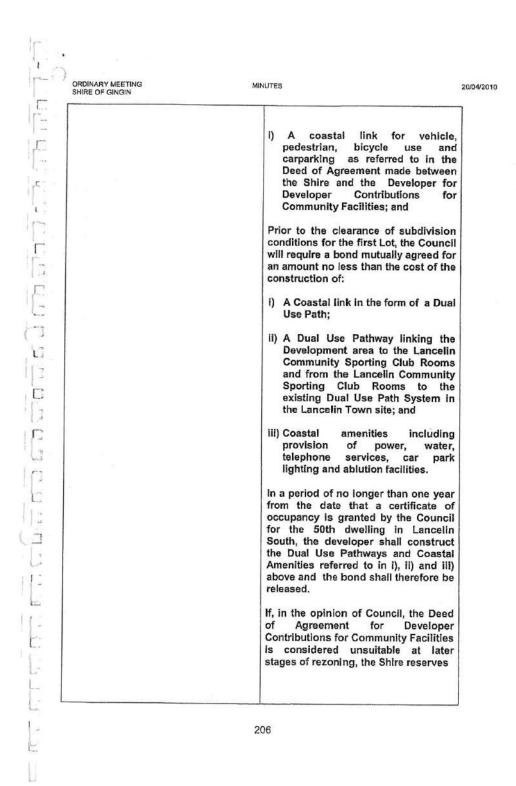
- Receive and endorse the Schedule of Submissions for Town Planning Scheme Amendment No. 93.
- 2. Subject to the receipt of:
 - Scheme Amendment documents which reflect the following modifications:
 - Delete reference to Dot Point 3 in the final adoption page which reads Inserting a new clause under section 5.5 advising that the rezoning of Lots 5243, 9504 and 9505 Indian Ocean Drive, Lancelin from 'Rural' to "Urban Development' shall not proceed to final approval prior to the proponent demonstrating that a sufficient potable water source is available to supply the subject land.
 - Insert Appendix 11 and Appendix 12 into the Scheme Text, as below, and alter the Scheme Maps accordingly:

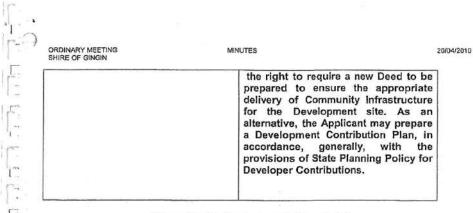
ORDINARY MEETING

MINUTES

20/04/2010

Area of Subject Land	Provisions
Area of Subject Land DCA No.1 Lots 5243, 9504 and 9505 commonly known as "Lancelin South" and Reserve 7269 Old Ledge Point Road and Lancelin Road Stage 1	The Developer will be required to provide for: - Community Facilities Fund;





Appendix 12 - Environmental Constraints

Area of subject Land	Provisions
Area of subject Land Lots 5243, 9504 and 9505 commonly known as "Lancelin South" Old Ledge Point Road and Lancelin Road	At the time of Subdivision, Council will require the Applicant to provide an Acoustic Report for the land, the subject of Stage 1, in order to determine those Lots which may be adversely affected by noise as a result of being located adjacent to Limesand Haulage Routes. The Lots, if applicable, will be required, at a minimum, to have Memorials placed on Title to notify prospective purchasers of the potential for adverse amenity impact as a result of being located adjacent to Limesand Heavy Haulage Routes and nearby Extractive Industries. At the time of Subdivision, as a minimum, Council will require the Developer to seal Old Ledge Point Road from the intersection at Lancelin Road to the coastal access link and the intersection adjacent to the Subdivision to ameliorate dust impacts on newly created "Urban" Lots from extractive industries and/or mining tenements operating on those roads.

207

C

ORDINARY MEETING SHIRE OF GINGIN

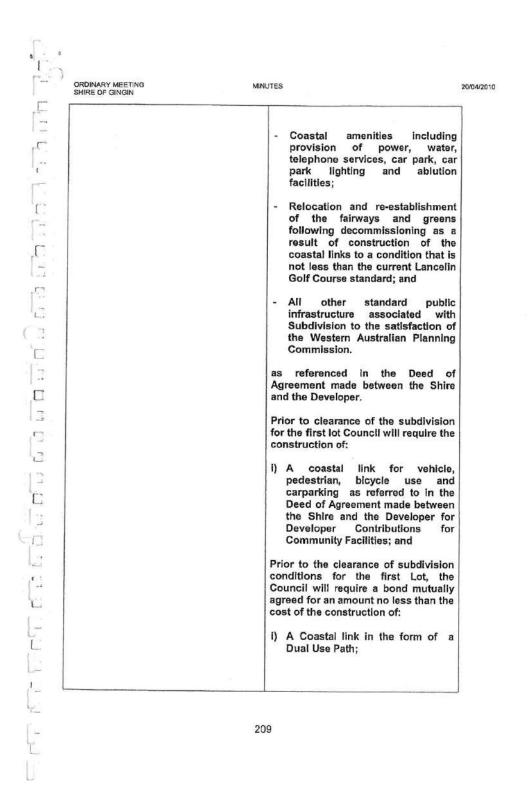
MINUTES

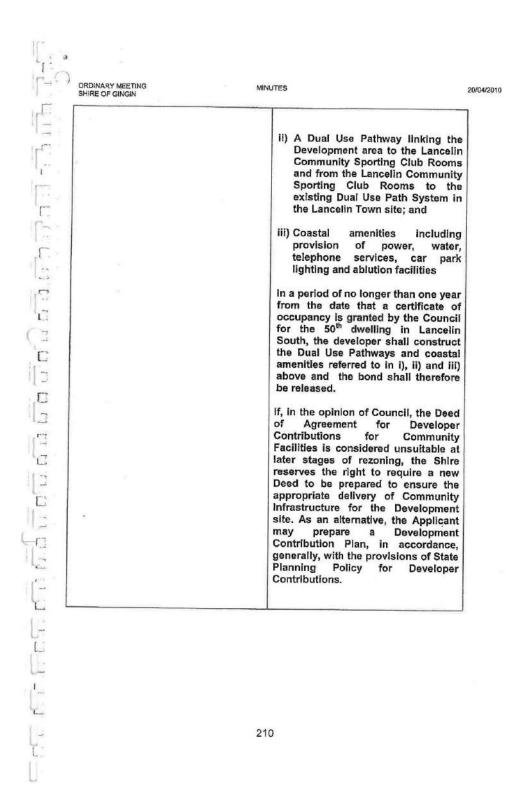
20/04/2010

- ii) A modified Deed of Agreement/draft Deed of Variation to be altered to the satisfaction of the Shire's Acting Chief Executive Officer to incorporate provision for the satisfactory construction and delivery of the Community Infrastructure, including all items referenced in Appendix 11.
- 3. Provided the amended and executed Scheme Amendment documents and Deed of Agreement/Deed of Variation (which includes provisions for items listed in Appendix 11), is submitted to the Shire by 12 May 2010, resolve, under Section 87 of the Planning and Development Act 2005, to give final adoption to its Town Planning Scheme Amendment No. 93, with modification, to:
 - Rezone portions of Lots 9504 and 9505 Indian Ocean Drive, Lancelin from 'Rural' to 'Urban Development' Zone.
 - ii) Deleting the notation 'AA' from the Use Class Dwelling and Grouped Dwellings in column 9 (Urban Development Zone) of Table 1 – Zoning Table and insert the following text in the entire column applying to all Use Classes for the Urban Development zone:
 - The permissibility of uses in the Urban development zone shall be determined in accordance with the provisions of the adopted Outline Development Plan for the land which has been prepared and adopted in accordance with the relevant provisions of the Local Planning Scheme.
 - iii) Insert Appendix 11 and Appendix 12 into the Scheme Text, as below, and amend the Scheme Maps accordingly:

Appendix 11- Developer Contribution Area

Area of Subject Land	Provisions
DCA No.1	The Developer will be required to provide for:
Lots 5243, 9504 and 9505 commonly known as "Lancelin South" and Reserve 7269 Old Ledge Point Road	- Community Facilities Fund;
and Lancelin Road	- Coastal links;
Stage 1	 Dual Use Pathway linking the Development area to the Lancelin Community Sporting Club Rooms and from the Lancelin Community Sporting Club Rooms to the existing Dual Use Path System in the Lancelin Townsite;
	- Maritime Fund;





ORDINARY MEETING SHIRE OF GINGIN

MINUTES

20/04/2010

Appendix 12 - Environmental Constraints

Area of subject Land	Provisions
Lots 5243, 9504 and 9505 commonly known as "Lancelin South" Old Ledge Point Road and Lancelin Road	At the time of Subdivision, Counci will require the Applicant to provide an Acoustic Report for the land, the subject of Stage 1, in order to determine those Lots which may be adversely affected by noise as a resul of being located adjacent to Limesand Haulage Routes. The Lots, if applicable, will be required, at a minimum, to have Memorials placed on Title to notify prospective purchasers of the potential for adverse amenity impact as a result or being located adjacent to Limesand Heavy Haulage Routes and nearby Extractive Industries.
	At the time of Subdivision, as a minimum, Council will require the Developer to seal Old Ledge Poin Road from the intersection at Lancelir Road to the coastal access link and the intersection adjacent to the Subdivision to ameliorate dus impacts on newly created "Urban' Lots from extractive industries and/o mining tenements operating on those roads.

- Refuse to approve Scheme Amendment No. 93, should the modified documents referenced in Dot Point 2, above, not be submitted to the Shire by 12 May 2010, given that Council is concerned that:
 - The Deed of Agreement does not provide adequately for the timely delivery of Community Infrastructure, particularly the Coastal Access Link and Associated Coastal Infrastructure as a component of the clearance of the first Lot of subdivision; and
 - The sealing of a portion of Old Ledge Point Road is required to ameliorate the dust impacts on newly created "Urban" Lots from Extractive Industries and/or mining tenements operating on those roads.

ORDINARY MEETING SHIRE OF GINGIN

MINUTES

20/04/2010

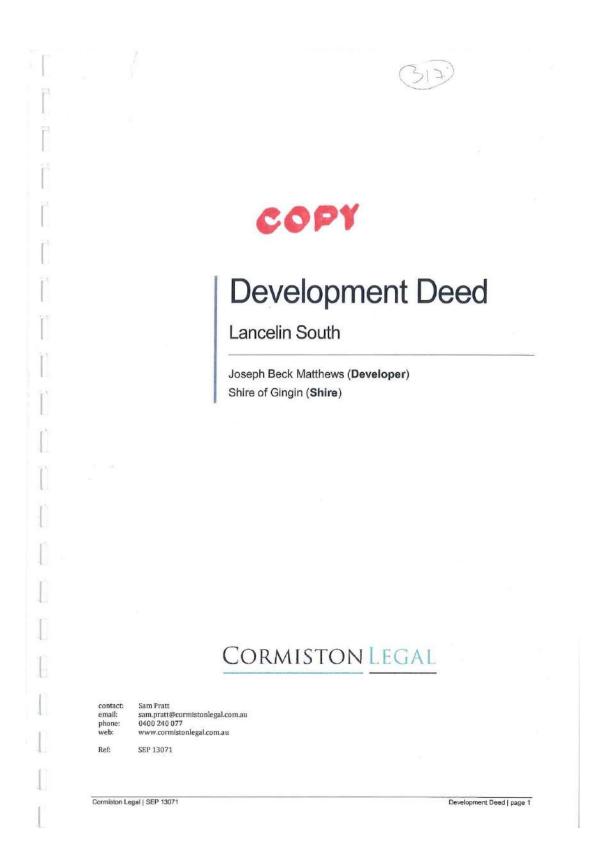
5. Advise the Applicant that:

- i) If the Developer is not willing to enter into a voluntary Deed of Agreement for the timely provision of Community Infrastructure as indicated in the above Resolution, the Developer may prepare a Developer Contributions proposal in accordance with the Western Australian Planning Commission Statement of Planning Policy 3.6 – Developer Contributions, subject to Council's satisfaction, for the purposes of the provision of Community Infrastructure. It is, however, likely that the same provisions will result;
- The Shire will not support an Application for Subdivision to the Western Australian Planning Commission until the Outline Development Plan is endorsed by the Shire's Acting Chief Executive Officer and the Western Australian Planning Commission;
- iii) In accordance with advice from the EPA, this proposal has not been referred to the Commonwealth under the EPBC Act, and the developer would need to satisfy its own obligations in accordance with the requirements of the EPBC Act;
- iv) In accordance with the Aboriginal Heritage Act 1972, the Developer or his agents are to cease work immediately should cultural or skeletal material be discovered, the site recorded and the Department of Indigenous Affairs notified immediately; and
- Council will assist in determining an appropriate location for the placement of a coastal link.

Advise the Department of Planning that:

- i) Given the Scheme Amendment area is not a Priority Resource Location in SPP2.4, but acknowledging the significant future geological supplies – limestone is location in close proximity, as identified by the Department of Planning, Council respectfully requests that the mater is elevated for Ministerial consideration in regards to consideration of the amendment area to be rezoned in relation to this matter and the general application of buffer distances. In recommending Final Approval to this amendment, the Shire has had due regard to SPP2.4; and
- ii) The Shire notes that a Special Control Area depicting a 500m buffer from the nearby sewerage treatment plant may be required to be denoted on Scheme Maps, however, this element has been incorporated into the Shire's draft Local Planning Scheme No. 9.

CARRIED UNANIMOUSLY



© McLeods 27_12063_011_002.docx

| page 50

_	CONTENTS	-
Info	ormation table	3
AGI	REED TERMS	3
1	Interpretation	3
2	Acknowledgements	4
3	Developer's Covenants	4
4	Dispute Resolution	9
5	Outstanding Amounts	10
6	Charge and Caveat	10
7	Shire's Covenants	10
8	Costs	11

Cormiston Legal | SEP 13071

Information table

Date



Parties

Name

Joseph Beck Matthews

Short form name

Developer

Notice details

Care of Sam Williams, PO Box 69, Denmark, Western Australia 6333

Name

Shire of Gingin

Short form name

Shire

Notice details

7 Brockman Street, Gingin, Western Australia 6503

INTRODUCTION

- A The Developer is the registered proprietor of an estate in fee simple in certificate of title volume 2816 folio 596 ('Land').
- B The Land is situated in the district of the Shire and is the subject of the Lancelin South Structure Plan ('LSSP') which has been approved by the Council of the Shire ('Council') a copy of which is contained in Annexure 1. That portion of the Land shown in Annexure 4 has been rezoned to 'Urban Development' under Amendment 93 to the Shire of Gingin Town Planning Scheme ('Amendment 93').
- C Amendment 93 incorporated the terms of a Deed of Variation dated 14 May 2010 made between the Developer and the Shire ('Deed of Variation'). This Deed supersedes the Deed of Variation. All of the Developer's covenants as outlined in this Deed apply to the land outlined in Amendment 93.
- D The Shire is contemplating rezoning the portion of the Land currently zoned 'Rural' to 'Urban Development' ('Rezoning') to enable the development of a residential community within the area of the LSSP.
- E On 18 June 2013 the Shire granted final approval to the Rezoning ('Council Resolution').
- F In order to satisfy the requirements of the Council Resolution, the parties have agreed to enter into this Deed.

AGREED TERMS

1 Interpretation

Unless expressed to the contrary:

- (a) Words importing:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes the other gender;
- if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:

Cormiston Legal | SEP 13071

- a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
- (b) a person includes its legal personal representatives, successors or assigns;
- (c) a statute, ordinance, code, regulation, award or other law includes regulations and other statutory instruments made or issued under them and consolidations, amendments, re-enactments or replacements or any of them;
- (d) a right includes a benefit, remedy, discretion, authority or power;
- (e) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- provisions or terms of this Deed or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
- (g) time is to be local time in Perth, Western Australia;
- (h) '\$'or 'dollars' is a reference to the lawful currency of Australia;
- this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions;
- (k) any thing (including, without limitation, any amount) is a reference to the whole or any part or that thing and a reference to a group of things or persons is a reference to any one or more of them.
- (d) Headings do not affect the interpretation of this Deed.
- (e) The Annexures form part of this Deed.

2 Acknowledgements

The Developer acknowledges that the Shire's agreement to initiate the Rezoning is based on the provisions of the LSSP and the Shire being satisfied that:

- an adequate mechanism for the provision of community facilities is put in place, deemed necessary as a result of the development at Lancelin South; and
- (b) adequate and appropriate reserve funds paid or payable by the Developer are established to be administered by the Shire.

3 Developer's Covenants

In consideration of the Shire agreeing to initiate the Rezoning the Developer covenants and agrees with the Shire that:

3.1 Any subdivision and development of the Land shall generally be in accordance with the LSSP and the requirements of the Shire.

The Developer must submit plans for Community Infrastructure:

- (a) Prior to commencing works on an item of Community Infrastructure the Developer must submit for the Shire's approval the proposed designs and specifications for that item.
- (b) The Shire will use its best endeavours to review the designs and specifications within 28 days of receipt and may require amendments to the designs or specifications if in the Shire's opinion the designs and/or specifications do not comply with the specifications and requirements as outlined in this Deed.

Cormiston Legal | SEP 13071

Development Deed | page 4

- (c) If the Shire requires amendments or further details pursuant to paragraph 3.3 of this subclause, the Developer will provide further details or amended designs and/or specifications as soon as possible.
- (d) The Developer must carry out the works necessary to complete the Community Infrastructure in accordance with any plans approved by the Shire unless otherwise agreed by the Shire.
- (e) The Developer agrees to obtain at its expense all necessary statutory approvals for the Community Infrastructure and the Works.

Quality of Works

- 3.2 The Developer must in carrying out the Works;
 - (a) use workmanship
 - in accordance with any standard prescribed in the Deed or in plans and specifications approved by the Shire or to the extent it is not so prescribed to a standard consistent with the best industry standards for work of a nature similar to the Works; and
 - (ii) which is fit for purpose;
 - (b) use materials:
 - which comply with any relevant requirement of this Deed and any plans and specifications approved by the Shire; or if not fully described, materials which are new and consistent with the best industry standards for work of a nature similar to the Works;
 - (ii) comply with the requirements of this Deed; and
 - (iii) comply with the requirements of the Building Code of Australia and all relevant standards of Standards Australia, if applicable; and
 - (iv) if the quality of work or material is not in accordance with the requirements of this clause then the Developer must remove and/or execute and/or replace any such work or materials and make good any defect at the Developer's expense.

Notice of Variance or Completion of Works

- 3.3 The Developer agrees to provide the Shire with written notice:
 - in the event that the nature or quality of the Works varies from the designs and/or specifications approved by the Shire; and
 - (b) Following completion of the Works.

Completion Date

- 3.4.1 The completion dates identified in this Deed may be varied with the Shire's written permission for a reason or reasons beyond the control of the Developer, including but not limited to:
 - (a) external market forces
 - acts of God, including fire, bushfire, lightning, storm, tidal wave, cyclone, hurricane, earthquake, landslide, mudslide, washouts and flood;
 - (c) epidemics, public health scares or outbreaks of disease;
 - (d) war, revolution or other state or armed hostility of a like nature;
 - (e) insurrection, civil disturbances or riot; and
 - unavailability or lack of reasonable availability in Western Australia of labour and or building and construction materials.

Cormiston Legal | SEP 13071

3.4.2 In accordance with 3.4.1 above the parties agree to consult on a regular basis to provide the earliest practicable completion notice of any likely extension of time for the completion date.

Practical Completion

- 3.5.1 If the Developer considers an item of Community Infrastructure to be completed it must issue to the Shire a notice of completion.
- 3.5.2 Within 28 days of receipt of a notice pursuant to clause 3.5.1 the Shire will:
 - (a) issue to the Developer a certificate of practical completion in the event the item of infrastructure has in the reasonable opinion of the Shire been carried out in accordance with the approved plans and the standards referred to in this Deed and is suitable for its proposed use.
 - (b) issue to the Developer a written list of outstanding items that must be completed before the certificate of practical completion can be issued. Upon the Shire being satisfied that the outstanding items have been completed it will issue a certificate of practical completion for the item of infrastructure.

Risk and Liability

- 3.6 The Developer covenants and agrees with the Shire that until a certificate of practical completion is issued in respect of infrastructure the Works shall in all respects be at the risk of the Developer and until that date the Developer is liable for and indemnifies the Shire against:
 - (a) any liability loss claim or proceeding in respect of any injury loss or damage whatsoever to any property real or personal insofar as such injury loss or damage arises out of or in the course of or by reason of the carrying out the Works except to the extent that any liability loss claim or proceeding is caused or contributed to by the negligent act or omission of the Shire of any employee, contractor or agent of the Shire; and
 - (b) any liability loss claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by such Works except to the extent that any liability loss claim or proceeding is caused or contributed to by the negligent act or omission of the Shire or any employee contractor or agent of the Shire.

Defects Liability

3.7 The Developer agrees with the Shire that any defects, shrinkages or other faults in any item of Infrastructure which may be evident and be notified in writing by the Shire to the Developer within 12 months after the date of completion of these works shall upon the issue of written instructions from the Shire be made good by the Developer within a reasonable time but in any event within 3 months after the issue of the instructions.

Developers Default and Shire's Right to Complete Community Infrastructure

- 3.8 If the Developer fails to complete any item of Community Infrastructure by the relevant completion date and the completion date has not been extended pursuant to clause 3.5.2(b) the;
 - (a) the Shire may issue to the Developer a notice requiring the Developer to complete any item of Community Infrastructure within 60 days period or such longer period as determined by the Shire acting reasonably (Default Notice); and

Cormiston Legal | SEP 13071

- (b) if the Developer fails to complete any item of Community Infrastructure within the period specified in the Default Notice, then the Shire may by written notice:
 - (i) enter onto the Land and take all action necessary to carry out and complete any item of Infrastructure; and
 - (ii) Recover the costs of completing any item of Community Infrastructure from the Developer and the parties agree that such costs shall either be a liquidated debt recoverable in a court of competent jurisdiction.
- 3.8.1 The Shire must take reasonable steps to minimise the Developer's costs of carrying out and completing any item of Community Infrastructure.
- 3.8.2 If the Shire elects to exercise its rights pursuant to 3.8(b) then the Developer must do all things reasonably required by the Shire to assist the Shire in completing any item of Community Infrastructure, including without limitation promptly novating or assigning to the Shire any contracts with third parties related to the Infrastructure upon written request of the Shire.
- 3.9 The Developer will facilitate the establishment by the Shire of a reserve fund ('Community Facilities Fund') in accordance with the provisions of the Local Government Act 1995 from which funds will be drawn for the construction and/or maintenance of community facilities ('Community Facilities') to service each part of the LSSP area as it is created by the subdivision of the Land ('Subdivision');
- 3.10 On the settlement of the sale of each residential lot within the Subdivision the Developer will contribute to the Community Facilities Fund an amount equivalent, plus 50% to the single vacant lot minimum annual residential rate applicable at the time of sale for example if the rate applicable is \$1,000 he will contribute \$1,500, the timing of the payments by the Developer is outlined in clause 3.9;
- 3.11 The Community Facilities will be constructed in accordance with priorities set by the Shire;
- 3.12 (a) the Developer on the settlement of the sale of each residential lot within the Subdivision shall contribute the amount specified in paragraph (ii) of this clause into another reserve fund ('Maritime Facilities Fund') under the control of the Shire and the monies in the Maritime Facilities Fund shall be used for the construction and/or maintenance by the Shire of maritime facilities in the Upper Coastal Ward within the local government district of the Shire which maritime facilities may include, without limitation, boat launching facilities and boat launching facility access as and when determined necessary by the Shire;
 - (b) the Developer shall contribute \$207 to the Maritime Facilities Fund upon the settlement of the sale of a residential lot within the Subdivision, and in each subsequent calendar year the amount to be contributed shall be increased cumulatively by an amount proportional to the percentage annual increase in the minimum single vacant lot annual residential rate, the timing of the payments by the Developer is outlined in clause 3.9;
- 3.13 The Developer will prepare and submit to the Shire prior to the Subdivision of the Land a Coastal Access and Development Plan to the satisfaction of the Shire showing:
 - (a) the vehicle/pedestrian/bicycle link depicted in the LSSP as the Southern Coastal Link ('Southern Coastal Link') and the dual use path link depicted in the LSSP as the Northern Coastal Link ('Northern Coastal Link'), as generally shown in the LSSP for access from the Land to the coast (together 'Coastal Links'); and
 - (b) provision for beachfront vehicle parking and associated infrastructure and facilities (Coastal Facilities');
- 3.14 The construction of the Coastal Links and Coastal Facilities will include a dual use path linking the area the subject of the LSSP to Lancelin town site, provision for and construction of solar power and non-potable water services, ablution facilities, pathway access to the beach and two beach carparks with a total of 80 car bays;

Cormiston Legal | SEP 13071

- 3.15 Subject to obtaining all necessary approvals, in a period of no longer than one year from the date that a building licence is granted by the Council for the 50th dwelling on the Land, the Developer will construct the Link Road and Coastal Facilities (including the associated infrastructure referred to in clause 3.14) in accordance with the Coastal Access and Development Plan referred to above as modified from time to time by the Developer with the written approval of the Shire;
- 3.16 If, for any reason the funds held by the Shire in the Community Facilities Fund or the Maritime Facilities Fund are in the opinion of the Shire in excess of that required for the reasonable construction and/or maintenance of the Community Facilities or the Maritime Facilities, the Shire may only expend monies from either Fund towards any developments or works within the LSSP;
- 3.17 In addition to the Developers other commitments the Developer will also be required to undertake the:
 - (a) relocation and re-establishment of the fairways and greens of the Lancelin Golf Course following decommissioning if as a result of construction of the Coastal Links dissect the golf course fairways to a condition that is not less than the current Lancelin Golf Course standard. If the Coastal Link is not require to dissect any fairways then this clause is not applicable; and
 - construction and installation of all other standard public infrastructure, including change (b) rooms and ablution facilities at a time when the sporting fields are required, associated with Subdivision, as outlined in Annexure 3 under the heading 'Developer Commitments'. The construction and installation of the infrastructure is to beat a time when the population of Lancelin South meets the ratios outlined in Annexure 3, and standard of works must be to the satisfaction of the Western Australian Planning Commission and the Shire. The location for these facilities and any 'grouping' of these facilities is to be agreed between the Developer and the Shire at the time the facilities are required in accordance with the ratios noted in Annexure 3. For the avoidance of any doubt, the responsibility for the construction of the community centre, library, seniors centre and community health clinic will not be on the Developer. However, the Developer will set aside a portion of the Land. in the ratio required by the Shire, to enable the Shire to construction of these facilities. This land will be provided at the time of subdivision when the population of Lancelin South meets the ratios noted in Annexure 3. For the avoidance of any doubt, the Shire may construct any community facilities, on the Land set aside by the Developer under this clause, that it determines are relevant;
- 3.18 Prior to clearance of subdivision for the first lot of the Subdivision, the Shire will require and the Developer shall provide to the Shire a bank guarantee or bond, as mutually agreed, for an amount no less than the cost of the construction of:
 - (a) the Northern Coastal Link;
 - Coastal Facilities including provision of power, water, telephone services, car park lighting and ablution facilities;
 - (c) a Dual Use Pathway linking the Development area to the Lancelin Community Sporting Club Rooms and from the Lancelin Community Sporting Club Rooms to the existing Dual Use Path System in the Lancelin Town site; and
 - (d) the Southern Coastal Link.

In a period of no longer than one year from the date that a 50th Building Licence is issued by the Shire for a Dwelling Lancelin South, the Developer shall construct the Coastal Facilities and Dual Use Pathways referred to in (a), (b) c) and (d) above and upon completion of the construction to the satisfaction of the Shire, the bank guarantee or bond shall be released.

3.19 One year after the 50th dwelling in Lancelin South has been granted a building licence, the Shire will require the Developer to construct Old Ledge Point Road from the intersection at Lancelin Road to the Southern Coastal Link for the traffic of haulage and conventional vehicles. The construction of Old Ledge Point Road, south of the Southern Coastal Link.

Cormiston Legal | SEP 13071

- will be undertaken in accordance with the requirement of clause 3.13 and not before the time prescribed by clause 3.13Construction is to be to the reasonable satisfaction of the Shire.
- 3.20 When the 1250th building licence has been granted in the Development, the Developer will construct a Haulage Route south of the Southern Coastal Link in a location to be agreed between the Shire and the Developer.
- 3.21 The Developer will only be required to pay the amounts pursuant to clauses 3.10 and 3.12(b) (ii) biannually, being on or before 1 January and on or before 1 July in each year which the terms of this Deed apply.
- 3.22 The Developer will advise the Shire of the location for the Community Facilities and will produce to the Shire a Community Facilities Concept Plan ('CFCP') indicating the location of the Community Facilities within 6 months of the gazetting of the Rezoning.
- 3.23 Definitions for the purpose of this clause 3, the following definitions apply:

Community Infrastructure means those items of community infrastructure more particularly set out in the Community Infrastructure matrix annexed to this Deed at Annexure 3.

Completion Date means the date for completion of an item of selected infrastructure as specified in Annexure 3.

Works means those works necessary to construct and complete the Community Infrastructure.

4 Dispute Resolution

- 4.1 Until the parties have complied with this clause, a party must not commence any action, bring any proceedings or seek any relief or remedy in a court, except seeking interlocutory or equitable relief from a court. Where any Dispute arises, a party may give notice in writing of the Dispute to the other party's representative setting out the material particulars of the Dispute. The representatives must act in good faith to try to resolve the Dispute quickly.
- 4.2 If the Dispute has not been resolved within 14 days of the Dispute Notice (or any longer period the Representatives agree), each party must refer the Dispute to its Dispute Resolution Representative who must act in good faith to try to resolve the Dispute quickly.
- 4.3 If the parties have not:
 - (a) resolved the Dispute; or
 - (b) agreed to an alternative method of resolving the Dispute,

within 14 days after the Dispute is referred to the Dispute Resolution Representatives (or any longer period the Dispute Resolution Representatives agree), either party may submit the Dispute to mediation.

- 4.4 If the Dispute is submitted to mediation and the parties do not, within 14 days (or any longer period the parties agree) after the Dispute is submitted to mediation, agree on:
 - (c) a mediator and the mediator's compensation;
 - (d) the procedure for the mediation; or
 - (e) the timetable of each step of the procedure,

the mediation will be conducted in accordance with the Australian Commercial Dispute Centre's Mediation Guidelines in force at the time that the Dispute is referred.

Cormiston Legal | SEP 13071

4.2 If a Dispute is not resolved within 30 days after the Dispute Notice or, where a Party has submitted the dispute to mediation, 60 days after the Dispute Notice (or any longer period the parties agree), either party who has complied with this clause may end this dispute resolution process and commence court proceedings in relation to the Dispute.

5 Outstanding Amounts

The Shire and the Developer covenant and agree that if any amount payable by:

- (a) the Developer to the Shire; or
- (b) the Shire to the Developer,

pursuant to the terms of the Deed is unpaid for 21 days after becoming due, such amount shall be a liquidated debt recoverable by the party owed the amount in a court of competent jurisdiction unless the outstanding amount is the subject of a Dispute in which case the parties must not commence proceedings until they have complied with the terms of clause 4.

6 Charge and Caveat

- 6.1 The Developer charges his interest in the Land in favour of the Shire with the performance of his obligations set out in this Deed and with the payment of all or any monies payable or which may become payable by the Developer to the Shire pursuant to this Deed and for the purpose of securing the same authorises the Shire to lodge an absolute caveat at the Landgate against the Land or any part thereof in order to protect the rights and interests of the Shire under this Deed.
- 6.2 Providing there is no existing unremedied breach of this Deed, the Shire shall at the written request of the Developer provide an executed withdrawal of caveat to permit the:
 - registration of a mortgage over the Land to raise development funds in respect of the Land; and
 - (b) issue of new titles in relation to any new subdivision of the Land,

with the Shire having a right to replace such caveat immediately following registration of such mortgage.

6.3 Any caveat lodged by the Shire is only to apply to the parent title resultant from subdivision and must not be noted on any new lots being created.

7 Shire's Covenants

In consideration of the Developer agreeing to undertake the obligations set out in this Deed the Shire covenants and agrees with the Developer that:

- 7.1 If the Rezoning and Subdivision are achieved it shall set up and administer the Community Facilities Fund and Maritime Facilities Fund in accordance with the provisions of the Local Government Act 1995; and
- 7.2 It shall recommend clearance of conditions of subdivision approval where:
 - (a) the provisions of this Deed; and
 - (b) the conditions of the subdivision approval,

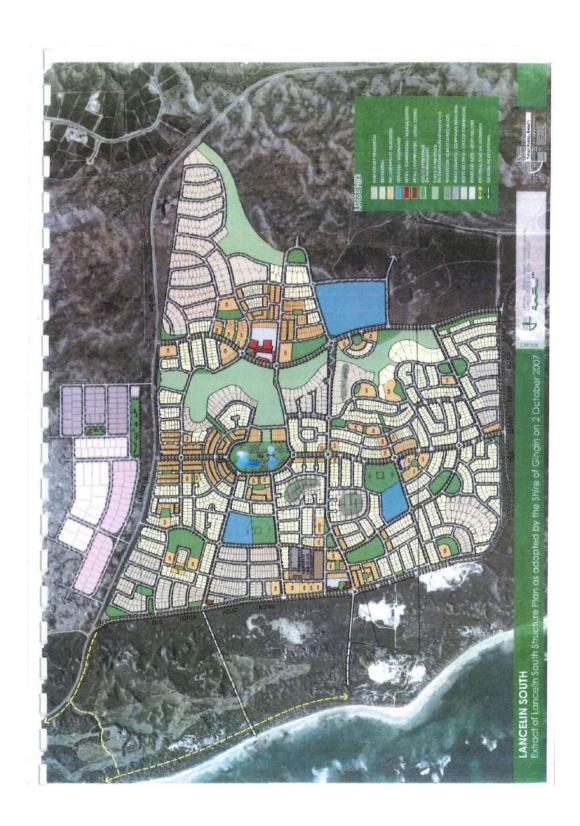
have been satisfied.

Cormiston Legal | SEP 13071

Τ	8	Costs
Τ	ŭ	The Developer must pay the Shire's reasonable legal costs relating to the preparation, negotiation and execution of this document, all duty payable hereon and the reasonable cost of preparing and
T		lodging a caveat(s) and any withdrawal of caveats or replacement(s) caveats.
I		
1		w 2012)w)
L		
L		
t f		
T.		
10		
E		
7	Cormist	on Legal SEP 13071 Development Deed page 11

EXECUTED as a deed \3	December 2013
Signed by Joseph Beck Matthews in the presence of: R. W. Signature of Witness	Signature
Rachel Laise Williams Name of Witness	SHIPE OF THE STATE
The Common Seal of the Shire of Gingin is affixed in the presence of: Signature of Chief Executive Officer	Signature of Shire President
JEREMY EDWARDS Name of Chief Executive Officer	Name of Shire President

f		
L		
Γ		
A.		
Г		
L	Annexure 1	
E .	Aillicadic 1	
	Lancelin South Structure Plan	
T.	Annexure to Deed	
L		
Ti .		
L,		
П		
L)		
Ļ,		
9		
Lj		
fl.		
S .		
13		
I		



ſ		
ſ		
ſ		
ſ		
I.		
IJ		
l,		Annexure 2
l,		
1,		Council Resolution
ĺ,		Annexure to Deed
Į,		
[
1		
E		
1		
l)		
li C		
Į,		
Į,		
Į,		
	15	

11.3.4 PROPOSED LOCAL PLANNING SCHEME AMENDMENT NO. 3 -PROPOSAL TO REZONE LOTS 1 AND 9505 LANCELIN ROAD, LANCELIN FROM 'GENERAL RURAL' ZONE TO FUTURE DEVELOPMENT ZONE AND 'CONSERVATION' ZONE

FILE:

LND/634

APPLICANT:

TAYLOR BURRELL BARNETT

LOCATION:

LOTS 1 AND 9505 LANCELIN ROAD, LANCELIN

OWNER:

JB MATTHEWS

ZONING:

RURAL

REPORTING OFFICER: REPORT DATE:

KEVIN TANG - PLANNING OFFICER

18 JUNE 2013

REFER:

ITEM 11.3.3 2 OCTOBER 2007

THIS MATTER WAS DELIBERATED ON BEFORE ITEM 11.1.1.

COUNCILLOR RULE DECLARED A PROXIMITY INTEREST IN THIS ITEM AS HE IS THE OWNER OF MINING TENEMENT 70/57 WHICH IS ADJACENT TO THIS DEVELOPMENT AND LEFT THE CHAMBER AT 3.15 PM.

OFFICER INTEREST DECLARATION

PURPOSE

To consider a new Deed of Agreement between JB Matthews and the Shire of Gingin for the provision of Community Infrastructure, additional lime sand haulage route and Old Ledge Point Road.

To consider the initiation of the Scheme Amendment No. 3 to the Shire of Gingin Local Planning Scheme No. 9 that would result in the rezoning of Lots 9505 and 1 Lancelin Road, Lancelin (the subject land) from the current zone of "General Rural" to "Future Development" and "Conservation" zone.

BACKGROUND

Development of Lancelin South is being progressed under the Lancelin to Ledge Point Overall Structure Plan and the Lancelin South Structure Plan (LSSP). Both documents have been endorsed by Council and the Western Australian Planning Commission (WAPC).

The area currently zoned for Future Development provides for a maximum of 1250 new residential Lots, 54 industrial Lots and Public Open Space. Currently, there is a Subdivision approval in place for 206 residential Lots, one grouped housing site and 24 mixed business/industrial Lots. Construction and sale of 51 Lots has commenced and the Shire approved clearance of Subdivision conditions at its Meeting of 21 May 2013 for those 51 Lots.

The Proponent seeks Council's approval to endorse an alternate Proposal titled "Master Plan" which does not seek to increase the number of Lots produced, but considers environmental matters, including separation distances between urban development and lime sand industries in the area.

A copy of the proposed Scheme Amendment and proposed draft Deed of Agreement has been provided to Councillors on the Agenda thumb drive.

A copy of the new proposed Master Plan is attached as Appendix 1.

A copy of the Lancelin South Structure Plan, proposed to be superseded, is attached as **Appendix 2**.

This Proposal would finalise the matters between the Shire of Gingin and the Developer in terms of local community infrastructure provision and the Scheme Amendment process pertinent to Lancelin South development.

PLANNING FRAMEWORK

Strategic Plan/Structure Plan

Council and the WAPC has previously approved the LSSP, dated September 2009, which provides the strategic basis to support the current Proposal to extend Lancelin South development. It is prudent to mention that a portion of the south corner, proposed to be rezoned, is not reflected directly in the LSSP. However, It is reflected satisfactorily in the broader Lancelin to Ledge Point Structure Plan. Consultation with Department of Planning Staff indicates that this is not an issue and a new Structure Plan for this area should not be required.

This Plan identifies development in the subject area and indicates provision for an alternative lime sand haulage route (LSHR). It is questionable if the LSHR is, at this time, an acceptable scenario and full consultation would need to occur with the lime sand operators in the vicinity.

A copy of the map, which supports the Lancelin to Ledge Point Structure Plan, is attached as **Appendix 3**.

Local Planning Scheme No. 9

The subject land is to be zoned "General Rural" under Local Planning Scheme No. 9 (LPS No. 9). LPS No. 9 also provides the statutory requirements for the preparation of Structure Plans. Officers have communicated with the Department of Planning Staff who confirm that the Proposal would not warrant the preparation of a new Structure Plan.

Draft Local Planning Strategy

The subject land has been identified in the draft Local Planning Strategy (dLPS), Figure 5, as an area earmarked for urban townsite expansion subject to environmental assessments and Structure Planning, which addresses townsite links, function of urban areas and employment. The Proposal is, therefore, consistent with the dLPS.

Council Policies

Council Policies may apply at the time of subdivision of the land.

External Policies

Council and the Developer have previously entered into a Deed of Agreement for the timely delivery and construction of certain community facilities. A review of those provisions between Officers and the Proponent has resulted in a new draft Deed which provides for additional local community facilities that would reasonably be expected by a new population. This reflects contemporary planning principles to create community.

A copy of such commitment has been provided in writing from Sam Williams on behalf of JB Matthews. The current Rezoning Report, provided by Taylor Burrell Barnett, does not include this new position.

The Developer, whilst increasing the provision for both the Community Facilities Fund and the Maritime Fund, has stated that the Shire would be required to fund the following:

- · One (1) Local Community Centre;
- One (1) Local Library;
- One (1) Seniors' Centre; and
- One (1) Community Health Clinic.

It is expected that the revenue from the Community Facilities Fund will fund the infrastructure. Council has no cost scenarios for this infrastructure and it is important that the Deed does not bind Council absolutely, given that those facilities may be provided for in the current Lancelin Townsite or may not be required.

The below Table 1 provides a comparative analysis of the present Deed of Agreement provisions and the draft Deed of Agreement provisions (recommended to yet be refined).

Deed of Agreement Comparison Analysis Table 1.

Item Listed in current Delivery Item Listed in proposed Deed &

Deed		Officer Comment
Northern coastal link, coastal facilities, dual use pathways to include up to Lancelin townsite, 80 bay carpark, construction and provision of power, water and telephone services.	Period of no longer than one year after the date of occupancy is granted for the 50 th house; Varied by Council Resolution for alternate services.	Provision for construction of solar power, potable water services, ablution facilities, pathway access to the beach and two beach carparks of 80 bays. Require Deed to reflect another critical milestone for delivery; certificates of occupancy no longer issued necessarily for dwellings.
Community Facilities Fund (Currently minimum rate fee applies)		
Maritime Fund	\$207 per Lot to be increased proportionally with the annual increase in the minimum single Lot annual residential rate.	Limited to use in the upper coastal ward and includes expenditure on boat launching facility access/boat launching. \$207 per Lot increased proportionally to rate increase.
Coastal Access and Development Plan (can be modified from time to time by Council and the Developer).	Prior to subdivision show on plan; southern vehicle link, DUP northern link, vehicle parking and coastal facilities.	Same provision.
Relocation and re- establishment of the fairways and greens at Lancelin Golf Course following decommissioning, as a result of construction of the Coastal Links, to a condition not less than the current standard		Same provision.
Construction of Old Ledge Point Road shall be required upon connection of any new subdivisional roads within the Lancelin South ODP area to Old Ledge Point Road taking into consideration the urban traffic volumes generated by the Subdivision to a		Offers dust suppression only on Old Ledge Point Road. Suggest word "seal" altered. Engineering Staff consider the construction standard correlates to heavy haulage vehicle use to prevent failure and maintenance liabilities ie pot holes. Review of provision required, having consideration for comments and standards advised by Shire

standard determined in the traffic Engineering Study prepared for the ODP.		Engineer. Old Ledge Point Road is required for access to the Southern Coastal Link and will front the development hence needs to be upgraded also having regard for the heavy vehicle traffic, not restricted to the "urban" traffic.
Charge and Caveat	Security.	Security placed on balance of Title.
Costs of Deed between Shire and Developer; Caveat costs borne by Developer		Charged to Developer.
NII		15.43ha sporting fields 2.38 Active Open Space 4.172 Local Parks/ playground 1.66 Nelghbourhood Parks 8.34 Tennis courts, 2.08 netbal courts, 2.08 basketball courts, 2.08 soccer fields, 1.66 AFL fields, 2.78 cricket wickets 0.83 skate park, The location of facilities and grouping of facilities is to be agreed between the Developer and the Shire at the time the facilities are required, in accordance with population rations noted in Annexure 3 of the draft Deed. Reference to sporting Change Rooms/Ablutions added to new Deed. New Deed should consider appropriate trigger to deliver infrastructure, given that population data only verified through Census data. Possibility to consider trigger based on the number of Lots created/sold.
Nil		Community Centre, library, Seniors' Centre, and Community Health Clinic (land will be set aside by the Developer at Lancelin South). Facilities are required in accordance with population ratio noted in Annexure 3.
Nil.	Issue of 500 th Certificate of	Limesand Haulage Route,located at Lot 520. Realignment to be provided

Occupancy.	and constructed only if the present route from Lancelin to Indian Ocean Drive is closed to lime sand trucks. However the current reference to when the 500th Lot receives Certificate of Occupancy requires amendment. Requirement to consider the upgrading and construction of the balance of Old Ledge Point Road.
	Closing access to Lancelin Road is currently not supported by Staff and a Traffic Study is warranted

State Planning Policies

Several State Planning policies have relevance to this request. They include:

- SPP3- Urban Growth and Settlements;
- SPP2.6-State Coastal Planning Policy; and
- WAPC Planning for Bushfire Protection Guidelines.

Community Consultation

If the amendment is initiated, it will be advertised in accordance with the provisions of the *Planning and Development Act 2005* and Town Planning Regulations 1967.

PHYSICAL ASSESSMENT

Land Capability

Information on land capability, buffers, landform, vegetation, flora and fauna, surface and groundwater are provided in the proposed rezoning document, the subject of this Report.

Servicing

Water and Sewer

An independent licensed provider is proposed to deliver water and sewer to the residents of Lancelin South. The sewer is proposed to be treated at a private facility on the developer's land where a wastewater treatment plant will be constructed approximately 500m from the Water Corporation treatment ponds.

Power Supply

The development will use the existing Western Power infrastructure. Three phase power is available for the proposed Development.

Telecommunications

Telstra network cables are accessible to the site and NBN Co. will deliver the National Broadband Network to the site. Individual landowners will be responsible for the cost of servicing their own properties.

Engineering

All engineering works will be assessed for compliance with Council's Engineering Policy at the time of subdivision.

Road Layout

The rezoning documents refer to previous traffic studies undertaken. The most recent, completed in 2010, which investigated the future design standard for Lancelin Road and staging of South Lancelin Stage 1 Outline Development Plan intersections along Lancelin Road. Given that this Study relates to Stage 1 only and there appears to be outstanding matters in relation to the construction of Old Ledge Point Road and an alternate lime sand haulage route. Officers are of the view that a Traffic Study dealing with the entire site is warranted at this time.

Old Ledge Point Road

Bruce Aulabaugh's "South Lancelin Stage 1: Traffic and Intersection Design" Report of July 6 2010, provides comment as stated below:

Review of the Riley Report shows traffic on Old Ledge Point Road is only expected to reach 1400 per day. This level of traffic can be treated with a bitumen seal project to ameliorate dust problems associated with existing truck activity. However, when Stage 1 ODP subdivision traffic starts using Ledge Point Road, (via subdivisional road connections) it is recommended that Ledge Point Road be upgraded to the final recommended standard (7.0 to 7.5m) surfaced travel way.

Finally, at the time that Stage 1 ODP subdivision traffic is expected to use Ledge Point Road, the intersection of Lancelin Road should be reconstructed at its final location with suitable intersection angle.

The Shire's Engineer has considered the current provisions pertinent to Old Ledge Point Road whereby the Deed of Agreement states that the road should be sealed to stop dust impacts to the new dwellings at Lancelin South. Pot holing and inferior sealing has been experienced at Stage 1 and the Shire has received complaints in relation to the standard applied. The Proponent has suggested that the Developer would assume responsibility for the "seal"

Officers, however, are of the view that this issue needs to be rectified, particularly given the traffic numbers presently using the road.

The Shire's Engineer provides the following comments:

At the time of subdivision, the Shire will require the Developer to construct (as per Council Policy 7.8 – Guidelines for Roadworks, Drainage and Subdivision Development) and seal Old Ledge Point Road from the intersection at Lancelin Road to the Southern Coastal Link to an 8m wide two coat seal standard (to Main Roads WA Standards) to the satisfaction of the Shire, to ameliorate dust impacts on newly created 'Urban' Lots from extractive industries and/or mining tenements operating on these roads. Further construction and upgrading of Old Ledge Point Road shall be required upon connection of any new subdivision roads within the Lancelin South Outline Development Plan (ODP) area to Old Ledge Point Road, taking into consideration the proposed and actual urban traffic volumes generated by the Subdivision (reference Figure 19 in the ODP).

In this regard, Clause 3.12 of the Deed should be amended to reflect the standard and timing required to deliver a quality road capable of suppressing dust and accommodating heavy haulage and domestic traffic. Old Ledge Point Road will service the coastal access node. This issue will need to be resolved prior to Council initiating a Scheme Amendment.

Alternate Lime Sand Haulage Route (LSHR)

The construction of an alternate LSHR is reliant on the Shire enforcing closure of the present Lancelin Road to Indian Ocean Drive as requested by the Developer. This scenario has not been discussed with present lime sand operators who operate in close proximity to the Lancelin townsite. It is questionable whether the scenario of "closing" current access would be acceptable. In this regard, the LSHR may be premature, however, in the event that all parties agree, it is certainly possible. Regardless, the Proposal may have merit in attempting to remove up to 50% of heavy traffic from Lancelin Road generally. Given that the LSHR has a direct relationship with Old Ledge Point Road, Officers are of the view that the arrangement needs refining so that, either way, the domestic traffic can interact with heavy haulage vehicles present in the Lancelin area. This is an issue and needs to be clarified through the Deed. Presently the new Deed states:

When a dwelling has been erected on Lot 500 in the development and dwelling (sic) has been issued with a certificate of occupancy, the Developer will construct a Limestone Haulage Route in a location to be agreed between the

Shire and the Developer. To facilitate the construction of the Limestone Haulage Route the Shire must co-operate with the Developer in arranging for the closure of Lancelin Road from the Old Ledge Point Road intersection to the Indian Ocean Drive for heavy vehicles (Limesand Haulage operations).

Officers suggest the reference to Certificates of Occupancy is omitted given that they are no longer required to be issued for dwellings. Further, construction needs to include consideration of the heavy haulage vehicles given that they are operating on the road.

· Community Infrastructure

The provision for Community Infrastructure will be delivered by way of a Deed of Agreement between the Developer and the Shire (a Deed has been in place for certain provisions since 2001 and varied accordingly over time). A new Deed is presented for Council's consideration, a copy of which has been included under separate cover for Council's information. Currently, the trigger for provision relies on population data which could only be ascertained by census data. Officers consider that the trigger for delivery should be based on the number of lots created.

Environmental Impact

This Proposal has not been assessed by the Environmental Protection Authority (EPA) at this stage. Nevertheless, details on the environmental features of the site have been provided in the Scheme Amendment document. Further, the Proponent has had extensive discussions with the EPA during the rezoning phase of Stage 1 which resulted in the introduction of a "Conservation" zone into the Scheme. The Proposal includes a 40ha area of "Conservation" zone to be retained in the south west corner of the site which is to be retained in private ownership. The previous scheme amendment resulted in 22ha being set aside as "Conservation" zone following negotiations with the EPA and the Department of Environment and Conservation.

Design

The previous rezoning for Lancelin South provided for approximately 1250 dwellings. The proposed Lots are, on average, larger than the previous Lots portrayed in the LSSP. The subject Proposal would result in a total of approximately 4000 residential Lots.

The components of the Development are outlined below:

- Residential: 375ha ranging from R2.5 to R20/40
- · Commercial (Village Centre): 2ha
- 2 Primary School sites and 1 High School site

- 80ha Public Open Space
- 62ha of Conservation under private ownership.

The design attempts to be sympathetic to the site and its topography. The larger ridgelines and some vegetation will be retained. It should be noted that there will still be a need for large-scale vegetation clearing and major earthworks to create level building Lots.

Council will note the submitted new Masterplan differs from the approved LSSP due to an extension of the "Residential" zone on the east of the site. The Proponent contends that the easterly expansion is partially attributed to the additional conservation zone and the need to provide sufficient buffer separation distances.

Further, the location of the Public Open Space (POS) has altered and now includes the significant ridgelines as POS component as well as a buffer which would separate the development site from Indian Ocean Drive. Council will inherit the management of those POS's.

Economic Implications

The economic implications are as follows:

inimum rate equivalent plus 50% community Facilities Fund) : 4000 Lots @ \$1500 = \$6 millio	Management and servicing infrastructure include road reserves, community infrastructure and public open space POS (up to 80ha as previously agreed through structure planning). Provision of a Community Centre, Library, Seniors' Centre and Community Health on Clinic, if required.
community Facilities Fund) : 4000 Lots @ \$1500 = \$6 million	Seniors' Centre and Community Health
pprox.).	
aritime Fund \$207 per lot plucremental increase equal to racrease proportion i.e. minimum total oprox. \$840 000.	te infrastructure including playgrounds, sporting
5.3ha Sporting fields incorporating: 2 Active open space/ovals f	Ongoing maintenance lime sand haulage route, if provided for.
AFL/cricket purposes	y Todo, ii provided for
 Netball courts delivered in staged manner, possibly locate with future schools 	
2 Basketball courts delivered in staged manner, possibly locate with future schools	-
2 Soccer fields	
8 Tennis courts delivered in staged manner, possibly locate with future schools	

- 4 Local parks/Playground 2.9ha total
- 2 Neighbourhood parks 5ha total

Lime sand haulage route road reserve and construction

Coastal Facilities: coastal links, coastal node with services,

Dual use pathway to Lancelin townsite

Social Implications

Previous consultation indicated that the Lancelin community were very positive and encouraging with regard to the Lancelin South development. The level of servicing provided by the Developer, including provision of local Community Facilities, will ensure that the Development provides the general level of those facilities expected by a new population.

Whilst Council will have the responsibility to use the Community Facilities Fund for certain built form, control over such will ensure that a well-designed public building may be delivered which reflects the fundamental requirements of that community.

CONCLUSION

In summary, Officers are of the view that Council should initiate the rezoning provided it is satisfied that the new Deed of Agreement will deliver the community infrastructure and service infrastructure required to support the new population.

This Proposal includes the delivery of sporting facilities from the Developer which were not previously identified, however, also states that Council must utilise the Community Infrastructure Funds to deliver certain facilities including; Community Centre, Library, Seniors' Centre and Community Health Clinic.

The delivery of a solution to the interaction of domestic traffic and current heavy haulage traffic in respect of Old Ledge Point Road and the proposed LSHR needs clarification so that delivery of the infrastructure is secured. In this regard, a Traffic Study should be undertaken to support the Scheme Amendment. It is suggested that Council authorise the Shire's Chief Executive Officer to execute the new Deed once the Proponent has satisfactorily demonstrated how, what and when infrastructure will be delivered.

It is prudent to note that the proposed Masterplan will supersede the Lancelin Structure Plan and, in this regard, Council should require the Proponent to have the Lancelin South Structure Plan updated to include reference to the new Masterplan.

VOTING REQUIREMENTS- SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council:

- Require the Proponent to submit the following, to the satisfaction of the Chief Executive Officer:
 - A Traffic Study to support the Scheme Amendment request and include it in the Appendices. The Traffic Study shall, at a minimum, consider construction and delivery of an additional Lime Sand Haulage route and Old Ledge Point Road;
 - ii. An amended draft Deed of Agreement prepared by Cormiston Legal, ref SEP13071, which, at a minimum, includes provision for the construction and funding of an additional Lime Sand Haulage Route and Old Ledge Point Road and considers an alternative to "Occupancy Certificates" and population statistics as a trigger point for delivery of certain items.
 - Appropriate fees and revised rezoning documents, including reference to the provisions contained in the new Deed of Agreement referring to community facilities and road infrastructure.
- 2. Adopt the "Revised Masterplan" as identified in the Lancelin South (Balance Rezoning) Scheme Amendment Request prepared by Taylor Burrell Barnett subject to the inclusion of such with appropriate reference being included in the Lancelin South Structure Plan with appropriate notations and explanations (acknowledging that such Plan replaces the Lancelin South Structure Plan as adopted by Council 2 October 2007) to the satisfaction of the Shire's Chief Executive Officer; and
- Subject to receipt of the Items referred to in dot point 2 (above), resolve to initiate Scheme Amendment No. 3 to the Shire of Gingin Local Planning Scheme No. 9 and the provisions of Section 75 of the Planning and Development Act 2005, which:
 - Rezones Lot 9505 and Lot 1 Lancelin Road, Lancelin from "General Rural" zone to "Future Development" zone and "Conservation" zone; and
 - ii) Amends the Scheme Map accordingly.

 Authorise the Chief Executive Officer and Shire President to execute all necessary documentation relevant to the above Scheme Amendment.

RESOLUTION

Moved Councillor Ammon that Council:

- Require the Proponent to submit the following, to the satisfaction of the Chief Executive Officer:
 - A Traffic Study to support the Scheme Amendment request and include it in the Appendices. The Traffic Study shall, at a minimum, consider construction and delivery of an additional Lime Sand Haulage route and Old Ledge Point Road;
 - ii. An amended draft Deed of Agreement prepared by Cormiston Legal, ref SEP13071, which, at a minimum, includes provision for the construction and funding of an additional Lime Sand Haulage Route and Old Ledge Point Road and considers an alternative to "Occupancy Certificates" and population statistics as a trigger point for delivery of certain items.
 - Appropriate fees and revised rezoning documents, including reference to the provisions contained in the new Deed of Agreement referring to community facilities and road infrastructure.
- 2. Adopt the "Revised Masterplan" as identified in the Lancelin South (Balance Rezoning) Scheme Amendment Request prepared by Taylor Burrell Barnett subject to the inclusion of such with appropriate reference being included in the Lancelin South Structure Plan with appropriate notations and explanations (acknowledging that such Plan replaces the Lancelin South Structure Plan as adopted by Council 2 October 2007) to the satisfaction of the Shire's Chief Executive Officer;
- Subject to receipt of the items referred to in dot point 2 (above), resolve to initiate Scheme Amendment No. 3 to the Shire of Gingin Local Planning Scheme No. 9 and the provisions of Section 75 of the Planning and Development Act 2005, which:
 - Rezones Lot 9505 and Lot 1 Lancelin Road, Lancelin from "General Rural" zone to "Future Development" zone and "Conservation" zone; and
 - ii. Amends the Scheme Map accordingly.

 Authorise the Chief Executive Officer and Shire President to execute all necessary documentation relevant to the above Scheme Amendment.

CARRIED UNANIMOUSLY

COUNCILLOR RULE RETURNED TO THE CHAMBER AT 3.16 PM AT WHICH TIME THE SHIRE PRESIDENT ADVISED HIM OF THE DECISION WHICH HAD MATERIALISED DURING HIS ABSENCE FROM THE CHAMBER.

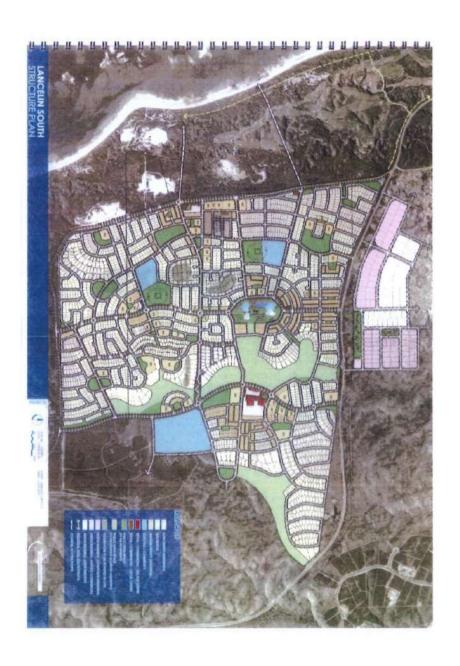
APPENDIX 1

© McLeods 27_12063_011_002.docx

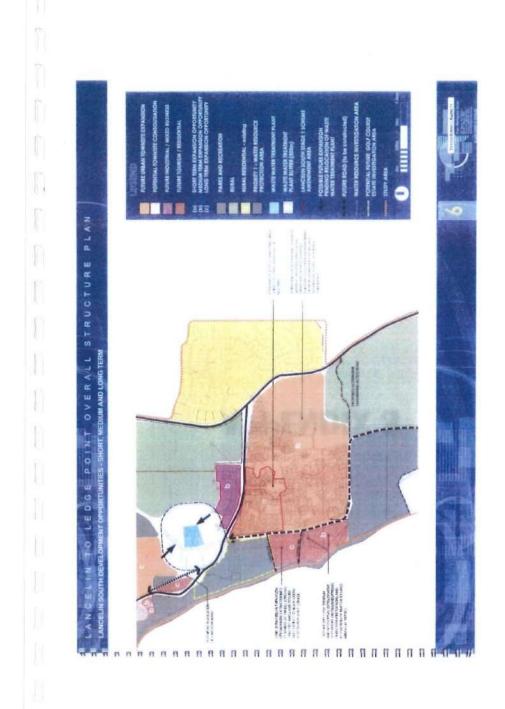


APPENDIX 2

© McLeods 27_12063_011_002.docx



APPENDIX 3



Annexure 3

Community Infrastructure – Accepted Ratios and Demand

Annexure to Deed

© McLeods 27_12063_011_002.docx page 85

ancelin South - 4,000 Lots-Community Infrastructure - Accepted Ratios and Demand:

Using Australian wide standards, and where possible regional ratios, the following new or upgraded community facilities are likely to be required by the full 4,000 lots as a result of Lancelin South. Using accepted population projections as detailed within the Lancelin Briefing Poper (Luly 2008) population projections are based on an 83% occupancy rate, which will an average blousehold size of between 2.43 and 2.6 persons. In calculating the number of dwellings, which will be the trigger for delivery, the average of 2.55 has been used. Using these calculations, the community facilities to be provided is to cater for a future population of between 8,052 and 8,626 persons. The total population has been averaged to 8,244 persons.

FACILITY	RATIO/POPULATION	SOURCE	NO. OF DWELLINGS	4,000 LANCELIN SOUTH-
RECREATION		Samuel Annual State of the Stat		
Sporting Fields	1.7 - 2.0 he per 1,000 people (use 1.85ha average)	NSW/Qld standard for LGA	398	15.43ha Sporting Fields
Active Public Open Space/Ovals	1:3,500	Connell Wagner 2007	1,392	2.38 Active Open Space or Ovals (size dependant on design/purpose)
Local Parks and Playgrounds	1:2,000	Connell Wagner 2007	796	4,172 Local Parks / Playground 2,92ha total (everage 0,7ha)
Neighbourhood Park	1:5,000 (1-5ha for population within 800m/10min walk)	Parks and Lelsure Australia	1,988	1.66 Neighbourhood Parks 5.00ha total (average 2.5ha)
Tennis Courts	111,000	Connell Wagner 2007	398	8.34 Tennis Courts
Netball Courts	1:3,000 -4,000 (outdoor) (use 4,000 given demographics & coastal location)	Parks and Leisure Australia	1,590	2.08 Netball Courts
Basketball Courts	1:3,000 -4,000 (outdoor) (use 4,000 given demographics & coastal focation)	Parks and Leisure Australia	1,590	2.08 Basketball Courts
Soccer Field	1:4,000 (depending on demographics)	Parks and Leisure Australia	1,590	2.08 Soccer Fields
AFL Dval	3.15,000 (with at least 1 oval being capable of supporting senior football game)	Parks and Leisure Australia	1,988	1.66 AFL Fields (one capable of supporting Senior game)
Cricket wicket	113,000	Connell Wagner 2007	1,193	2.78 Cricket Wickets (double up with AFL ovals)
Skate Park (Neighbourhood Facility)	1: 5,000 - 10,000 people (use 10,000 given demographics & coastal location)	Parks and Leisure Australia	3,976	0.83 State Park
SOCIAL/CULTURAL				
Local Community Centre	1: 10,000 – 15,000 psople (use 12,500 average)	Benchmark used by a rumber of LGAs in WA	3,976 – 5,964 (4,970 average)	0.66 Local Community Centre
Neighbourhood Library	1:6,000 - 15,000 people (use 10,500 average)	Parks and Leisure Australia	3,386-5,964 (4,175 average)	0.79 Local Library
Seniors Centre	1:10,000 - 15,000 people (subject to demography) (use 10,000 average)	Connell Wagner 2007	3,976	0.83 Seniors Centre
Childcare Centre (Local Facility)	115,000	Shire of Roebourne	1,988	1.66 Childcare Centres

	E L							ľ	Γ	Ū			l.
After School Care	1:6,000				Connell Way	Connell Wagner 2007 2,386	2,38	9	1.39 Af	1.39 After School Care	are		
НЕАГТН										STATE OF THE PARTY			
Community Health Clinic	1:10,000 - 12,000 people (use 11,000 average)	de (use 11,000 a	sverage)		*		3,97	3,976-4,771 0.75 Community Health Clini	0.75 Cc	nmmnnity He	ealth Clinic		
							(4,3)	1,373 average)	-				

Developer Commitments

Given the above, the developer will commit to providing the majority of the recreational facilities above at the appropriate time in the maturity of development at Lancelin South, when there is sufficient demand and sufficient funds available, in agreement with the Shire of Gingin. Noting the above, there is overlap – for example the 15.43ha of Sporting Fields can include space for AFL Ovals, Cricket Grounds, Soccer Fields, Basketball Courts etc. As such it is expected the following will be provided at the full cost

- 15.43ha Sporting Fields, incorporating:
- 2 Active Open Space/Ovals (size dependant on design/purpose) for AFL/cricket purposes, noting the town already has a AFL/cricket oval
- 2 Netball Courts delivered in a staged manner, possibly co-located with the future Schools 0000
 - 2 Basketball Courts delivered in a staged manner, possibly co-located with the future Schools

 - 2 Soccer Fields
 - 8 Tennis Courts, delivered in a staged manner, possibly co-located with the future Schools

 4 Local Parks / Playground – 2.9ha total (average 0.7ha), 2 Neighbourhood Parks – 5ha total (average 2.5ha)

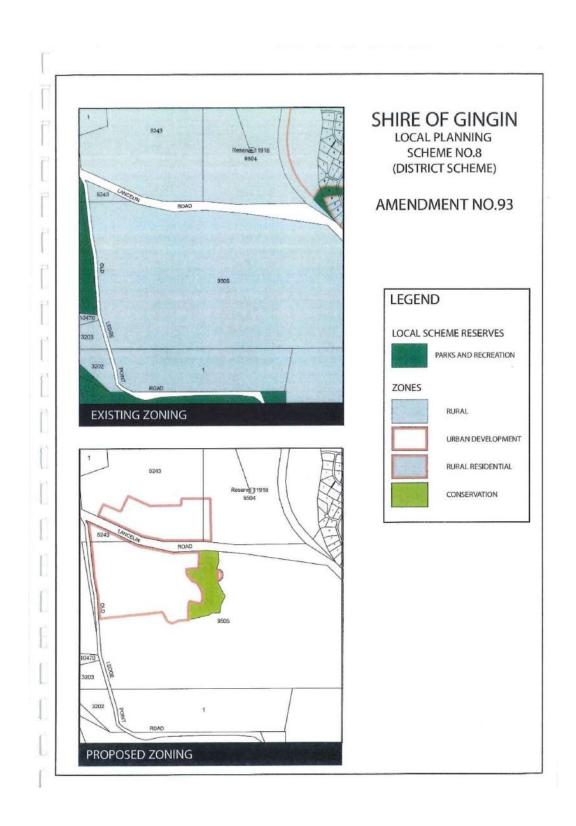
- The following facilities could be upgraded at the discretion of the Shire, using funds available through the contributions made by the developer to the Communities Facilities Fund, noting these already exist in some instances and extensions would ensure their on-going suitability for a larger population into the future:
- 1 Local Community Centre
- 1 Local Library
- 1 Seniors Centre
- 2 Childcare Centres (new facilities)
 - 1 After School Care (new facility)

1 Community Health Clinic

Land has been set aside within Lancelin South to enable the establishment of any new or relocated community facilities, and will be provided at the time of subdivision. Dependent on Shire priorities and preferences, these facilities can be constructed by the Shire using the developer contribution funds without undue complication.

© McLeods

400		
T		
Ť		
r		
T.		
[Annexure 4
ľ		Amendment 93
Γ		Annexure to Deed
1.		
[]		
[
1		
Î		
1		
ſ		
I		
į.		
L	50	
1		



FORM W1

WESTERN AUSTRALIA TRANSFER OF LAND ACT 1893 AS AMENDED

WITHDRAWAL OF CAVEAT

DESCRIPTION OF LAND (Note 1)			EXTENT	VOLUME	FOLIO
Lot 9001 on Deposited Plan 73642			Whole	2816	596
CAVEATOR (Note 2)					
SHIRE OF GINGIN					
CAVEAT NUMBER (Note 3)			STATE WHE	THER WHOLE (OR PART
M664268			Whole		
The CAVEATOR HEREBY WITHDRAWS the said Caveat from the Land	above described				
Dated this day of			Yea	ar	
SIGNATURE OF CAVEATOR (Note 4)					
The COMMON SEAL of the SHIRE OF GINGIN was hereunto affixed in the presence of –					
Signature of President	Full Name of Presid	ent			
Signature of Chief Executive Officer	Full name of Chief E	Exec	utive Office	er	

INSTRUCTIONS

- If insufficient space in any section, additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page...
- Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
- No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or

Location name and number to be stated.

Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.

The Volume and Folio or Crown Lease number to be stated.

State full name of the Caveator(s).

3. **CAVEAT NUMBER**

State registration number of the Caveat being withdrawn.

CAVEATOR'S EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an <u>Adult Person</u>. The full name, address and occupation of the witness <u>must</u> be stated.



EXAMINED			

OFFICE USE ONL'	Y

WITHDRAWAL OF CAVEAT

LODGED BY	McLeods Barristers & Solicitors
ADDRESS	220 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No.	9383 4935
REFERENCE No.	FG:GIN:12063 Woc M664268
ISSUING BOX No.	346K

PREPARED BY	McLeods	
ADDRESS	PO Box 165 CLAREMONT W.	A 6910
PHONE No.	9383 3133	FAX No. 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY	

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH Received Items Receiving Clerk

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

27_12063_010.doc

FORM W1

WESTERN AUSTRALIA TRANSFER OF LAND ACT 1893 AS AMENDED

WITHDRAWAL OF CAVEAT

DESCRIPTION OF LAND (Note 1)		EXTENT	VOLUME	FOLIO
Lot 9000 on Deposited Plan 73642		Whole	2816	595
CAVEATOR (Note 2)				
SHIRE OF GINGIN				
			THER WHOLE (OR PART
CAVEAT NUMBER (Note 3)		OF LAND IN	ICAVEAT	
M342059		Whole		
The CAVEATOR HEREBY WITHDRAWS the said Caveat from the L	and above described			
Dated this da	y of	Ye	ar	
SIGNATURE OF CAVEATOR (Note 4)				
The COMMON SEAL of the SHIRE OF GINGIN was hereunto affixed in the presence of –				
Signature of President	Full Name of Preside	nt		
Signature of Chief Executive Officer	Full name of Chief Ex	ecutive Offic	eer	

INSTRUCTIONS

- If insufficient space in any section, additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page...
- Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
- No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or

Location name and number to be stated.

Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.

The Volume and Folio or Crown Lease number to be stated.

State full name of the Caveator(s).

CAVEAT NUMBER

State registration number of the Caveat being withdrawn.

CAVEATOR'S EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an <u>Adult Person</u>. The full name, address and occupation of the witness <u>must</u> be stated.



EXAMINED		

	OFFICE U	SE ONLY	

WITHDRAWAL OF CAVEAT

LODGED BY	McLeods Barristers & Solicitors
ADDRESS	220 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No.	9383 4935
REFERENCE No.	FG:GIN:12063 Woc M342059
ISSUING BOX No.	346K

PREPARED BY	McLeods	
ADDRESS	PO Box 165 CLAREMONT W.	A 6910
PHONE No.	9383 3133	FAX No. 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY	

ITTLES, LEASES, DECLARATIONS ETC LO	DUGED HEREWITH
1	
	Received Items
2	Nos.
3	
4	
5	
6	Receiving Clerk

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

27_12063_013.doc

FORM W1

WESTERN AUSTRALIA TRANSFER OF LAND ACT 1893 AS AMENDED

WITHDRAWAL OF CAVEAT

DESCRIPTION OF LAND (Note 1)		EXTENT	VOLUME	FOLIO
Lot 1 on Diagram 24526		Whole	1240	35
CAVEATOR (Note 2) SHIRE OF GINGIN				
		STATE WHET	HER WHOLE O	OR PART
CAVEAT NUMBER (Note 3)		OF LAND IN C	CAVEAT	
H712992		Whole		
The CAVEATOR HEREBY WITHDRAWS the said Caveat from the	e Land above described			
Dated this	day of	Year		
SIGNATURE OF CAVEATOR (Note 4)				
The COMMON SEAL of the SHIRE OF GINGIN was hereunto affixed in the presence of –				
Signature of President	Full Name of Presider	nt		
Signature of Chief Executive Officer	Full name of Chief Ex	ecutive Office	r	

INSTRUCTIONS

- If insufficient space in any section, additional Sheet Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page...
- Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
- No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or

Location name and number to be stated.

Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.

The Volume and Folio or Crown Lease number to be stated.

State full name of the Caveator(s).

3. **CAVEAT NUMBER**

State registration number of the Caveat being withdrawn.

CAVEATOR'S EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an <u>Adult Person</u>. The full name, address and occupation of the witness <u>must</u> be stated.



EXAMINED			

OFFICE USE ONL'	Y

WITHDRAWAL OF CAVEAT

LODGED BY	McLeods Barristers & Solicitors
ADDRESS	220 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No.	9383 4935
REFERENCE No.	FG:GIN:12063 Woc H712992
ISSUING BOX No.	346K

PREPARED BY	McLeods	
ADDRESS	PO Box 165 CLAREMONT W.	A 6910
PHONE No.	9383 3133	FAX No. 9383 4935

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY
THAN EODOING FAICH
TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

Received Items Receiving

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

27_12063_012.doc

Clerk



13.2 PROPOSED CANCELLATION OF RESERVE 38877 FOR AMALGAMATION INTO ADJOINING FREEHOLD - LEDGE POINT

File	LND/659
Applicant	Department of Planning, Lands & Heritage
Location	Reserve 38877 – Lot 205 Jones Street, Ledge Point
Owner	State of Western Australia
Zoning	Residential R12.5/20
WAPC No	NA
Author	Kylie Bacon – Manager Statutory Planning
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development
	Services
Refer	Nil
Appendices	1. Location Plan and Aerial Photograph [13.2.1 - 3 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to consider the revocation of the Management Order issued to the Shire of Gingin over Reserve 38877 (Lot 205 Jones Street, Ledge Point) which is reserved for the purpose of Shire Housing with the power to lease for a term not exceeding 21 years.

BACKGROUND

The Department of Planning, Lands and Heritage (DPLH) has received an offer from the owner of adjoining Lot 206 Jones Street, Ledge Point to purchase Reserve 38877. DPLH seeks an indication from the Shire of Gingin as to whether it consents to the revocation of its Management Order over the Reserve.

A Location Plan and Aerial are attached in Appendix 13.2.1.

COMMENT

Through the Shire's Local Planning Strategy (Strategy), Ledge Point is identified for significant growth and development, particularly of the industrial estate and as a result of the growth opportunities that will come from the boat ramp/marina. Furthermore, the Shire's Strategic Community Plan 2019-2029, under the Focus Area of Infrastructure and Development, includes, as Priority, 3.1.2, the need to 'support strategies that facilitate greater investment in housing and housing diversity'.





The Reserve in question upholds the Shire's future planning and direction to provide the outcome in delivering this service. It is envisaged that the continuing growth of the Shire may well mean that it becomes necessary in the future to provide staff housing in the Shire's coastal areas.

The subject lot is zoned Residential (R12.5/20) under the Shire of Gingin's Local Planning Scheme No. 9 (LPS 9) and is reserved for the purposes of Shire Housing. The zoning and management order are already in place to meet potential future needs (as has been identified in the Strategy and the Strategic Community Plan) for the Shire in servicing Ledge Point and the upper coastal region of the Shire. Surrender of the asset at this point not only conflicts with the Shire's strategic objectives, but in the event that it proves necessary to provide staff housing in the future, would necessitate either the creation of a new reserve for staff housing or the outright purchase of a property in the future.

The only other existing site that is identified to house shire employees is Reserve 24196 (Lot 35 Prince Street, Ledge Point) which is vested with the Shire as Caretakers Quarters and Municipal Depot Site.

Summary

It is recommended that Council not support the revocation of the Management Order currently held by the Shire of Gingin over Reserve 38877 for reasons outlined above.

STATUTORY/LOCAL LAW IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019 - 2029

Local Planning Scheme No. 9 (LPS 9)

Local Planning Strategy 2012

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil





STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes.
Key Service Area	Strategic Town Planning
Priorities	3.1.2. Support strategies that facilitate greater investment in housing and housing diversity.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule SECONDED: Councillor Balcombe

That Council not support the revocation of the Management Order held by the Shire of Gingin over Reserve 38877 (Lot 205 Jones Street, Ledge Point) for the purpose of Housing (Shire of Gingin) for the following reasons:

- 1. The revocation would not support the strategic objective of supporting strategies that facilitate greater investment in housing and housing diversity; and
- 2. It is important that the Shire retain an asset that will enable it to provide staff housing should it be required in the future to effectively service the needs of the community resulting from future development growth as identified the Local Planning Strategy 2012.

CARRIED UNANIMOUSLY

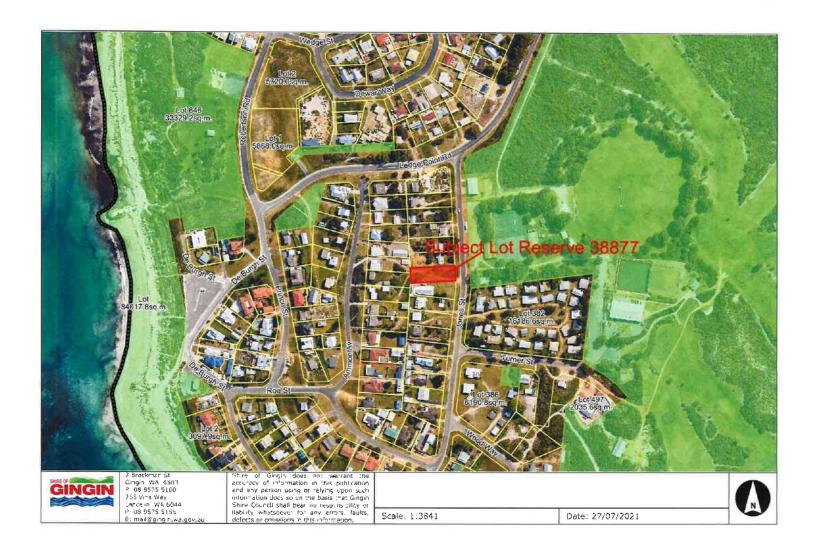
8/0

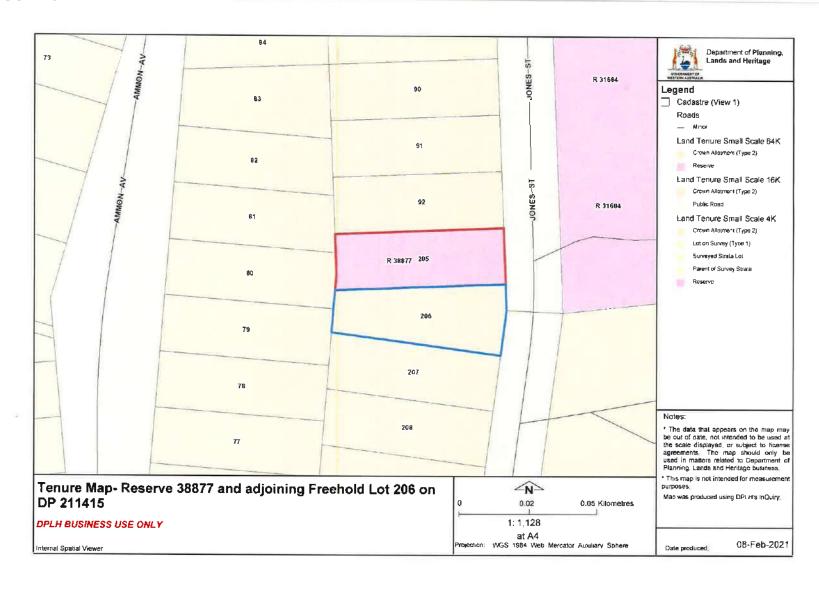
FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

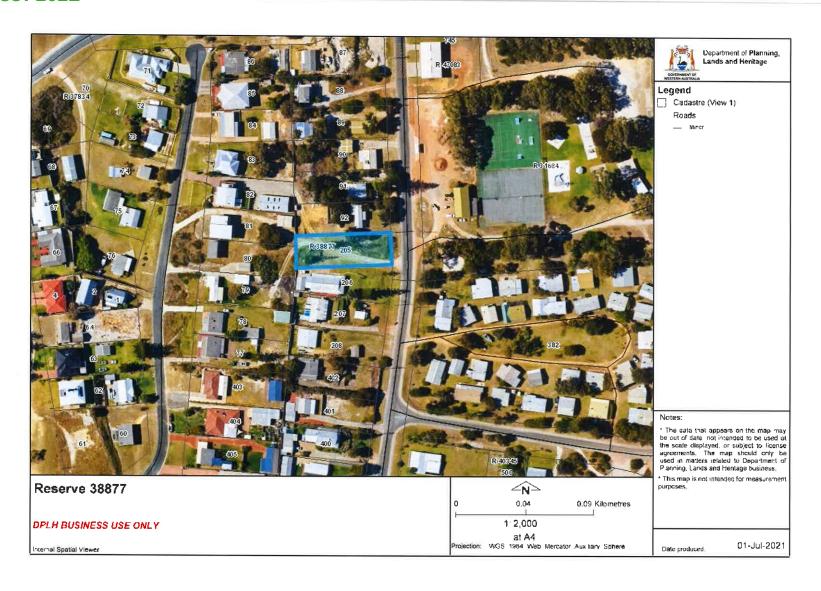
Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ////











13.3 APPLICATION FOR AMENDED DEVELOPMENT APPROVAL - PROPOSED RESTAURANT (TAKE-AWAY COFFEE OUTLET) ON LOT 1 (86A) GINGIN ROAD, LANCELIN

File	BLD/7045	
Applicant	Kate Bassham	
Location	Lot 1 (86A) Gingin Road, Lancelin	
Owner	Kate Bassham and Paul Gowdie	
Zoning	Tourism	
WAPC No	NA	
Author	James Bayliss – Statutory Planning Officer	
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development	
	Services	
Refer	20 August 2019 - Item 11.3.1	
Appendices	1. Location Map - Lot 10 (86 A) Gingin Road, Lancelin [13.3.1 - 1 page]	
	2. Aerial Map - Lot 10 (86 A) Gingin Road, Lancelin [13.3.2 - 1 page]	
	3. Applicants Proposal [13.3.3 - 1 page]	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Amended Development Approval for a restaurant (take-away coffee outlet) on Lot 1 (86A) Gingin Road, Lancelin.

BACKGROUND

The restaurant (take-away coffee outlet) is currently being operated from a modified caravan that has been converted to accommodate the required appliances and serving facilities to operate the outlet. Council resolved at its Ordinary Meeting on 20 August 2019 to approve the restaurant subject to conditions, one of which restricts the approval term as stated below:

2. This decision constitutes development approval only and is valid for a period of 2 years from the date of approval (expiring on 20 August 2021). The use shall cease upon the date of expiration unless an extension has been applied for and granted by the Shire of Gingin;

This application seeks to remove the above condition which enables the take-away coffee outlet to continue operating without a limited term approval.





The property is 2,087m² in area and is a strata title arrangement with a single house located on the northern portion of the site. The property is a battle-axe design and gains access from Gingin Road via a nine metre wide common property access leg. The property contains an easement burden for right of footpath purposes as outlined on the submitted plans.

The land to the west is Lot 300 (Reserve No. 32037) which is under a Vesting Order to the Shire of Gingin for Recreation and Purposes Incidental Thereto. The connection of the subject site to the reserve is via a footpath and is not considered to contravene the Vesting Order.

The existing grassed area provides patrons with a relaxed outdoor environment with direct access and views to the coast. The target patrons are those walking and cycling along the adjoining reserve to the west, with no intention to cater for patrons in vehicles.

A location plan and aerial image are provided as **Appendix 13.3.1** and **Appendix 13.3.2** respectively.

The applicant's proposal including development plans is provided as **Appendix 13.3.3**.

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme)* Regulations 2015. The Shire received no submissions during the consultation period.

PLANNING FRAMEWORK

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

Local Planning Scheme No. 9 (LPS 9)

The subject land is zoned Tourism under LPS 9, the objectives of which are to:

- (a) Promote and provide for tourism opportunities;
- (b) Provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;
- (c) Allow limited residential uses where appropriate;





- (d) Encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities;
- (e) Ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and
- (f) Encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.

The land use 'Restaurant' is a permitted (P) use within the tourism zone, and is defined as follows:

"Premises where the predominant use is the sale and consumption of food and drinks on the premises and where seating is provided for patrons, and includes a restaurant licensed under the Liquor Licensing Act 1988".

Note 2 of 'clause 3.3 - zoning table' states:

"The local government will not refuse a 'P' use because of the unsuitability of the use for the zone but may impose conditions on the use of the land to comply with any relevant development standards or requirements of the Scheme, and may refuse or impose conditions on any development of the land".

The restaurant is of a modest scale that is not anticipated to detrimentally affect the surrounding or wider locality and is strategically located to access existing physical service infrastructure (footpath network on the adjoining reserve). Since the restaurant has commenced operating, no complaints have been received regarding the development which demonstrates that the coffee outlet is able to co-exist within its setting without causing adverse amenity impacts.

The development is viewed as being complementary to the tourism zone which utilises and enhances enjoyment of the natural features of the area, being the coastal foreshore and the beach. The proposed development is therefore viewed as being consistent with the objectives of the zone.

4.8 - Zone Specific Development Standards

The zone specific development standards are outlined below, with a summary of how the proposed development satisfies the relevant clause.

4.8.7 - Tourism Zone

4.8.7.1 - Development within the Tourism Zone will comprise a range of land uses set out in the purpose and objectives of the Zone and in the Zoning Table. Dependent upon the use proposed, sites for such developments will normally be identified within or in close proximity to established settlements.





The use class restaurant is permitted within the zone and contributes to the provision of a diverse range of land uses targeted at catering for tourists in addition to local residents.

4.8.7.2 - Development proposals will be considered by the local government with particular regard to the impact of the proposed development on visual and natural amenity, the availability of reticulated sewerage and/or the suitability of the land for on-site effluent disposal, the provision of sufficient landscape buffers and the density of the development.

The built form of the restaurant is not considered to create excessive building bulk for surrounding properties or adversely affect the visual or natural amenity of the locality.

The toilet indicated on the development plans has been connected to an approved effluent disposal system and caters for employees as opposed to patrons.

4.8.7.3 - Those areas of the site providing the highest tourism amenity, e.g. the beachfront, shall be retained for tourism purposes, and not designated for residential use. The maximum proportion of residential units shall be such that the site retains a dominant tourism function and character, and shall be determined by the local government between zero and 25 per cent inclusive.

The development site has a high tourism amenity as it abuts the beachfront via Reserve 32037. This development enables the site to be set aside for the benefit of tourists and community members to enjoy as opposed to a traditional residential use.

- 4.8.7.4 Where tourism development with no permanent or semi-permanent residential units is proposed, local government may at its discretion vary the maximum plot ratio imposed.
- 4.8.7.5 Where strata titling is proposed, appropriate management arrangements in a management statement which ensures that all units will be let out for tourism.
- 4.8.7.6 The maximum percentage of residential units/development on site shall comply with the following at all stages of the development:
- (a) The proportion of residential units relative to the total number of accommodation units on the site shall be equal to or less than the approved percentage.
- (b) The site area occupied by the residential units, and any areas designated for the specific use of occupiers of those units, relative to the area occupied by the short-stay development shall be equal to or less than the approved percentage. In calculating the area occupied by the two development categories, those facilities available for common use shall be excluded from the calculation.





- (c) That any individual residential unit and as a whole any residential component of such a development shall be of a design and scale that is clearly is subsidiary to the tourism component of the development such that the tourism component remains dominant in all aspects.
- 4.8.7.7 Proposals for offices and reception centres in the Tourism Zone will only be considered where they are incidental to, and support the proposed tourism use on the site.
- 4.8.7.8 Tourism development that incorporates accommodation and/or reception facilities shall include provision for an onsite manager.
- 4.8.7.9 Proposals for subdivision and development for Residential land uses in the Tourism zone will be determined in accordance with Residential R12.5 code unless combined with a Tourism proposal.

Clauses 4.8.7.4 to 4.8.7.9 are not applicable in this instance.

4.8.7.10 - In considering proposals in the Tourism Zone, local government shall have regard for the zone objectives, the scale and bulk of the proposal and its integration with surrounding land uses.

The proposal is viewed as being consistent with the objectives of the zone. It is also noted that the scale of the development is relatively modest, with the built form simply being a caravan used to serve take-away drinks, predominantly coffee.

4.8.7.11 - Local government may, at its discretion, require proposed shared facilities in tourist developments to be established in the first stage of development.

Not applicable in this instance.

4.8.7.12 - To reduce the likelihood of tourism accommodation being used as permanent or semi-permanent accommodation, a maximum length of stay provision of three months in any twelve month period should apply to the tourism units on all developments.

Not applicable in this instance.

Car Parking

Clause 4.7.2.3 of LPS 9 states:

"Except with the approval of local government, a person shall not use or develop land for a purpose specified in Column 1 of Table 3 unless provision is made on the site for a number of car parking spaces not less than the number calculated in accordance with Column 2 of that Table shown opposite that purpose".





Table 3 – Parking Requirements of LPS 9 requires a restaurant to provide one car bay for every four patrons. Given the manner in which the restaurant operates (take-away), no patrons will be present onsite for a lengthy period of time as opposed to a 'dine-in' experience. As such, the number of patrons capable of being accommodated onsite by the provision of tables and chairs is not proposed.

Patrons generally vacate the property soon after receiving their purchase. The predominant mode of transport to the restaurant is by foot or bicycle which access the site from the rear footpath located within the adjoining reserve. The property does not cater for patrons in vehicles and as such the only parking available onsite is for the landowner's private vehicles. Clear signposting along Gingin Road has been installed to advise motorists not to access the property.

LPS 9 does contain provisions for 'cash payment in lieu' of providing parking bays. The following clauses apply:

- 4.7.2.7 Where car parking spaces are required to be provided pursuant to this Scheme, the local government may accept a cash payment in lieu of the provision of some or all of those car parking spaces, if:
 - (i) the payment is not less than the amount the local government estimates to be the cost to the owner of providing and constructing those spaces together with the amount the local government estimates to be the value of the land which would have been occupied by those spaces; and
 - (ii) Payment is made prior to commencement of the development in respect of which those spaces are required to be provided or in accordance with the terms of an agreement made between the local government and the applicant for development approval for that development.
- 4.7.2.8 Any amount paid to the local government under subclause (1), shall be held by the local government, in a separate reserve account or trust account and shall be applied by the local government:
 - (i) in providing car parking spaces or car parking facilities capable of serving the needs of the development in respect of which the payment was made and in the locality of that development; or
 - (ii) to the acquisition of land and the construction of buildings for the purpose referred to in paragraph a) of this subclause.

In order to enforce the above, the number of patrons would require stipulation and parking bays would then calculated from that number. The officer is of the view that given the restaurant operation pertains exclusively to patrons accessing the site via the rear foreshore area, the provision of car bays, or lack thereof, is acceptable in this instance.





Furthermore, public parking areas are located ~120 metres to the south of the subject site along Cunliffe Street and also ~120 metres north along Miragliotta Street. In the event that patrons seek the services of the outlet and intend to travel by the use of a vehicle, public parking is available as referenced above, with a short walk along the coastal strip.

Local Planning Policy 3.2 - Tourism Zone (LPP 3.2)

Given the land is zoned 'tourism' under LPS 9 the above-mentioned policy applies is applicable. The policy objective and policy statement are provided below:

"Policy Objective

To encourage the development of tourist accommodation and related services.

Policy Statement

- 3.1 Land will be allocated to the Tourism zone ahead of requirement to ensure an adequate supply of land for these purposes and to assist in minimising development delays due to the scheme amendment procedure.
- 3.2 Land shown as Tourist Accommodation on the townsite strategy maps will progressively be included in the Tourism zone.
- 3.3 The Tourism zone includes a number of designated tourist nodes, and a range of tourist related services will be encouraged to locate in these nodes.
- 3.4 In some instances Council may require Structure Plans to be prepared for tourist."

The proposed development is considered to be consistent with LPP 3.2.

Coastal Development

The coastal implications were addressed as part of the original assessment and the landowner has placed the relevant coastal hazard notification on the certificate of title.

Summary

The officer notes that the time limited approval was imposed on the basis that patron behaviour was unknown (i.e. customers attempting to park onsite/along Gingin Road) which may have resulted in adverse amenity impacts on adjoining landowners. It has been demonstrated since the restaurant began operating that parking issues have not eventuated and as such the basis for the time limited approval has been addressed. The officer is of the view that a further time limited condition is not required.





STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Local Planning Scheme No. 9

POLICY IMPLICATIONS

State Planning Policy No. 2.6 - State Coastal Planning Policy

State Planning Policy No. 3.7 - Planning in Bushfire Prone Areas

Local Planning Policy 3.2 - Tourism Zone

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Economic Development
Objective	4. To support economic development through the Shire's service delivery
Outcome	4.1 Tourist Playground An internationally acclaimed tourist playground
Key Service Areas	Economic Development & Tourism Infrastructure
Priorities	4.1.1 Support the development of the Shire of Gingin to premier tourist destination for ocean and sand adventures.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Morton SECONDED: Councillor Balcombe

That Council grant Amended Development Approval for a restaurant (take-away drink outlet) on Lot 1 (86A) Gingin Road, Lancelin subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans and specifications (including any amendments marked in red) unless otherwise conditioned by this approval;



- Prior to commencement of the approved use, the property shall be serviced by a new crossover from Gingin Road which is to be constructed to the satisfaction of the Shire of Gingin at the applicant/landowner's cost. A Vehicle Crossover Application is required to be submitted to, and approved by, the Shire of Gingin prior to the installation of the crossover;
- 3. Prior to commencement of the approved use, a dual use path shall be constructed to service the property. The path shall intersect the existing footpath on Reserve 32037, and be constructed to the satisfaction of the Shire of Gingin at the applicant/landowner's cost. The dual use path shall be maintained in good condition thereafter to the satisfaction of the Shire of Gingin;
- 4. Prior to commencement of the approved use, the applicant/landowner shall install a sign in a conspicuous area at the front of the property, advising prospective patrons that access is derived from the footpath at the rear of the property and no patron vehicle parking is permitted within the property;
- 5. Prior to commencement of the approved use, remedial works shall be undertaken to the existing caravan by way of recladding and/or repainting as per the elevation drawings (revision B) dated 27 July 2019, to the satisfaction of the Shire of Gingin. This work is to be kept in good condition thereafter;
- 6. Prior to commencement of the approved use, the applicant/landowner shall undertake remedial works to the existing decking structure to install a disability access ramp in accordance with AS 1428.1 (as amended);
- 7. Prior to commencement of the approved use, the applicant/landowner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the *Transfer of Land Act 1893* to be registered on the title to the land as notification to prospective purchasers as follows:
 - Bushfire Prone Area This lot is located in a bushfire prone area. Additional planning and building requirements may apply to development on this land.
- 8. Prior to the issue of a building permit the applicant/landowner 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:
 - Vulnerable Coastal Area This lot is located in an area likely to be subject to coastal erosion and/or inundation over the next 100 years.
- 9. Stormwater from all roofed, paved and hardstand areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin;
- 10. The restaurant/caravan shall not be used for permanent human habitation; and



11. The restaurant (take-away drink outlet) outlet is limited to operating hours of between 7am and 4 pm, unless otherwise approved by the Shire of Gingin.

Advice Notes

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005.*
- Note 2: 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: 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/landowner to obtain any other necessary approvals, consent/s and/or licences required under any other law, and to commence and carry out development in accordance with all relevant laws.
- 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 which is to be approved by the Shire of Gingin.
- Note 5: Please be advised that the owner/manager is responsible for ensuring that noise levels are compliant with the *Environmental Protection (Noise)* Regulations 1997.
- Note 6: Please be advised that the kitchen fit-out is to comply with the requirements of the *Food Act 2008* and the Food Standards Code.
- Note 7: Further to this approval, the applicant is required to comply with the *Health Act 2016* and the Shire's *Health Local Law 2017*.
- Note 8: Disabled access should be provided in accordance with the Building Code of Australia.
- Note 9: This approval does not authorise the display of advertising signage for the approved land use.
- Note 10: Please note that non-compliance with the conditions of a Development Approval constitutes an offence under the *Planning and Development Act 2005*, to which penalties do apply.





Note 11: Where the use is found to be causing a nuisance then Council may rescind the approval granted. Following rescission, no person shall continue to operate the land use unless approval to do so is subsequently granted by Council.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: //i/





Hole in the Van 86a Gingin Rd, Lancelin, WA 6029

To Whom It May Concern,

In reference to the attached development application, I would like to apply for an extension to the approval of my take-away coffee shop 'Hole in the Van' which was previously approved for a period of two years in August 2019.

Since opening in November 2019, I have received overwhelmingly positive feedback from customers. The uniqueness of the 'Van', being a converted vintage caravan, and the absolute beach front location provides a quirky and casual experience for customers. I am repeatedly told "there should be more places like this up and down the coast" – a relaxed setting, taking advantage of the ocean views.

Customers at 'Hole in the Van' vary, from locals and weekenders to tourists who seek us out, as they have heard about us "down in Perth" and have been told they "Must go and find the Van when they go to Lancelin". I believe 'Hole in the Van' has brought something unique to Lancelin, a coffee experience that has become a destination.

I am hoping for the approval of my application. Thank-you.

Kind Regards,

Kate Bassham

Hole in the Van



13.4 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED RECREATION PRIVATE (AVIARY TOURS) ON LOT 552 (92) FERGUSON ROAD, BEERMULLAH

File	BLD/5686		
Applicant	Michael Agnew		
Location	Lot 552 (92) Ferguson Road, Beermullah		
Owner	Michael Agnew and Maria Agnew		
Zoning	General Rural 20		
WAPC No	NA		
Author	James Bayliss – Statutory Planning Officer		
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development		
	Services		
Refer	Nil		
Appendices	1. Location Map - Lot 552 (92) Ferguson Road, Beermullah [13.4.1 - 1 page]		
	2. Aerial Map - Lot 552 (92) Ferguson Road, Beermullah [13.4.2 - 1 page]		
	3. Applicant's Proposal [13.4.3 - 3 pages]		

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a Recreation – Private (Botanical Garden and Aviary Tours) on Lot 552 (92) Ferguson Road, Beermullah.

BACKGROUND

The subject property is 16.5 hectares in area with the southern lot boundary abutting the Gingin Brook. The land currently accommodates a single house and various sheds associated with a transport depot, approved by Council at its Ordinary Meeting on 18 December 2007.

The aviary consists of a botanical garden with various subsections, each of which will house a diverse range of birds. The proposal seeks to open the existing aviary to the public as a botanical walk-through experience. The development will include a mobile food van, selling ice-creams, cold drinks etc., which will also act as a reception point for patrons.





The landowner advises that given the viability of the business venture is uncertain, various aspects of the proposal (i.e. patron numbers, opening hours etc.) are difficult to establish. On that basis, the officer has attempted to be pragmatic in the application of the planning framework to allow the business venture to operate for an interim period, with components of the assessment able to be revisited at a later date to ensure that patrons are appropriately serviced if it proves to be feasible. Discussion with the applicant indicated that an initial approval period of 4 years would enable the market to be properly tested and should it provide successful, a renewal application will be lodged, and it would be expected that more permanent infrastructure (i.e. toilets/café/restaurant) may be included.

Notwithstanding the above, the applicant anticipates between 25 – 30 patrons will attend the property daily. The estimated number of daily vehicle movements is between 7 – 10, with tourist buses attending the property infrequently. The land has ample area to cater for parking and vehicle manoeuvring locations. Operating hours are proposed to be 7 days per week, between 10:00am – 6:00pm.

A copy of the Location Plan and Aerial Photograph are attached as **Appendix 13.4.1** and **Appendix 13.4.2** respectively.

A copy of the applicant's proposal is attached as **Appendix 13.4.3**.

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme)* Regulations 2015. The Shire received no submissions regarding the development.

PLANNING FRAMEWORK

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

The subject lot is zoned "General Rural" under LPS 9. The objectives of the General Rural zone are to:

- a) manage land use changes so that the specific local rural character of the zone is maintained or enhanced;
- b) encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;





- c) maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and
- d) provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.

The objectives of the zone are not compromised by the proposed development. The botanical walk-through experience falls under the land use 'Recreation – Private', which is defined as:

'Premises used for indoor or outdoor leisure, recreation or sport which are not usually open to the public without charge'.

'Recreation – Private' is a 'D' use in the General Rural zone. This means that the use is not permitted unless the local government has exercised its discretion by granting development approval.

Car Parking

'Table 3 – Parking Requirements' of LPS 9 outlines the parking ratio for a range of land uses, however no parking standard is prescribed for Recreation – Private. Clause 4.7.2.5 of LPS 9 states:

"Where the 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 determined by local government".

The proposal provides a significant area dedicated to vehicle parking and turnaround for tourist buses. The site is not constrained in this regard and ample land is able to be used for overflow parking should the need arise.

<u>Planning and Development (Local Planning Scheme) Regulation 2015 (Deemed Provisions)</u>

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matter is considered to be relevant:

(m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;





Comment

The officer is of the view that the proposed land use is compatible within the locality, particularly given the proximity to Willowbrook Caravan Park which results in this area accommodating many tourists, more so than other rural areas within the Shire.

- (s) The adequacy of -
 - (i) The proposed means of access to and egress from the site; and
 - (ii) Arrangements for the loading, unloading, manoeuvring and parking of vehicles;
- (t) The amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;

Comment

The property gains access via Ferguson Road which in unsealed. The land is situated approximately 800 metres east of the intersection with Gingin Brook Road. The amount of traffic is minor and will likely have no impact on traffic flow or degradation of the road.

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 partially designated as being bushfire prone, however it should be noted that the development area forming part of this application is unaffected. On that basis a Bushfire Management Plan (BMP) may not be essential at present.

However, given the land use involves people (generally tourists) who are unaware of their surroundings and who may require assistance or direction in the event of a bushfire, the officer is of the view that an Emergency Evacuation Plan (EEP) should be prepared prior to the use commencing.

Local Planning Policy 3.1 – Tourist Development in Rural Areas (LPP 3.1)

LPP 3.1 applies to General Rural zoned land within the Shire. The objective of LPP 3.1 is stated below:

"To provide guidelines for the development of tourist facilities in General Rural areas to strengthen the economic base while enhancing the rural character of the area".

The proposed development is viewed as diversifying the economic base of the locality and subject site, without compromising the rural integrity of the area. LPP 3.1 separates development into two categories, being high impact development which requires a scheme amendment, and low impact development which may be permitted at Councils discretion. Both categories are outlined below:





- "(a) High impact proposals involving significant capital investment or having the potential to conflict with surrounding land uses; and
- (b) Low impact proposals not involving significant capital investment and unlikely to conflict with adjoining land uses."

The officer is of the view that the proposed development is low impact, consistent with the objectives of the policy and as such is able to be supported.

Summary

In view of the above assessment, the proposed Recreation – Private use is able to satisfy the relevant planning framework. The officer is of the view that the development can coexist within the zone without causing adverse impacts on adjoining properties or the greater locality. As such the proposal is recommended for support subject to conditions.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015 Schedule 2 – Deemed provisions for Local Planning Schemes

Local Planning Scheme No. 9
Part 4 – Zones and the Use of Land
3.2 - Objectives of the Zones
3.2.7 - General Rural

POLICY IMPLICATIONS

Local Planning Policy 3.1 – Tourist Development in Rural Areas

BUDGET IMPLICATIONS

Nil





STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes.
Key Service Area	Building and Planning Permits
Priorities	3.1.1 Support strategies that facilitate commercial development.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Lobb

That Council grant Development Approval for a Recreation – Private (Botanical Garden and Aviary Tours) on Lot 552 (92) Ferguson Road, Beermullah subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;
- 2. This development approval is granted for a limited period and shall expire on 17 August 2025;
- 3. Prior to the commencement of the approved use, an Emergency Evacuation Plan (EEP) shall be submitted to and approved by the Shire of Gingin;
- 4. Parking is to be made available within the designated parking area free of goods and materials during opening hours, to the satisfaction of the Shire of Gingin;
- 5. Prior to commencement of the development, a uni-sex accessible toilet is required to be installed to the satisfaction of the Shire of Gingin; and
- 6. The approved development can only operate between the following hours:

Monday - Sunday: 10:00am to 6:00pm.





Advice Notes:

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect.
- Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 4: The operation is required to comply with the *Environmental Protection (Noise) Regulations 1997.*
- Note 5: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property.
- Note 6: Please be advised that the mobile food van is required to comply with the Public *Health Act 2016*, *Food Act 2008*, Shire of Gingin Health Local Law 2017 and the Food Standards Code. Additional approvals may be required to be obtained prior to commencement of the approved use.

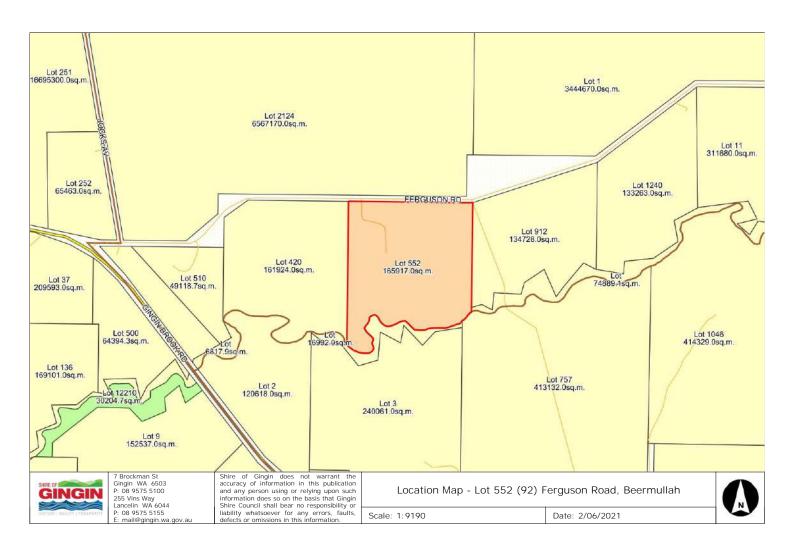
CARRIED UNANIMOUSLY

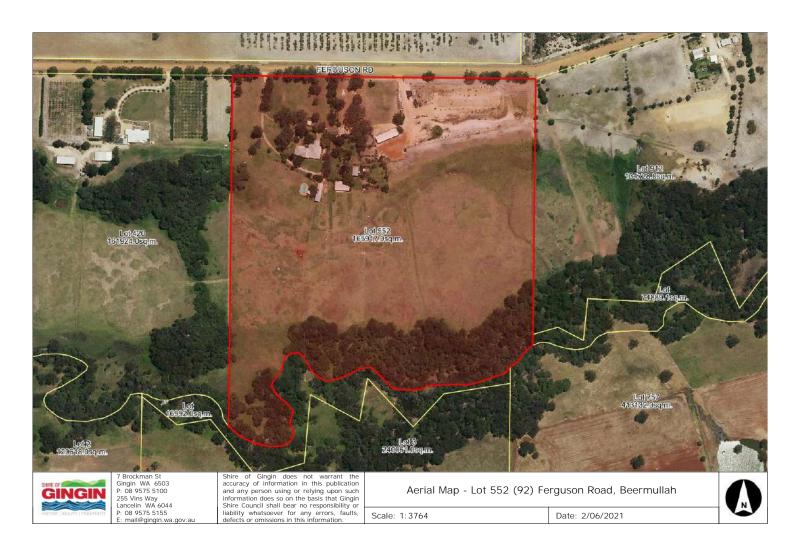
8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ///





Development proposal - supporting documentation,

Brief description of the land uses proposed.

- Opening our aviary (as per building approval permit #95006344) to the public as a
 botanical walkthrough experience similar to the Perth Zoo aviaries. The proposal is for
 tourist/public enjoyment, rather than an educational experience and we do not intend to
 allow or encourage the public to handle the birds.
- Visitor parking Limestone Park already has ample hard stand parking area that can cater
 for both vehicles and tourist coaches with turn around. (Approx 1300m2.) If required more
 area can be committed to parking.

Considered Details

- Initially our intention is to use a mobile food van for the sale of packaged icecreams, cold drinks, coffees and lunch items.
- Toilets Presently we do not have toilet facilities for tourists, we would be initially making
 available portable toilets located close to the Aviary until we can establish more accurately
 the facility's patronage, with a view to moving to permanent toilets if the numbers are
 encouraging.
- Fire Limestone Park is fortunately situated in an area which does not lend itself to being susceptible to a large running fire, due to the fact that we have to our North, a substantial large sandy paddock vegetated with Tagasaste. To our south, situated between us and the national reserves, we are protected by the many market gardens. Due to the above, the West and East are narrowband small grazing properties normally all year green pastured. With this in mind our exposure to fire is low and most likely a slow fire moving along the brook. Limestone Park has an onsite mobile firefighting unit, large volume quick fill water outlets for firefighting and we are preferred contractors to both the Shire of Gingin and Dept. Environment for emergency firefighting.
- Operational Hours Anticipated to be 7 days per week, 10am till 6pm.
- Patronage numbers To quantify the expected numbers is very difficult, however, for this
 tourist venture to be economically viable we would need to see about 200 persons a week,
 generally 4 persons per car being an average of 7 cars per day.

PN



STIE PLAN





13.5 EXPERIENCE LANCELIN HOLIDAY PARK - CHANGE IN CLASS OF SWIMMING POOL

File	BLD/1839		
Applicant	Experience Lancelin Holiday Park		
Location	4 Hopkins Street, Lancelin		
Owner	Shire of Gingin		
Zoning	Tourism		
WAPC No	NA		
Author	Kylie Bacon – Manager Statutory Planning		
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development		
	Services		
Refer	15 September 2020 - Item 11.3.5		
Appendices	1. Location Plan and Plans [13.5.1 - 3 pages]		

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to consider changing the class of the swimming pool located at the Experience Lancelin Holiday Park (previously known as the Lancelin South Caravan Park) from class three to class two as defined by the Department of Health (DoH) Classification of Aquatic Facilities.

BACKGROUND

The subject lot is the location of the Experience Lancelin Holiday Park which is zoned Tourism under the Shire of Gingin's Local Planning Scheme No. 9 (LPS 9) and is also known as Reserve 21760 vested with the Shire of Gingin for the purposes of 'Holiday Park'.

The caravan park also accommodates a pool which currently is defined under the DoH Classification of Aquatic Facilities is a class 3 which means the users of this group are limited to the following:

- 1. Discrete user access of group 1, 2, or 4 aquatic facilities by community/swimming groups: or
- 2. Commercial developments for guests such as hotels, motels, resorts, serviced apartments, caravan parks, health clubs, mine sites, recreational camp-sites, lodging houses, staff/student accommodation complexes and places restricted to adult only access.





The Applicant has been approached by the Lancelin Primary School seeking the use of the caravan park pool to conduct swimming lessons. For this to occur, the pool classification must be changed from three to two, which allows use by schools, learn to swim centres, learn to dive pools, nursing homes, hospitals and hydrotherapy/physiotherapy use pools (again as defined by the DoH Classification of Aquatic Facilities).

The current classification of the caravan park swimming pool is a class three which allows the pool to be used by the guests of the caravan park only..

The Applicant has advised that, if the pool is reclassified, then their intention is not to limit class 2 usage to the Lancelin Primary School, but also to explore opportunities for tourism-based activities such as making the pool available for "learn to dive" schools etc.

This will be discussed in more detail below.

A Location Plan and Plans of the existing swimming pool is provided as Appendix 13.5.1

COMMENT

Stakeholder Consultation

Consultation was undertaken with the Department of Lands (DoL) section within the Department of Planning, Lands and Heritage (DPLH). It was concluded that no formal comment from the Department is necessary as the Shire has a Management Order over the Reserve and the request to change the swimming pool classification is considered to be ancillary to the reserve purpose of Holiday Park.

It is not considered that the change of class will compromise the Tourism objectives of LPS 9.

The ancillary nature is discussed in more detail below.

PLANNING FRAMEWORK

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

The Caravan Park is zoned Tourism under the Shire of Gingin's Local Planning Scheme No. 9 (LPS 9). Additionally, Reserve 21760 is vested in the Shire of Gingin for the purposes of 'Holiday Park'.

Under LPS 9, the objectives of the Tourism zone are to:

a) Promote and provide for tourism opportunities;





- b) Provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;
- c) Allow limited residential uses where appropriate;
- d) Encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities;
- e) Ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and
- f) Encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.

The change in class of the swimming pool will not compromise the objectives of the Tourism zone as it will be limited to just the swimming lessons and will remain as an ancillary/incidental use to the main use as a recreational facility for the guests of the caravan park.

Management Order and Lease over Reserve 21760

As outlined above, the reserve purpose is that of 'Holiday Park' and the Management Order provides for a lease period not exceeding 42 years. The change of pool classification does not compromise the reserve purpose provided that use of the pool remains incidental to the main purpose, which is as a recreational facility for guests of the Holiday Park.

In addition, the lease between the Shire of Gingin and the Applicant includes provisions which ensure that any increase in revenue is reflected payments additional to the annual rental figure.

To ensure that the reserve purpose and the zoning of the lot are not compromised in the event that Council approves the application, it is recommended that class 2 usage of the pool be restricted to the conducting of swimming lessons by the Lancelin Primary School only. There is a risk that allowing expanded commercial usage as a class 2 pool may lead to uses that are not aligned with the reserve purpose, and that are not incidental to the primary use.

The Lancelin Primary School has advised that its swimming lessons run for two weeks per year. Lessons are usually held in terms 1 or 4, but access to a heated pool may allow for scheduling at other times of the year. Classes will run sequentially, and the total time in the pool each day would be 3.5 - 4 hours. All students who are five and over (approximately 65 students) participate in lessons. Students will be transported to the venue from the Lancelin Primary School using the community bus (which is licenced to carry 20 passengers at a time).





Summary

The change in class of the swimming pool from a three to a two is considered not to impact upon the objectives of the Tourism zone or the Reserve purpose of 'Holiday Park', or compromise the lease provided that usage under the new classification is restricted to swimming lessons conducted by the Lancelin Primary School, and that the additional usage remains incidental to the primary purpose as a recreational facility for guests of the Experience Lancelin Holiday Park.

Notwithstanding the above, the Applicant will be required to make application to the Department of Health to alter the class of an aquatic facility. Should the Department give the Applicant unconditional approval for a class two, then the Applicant will still be required to comply with the conditions of any approval granted by Council.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Planning Scheme No. 9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.
Outcome	3.2 Community Infrastructure The Shire provides fit for purpose community infrastructure in a financially responsible manner.
Key Service Area	Community Infrastructure
Priorities	3.2.1 Develop and plan community infrastructure to improve use and financial sustainability.

VOTING REQUIREMENTS - SIMPLE MAJORITY





OFFICER RECOMMENDATION

That Council support the reclassification of the swimming pool located at the Experience Lancelin Holiday Park from class three to class two as defined by the Department of Health's Classification of Aquatic Facilities, subject to the following conditions:

1. Additional usage is restricted to the Lancelin Primary School for the purpose of student swimming lessons only. This use is to remain as an incidental use to the main use as a recreational facility for the guests of the caravan park.

Advice Notes:

1. The applicant is to make application to the Department of Health for the necessary reclassification of the pool from class 3 to class 2.

ALTERNATIVE MOTION

MOVED: Councillor Peczka SECONDED: Councillor Morton

That Council support the reclassification of the swimming pool located at the Experience Lancelin Holiday Park from class three to class two as defined by the Department of Health's Classification of Aquatic Facilities.

Advice Notes:

1. The applicant is to make application to the Department of Health for the necessary reclassification of the pool from class 3 to class 2.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

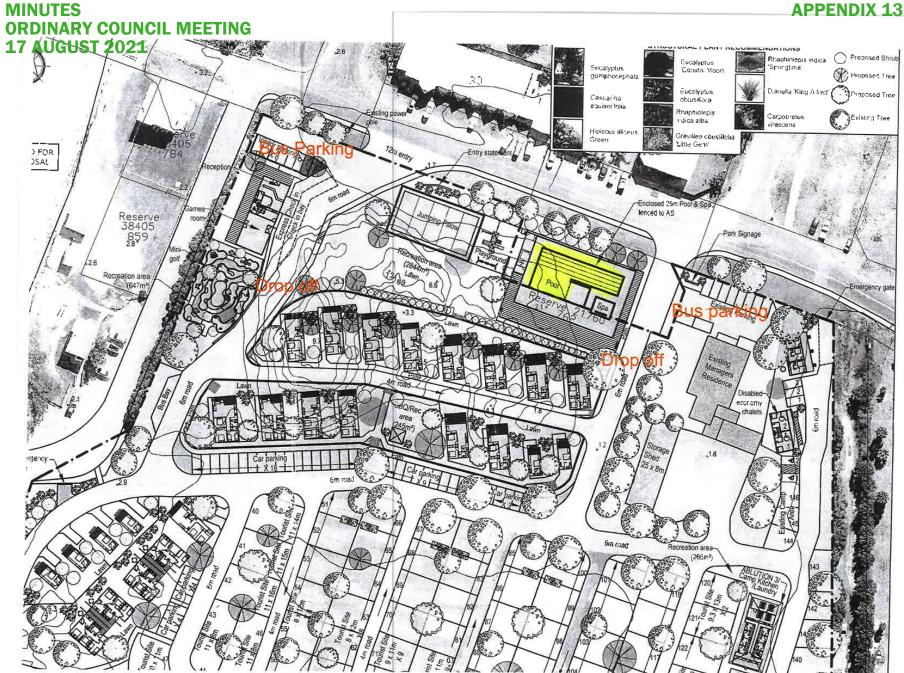
AGAINST: ///

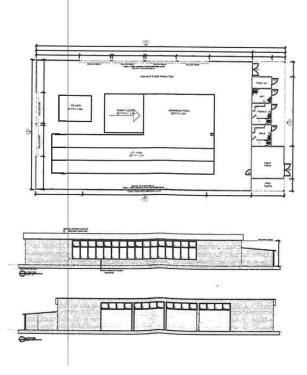
Reason For Alternative Motion

Experience Lancelin Holiday Park has in place procedures and staff to successfully manage the reclassification to class two and the operation of a class 2 swimming pool. The reclassification will assist with increased promotion of community and visitors' health, wellbeing, rehabilitation and childrens' swimming skills at the pool.













13.6 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED OVER HEIGHT OUTBUILDING AT LOT 229 (14) MAWARRA DRIVE, GINGIN

File	BLD/7314		
Applicant	C Duffy & T Martinovich		
Location	14 Mawarra Drive, Gingin		
Owner	C Duffy & T Martinovich		
Zoning	Future Development (Residential R2.5)		
WAPC No	NA		
Author	Matthew Tallon – Statutory Planning Officer		
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development		
	Services		
Refer	Nil		
Appendices	1. Location Plan, Aerial Imagery and Proposed Plans [13.6.1		
	- 4 pages]		

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed over height outbuilding on Lot 229 (14) Mawarra Drive, Gingin.

BACKGROUND

The Shire is in receipt of an Application for Development Approval for a proposed outbuilding and carport on the subject lot, which is 4010m² in area and currently contains an existing single house.

The proposed outbuilding is 10 metres in length and 14 metres in width (140m²) with a wall height of 3.5 metres and an overall height of 4.5 metres. The proposal also includes a carport measuring 4 metres in length and 14 metres in width (56m²) adjoining the western face of the structure. As the carport is an open structure it is not an outbuilding and therefore does not contribute to the overall floor area noted above.

The outbuilding is proposed to be located 10 metres from the rear (eastern) lot boundary, 14.6 metres from the side (northern) and 15 metres from the opposite side (southern) boundary. As the subject lot gradually slopes up to the rear boundary, the applicant has advised that they proposed to cut approximately 500mm to the rear of the proposed outbuilding site to achieve a level development pad.

The proposal seeks variations to clause 5.4.3 - Outbuildings of State Planning Policy 7.3 - Residential Design Codes (R-Codes) with respect to area, wall height and overall height.





The proposal also seeks a variation to Local Planning Policy 2.1 - Residential Outbuildings (LPP 2.1) with respect to the overall height, being 4.5 metres in lieu of 4.2 metres.

A location plan, aerial imagery and the proposed plans are provided as Appendix 13.6.1.

COMMENT

Stakeholder Consultation

As per the requirements of the R-Codes and LPP 2.1, the application was advertised to adjoining landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes) Regulations 2015.*

The Shire received no submissions during this period.

PLANNING FRAMEWORK

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

The subject lot is zoned Residential R2.5 under LPS 9

The objectives of the Residential zone listed under LPS 9 are as follows:

- a) provide for a range of housing types and encourage a high standard of residential development;
- b) maintain and enhance the residential character and amenity of the zone;
- c) limit non-residential activities to those of which the predominant function is to service the local residential neighbourhood and for self-employment or creative activities, provided such activities have no detrimental effect on the residential amenity; and
- d) ensure that the density of development takes cognisance of the availability of reticulated sewerage, the effluent disposal characteristics of the land and other environmental factors.

The State and Local Planning Policy framework provides standards for outbuildings in residential areas that seek to maintain the residential character and high levels of amenity in the zone. The Local Planning Policy increases the scale at which outbuildings can be approved subject to the lot area. In this instance the proposed outbuilding is generally consistent with LPP2.1, with the exception of the overall height.





State Planning Policy 7.3 - Residential Design Codes Volume 1 (R-Codes)

The R-Codes provide a comprehensive basis for the control of residential development throughout Western Australia. When a development does not meet with the deemed-to-comply provisions, the application is assessed against the associated design principles to determine whether the variation is acceptable. The R-Codes define an 'Outbuilding' as: "An enclosed non-habitable structure that is detached from any dwelling."

The deemed-to-comply provisions of the R-Codes relating to Outbuildings stipulate, amongst other things, that the overall collective area must not exceed $60m^2$, and that a wall height of 2.4 metres and an overall height of 4.2 metres are not to be exceeded. The proposed wall height is 3.5 metres, with an overall height of 4.5 metres and an area of $140m^2$. Given the proposal does not satisfy the deemed-to-comply provisions, the outbuilding is assessed against the associated 'Design Principle' which states:

"Outbuildings that do not detract from the streetscape or the visual amenity of residents or neighbouring properties."

The proposed outbuilding is located to the furthermost rear portion of the subject lot, which effectively lessens the potential built form impacts on the streetscape. As noted in the Background, the subject lot slopes up toward the rear lot boundary, with the applicant proposing to cut 500mm along the rear of the pad area. The outbuilding will therefore only be sitting 1m above the single house's finished floor level. The officer views this as a good design outcome in responding to the natural contours of the site and reducing any bulk and scale beyond that anticipated on large residential lots.

The design and scale of the outbuilding is in keeping with several lots surrounding the subject site and various newly developed lots within the estate, and as such the proposal is in keeping with the built form amenity of the locality.

Local Planning Policy 2.1 - Residential Outbuildings

The Shire adopted LPP 2.1 in January 2013 to complement and enhance the provisions of the R-Codes to better reflect community expectations.

'Clause 3.5 - Scale of Outbuilding Development' outlines the maximum allowable standards for outbuildings throughout the Shire reflective on lot size and locality. The table below outlines the standards applied to the subject lot.

TOWNSITE	STANDARD	MAXIMUM DIMENSIONS	PROPOSED
Gingin >4000m2	Area Wall Height	140m2 3.6m	140m² – compliant 3.5m - compliant
	Overall Height	4.2m	4.5m - variation





LPP 2.1 provides dimensions for the maximum allowable standards that at the time of creating the policy were acceptable throughout coastal areas and the Gingin townsite respectively. The officer notes that the policy affords a maximum allowable wall height of 5m for outbuildings located in coastal townsites. The variation in overall height of 300mm is minor, and the officer notes that the major contributor to bulk and scale is the wall height which is compliant in this instance.

Summary

In summary, the proposed outbuilding seeks a variation to LPP 2.1 - Residential Outbuildings and the R-Codes. The proposed cutting to the rear of the subject outbuilding area reduces the overall height of the outbuilding above natural ground level. It is therefore recommended that the application be approved subject to appropriate conditions.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 – deemed provisions

Shire of Gingin Local Planning Scheme No. 9

POLICY IMPLICATIONS

State Planning Policy 7.3 - Residential Design Codes

Local Planning Policy 2.1 - Residential Outbuildings

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes
Key Service Area	Building And Planning Permits
Priorities	N/A





VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Balcombe

That Council grant Development Approval for an Outbuilding and Carport on Lot 229 (14) Mawarra Drive, Gingin subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this Approval;
- 2. This approval is for an outbuilding and carport only as indicated on the approved plans;
- 3. The finished floor level of the outbuilding must only comprise of cutting site works as indicated on the approved plan in red ink to the satisfaction of the Shire of Gingin;
- 4. The outbuilding is not to be used for human habitation or any other industrial or commercial use: and
- 5. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin.

Advice Notes:

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act* 2011 and *Health Act* 2016, which are to be approved by the Shire of Gingin.
- Note 4: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.



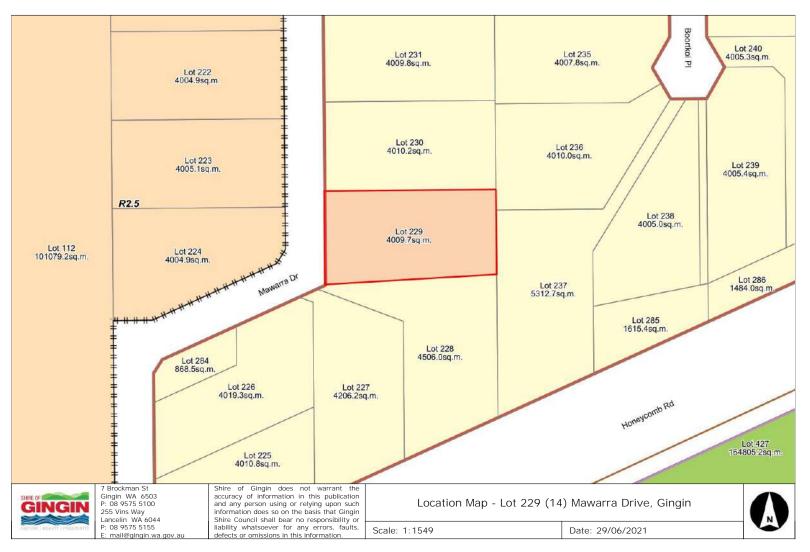
Note 5: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property.

CARRIED UNANIMOUSLY 8 / 0

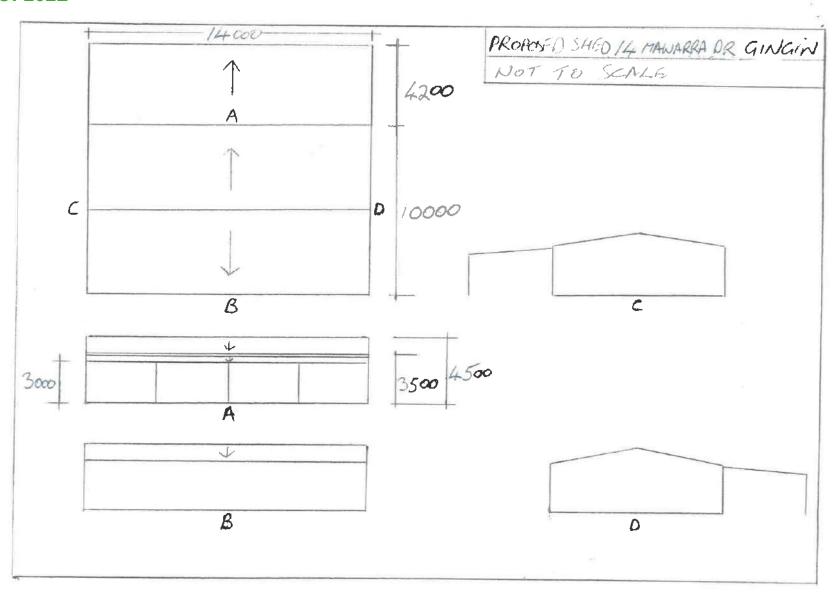
FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

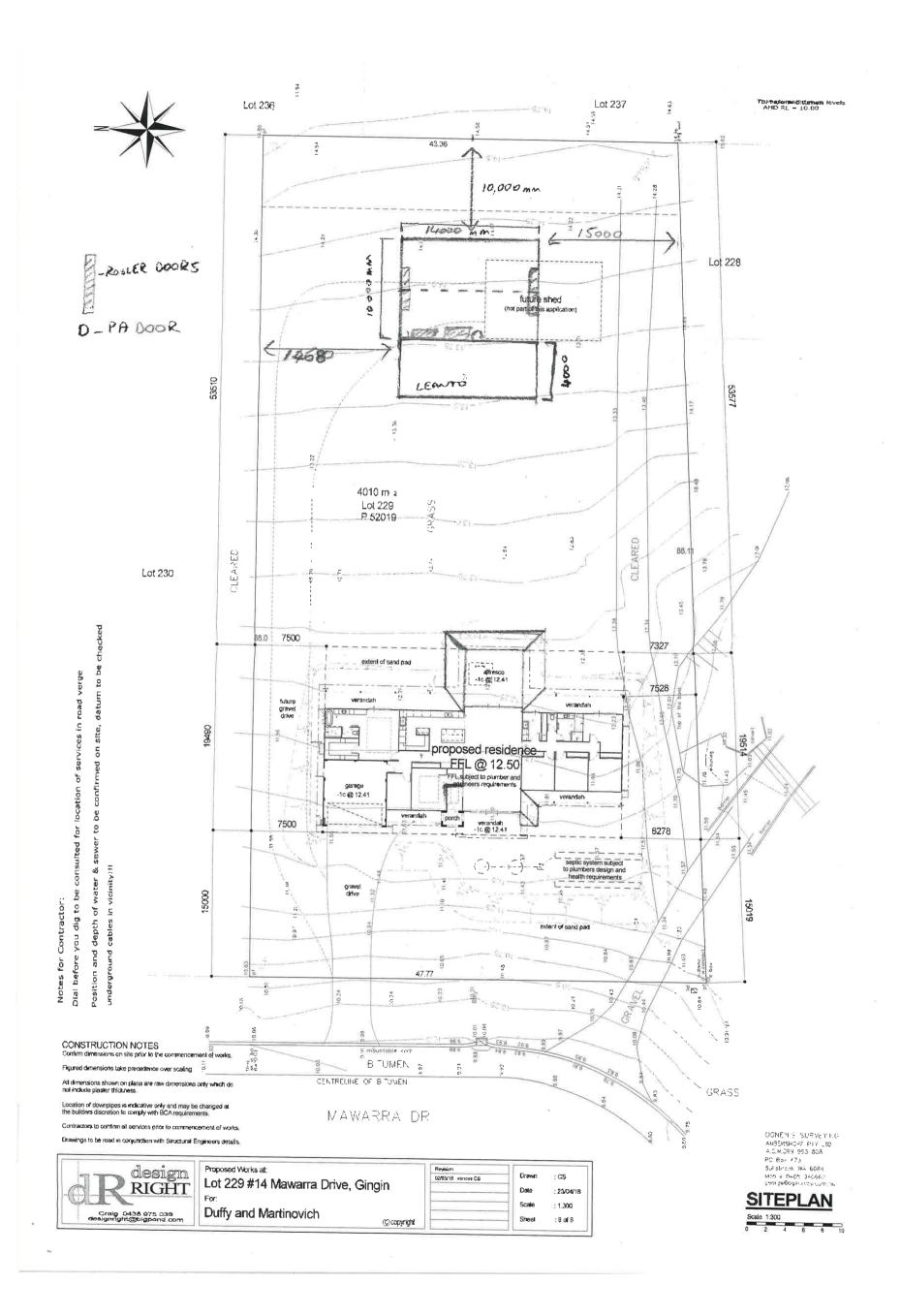
Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: //i/











13.7 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED CHANGE OF USE FROM FIRE RESCUE AND EMERGENCY STATION TO COMMUNITY PURPOSE (OPPORTUNITY SHOP) ON LOT 148 (13) ROBINSON STREET, GINGIN

File	BLD/7041	
Applicant	Trevor Philips – Gingin Community Opportunity Shop (Treasure	
	Trove)	
Location	Lot 148 (13) Robinson Street, Gingin	
Owner	Shire of Gingin	
Zoning	Residential 10	
WAPC No	NA	
Author	James Bayliss – Statutory Planning Officer	
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development	
	Services	
Refer	21 May 2019 - Item 11.1.5	
Appendices	1. Location Map - Lot 148 (13) Robinson Street, Gingin	
	[13.7.1 - 1 page]	
	2. Aerial Map - Lot 148 (13) Robinson Street, Gingin [13.7.2 - 1 page]	
	3. Applicant's Proposal [13.7.3 - 4 pages]	
	4. Schedule of Submissions and Recommended Responses [13.7.4 - 1 page]	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a change of use from 'Fire and Rescue Purposes' to 'Community Opportunity Shop' on Lot 148 (13) (Reserve 42929) Robinson Street, Gingin.

BACKGROUND

Council, at its meeting on 21 May 2019, resolved to approve a request from the Gingin Community Op Shop Inc (Treasure Trove) to lease the Gingin Fire and Rescue Building, once vacated, subject to public advertising and no adverse submissions being received.

The Shire's Community Services Department has liaised with the Department of Planning, Lands and Heritage (DPLH) to have the reserve purpose changed from 'Fire and Rescue Purposes' to 'Community Purposes' to enable this development proposal to proceed.





The subject land is 1,183m² in area and abuts residential zoned land to the west with land to the north and east zoned 'public use'. The site currently accommodates two buildings, both of which will be used as part of the Community Op Shop.

Although Council has previously confirmed that the Treasure Trove can use the site, this application seeks to formalise the change of use from a planning approval perspective.

The proposal includes the following works:

- The existing building facade will be amended to replace two large roller doors with shop front glazing and double entry doors;
- The installation of a verandah across the aforementioned area;
- The existing toilet will be renovated to comply with the requirements for a universal access facility;
- The internal door openings will be formed or adjusted to suit wheelchair access;
- The parking area will be revised to cater for a disabled bay; and
- Vehicle access and manoeuvring areas will be modified to ensure that adjoining land is unaffected by the development.

The proposed opening hours are between at 9am – 12pm, Monday to Saturday. The number of volunteer staff onsite at any time will vary between 3 - 4 and it is anticipated that between 4 - 5 customers may be present onsite during peak periods.

A location plan and aerial photograph are provided as **Appendix 13.7.1** and **Appendix 13.7.2** respectively.

The applicant's proposal is provided as **Appendix 13.7.3.**

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015.* The Shire received two submissions within the timeframe, both general comments from the same submitter.

The matter raised relates to stormwater runoff flowing from the property onto Robinson Street, which then affects the submitter's property. This concern can be addressed via a condition of approval, however some runoff from crossover widening is inevitable.

A copy of the Schedule of Submissions and Recommended Responses is provided as **Appendix 13.7.4**.





PLANNING FRAMEWORK

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

Local Planning Scheme No. 9 (LPS 9)

The subject land is zoned Residential 10 under LPS 9, the objectives of which are to:

- a) Provide for a range of housing types and encourage a high standard of residential development;
- b) Maintain and enhance the residential character and amenity of the zone;
- c) Limit non-residential activities to those of which the predominant function is to service the local residential neighbourhood and for self-employment or creative activities, provided such activities have no detrimental effect on the residential amenity; and
- d) Ensure that the density of development takes cognisance of the availability of reticulated sewerage, the effluent disposal characteristics of the land and other environmental factors.

The use class 'shop' is an 'A' use within the residential zone, which means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with clause 64 of the Deemed Provisions.

It should be noted that objective (c) above is relevant to this proposal given that the development is not viewed as being a residential land use. The officer is of the view that the predominant function of the op shop is to service the community, and adverse amenity impacts on surrounding landowners are not anticipated given the modest scale of the development.

Setbacks

LPS 9 outlines that development on residential zoned land is to be set back as per State Planning Policy 7.3 - Residential Design Codes of Western Australia (R-Codes). The proposed additions have been adequately set back from all lot boundary to ensure compliance with the R-Codes.



Parking and Access

Access to the property is derived from an existing crossover which is wider than a typical residential crossover given emergency service vehicles currently utilise the site. The proposal seeks to widen the crossover/driveway further to allow access to the rear of the property without traversing the lot boundary, which currently occurs with land to the east. While it is not ideal to create further hardstand in terms of water runoff, the officer recognises that options are limited to lawfully enable access the rear of the property without encroaching onto adjoining land.

The development provides 5 parking bays at the rear of the property, with an ability to also cater for 3 bays at the front of the building. Loading and unloading of goods will occur infrequently and can be accommodated from either the front or rear of the property when the shop is closed to patrons.

Clause 4.7.2.3 of LPS 9 states:

"Except with the approval of local government, a person shall not use or develop land for a purpose specified in Column 1 of Table 3 unless provision is made on the site for a number of car parking spaces not less than the number calculated in accordance with Column 2 of that Table shown opposite that purpose"

Development Overview			
Use	Capacity	Required Bays	Provided Bays
Shop	Gross leasable area: ~243m².	1 per 20m² gross leasable area: 12 car bays	8 car bays
			4 car bay shortfall

Based on the above assessment the proposed development has a shortfall of 4 bays. When considering the anticipated number of volunteer staff onsite (3-4) and patrons (4-5) at any one time, the provision of 8 car bays is viewed as being adequate.

Summary

The officer is of the view that the subject land can accommodate the proposed Community Op Shop, provided that appropriate planning conditions are in place to ensure off site impacts can be controlled in a manner that will not adversely affect the amenity of the area and will uphold the objectives of the Residential zone.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Shire of Gingin Local Planning Scheme No. 9.





POLICY IMPLICATIONS

State Planning Policy 7.3 - Residential Design Codes of Western Australia

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure & Development
Objective	3. To effectively manage growth and provide for community through the delivery infrastructure in a financially responsible manner.
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes.
Key Service Area	Building and Planning Permits
Priorities	Infrastructure & Development

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council grant Development Approval for a proposed change of use from 'Fire and Rescue Purposes' to 'Community Opportunity Shop' on Lot 148 (13) (Reserve 42929) Robinson Street, Gingin subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in blue ink by the Shire, unless otherwise conditioned in this Approval;
- 2. Stormwater from all new structures shall be collected and contained onsite to the satisfaction of the Shire of Gingin;
- 3. Prior to commencement of the approved use, the internal access way, car parking and maneuvering areas shall be constructed, sealed and line marked in accordance with the approved plans and maintained in a good condition thereafter to the satisfaction of the Shire of Gingin;
- 4. Goods or materials shall not be permanently stored within the areas dedicated to parking, landscaping or vehicle manoeuvring; and
- 5. The approved development can only operate between the following hours:



Monday - Saturday: 9:00am to 12:00pm.

Advice Notes:

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 4: This planning approval shall not be construed as an approval or support of any kind for any other planning related application on the subject land.
- Note 5: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.
- Note 6: This approval does not authorise any interference with dividing fences, nor entry onto neighbouring land. Accordingly, should you wish to remove or replace any portion of a dividing fence, or enter onto neighbouring land, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.
- Note 7: The operation is required to comply with the *Environmental Protection (Noise) Regulations 1997.*

SUBSTANTIVE MOTION WITH AMENDMENT

Add Advice Note 8.

MOVED: Councillor Vis SECONDED: Councillor Johnson

That Council grant Development Approval for a proposed change of use from 'Fire and Rescue Purposes' to 'Community Opportunity Shop' on Lot 148 (13) (Reserve 42929) Robinson Street, Gingin subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in blue ink by the Shire, unless otherwise conditioned in this Approval;



- 2. Stormwater from all new structures shall be collected and contained onsite to the satisfaction of the Shire of Gingin;
- 3. Prior to commencement of the approved use, the internal access way, car parking and maneuvering areas shall be constructed, sealed and line marked in accordance with the approved plans and maintained in a good condition thereafter to the satisfaction of the Shire of Gingin;
- 4. Goods or materials shall not be permanently stored within the areas dedicated to parking, landscaping or vehicle manoeuvring; and
- 5. The approved development can only operate between the following hours:

Monday - Saturday: 9:00am to 12:00pm.

Advice Notes:

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act* 2011 and *Health Act* 2016, which are to be approved by the Shire of Gingin.
- Note 4: This planning approval shall not be construed as an approval or support of any kind for any other planning related application on the subject land.
- Note 5: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.
- Note 6: This approval does not authorise any interference with dividing fences, nor entry onto neighbouring land. Accordingly, should you wish to remove or replace any portion of a dividing fence, or enter onto neighbouring land, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.
- Note 7: The operation is required to comply with the *Environmental Protection (Noise) Regulations 1997.*



Note 8: The change of use is to be enacted by the Treasure Trove following vacation of the premises by the Gingin Fire and Rescue Services and Gingin South Volunteer Fire Brigade, subject to the terms of the lease in place at the time.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: //i/

Reason for Amendment

Council was of the view that the resolution should make it absolutely clear that occupation of the premises by The Treasure Trove cannot occur until such time as it has been vacated by the Gingin Fire and Rescue Service and the Gingin South Volunteer Bush Fire Brigade.





James Bayliss

From: Trevor Phillips < phillipsqs@iinet.net.au>
Sent: Monday, 14 September 2020 12:38 PM

To: James Bayliss
Cc: Kate Watson

Subject: Fire Station, Robinson Street

To Shire of Gingin Planning Department,

Dear Sir/Madam,

OCCUPATION OF THE EXISTING FIRE STATION BY THE GINGIN COMMUNITY OP SHOP

Following discussions with the Shire tacit approval has been given for the Op Shop to occupy the Fire Station when the fire service is relocated to the new Incident Control Centre.

It is understood that prior to this happening a change of use has to be approved and this email will hopefully address the information required in order that no delay is experienced to this process. At the changeover the Fire Station will be modified to make it solely into an Op Shop with the following amendments taking place:

- The facade will be amended to replace two large roller shutters with shop front glazing and double entry doors
- A verandah will be installed across the aforementioned area
- The existing toilet will be amended to comply with the requirements for a Universal Access Toilet
- · Internal door openings will be formed or adjusted to suit wheelchair access
- · A designated parking area for the disabled will be allocated

In general terms it is our intention to create an attractive facility for our customers without causing any anxiety to the local residents.

Our opening hours will remain unchanged at 9 am - 12 noon, Monday to Saturday inclusive. The number of volunteer staff, at any time, will vary from 3-4 and our expectation is that the number of potential customers will be similar to our present flow, an average of 4-5 at any occasion. Whilst it is difficult to quantify, it is estimated that the average time spent by customers in the shop will be 5 minutes, with a maximum of 15 minutes on rare visits.

We are aware that the Health Department, for the purposes of septic disposal, may wish to be appraised of the above information and it would be appreciated if this email could be forwarded to them.

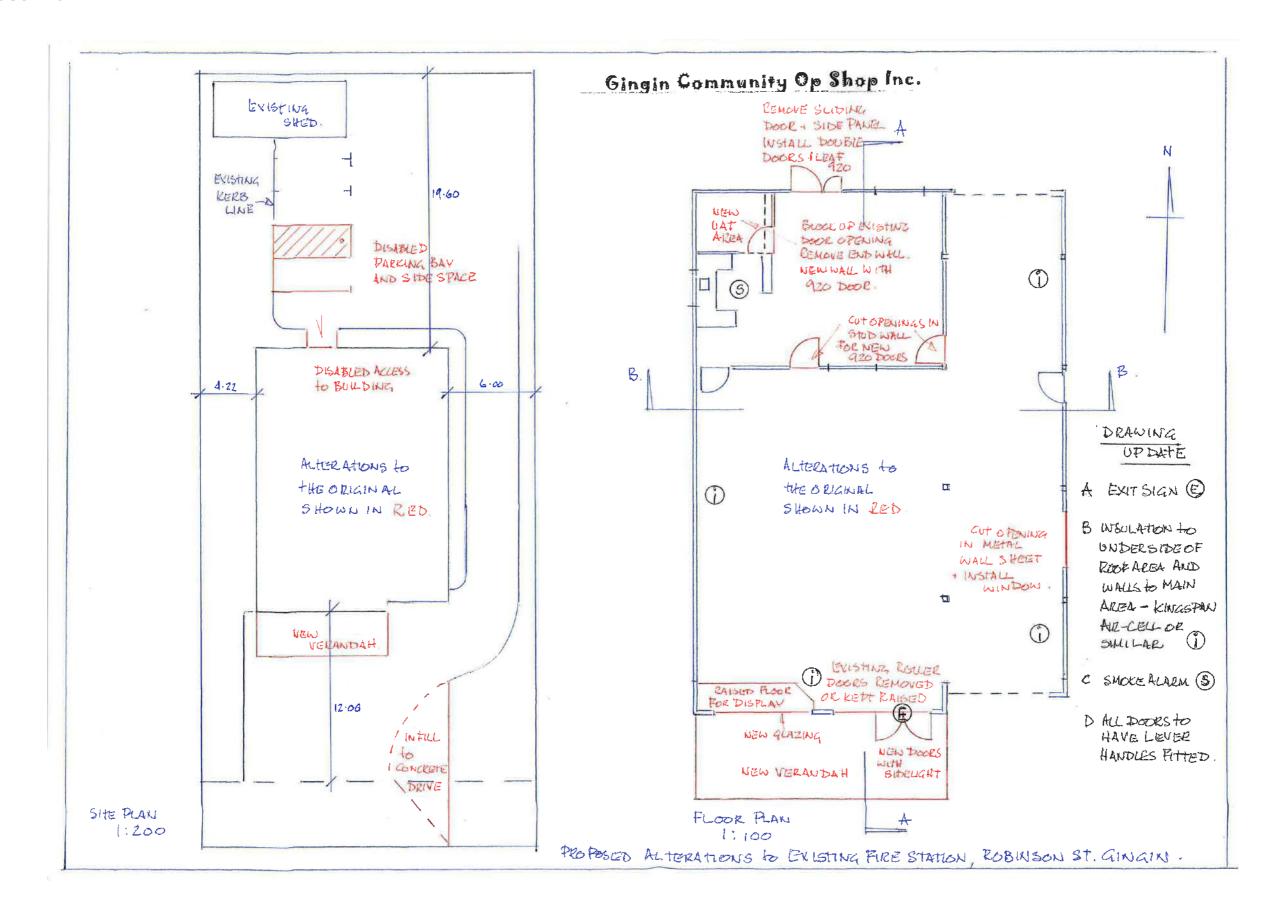
We have a preliminary set of marked up plans that may assist with your process, please let me know if you require them and I can have them delivered to the Shire office.

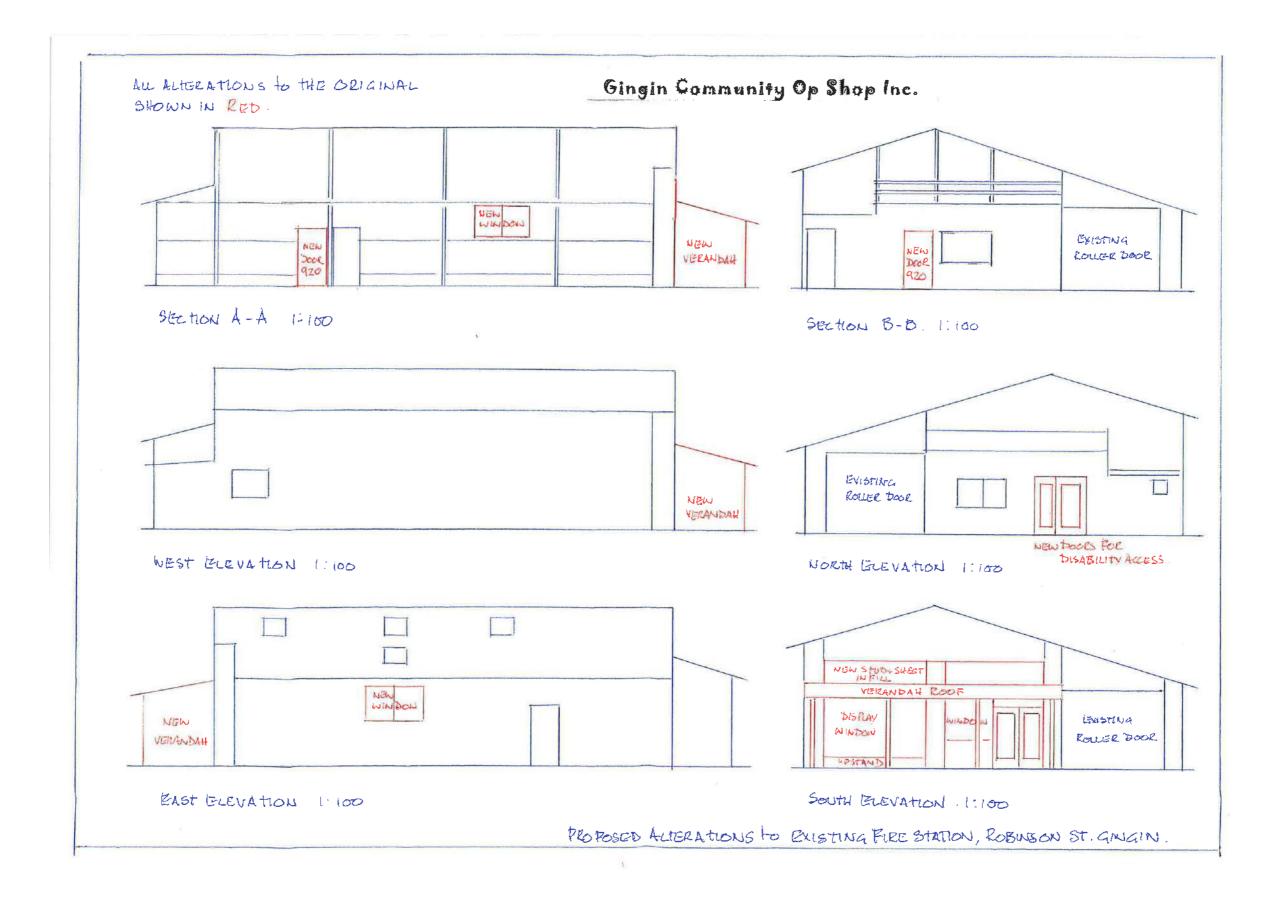
Should you have any comments or queries please do not hesitate to get in touch with me, i'll assist in any way I can.

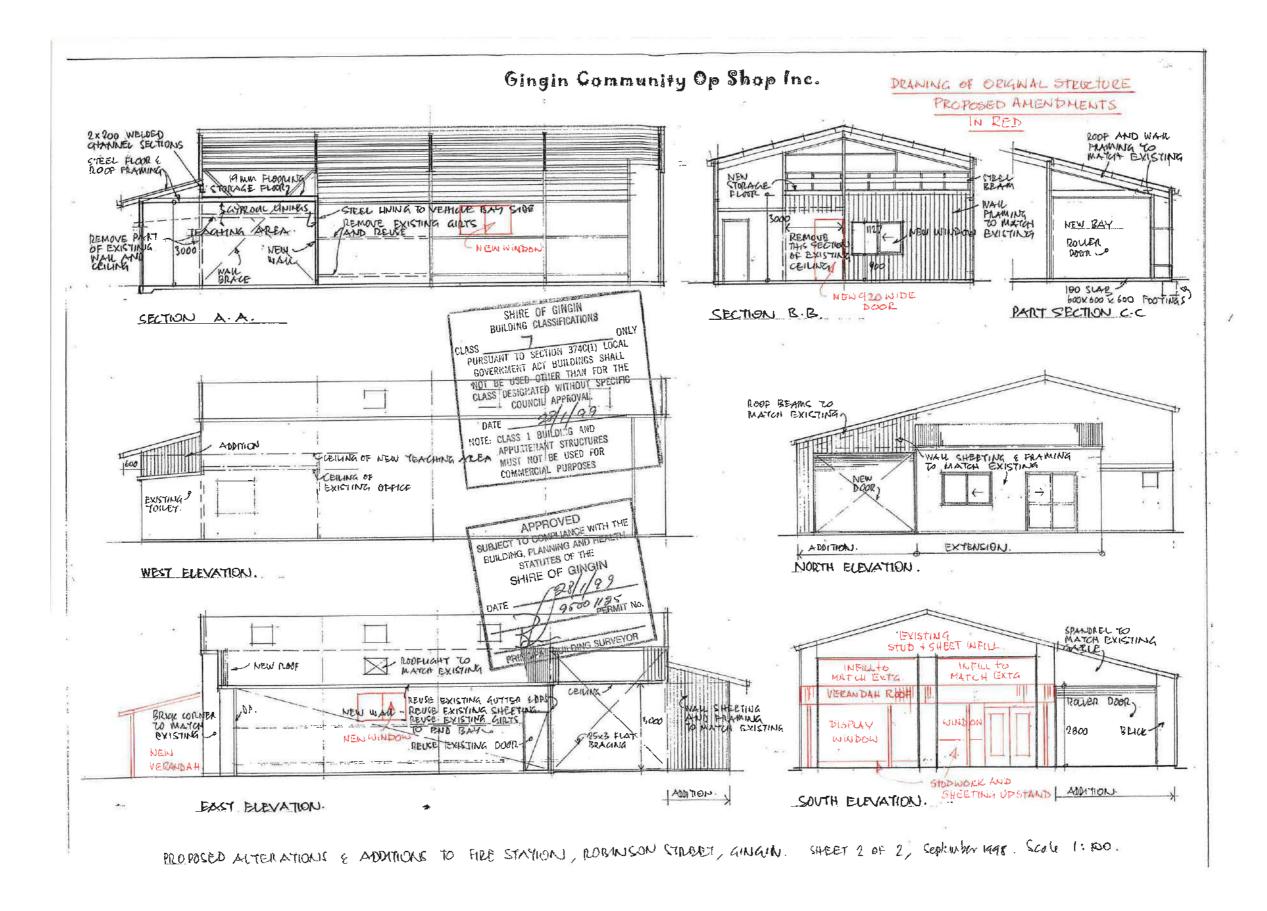
Kind regards,

Trevor Phillips , Secretary Building Steering Committee

1







SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED CHANGE OF USE FROM FIRE STATION TO SHOP (GINGIN COMMUNITY OP SHOP) ON LOT 148 (13) ROBINSON STREET, GINGIN

No.	Submitter	Submission details	Recommended response
1	Ratepayer	The submitter does support the proposal and provides the following general comment:	
		"All downpipes to be firmly installed into underground drainpipes running along Robinson Street to prevent any run-off or excessive water flow off the driveway causing overflow into our property. The Shire have been made aware of our concerns on previous occasions. Especially when there is a deluge of rain.	Noted. Stormwater retention from new structures can be incorporated into conditions of approval. Drainage issues associated with Robinson Street more broadly are beyond the
		Our only concern is to do with drainage. Already with downpours the road floods and then tends to overflow down into our property. With more cement out the front and more roof area there needs to be more road drainage and stormwater runoff. We spoke to Water Corp and sent an email to the Shire a few weeks ago about a broken stormwater pipe at the above property and have had no response? Please consider more road drainage."	limitations that can be imposed on the development through conditions.



13.8 APPLICATION FOR DEVELOPMENT APPROVAL - OUTBUILDING AT LOT 241 (62) DARCH TRAIL, GABBADAH

This matter was brought forward for consideration as one of the first items of business at the meeting – see page 9.

File	BLD/7316	
Applicant	J & T Nowland	
Location	Lot 241 (62) Darch Trail, Gabbadah	
Owner	J & T Nowland	
Zoning	Rural Living	
WAPC No	NA	
Author	Matthew Tallon – Statutory Planning Officer	
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development	
Defer	Services	
Refer	Nil	
Appendices	 Location Plan, Aerial Imagery and Proposed Plans [13.8.1 - 6 pages] 	
	2. Schedule of Submissions and Recommended Responses [13.8.2 - 1 page]	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed Outbuilding on Lot 241 (62) Darch Trail, Gabbadah.

BACKGROUND

The subject lot is zoned Rural Living with an area of 1ha and has a current Building Permit for a Single House as indicated on the proposed plans.

The proposed outbuilding is 12 metres in length and 9 metres in width with a wall height of 3 metres and an overall height of 4.2 metres.

The proposal seeks a variation to 'Table 2- Site requirements' under Local Planning Scheme No. 9 (LPS 9) with respect to lot boundary setbacks, being 10 metres in lieu of the recommended 20 metre setback that applies to the Rural Living zone.

The proposed outbuilding has no ability for vehicles to enter the structure, however the applicant has advised that it is proposed for storage and a roller door may only be contemplated in the future due to costs.



A location plan, aerial imagery and the applicant's proposal are provided as **Appendix 13.8.1.**

Stakeholder Consultation

As the proposal seeks a variation to Table 2, specifically the lot boundary setback, the application was advertised to the adjoining landowner on that boundary for a period of 14 days in accordance with clause 64 of the Deemed Provisions.

During this timeframe, the adjoining landowner(s) provided a submission against the proposal. The Schedule of Submissions is provided as **Appendix 13.8.2.**

PLANNING FRAMEWORK

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

The subject land 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 for a suitable level of physical and community infrastructure.

The intent of the application as proposed is in line with the objectives of the Rural Living zone.

Setbacks

As noted in the Background of this report, the proposal seeks a variation to the side lot boundary setback of 10 metres in lieu of 20 metres. The applicant has advised that the setback variation is sought due to the issues experienced with the soil and cost of excavating areas of rock, clearing vegetation and suitable locations for a septic system associated with the toilet inside the outbuilding.





The following Development Standards of the Rural Living zone are deemed relevant to the proposal:

4.8.5.7 The siting and design of any buildings on any lot should not significantly impact on the natural vegetation or visual landscape amenity of the site.

Officer comment

The subject lot is 1ha in area making the siting of development in accordance with the setback provisions achievable. However, in noting the applicants comments regarding the costs and ability to locate the development in accordance with recommended setbacks has proved problematic, specifically with respect to costs. Although costs are not a consideration for Planning the application is assessed on the basis of its scale, siting, and design.

The outbuilding is located slightly forward of the neighbouring dwellings building line and will be visible from the front of that dwelling. This is not unexpected within the Rural Living zone given its open landscape and rural style fencing. The outbuilding is small in area and low in height which does not impact on the visual landscape amenity of the site.

Design of Outbuilding

As noted in the Background of this report, the officer recognises that the outbuilding appears more like a small open plan dwelling, particularly as there is no roller door and it has windows and a toilet. This was queried with the applicant/landowner, who advised that the structure required for the storage of tools and equipment during the construction stage of the dwelling, and that a roller door is not included as it attributes an additional cost that, due to the unforeseen cost of site works, cannot be met.

The officer notes that this is unusual, however is satisfied with recommending a condition prohibiting the use of the outbuilding as a habitable building or for commercial purposes. The Planning Department will follow up any offence in contravention of the recommended condition, should such occur.

While the proposed outbuilding seeks a 10 metre variation to the side lot boundary setback, it is not out of character in the locality and, given its small area and low height, does not contribute to any unreasonable built form impacts on the adjoining landowner. The adjoining landowner raised concerns with respect to privacy which are irrelevant for an outbuilding given its unhabitable nature.

Given the adjoining landowners concerns, the officer notes that there is a perceived impact on privacy and the visual landscape amenity. While setback provisions are not employed for privacy and residential enjoyment they are in place to uphold the visual landscape amenity of the zone. As such, the officer deems it appropriate to enforce a condition requiring the applicant to plant vegetative screening along the west facing wall of the outbuilding.





Summary

The overall scale of the proposal is minor and given the built form in the locality the officer is of the view that the proposed outbuilding is appropriate at a 10 metre lot boundary setback in lieu of 20 metres. As such the officer recommends that Council grant Development Approval, subject to appropriate conditions.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Gingin Local Planning Scheme No. 9 (LPS 9)

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes
Key Service Area	Building And Planning Permits
Priorities	N/A

VOTING REQUIREMENTS - SIMPLE MAJORITY



COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Balcombe

That Council grant Development Approval for a proposed Outbuilding with a reduced lot boundary setback at Lot 241 (62) Darch Trail, Gabbadah subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this Approval;
- 2. This approval is for an Outbuilding only as indicated on the approved plans;
- 3. The Outbuilding shall not be used for permanent human habitation or any industrial or commercial purposes;
- 4. Vegetative screening shall be established in accordance with the annotations made in RED INK on the approved plans and to the satisfaction of the Shire of Gingin;
- 5. The approved single house must be substantially commenced prior to the commencement of this approval;
- 6. The finished floor level (FFL) of the Outbuildingshall be set at the existing average natural ground level to the satisfaction of the Shire of Gingin; and
- 7. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin.

Advice Notes:

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005.*
- Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 1911*, which are to be approved by the Shire of Gingin.





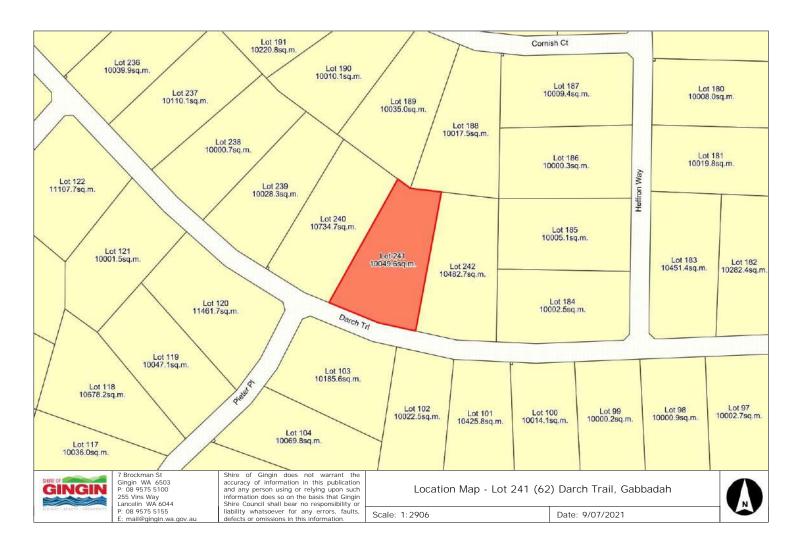
- Note 4: All noise from the property is required to comply with the *Environmental Protection (Noise) Regulations 1997.*
- Note 5: This approval does not authorise any interference with dividing fences, nor entry onto neighbouring land. Accordingly, should you wish to remove or replace any portion of a dividing fence, or enter onto neighbouring land, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.
- Note 7: 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 8: With respect to Condition 5, 'substantially commenced' means the development has been completed to plate height (i.e. concrete pad).

CARRIED UNANIMOUSLY 8 / 0

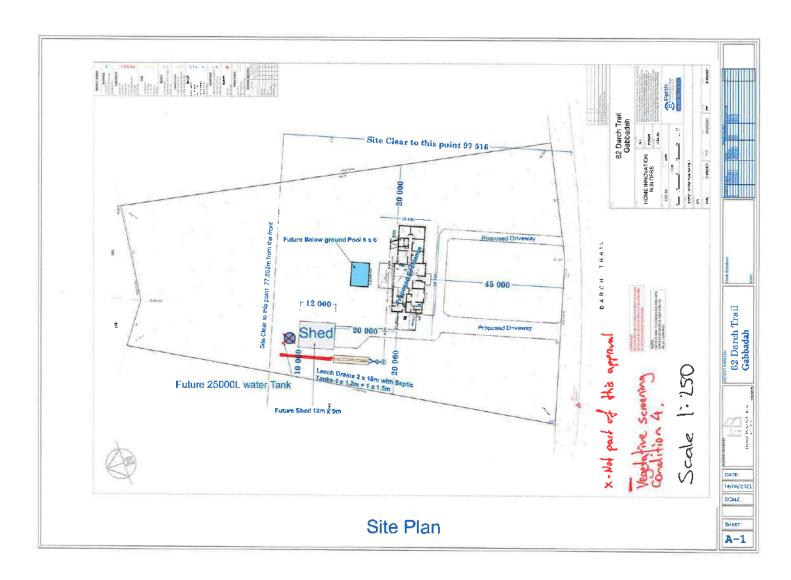
FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

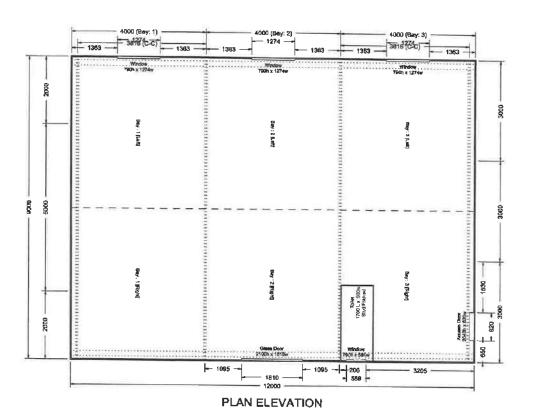
Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: //i/

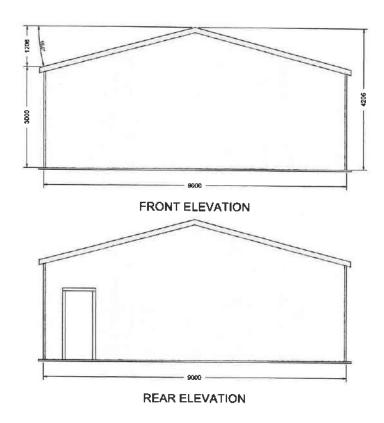




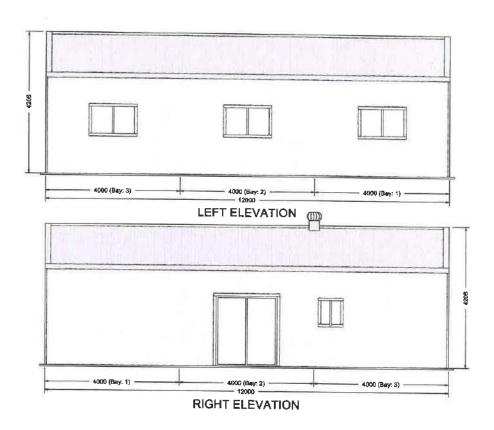














SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED OUTBUILDING ON LOT 241 (62) DARCH TRAIL, GABBADAH

No.	Submitter	Submission details	Recommended response
1.	Ratepayer	The submitter does not support the proposal and provides the following general comment:	The 20 metre let houndary authority related
		"In our desire for a "tree change" as we head into retirement, we carefully chose our property because it afforded us the privacy and space we wanted.	The 20 metre lot boundary setback relates to the landscape amenity for the area, not privacy. The landscape is open unless vegetated/landscaped otherwise.
		The requirement for a setback of 20 metres played a key part in our decision to purchase what we hope will be our ideal "Rural Living" home.	The submitters lot contains an Outbuilding setback 14 metres from this common lot boundary which would have been approved as a variation similar to the outbuilding in
		The fact that the established homes of our neighbours to the side and rear of our property are situated well beyond the setback	this application.
		requirement of 20 metres further convinced us that purchasing this property in Sovereign Hill Estate would secure us the retirement lifestyle we had planned for.	The proposed outbuilding is non-habitable and will screen a portion of the new dwelling from view of the submitters dwelling.
		Consequently, we do NOT support, and it is our strongest hope that council will NOT support the request to erect an Outbuilding with only a setback of 10 metres from our boundary."	Should the submitter seek to enhance privacy following the development of the previously vacant lot, they may explore landscape screening.



13.9 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED SOLAR PANELS (INCIDENTAL DEVELOPMENT TO THE EXISTING AGRICULTURE INTENSIVE) ON LOT 132 (1276) SAPPERS ROAD, NILGEN

File	BLD/6062	
Applicant	Keyes Ag Holdings Pty Ltd	
Location	Lot 132 (1276) Sappers Road, Nilgen	
Owner	John McKenzie - Keyes Ag Holdings Pty Ltd	
Zoning	General Rural	
WAPC No	NA	
Author	James Bayliss - Statutory Planning Officer	
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development	
	Services	
Refer	18 June 2019 - Item 11.3.4	
Appendices	1. Aerial Map - Lot 132 (1276) Sappers Road, Nilgen [13.9.1 - 1 page]	
	2. Location Map - Lot 132 (1276) Sappers Road, Nilgen [13.9.2 - 1 page]	
	3. Applicant's Proposal [13.9.3 - 8 pages]	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for the installation of solar panels associated with the existing Agriculture Intensive (Perennial Horticulture) use on Lot 132 (1276) Sappers Road, Nilgen.

BACKGROUND

At its meeting on 18 June 2019, Council resolved to approve an Agriculture Intensive (Perennial Horticulture) use on the subject land which is 306.9 hectares in area and abuts Sappers Road to the south and Nilgen Road to the west.

The overall area dedicated to irrigated horticulture is 276 hectares. Various development has occurred since commencement of the land use, such as the construction of a dam, ablution facilities and additional sheds.

The proposed development consists of six separate solar panel systems of varying scales dispersed over six locations on the property. Each separate system provides power to a bore pump which directs groundwater to a dam located centrally within the property. The dam is used to settle sediment within the water which is then irrigated over the site. Two of the development locations are situated within the lot boundary setback area, with the remaining systems located beyond the required 20 metre lot boundary setback.





The solar panel systems are approximately 4.5 metres in height above ground level when the solar panels are vertical, however generally operate at a maximum height of 4 metres when generating power.

An aerial photograph and location plan are provided as **Appendix 13.9.1** and **Appendix 13.9.2** respectively. The applicant's proposal is provided as **Appendix 13.9.3**

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme)* Regulations 2015. No submissions were received.

The application was also advertised to Western Power and the Department of Biodiversity, Conservation and Attractions (DBCA) for a period of 42 days in accordance with clause 66 of the *Planning and Development (Local Planning Scheme) Regulations 2015.* Western Power advised that the agency no longer provides comment on development applications and the DBCA did not provide a response.

PLANNING FRAMEWORK

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

The subject lot is zoned "General Rural" under LPS 9. The objectives of the General Rural zone are to:

- a) manage land use changes so that the specific local rural character of the zone is maintained or enhanced;
- b) encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;
- c) maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and
- d) provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.





Typically, a stand alone solar energy facility does not fit comfortably within a land use definition under LPS 9 and would be therefore be classified as a 'use not listed'. In this instance the facility is not stand alone, rather it is associated with (provides power to bore pumps) the predominant use of the land, being a 276 hectare agriculture intensive development.

Clause 3.3.3 of LPS 9 states:

"A change in the use of land from one use to another is permitted if —

d) The change is to an incidental use that does not change the predominant use of the land."

An incidental use is defined under LPS 9 as:

"A use of premises which is ancillary and subordinate to the predominant use"

Based on the above, the officer is of the view that the proposed solar panel systems are incidental to the predominate use of the land and are therefore permitted.

Setbacks

In accordance with 'Table 2 – Site Requirements' of LPS 9, all development shall be set back a minimum of 20 metres from all lot boundaries.

The south-eastern solar system (PB1) is located 4 metres from the lot boundary. The adjoining land is under the care and control of the DBCA which has provided no comment on the development. The adjoining land consist predominantly of vegetation, therefore the reduced setback will have negligible impact.

The southern system (PB2) is located 10 metres from the lot boundary. The abutting land to the south is Sappers Road, which consists of a 200 metre reserve that is heavily vegetated. The reduced setback will have negligible impact.

The remaining solar systems are all located beyond 20 metres from the lot boundaries.

Further Comments

Visual Amenity

The visual impact of the proposed solar systems (P1 and P2) from Sappers Road is largely screened from view as a result of existing vegetation located within the road reserve. The vegetation buffer is established and of a large enough scale to obscure the majority of the solar panels.





The remaining solar systems may be viewable from Nilgen Road, however they are set back in compliance with LPS 9 and the officer notes that this road reserve also contains vegetation which mostly obscures the built form of the development.

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 with PB 1, 2, 4 and 6 being located within the identified area. The proposed development is classified as a power generating source and is therefore a high-risk land use. This notwithstanding, the Department of Fire and Emergency Services (DFES) has previously advised that, given solar facilities do not involve employees on site for any considerable amount of time, the development is not considered an intensification of the land use and therefore the provision of a Bushfire Management Plan is not required.

Notwithstanding the above, the officer has discussed fuel loading and land maintenance with the applicant to ensure that combustible vegetation is unable to grow beneath the panels. The applicant confirms that annual maintenance works will ensure this does not occur. The officer has suggested that this obligation be imposed as a condition of approval.

Summary

The officer is of the view that the proposed development is incidental to the predominant use of the land and is therefore permitted. The subject site is able to accommodate the various solar panel systems subject to appropriate conditions.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Schemes) Regulations 2015

Local Planning Scheme No. 9

POLICY IMPLICATIONS

State Planning Policy 3.7 - Planning in Bushfire Prone Areas

BUDGET IMPLICATIONS

Nil





STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019 -2029

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka SECONDED: Councillor Johnson

That Council grant Development Approval for solar panels systems (incidental development to the existing Agriculture Intensive use) on Lot 132 (1276) Sappers Road, Nilgen subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;
- 2. This approval is for six solar panel systems only as indicated on the approved plans;
- 3. The solar panels are to be kept in good condition and made visually acceptable to the satisfaction of the Shire of Gingin for the life of the development; and
- 4. A minimum 7 metre clearance to combustible vegetation in the form of an Asset Protection Zone (APZ) is to be installed around each solar panel system. The APZ is to be managed in a low threat state, in accordance with the Guidelines for Planning in Bushfire Prone Areas.

ADVICE NOTES:

- Note 1: If you are aggrieved by 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: 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 must be carried out without further approval of the local government having first been sought and obtained.
- Note 4: Further to this approval, the applicant/landowner(s) may be required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and the *Public Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 5: This approval does not authorise any interference with dividing fences, nor entry onto neighbouring land. Accordingly, should you wish to remove or replace any portion of a dividing fence, or enter onto neighbouring land, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.
- Note 6: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.
- Note 7: Noise emissions from renewable energy facilities, including solar facilities, are required to meet the standards prescribed under the *Environmental Protection (Noise) Regulations 1997.*
- Note 8: All designs associated with the proposal are to comply with the requirements of the Civil Aviation Safety Authority (CASA).
- Note 9: The Guidelines for Planning in Bushfire Prone Areas can be found at the following link: https://www.dplh.wa.gov.au/information-and-services/state-planning/bushfire-planning/state-planning-policy-3-7-and-guidelines.

CARRIED UNANIMOUSLY

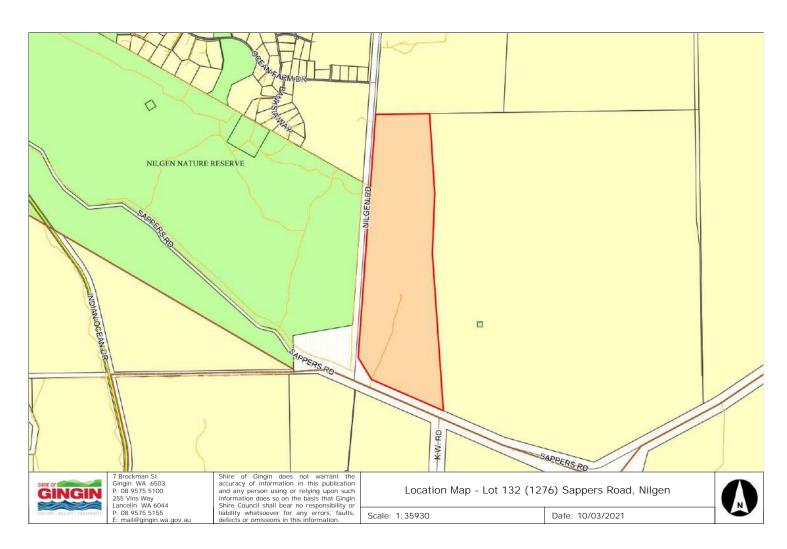
8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ///





KEYES AG HOLDINGS PTY LTD

ABN: 86 624 763 757 Suite 2, 462-468 Banna Avenue, Griffith NSW 2680 PO Box 874, Griffith NSW 2680

Chief Executive Officer Shire of Gingin 7 Brockman Street Gingin WA 6503

10 June 2021

Re: Application for Development Approval – Solar installation for incidental use for an Orchard Irrigation System – Lot 132 Sappers Rd, Nilgen WA 6044

Dear Sir/Madam

Keyes Ag Holdings is applying for council support to install solar systems on the above-mentioned property at individual locations within the property boundary to support the orchard irrigation system. This is both an economic and environmental decision as our business requires the majority of electricity use when the opportunity for solar generation is at its greatest. The development is an incidental use to the current land approval for this site.

Due to the hydrogeology of the areas, our development requires numerous groundwater bores for effective orchard operation and our intention is to support a selection of these with an individual solar installations directly adjacent to the bore as shown in the site map attached as agreed upon with our hydrogeology consultant. With the average distance between each bore in excess of 300 meters, individual installations are unavoidable. We are requesting that 2 locations are partially positioned within the 20-meter setback area as shown as BPB1 and BPB2 in the site map.

All installations will be ground mounted with galvanised posts pole driven into the ground 2.1 meters deep with no concrete required, thus there are no footings drawings. The whole system, including post, can be removed at end of life. This infrastructure is rated for 150km/hr winds.

We are requesting that two sites are permitted within the 20 meter boundary setback for the orchard due to;

- 1. Both structures can be removed at end of life,
- The neighbouring area is not used for agricultural, residential or business purposes, and is outside of any council construction distance requirements,
- 3. PB1 be adjacent to boundary fence in the South Eastern corner of Lot 132 with the nature reserve as this area has an existing buffer for fire hazard to the East and this installation is only 9.5 meters wide, thus will still have a buffer of 10 meters for internal access and internal hazard reduction requirements,

KEYES AG HOLDINGS PTY LTD

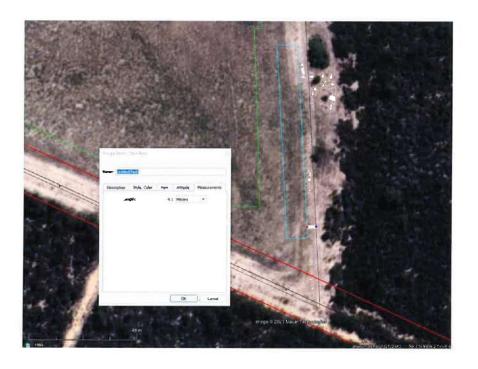
ABN: 86 624 763 757 Suite 2, 462-468 Banna Avenue, Griffith NSW 2680 PO Box 874, Griffith NSW 2680

Lot 132, 1276 Sapper Rd, Nilgen

Solar Array Locations - Boston Park

Solar Location - Bore 1

Requesting the array shown in blue to be placed within the orchard set back area 4 meters from the Eastern boundary with the Nature Reserve, shown by the black line. Green lines are the orchard block boundaries. Red line shows the Western Power easement access. Note we have ensured there is amply access on both sides of the boundary fence for fire protection requirements.



Solar array locations to set back areas - June 2021

Solar Location - Bore 2

Requesting array shown in blue to be placed 10 meters from the Lot boundary shown in black and outside the Wester Power's 10 meter easement access shown by the red line. Orchard boundaries shown in green set back 20 meters from Lot boundary.



Solar Location - Bore 4

This array shown in blue is positioned 26 meters from the Lot boundary and we are not seeking any exemptions for this installation. Positioned outside of the 10 meter Western Power access easement.



Solar Location - Bore 6

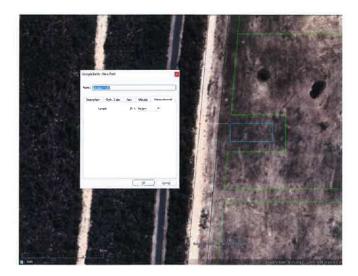
This array shown in blue is positioned 31 meters from the Lot boundary and we are not seeking any exemptions for this installation. Positioned outside of the 10 meter Western Power access easement. Located north of our orchard entrance off Nilgen Rd.



Solar array locations to set back areas - June 2021

Solar Location - Bore 7

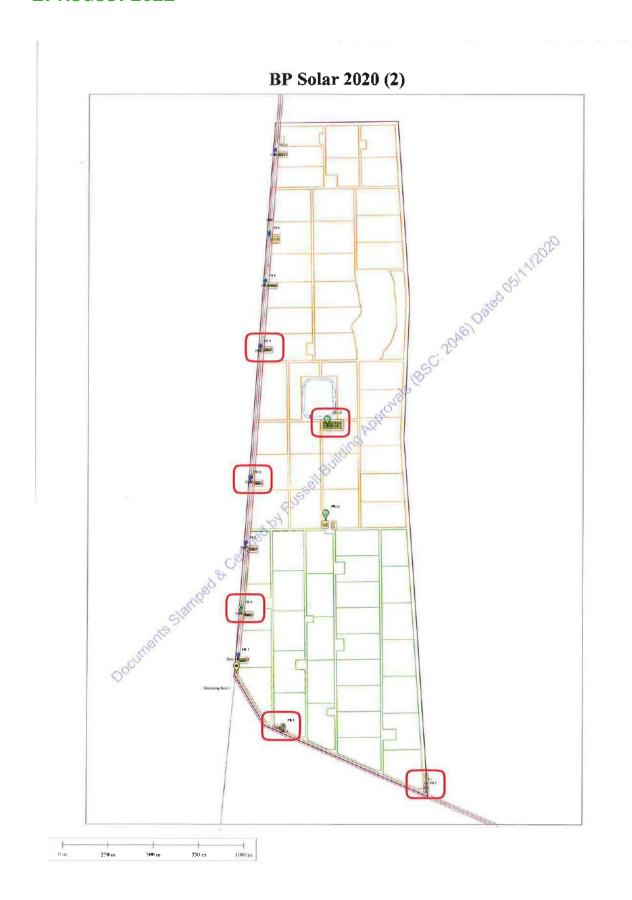
This array shown in blue is positioned 29 meters from the Lot boundary and we are not seeking any exemptions for this installation. Positioned outside of the 10 meter Western Power access easement. Located North of the dam pump site adjacent to the Nilgen Rd boundary.

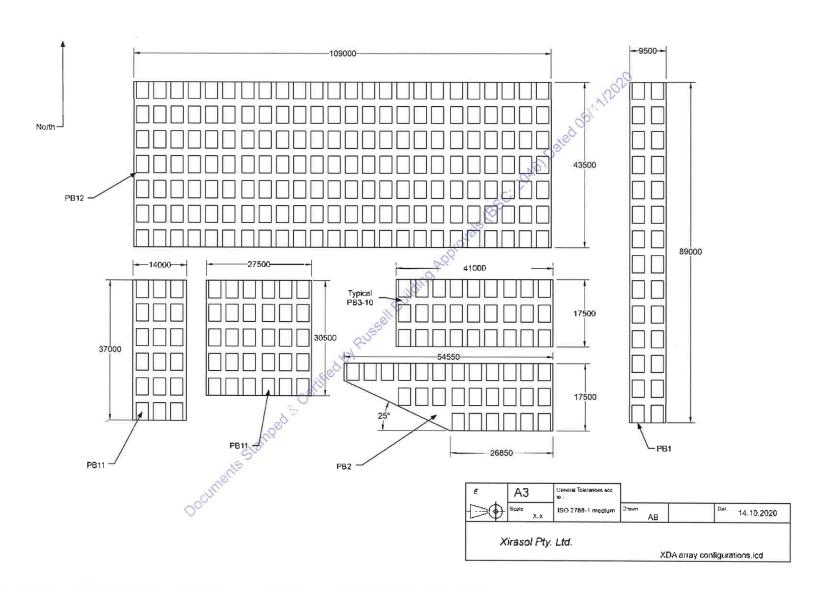


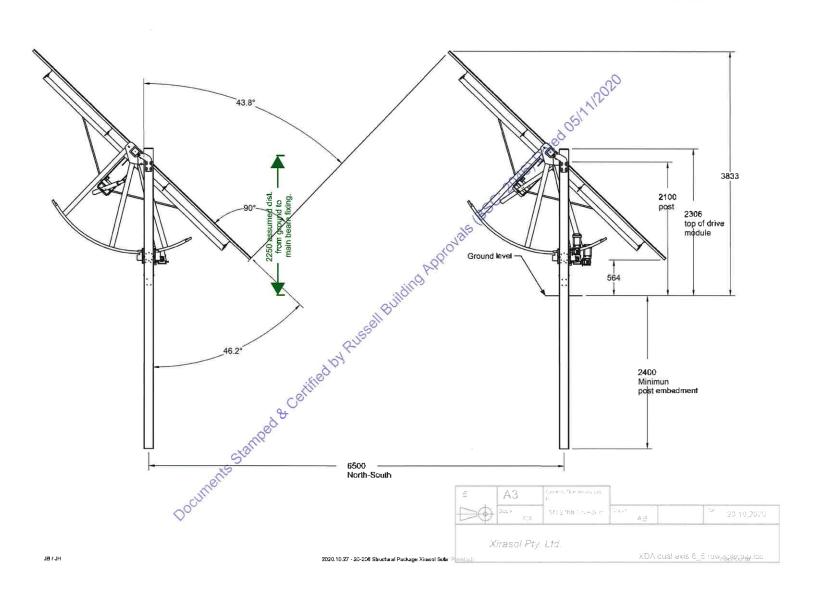
Dam site solar array is towards the centre of the orchard approx. 380 meters from the closest lot boundary and shown on the map supplied earlier to council.

End of document

Solar array locations to set back areas - June 2021









13.10 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED WAREHOUSE/STORAGE SHED AT LOT 13 PART 11 (35) GINGIN BROOK ROAD, COONABIDGEE

File	BLD/4910
Applicant	G Martinovich
Location	Lot 13 on Pt 11 (35) Gingin Brook Road, Coonabidgee
Owner	G Martinovich
Zoning	Rural Industry
WAPC No	NA
Author	Matthew Tallon – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Location Plan, Aerial Imagery and Proposed Plans [13.10.1 - 4 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed storage shed at Lot 11 of Strata Plan 036598 (35) Gingin Brook Road, Coonabidgee. The Application is being presented to Council for determination as it seeks a substantial lot boundary setback variation.

BACKGROUND

The subject lot is within the Coonabidgee (Frogmore) Rural Industry Estate in a higher density strata titled development which appears as rural industrial shops and warehousing uses. The landowner has recently extended the existing warehouse via a front office and rear patio to accommodate the needs of their construction business. Since that approval the landowner has been approached by another business to store materials, and therefore they are seeking to expand the storage capacity via a new separate storage shed onsite.

The proposed storage shed is 14m in length and 13m in width with a wall height of 5m and overall height of 7.2m. The proposed storage shed is set back 2m from the side (western) lot boundary in lieu of the required 20m. This is largely due to the fact that the development is proposed on a 3389m2 strata block as opposed to a 1ha lot as intended via the Rural Industry zoning.





The applicant notes that the two sheds are separated, as they will be used by two different operators and a trafficable area needs to be maintained. Notably this is influenced by the strata title arrangement on the parent lot. The officer notes that should Council determine to approve the development, it will not be deemed as approval or authorisation to create an additional lot (strata) in the future.

The new storage shed will be accessible via the existing sealed crossover from Gingin Brook Road.

The Location Plan, Aerial Imagery and Applicant's proposal are provided as **Appendix** 13.10.1.

COMMENT

Stakeholder Consultation

Due to the lot boundary setback variation, the application was advertised to the adjoining landowner for a period of 14 days in accordance with clause 64 of the Deemed Provisions.

No comments were received from the stakeholder.

PLANNING FRAMEWORK

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

The subject lot is zoned Rural Industry under LPS 9, the objective of which is:

a) provide for a range of industrial land uses on rural-living sized lots where people can work and live on the same property.

Notably this locality within the Coonabidgee Rural Industry Estate is comprised of industrial development with a built and survey strata lot arrangement. The officer notes that this arrangement (albeit approved) is inconsistent with the Rural Industry zone and is more representative of the Light Industry/Mixed Business zone.

The relevant development standards for the Rural Industry zone are noted below:

4.8.4.1 Lot sizes shall be between 1 and 4 hectares.

Comment

As noted above the subject lot is 3389m2 in area among 13 other strata titled lots within a 2.5ha parent lot. As such the existing development is at a greater density (with respect to lot area) than what was anticipated under the zoning. This is notably reflected via the applicant's proposal for a 2m lot boundary set back in lieu of 20m.





4.8.4.3 Refuse Storage Areas

All developments shall provide at least one refuse storage area readily accessible to service vehicles and screened from view from a public street by a close fence, wall or screen landscaping no less than 1.8 metres in height.

Comment

Noted, to be offered as a condition of approval should Council support the proposal.

4.8.4.4 Storage Yards

A person shall not use land for open storage purposes unless it is screened from public view by a fence or wall to the satisfaction of the local government.

Comment

Noted, to be offered as a condition of approval should Council support the proposal.

Rural Industry General Development Requirements

The Rural Industry zone applies a 20m development setback to the front, side and rear lot boundaries in accordance with the low-density development sought upon initial estate subdivision and zoning.

As noted, the proposal consists of a setback variation of 2m in lieu of 20m, which is substantial. This variation is influenced by the small lot area with respect to what is anticipated for the Rural Industry zone. As such, meeting the site requirements for the zoning is impractical. The applicant has noted that the 6m separation between the existing and proposed development is required to allow for commercial vehicles to access and egress the site in forward gear.

Throughout the entirety of the strata plan, the development density and built form matches that of a Light Industry/Mixed Business zone. This subdivision may have been influenced by the absence of industrial zoned land for the Gingin townsite. As such, this strata plan to some extent provides the only industrial sized and appropriately zoned land in proximity to the town.

In summary, while the proposal seeks a substantial variation to the Rural Industry zone development standard for lot boundary setbacks, it is in keeping with the built form of the locality fronting Gingin Brook Road.





Parking requirements

LPS 9 affords car parking requirements for specific land uses. In this instance the Warehouse/Storage land use is afforded a car parking requirement of 1 car parking space (cps) per 100m2 of gross leasable area.

The proposed Storage Shed is 184m2 in area and therefore requires 2 car parking spaces for the development.

Clause 4.7.2.1 of LPS 9 also notes the following:

- i. no land or buildings shall be developed unless provision is made for an area clear of the street for the purpose of loading or unloading goods or materials.
- ii. the local government will seek to ensure that the majority of servicing vehicles will be able to leave and enter the street in a forward direction.
- iii. parking, loading and unloading and access, complete with necessary drainage, signs and marking as required by the local government, shall be provided prior to any occupation of the development or at such time as may be agreed in writing between the local government and the developer.
- iv. external servicing areas shall be established and maintained to the satisfaction of the local government.

With respect to the above parking provisions the officer notes that there is substantial space for vehicle manoeuvring, access and unloading to the front and rear of the proposed storage shed. The subject lot is developed with substantial hardstand and an industrial standard crossover allowing suitable access and vehicle manoeuvring to both the existing and proposed development.

Strata Titling

While the subject lot is strata titled, the officer notes that the landowner will not be able to successfully strata title the new storage shed as a new part on the Strata Plan. The lot area does not meet the required 1ha minimum as prescribed under the development standards.

The existing strata title arrangement is not sufficient grounds to support further intensification of the strata title arrangement along Gingin Brook Road.

As such the officer acknowledges that the proposed storage shed will only have the capacity for lease arrangements. The above is summarised as an Advice Note in the officer's recommendation.





Summary

While the proposal seeks a major setback variation to the side lot boundary, the assessing officer has noted that the variation correlates to the existing built form arrangement attributed from a historic high density (with respect to the objectives of the zone) strata subdivision on the parent lot. As such, the proposal is consistent with the existing built form and the land use is compatible in its setting. The officer again notes that an approval for this proposal shall not be construed as support to create another strata title on the parent lot.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Gingin Local Planning Scheme No. 9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes
Key Service Area	Building And Planning Permits
Priorities	N/A

VOTING REQUIREMENTS - SIMPLE MAJORITY



COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka SECONDED: Councillor Vis

That Council grant Development Approval for a proposed Storage Shed at Lot 13 Pt 11 Gingin Brook Road, Coonabidgee subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this Approval;
- 2. This approval is for a Storage Shed only as indicated on the approved plans;
- 3. The finished floor level of the Storage Shed must be set at the existing natural ground level to the satisfaction of the Shire of Gingin;
- 4. The Storage Shed is not to be used for human habitation;
- 5. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin;
- 6. Two car parking bays must be line marked on the existing hardstand area to the satisfaction of the Shire of Gingin;
- 7. Refuse storage areas must be retained out of view from Gingin Brook Road to the satisfaction of the Shire of Gingin; and
- 8. The area fronting the approved storage shed shall not be used for open storage.

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: This approval is valid for a period of two years. If it is not substantially commenced within that period then the approval shall lapse.
- 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*, which is to be approved by the Shire of Gingin.

Note 5: This 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.

Note 6: Any proposal to create a new strata titled lot for the new storage shed will not be supported by the Shire of Gingin.

CARRIED UNANIMOUSLY 8/0

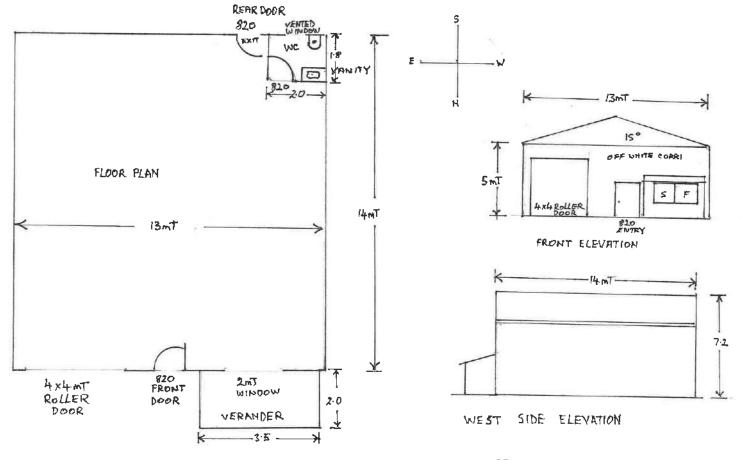
FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: //i/





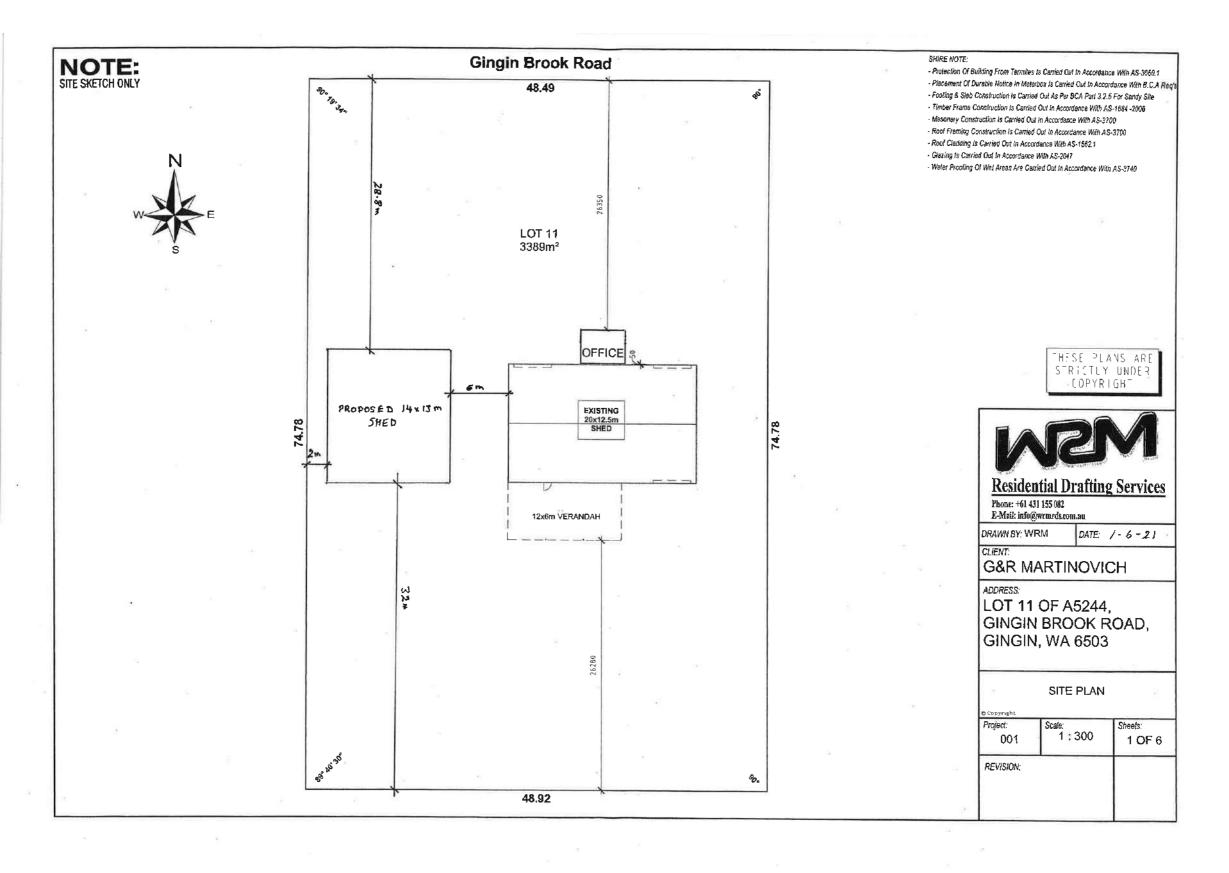


PROPOSED STORAGE SHED

LOCATED AT LOT 11 OF A 5244

GINGIN BROOK ROAD

FOR G+R MARTINOVICH





13.11 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED RURAL HOME BUSINESS (CABINETRY) ON LOT 1 (1498) GINGIN BROOK ROAD, MUCKENBURRA

File	BLD/7303
Applicant	Jason Glover
Location	Lot 1 (1498) Gingin Brook Road, Muckenburra
Owner	Jason Glover and Melanie Glover
Zoning	General Rural 20
WAPC No	NA
Author	James Bayliss – Statutory Planning Officer
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development
	Services
Refer	Nil
Appendices	1. Aerial Map - Lot 1 (1498) Gingin Brook Road,
	Muckenburra [13.11.1 - 1 page]
	2. Location Map - Lot 1 (1498) Gingin Brook Road,
	Muckenburra [13.11.2 - 1 page]
	3. Applicant's Proposal [13.11.3 - 6 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed Use Not Listed (Rural Home Business - Cabinetry) on Lot 1 (1498) Gingin Brook Road, Muckenburra.

BACKGROUND

The subject property is 11.8 hectares in area and accommodates an existing dwelling. The land contains a large section of vegetation in the northern and central portion of the property which will remain unaffected by the development. The site also contains existing and relatively mature landscaping along the perimeter of the property which screens the workshop from Gingin Brook Road.

The proposal consists of an outbuilding 32 metres in length and 12 metres in width which equates to an area of 384m². The outbuilding has a wall height of 5.6 metres tapering to a ridge height of 7 metres. The structure is set back 95 metres from the front (southern) lot boundary and 88 metres from the side (eastern) lot boundary.





The applicant seeks to use a portion of the outbuilding for cabinetry works, however it should be noted that machinery associated with the farm will also be accommodated. On that basis it is difficult to provide an exact figure dedicated to the rural home business, however the officer has preferred to assume the entire workshop may be used at some point, mainly for storage of cabinets as opposed to workshop area.

An aerial photograph and location plan are provided as **Appendix 13.11.1** and **Appendix 13.11.2** respectively.

The applicant's proposal is provided as **Appendix 13.11.3**.

COMMENT

Stakeholder Consultation

The application was not advertised as the officer is of the view that neighbouring landowners are unlikely to be affected.

PLANNING FRAMEWORK

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

The subject lot is zoned "General Rural 20" under LPS 9. The objectives of the General Rural zone are to:

- a) manage land use changes so that the specific local rural character of the zone is maintained or enhanced;
- b) encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;
- c) maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and
- d) provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.

The use class 'rural home business' is defined under LPS 9, however is not referenced in the zoning table. It should be noted that the use class 'home business' is a 'P' permitted use within the GR zone.





The officer is of the view that a 'rural home business' was intended to be permitted within the GR zone, however an administrative oversight has omitted the use from the zoning table.

This notwithstanding, clause 3.4.2 outlines the process of dealing with land uses that are not listed in the Zoning Table as provided below:

"Clause 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 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 officer is of the view that the use is consistent with the objectives of the zone and is therefore permitted.

The definition of a 'Rural Home Business' under LPS 9 incorporates development standards which are outlined below with officer comments.

A business, service or profession carried out in a dwelling or on land around a dwelling by an occupier of the dwelling which –

(a) does not employ more than 5 people not members of the occupier's household;

The business does not employ more than 5 people.

(b) will not cause injury to or adversely affect the amenity of the neighbourhood;

The development is not anticipated to have a detrimental impact on the amenity of adjoining landowners or the greater locality.





(c) does not occupy an area greater than 200 square metres;

The proposed shed is $384m^2$ which exceeds the prescribed $200m^2$. It should be noted however that the shed will function as a multi-purpose area that will also be used for general farm storage and the housing of machinery and vehicles. On that basis the entirety of the floor area will not be dedicated to the cabinetry business.

The built form of the shed is relatively modest in the context of the GR zone and the significant setbacks from the lot boundary provide an adequate buffer to capture any potential impacts on surrounding properties. The officer is of the view that a variation to this provision is able to be supported in this instance.

(d) in relation to vehicles and parking does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood, and does not involve the presence, use or calling of more than 3 vehicles of more than 3.5 tonnes tare weight; and

The development will not attract clients to the property as the finished product is transported to the job site for installation. On the infrequent occasion that a client may attend the property to view a product, ample room is available for parking. No commercial vehicles are proposed, however the officer notes that vehicles greater than 3.5 tonnes tare weight would be prevalent within the GR zone.

(e) does not involve the use of an essential service of greater capacity than normally required in the zone;

The development will not generate the need for greater use of an essential service.

Setbacks

In accordance with 'Table 2 – Site Requirements' of LPS 9, all development shall be set back a minimum 20 metres from all lot boundaries. The proposed workshop is set back 95 metres from the front (southern) lot boundary and 88 metres from the side (eastern) lot boundary.

<u>Planning and Development (Local Planning Scheme) Regulations 2015 (Deemed Provisions)</u>

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matters are considered to be relevant with the Officer comments outlined below:





(m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;

Comment

The officer is of the view that the proposed development is compatible within the rural environment with regards to building bulk and scale. The outbuilding will appear as per any other shed located on GR zoned land. The use within the outbuilding is not common within the GR zone, however the officer notes that little to no adverse impact will occur.

Summary

The officer is of the view that the subject land can accommodate the proposed rural home business provided that appropriate planning conditions are in place.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015 Schedule 2 – Deemed provisions for Local Planning Schemes

Local Planning Scheme No. 9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure & Development
Objective	3. To effectively manage growth and provide for community through the delivery infrastructure in a financially responsible manner.
Outcome	3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes.
Key Service Area	Building and Planning Permits
Priorities	Infrastructure & Development





VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule SECONDED: Councillor Johnson

That Council grant development approval for a proposed Use Not Listed (Rural Home Business - Cabinetry) on Lot 1 (1498) Gingin Brook Road, Muckenburra subject to the following conditions:

- 1. This approval is for 'rural home business' only and shall comply with the definition prescribed under Local Planning Scheme No. 9 at all times, except for the extent of variation permitted as part of this approval; and
- 2. The Outbuilding shall not be used for human habitation.

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 must be carried out without further approval of the local government having first been sought and obtained.
- Note 4: Further to this approval, the applicant/landowner(s) may be required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and the *Public Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 6: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.
- Note 7: Local Planning Scheme No. 9 defines a Rural Home Business as follows:

A business, service or profession carried out in a dwelling or on land around a dwelling by an occupier of the dwelling which –

(a) does not employ more than 5 people not members of the occupier's household;





- (b) will not cause injury to or adversely affect the amenity of the neighbourhood;
- (c) does not occupy an area greater than 200 square metres;
- (d) in relation to vehicles and parking does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood, and does not involve the presence, use or calling of more than 3 vehicles of more than 3.5 tonnes tare weight; and
- (e) does not involve the use of an essential service of greater capacity than normally required in the zone.

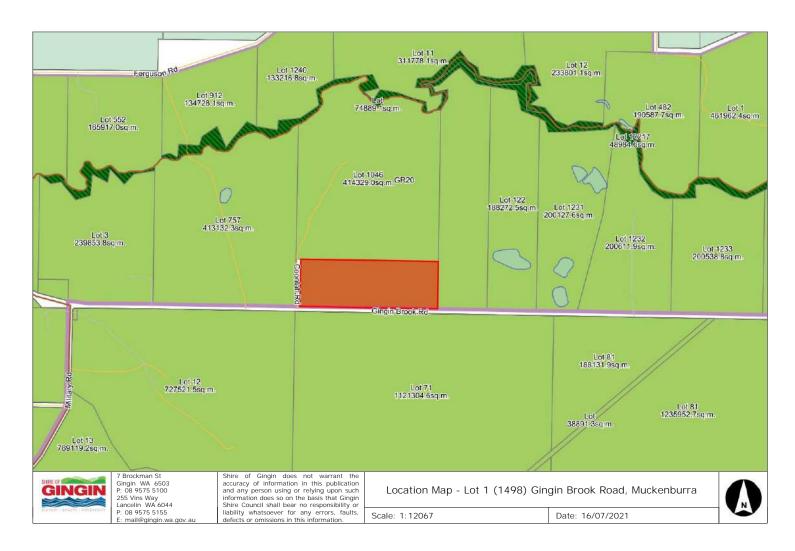
CARRIED UNANIMOUSLY 8 / 0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: N//





James Bayliss

From: MELANIE GLOVER <mel-jason@bigpond.com>

Sent: Friday, 16 July 2021 10:47 AM

To: James Bayliss
Subject: 1498 Gingin Brook Rd

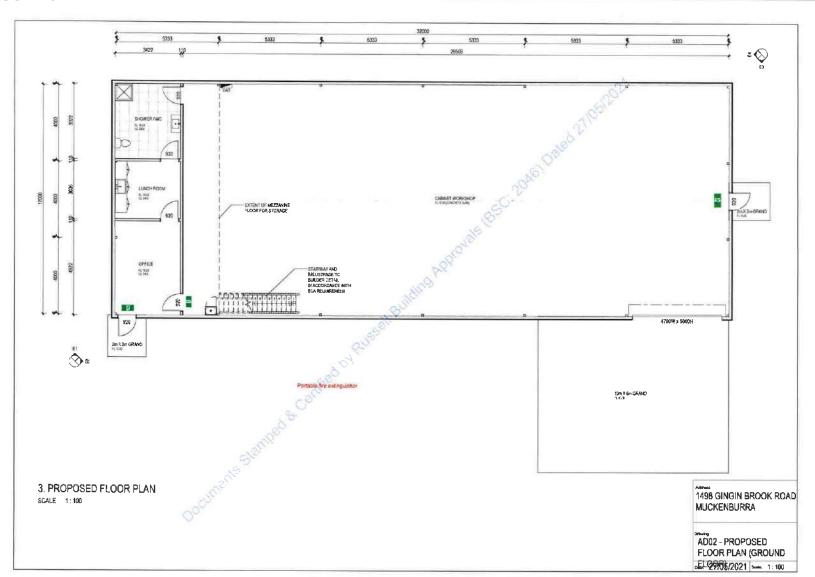
Hi James,

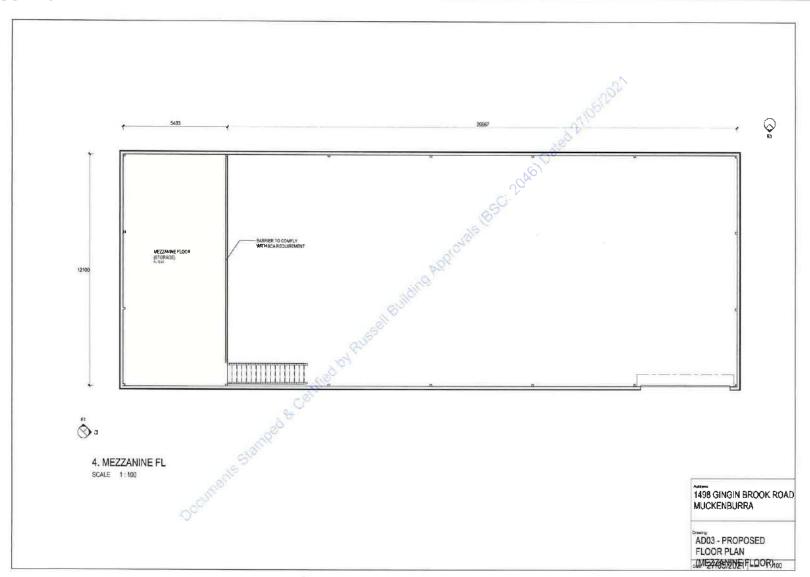
Application For Development Approval

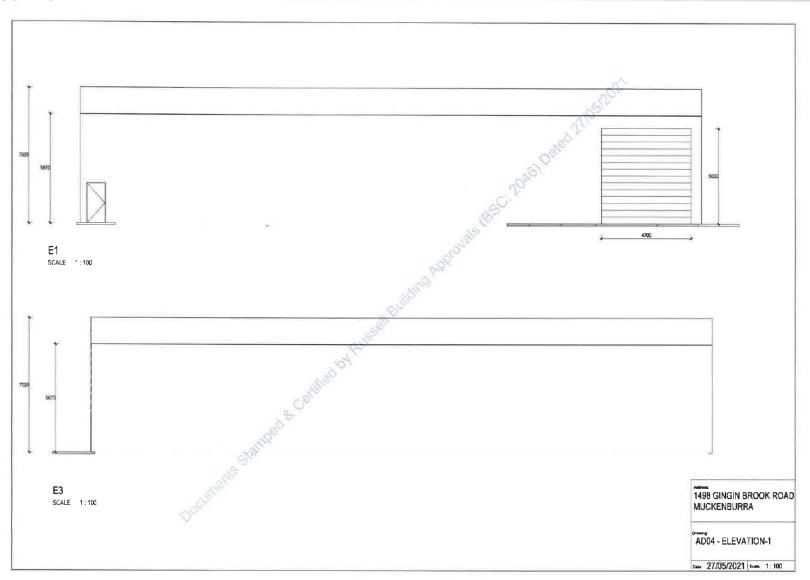
Please find attached in previous emails plan's ect for our proposed Workshop/ Shed to operate our small family cabinetmaking business 'Yanchep Cabinets'. This is to come under the Local Planning Scheme No 9-'Home Business' and we will need an exemption for the section 'c'- (does not occupy an area greater than 50 sq metres). The total floor area being 384 sq metres but we be' multi use 'to store farm machinery ect. Our business has been in Yanchep since we opened in 2001 and our main line of work is manufacturing cabinets and furniture which equates to 80 % of our time (at the factory) and 20% installing on site. It is fairly rare that our clients come to the factory as most of our correspondence is done by email / phone and by going out onsite. We generally have one Apprentice and since we have been in business we have trained up Four to become tradesman that have since moved on. Our current factory in Yanchep is 150 sq metres which we have out grown and with some large jobs have trouble storing the cabinets until clients are ready for installing. Also due to the current Covid situation working form home will greatly benefit my Wife and family of four boys. We are looking forward to re-locating our Business to the Gingin shire and continuing our business success.

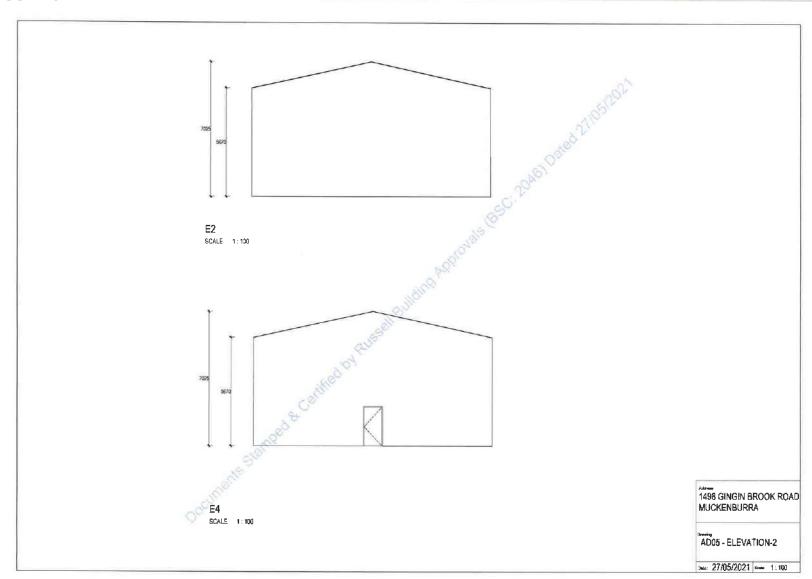
Yours Sincerely Jason Charles Glover and Melanie Tracey Glover.













13.12 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED USE NOT LISTED (HOLIDAY ACCOMMODATION) ON LOT 9 (84) GINGIN ROAD, LANCELIN

This matter was brought forward for consideration as one of the first items of business at the meeting – see page 9.

File	BLD/7276	
Applicant	Hemsley Planning	
Location	Lot 9 (84) Gingin Road, Lancelin	
Owner	Jill De Grussa, Annette Emery and Kenneth Emery	
Zoning	Tourism	
WAPC No	NA	
Author	James Bayliss – Statutory Planning Officer	
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development	
	Services	
Refer	Nil	
Appendices	1. Aerial Map - Lot 9 (84) Gingin Road, Lancelin [13.12.1 - 1 page]	
	2. Location Plan - Lot 9 (84) Gingin Road, Lancelin [13.12.2 - 1 page]	
	3. Applicant's Proposal [13.12.3 - 89 pages]	
	4. Schedule of Submissions and Recomended Responses - Lot 9 (85) Gingin Road [13.12.4 - 22 pages]	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a use not listed (holiday accommodation) on Lot 9 (84) Gingin Road, Lancelin.

BACKGROUND

The Shire is in receipt of an Application for Development Approval for holiday accommodation, which comprises of five short stay accommodation units and a single caretaker's dwelling located within three (3) separate buildings on the subject lot.

The property is 90 metres in length and 32 metres in width with an area of 2,914 m². The land abuts Gingin Road to the east and the coastal foreshore reserve to the west.

The Shire received adverse comments during the stakeholder consultation process. As a consequence of those comments, the applicant submitted revised development plans which include the following amendments:





- The eaves removed from the upper floor of the southern-most units to reduce the amount of overshadowing on the adjoining lot by 8m²;
- Each proposed survey strata lot has been increased in lot size to be 700m² each.
- The area available for effluent disposal increased by 170m²; and
- The solid wall on the northern most units screening the ground floor and upper floor outdoor living areas has been removed to improve vistas to the ocean for the northern adjoining dwellings.

It should be noted that the applicant has also lodged a survey-strata subdivision application with the Western Australian Planning Commission (WAPC). This has been referred to the Shire for comment and forms the subject of a separate item to Council.

The property is identified within the Shire's Coastal Hazard Risk Management and Adaption Plan 2019 (CHRMAP) as being impacted by coastal processes between the 2070 and 2110 hazard lines.

Council consideration is required given adverse submissions were received during the consultation process and also given the use 'holiday accommodation' is not listed within the zoning table.

An aerial photograph and location plan are provided as **Appendix 13.12.1** and **Appendix 13.12.2** respectively.

The applicant has provided a comprehensive report in support of the application. The applicant's proposal is provided as **Appendix 13.12.3** and contains the following:

- Revised Submission and Justification Letter;
- Context Plan and Site Analysis;
- Revised Development Plans (which incorporates a landscaping plan);
- Visual Impacts Assessment Plans:
- Overshadowing Plans;
- Holiday Accommodation Management Plan; and
- Bushfire Attack level (BAL) Report

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners, published on the Shire's website and a development sign placed on the verge of the property for a period of 21 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015.* Four comments were received opposed to the development and one comment was received in support.





The application was also advertised to the Department of Planning, Lands and Heritage (DPLH) for a period of 42 days in accordance with clause 66 of the *Planning and Development (Local Planning Scheme) Regulations 2015.*

A copy of the Schedule of Submissions and Recommended Responses, including correspondence from the DPLH is provided as **Appendix 13.12.4.**

It should be noted that the amended development plans were not readvertised given the development remained relatively similar with only minor variations being made. The following table provides an overview of concerns raised and the officer's comments.

Issue Raised	Officer's comments
Loss of Views of	
Significance - Rear setback	The loss of views is generally considered as part of a design principles assessment when a variation to a building height is being sought. The officer has not identified a variation to the proposed building heights.
	proposed sunding neighter
	The impact on views could be described as an aspect of amenity and potentially an issue of compatibility of the development within its setting, including the relationship of the development to development on other land in the locality which are considerations to be regarded under paragraphs (mand (n) of cl 67 of the Deemed Provisions.
	The assertion is that access to views of significance have beer impacted due to the holiday accommodation extruding furthe west than the existing dwellings on adjoining land to the north which enjoy coastal views in that direction.
	The holiday accommodation, although having a compliant rea setback, projects westward of the dwellings on adjoining land to the north due to a historic subdivision of the northern property, whereby the WAPC required ceding of ~8m of land to become part of the coastal foreshore reserve. This has created an anomaly between the alignments of the rear lot boundaries whereby a compliant rear setback on the subject land is located significantly further west than a compliant rear setback on land to the north.
	The officer accepts that the views available from the land to the north are significant and important views in terms of the amenity of that site. The officer accepts that their coastal views will be impacted by the proposed development.



However, the officer is of the view that the planning framework does not suggest that development must maintain views exactly as they exist at the current point in time. The applicant has provided a visual impact assessment to demonstrate the extent to which views are impacted, which outlines that the development has some limited obstruction to some of the views in a south-westerly direction currently available from the property to the north.

This notwithstanding, access to a view of significance is still maintained and largely intact, albeit not to the same extent in a south-westerly direction as the property currently enjoys.

The officer is not persuaded that the loss of partial views is of a significant enough scale to warrant refusal of the development or a significant redesign/relocation of the development noting the compliant rear setback.

Development is 'out of character'

Various comments suggest that the development does not present as a typical tourism development. The officer is unaware of a standardised tourism-based model and built form that development of this nature should conform with.

The officer notes that the intent of the tourism zoning is to provide a diverse range of accommodation options for tourists frequenting Lancelin. This development contributes to that diversity.

The design, although not to the submitters liking, does seem to achieve the desired future character as provided for in the local planning framework.

Various comments suggest that a better design could be achieved. The officer does not disagree with this assertion, however local governments are required to assess the proposal presented before them having regard to the applicable planning considerations. It is not reasonable to say that a proposal should be rejected because a better design could be available.

The officer notes that land generally equivalent in area to the south contains a single house (used as a holiday house), 3 short stay accommodation units, 2 restaurants and a shop. Equivalent land to the north contains 4 dwellings. The density created is therefore not out of character and the reference to



	the R12.5 coding is not being applied to adjoining land and is therefore a shortcoming of the submitter's comments. The built form created by the development is significant, however not unanticipated given the development standards contained within LPS9 which entice landowners to build tourism-based developments.
Loss of Solar Access (i.e. overshadowing)	The predominant concern the officer notes pertains to the overshadowing of the property to the south. The officer largely agrees with the overshadowing claims raised, however notes that some claims have been debunked by the applicant (i.e. impact on solar panels etc.).
	The land to the south is a battle-axe design and therefore the overall site area, which includes the area of the access leg, is misleading when the percentage of overshadowing is calculated. This is due to the developable land area being somewhat smaller than the overall area and therefore the overshadowing impacts may be of a greater concern.
	Notwithstanding the above, the officer has advised the applicant of the concern regarding this variation and is of the view that overshadowing concerns can be ameliorated by revised development plans for Units 3A and 3B which vary the roof pitch, thereby reducing the area overshadowed.
	The officer notes the north-facing balcony on the adjoining dwelling, however also notes that this is one of multiple outdoor living areas available to occupants. This is not to say that broadbrush overshadowing is acceptable, but rather that the impact on the use/enjoyment of this dwelling may not be as substantial as implied.
	The officer also notes that this dwelling is not permanently resided in, which may not be overly relevant but does mean that any overshadowing will be less likely to impact on the submitter's enjoyment of the land. Furthermore, the officer notes that the dwelling is let out for short stay accommodation, and as such occupants will not be present for extended periods of time and any impacts from reduced solar access will be reduced as opposed to permanent occupants.
Compliance	If development approval is forthcoming, the determination notice would reference the land use in association with the approved plans. If the land use is for 'tourist accommodation'



- residential use versus tourism use

it must comply with that definition which incorporates length of stay provisions. Any departure from that would be an offence under the *Planning and Development Act 2005*.

Prospective or new landowners would be required to adhere to the development approval, which is referenced under orders and requisitions during the settlement process. Furthermore, notifications of title can also alert prospective purchasers regarding use or enjoyment of land. In this instance, relevant title notifications have been suggested.

In addition, an up-to-date register of guests is to be kept which is to be made available to the Shire upon request should it be asserted that unauthorised occupancy is occurring.

PLANNING FRAMEWORK

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

The subject land is zoned Tourism under LPS 9, the objectives of which are to:

- (a) Promote and provide for tourism opportunities;
- (b) Provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;
- (c) Allow limited residential uses where appropriate;
- (d) Encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities:
- (e) Ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and
- (f) Encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.

The newly created lots would enable the provision of holiday accommodation which provides greater diversity and options for tourists seeking to stay in Lancelin. The proposed development is viewed as being consistent with the objectives of the zone.



Schedule 1 – Dictionary of Defined Words and Expressions of LPS 9 defines 'Holiday Accommodation' as:

"Two or more dwellings on one lot which, by way of trade or business, are made available for occupation by persons, other than the proprietor, for holiday or other temporary purposes;"

Schedule 1 – Dictionary of Defined Words and Expressions of LPS 9 defines 'short stay' as:

"means tourist accommodation facilities (including motels, caravan and camping facilities, chalets, guest houses, holiday houses or any other form of tourist accommodation) set aside either continuously or from time to time for temporary living purposes but which are not occupied by the same person or group of persons for a period in excess of 3 months in any one 12-month period".

Schedule 1 – Dictionary of Defined Words and Expressions of LPS 9 defines 'caretakers dwelling' as:

"means a dwelling on the same site as a building, operation, or plant or tourist facility, and occupied by a supervisor of that building, operation or plant or tourist facility".

The zoning table does not identify 'Holiday Accommodation' as a land use and as such the proposal is assessed as a use not listed. The officer is of the view that Holiday Accommodation was intended to be permitted within the Tourism zone, however an administrative oversight has omitted the use from the zoning table.

Clause 3.4.2 outlines the process of dealing with land uses that are not listed in the Zoning Table as provided below:

"Clause 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 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 officer is of the view that the use is consistent with the objectives of the zone and is therefore permitted.

Table 2 - Site Requirements

Zone	Minimum Setback			Maximum Plot Ratio	Maximum Site	Minimum Landscaping
	Front	Side	Rear		Coverage	
Tourism	5m	Nil	6m	0.5	50%	50% of all setback areas
Provided	43.8	Various Nil	- 6m	<0.5%	26%	Landscaping provided
Complies Yes/No	Yes	Yes	Yes	Yes	Yes	Yes

The development complies with the site requirements prescribed by Table 2 of LPS 9.

4.8 - Zone Specific Development Standards

LPS 9 provides a comprehensive range of standards that tourism proposals must satisfy in order to develop at a higher density than a residential use (12.5 coding). The specific development standards are outlined below with officer comments:

4.8.7 Tourism Zone

4.8.7.1 Development within the Tourism Zone will comprise a range of land uses set out in the purpose and objectives of the Zone and in the Zoning Table. Dependent upon the use proposed, sites for such developments will normally be identified within or in close proximity to established settlements.

As outlined above, holiday accommodation is deemed to satisfy the objectives of the Tourism zone. The proposed development has considered the intent of the zoning which encourages landowners to develop their property for short-stay accommodation purposes to provide diverse accommodation options for tourists.

4.8.7.2 Development proposals will be considered by the local government with particular regard to the impact of the proposed development on visual and natural amenity, the availability of reticulated sewerage and/or the suitability of the land for on-site effluent disposal, the provision of sufficient landscape buffers and the density of the development.





The officer is of the view that the built form of the development is consistent with that anticipated and contemplated within the zone, particularly considering the size of the subject lot. Development in the immediate vicinity is at a greater density than what would ordinarily be expected within an R12.5 density code.

It should be noted that a Site and Soil Evaluation (SSE) report is typically required for development of this nature/scale to demonstrate that the area set aside for effluent disposal is sufficient. The large site area and limited site coverage (26%) provides what appears to be ample room for effluent disposal. The Shire's Principal Environmental Health Officer has advised that an SSE may be required in order to finalise their approvals process. On that basis and noting the comments from the DPLH, an appropriate condition has been suggested that requires the preparation of an SSE prior to site works commencing.

4.8.7.3 Those areas of the site providing the highest tourism amenity, e.g. the beachfront, shall be retained for tourism purposes, and not designated for residential use. The maximum proportion of residential units shall be such that the site retains a dominant tourism function and character, and shall be determined by the local government between zero and 25 per cent inclusive.

The subject lot abuts the coastal foreshore reserve and offers a high tourism amenity for that reason. The proposal provides five units to be used for short-stay accommodation purposes and one permanently occupied by a caretaker/manager.

4.8.7.4 Where tourism development with no permanent or semi-permanent residential units is proposed, local government may at its discretion vary the maximum plot ratio imposed.

The proposal satisfies the plot ratio requirements stipulated under Table 2 of LPS 9.

4.8.7.5 Where strata titling is proposed, appropriate management arrangements in a management statement which ensures that all units will be let out for tourism

Strata titling is proposed and for that reason the submission includes a draft management plan that will apply to the overall development which sets out, amongst other things, a code of practice for guests and a general operating strategy. While the submission of a management plan is integral to achieving compliance with the above provision, the officer is of the view that it must be obvious to prospective/future proprietors of the land regarding the occupancy restrictions and this has not been clearly established within the draft document. The relevant provision under LPS 9 should be replicated and addressed in the management plan.

4.8.7.6 The maximum percentage of residential units/development on site shall comply with the following at all stages of the development:





- (a) The proportion of residential units relative to the total number of accommodation units on the site shall be equal to or less than the approved percentage.
- (b) The site area occupied by the residential units, and any areas designated for the specific use of occupiers of those units, relative to the area occupied by the short-stay development shall be equal to or less than the approved percentage. In calculating the area occupied by the two development categories, those facilities available for common use shall be excluded from the calculation.
- (c) That any individual residential unit and as a whole any residential component of such a development shall be of a design and scale that is clearly is subsidiary to the tourism component of the development such that the tourism component remains dominant in all aspects.

Refer to response regarding cl 4.8.7.5 above. Furthermore, the classification of the buildings under a development approval (i.e. five holiday accommodation and one caretaker's) provides some assurance that any departure from the occupancy provisions can be rectified through the compliance process.

4.8.7.7 Proposals for offices and reception centres in the Tourism Zone will only be considered where they are incidental to, and support the proposed tourism use on the site.

While most bookings will occur online, the caretaker's dwelling will be used as a point of contact for guests should the need arise.

4.8.7.8 Tourism development that incorporates accommodation and/or reception facilities shall include provision for an onsite manager.

An onsite caretaker/manager will reside in the upper floor of the central building. Bookings will be self-managed by the caretaker online.

4.8.7.9 Proposals for subdivision and development for Residential land uses in the Tourism zone will be determined in accordance with Residential R12.5 code unless combined with a Tourism proposal.

The merits of the survey strata subdivision are subject to a separate report to Council.

This provision is relevant more so for subdivision/development for residential uses, which require assessment at the R12.5 coding and does not provide clarity at what density tourism-based development should be considered.





The officer notes that if subdivision was to proceed at the R12.5 coding, the lot area would theoretically enable three green title lots. In view of the above and considering the lot sizes in the immediate locality, the development density is viewed as being acceptable.

4.8.7.10 In considering proposals in the Tourism Zone, local government shall have regard for the zone objectives, the scale and bulk of the proposal and its integration with surrounding land uses.

The built form of the development is not viewed as being out of character with the area. The officer notes that the equivalent land area to the south accommodates three short stay units, a single house, restaurant (take-away coffee outlet and Wendy's cafe) adjacent to Gingin Road.

Equivalent land to the north consist of two units on the rear (western) portion of the property and two dwellings on the front (eastern) portion of land. As such the density is not viewed as being incompatible within its setting.

4.8.7.11 Local government may, at its discretion, require proposed shared facilities in tourist developments to be established in the first stage of development.

Not applicable in this instance.

4.8.7.12 To reduce the likelihood of tourism accommodation being used as permanent or semi-permanent accommodation, a maximum length of stay provision of three months in any twelve month period should apply to the tourism units on all developments.

This clause will be satisfied by imposing a condition to that effect.

- 'Clause 4.7.4 Coastal Development' of LPS 9 is applicable in this instance and states:
- "4.7.4.1 All coastal development is to comply with the provisions of State Planning Policy".

 2.6 Coastal Planning Policy".
- 4.7.4.2 In accordance with section 77 (1) (b) of the Planning and Development Act 2005, the provisions of State Planning Policy 2.6 State Coastal Planning shall apply as if they were part of this scheme."





State Planning Policy No. 2.6 - State Coastal Planning Policy (SPP 2.6)

The purpose of SPP 2.6 is to provide guidance for decision-making within the coastal zone including managing development and land use change. A key objective of SPP 2.6 is to ensure that development takes into account coastal processes and coastal hazards. This is implemented by the preparation of a CHRMAP to provide a long term view of the potential coastal processes (erosion and storm surge inundation) for affected areas and recommend measures to reduce risk.

The subject property constitutes infill development under section 5.6 of SPP 2.6, which recommends two measures which are outlined below:

'Clause 5.6 - Infill Development'

(i) New development should be located on the least vulnerable portion of the development site.

Officer Comments:

The proposed development is located on the western portion of the subject land closest to the threat of coastal erosion. However, it should be noted that the development area is located on the highest portion of the property which has an elevation of 4.00m AHD while the eastern portion of the site has an elevation of 1.60m AHD. While the eastern portion of the land may be set back further from the erosion risk, it is more susceptible to flooding from inundation and storm surge events.

On that basis, the most vulnerable portion of the land is conflicting in that the development will be exposed to a greater level of risk (i.e. from erosion of inundation) depending on which portion of the site the buildings are situated.

The applicant/landowners are aware of the risk and accept event-limited conditions that accompany development in known risk areas.

(ii) Where development is likely to be subject to coastal hazards over the planning timeframe, coastal hazard risk management and adaptation planning measures (Section 5.5) should be implemented to reduce the risk from coastal hazards over the full planning time frame to an acceptable level.

Officer Comments:

Given the site is anticipated to experience coastal processes within the planning timeframe, 'accommodation measures' by way of modification to the building design to facilitate future relocation of the building is desirable and is outlined with the Shire's CHRMAP. It is noted that the development is clearly permanent infrastructure which is not designed to be transportable or removable. Accordingly, upon coastal trigger points being reached, the development would need to be demolished.





Shire of Gingin Coastal Hazard Risk Management and Adaption Plan (2019)

Council adopted the CHRMAP at the Ordinary Meeting held on 16 April 2019. The CHRMAP identifies the site as being located within 'LA2 - Lancelin Township South', with a key outcome concluding:

• "Residential properties have high vulnerability ratings by 2070 and very high vulnerability ratings by 2110."

As such, a time period of at least 50 years is anticipated to lapse before coastal hazards affect the site. The long term pathway identified within the CHRMAP for 'LA 2' is to avoid the risk, accommodate the risk until the risk is no longer viable, then move to a managed retreat.

The CHRMAP outlines various management responses and planning controls that may be applied to development on land identified as being affected by coastal processes in the planning timeframe. The controls that may be applied in this instance are outlined below with officer comments:

"Avoid: Means prohibiting development from taking place in locations identified as being at potential risk from coastal hazards."

Officer comments:

The subject site is identified as being at risk from coastal hazards within the planning timeframe. Avoiding development by refusing to approve further development such as this is an option for Council to consider, particularly given the development is intensifying the land use from its current context. The officer notes that Council has preferred not to take this approach to date.

"Accommodate: Accommodation options recognise that there is a hazard, but do not prohibit development. Instead, depending on the nature of the hazard and the timeframe within which it is expected to occur, development may be permitted within defined parameters."

This section of the CHRMAP goes on to state:

"A scenario could be to acknowledge that the land might be subject to erosion in the future, but that the planning horizon is sufficiently far off that temporary development could be acceptable until such time as the threat of erosion becomes imminent. In such a situation certain types of construction might be acceptable (e.g.: transportable or easily dismountable)."





Officer comments:

As previously outlined, the development is clearly a permanent fixture which is not designed to be transportable or removable. Accordingly, upon coastal trigger points being reached, the development would need to be demolished rather than relocated.

It should be noted that the Shire does not have the local statutory planning framework (whether through scheme provisions or a local planning policy) in place to specifically restrict development in coastal hazard areas to a design that is transportable/removable in nature. However, this recommendation is clearly evident within the CHRMAP document.

The officer notes that Council has previously preferred to allow development on affected land until the coastal threat becomes imminent at which time the development is to be removed.

"Managed Retreat: Existing development would be permitted to remain for as long as it remains unaffected by coastal hazards, but new development or expansion of existing development would not be permitted as intensification of development would mean more assets at risk. Approval of any development would be time limited, based on the forecast hazard timeframe."

Officer comments:

The option of time limiting an approval goes hand in hand with the 'accommodate' approach to ensure that upon expiration of the approval, the development is of a design capable of relocation. As outlined above, this development is not relocatable and will therefore require the asset to be demolished once the coastal trigger point is reached.

The CHRMAP outlines two possible types of approval conditions that can be imposed on coastal development. These are to place a notification on the title of the land and to place a time limit on the approval so that the approval will expire after a defined period. The CHRMAP states:

"Notifications on Title are intended to alert owners and potential purchasers of something that applies to the land but which may not be apparent from inspection of the land. The threat of future coastal hazards is a matter that would not be apparent on land unless it had already been eroded."

"Notification on the Certificate of Title will ensure that existing and any future landowners (Successors in Title) are made aware of the risk of possible impacts on the land from coastal processes. Owners and potential purchasers would then be able to make an informed decision about the level of risk they are prepared to take on. The notification would also inform them that some form of adaptation or management is likely to be required."





Section H4.1, Appendix H of the CHRMAP outlines various recommendations such as the following:

"Any new development approval should have a time limit placed upon it, after which time the development should be removed by the landowner unless a subsequent new approval is applied for and granted for a further period. The length of the approval should be related to the forecast hazard lines"

"No development should be permitted on any vacant land between 2030 and 2110 hazard lines that is not:

- a) Capable of accommodating short term inundation that may result from storm surges; and
- b) Capable of being relocated if necessary"

The former may involve elevated finished floor levels with 'stilt' construction that will allow water to flow under and around the structure with minimal disturbance. The latter may involve 'lightweight' construction that could readily be disassembled and relocated if necessary".

Officer comments:

The officer is of the view that the proposed development is not designed to accommodate short term inundation or capable of being relocated if necessary. However it is located on the most elevated portion of the property. The proposed development does not strictly satisfy these recommendations of the CHRMAP.

The challenge facing the Shire is to be pragmatic in applying discretion to proposed development within coastal areas and not to regulate development in such a way that prematurely prevents development on otherwise suitable land from being used in the interim period. At the same time, the local government must not create a future legal or financial liability by permitting development that is likely to become vulnerable to damage from erosion or inundation.

State Planning Policy 7.3 - Residential Design Codes of Western Australia

The R-Codes provide a comprehensive basis for the control of residential development throughout Western Australia. When a development proposal does not satisfy the deemed-to-comply provisions, the application is assessed against the associated 'design principles' to determine whether the variation is acceptable. It should be noted that amendments to the R-Codes came into effect on 2 July 2021.





In this instance the proposal is not for bona-fide residential use, however it is considered logical to assess the built form of the development against the R-Codes given the ability for residential land uses to be developed within the zone. It is noted that provisions under LPS 9 may vary from those under the R-Codes (i.e. side lot boundary setbacks).

Various aspects of the development would require a design principles assessment on the basis of an R12.5 coding. These variations are outlined below:

- The southern lot boundary set back requires a design principle assessment given nil boundary walls are proposed.
- Visual privacy the revised drawings have removed a solid wall adjacent to the northern boundary thereby creating overlooking from the first floor balcony into the adjoining property to the north.
- Overshadowing The development overshadows 249.4m² of the abutting land to the south. The deemed-to-comply provisions set out that development can overshadow up to 25% of the adjoining property area for R12.5 zoned land.

Adjoining property is defined by the R-Codes as:

Any lot:

- on which any dwelling for which provision is made in the R-Codes may be constructed under the scheme; and
- which shares a boundary or portion of a boundary with a lot on which there is a
 proposed residential development site or is separated from that lot by a right-ofway, vehicle access way, pedestrian access way, access leg of a battleaxe lot or the
 equivalent not more than 6m in width.

Lot is defined by the R-Codes as:

For single houses, a lot as defined under the Planning and Development Act 2005, as amended. For multiple or grouped dwellings, the parent lot.

Site area is defined by the R-Codes as:

The area of land required for the construction of a dwelling to satisfy the requirements of the R-Codes.

Parent lot is defined by the R-Codes as:

Relating to multiple or grouped dwellings, the lot inclusive of common areas to which the strata scheme, as defined under the Strata Titles Act 1985, as amended, relates.





The adjoining property consists of two strata lots with common property. It could be interpreted that the parent lot is the relevant area to derive overshadowing figures from, as asserted by the applicant, in which case a variation would not exist. Notwithstanding the above, the officer has considered the proposal against the relevant design principles.

Table 1 below outlines the relevant Design Principles assessment:

Design Principles	Officer Comments
5.1.3 - Lot Boundary Setbacks	
 P3.1 Buildings set back from lot boundaries or adjacent buildings on the same lot so as to: Reduce impacts of building bulk on adjoining properties; Provide adequate direct sun and ventilation to the building and open spaces on the site and adjoining properties; and Minimise the extent of overlooking and resultant loss of privacy on adjoining properties. 	It is noted that boundary walls should not be unanticipated given the tourism provisions/ setbacks of the zone under LPS 9. It is also noted that nil boundary wall are permitted under LPS 9. The design makes effective use of land that contains the highest tourism value (western portion). The amenity of adjoining properties has been discussed in the report above and the same rationale applies to satisfying these principles relating to amenity.
P3.2 Buildings built up to boundaries (other than the street boundary) where this:	
 makes more effective use of space for enhanced privacy for the occupant/s or outdoor living areas; does not compromise the design principle contained in clause 5.1.3 P3.1; does not have any adverse impact on the amenity of the adjoining property. ensures direct sun to major openings to habitable rooms and outdoor living areas for adjoining properties is not restricted; and positively contributes to the prevailing or future development 	



context and streetscape as outlined in the local planning framework.

5.4.1 - Visual Privacy

P1.1 Minimal direct overlooking of active habitable spaces and outdoor living areas of adjacent dwellings achieved through:

- building layout and location;
- · design of major openings;
- landscape screening of outdoor active habitable spaces; and/or
- location of screening devices.

P1.2 Maximum visual privacy to side and rear boundaries through measures such as:

- offsetting the location of ground and first floor windows so that viewing is oblique rather than direct;
- building to the boundary where appropriate;
- setting back the first floor from the side boundary;
- providing higher or opaque and fixed windows; and/or
- screen devices (including landscaping, fencing, obscure glazing, timber screens, external blinds, window hoods and shutters).

The officer notes the applicant's comments regarding the development fulfilling the visual privacy design principles, however does not concur.

The upper floor balcony of Unit 1 was originally proposed to be screened via a solid wall however has been amended to reduce bulk on the adjoining property to the north, thereby creating overlooking.

The overlooking is directed into a habitable space. The development will be frequented by short-stay guests, likely magnifying any loss of privacy. In the context of the development, it will not be onerous for the landowners to provide a suitable screening device to maintain privacy to the adjoining property.

5.4.2 - Solar access for adjoining sites

P2.1 Effective solar access for the proposed development and protection of the solar access.

P2.2 Development designed to protect solar access for neighbouring properties taking account the potential to overshadow existing:

The officer notes a north facing balcony exists on the adjoining property to the south and will be affected to some extent as outlined on the overshadowing plan. The officer refers to previous comments regarding use of the dwelling by short-stay guests as opposed to permanent residents.

The officer notes that the property contains other areas for outdoor living and the



- outdoor living areas;
- north facing major openings to habitable rooms, within 15 degrees of north in each direction; or
- · roof mounted solar collectors.

development will not jeopardise the ability to install solar collectors.

Based on the above, the officer is of the view that the development satisfies the relevant design principles keeping in mind the development standards that also apply under LPS 9.

<u>Planning and Development (Local Planning Scheme) Regulations 2015 (Deemed Provisions)</u>

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matter is considered to be relevant:

(m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;

Officer comment:

As provided for earlier in the report, the development density is viewed as being compatible within its setting when taking into consideration development on adjoining land. The development appearance and bulk as viewed from the street is not unanticipated and, although significant, is not viewed as being out of character nor inconsistent with the likely future character contemplated under LPS 9 for tourism zoned land.

q) the suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk;

Officer comment:

The local government must consider the effects of coastal erosion and inundation on proposed development as per the above. The officer has provided comprehensive commentary on the coastal hazards anticipated to affect the property above and has determined that the land is able to accommodate the proposed development subject to a specific set of conditions being imposed.





Local Planning Policy 3.2 – Tourism Zone (LPP 3.2)

LPP 3.2 applies to all land with a coding of Tourism, the objective of which is to encourage development of tourist accommodation and related services. The policy statement is as follows:

- 3.1 Land will be allocated to the Tourism zone ahead of requirement to ensure an adequate supply of land for these purposes and to assist in minimising development delays due to the scheme amendment procedure.
- 3.2 Land shown as Tourist Accommodation on the townsite strategy maps will progressively be included in the Tourism zone.
- 3.3 The Tourism zone includes a number of designated tourist nodes, and a range of tourist related services will be encouraged to locate in these nodes.
- 3.4 In some instances Council may require Structure Plans to be prepared for tourist nodes.

The proposed development is consistent with LPP 3.2.

Summary

In view of the above assessment Administration is of the view that the proposal is consistent with the objectives of the Tourism zone and adequately addresses the zone-specific development requirements. Appropriate conditions have been imposed to ensure that the development does not become a permanent residential land use as this is contrary to LPS 9.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Shire of Gingin Local Planning Scheme No. 9.

Shire of Gingin Coastal Hazard Risk Management and Adaption Plan 2019

POLICY IMPLICATIONS

State Planning Policy 7.3 - Residential Design Codes of Western Australia

State Planning Policy No. 2.6 - State Coastal Planning Policy

State Planning Policy 3.7 - Planning in Bushfire Prone Areas





Local Planning Policy 3.2 – Tourism Zone (LPP 3.2)

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019 - 2029

Focus Area	Infrastructure & Development	
Objective	3. To effectively manage growth and provide for community through the delivery infrastructure in a financially responsible manner.	
Outcome	3.1 New and existing developments meet the Shire's Strategic Objectives and Outcomes.	
Key Service Area	Building and Planning Permits	
Priorities	Infrastructure & Development	

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL MOTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Rule

That Council grant Development Approval for a use not listed (holiday accommodation) on Lot 9 (84) Gingin Road, Lancelin subject to the following conditions:

- 1. All development shall be undertaken in accordance with the approved plans and specifications (including any modifications marked in RED) unless conditioned otherwise in this approval;
- 2. This approval is for five holiday accommodation units and one caretaker's dwelling as indicated on the approved plans;
- 3. The five holiday accommodation units are to be used for short stay purposes as defined under Local Planning Scheme No. 9 and are not to be used for permanent residential purposes;
- 4. The caretaker's dwelling is to be used in accordance with the definition of a Caretaker's Dwelling under Local Planning Scheme No. 9 at all times to the satisfaction of the Shire of Gingin and relates only to a supervisor/manager of the holiday accommodation;





- 5. Prior to site works, the Applicant/Owner is required to submit revised development plans for Unit 3 which amends the roof pitch of the pool enclosure to 32 degrees and for Unit 1 which incorporates screening on the upper floor balcony;
- 6. This development approval shall expire upon the earliest occurrence of any one of the following events:
 - a. the most landward part of the Horizontal Shoreline Datum being within 11 metres of the most seaward part of the building(s); or
 - b. a public road no longer being available or able to provide legal access to the lot; or
 - c. when water, sewerage or electricity to the lot is no longer available as they have been removed/decommissioned by the relevant authority due to coastal hazards.
- 7. Upon the expiration of the development approval in accordance with condition 6, the owner shall at the owner's cost:
 - a. remove the development; and
 - b. rehabilitate the land to its pre-development condition, to the specifications and satisfaction of the Shire of Gingin.
- 8. Prior to occupation of the development, 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 titles to the land, including any titles that may be created through subdivision, as notification to prospective purchasers in the following form:

Registered proprietors and prospective purchasers of the land described above are notified that the use and enjoyment of the land is affected by the following factors:

- a) Vulnerable Coastal Area This lot is located in an area likely to be subject to coastal erosion and/or inundation over the next 100 years and is subject to conditions of development approval which require removal and/or rehabilitation of development to pre-development conditions if any one of the following events occurs:
 - i) the most landward part of the Horizontal Shoreline Datum being within 11 metres of the most seaward part of the buildings(s);
 - ii) a public road no longer being available or able to provide legal access to the property;



- iii) when water, sewerage or electricity to the lot is no longer available as they have been removed/decommissioned by the relevant authority due to coastal hazards.
- b) Occupation of the caretaker's dwelling on the land is restricted to persons supervising/managing the holiday accommodation.
- c) The holiday accommodation units are not to be occupied by the same person or group of persons for a period in excess of 3 months in any one 12-month period.
- d) Bushfire Prone Area This lot is located in a bushfire prone area. Additional planning and building requirements may apply to development on this land.
- 9. Prior to the commencement of site works, a Site and Soil Evaluation (SSE) report shall be submitted to and approved by the Shire of Gingin. The SSE is to be implemented thereafter to the satisfaction of the Shire of Gingin;
- 10. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin;
- 11. Prior to occupation of the development, the driveway shall be serviced by a new crossover from Gingin Road which is to be designed and constructed to the satisfaction of the Shire of Gingin at the landowner's cost;
- 12. The approved retaining and boundary walls, including footings that abut the lot boundaries, are to be constructed wholly within the subject allotment. The external surfaces of the retaining and boundary walls shall be finished to a professional standard, to the satisfaction of the Shire of Gingin.
- 13. Prior to the occupation of the development, the landscaping as detailed on the Landscaping Plan shall be installed and thereafter maintained to the satisfaction of the Shire of Gingin;
- 14. The caretaker/manager is required to keep up to date records of occupants residing in the holiday accommodation and shall provide the Shire of Gingin with a copy of such records within 14 days upon written request; and
- 15. Prior to occupation of the development, a Holiday Accommodation Management Plan (HAMP) shall be submitted to and approved by the Shire of Gingin. The HAMP is to be implemented thereafter to the satisfaction of the Shire of Gingin.



Advice Notes:

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: 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 and *Health Act* 2016, which are to be approved by the Shire of Gingin.
- Note 5: The development is required to comply with the *Environmental Protection* (Noise) Regulations 1997.
- Note 6: This approval does not authorise any interference with dividing fences, nor entry onto neighbouring land. Accordingly, should you wish to remove or replace any portion of a dividing fence, or enter onto neighbouring land, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.
- Note 7: The applicant is advised that the Horizontal Shoreline Datum means the active limit of the shoreline under storm activity, as defined in State Planning Policy 2.6 State Coastal Planning Policy (2013).
- Note 8: The applicant is advised that the 11 metre distance between the Horizontal Shoreline Datum and the most seaward part of the building (conditions 6 and 7 refers) is the S1 value for this location which is obtained from the MP Rogers (2016) Shire of Gingin and Dandaragan Coastal Erosion Hazard Assessment Ledge Point, Lancelin and Cervantes (R721 Rev 0) prepared for the Shires of Gingin and Dandaragan. S1 is the allowance for absorbing the current risk of storm erosion, as defined in State Planning Policy 2.6 State Coastal Planning Policy (2013).
- Note 9: Should the development be affected by coastal hazards in the future the applicant will be responsible for relocating/removing the development and all associated costs. The local government is under no obligation to assist or protect structures from coastal erosion/inundation threats and accepts no liability and will pay no costs associated with any protection from or damages caused by coastal processes.



- Note 10: In relation to condition 7 (b) upon removal of the development the site is to be rehabilitated to pre-development condition which comprises of a bare earth lot, free of any buildings, demolition rubble or remnants of the approved development.
- Note 11: 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 12: In relation to condition 7, a crossover application is to be made to the Operations and Assets Department in the form which can be found on the Shire's website at the following link: https://www.gingn.wa.gov.au/services/operations.aspx.
- Note 13: For further information regarding the Site and Soil Evaluation (SSE) report please refer to the fact sheet 'Guidance on Site-and-Soil Evaluation for onsite Sewer Management' at the following link:
- https://ww2.health.wa.gov.au/~/media/Files/Corporate/general%20documents/water/Wastewater/Site-Soil-Evaluation.pdf
- Note 14: Please note that Short Stay is defined under Local Planning Scheme No. 9 as "means tourist accommodation facilities (including motels, caravan and camping facilities, chalets, guest houses, holiday houses or any other form of tourist accommodation) set aside either continuously or from time to time for temporary living purposes but which are not occupied by the same person or group of persons for a period in excess of 3 months in any one 12-month period".
- Note 15: Please note that a caretaker's dwelling is defined under Local Planning Scheme No. 9 as "a dwelling on the same site as a building, operation, or plant or tourist facility, and occupied by a supervisor of that building, operation or plant or tourist facility".

PROCEDURAL MOTION

MOVED: Councillor Rule SECONDED: Councillor Johnson

That the matter be deferred and brought back to the Council meeting on 21 September 2021 for further consideration.

CARRIED 6 / 2

FOR: Councillor Rule, Councillor Balcombe, Councillor Johnson, Councillor Lobb,

Councillor Peczka and Councillor Vis

AGAINST: Councillor Fewster and Councillor Morton







hemsley

ATTENTION: Planning Department
Chief Executive Officer
Shire of Gingin
7 Brockman Street
PO Box 510
Gingin
WA 6503

ACN 619 383 407 168 Stirling Highway Nedlands WA 6009 info@hplanning.com.au

Wednesday, 28 July 2021

Revised Submission and Justification Letter | 84 (Lot 9) Gingin Road, Lancelin

Dear Sir

The purpose of this submission is to detail the nature of a Development Application at 84 (Lot 9) Gingin Road, Lancelin (henceforth known as the 'subject site') for a small-scale tourism development. The letter also clarifies the ability for the proposal to address relevant statutory planning considerations and other relevant development constraints and respond to items raised by the adjoining landowners.

This letter is further modified to include a visual impact assessment for the purpose of quantifying and verified claimed impacts on views of significance.

To date correspondence has been made with James Bayliss at the Shire of Gingin which has included a meeting at the Shire's offices to discuss the overall development concept.



Figure 1 Streetscape render of proposed development.



Figure 2 'Beachscape' render. Solid wall facing north now removed.

Subject Site

- The subject site is zoned Tourism under the Shire of Gingin Local Planning Scheme No. 9 (LPS9). It is 32.19m wide and 90.53m deep with a site area of 2,914 m².
- 2. The subject site is rectangular in shape and is orientated with a west-south-west facing frontage to the beach.
- 3. The subject site is bushfire prone owing to its proximity to the coastal reserve.
- 4. The subject site suffers from the following constraints:
 - a. It experiences a substantial topographical variation rising 2.5m away from the primary street frontage.
 - b. Bushfire risk;
 - c. Coastal hazard;
 - d. Overlooking from existing adjoining dwellings to the north.
- 5. The subject site is in immediately proximity to the Indian Ocean allowing development to access views of significance provided the accommodation is high enough to allow for views over the dune system. The views of the ocean are integral to the development's viability, whilst the higher FFL provides added protection against long term coastal inundation.

Modifications to Submission

The amended plans are attached to this submission. For ease, the changes are explained in detail below:

- Eaves removed from the upper floor of the southern-most units to reduce the amount of overshadowing on the adjoining lot by 8m²;
- Each proposed survey strata lot has been increased in lot size to be 700m² each.
- The area available to use for leach drains has been increased by 170m²; and
- The solid wall on the northern most units screening the ground floor and upper floor primary outdoor living areas have been removed to substantially improve vistas to the ocean for the northern adjoining dwellings as compared to present conditions.

Response to Community Consultation

During the advertising period several items where raised by both north and south adjoining landowners. We respond to and address those items below

Objection A (WAVE HOUSE)

The proposed holiday accommodation has been designed to present as 3 separate residential dwellings. Each building will be on a separate title meaning that it could be sold and managed separately from the proposed caretakers dwelling. The application does not present any substantial information of how the potential units will be managed as tourist accommodation to comply with the provisions under the Planning Scheme. It is my belief that the application is a residential development presented as "Holiday Accommodation" thus allowing the bulk and scale of the development to far exceed many of the provision of the Residential Design Codes for the underlying residential density of R12.5. If this development were approved and constructed Council would have little to no enforcement powers to prevent the dwellings being sold separately and consequently ensure that they were used as holiday accommodation and not for permanent residents. Nor could the Council ensure that there was any consistent management of the proposed "holiday accommodation" as would be anticipated by the provisions of the zoning.

Objectives of the Tourism Zoning

Development "of an appropriate scale where they will not impact detrimentally on the surrounding or wider area"

The proposed development significantly effects the amenity of the existing adjoining dwelling particularly in relation to overshadowing. The design of the proposal presents as 3 separate dwellings and the design inclusions. size of the dwellings far exceed what might be considered typical for a tourism unit. The subject site The proposal will deliver site cover of 778m² of 26% of the 2,914m² vehicle garaging, sculleries or walk in pantries as

Applicant Response

- Correct, the proposal has been designed to appear from the street as residential in nature given the lot is adjoining by residential zone land. The intent of this is to assist with the transition between zoned.
- WAPC's Planning Bulletin 83/2013 Planning for Tourism states the following with respect to Strata Schemes

It is acknowledged that strata schemes are an important component in the funding of tourist accommodation development. There are risks, however, in the use of such schemes in achieving sustainable tourism developments unless particular management requirements are met. Relevant State and local government policies should be considered in determining strata title conditions.

To mitigate this known risk, we submitted a Management Plan with the original proposal to mitigate against these risks. The Shire has at it's the discretion the ability to apply as a condition of approval $\boldsymbol{\alpha}$ notification restricting occupancy to any one party to three months

The model of individual ownership of tourism properties is a wellknown model which has proven to be successful in attracting private non-institutional investment in the tourism sector.

The proposal should not be judged against the respondent's perceptions of proportions for a typical Holiday Unit. To do so would result in a homogenous supply of holiday accommodation supply in the townsite. A thriving tourism industry requires a diverse and adaptable supply of accommodation and constant investment from both the public and private sector. The proposal furthers this cause.

The owner of the property is able to live in the property for three months per year. Naturally, the design will reflect some personalized

could accommodate 6 holiday units and still achieve site. An R12.5 zoning requires site cover to a maximum of 45%. The a greater setbacks to adjoining boundaries. It is not state that 'the development allows little open space for landscaping typical for holiday accommodation to require further negatively impacting on the visual amenity of the existing

Objection A (WAVE HOUSE)	Applicant Response
shown in the plans. Additionally, the bulk and scale of the development allows little open space for landscaping further negatively impacting on the visual amenity of the existing area.	area' is without merit. A comprehensive landscaping plan is submitted with the proposal.
Provision - 4.8.7.2 Development proposals will be considered by the local government with particular regard to the impact of the proposed development on visual and natural amenity, the availability of reticulated sewerage and/or the suitability of the	The reversing bays have been removed to provide the two northern most units with 200m² for a disposal field. Building 3 has a 65 m² area of 'play area' adjacent to the coastal reserve.
land for on-site effluent disposal, the provision of sufficient landscape buffers and the density of the development.	We note two configuration of the subdivision provides a secondary area adjacent to the street which is able to be reserved for use as an area for onsite effluent disposal by flat bed leach drains, either at
The application has provided no detail of how on-site effluent disposal will be managed. The Government sewerage policy details (as an example) that a 6 person house in an area of sandy soils with a	grade or slightly raised in a planter bed. The AWS FLAT BED LEACH DRAINS is one product anticipated to be used which is considered a trafficable product. The fact that the development proposes only 26% site cover is demonstrative of the ability to adequately accommodate substantial volumes of effluent in a safe an legal
secondary treatment system would require 180 metres (excluding setbacks) for a disposal field. The proposed dwellings appear to have an area of disposal field far less than required. Additionally, if the units were used for holiday accommodate as	manner whilst achieving appropriate setbacks.
required under the scheme the occupancy is likely to be far greater than 6 persons (per lot/per effluent disposal field). Disposal fields are also not be used for any other purposes and if the units are for holiday	
accommodation it is highly likely that they will be used for car /boat parking, washing line areas, children play areas. Building 3 has no open space other that the disposal field. The proposal has failed	
to demonstrate that the density and associated onsite effluent disposal does not compromise public health.	
The development has no landscape buffers and the scale is out of context with the beach side setting of Lancelin.	
Provision 4.8.7.5 Where strata titling is proposed, appropriate management arrangements in a management statement which ensures that all units will be let out for tourism.	No comment was provided; however, a Management Statement was included in the submission.
Provision 4.8.7.9 Proposals for subdivision and development for Residential land uses in the Tourism zone will be determined in accordance with	No comment was provided; however the individual lot sizes have been increased to 700m² in response to a separate submission.

Objection A (WAVE HOUSE)	Applicant Response
Residential R12.5 code unless combined with a	
Tourism proposal.	
Provision 4.8.7.12 To reduce the likelihood of tourism accommodation being used as permanent or semi-	Being physically different from typical tourism development is not a relevant concern, it merely reflects diversity in Holiday
permanent accommodation, a maximum length of	Accommodation supply and a progressive approach to delivering a
stay provision of three months in any twelve-month	Tourism Accommodation product on a site specifically zoned for
period should apply to the tourism units on all	tourism purposes.
developments.	
	The proposal is for three developable lots. The R12.5 zoning would
The design of this development is very different from	permit 3.64 dwellings on site with lot areas as are now proposed
typical tourism development that may be strata titled	(increased to 700m²).
but managed as a collective and include communal	A Management Plan was included in the application submitted.
facilities and services. If the proposed lots were sold separately the strata title act would not require a	A Management Flan was incloded in the application sobnitied.
managing body and Council would have little to no	Concerns regarding individual letting of Tourist Accommodation
authority to ensure compliance. It is argued that the	Units as a result of individual ownership is unwarranted as a result of
proposal is a residential development by default and	advances in booking technology being available to operators of
uses the Tourism Zoning under the Town Planning	smaller tourist developments. Whilst accommodation could appear
Scheme to achieve a higher density residential	to be made available over different booking platforms, all bookings
development.	are able to be managed through providers such as 'Little Hotelier,' $\ensuremath{\text{a}}$
	central-channel-manager using a pooled inventory method to allow
	Catherine's Holiday Accommodation to secure bookings with
	broader distribution across as many booking websites as desired.
	Each time a booking is made on one of the channels, the inventory
	on all other sites will be updated in real time.
	The Little Hotelier software distributes units across over 250 booking
	channels and is integrated with a 24-hour property management
	system operating. The software's Front Desk System allows a
	Manager or other authorised person to check availability, create
	and edit reservations, create and edit room closures, and check
	guests in and out from any device at any time.
	We believe such a booking system being used achieves the intent of
	the any subsequent requirement for a single central booking
	management system.
Provision 4.8.7.10 In considering proposals in the	Justification is submitted with the proposal. We note the following
Tourism Zone, local government shall have regard	modifications to the R-Codes since the submission was lodged. The
for the zone objectives, the scale and bulk of the	relevant changes include:
proposal and its integration with surrounding land	
uses.	On boundary wall permitted to both side boundaries; On boundary walls can be 3 fm high with no gyorgan;
The proposal does not provide sufficient detail to	 On boundary walls can be 3.5m high with no average; Building heights for the low side of a skillion roof can be 7m
demonstrate that it meets the objectives of the zone	in lieu of 6m; and
and the scale and bulk of the development does	

84 (Lot 9) Gingin Road, Lancelin | 28 July 2021 | 5

Objection A (WAVE HOUSE)

not integrate with the surrounding land uses. Six tourism units could be built on the site and still achieve more open space, greater setbacks and less overshadowing.

- The scale and bulk of the buildings are far above what would be anticipated under the R12.5 zoning;
- The size of the rear battle-ax lots are less than the minimum permitted;
- The width of the lots are less than the minimum permitted;
- The parapet wall of the pool enclosure and garage is not permitted under the R12.5 zoning
- The open space for building 3 (which adjoins existing house to the south) does not meet the required area permitted under the R12.5 zoning.

scale of bulk of building (dwelling) 3 will significantly amenity of the adjoining existing dwelling. See below:

Further detail re overshadowing of my property:

86B Ginain Road, Lancelin Survey strata Lot 2 on Stata Plan 26363 753m2 land area. Approx 300m2 is driveway Overshadowing 257.297m2 proposed

Overshadowing % = 34% of site area (including driveway) 56% of site area (excluding driveway)

Max - 25% of site area under the R Codes

Of note balcony and downstairs studio of my property are North facing. I rent the downstairs studios as a separate entity at times, they only have North facing views

It is the Primary outdoor living area that is affected by the overshadowing

Applicant Response

Walls setback at 1m can be 14m in lieu of 9m;

Building height limits have been increased since submission was made. The overall height will remain below that of the wave house. The subject site is zoned Tourism, naturally there will be some disparity in built form expectations if a single dwelling development was anticipated.

The lots are not classified as a battle-axe lot as common property is proposed. The provision in table 1 of the R-Codes is not applicable.

Lot 'width' is not controlled by the R-Codes, the proposal does not alter the existing lot frontage (which is controlled) as common property is proposed. If assessed against the R-Codes the lots are deemed to comply.

Whilst not deemed to comply they are prolific in the local context. Justification is subsequently provided.

The proposal is able to use an equal proportion of the common property area to be used in calculating open space. The lot size has increased to 700^{m2}. The open space is considered deemed to

The proposed development and in-particular the Overshadowing has been reduced by 8m² by removing the eaves from the proposal as it faces south. Using the respondents' overshadow and have a negative impact to the calculations, the area of overshadowing is 32.89%, however, the wave house is situated on a 1,318.8m² area of land. The 'vehicle access leg' is 9m+ wide and is an area capable of development. The R-Codes do not discount the area of an access leg in determining overshadowing. The actual proposed extent of overshadowing is 18.89%.

Objection A (WAVE HOUSE) Applicant Response There is also a plan for solar panels, development will affect efficiency of these panels Figure 3 Site area used to determine overshadowing. The proposal has no ability to overshadow the adjoining dwelling such that it has any prospect of shading any roof mounted solar collection devices as feared by the respondent. UNIT 3A & 3B ner 81 deg Figure 4 Diagram demonstrating overshadowing of roof mounted solar panels in not possible. The claim that the proposal overshadowing the primary outdoor living area appear to be at odds with publicly available holiday rental listing for both properties found online. Please refer to the below. We suspect the adjoining landowner has engaged the assistance of Concern regarding author of submission. an employee of the Department of Biodiversity, Conservation and Attractions. This is supported by the submission document's metadata detailing the submission was originally prepared by a Ms 'Mandy Sherring' (refer below) who appears to be an Environmental

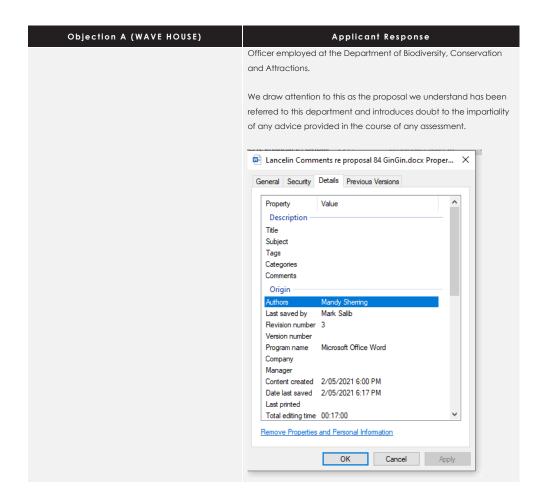




Figure 5 Elevated perspective of Wavehouse and subject site (left)



Figure 6 View of Wavehouse with subject site on far left, noting the location of the Primary Outdoor living area (foreground) on the opposite side.



Figure 7 View of Wavehouse noting the location of the Primary Outdoor living area on the opposite side of the subject site.



Figure 8 View of Wavehouse with subject site on far right, noting the location of the Primary Outdoor Living Area of the studio, again on the opposite side.



Figure 9 View of the balcony area located on the boundary of the subject site.

Objection 2 (North) Paraphrased

1. The siting of the proposed development in close proximity to the rear boundary and the coastal reserve. The outcome is such that the proposed development would protrude approximately 12m further forward than the properties to the north, inconsistent with the prevailing alignment of development and the context and character of the area. The development is inconsistent with discretionary planning requirements such as \$tate Planning Policy 7 and Clause 4.8.7.10 of Local Planning Scheme No. 9 which requires Tourism development to be integrated with its surroundings.

The rear setback also causes adverse amenity impacts to our clients' amenity and views from the rear of their dwelling.

2. The proposed development is inconsistent with State Planning Policy 2.6 – State Coastal Planning Policy as the development is located within an area which is subject to coastal inundation in the next 100 years. There are opportunities on the site to develop outside of this risk area.

Applicant Response

It would appear that the northern adjoining landowners are concerned they will suffer a loss of ocean and beach views to an extent to which they deem 'severe' despite these views being achieved by looking over our client's property and being capable of being landscaped. In furtherance of their objection calling for an increased rear setback they submit a single prevailing setback diagram and two cropped photos from the middle floor balconies of each. These cropped photos conveniently neglect to depict the entirety of the view available.

We make the following observations in respect to the graphics prepared by the respondent:

- The photos focus only on the portions of the view the consider to be lost.
- 2. We question the accuracy of the projected loss of views.
- Each dwelling adjoining has a third floor roof deck measuring some 7.5m wide. These roof decks are separated by a 1.6m high privacy screen. The R-Codes do not require privacy screening between adjoining built strata dwellings.
- The setback to the northern adjoining dwelling balcony is less than the survey indicates and the objector relies upon.
- 5. The objector claims to lose 1/3 of their views on the basis of 180 degree views being reduced down to 120 degrees. The claim that 180 degree views are available is false as there is no acknowledgement of the curve of the coastline, their own privacy screen installed on the boundary, ignore the fact that there are other dwellings subsequently blocking the views to the ocean/beach, and omits to acknowledge the third level roof deck; and uses a static point hugging the balustrade with which to make the assessment.

The respondent themselves would be aware that their own accommodation is fully within this 100-year coastal inundation area. In the same fashion as we are proposing, the development will be located on the least vulnerable portion of the site, being the high-ground. The respondent does not appear to raise this issue out of concern for the landowner's asset being at risk, but in pursuit of achieving a development setback from the front boundary and completely out of view from their balconies which face the ocean.

We have liaised with the Council and are fully accepting of a condition of development approval being temporary and triggered by future erosion should it transpire and having a notification placed on the title advising future landowners of the following:

Objection 2 (North) Paraphrased

Applicant Response

3. The proposed development is setback 60m from the street, causing a lack of surveillance and lack of engagement with the street.

VULNERABLE COASTAL AREA —This lot is located in an area likely to be subject to coastal erosion and/or inundation over the next 100 years. The proposal has sought to develop the least vulnerable portion of the lot, being the high ground, which won't be subject to inundation during a storm surge event. Notwithstanding this, the proposal still orientates four major openings facing Gingin Road. The design outcome proposed represents a significant improvement on the presently existing built form.



Figure 10 Primary street elevation.



Figure 11 Existing primary street interface.

Further, we note the proposed development is staged making way for an additional survey strata lot facing the street. The interface with the streetscape as proposed will not be enduring.

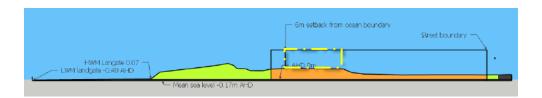


Figure 12 Cross section of the subject site (orange) relative to location of the beach and tidal markers. Area developed outlined in yellow.

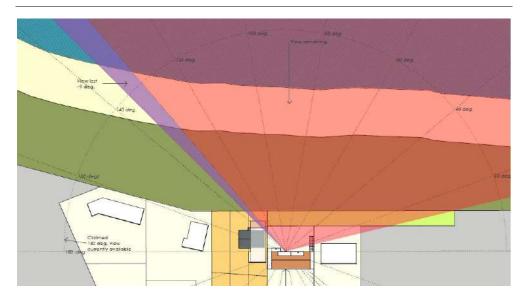


Figure 13 Extract from visual impact assessment.

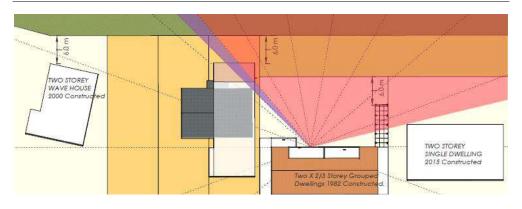


Figure 14 Extract from visual impact assessment.



Figure 15 Respondents claimed impact on views of significance from southern most dwelling. (Courtesy Planning Solutions).

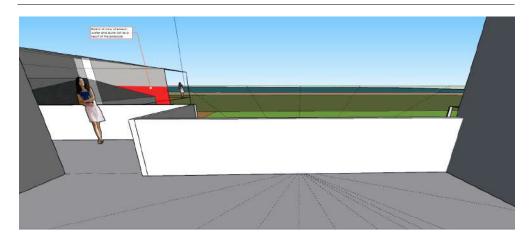


Figure 16 Respondents claimed impact on views of significance contextualised.



Figure 17 Respondents claimed impact on views of significance from southern most dwelling. (Courtesy Planning Solutions).

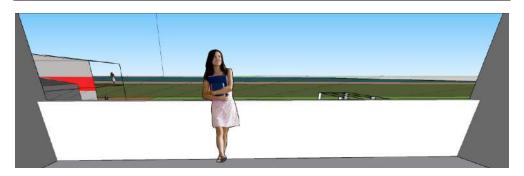


Figure 18 Respondents claimed impact on views of significance contextualised.



Figure 19 Existing view available from northern most dwelling from roof deck.



 $\label{thm:continuous} \mbox{Figure 20 Existing view available from northern most dwelling from internal living area will remain unaffected. }$



Figure 21 Respondents claimed prevailing setback to Lancelin Beach. (Courtesy Planning Solutions).



Figure 22 Hemsley Planning's preferred interpretation of prevailing setbacks noting the northern adjoining dwelling forms a substantial outlier.



Figure 23 Hemsley Planning's preferred interpretation of prevailing setbacks noting the northern adjoining dwelling forms a substantial outlier.

Planning Framework

The subject site is zoned Tourism under LPS9. There is no reasonable opportunity to amalgamate the subject site with any adjoining sites to make the site larger. The subject site theoretically supports three (3) Group Dwellings utilising an underlying R12.5 density. The objectives of the Tourism Zone are to:

a) promote and provide for tourism opportunities;

b) provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;

c) allow limited residential uses where appropriate;

d) encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities;

e) ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and

f) encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.



Figure 24 LPS9 extract depicting zone (Tourism).

Existing Improvements

The existing improvements present on the subject site are summarised as follows:

- 1. Single fibro dwelling;
- 2. Two large sheds and outbuilding;
- 3. Septic tank system.



Figure 25 Aerial view of subject site Nov 2019 (Landgate)

Development Context

Development context is required to be taken into consideration when assessing the compatibility of proposal and the characteristics of the existing and emerging land use mix and built form. The collection of subsequent figures illustrate the physical context of the proposed holiday accompodation. This information has been used to assist with preparation of a Context Plan (enclosed) which we will rely upon in making justification against the Design Principles where relevant.



Figure 26 Streetview of the subject site prior to adjoining tourism development being constructed.



Figure 27 Streetview of the subject site.



Figure 28 Streetview of the subject site.



Figure 29 View of subject site as visible from beach carpark to north.



Figure 30 View of subject site as visible from pedestrian path adjacent to ocean.

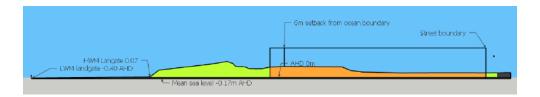


Figure 31 Cross section of the subject site (orange) relative to location of the beach and tidal markers.



Figure 32 Location of site relative to protective offshore coastal features. (Department of Transport October 2012)

LPS9 Land Use

A Caretaker's Dwelling is defined by LPS9 as a dwelling on the same site as a building, operation, or plant or tourist facility, and occupied by a supervisor of that building, operation or plant or tourist facility.

Holiday Accommodation is defined by LPS9 as two or more dwellings on one lot which, by way of trade or business, are made available for occupation by persons, other than the proprietor, for holiday or other temporary purpose.

Proposed Development

The proponent proposes the completed development will comprise a total of five (5) accommodation units and a single Caretakers Dwelling located within three (3) separate buildings.

The development is designed to have an external built form being visually consistent with the appearance of three (3) residential dwellings. Consistent with this appearance single garages and internalised lobbies are provided such that only a single-entry door is visible to the street. This design approach maintains the streetscape rhythm by not appearing as a commercial development and in keeping with existing and highly valued Lancelin coastal character. The design utilised the existing high ground to achieve the views of significance of the ocean which is a critical aspect to the viability of the proposal as it seeks to provide a premium holiday accommodation product.

All Holiday Accommodation units and the Caretaker's Dwelling will be accommodated within the three (3) individual buildings which will be positioned on individual three (3) survey strata titled lots. The Caretaker's Dwelling will be located on the upper floor of the central Building two. Building one proposes a covered pool area protected from the seabreeze, anticipated to be made available to all quests subject to strict use provisions served to quests upon check-in.

The Holiday Accommodation unit type anticipates family friends, or related parties could rent each floor within either Building one or three, or a single group could rent both levels.

Landscaping

A coastal theme is adopted in the landscaping scheme proposed. The planting palette in this scheme have been selected as they have a high tolerance to wind, salt spray and other harsh coastal conditions. Plant selections are based on Coastal Gardens - A Planting Guide for the coastal region between Guilderton and Kalbarri.



Figure 33 Landscape plan proposed.

Sewerage Disposal

The Government Sewerage Policy does not prescribe a minimum lot size for unsewered survey strata and strata lots for grouped dwellings, commercial or industrial development where the built form for each developable lot has been determined and received development approval. Accordingly, a DA is being pursued prior to subdivision with the Shire of Gingin.

The subject is not depicted as being within a sewerage sensitive area. On-site sewerage disposal is proposed as reticulated sewerage is not available in this location. The development proposes each building is serviced by an individual accommodate alternative treatment units (ATU), however the common property area proposed provides a suitable alternative location for the provision of a centralized ATU system which can be accommodated in elevated planter beds and concealed by landscaping.



Figure 34 Government Sewerage Policy Map of Sewerage Sensitive Area extract depicting 'Habitats of specially protected water-dependent fauna, and within 1km of groundwater dependent threatened and priority ecological communities'

Bushfire Risk

A Bushfire Attack Level (BAL) assessment has been prepared (refer enclosed). The bushfire risk is attributable to the coastal vegetation to the immediate west. The BAL level achieved via a 6m rear setback is very manageable BAL-19. As access to the development is located on the opposite side of the coastal vegetation (the risk) via the road, the management of any risk is capable of being adequately achieved in an uncomplicated manner.

Strata Subdivision

The owners of the subject site are simultaneously seeking subdivision approval from the WAPC for a vacant survey strata subdivision as per the staged subdivision plan below. Strata titles being issued prior to development occurring is required outcome for the proposal to be feasible in achieving financing. Individually titling the three (3) SSL's lots prior to development commencing is crucial to the project's viability due to difficulties in securing financing.

The future SSL5 allows for the possibility of a subsequent development of an additional chalet or other holiday accommodation type. In the interim the area will be landscaped and softens the appearance of the development and provides a recreation space which can discretely accommodate ATU in terraced retaining structures, concealed by landscaping.

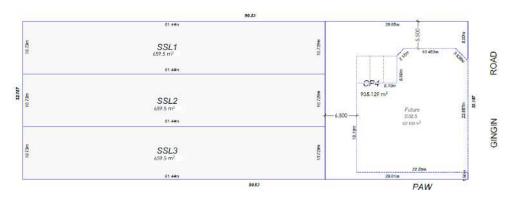


Figure 35 Proposed plan of subdivision.

Coastal Hazard Risk

The subject site and the proposed infill development has been determined by the Shire's commissioned report to be located within the 100 year coastal hazard line and an 'Accommodation' measures approach is sought from the Coastal Hazard risk management and adaption planning hierarchy. The owners are aware of the Shire's projected coastal hazard risk attributable to the possible long-term effects of sea level rise. In response to this and in defense of the Accommodation approach pursued, we draw attention to the following:

- There is an opportunity to place notifications on the certificate of titles for each SSL as per SPP 2.6 Clause 5.5 (ii) stating 'Vulnerable Coastal Area –This lot is located in a area likely to be subject to coastal erosion and/or inundation over the next 100 years';
- The subject site is zoned Tourism and forms part of a Tourism Node. The zoning based on the site's immediate proximity
 to the ocean and views of significance achieved. Proximity and views to the ocean are critical to the viability of highend, but low density tourism development as proposed;
- The infill development is located on the highest portion of the site which has an AHD of 4.00. While the position of the development is closest to the ocean, it is in fact the least vulnerable portion of the subject site as it would not be subject to inundation as modelled to the extent that the 1.60 AHD balance portion of the site closest to the street; and
- The overall site and individual survey strata lot length both allow for a staged retreat/incremental redevelopment if the assessed in fact risk eventuates as it is not certain to occur. The subject site and design submitted allows for sufficient space to remain available to redevelop should the coastal hazards materialize without suffering the risk of storm surge by being located in the low lying portions of the site.

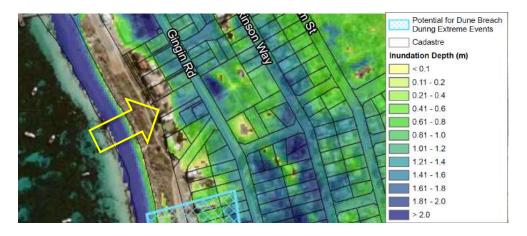


Figure 36 Worst case scenario - Inundation Depth based on peak water level from 500yr ARI design storm in planning year 2120 (includes 0.9m Sea Level Rise Allowance) (Baird). Note the rear portion of the site is at substantial risk of inundation.

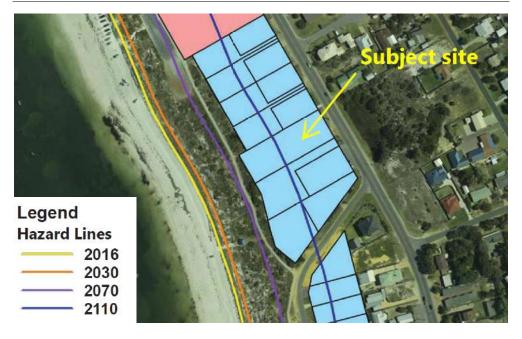


Figure 37 Shire of Gingin Coastal Hazards Map (2019)

Baird points out in its June 2020 report that "[i]t is important to note that the lines do not represent the shoreline position in future planning periods, rather the area over which the coastal processes have been calculated to potentially act based on the guidelines of SPP2.6."

In our view, the inundation mapping based on lidar topography data far more accurately identifies a real risk, whereas the coastal hazard lines are generic and based on distance to the coast rather than factoring finer topographical details.

In summary, the owners are aware of the documented coastal hazard risk, namely the modelled areas of inundation and projected coastal erosion. Collectively, we are firmly of the opinion the proposed development as designed is located on the least vulnerable portion of this site. From discussions with the Shire, we are aware of a recent development application in the Shire which through a resolved SAT process, has resulted in an event limit/triggered development approval. We would be prepared to accept a similar condition of development approval.

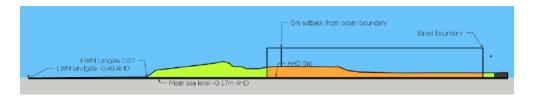


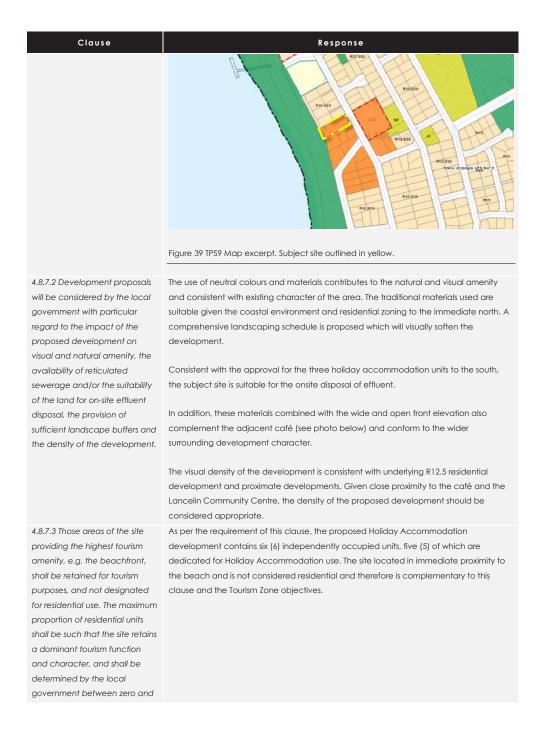
Figure 38 Cross-section of the subject site (orange) relative to location of the beach and tidal markers.

Planning Assessment

The following section outlines aspects of the proposal requiring either clarification or a Design Principle assessment and provides justification against applicable Design Principles, planning objectives, and relevant town planning considerations.

SHIRE OF GINGIN- TOWN PLANING SCHEME NO. 9 - CLAUSE 4.8.7 TOURISM ZONE

Clause	Response	
4.8.7.1 Development within the	As per the zoning table in the TPS 9, "Holiday Accommodation" is a use not listed.	
Tourism Zone will comprise a	However, in accordance with Schedule 1 – Dictionary of Defined Words and Expressions,	
range of land uses set out in the	"Holiday Accommodation" is a use defined.	
purpose and objectives of the		
Zone and in the Zoning Table.	Holiday Accommodation is a use which consistent with the objectives of the Tourism	
Dependent upon the use	Zone objectives and aspirations of the Local Planning Strategy. The location of the	
proposed, sites for such	development is consistent with intent of the Scheme map.	
developments will normally be		
identified within or in close		
proximity to established		
settlements.		



MINUTES ORDINARY COUNCIL MEETING 17 AUGUST 2021

Clause	Response
25 per cent inclusive. AMD 14	
GG 08/04/16.	
4.8.7.4 Where tourism	As this development is considered Holiday Accommodation with the exclusion of the
development with no	upper floor of Building 2.
permanent or semi-permanent	
residential units is proposed,	
local government may at its	
discretion vary the maximum	
plot ratio imposed. AMD 14 GG	
08/04/16	
4.8.7.5 Where strata titling is	A draft management statement is included in this submission.
proposed, appropriate	
management arrangements in	
a management statement	
which ensures that all units will	
be let out for tourism	
4.8.7.6 The maximum	There is only one proposed residential dwelling (caretaker's dwelling) on the subject site,
percentage of residential	regardless, this dwelling is incidental to the dominant Holiday Accommodation land use.
units/development on site shall	3
comply with the following at all	
stages of the development:	
(a) the proportion of residential	
units relative to the total number	
of accommodation units on the	
site shall be equal to or less than	
the approved percentage.	
(b) the site area occupied by	
the residential units, and any	
areas designated for the	
specific use of occupiers of	
those units, relative to the area	
occupied by the short-stay	
development shall be equal to	
or less than the approved	
percentage. In calculating the	
area occupied by the two	
development categories, those	
facilities available for common	

Clause	Response
use shall be excluded from the	
calculation.	
(c) that any individual	
residential unit and as a whole	
any residential component of	
such a development shall be of	
a design and scale that is	
clearly is subsidiary to the	
tourism component of the	
development such that the	
tourism component remains	
dominant in all aspects.	
4.8.7.7 Proposals for offices and	As this development is considered holiday accommodation, this clause is not applicable.
reception centres in the Tourism	
Zone will only be considered	
where they are incidental to,	
and support the proposed	
tourism use on the site.	
4.8.7.8 Tourism development	An onsite manager will resident in the central building 2 on the upper floor.
that incorporates	
accommodation and/or	
reception facilities shall include	
provision for an onsite manager.	
4.8.7.9 Proposals for subdivision	There is no proposal for subdivision or development of a residential land use.
and development for	
Residential land uses in the	
Tourism zone will be determined	
in accordance with Residential R12.5 code unless combined	
with a Tourism proposal.	
4.8.7.10 In considering proposals	As per Part 3 – Zones and the Use of Land, 3.2.8 Tourism Zone; the proposed Holiday
in the Tourism Zone, local	Accommodation increases the opportunity for tourism activity. Furthermore, there is no
government shall have regard	residential component to the proposal, which is to be considered as supportive of the
for the zone objectives, the	tourism objectives.
scale and bulk of the proposal	Solom objectives.
and its integration with	The development capitalises upon the natural amenity and proximity to the beach.
surrounding land uses. AMD 14	Harnessing this as a tourism opportunity, the development also appropriately integrates
GG 08/04/16	with the surrounding land uses (primarily as it is situated within immediate proximity of
	Isabella's Cottage Café, and a 5-minute walk to the Have a Chat General Store and the
	Lancelin IGA (see figure 1 below).
	In regards to the proposed built-form, the development is of a similar scale and bulk to
	surrounding developments, especially when considering those developments closer to
	the beachfront (see figure 2 below).

Clause	Response
4.8.7.11 Local government may,	Compliant.
at its discretion, require	
proposed shared facilities in	
tourist developments to be	
established in the first stage of	
development. AMD 14 GG	
08/04/16	
4.8.7.12 To reduce the likelihood	Acknowledged.
of tourism accommodation	
being used as permanent or	
semi-permanent	
accommodation, a maximum	
length of stay provision of three	
months in any twelve-month	
period should apply to the	
tourism units on all	
developments.	

R-CODES CLAUSE 5.1.3 C3.1 LOT BOUNDARY SETBACK

Design Principle	Justification	
Variations: Both the north and south lot boundary setbacks require a design principle assessment.		
P3.1 Buildings set back from lot boundaries or adjacent buildings on the same lot so as to:		
reduce impacts of building bulk	Any impact perceived to be generated by impacts of the proposed northern	
on adjoining properties;	elevation is fully mitigated by the lack of any meaningful interface apparent in the	
	northern adjoining dwelling which is designed to be orientated towards the ocean view.	
• provide adequate direct sun and	The articulation provided along the side setback positively benefits the amenity of the	
ventilation to the building and	adjoining dwellings, reducing the visual impact of the wall on the ground and upper	
open spaces on the site and	floors.	
adjoining properties; and		
minimise the extent of	The impact of the variations are moderated by the use of minor openings which	
overlooking and resultant loss of	articulate the walls but do not contribute to an unreasonable loss of visual privacy	
privacy on adjoining properties.	when considering existing overlooking generated by each adjoining dwelling.	
	In terms of ventilation, relative to the direction of prevailing winds, the setbacks	
	achieved to both the north and south are considered sufficient and offer no	
	obstruction to adequate ventilation to either adjoining property nor themselves.	
	A substantial portion of the shadow cast by the proposal is over the southern adjoining	
	dwelling is used for vehicle access. The remaining shadow cast falls short of that	

Design Principle	Justification	
	dwellings significant OLAs which are located on an upper floor balcony and on the	
	opposite side of that property.	
	The proposal demonstrates design principle compliance with the R-Codes provisions	
	relating to overlooking addressed subsequently in this report.	

R-CODES CLAUSE 5.1.3 C3.2 LOT BOUNDARY SETBACK ON BOUNDARY WALLS

Design Principle	Justification		
Variations: On-boundary walls are proposed to both adjoining boundaries.			
•	Comment: The subject site is zoned Tourism. R12.5/R20. An R20 zoning does not require a six (6) metre rear setback. The R20		
zoning is triggered upon the provision of reticulated sewerage.			
On the basis of Local Planning Scheme cl 4.3.2 'development and subdivision in accordance with the higher code (R20)			
ŭ .	sewerage is available.' If reticulated sewerage is were made available, there would		
be no variation.			
P3.2 Buildings built up to boundaries ((other than the street boundary) where this:		
makes more effective use of	The on-boundary walls proposed allow for larger areas of functionally dimensioned		
space for enhanced privacy for	open space as compared to created narrow side setback areas unusable space.		
the occupant/s or outdoor living	These areas are used for effluent disposal and recreation. The application of		
areas;	discretion in determining the on-boundary wall variation, will be of significant benefit		
does not compromise the design	to the design of the proposal and whilst lessening the impact on the amenity of		
principle contained in clause 5.1.3	adjoining landowners.		
P3.1;			
does not have any adverse	The areas adjoined by the external on boundary walls are of limited amenity. Each		
impact on the amenity of the	adjoining landowner would reasonably expect to have an on-boundary wall as		
adjoining property;	proposed located adjoining the lot boundary given the R20 split density.		
ensures direct sun to major	Dath on boundary walls policy a superprints constrain from the adicining dwallings		
openings to habitable rooms and	Both on boundary walls achieve appropriate separation from the adjoining dwellings openings to avoid impacting natural light and more importantly proximity of OLA's.		
outdoor living areas for adjoining	openings to avoid impacting national ight and more importantly proximity of OLA's.		
properties is not restricted; and	The on-boundary walls will be not a foreign feature in the immediate context of the		
 positively contributes to the 	proposed development nor will it be an identifiable feature in the completed		
prevailing or future development	development owning to its location 60m from the street.		
context and streetscape as			
outlined in the local planning			
framework.			

Reflective Daylighting Effect

Both adjoining dwellings stand to benefit from the effects of reflective daylighting. To form the opinion that a wall, can only generate a negative impact on access to natural light, fails to consider the principle of reflective building geometry. The figure below illustrates the perpendicular alignment of walls to the boundary and the light-coloured upper-level wall of the proposed

MINUTES ORDINARY COUNCIL MEETING 17 AUGUST 2021

accommodation can and will contribute to access to natural reflective sunlight. A principle which in this instance embraces the separating chasm generated between the proposed and adjoining building on the upper floor. The use of light-coloured renders enhances the access to natural light, particularly for the south eastern adjoining dwelling.

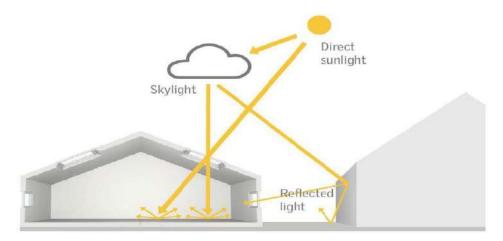


Figure 40 Reflective daylighting effect. The design will be able to deliver reflective sunlight to the existing adjoining dwelling.

R-CODES CLAUSE 5.4.1 VISUAL PRIVACY

Design Principle	Justification		
Variations: In response to objections raised by the northern adjoining landowner, the solid wall located on the northern			
building's balcony and OLA has bee	en removed. Overlooking now occurs to the yard area of the northern adjoining dwelling		
as it adjoins the beach reserve.			
P1.1 Minimal direct overlooking of active habitable spaces and outdoor living areas of adjacent dwellings achieved			
through:			
building layout and location;	The elevated position of the subject site will result in an attractive and distant view to		
 design of major openings; 	the ocean which will strongly focus the eye beyond the adjoining lot such that the		
landscape screening of outdoor	outlook will be orientated away from adjoining properties.		
active habitable spaces; and/or			
location of screening devices.	The design does not impose on the visual privacy of the adjoining lots being that the		
	section of adjoining property able to be viewed is not outdoor living areas and is		
	somewhat visible from the path adjacent to the rear boundaries.		
	We consider further screening measures in addition to those already specified would		
	result in much diminished amenity of the accommodation and would have		
	detrimental impact in terms of obstruction of views affecting the adjoining dwelling.		
P1.2 Maximum visual privacy to side and rear boundaries through measures such as:			
offsetting the location of ground	Any impact perceived to be generated by impacts of the proposed major opening		
and first floor windows so that	on the UF balcony of the proposal will be fully mitigated by the lack of any meaningful		
viewing is oblique rather than			
direct;			

Design Principle	Justification	
building to the boundary where	interface apparent in the northern adjoining dwelling which has nominated significant	
appropriate;	setback from the rear boundary.	
setting back the first floor from		
the side boundary;	The specification of a major openings as proposed is a a result of the objection	
providing higher or opaque and	relating to obstruction of views which the proponent has gone to significance length	
fixed windows; and/or	to subsequently mitigate and demonstrate the minor nature of the impact.	
screen devices (including		
landscaping, fencing, obscure	The proposal has located openings to avoid overlooking and to ensure the	
glazing, timber screens, external	overlooking proposed is oblique and indirect. Whilst screening devices would provide	
blinds, window hoods and	a DTC outcome, the design has sought to provide surveillance to the pedestrian path	
shutters).	The addition of screening devices would be detrimental to both the views of the	
	neighbouring dwellings and sunlight access.	

Summary

Hemsley Planning is of the opinion that the proposal is consistent with the local planning framework in respect of land use, development intensity and general amenity streetscape contribution. The proposed development responds to two active frontages, a coastal hazard risk, bushfire risk and a challenging topography whilst ensuring the amenity of adjoining developments is not unreasonably compromised.

The proposal presents an example of good design outcomes achieved on a site with significant development constraints which will assist in the Towns economic recovery and focus on tourism.

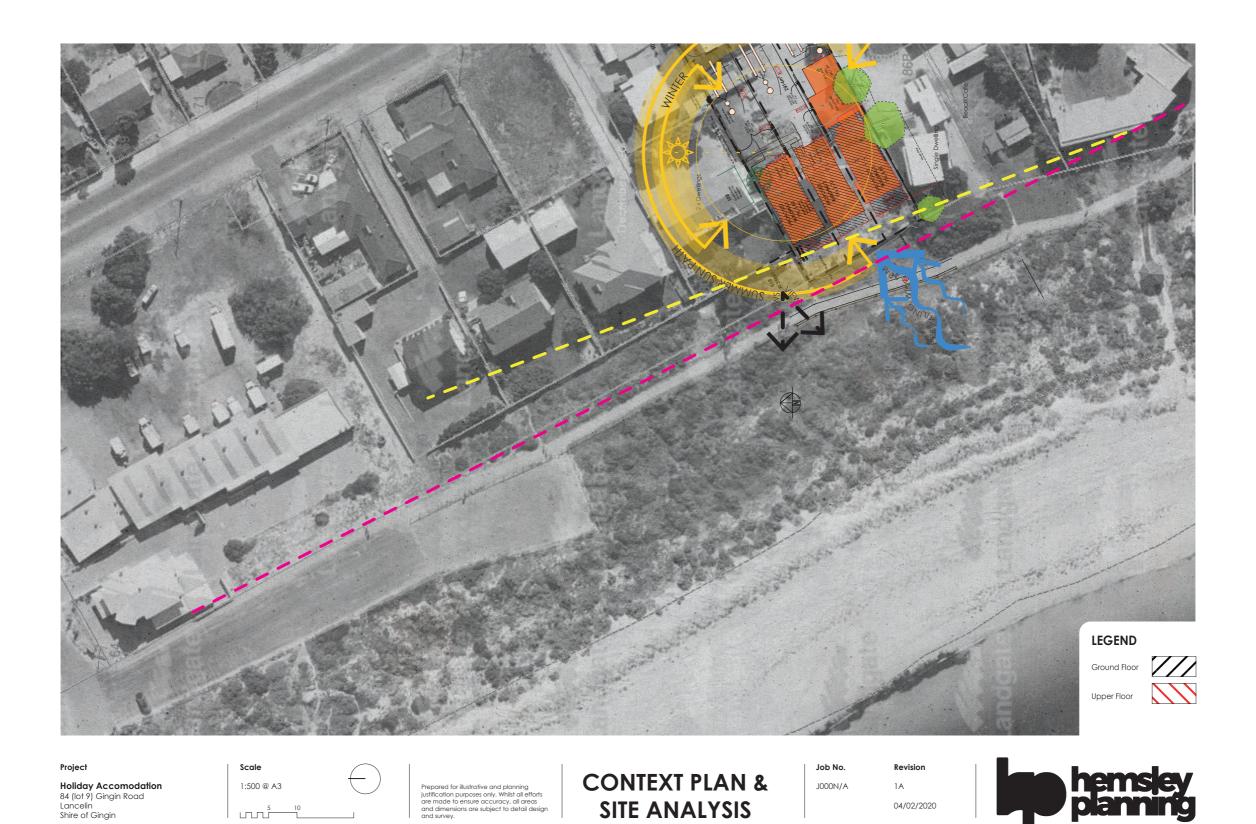
Should clarification on any aspects of this matter, please do not hesitate to contact the undersigned on 0415 337 100 or by email at alex@hplanning.com.au.

Kind regards

Alex Hemsley

Director | Principal Planner

BA Urban & Regional Planning (Curtin) LGPA



SITE ANALYSIS

2.5



SITE ANALYSIS

04/02/2020

537

CATHERINE'S BEACHSIDE HOLIDAY ACCOMODATION

DEVELOPMENT APPLICATION

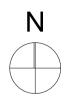
LOT 9 (#84) GINGIN ROAD
LANCELIN
SHIRE OF GINGIN





©





LOCALITY PLAN 1:555.56

	CLIENT:		
	EMERY/de GRUSSA		
	SITE ADDRESS:		
	LOT 9 (No 84) GINGIN		
ı	LO1 7 (140 04) GINGIN		

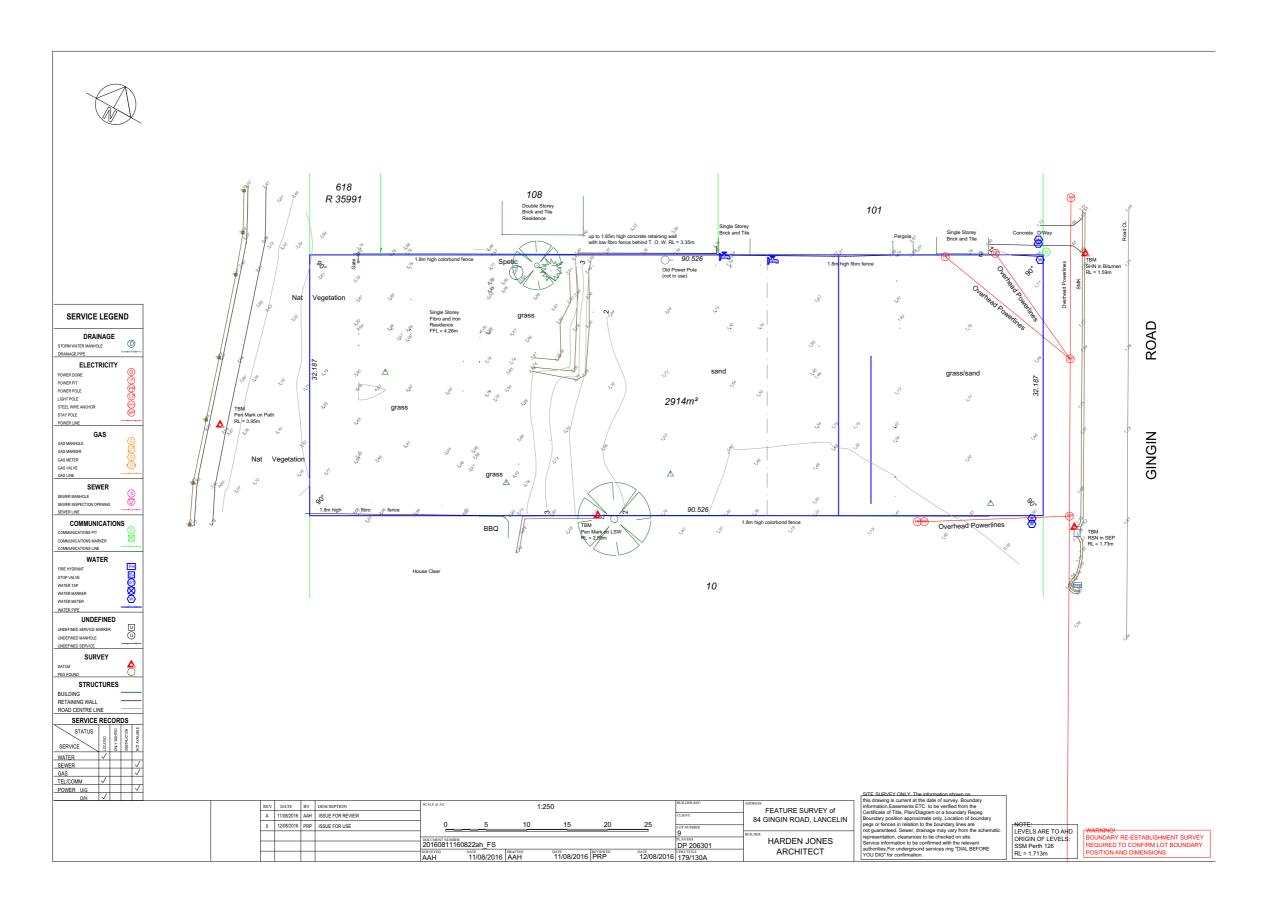
ROAD LANCELIN

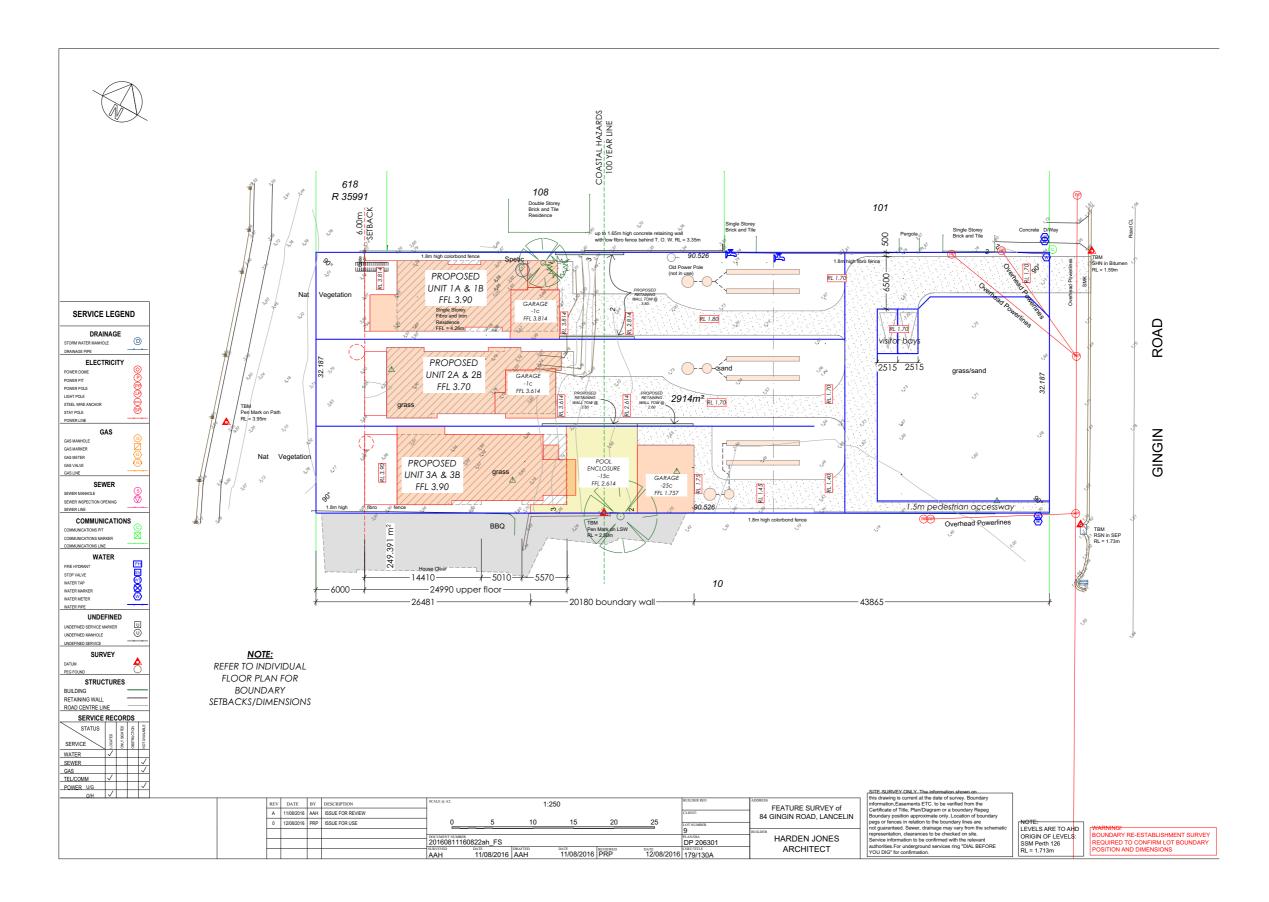
LOCALITY PLAN		
DRAWN: RICCADONNA DESIGN		SCALE: AS SHOWN
STATUS: DEVELOPMENT APPLICATION		REVISION:
PUBLISH DATE: Sunday, 18 July 2021	C:\Users\CLAIRE\	DE lents\1. CI

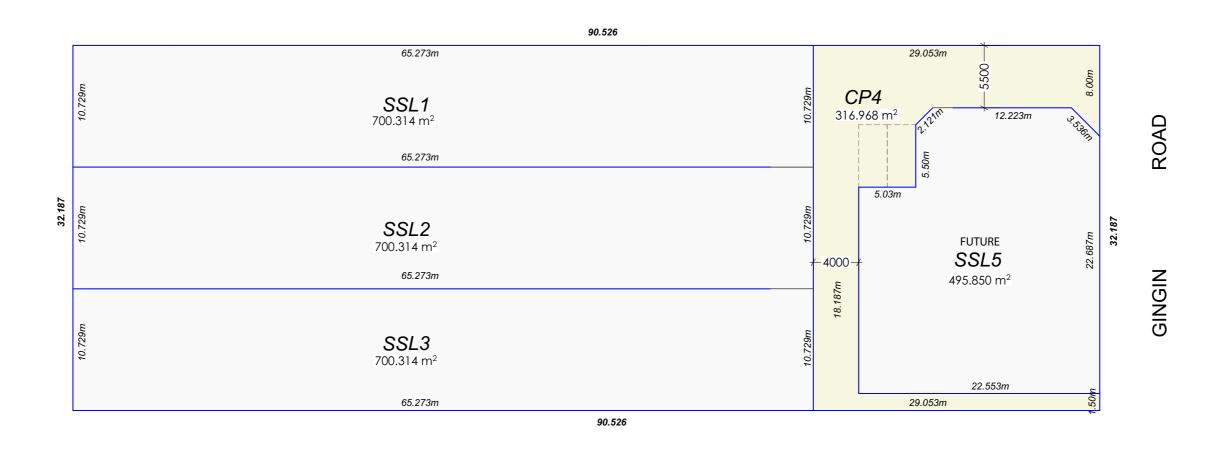
REV A 23.11.20 DEVELOPMENT APPLICATION REV b 15.12.20 DEVELOPMENT APPLICATION

PROPOSED HOLIDAY ACCOMODATION DEVELOPMENT



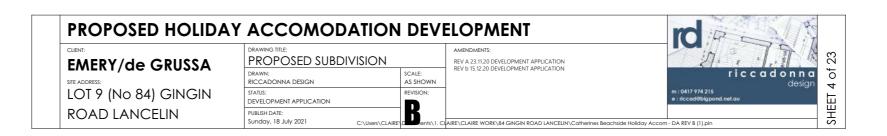


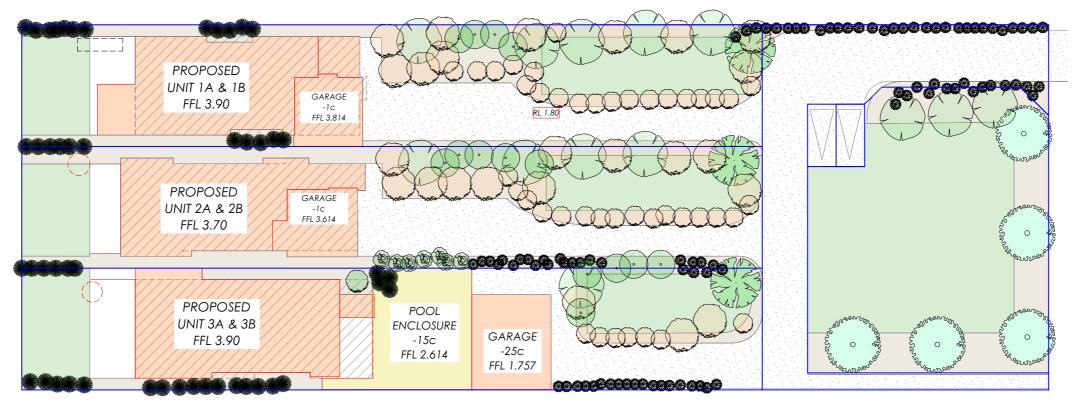




PROPOSED SUBDIVISION

1:25





LANDSCAPING PLAN 1:250



LANDSCAPING LEGEND

Dongara Mallee - Eucalyptus Obtusiflora Chenille Honey Myrtle - Melaluca Huegelii

3

Native Hibiscus - Alyogyne Hakeifolia

Coastal Thryptomene - Thryptomene Baeckeacea

Cockies Tounges - Templetonia Retusa

Grey Cottonheads - Conostylis Candicans

Native Wisteria - Hardenbergia Comptoniana

Lomandra Maritima

Dragon Tree - Draceana Draco

10

Pinebark - Mulch

Lawn - Velvetene



EMERY/de GRUSSA LOT 9 (No 84) GINGIN **ROAD LANCELIN**

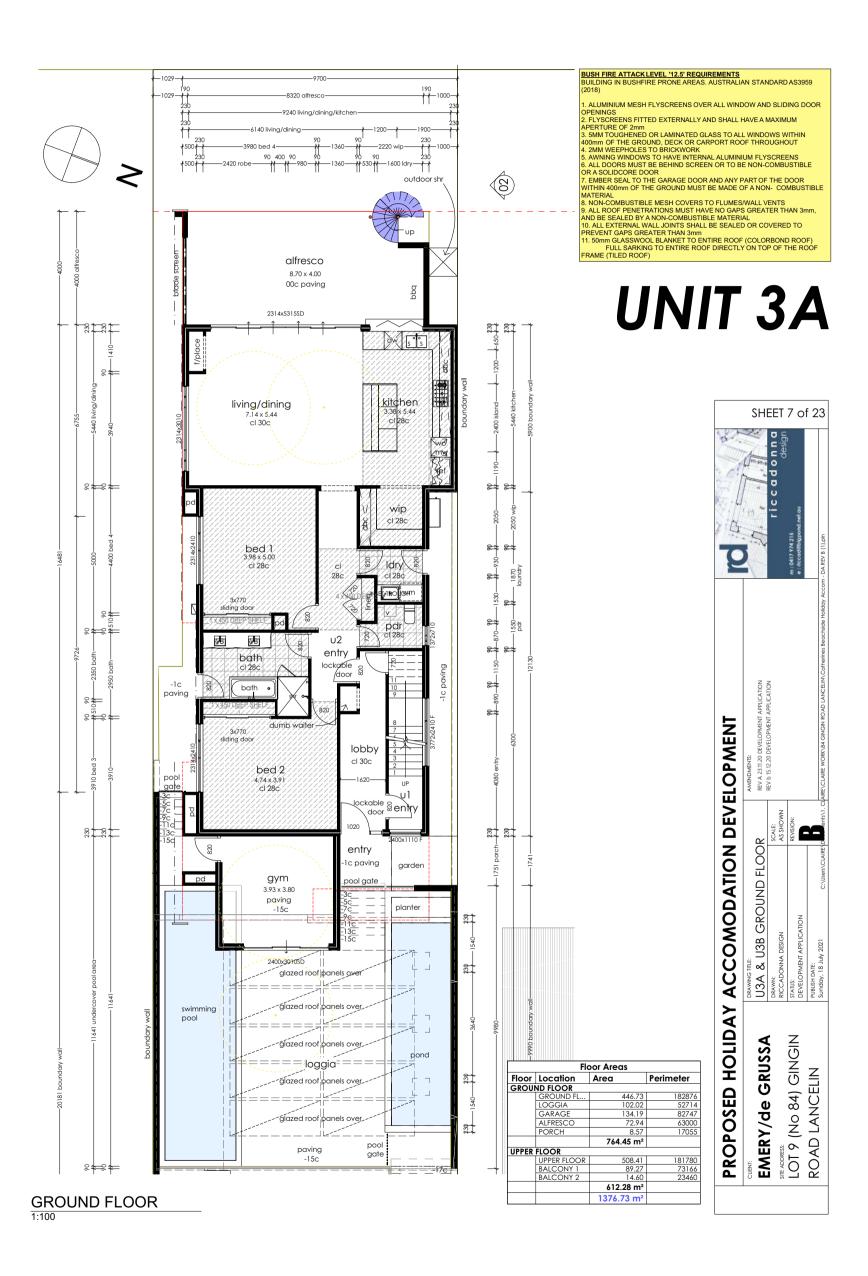
LANDSCAPING PLAN SCALE: AS SHOWN DRAWN: RICCADONNA DESIGN STATUS: DEVELOPMENT APPLICATION B PUBLISH DATE: Sunday, 18 July 2021

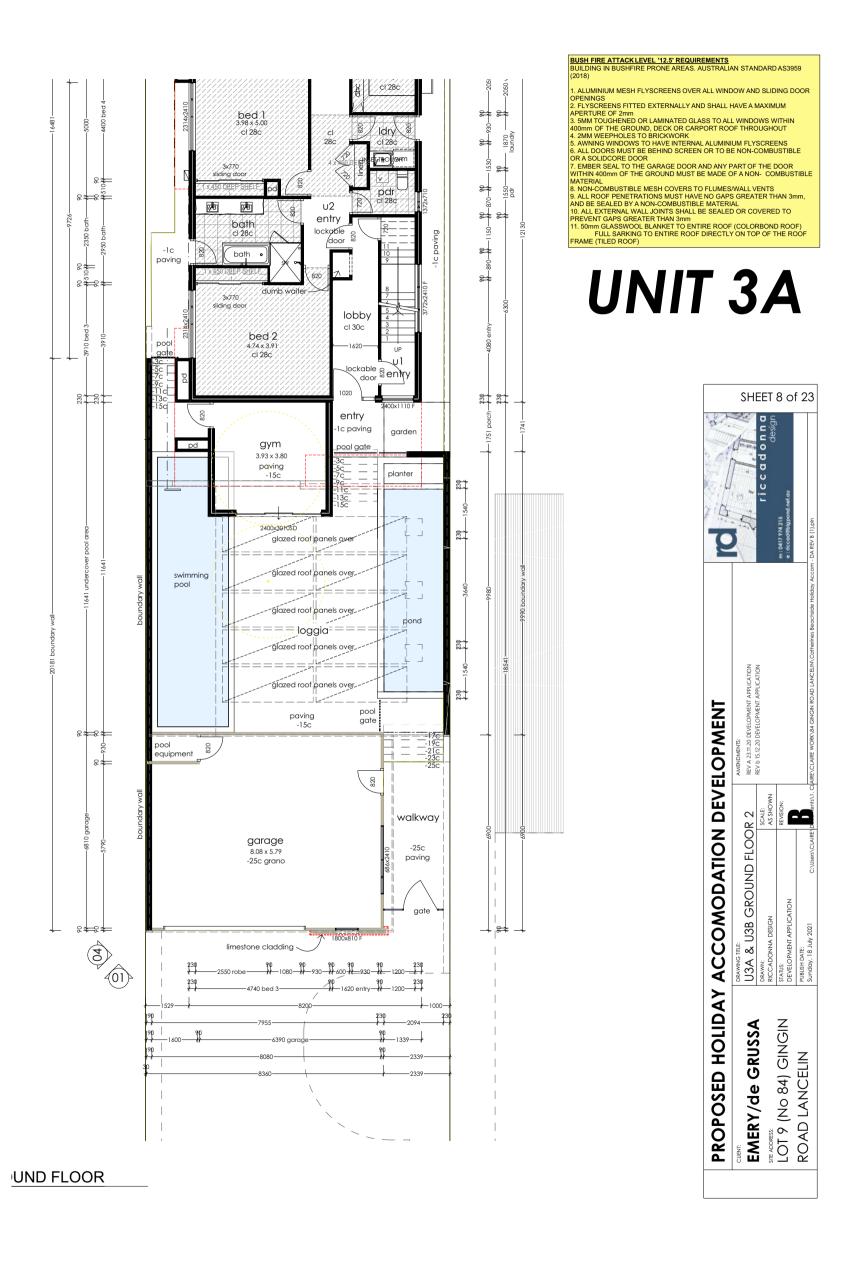
SHEET 5 of 23

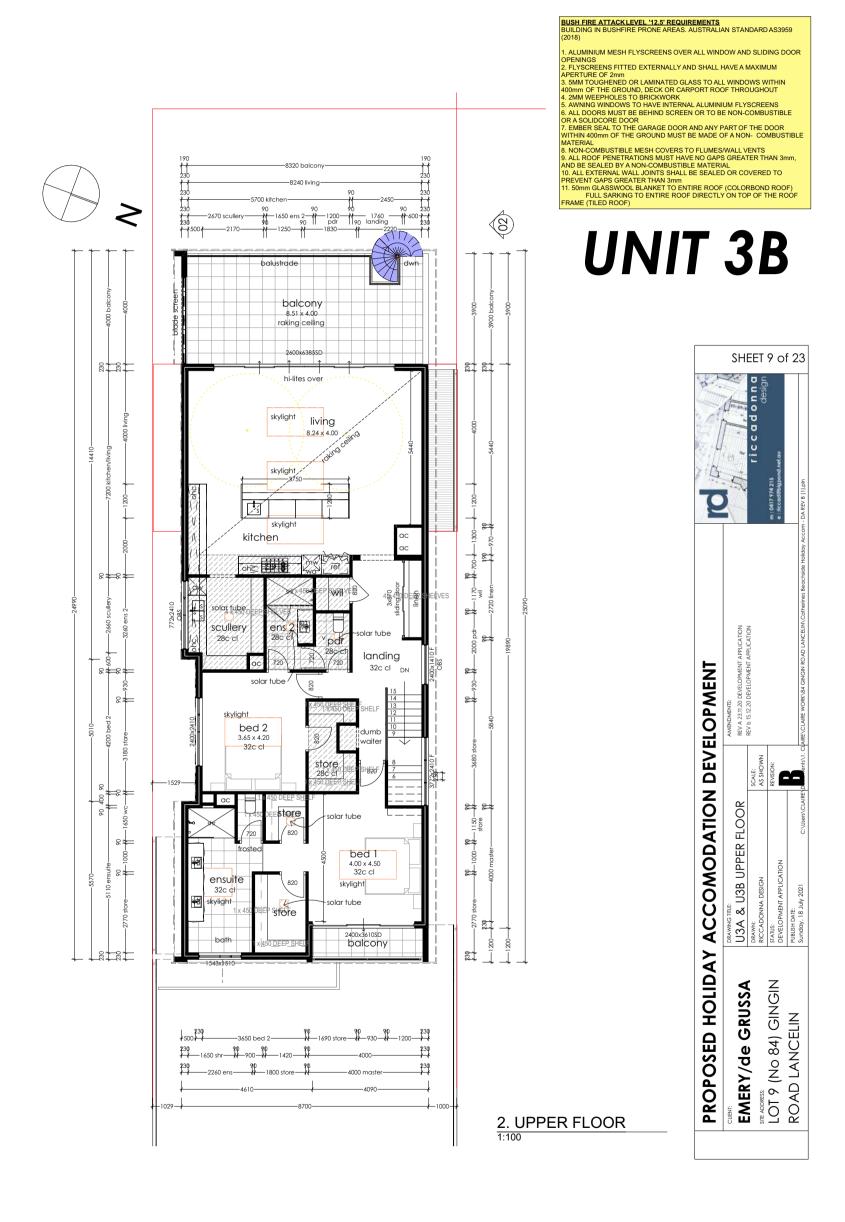


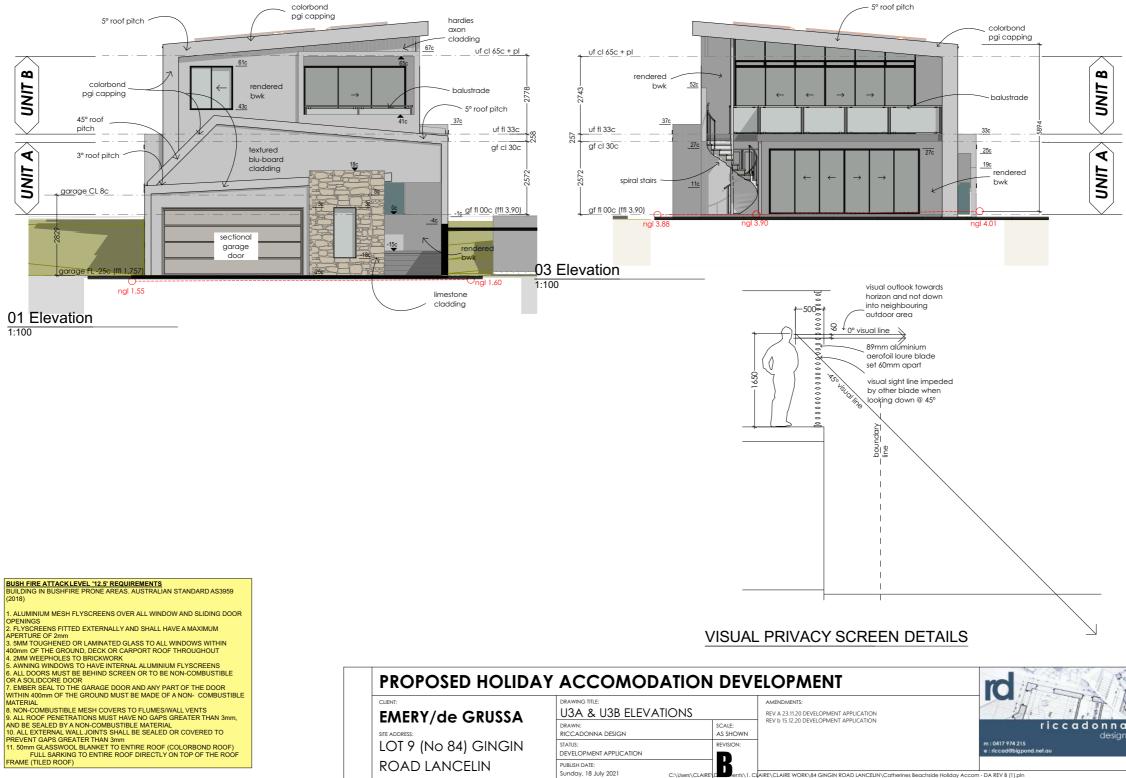
$\frac{\mathsf{OVERSHADOWING\ PLAN}}{_{1:500}}$

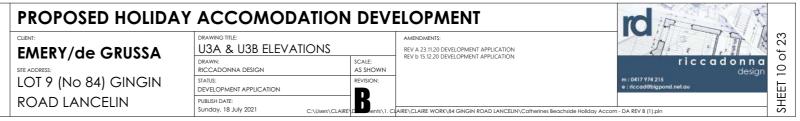
PROPOSED HOLIDA	Y ACCOMODATION	N DEV	ELOPMENT	m F
EMERY/de GRUSSA	DRAWING TITLE: OVERSHADOWING PLAN		AMENDMENTS: REV A 23.11.20 DEVELOPMENT APPLICATION	
SITE ADDRESS:	DRAWN: RICCADONNA DESIGN	SCALE: AS SHOWN	REV b 15.12.20 DEVELOPMENT APPLICATION	riccadonna desian
LOT 9 (No 84) GINGIN	STATUS: DEVELOPMENT APPLICATION	REVISION:		m : 0417 974 215 e : riccad⊕bigpond.net.au
ROAD LANCELIN	PUBLISH DATE: Sunday, 18 July 2021 C:\Users\	CLAIRE\Deciments\1. 0	CLAIRE\CLAIRE WORK\84 GINGIN ROAD LANCELIN\Catherines Beac	hside Holiday Accom - DA REV B (1),pln

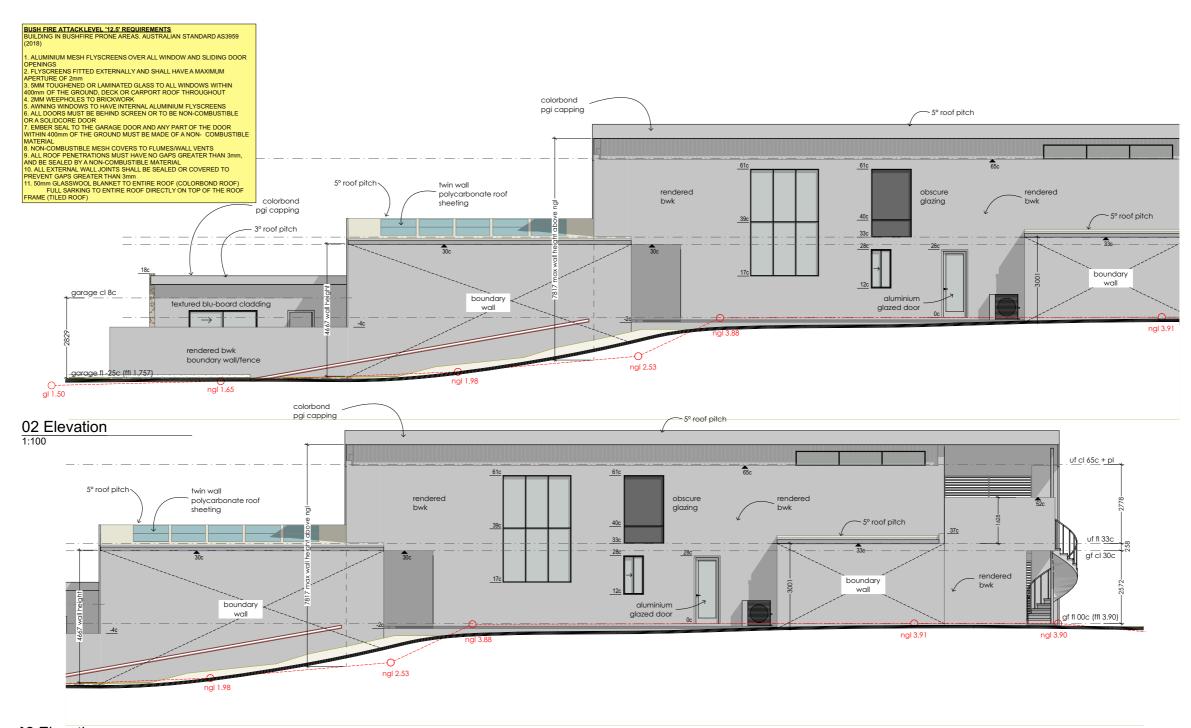






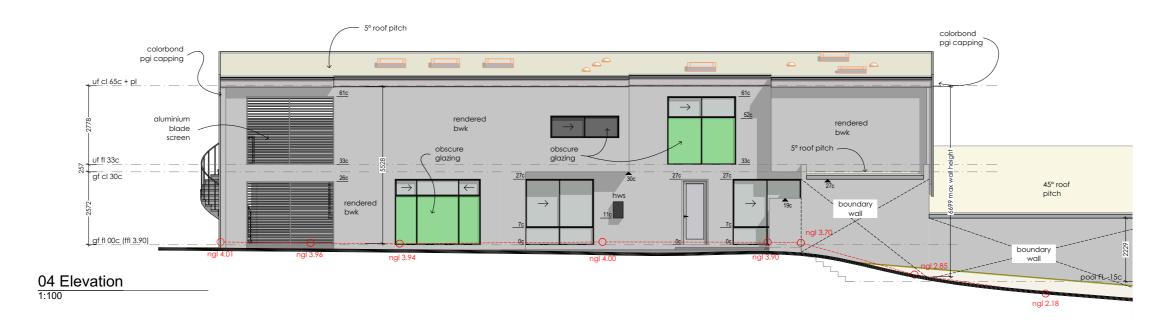


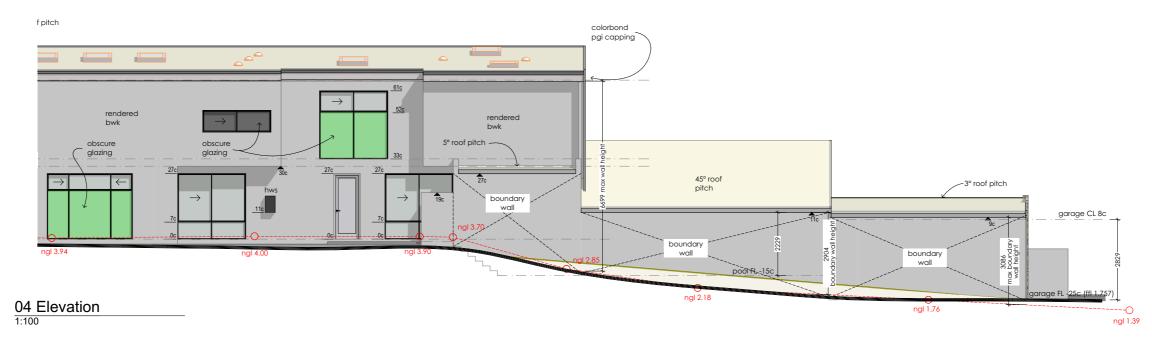


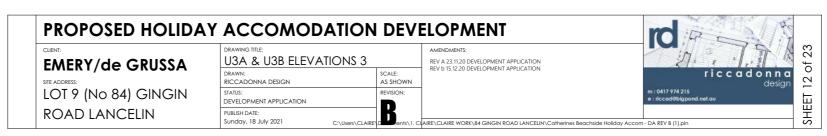


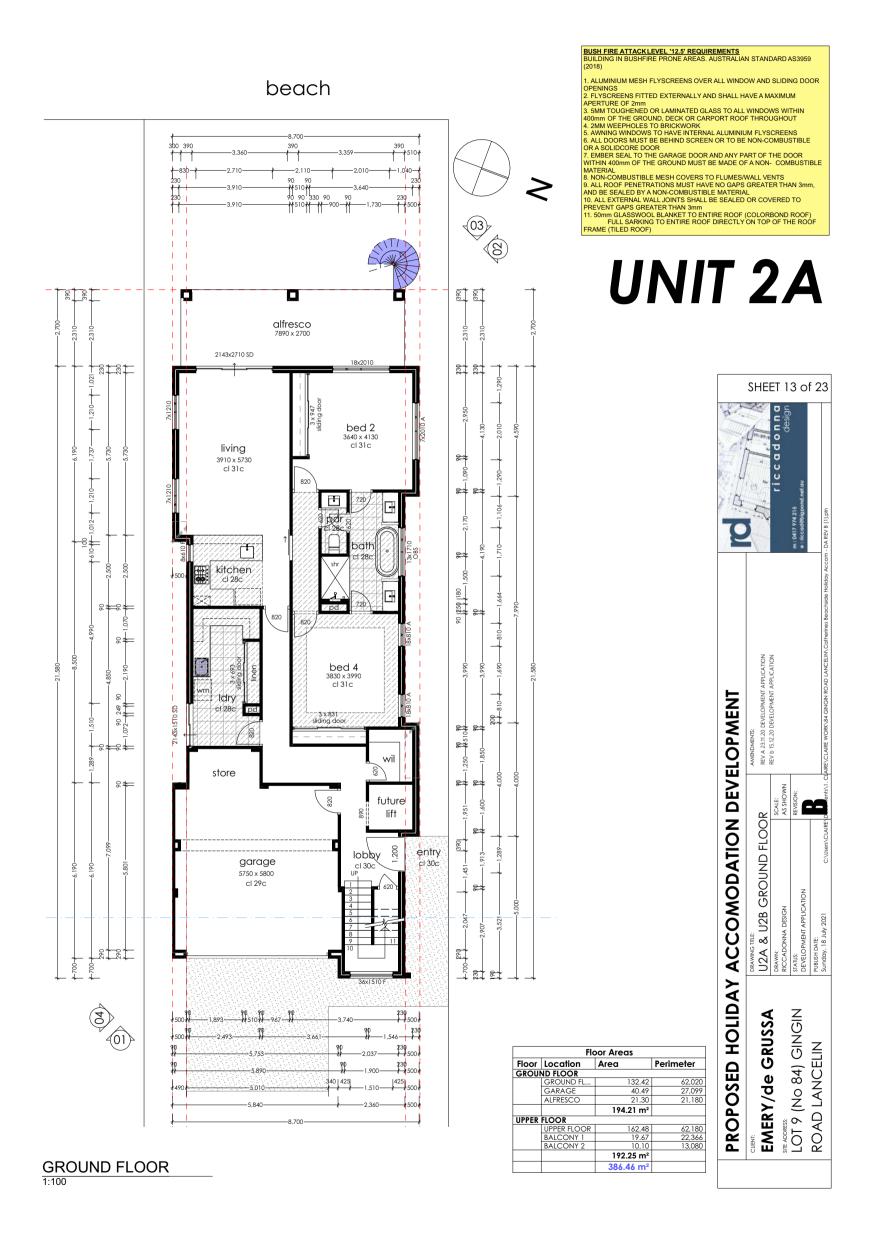
)2 Elevation

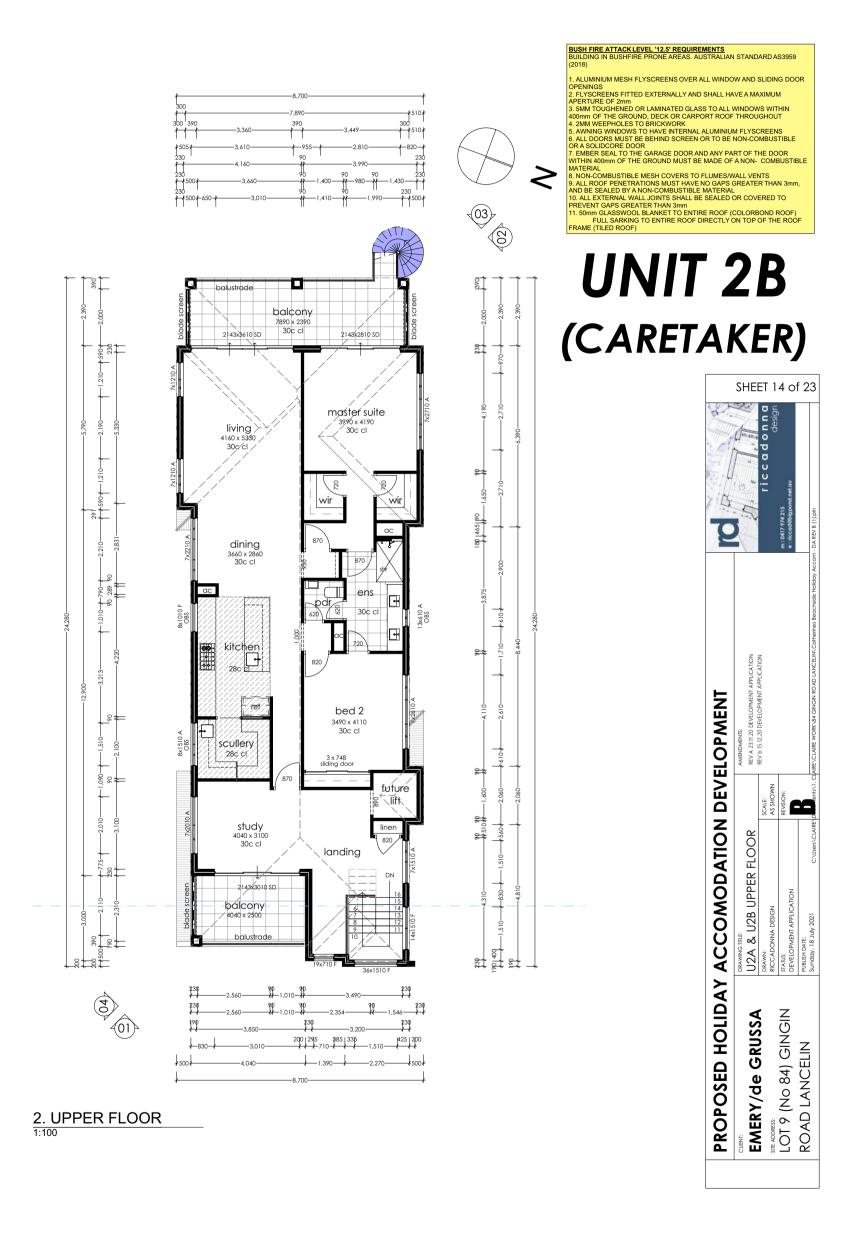
100

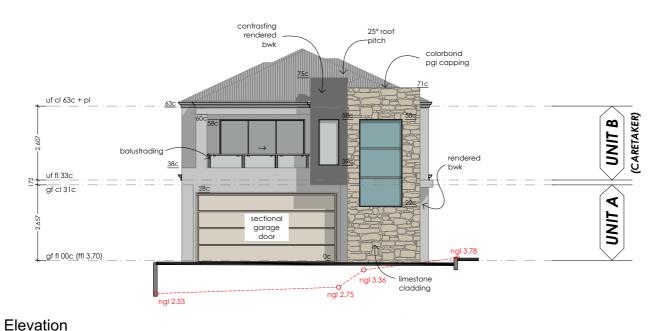












rendered bwk

ngl 3.36

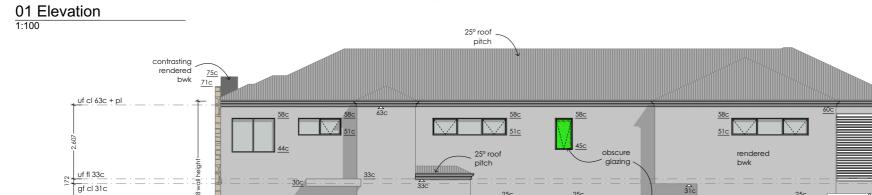
BUSH FIRE ATTACK LEVEL '12.5' REQUIREMENTS
BUILDING IN BUSHFIRE PRONE AREAS. AUSTRALIAN STANDARD AS3959

(2018)

1. ALUMINIUM MESH FLYSCREENS OVER ALL WINDOW AND SLIDING DOOR OPENINGS
2. FLYSCREENS FITTED EXTERNALLY AND SHALL HAVE A MAXIMUM APERTURE OF 2mm
3. SMM TOUGHENED OR LAMINATED GLASS TO ALL WINDOWS WITHIN 400mm OF THE GROUND, DECK OR CARPORT ROOF THROUGHOUT
4. 2MM WEEPHOLES TO BRICKWORK
5. AWNING WINDOWS TO HAVE INTERNAL ALUMINIUM FLYSCREENS
6. ALL DOORS MUST BE BEHIND SCREEN OR TO BE NON-COMBUSTIBLE OR A SOLIDCORE DOOR
7. EMBER SEAL TO THE GARAGE DOOR AND ANY PART OF THE DOOR WITHIN 400mm OF THE GROUND MUST BE MADE OF A NON-COMBUSTIBLE MATERIAL
8. NON-COMBUSTIBLE MESH COVERS TO FLUMES/WALL VENTS
9. ALL ROOF PENETRATIONS MUST HAVE NO GAPS GREATER THAN 3mm, AND BE SEALED BY A NON-COMBUSTIBLE MATERIAL
10. ALL EXTERNAL WALL JOINTS SHALL BE SEALED OR COVERED TO PREVENT GAPS GREATER THAN 3mm
11. 50mm GLASSWOOL BLANKET TO ENTIRE ROOF (COLORBOND ROOF) FULL SARKING TO ENTIRE ROOF DIRECTLY ON TOP OF THE ROOF FRAME (TILED ROOF)

UNIT B (CARETAKER)

UNIT A



glazed aluminium door

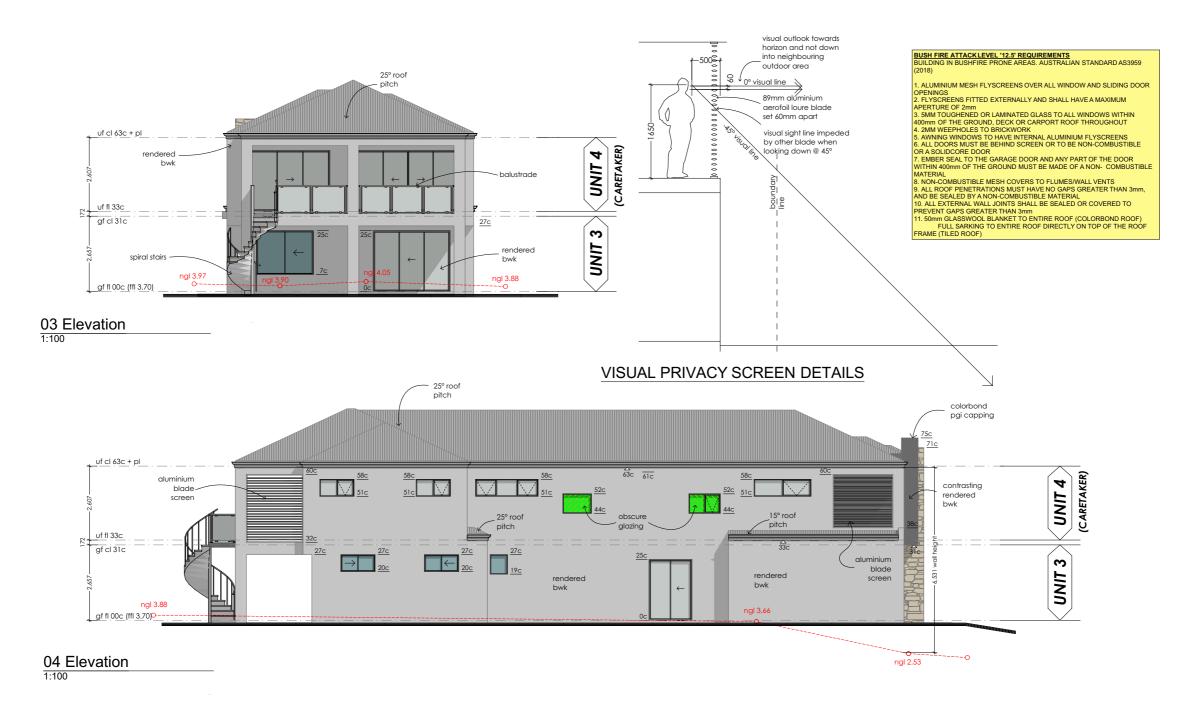
02 Elevation 1:100

gf fl 00c (ffl 3.70)

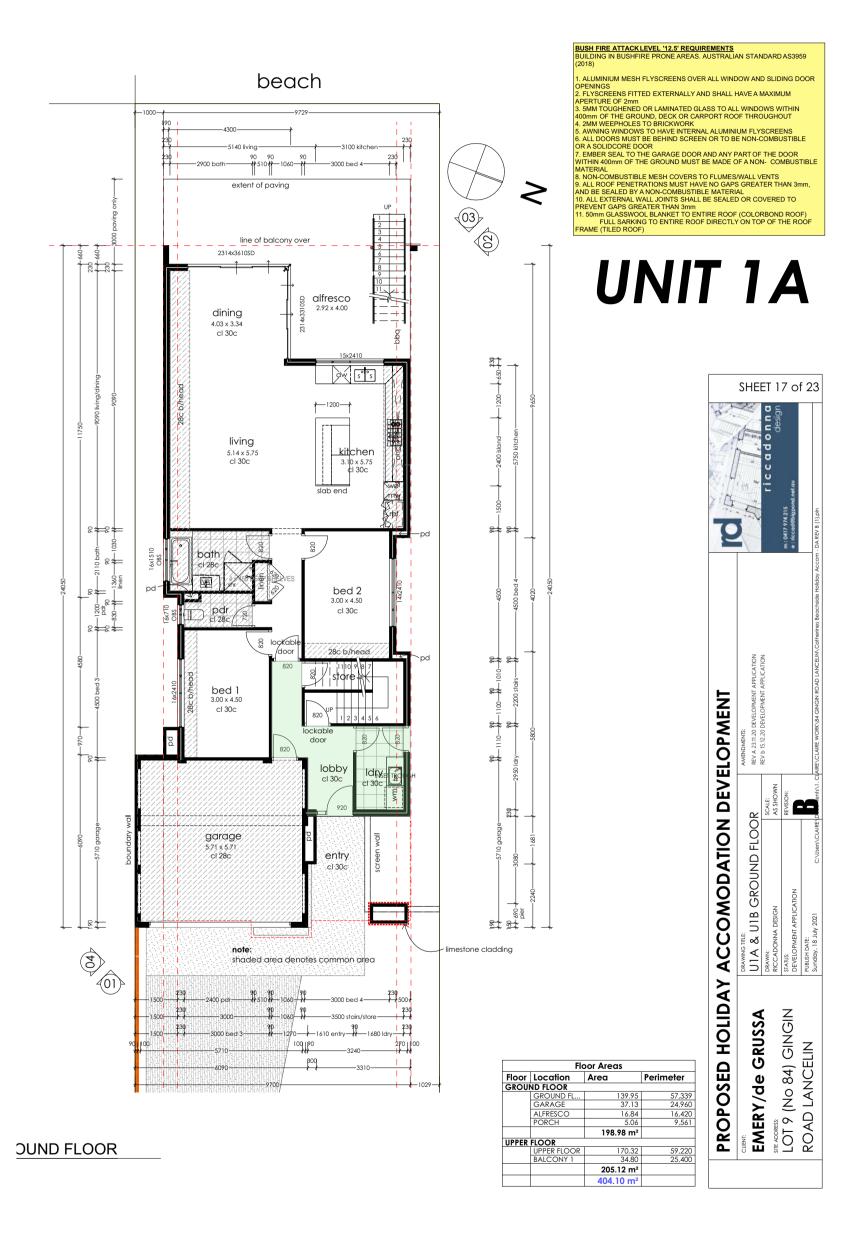
ngl 2.46

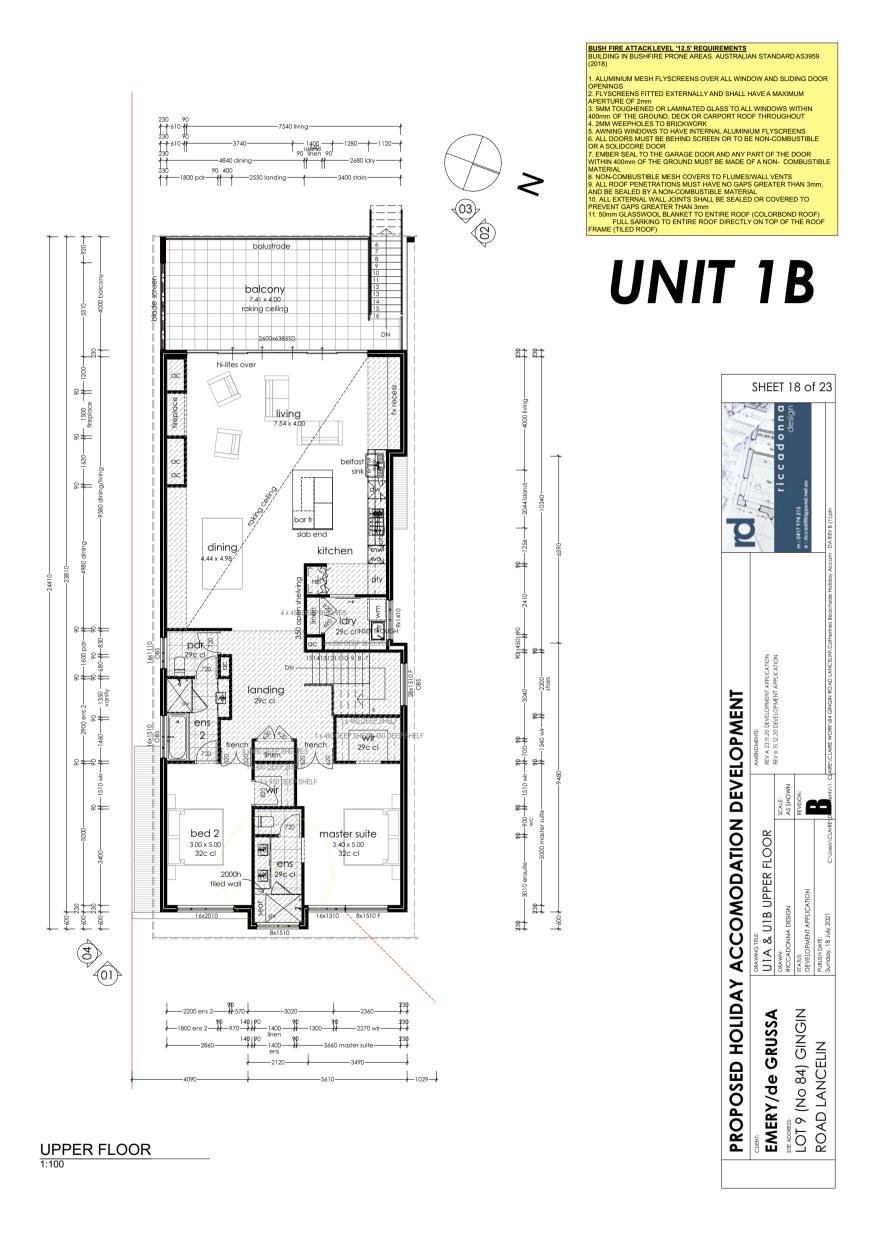
PROPOSED HOLIDA	rd P				
EMERY/de GRUSSA	DRAWING TITLE: U2A & U2B ELEVATIONS		AMENDMENTS: REV A 23.11.20 DEVELOPMENT APPLICATION	233	
SITE ADDRESS:	DRAWN: RICCADONNA DESIGN	SCALE: AS SHOWN	REV b 15.12.20 DEVELOPMENT APPLICATION	riccadonna design	
LOT 9 (No 84) GINGIN	STATUS: DEVELOPMENT APPLICATION	REVISION:		m: 0417 974 215 e: riccad@bigpond.net.av	
ROAD LANCELIN	PUBLISH DATE: Sunday, 18 July 2021 C:\Users\CI	AIRE\D ents\1. C		I	

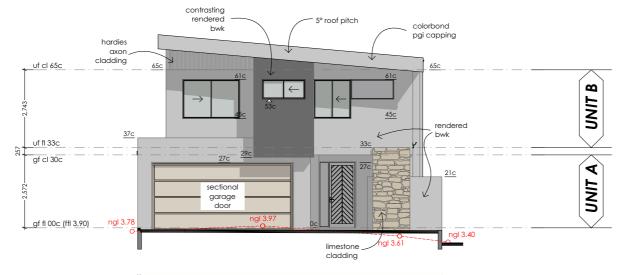
rendered bwk



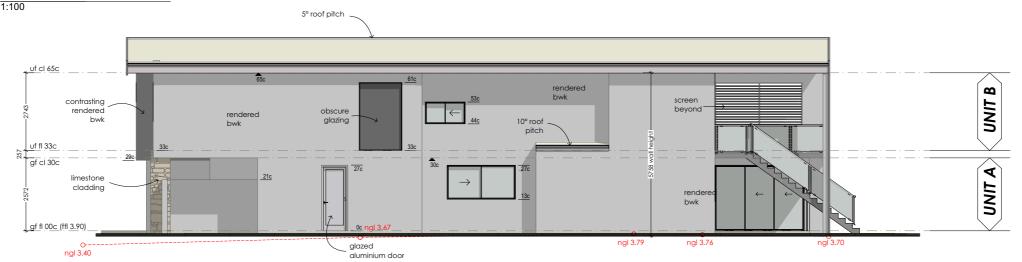
PROPOSED HOLIDA	ME			
EMERY/de GRUSSA	DRAWING TITLE: U2A & U2B ELEVATIONS 2		AMENDMENTS: REV A 23.11.20 DEVELOPMENT APPLICATION	
SITE ADDRESS:	DRAWN: RICCADONNA DESIGN	SCALE: AS SHOWN	REV b 15.12.20 DEVELOPMENT APPLICATION	riccadonna design
LOT 9 (No 84) GINGIN	STATUS: DEVELOPMENT APPLICATION	REVISION:		m : 0417 974 215 e : riccad⊕bigpond.net.au
ROAD LANCELIN	PUBLISH DATE: Sunday, 18 July 2021 C:\Usi	ers\CLAIRE\D	AIRE\CLAIRE WORK\84 GINGIN ROAD LANCELIN\Catherines Beact	hside Holiday Accom - DA REV B (1)-pln







01 Elevation



02 Elevation

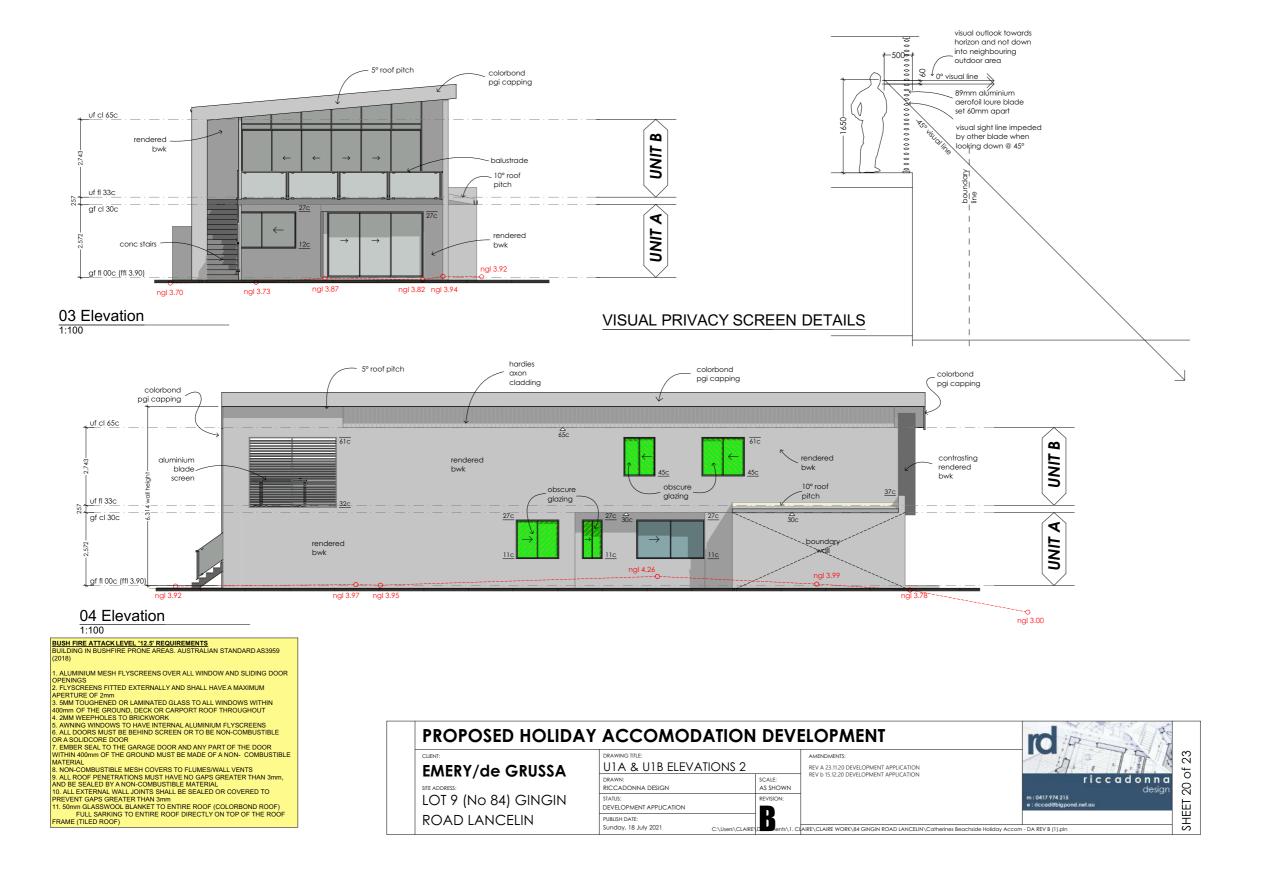
1:100

BUSH FIRE ATTACKLEVEL '12.5' REQUIREMENTS
BUILDING IN BUSHFIRE PRONE AREAS. AUSTRALIAN STANDARD AS3959

ALUMINIUM MESH FLYSCREENS OVER ALL WINDOW AND SLIDING DOOR

1. ALUMINIUM MESH FLYSCREENS OVER ALL WINDOW AND SLIDING DOOR OPENINGS
2. FLYSCREENS FITTED EXTERNALLY AND SHALL HAVE A MAXIMUM APERTURE OF 2mm
3. SMM TOUGHENED OR LAMINATED GLASS TO ALL WINDOWS WITHIN 400mm OF THE GROUND, DECK OR CARPORT ROOF THROUGHOUT
4. 2MM WEEPHOLES TO BRICKWORK
5. AWNING WINDOWS TO HAVE INTERNAL ALUMINIUM FLYSCREENS
6. ALL DOORS MUST BE BEHIND SCREEN OR TO BE NON-COMBUSTIBLE OR A SOLIDCORE DOOR
7. EMBER SEAL TO THE GARAGE DOOR AND ANY PART OF THE DOOR WITHIN 400mm OF THE GROUND MUST BE MADE OF A NON-COMBUSTIBLE MATERIAL
8. NON-COMBUSTIBLE MESH COVERS TO FLUMES/WALL VENTS
9. ALL ROOF PENETRATIONS MUST HAVE NO GAPS GREATER THAN 3mm, AND BE SEALED BY A NON-COMBUSTIBLE METERNAL
10. ALL EXTERNAL WALL JOINTS SHALL BE SEALED OR COVERED TO PREVENT GAPS GREATER THAN 3mm
11. 50mm GLASSWOOL BLANKET TO ENTIRE ROOF (COLORBOND ROOF)
FULL SARKING TO ENTIRE ROOF DIRECTLY ON TOP OF THE ROOF FRAME (TILED ROOF)

PROPOSED HOLIDAY ACCOMODATION DEVELOPMENT rd 19 of 23 U1A & U1B ELEVATIONS **EMERY/de GRUSSA** REV A 23.11.20 DEVELOPMENT APPLICATION REV b 15.12.20 DEVELOPMENT APPLICATION DRAWN: RICCADONNA DESIGN SCALE: AS SHOWN LOT 9 (No 84) GINGIN SHEET STATUS: DEVELOPMENT APPLICATION B **ROAD LANCELIN** PUBLISH DATE: Sunday, 18 July 2021









FEATURE STONE CLADDING



PAVING

PROPOSED HOLIDAY ACCOMODATION DEVELOPMENT

CLIENT:

EMERY/de GRUSSA

SITE ADDRESS:

LOT 9 (No 84) GINGIN

ROAD LANCELIN

DRAWN:

RICADONA DESIGN

SCALE:

RICADONA DESIGN

STATUS:

DEVELOPMENT APPLICATION

REVISION:

DRAWN:

RICADONA DESIGN

SCALE:

RICADONA DESIGN

REVISION:

DRAWN:

RICADONA DESIGN

REVISION:

DEVELOPMENT APPLICATION

REV D 15.12.20 DEVELOPMENT APPLICATION

REV D 15.12.20 DEVELOPMENT APPLICATION

Ticc add on n a design

M: 0417 974 215

O: Idecadd/big/poind.net.gu

EVALUATION

C:\Users\Claim

C:\Users\Claim

C:\Users\Claim

REVISION:

DRAWN:

RICADONA DESIGN

REVISION:

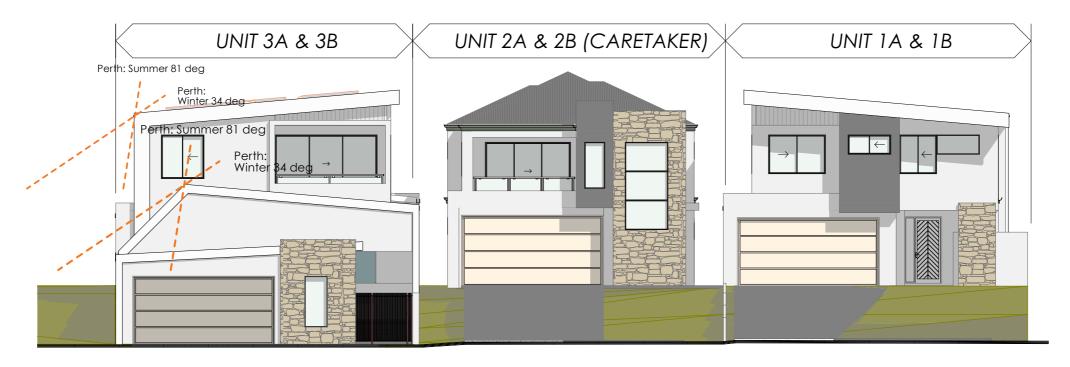
DEVELOPMENT APPLICATION

REV D 15.12.20 DEVELOPMENT APPLICATION

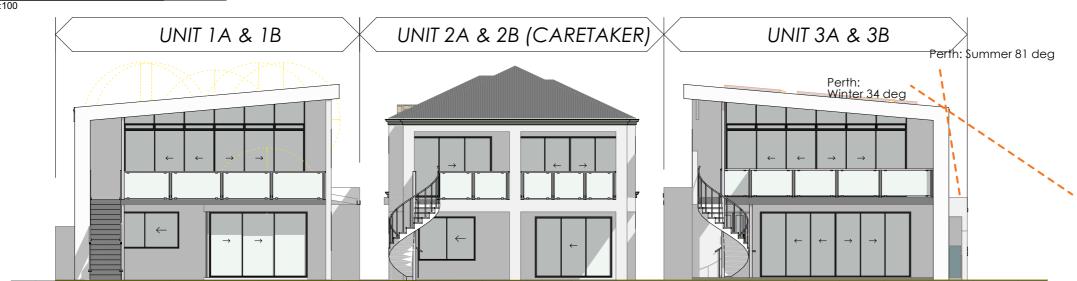
AMENDMENTS:

REV D 15.12.20 DEVELOPMENT APPLICATION

REV D 15.12.2



$\underset{1:100}{\textbf{STREETSCAPE - GINGIN ROAD}}$



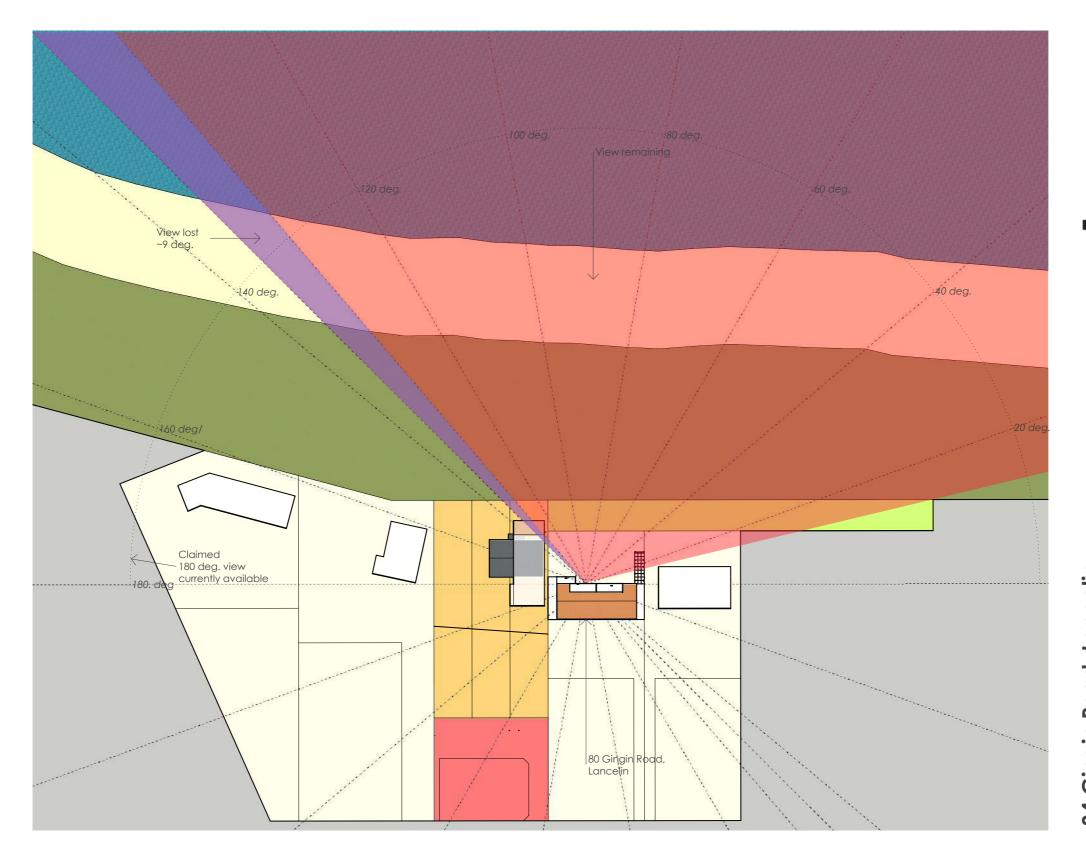
BEACH FRONTAGE

PROPOSED HOLIDAY ACCOMODATION DEVELOPMENT				m F
EMERY/de GRUSSA	DRAWING TITLE: OVERALL ELEVATIONS		AMENDMENTS: REV A 23.11.20 DEVELOPMENT APPLICATION	
SITE ADDRESS:	DRAWN: RICCADONNA DESIGN	SCALE: AS SHOWN	REV b 15.12.20 DEVELOPMENT APPLICATION	riccadonna design
LOT 9 (No 84) GINGIN	STATUS: DEVELOPMENT APPLICATION	REVISION:		m: 0417 974 215 e: riccad@bigpond.net.au
ROAD LANCELIN	PUBLISH DATE: Sunday, 18 July 2021 C:\Users'	\CLAIRE\D lents\1. C	LAIRE\CLAIRE WORK\84 GINGIN ROAD LANCELIN\Catherines Beact	hside Holiday Accom - DA REV B (1).pln

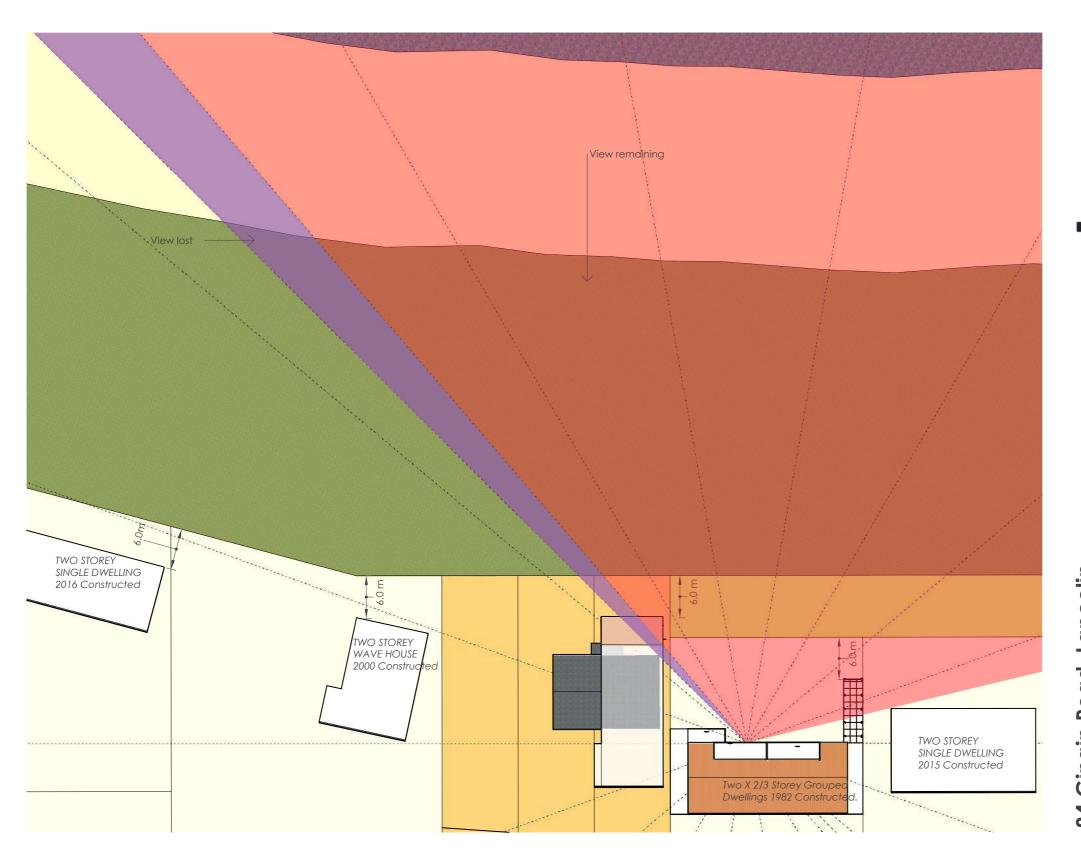




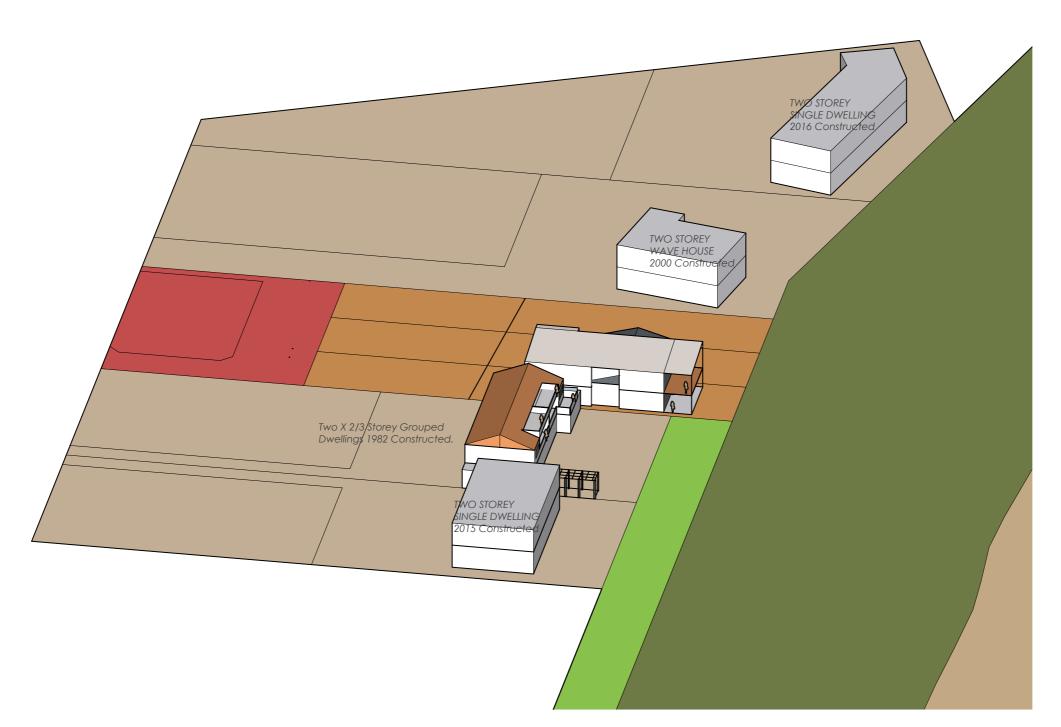
PROPOSED HOLIDA	Y ACCOMODATI	ION DEVI	ELOPMENT	TO P
EMERY/de GRUSSA	DRAWING TITLE: 3D IMAGERY		AMENDMENTS: REV A 23.11.20 DEVELOPMENT APPLICATION	
SITE ADDRESS:	DRAWN: RICCADONNA DESIGN	SCALE: AS SHOWN	REV b 15.12.20 DEVELOPMENT APPLICATION	riccadonna Odesign
LOT 9 (No 84) GINGIN	STATUS: DEVELOPMENT APPLICATION	REVISION:		m:0417974 215 e::iccad@bigpond.net.au
ROAD LANCELIN	PUBLISH DATE: Sunday, 18 July 2021 C:\Use	sers\CLAIRE\D	AIRE\CLAIRE WORK\84 GINGIN ROAD LANCELIN\Catherines Beac	<u> </u>



84 Gingin Road, Lancelin Visual Impact Assessment



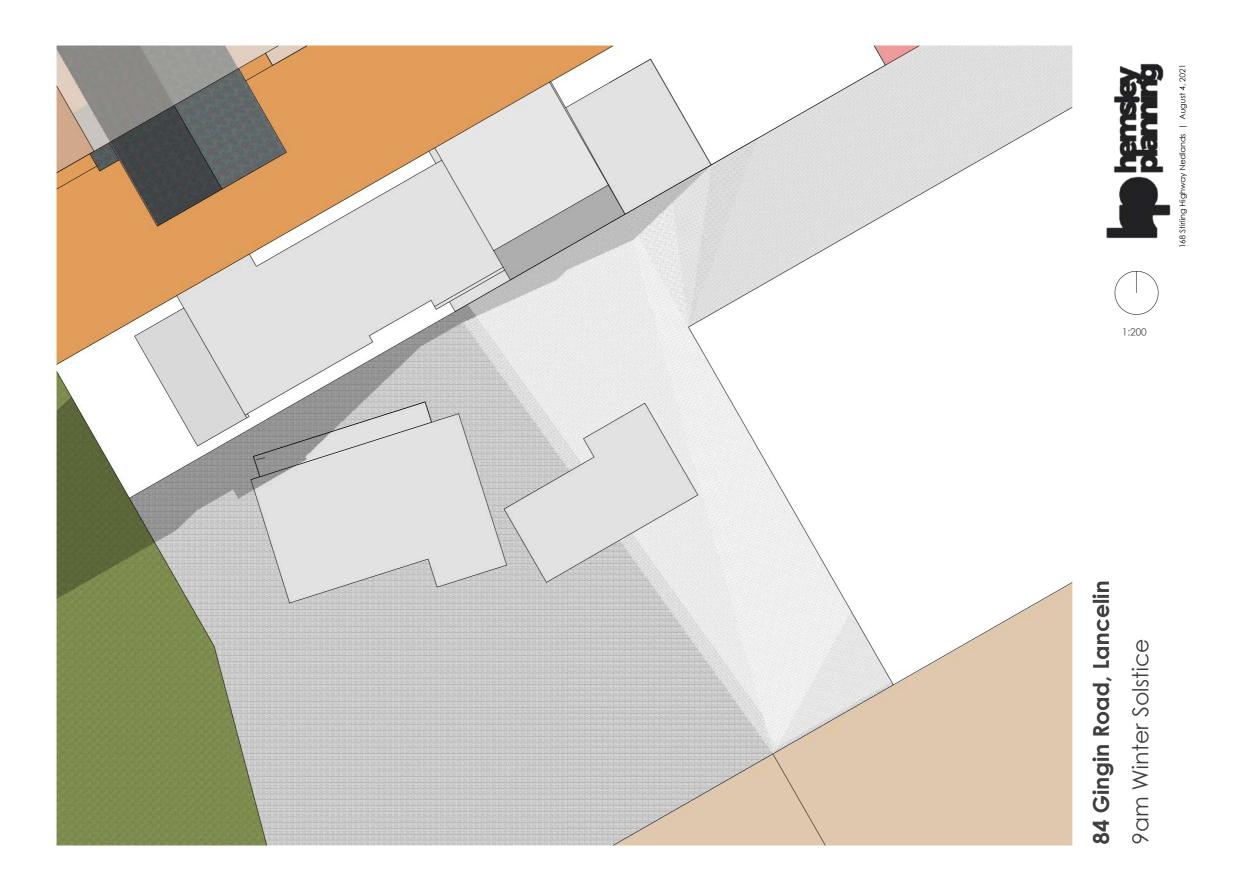
84 Gingin Road, Lancelin Visual Impact Assessment

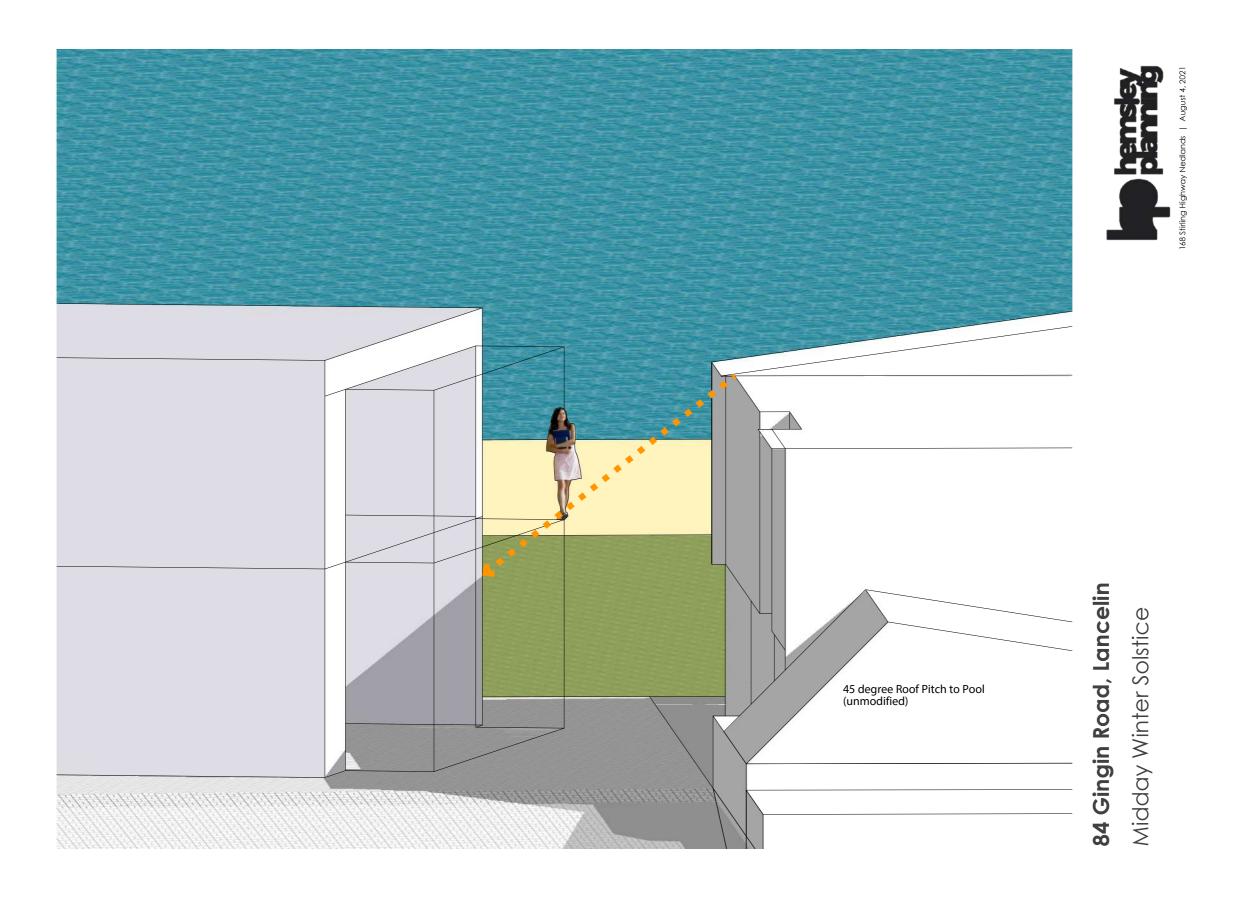




84 Gingin Road, Lancelin Visual Impact Assessment

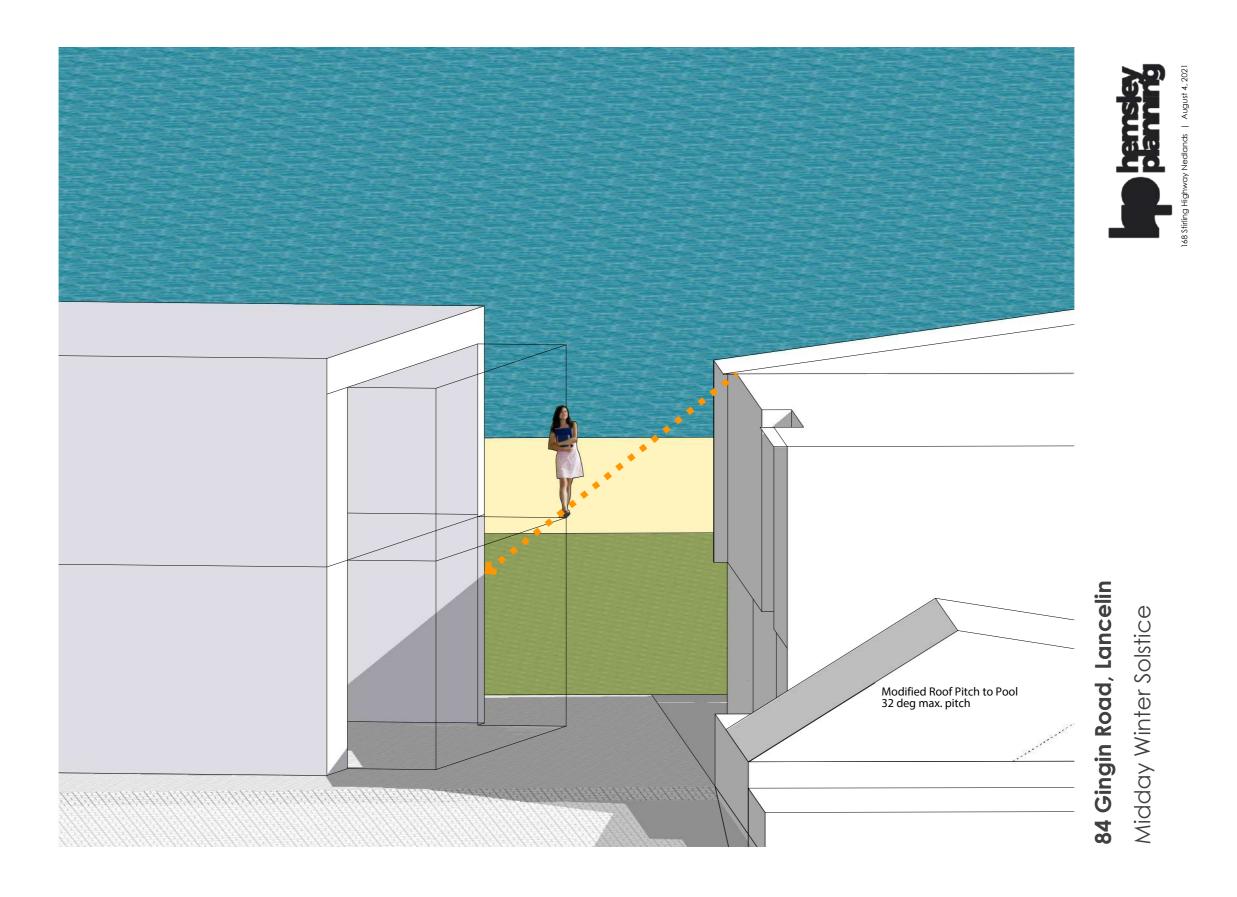












Catherine Beachside Holiday Accommodation **Management Plan**

No. 84 (Lot 9) Gingin Road, Lancelin

This Management Plan has been prepared by the Owners of No. 84 (Lot 9) Gingin Road, Lancelin.

This Management Plan is a preliminary document that is to be revised and refined once the Holiday Accommodation is completed. The onsite-caretaker of the Holiday Accommodation will then update this document to reflect the specific business practices to the satisfaction of the Shire of Gingin.

It will be a requirement for of all occupants of Holiday Accommodation to comply with the House Rules and Code of Conduct as detailed below as updated from time to time. It will be the responsibility of the Caretaker(s) to ensure that the House Rules and Code of Conduct are communicated to all Owners and Guests.

This Code of Conduct applies to the planned five (5) accommodation units that are rented for the purposes of Holiday Accommodation as defined by LPS9 at No. 84 (Lot 9) Gingin Road, Lancelin.



Code of Conduct

1.0 Holiday Accommodation - Terms and Conditions between Owners and Guests

The Terms and Conditions upon which a unit is offered, booked and occupied for Holiday Accommodation under the contract between the Owner(s) and Guest(s) must adequately cover and be consistent with this Code of Conduct and provisions set out below:

1.1 Formalities:

The Terms and Conditions:

- a) Must be in writing;
- **b)**May be in electronic, printed or other legally compliant form;
- **c)** Must include the information and cover the matters in Part 1 of this Code of Conduct;
- **d)**May incorporate information by reference including Booking Conditions, Occupancy Agreement, House Rules, By Laws and information made available to the Guest from websites; and
- **e)**May cover such other matters generally required in relation to Holiday Rental of the Property and any special conditions provided they are not inconsistent with this Code of Conduct.

MINUTES ORDINARY COUNCIL MEETING 17 AUGUST 2021

1.2 General Content

- **a)**The Terms and Conditions must include:
 - i. A description sufficient to identify the particular unit;
 - ii. Guest(s) name, usual residential address, email and phone number(s);
 - iii. dates of occupancy and check-in/check-out times;
 - iv. total rental payable and any other charges;
 - v. amount and timing for payment of deposit and balance of moneys due:
 - vi. provisions on variation, cancellation and forfeiture or refund of moneys paid; and
 - vii. contact details for the Caretaker or their nominated representative.
- **b)**The Terms and Conditions must not offend the unfair contract terms and other provisions of the Australian Consumer Law.

1.3 Licence not a tenancy

The Terms and Conditions must include:

- a)Guests are granted a limited permission to occupy the Property for holiday purposes;
- **b)**This is not a residential tenancy agreement under the residential tenancy legislation; and
- **c)** Failure to comply with the Guest's obligations in the Terms and Conditions may result in termination of permission to occupy the Property and eviction.
- **1.4** Maximum number of Guests and maximum duration of stay.
- **a)**The maximum number of Guests permitted at a Property must not exceed a maximum of 2 adults per bedroom: and
- **b)**The number of Visitors permitted at a Property must not be such as may conflict with residential amenity and must comply with all the other requirements of this Code of Conduct including the Terms and Conditions and House Rules.
- **c)** The maximum length of stay for any individual Guest must not exceed 3 months.
- 1.5 General obligations of Guests and Visitors

Guests and Visitors must:

- a)Comply with all House Rules and By-Laws;
- **b)**Respect the residential amenity and security of the Property and neighbours;
- Refrain from any anti-social behaviour determined at the discretion of the caretaker(s);
- **d)**Guests must control and be responsible for Visitors and ensure that Visitors comply with the House Rules;
- e)Pet dogs may be permitted to accompany a guest staying in ground floor units subject to prior approval on the basis they are, house trained, weigh less than 10kgs and are kept inside between sunset and sunrise, and not left at a premises unaccompanied;
- f) Comply with any instructions from the Caretaker or their agent during their stay; and
- g) Notify the Caretaker of any disputes or complaints as soon as is

MINUTES ORDINARY COUNCIL MEETING 17 AUGUST 2021

practicable.

- 1.6 Noise and Residential Amenity
- **a)**Guests must not create noise which is offensive to neighbours especially between 10pm-8am and during arrival and departure at any time throughout the occupancy.
- **b)**Offensive noise is prohibited and may result in:
 - i. termination of permission to occupy the unit;
 - ii. eviction:
 - iii. loss of rental paid; and
 - iv. extra charges for security and other expenses which may be deducted from Security Deposits or Bonds.
- **c)** Guests must abide by any noise abatement conditions, standards and orders issued by police or any regulatory authority to minimise impacts upon the residential amenity of neighbours and local community.
- 1.7 Functions and parties
- **a)**Any unit or building is not a "party house" and such activities are strictly prohibited; and
- **b)**Any gathering, celebration or entertainment permitted at the Property must not conflict with residential amenity and must comply with all House Rules enforced as the discretion of the Caretaker or their agent.
- 1.8 Vehicle Access and Parking
- **a)** Guests and Visitors must comply with parking regulations and show consideration to neighbours;
- **b)** Information on any constraints on access or any parking restrictions to ensure ease of access with minimum disturbance to other residents or neighbouring properties;
- c) Guests are required to pre-book an additional parking bays if required by advising number of vehicle to accompany a stay;
- **d)**Guests will be required to supply vehicle/trailer registration numbers when requested.
- 1.9 Recycling and Garbage
- **a)**Guests must dispose of garbage and recycling in accordance with the usual practice at the Property and in the allocated bins located in the garage;
- b) Guests must not leave excess rubbish in public or common areas; and
- **c)** Guests should be co-operative in complying with requirements in relation to the relevant private contractor garbage and recycling collection days, and any special requirements relating to the disposal of garbage or waste minimisation.

- **1.10** Complaints and dispute resolution procedure Information on complaints handling including:
- a) Guest's obligations to report any problems or incidents promptly; and
- b) Complaints and dispute resolution procedure.
- 1.11 Consequences of not meeting the Terms and Conditions
- a) The consequences of not complying with the Terms and Conditions requirements can include enforcement action from the Owners, Caretaker, nominated agent, Shire of Gingin or, in some instances, the Police.
- **b)** Enforcement action is subject to the Australian Consumer Law and other relevant legislation.
- c) Such enforcement action could result in termination of permission to occupy the Property, eviction, loss of rental paid, deductions from security deposits and extra charges.
- d) It is therefore important for all Guests to be aware of their obligations and of their responsibilities to make any Visitors to the Property aware of these requirements to maintain the amenity of the Property and its neighbourhood.

2.0 Holiday Rental - House Rules for Guests and Visitors

House Rules are provided at the Property to ensure that Guests and Visitors know and comply with the specific Rules governing their permission to enter and occupy the Property. House Rules are to be displayed in a conspicuous place in the Property so they can be easily viewed by Guests and Visitors, such as in the Property's kitchen. Matters contained in House Rules should include those set out in this Part and should be adapted and augmented to suit the particulars of the Property, such as specific instructions for car parking arrangements and the like and rules appropriate for any special equipment, facilities or local risks.

2.1 General requirements

a) Guest and Visitors must comply with all House Rules, By-Laws and instructions from the Caretaker and security services during their stay; and
b) Guests must notify the Caretaker of any disputes or complaints from neighbours as soon as is practicable.

2.2 Noise and Residential amenity

- a) Guests and Visitors must not create noise which is offensive to occupiers of neighbouring properties especially between 10pm 8am and during arrival and departure at any time throughout the occupancy;
- **b)** Offensive noise is prohibited and may result in termination of permission to occupy the Property, eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from Security Deposit or Bond under the Terms and Conditions; and

c) Guests and Visitors must not engage in anti-social behaviour and must minimise their impact upon the residential amenity of neighbours and local community.

2.3 Check-in and check out

a) Guests shall check-in and check-out generally between the hours of 6.00am and 11.00pm on any day, with occasional exceptions for early or late arrivals or departures.

2.4 Visitors

- a) Guests are responsible for ensuring the limits set on Visitor numbers is complied with at all times; and
- **b)** Guests are responsible for ensuring that Visitors comply with these House Rules.

2.5 Gatherings or functions

- a) The Property is not a "party house" and any such activities are strictly prohibited; and
- **b)** Any gathering, celebration or entertainment permitted at a unit must not conflict with residential amenity and must comply with all the other requirements.

2.6 Parking

- a) Guests and Visitors are to comply with parking regulations and other requirements set out below and show consideration to neighbours and other vehicles; and
- b) Parking arrangements at the Property are as follows:
 - i. All guests are required to pre-book a parking bay if required prior to check-in.
 - ii. The Caretaker is to notify the guest of parking bay access and location.
 - iii. Guests may only use the allocated parking bay provided.
 - iv. Guests must adhere to the developments' parking management plan if prepared.
 - v. Guests must refrain from parking on the street or on verges where possible.

2.7 Garbage and recycling

- a) Guests and Visitors are to dispose of garbage and recycling in accordance with the usual practice at the property (as set out below) in the allocated bins, and excess rubbish must not be left in public or common areas such as lobbies; and
- b) Garbage and recycling arrangements at the property are as follows:
 i. All garbage and recycling is to be placed in the bin stores located at ground floor level in each buildings garage.

2.8 Security

a) Whenever absent from the unit, close all windows and doors to maintain security and prevent rain and water damage.

2.9 Swimming pool

- a) Use of the pool is subject to consent by the caretaker.
- **b)** The swimming pool/spa must not be used by guests after sunset.
- c) No glassware is permitted in the pool.
- a) Persons under 18 may not use the pool with adult supervision. Guests must ensure they have a towel at all times within the gymnasium and should clean equipment after use.

2.10 BBQ

- a) Any communal BBQ facilities must be cleaned after use.
- **b)** The BBQ area must not be used between the hours of 10.00pm and 7.00am.

2.11 Smoking

Smoking is not permitted indoors and within communal any communal area.

2.12 Damages and breakages

Damages and breakages must be reported to the Caretaker.

2.13 On departure arrangements

Arrangements for keys, security, dishwashing, rubbish, etc are: [to be confirmed with secured operator]

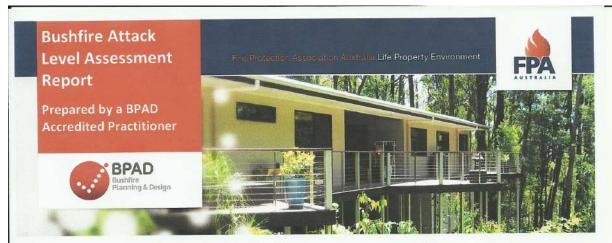
2.14 Emergency Contact

In the event of an emergency relating to the Property, please telephone Caretaker X on XXX XXXXX.

2.15 Compliance

a) Breach of these House Rules is a breach of the Terms and Conditions of occupancy.

b) The Owners and Caretaker reserve the right to terminate permission to occupy and to evict from the Property, Guests or Visitors who refuse to follow these House Rules or who cause a nuisance.



AS 3959 BAL Assessment Report

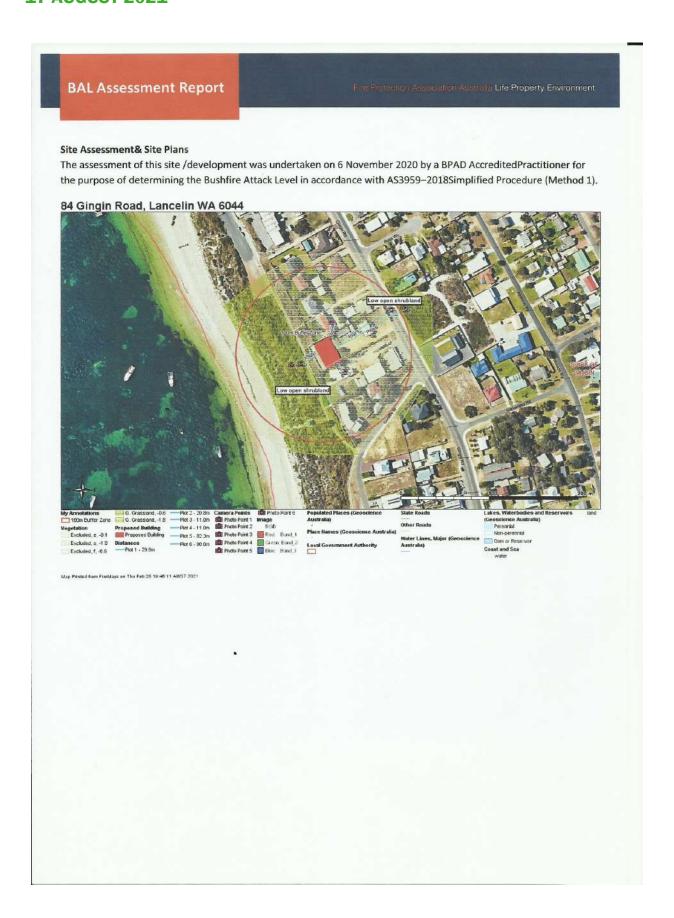
This report has been prepared by an Accredited BPAD Practitioner using the Simplified Procedure (Method 1) as detailed in Section 2 of AS 3959 – 2018. FPA Australia makes no warranties as to the accuracy of the information provided in the report. All enquiries related to the information and conclusions presented in this report must be made to the BPAD Accredited Practitioner.

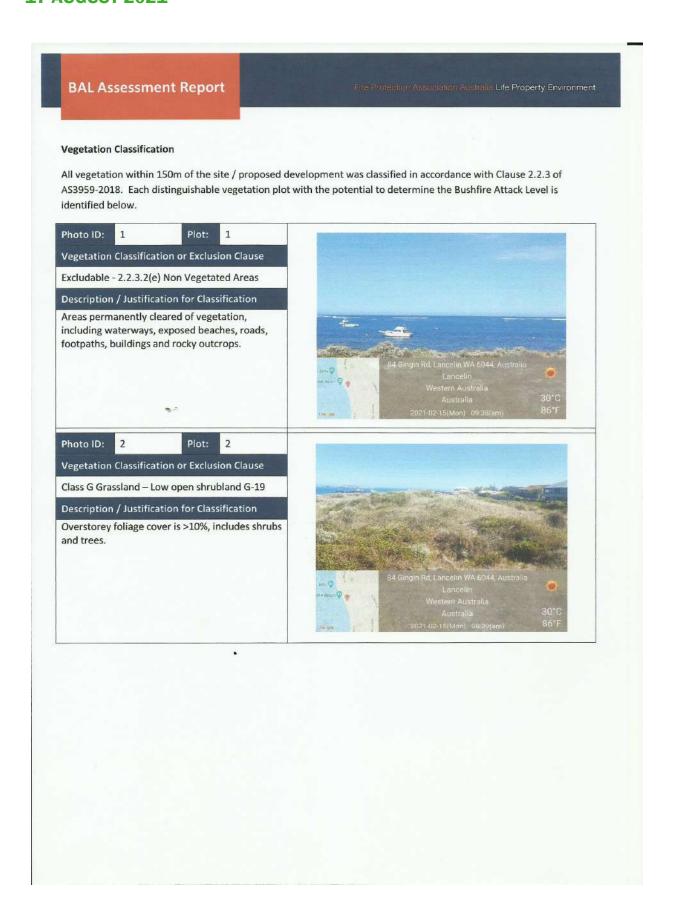
Address Details	Unit no	Street no 84	Lot no	Street name/Plan Reference Gingin Road		
	Suburb Lancelin		•	=	State WA	Postcode 6044
Local government area	Shire of Gingin					
Main BCA class of the building	Class 1a	Use(s buildi) of the ng	Proposed home		
Description of the building or works	House					

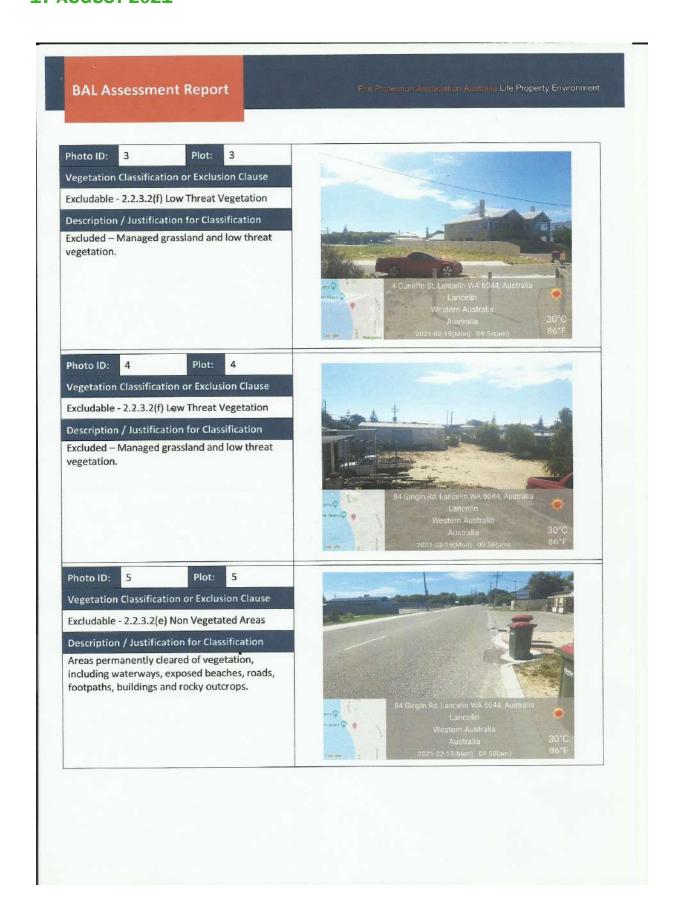
Report Details						
Report / Job Number	Report Version	Assessment Date	Report Date			
5	2	15 February 2021	25 February 2021			

Name Mike Regan Company Details M.R. Mulching PO Box 308 Lancelin WA 6044 ABN: 34 500 363 556 Authorised Practitioner Stamp Authorised Practitioner Stamp Authorised Practitioner Stamp

Reliance on the assessment and determination of the Bushfire Attack Level contained in this report should not extend beyond a period of 12 months from the date of issue of the report. If this report was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated report issued.





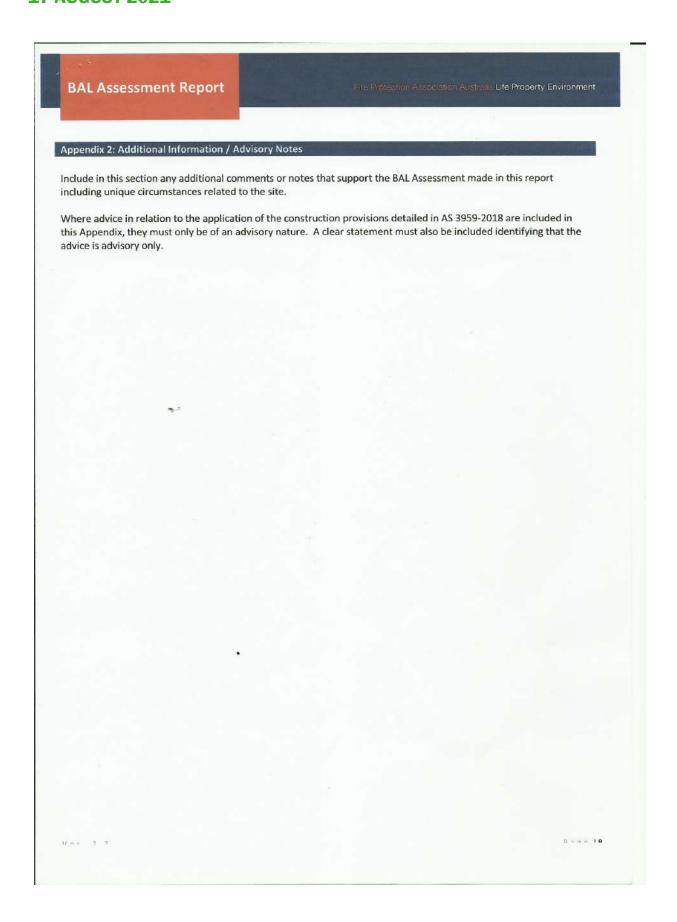




from each of the frective Slope 1° down slope 6° down slope 6° down slope 8° down slope	20.8 11.0 11.0 82.3	getation poor (m)	BAL BAL – LOW BAL – 19 BAL – LOW
from each of th ffective Slope 1° down slope 6° down slope 6° down slope 6° down slope 8° down slope 8° down slope	Separati 29.9 20.8 11.0 82.3	getation poor (m)	BAL BAL - LOW BAL - 19
from each of the ffective Slope 1° down slope 6° down slope 6° down slope 6° down slope 8° down slope 8° down slope	Separati 29.9 20.8 11.0 82.3	on (m)	BAL BAL - LOW BAL - 19
ffective Slope 1° down slope 6° down slope 6° down slope 6° down slope 8° down slope 8° down slope	Separati 29.9 20.8 11.0 11.0 82.3	on (m) Om Om	BAL BAL - LOW BAL - 19
6° down slope 6° down slope 6° down slope 8° down slope 8° down slope	20.8 11.0 11.0 82.3	ßm)m	BAL - 19
6° down slope 6° down slope 8° down slope 8° down slope	11.0 11.0 82.3)m	
6° down slope 8° down slope 8° down slope	11.0 82.3		
8° down slope 8° down slope	82.3		BAL - LOW
	90.0	lm	BAL - LOW
ısis)m	BAL-12.5
lysis.			
		BAL-	- 19

Appendix 1: Plans an			
	elied on to determine the bu	ıshfire attack level	
Drawing / Plan Descr	iption		
lob Number	Revision	Date of Revision	
	**		
	*		

BAL Assessment Report If building or other plans have been relied upon to determine the actual location of the building and therefore the determination of the separation distance/s from the classified vegetation, the plans should be referenced above and where possible included in this appendix as a point of reference to enable validation of the BAL. Where shielding in accordance with Clause 3.5 of AS 3959 is proposed to be used: · Current detailed site plan showing building's design in relation to bushfire threat must be provided; identify the elevation shielded, if any, for the application of Clause 3.5 of AS 3959.







Bushfire Attack Level (BAL) Certificate

Determined in accordance with AS 3959-2018

This Certificate has been issued by a person accredited by Fire Protection Association Australia under the Bushfire Planning and Design (BPAD) Accreditation Scheme. The certificate details the conclusions of the full Bushfire Attack Level Assessment Report (full report) prepared by the Accredited Practitioner.

Address Details	Unitno Streetno Lotno Streetname/ Plan Reference 84 Gingin Road					
	Suburb Lancelin				State WA	Postcode 6044
Local government area	Shire of Gingin					
Main BCA class of the building Use(s) of the building Proposed Home						
Description of the building or works	House					

Determination of Highest Bushfire Attack Level					
AS 3959 Assessment Procedure	Vegetation Classification	Effective Slope	Separation Distance	BAL	
Method 1	Class G Grassland	-0.6° down slope	20.8m	BAL – 19	

Name Mike Regan	
Company Details M.R. Mulching ABN: 34 500 363 556	I hereby declare that I am a BPAD accredited bushfire practitioner.
hereby certify that I have undertaken the assessment of the above site and determined the Bushfire Attack Level stated above in accordance with the requirements of AS 3959-2018.	Signature Date 25 FEB 2021

Reliance on the assessment and determination of the Bushfire Attack Level contained in this certificate should not extend beyond a period of 12 months from the date of issue of the certificate. If this certificate was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated certificate issued.

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED HOLIDAY ACCOMMODATION ON LOT 9 (84) GINGIN, LANCELIN

No.	Submitter	Submission details	Recommended response
1.	Ratepayer	The submitter does support the proposal and provides the following general comment:	
		"Personally, I am pleased to see some real development being proposed. The town certainly needs more development in many aspects, it's been a sleepy hollow for far too long."	Noted
2.	Ratepayer	The submitter does not support the proposal and provides the following general comment:	
		"Please see written response from Planning Solutions in separate email of 3.5.21"	Noted.
4.	Ratepayer	The submitter does not support the proposal and provides the following general comment:	
		"I object to the proposed development at Lot 9 (84) Gingin Road Lancelin as I do not believe that the proposed development meets the intent or objective of the Tourism Zoning or complies with the provisions of that zoning.	Noted. Refer to the Council report and officer comments regarding zone objectives.
		The proposed holiday accommodation has been designed to present as 3 separate residential dwellings. Each building will be on a separate title meaning that it could be sold and managed separately from the proposed caretakers dwelling. The application does not present any substantial information of how the potential units will be managed as tourist accommodation to comply with the provisions under the Planning Scheme. It is my belief that the application is a residential development presented as "Holiday Accommodation" thus allowing the bulk and scale of the development to far exceed many of the	1. Any approval would reference the land use in association with the approved plans. If the land use is for 'tourist accommodation' is it must comply with that definition which incorporates length of stay provisions. Any departure from that would be an offence under the <i>Planning and Development Act 2005</i> . The officer does not concur that sale of land equates to independent use for residential purposes. The approval runs with the land, not an owner.

provision of the Residential Design Codes for the underlying residential density of R12.5. If this development were approved and constructed Council would have little to no enforcement powers to prevent the dwellings being sold separately and consequently ensure that they were used as holiday accommodation and not for permanent residents. Nor could the Council ensure that there was any consistent management of the proposed "holiday accommodation" as would be anticipated by the provisions of the zoning.

Objectives of the Tourism Zoning

Development "of an appropriate scale where they will not impact detrimentally on the surrounding or wider area". The proposed development significantly effects the amenity of the existing adjoining dwelling particularly in relation to overshadowing. The design of the proposal presents as 3 separate dwellings and the size of the dwellings far exceed what might be considered typical for a tourism unit. The subject site could accommodate 6 holiday units and still achieve a greater setbacks to adjoining boundaries. It is not typical for holiday accommodation to require vehicle garaging, sculleries or walk in pantries as shown in the plans. Additionally, the bulk and scale of the development allows little open space for landscaping further negatively impacting on the visual amenity of the existing area.

Provision - 4.8.7.2 Development proposals will be considered by the local government with particular regard to the impact of the proposed development on visual and natural amenity, the availability of reticulated sewerage and/or the suitability of the land for on-site effluent disposal, the provision of sufficient landscape buffers and the density of the development.

The application has provided no detail of how on-site effluent disposal will be managed. The Government sewerage policy details (as an example) that a 6 person

Prospective or new landowners would be required to adhere to the development approval, which is referenced under orders and requisitions during the settlement process. Furthermore, notifications of title can also alert prospective purchasers regarding use or enjoyment of land. In this instance, relevant title notifications have been suggested.

In addition, an up-to-date register of guests is to be kept which is to be made available to the Shire upon request should it be asserted that unauthorised occupancy is occurring.

Noted. Refer to the Council report and officer comments regarding zone objectives.

Noted. Effluent disposal can be addressed via a condition of approval.

house in an area of sandy soils with a secondary treatment system would require 180 metres (excluding setbacks) for a disposal field. The proposed dwellings appear to have an area of disposal field far less than required. Additionally, if the units were used for holiday accommodate as required under the scheme the occupancy is likely to be far greater than 6 persons (per lot/per effluent disposal field). Disposal fields are also not be used for any other purposes and if the units are for holiday accommodation it is highly likely that they will be used for car /boat parking, washing line areas, children play areas. Building 3 has no open space other that the disposal field. The proposal has failed to demonstrate that the density and associated onsite effluent disposal does not compromise public health.

The development has no landscape buffers and the scale is out of context with the beach side setting of Lancelin.

Provision 4.8.7.5 Where strata titling is proposed, appropriate management arrangements in a management statement which ensures that all units will be let out for tourism.

Provision 4.8.7.9 Proposals for subdivision and development for Residential land uses in the Tourism zone will be determined in accordance with Residential R12.5 code unless combined with a Tourism proposal.

Provision 4.8.7.12 To reduce the likelihood of tourism accommodation being used as permanent or semi-permanent accommodation, a maximum length of stay provision of three months in any twelve-month period should apply to the tourism units on all developments.

The design of this development is very different from typical tourism development that may be strata titled but managed as a collective and include communal facilities and services. If the proposed lots were sold separately

Refer to the 'landscaping plan' forming part of the submission bundle. This demonstrates significant land set aside for landscaping.

The officer is unaware of a standardised tourismbased model and built form that development of this nature should conform with.

the strata title act would not require a managing body and Council would have little to no authority to ensure compliance. It is argued that the proposal is a residential development by default and uses the Tourism Zoning under the Town Planning Scheme to achieve a higher density residential development.

Provision 4.8.7.10 In considering proposals in the Tourism Zone, local government shall have regard for the zone objectives, the scale and bulk of the proposal and its integration with surrounding land uses.

The proposal does not provide sufficient detail to demonstrate that it meets the objectives of the zone and the scale and bulk of the development does not integrate with the surrounding land uses. Six tourism units could be built on the site and still achieve more open space, greater setbacks and less overshadowing.

- The scale and bulk of the buildings are far above what would be anticipated under the R12.5 zoning;
- The size of the rear battle-ax lots are less than the minimum permitted;
- The width of the lots are less than the minimum permitted;
- The parapet wall of the pool enclosure and garage is not permitted under the R12.5 zoning
- The open space for building 3 (which adjoins existing house to the south) does not meet the required area permitted under the R12.5 zoning.

The proposed development and in-particular the scale of bulk of building (dwelling) 3 will significantly overshadow and have a negative impact to the amenity of the adjoining existing dwelling. See below:

Further detail re overshadowing of my property: 86B Gingin Road, Lancelin Survey strata Lot 2 on Stata Plan 26363 753m2 land area. Approx 300m2 is driveway The officer disagrees. The proposal provides adequate information.

The officer generally agrees with the comments relating to the R12.5 coding, however notes that LPS 9 provisions for the Tourism zone does not require adherence to the R12.5 coding for tourism based development. Furthermore, adjoining land does not conform with R12.5 coding and therefore strict adherence to this would not be consistent with prevailing development in the locality.

The officer acknowledges the overshadowing implications and various ways by which the calculations can be interpreted under the R-Codes. One interpretation results in the deemed-to-comply provisions being met and therefore no variation requires a design principles assessment.

		Overshadowing 257.297m2 proposed Overshadowing % = 34% of site area (including driveway) 56% of site area (excluding driveway) Max - 25% of site area under the R Codes Of note balcony and downstairs studio of my property are North facing. I rent the downstairs studios as a separate entity at times, they only have North facing view. It is the Primary outdoor living area that is affected by the overshadowing. There is also a plan for solar panels, development will affect efficiency of these panels"	The officer notes the north-facing balcony on the adjoining dwelling, however also notes that this is one of multiple outdoor living areas available to occupants. This is not to say that broad-brush overshadowing is acceptable, but rather that the impact on the use/enjoyment of this dwelling may not be as substantial as implied. The officer also notes that this dwelling is not permanently resided in which means that any overshadowing will be less likely to impact on the submitter's enjoyment of the land. Furthermore, the officer notes that the dwelling is let out for short stay accommodation, and as such occupants will not be present for extended periods of time and any impacts from reduced solar access will be lessened as opposed to impacts on permanent occupants.
5.	Planning Solutions on behalf of 2 x Ratepayers	The submitter does not support the proposal and provides the following general comment: Please see attached.	The officer has addressed the issues raised within this submission as part of the report to Council. Furthermore, the applicant has provided greater clarification regarding the extent of impacts on views of significance.
6.	DPLH	The submitter provides the following general comment: "The Department of Planning, Lands and Heritage has provided advice previously to the landowner and advised that subdivision would not be supported due to the site's coastal vulnerability. While the application indicates that subdivision will be sought concurrently with this application, the Department is not aware of any application being received at this time. State Planning Policy 2.6: State Coastal Planning Policy (the policy) and associated guidelines seek to manage	Noted.

subdivision and development within the coastal zone and prevent land use changes that expose a greater number of individuals and assets to coastal hazard risk and natural coastal processes. Given this position, and previous advice, it is unlikely that the Western Australian Planning Commission would support subdivision in the manner proposed.

SPP 2.6 does provide some scope to consider infill development within coastal hazard risk areas in line with an endorsed Coastal Risk Management and Adaptation Plan (CHRMAP). If the Shire is of mind to approve the application, notification on title is recommended to advise current and/or future landowners of the coastal hazard risk. Additionally, a condition of approval should provide a trigger point for its expiry upon being impacted by a coastal related event, in response to the vulnerability of the site and managed retreat measures set out in the CHRMAP (Attachment 1 – Recommended Conditions).

It is also noted that a site and soil evaluation has not accompanied the proposal. This information is typically required to demonstrate that the site is capable of accommodating on-site effluent disposal under the Government Sewerage Policy (2019)."

PS ref: 7521

3 May 2021

Chief Executive Officer PO Box 510 Gingin WA 6503

Attention: Planning Services

Dear Sir/Madam,

OBJECTION PROPOSED HOLIDAY ACCOMMODATION DEVELOPMENT LOT 9 (84) GINGIN ROAD, LANCELIN

Planning Solutions acts on behalf of Steve and Sue Dixon, and Leo and Sarah Callisto, the respective owners of:

- Strata Lot 1 on Strata Plan 14048 (No. 80A) Gingin Road, Lancelin; and
- Strata Lot 2 on Strata Plan 14048 (No. 80B) Gingin Road, Lancelin.

We refer to the development application lodged with the City of Gingin for a holiday accommodation development comprising five short-stay units and one caretaker's dwelling at Lot 9 (84) Gingin Road Lancelin (the subject site).

We thank the City of Gingin for the opportunity to provide a comment on the above proposal, which has been advertised for public comment until 3 May 2021. On behalf of our clients, we wish to register our strong objection to the proposed development due its significant impact on our clients' views and amenity and due to its clear inconsistency with State Planning Policy 2.6 - State Coastal Planning Policy (SPP2.6). The following submission details the reasons for our objection.

EXECUTIVE SUMMARY

This submission concludes the proposed development does NOT meet the objectives of the planning framework and should not be supported in its current form. The grounds for our objection are as follows:

- The siting of the proposed development in close proximity to the rear boundary and the coastal reserve. The outcome is such that the proposed development would protrude approximately 12m further forward than the properties to the north, inconsistent with the prevailing alignment of development and the context and character of the area. The development is inconsistent with discretionary planning requirements such as State Planning Policy 7 and Clause 4.8.7.10 of Local Planning Scheme No. 9 which requires Tourism development to be integrated with its surroundings. The rear setback also causes adverse amenity impacts to our clients' amenity and views from the rear of their dwelling.
- The proposed development is inconsistent with State Planning Policy 2.6 State Coastal Planning Policy as the development is located within an area which is subject to coastal inundation in the next 100 years. There are opportunities on the site to develop outside of this risk area.
- The proposed development is setback 60m from the street, causing a lack of surveillance and lack of engagement with the street.

Cloisters Square PO 6850 GPO Box 2709 (08) 9227 7970 Level 1, 251 St Georges Tce, Perth WA

BACKGROUND AND CONTEXT

Affected Property - 80 Gingin Road, Lancelin

Our clients' property is located immediately north of the development site at 80 Gingin Road, Lancelin, comprising two townhouse style dwellings which both have a frontage to the ocean. Mr and Mrs Dixon purchased their property in 2000 (No. 80A); Mr and Mrs Callisto (No. 80B) purchased the property in 2004 and use the property as their primary place of residence. Both dwellings are two storeys and are both set back approximately 23m from the foreshore reserve to the east. The property was originally created in 1978 when subdivided from a larger parcel of land which extended to Miragliotta Road to the north. Importantly, as part of this subdivision, an 8.75m wide strip of land was ceded from the property pursuant to Section 20A of the *Town Planning and Development Act 1928*. This land is recorded on the diagram as a reserve for recreation. The reserve extended northwards up to No. 64 Gingin Road. This reserve places our clients' property 8.75m behind the line of the subject site as it fronts the foreshore.

A copy of the relevant titles and diagrams are attached for reference purposes (refer Attachment 1).

Development Site

The development site has a total site area of approximately 2,914m² and is bounded by Gingin Road to the east and the foreshore reserve to the west. The subject site is the northernmost 'Tourist' zone site on Gingin Road, with all properties to the north (including our clients' property) zoned 'Residential' and coded R12.5/20.

The subject site has an unusual topography with a flat portion of land in the front two thirds of the site and a flat portion of land in the rear third of the site, separated by a ridge line which causes a 2m level difference between the front and rear portions of the site.

The proposed development comprises five short stay units and one caretakers' dwelling whilst the front portion of the site remains vacant. However, a subdivision plan included with the development application shows the creation of one additional survey strata lot at the street frontage.

GROUNDS FOR OBJECTION

The grounds for objection can be summarised into three main issues.

- The proposed rear setback creates a severe inconsistency with the local character of the area and impinges on views of our clients' property.
- The proposed development is inconsistent with State Planning Policy 2.6 State Coastal Planning Policy as it situates development in a portion of the site which is at the highest risk of coastal processes.
- The development is located in the rear third of the site creating a lack of engagement and surveillance of the street.

We elaborate on these issues below.

Issue 1 - Proposed rear setback is inconsistent with local context

Firstly, it is acknowledged the setback of the proposed development meets the requirement under the Shire of Gingin Local Planning Scheme No. 9 (LPS9) which stipulates a minimum rear setback of 6m in the Tourism zone. This is a generic setback requirement applicable to all Tourism zoned properties, not contingent on local context.

Notwithstanding the compliance with the LPS9 requirement, there is a broader array of considerations that factor into any planning decision. The rear setback and the siting of the development should not simply be deemed acceptable because it meets this generic setback requirement. A detailed consideration of other aspects of the planning framework is required. Before discussing this framework, we wish to establish how the proposal impacts the amenity of our clients' property and how it is inconsistent with the character of the area.

Impact on amenity of 80 Gingin Road, Lancelin

The proposed development, and particularly the rear setback, has an undue and adverse impact on the amenity of our clients' property. As outlined above, our clients' property has a setback of approximately 23m from the foreshore reserve boundary, whilst the proposed development is setback just 6m. This results in our clients' backyard and outdoor living area being enveloped by a large two storey wall, which extends for a length of 24m.

Our clients are also deeply concerned about the prospect of a loss of views towards the foreshore and the beach. Currently, the rear balcony of 80B Gingin Road enjoys almost 180 degrees views of the beachfront. With the proposed development being set forward approximately 17m closer to the foreshore than No. 80 Gingin Road, this causes a substantial reduction to the view angle, limiting views to approximately 120 degrees. Moreover, the views in this direction are highly valued by our clients as it captures the coastline as it sweeps around to the south. A photograph with an outline of the proposed development is provided in **Figure 1** below, illustrating the significant loss of view from our clients' rear balcony.



Figure 1A: Photograph from the balcony of 80A Gingin Road, with a red outline depicting the approximate scale and location of the proposed development.

The matter of whether the loss of views may be given consideration in determining a development application was considered by the State Administrative Tribunal in *APP Corporation Pty Ltd and City of Perth* [2008] WASAT 291, where the Tribunal referenced a four-step assessment in relation to 'view sharing' derived from *Tenacity Consulting Pty Ltd and Warringah Council* [2004] NSWLEC 140. This four-step assessment comprises the following means to determine whether the right to a view can be said to be worthy of protection:

- 1. Assessment of the quality of the affected view. Water views are more highly valued than land views.
- 2. Views from front and rear boundaries are more easily protected.
- 3. Assessment of the extent of impact, whether minor, moderate, severe or devastating.
- 4. Where an impact on views arises as a result of non-compliance with one or more planning controls, even a moderate impact may be considered unreasonable.

With regards to points 1, 2 and 3, we note:

- The views in question are that of the Lancelin beachfront and are a very high quality and high value as
 can be observed from Figure 1 above.
- The impacts on views in this instance arises as a result of the development being too close to the
 foreshore boundary at the rear. There is approximately 60m on the east side of the site which is not
 proposed to be developed. The proponent is therefore able to set the development further back to better
 accommodate our clients' views.
- The impacts are considered severe, reducing the view angle from approximately 180 to 120 degrees.



Figure 1B: Photograph from the balcony of 80B Gingin Road, with a red outline depicting the approximate scale and location of the proposed development.

Inconsistency with prevailing foreshore setbacks

Figure 2 below shows the proposed development in the context of other surrounding beachfront properties, including our clients' property to the north. It is evident the proposal is inconsistent with the prevailing character of this area by protruding substantially further forward than the five adjoining properties to the north. The proposed development has a setback of 6m, whilst the developments to the north range from 18m to 23m.

It should be noted the property to the south comprises a building which has an approximate 6m setback to the foreshore reserve. However, the development is angled such that it is further setback (approximately 8m) on the northern side of the building. This is also the point at which the line of the reserve deviates to the west.



Figure 2: Alignment of proposed development in comparison to its surroundings

Although the setback on the development site meets the LPS9 rear setback requirement, there are other elements of the planning framework that require consideration over and above the setback. The key requirements are as follows:

State Planning Policy 7 – Design of the Built Environment

State Planning Policy 7 – Design of the Built Environment (**SPP7**) sets out the objectives, measures, principles and processes which apply to the design and assessment of built environment proposals through the planning system. For clarity, section 4 of SPP7 notes that the policy is applicable to development applications. In this respect, consideration is required against the 10 principles of good design, as outlined in SPP7.

Design Principle 1 – Context and Character is a particularly important consideration in this instance. The principle means:

"Good design responds to and enhances the distinctive characteristics of a local area, contributing to a sense of place."

The beachfront properties in this part of Gingin Road have a generally consistent setback which allows equitable views to the beachfront for all properties in this area. By protruding significantly further forward than the prevailing setback line, the proposed development creates a severe inconsistency with the prevailing setbacks and interrupts the character of this local area. This impacts on the amenity and enjoyment of the surrounding properties.

It is noted the package of information made available for public comment does not include any analysis of the 10 principles of good design or State Planning Policy 7. Moreover, the design bears a complete disregard to this principle. There is no evidence of a context analysis having been undertaken and it appears the proposal simply applies the minimum setback with no consideration given to its surroundings. This is clearly inconsistent with principle 1 of SPP7.

We consider the inconsistency with principle 1 of SPP7 is grounds for refusal of the application. At a minimum, we request the Shire engages an independent design reviewer to provide feedback on this matter.

Tourism Zone requirements

LPS9 prescribes a series of development standards for the Tourism zone. Of relevance to this proposal, Clause 4.8.7.10 of LPS9 states:

In considering proposals in the Tourism Zone, local government shall have regard for the zone objectives, the scale and bulk of the proposal and its integration with surrounding land uses.

In connection with the above, objective (f) of the Tourism zone is to:

"encourage tourism development that is generally sympathetic to the natural and **built features of the surrounding area**."

[emphasis added]

The proposal is inconsistent with the above requirement and objective respectively. It is clear from Figure 1 and Figure 2 above that the proposed development is not sympathetic to its surroundings, nor does it seek to integrate with the existing built form. The setback to the foreshore is completely inconsistent with the prevailing built form in the locality and ought to be refused on this basis.

Issue 2: Inconsistency with State Planning Policy 2.6 - State Coastal Planning Policy

As the proposed development is located within the coastal foreshore area, consideration is required against State Planning Policy 2.6 – State Coastal Planning Policy (SPP2.6).

SPP2.6 seeks to ensure development within the coastal area takes into account coastal processes, hazard, sea level rise, climate change, visual impacts and other coastal considerations. SPP2.6 comprises the following objectives:

- ensure that development and the location of coastal facilities takes into account coastal processes, landform stability, coastal hazards, climate change and biophysical criteria;
- ensure the identification of appropriate areas for the sustainable use of the coast for housing, tourism, recreation, ocean access, maritime industry, commercial and other activities;
- 3. provide for public coastal foreshore reserves and access to them on the coast; and
- protect, conserve and enhance coastal zone values, particularly in areas of landscape, biodiversity and ecosystem integrity, indigenous and cultural significance.

Importantly, the Shire's Local Planning Scheme stipulates that SPP2.6 is to be read as if it were part of the Scheme. Specifically, Clause 4.7.4.1 and 4.7.4.2 of LPS9 state:

"4.7.4.1 All coastal development is to comply with the provisions of State Planning Policy 2.6 - State Coastal Planning Policy.

4.7.4.2 In accordance with section 77(1)(b) of the Planning and Development Act 2005, the provisions of State Planning Policy 2.6 - State Coastal Planning shall apply as if they were part of this Scheme."

Accordingly, a greater weight must be applied to SPP2.6 in consideration of this application.

SPP2.6 requires the consideration of sea level rise over a 100 year timeframe. In this respect, the Shire has prepared a Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) for its coastline, including the Lancelin townsite. The CHRMAP includes mapping which models areas impacted by coastal processes between 2016 and 2110. As shown in **Figure 3** below, the proposed development is located almost entirely within the 2110 coastal hazard line and at risk of inundation in the 100 year timeframe.



Figure 3: Excerpt from Shire of Gingin CHRMAP with the blue line showing the coastal hazard line at 2110. The proposed development is almost entirely located forward of that hazard line.

SPP2.6 requires development to be located in the least vulnerable portion of the site (clause 5.6). **This has not been achieved** because the development is located in the rear third of the site, nearest to the ocean. We emphasise this is not a requirement which should be glossed over given SPP2.6 is to be read as if it is part of LPS9

SPP2.6 also prescribes a risk management and adaptation approach which is based on a hierarchy of actions, depicted in **Figure 4** below. In the first instance, it is recommended development avoids the risk. If this is unavoidable, then retreating, accommodating and protecting may be considered (in that order). The proposed development is located in the most vulnerable portion of the site and in a vulnerable portion of the proposed survey strata lots, being closer to the coastline than what could otherwise be developed on the lot. It is clear there are opportunities to avoid risk by setting the development further back from the foreshore boundary.

The applicant's report acknowledges the sea level rise considerations and claims that the siting of the development in the seaward part of the site is to avoid the risk of storm surge from the lower topography in the landward part of the site. This justification is flawed for the following reasons:

- Although the land is higher in the western part of the site, there is still capacity to set the buildings back
 further from the western boundary whilst still building in the high part of the site (specifically, the ridge line
 is 35m from the rear boundary whereas the development extends back approximately 30m from the rear
 boundary). Additionally, the applicant has the option of raising the levels in the middle of the site. This
 would not be a difficult task given the land to the north is already retained approximately 1.5m higher to
 the north (our clients' site).
- The application includes a fourth survey strata lot in the front portion of the site which the applicant claim
 allows for a potential chalet or other holiday accommodation development. The provision of further
 development in this portion of the site would appear to contravene the applicant's justification
 that the development is needing to be further set away from the storm surge risk.



Figure 4: SPP2.6 hierarchy of adaptation measures

In summary, the applicant has not provided sufficient information to demonstrate the proposed development is not at risk of coastal inundation and other risks. The proposed development is situated well within the project 100 year coastal hazard line, whilst the portion of the site outside the risk area is left vacant. This proposal has the capacity to set a precedent for the area, which could result in significant risks for the Shire if the area becomes inundated in the future. SPP2.6 advocates for the approach of the precautionary principle. As it has not been proven the development is 'safe', we urge the Shire to refuse the proposal, or require it be setback further to avoid coastal hazards.

Issue 3 - Streetscape

As a result of squeezing the development into the rear third of the site, the proposed development is setback approximately 60m from the street. This is a poor outcome as it limits surveillance of the street and creates a development outcome which does not sufficiently engage with Gingin Road.

If the intention is to develop a fourth building in the front of the lot, the applicant should be required to undertake this in the first stage of development so as not to create a poor outcome for the streetscape.

RECOMMENDATIONS & ALTERNATIVE DESIGN OUTCOMES

The subject site has an unusual topography with a flat portion of land in the front two thirds of the site and a flat portion of land in the rear third of the site with a 2m level difference between the front and rear. It is evident the proponent's intention is to develop on the higher land only. This results in a situation where the entire development is squeezed into the rear third of the site. It is setback 60m from the street and lacks surveillance or proper engagement with Gingin Road.

To resolve these issues, the proponent could relocate the buildings approximately 10m further away from the rear boundary and closer to the street. It is noted this would require some filling and raising of levels in the middle of the site. Our clients would have no in-principle objection to such an outcome. According to the survey, our clients' property has a retaining wall at 3.35m AHD on the common boundary between the two properties whilst the levels on the development site are 1.70 – 2.00m AHD. Our clients would have no objection if the land on the development

site were filled up to the level of the existing retaining wall. It is considered this would be a reasonable compromise for all concerned and would also not require the proponent to reduce the floor area of the proposed development. This would also come closer to meeting the requirements of SPP2.6, as outlined above.

Additionally, our clients would have no objection to a staggered setback for the three dwellings. As outlined above, the property to the south at 86 Gingin Road, Lancelin is setback approximately 8.5m on the north side of the building, grading back to 6m on the south side of the building. In this respect, it would make sense that the south building on the subject site were setback 8.5m, with the north building setback 15m and the middle building somewhere in between. **Figure 5** below depicts our recommended setbacks. Staggering the setbacks in this manner would show greater regard for the character and context to the prevailing beachfront setbacks.



Figure 5: Alternative setbacks and siting for the proposed development

CONCLUSION

We **object** to the proposed development in its current form. The development site is a Tourism zoned site which abuts a low density residential site. In this instance, a careful transition between these two properties should be adopted. Instead, the proposed development shows a disregard for the local context and character and for the amenity of our clients' property at 80 Gingin Road, Lancelin.

Furthermore, the proposed development is inconsistent with State Planning Policy 2.6 – State Coastal Planning Policy as the development is located within an area which is subject to coastal inundation in the next 100 years. There are opportunities on the site to develop outside of this risk area.

For these reasons, we respectfully request that the proposed development in its current form be **refused** or redesigned with a greater rear setback.

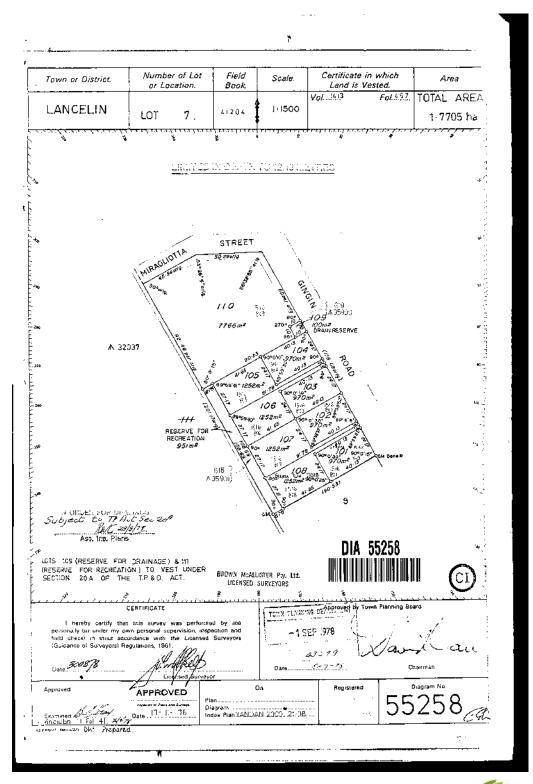
Should you have any queries or require further clarification in regard to the proposal, please do not hesitate to contact the undersigned.

Yours faithfully,

TRENT WILL ASSOCIATE

210501 7521 Objection Letter

ATTACHMENT 1
TITLES AND DIAGRAMS SHOWING HISTORY OF RESERVE ADJACENT TO 80 GINGIN ROAD,
LANCELIN



LANDGATE COPY OF ORIGINAL NOT TO SCALE 28/04/2021 12:34 PM Request number: 61936125 Landgate www.landgate.wa.gov.au

28/04/2021

Land Enquiry Services

Reserve Details Report -35991

Reserve	35991	Legal Area (ha)	0.0951		
Name	N/A	Status	CURRENT		
Туре	N/A	Current Purpose	PUBLIC RECREATION		
File Number	01645-1978-01RO				
Notes	N/A	N/A			
Additional Reserve Information	N/A				

Class	Responsible Agency	Date of Last Change
С	DEPARTMENT OF PLANNING, LANDS AND HERITAGE (SLSD)	28/02/2000

Management Order	Document Number
VEST: SHIRE OF GINGIN	H371316

Land Use
PUBLIC RECREATION

Local Government Authority	
SHIRE OF GINGIN	

CLT Number	Parcel Identifier	Street Address, Suburb	File Number	PIN	Area (m²)
LR3021/838	Lot 618 On Diagram 55258	No Street Address Information Available	01645-1978- 01RO.	570625	951.038

Previous Certificates of Title	Status

Document Number/Gazette Page	Date	Туре	Text
H371316	24/02/2000	Current Vesting	VEST: SHIRE OF GINGIN
871	30/03/1979	Formerly	FORMERLY PTN LANCELIN 7,LOT 111,D:55258
871	30/03/1979	Original Gazettal and page	ORIGINAL GAZETTE
N/A	30/03/1979	Current Area	0.0951
N/A	30/03/1979	Class	С
N/A	30/03/1979	Current Purpose	PUBLIC RECREATION

https://land-enquiry.app.landgate.wa.gov.au/SVP roperty/reserves/35991 # reserve Details





AUSTRALIA

REGISTER NUMBER 618/D55258 N/A N/A

VOLUME

LR3021

838

RECORD OF CERTIFICATE OF

CROWN LAND TITLE

UNDER THE TRANSFER OF LAND ACT 1893 AND THE LAND ADMINISTRATION ACT 1997 NO DUPLICATE CREATED

The undermentioned land is Crown land in the name of the STATE OF WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.

> BGROBETS REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 618 ON DIAGRAM 55258

STATUS ORDER AND PRIMARY INTEREST HOLDER:

(FIRST SCHEDULE)

STATUS ORDER/INTEREST: RESERVE UNDER MANAGEMENT ORDER

PRIMARY INTEREST HOLDER: SHIRE OF GINGIN OF 7 BRACKMAN ROAD, GINGIN

(XE H371316) REGISTERED 24/2/2000

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:

(SECOND SCHEDULE)

RESERVE 35991 FOR THE PURPOSE OF PUBLIC RECREATION

H371316 MANAGEMENT ORDER, CONTAINS CONDITIONS TO BE OBSERVED. REGISTERED

24/2/2000.

A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Warning:

Lot as described in the land description may be a lot or location.

------END OF CERTIFICATE OF CROWN LAND TITLE-----END OF CERTIFICATE OF CROWN LAND

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: LR3021-838 (618/D55258)

PREVIOUS TITLE: LR3021-838

PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.

LOCAL GOVERNMENT AUTHORITY: SHIRE OF GINGIN

RESPONSIBLE AGENCY: DEPARTMENT OF PLANNING, LANDS AND HERITAGE (SLSD)

A000001A CORRESPONDENCE FILE 01645-1978-01RO. NOTE 1:

END OF PAGE 1 - CONTINUED OVER

LANDGATE COPY OF ORIGINAL NOT TO SCALE 28/04/2021 12:34 PM Request number: 61936125



608

ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 618/D55258 VOLUME/FOLIO: LR3021-838 PAGE 2

NOTE 2: LAND PARCEL IDENTIFIER OF LANCELIN TOWN LOT/LOT 618 ON SUPERSEDED

PAPER CERTIFICATE OF CROWN LAND TITLE CHANGED TO LOT 618 ON FREEHOLD TITLE DIAGRAM 55258 ON 17-AUG-02 TO ENABLE ISSUE OF A DIGITAL CERTIFICATE

OF TITLE.

NOTE 3: THE ABOVE NOTE MAY NOT BE SHOWN ON THE SUPERSEDED PAPER CERTIFICATE

OF TITLE.

28/04/2021

Land Enquiry Services

Document Number/Gazette Page	Date	Туре	Text
N/A	30/03/1979	Correspondence File Number	01645-1978-01RO
N/A	30/03/1979	Lot/Town Lot	LANCELIN LOT 618
N/A	30/03/1979	Public Plan	BF37(2) 21.08
N/A	30/03/1979	Street Name	NEAR GINGIN ROAD, BETWEEN CUNLIFFE AND MIRAGLIOTTA STREETS

date: Apr 28, 2021, 12:29:16 PM



13.13 SUBDIVISION REFERRAL - PROPOSED SURVEY STRATA SUBDIVISION ON LOT 9 (84) GINGIN ROAD, LANCELIN

This matter was brought forward for consideration as one of the first items of business at the meeting – see page 9.

File	LND/694		
Applicant	Hemsley Planning		
Location	Lot 9 (84) Gingin Road, Lancelin		
Owner	Jill De Grussa, Annette Emery and Kenneth Emery		
Zoning	Tourism		
WAPC No	508 - 21		
Author	James Bayliss – Statutory Planning Officer		
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development		
	Services		
Refer	17 August 2021 - Item (confirm once compiled)		
Appendices	1. Location Map - Lot 9 (84) Gingin Road, Lancelin [13.13.1 - 1 page]		
	2. Aerial Map - Lot 9 (84) Gingin Road, Lancelin [13.13.2 - 1 page]		
	3. Applicant's Proposal [13.13.3 - 28 pages]		

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider a subdivision referral from the Western Australian Planning Commission (WAPC) to create three survey strata lots and common property area from Lot 9 (84) Gingin Road, Lancelin.

BACKGROUND

The WAPC is the responsible authority for subdivision approvals in Western Australia. Subdivision applications are registered by the Department of Planning, Lands and Heritage (DPLH) and then referred to relevant State agencies and the local government for comment.

The property is 90 metres in length and 32 metres in width with an area of 2,914 m². The land abuts Gingin Road to the east and the coastal foreshore reserve to the west. It should be noted that a development application for holiday accommodation on the property is pending determination. The completed development, if approved, will comprise a total of five accommodation units and a single caretaker's dwelling located within three separate buildings which will be positioned on individual three survey strata titled lots.





The property is identified within the Shire's Coastal Hazard Risk Management and Adaption Plan 2019 (CHRMAP) as being impacted by coastal processes between the 2070 and 2110 hazard lines.

A location plan and aerial photograph are provided as **Appendix 13.13.1** and **Appendix 13.13.2** respectively.

A copy of the Subdivision Plan and applicant's proposal is provided as **Appendix 13.13.3.**

COMMENT

Stakeholder Consultation

Not applicable.

PLANNING FRAMEWORK

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

The subject land is zoned Tourism under LPS 9, the objectives of which are to:

- (a) Promote and provide for tourism opportunities;
- (b) Provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;
- (c) Allow limited residential uses where appropriate;
- (d) Encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities;
- (e) Ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and
- (f) Encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.

The newly created lots would enable the provision of holiday accommodation which provides greater diversity and options for tourists seeking to stay in Lancelin. The proposed subdivision is viewed as being consistent with the objectives of the zone.





4.8.7 Tourism Zone

4.8.7.5 Where strata titling is proposed, appropriate management arrangements in a management statement which ensures that all units will be let out for tourism.

Officer comments:

Strata titling is proposed and for that reason the submission includes a draft management plan that will apply to the overall development which sets out, amongst other things, a code of practice for guests and a general operating strategy. While the submission of a management plan is integral to achieving compliance with the above provision, the officer is of the view that it must be obvious to prospective/future proprietors of the land regarding the occupancy restrictions and this has not been clearly established within the draft document. The relevant provision under LPS 9 should be replicated and addressed in the management plan.

4.8.7.9 Proposals for subdivision and development for Residential land uses in the Tourism zone will be determined in accordance with Residential R12.5 code unless combined with a Tourism proposal.

Officer comments:

In this instance, the proposal relates to tourism accommodation. This provision is relevant more so for subdivision/development for residential uses, which require assessment at the R12.5 coding and does not provide clarity at what density tourism-based development should be considered.

The officer notes that if subdivision was to proceed at the R12.5 coding, the lot area would theoretically enable three green title lots. In view of the above and considering the lot size in the immediate locality, the number and lot sizes proposed are viewed as being acceptable.

Coastal Development

- 'Clause 4.7.4 Coastal Development' of LPS 9 is applicable in this instance and states:
- "4.7.4.1 All coastal development is to comply with the provisions of State Planning Policy 2.6 Coastal Planning Policy'.
- 4.7.4.2 In accordance with section 77 (1) (b) of the Planning and Development Act 2005, the provisions of State Planning Policy 2.6 State Coastal Planning shall apply as if they were part of this scheme."





State Planning Policy No. 2.6 - State Coastal Planning Policy (SPP 2.6)

The purpose of SPP 2.6 is to provide guidance for decision-making within the coastal zone including managing development and land use change. A key objective of SPP 2.6 is to ensure that development takes into account coastal processes and coastal hazards. This is implemented by the preparation of a CHRMAP to provide a long term view of the potential coastal processes (erosion and storm surge inundation) for affected areas and recommend measures to reduce risk.

The subject property constitutes infill development under section 5.6 of SPP 2.6, which recommends two measures which are outlined below:

'Clause 5.6 - Infill Development'

(i) New development should be located on the least vulnerable portion of the development site.

Officer Comments:

The proposed development is located on the western portion of the subject land closest to the threat of coastal erosion. However, it should be noted that the development area is located on the highest portion of the property which has an elevation of 4.00m AHD while the eastern portion of the site has an elevation of 1.60m AHD. While the eastern portion of the land may be set back further from the erosion risk, it is more susceptible to flooding from inundation and storm surge events.

On that basis, the most vulnerable portion of the land is conflicting in that the development will be exposed to a greater level of risk (i.e. from erosion of inundation) depending on which portion of the site the buildings are situated.

The applicant/landowners are aware of the risk and accept event-limited conditions that accompany development in known risk areas.

Shire of Gingin Coastal Hazard Risk Management and Adaption Plan (2019)

Council adopted the CHRMAP at the Ordinary Meeting held on 16 April 2019. The CHRMAP identifies the site as being located within 'LA2 - Lancelin Township South', with a key outcome concluding:

 "Residential properties have high vulnerability ratings by 2070 and very high vulnerability ratings by 2110."

As such, a time period of 50 years is anticipated to elapse before coastal hazards affect the site. The long term pathway identified within the CHRMAP for 'LA 2' is to avoid the risk, accommodate the risk until the risk is no longer viable, then move to a managed retreat.





'H4.3 – Subdivision' applies which states:

"Undeveloped parcels of zoned or reserved land lying seaward of the 2110 hazard line should not be permitted to be further subdivided. Subdivision includes strata titling. Time limited leasehold might be acceptable in situations where an appropriate temporary development necessitates a smaller parcel of land for management purposes, however this should be carefully considered and only contemplated where there are demonstrable benefits of the proposed development for the community. A lease has a defined expiry date and does not result in permanent fragmentation of the landholding."

The CHRMAP therefore recommends that the proposed subdivision should be avoided (i.e. refused) given the proposal represents subdivision of zoned land seaward of the 2110 hazard line.

The officer notes that the built development (holiday accommodation) could theoretically be constructed without the need to undergo survey strata titling. On that basis, if the built form is existing, the titling arrangement may be inconsequential in the sense that intensification of the land has already been approved through the development approval process.

The provision of notifications on title alerting prospective purchasers of the risk is consistent with the Shire's current approach when assessing development applications exposed to the coastal hazards and that position may be preferable in this instance.

Summary

In summary, the Shire's CHRMAP does suggest that subdivision seaward of the 2110 hazard line should not be permitted.

However, given the built form density associated with the tourist accommodation which may proceed regardless, the formalisation of strata titles may not be viewed as intensifying development within the coastal hazard area, as the density could be present regardless.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Schemes) Regulations 2015

Local Planning Scheme No. 9

POLICY IMPLICATIONS

Operational Policy 1.1 Subdivision of Land – General Principles

State Planning Policy 7.3 - Residential Design Codes





State Planning Policy No. 2.6 - State Coastal Planning Policy

Shire of Gingin Coastal Hazard Risk Management and Adaption Plan 2019

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure & Development
Objective	3. To effectively manage growth and provide for community through
	the delivery infrastructure in a financially responsible manner.
Outcome	3.1 Development
	New and existing developments meet the Shire's Strategic Objectives
	and Outcomes.
Key Service Area	Building and Planning Permits
Priorities	Infrastructure & Development

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Morton SECONDED: Councillor Rule

That Council support the proposed survey strata subdivision of Lot 9 (84) Gingin Road, Lancelin subject to the following conditions:

- 1. Prior to subdivision clearance, each property must contain a holiday accommodation development that has been substantially commenced to the satisfaction of the local government;
- 2. Prior to subdivision clearance, the Applicant/Landowner(s) must submit a revised subdivision plan that increases the area of SSL1, SSL2 and SSL3 to at least 700m²;
- 3. Suitable arrangements are to be made with the local government for the provision of vehicular crossover(s) to service the lots shown on the approved plan of subdivision;





- 4. A notification, pursuant to Section 70A of the *Transfer of Land Act 1893*, is to be placed on the Certificates of Title for all lots. Notice of this notification is to be placed on the diagram or plan of survey (deposited plan). The notification is to state as follows:
 - "VULNERABLE COASTAL AREA This lot is located in an area likely to be subject to coastal erosion and/or inundation over the next 100 years. Additional planning and building requirements may apply to development on this land"
- 4. Prior to subdivision clearance, a Site and Soil Evaluation (SSE) report shall be submitted to and approved by the local government that demonstrates the land is capable of disposing of effluent associated with the approved holiday accommodation development.

Advice Notes:

- Note 1: With regard to removal of existing structures on the property, a demolition licence may be required to be obtained from the local government prior to the commencement of demolition works.
- Note 2: In relation to the installation of vehicle crossovers, please be advised that a crossover application is required to be submitted to the local government prior to installation of the crossover.
- Note 3: Should the land be affected by coastal hazards in the future, the landowners may be responsible for relocating/removing the development and all associated costs. The local government is under no obligation to assist or protect structures from coastal erosion/inundation threats and accepts no liability and will pay no costs associated with any protection from or damages caused by coastal processes.
- Note 4: Please note that the basis for subdivision is reliant upon the construction of holiday accommodation in order to satisfy the relevant provisions of the Shire of Gingin's Local Planning Scheme No. 9. On that basis, substantial commencement of the development means each holiday accommodation unit shall be constructed to plate height prior to clearance being issued.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

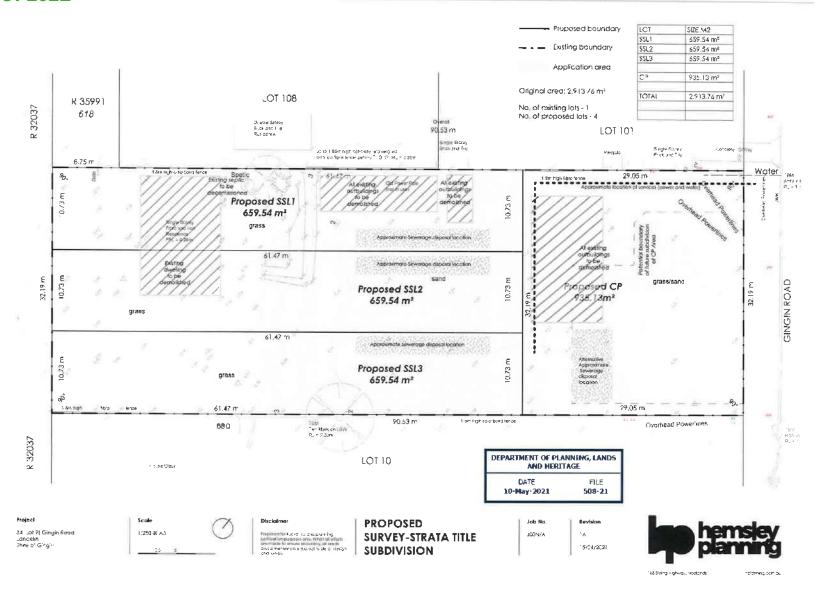
Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: N//









Director General Shire of Gingin Department of Planning Lands and Heritage 140 William Street Perth 4000 WA



ACN 619 383 407 168 String Highway Nedlands WA 6009 info@hplanning.com.au

Thursday, 29 April 2021

Planning Submission and Justification Letter | 84 (Lot 9) Gingin Road, Lancelin

Dear Madame

The purpose of this submission is to detail nature of a Subdivision and Development Application at 84 (Lot 9) Ging'n Road, Lancelin (henceforth known as the 'subject site') for a small-scale tourism development. The letter also clarifies the ability for the proposal to address relevant statutory planning considerations and other relevant development constraints.

To date much correspondence has been made with **Stacke Hongell** Planning Officer of the **DoPLH** and James Bayliss at the Shire of Gingin.

This Subdivision Application has been submitted several weeks following a Development Application submitted by Hemsley Planning to the Shire of Gingin. A copy of the Development Application plans is provided to supplement this application. This report more or less replicates the submission provided to the Shire.

It is critical to the feasibility of this project that individual survey strata littles can be "ssued prior to development commercing,



Figure 1 Streetscope render of croposed development.



Figure 2 'Beachscape' render,

Subject Site

- Ine subject site is zoned Tourism under the Shire of Gingin Local Planning Scheme No. 9 (LPS9). It is 32.19m wide and 90.53m deep with a site area of 2,914 m².
- 2. The subject site is rectangular in shape and is orientaled with a west-south-west facing frontage to the beach.
- 3. The subject site is bushfire prone awing to its proximity to the coastal reserve.
- 4. The subject site suffers from the following constraints:
 - a. It experiences a substantial topographical variation rising 2.5m away from the primary street frontage.
 - Bushfire risk;
 - e. Coastal hazard:
 - d. Overloaking from existing adjoining dwellings to the north.
- 5. The subject site is in immediately proximity to the Indian Occan allowing development to access views of significance provided the accommodation is high enough to allow for views over the dune system. The views of the ocean are integral to the development's vlability, whilst the higher FFL provides goded protection against long term coastal inundation.

Planning Framework

The subject site is zoned Tourism under LPS9. There is no reasonable opportunity to amolgamate the subject site with any adjoining sites to make the site larger. The subject site theoretically supports three [3] Group Dwellings utilising an underlying R12.5 density. The objectives of the fourism Zone are to:

a) promote and provide for tourism apportunities:

b) provide for a vanety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;

c) allow limited residential uses where appropriate;

d) encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities;

e) ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and

() encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.



Figure 3 LPS9 extract depicting zone (Tourism).

Existing Improvements

The existing improvements present on the subject site are summarised as follows:

- 1. Single fibro dwelling:
- 2. Two large sheds and outbuilding:
- 3. Septic tank system.



Figure 4 Aerial view of subject site Nov 2020 (Lanagate)

Development Context

Development context is required to be taken into consideration when assessing the compatibility of proposal and the characteristics of the existing and emerging land use mix and built form. The collection of subsequent figures illustrate the physical context of the proposed dwelling. This information has been used to assist with preparation of a Context Plan Jenclosed) which we will rely upon in making justification against the Design Principles where relevant.



Figure 5 Street view of the subject site prior to adjoining tourism development being constructed,



Figure 6 Streetview of the subject site,



Figure 7 Streetview of the subject site.



Figure 8 View of subject site as visible from beach carpark to north,



Figure 9 View of subject site as visible from papestrian path adjacon; to ocean.

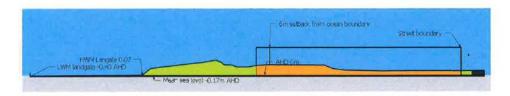


Figure 10 Cross section of the subject site (orange) relative to location of the beach and tidal markers.



Figure 11 Location of site relative to protective offshare coastal features. (Department of Transport October 2012)

LPS9 Land Use

A Caretaker's Dwelling is defined by LPS9 as a dwelling on the same site as a building, operation, or plant or tourist facility, and accupied by a supervisor of that building, operation or plant or laurist facility.

Holiday Accommodation is defined by LPS9 as two or more dwellings on one lot which, by way of trade or business, are made available for occupation by persons, other than the proprietor, for holiday or other temporary purpose.

Proposed Development

The proponent proposes the completed development will comprise a total of five (5) accommodation units and a single Caretokers Dwelling located within three (3) separate buildings.

The development is designed to have an external built form being visually consistent with the appearance of three (3) residential dwellings. Consistent with this appearance single garages and internalised lobbies are provided such that only a single-entry door is visible to the street. This design approach maintains the streetscape rhythm by not appearing as a commercial development and in keeping with axisting and highly valued Landelin coastal character. The design utilised the existing high ground to achieve the views of significance of the ocean which is a critical aspect to the viability of the proposal as it seeks to provide a premium holiday occommodation product.

All Holiday Accommodation units and the Caretakan's Dwalling will be accommodated within the three (3) individual cuildings which will be positioned an individual three (3) survey stratal tied tots. The Caretaken's Dwelling will be located on the upper floor of the central Building two. Building and proposes a covered pool area protected from the seabreeze, anticipated to be made available to all guests subject to strict use provisions served to guests upon check-in.

The Holicay Accommodation unit type anticipates family friends, or related parties could rent each floor within either Building one or three, or a single group could ront both levels.

Landscaping

A coastal theme is adopted in the landscaping scheme proposed. The planting palette in this scheme have been selected as they have a high tolerance to wind, salt spray and other harsh coastal conditions. Plant selections are based on Coastal Gardens - A Planting Guide for the coastal region between Guilderton and Kalbarri.



Figure 12 Landscope plan proposed.

Sewerage Disposal

The Government Sewerage Policy does not prescribe a minimum tot size for unsewered survey strata and strata lots for grouped dwellings, commercial or industrial development where the buin form for each developable lot has been determined and received development approval. Accordingly, a DA is being pursued prior to subdivision with the Shire of Gingin.

The subject is not depicted as being within a sewerage sensitive area. On-site sewerage disposal is proposed as reficulated sewerage is not available in this location. The development proposes each building is serviced by an individual accommodate alternative treatment units (ATU), however the common property area proposed provides a suitable alternative location for the provision of a centralized ATU system which can be accommodated in elevated planter beds and concealed by landscaping.

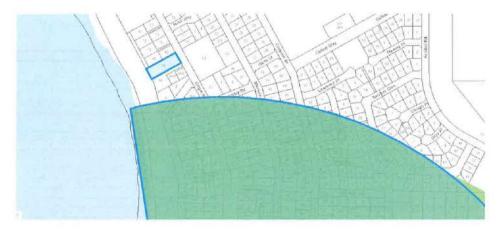


Figure 13 Government Sewerage Policy Map of Sewerage Sensitive Area extract depicting "Habitats of specially protected water-dependent fauna, and within 1km of groundwater dependent threatened and priority ecological communities'

Bushfire Risk

A Bushfire Affack Level (BAL) assessment has been prepared (refer enclosed), the bushfire risk is attributable to the coastal vegetation to the immediate west. The BAL level achieved via a 5m rear setback is very manageable BAL-19. As access to the development is occred on the opposite side of the coastal vegetation (the risk) via the road, the management of any risk is capable of being apequately achieved in an uncomplicated manner.

Strata Subdivision

The owners of the subject site are simultaneously seeking subdivision approval from the WAPC for a vacant survey strata subdivision as per the staged subdivision plan below. Strata titles being issued prior to development accurring is required outcome for the proposal to be feasible in achieving financing, individually titling the three [3] SSL's lots prior to development commencing is crucial to the project's viability due to difficulties in securing financing.

The future SSL5 allows for the possibility of a subsequent development of an additional chalet or other holiday accommodation type. In the interim the area will be landscaped and softens the appearance of the development and provides a recreation space which can discretely accommodate ATU in terraced retaining structures, concealed by landscaping.

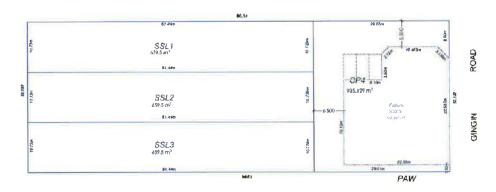


Figure 14 Proposed plan of subdivision

Coastal Hazard Risk

The subject site and the proposed infill development has been determined by the Shire's commissioned Jeport to be located within the 100 year coastal hazard line and an 'Accommodation' measures approach is sought from the Coastal Hazard risk management and adaption planning hierarchy. The owners are oware at the Shire's projected coastal hazard risk attributable to the possible long-term effects of sea level rise. In response to this one in defense of the Accommodation approach pursued, we draw attention to the following:

- There is an apportunity to place notifications on the certificate of titles for each SSL as per SPP 2.6 Clause 5.5 (ii) stating "Vulnerable Coastal Area -This lot is located in a area likely to be subject to coastal erosion and/or inundation over the next 100 years":
- The subject sile is zoned Tourism and forms part at a Tourism Node, the zoning based on the site's immediate proximity
 to the ocean and views of significance achieved. Proximity and views to the ocean are critical to the viability of highend, but law density tourism development as processed;
- The infill development is located on the highest portion of the site which has an AHD of 4.00. While the position of the development is closest to the ocean, it is in fact the loast vulnerable portion of the subject site as it would not be subject to mundation as modelled to the extent that the 1.60 AHD balance portion of the site closest to the street; and
- The overal site and individual survey stroto lot length both allow for a staged retreat/incremental redevelopment if the assessed in fact risk eventuates as "t is not cortain to occur. The subject site and design submitted allows for sufficient space to remain available to redevelop should the coastal hazards materialize without suffering the risk of starm surge by being located in the low lying portions of the site.

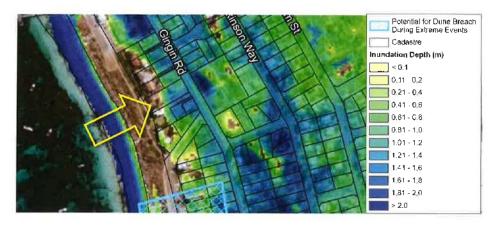


Figure 15 Warst case scenar o - Inundation Depth based on peak water level from 500yr ARI design storm in planning year 2120 (includes 3.9m Sea Level Rise Allowance) (Baird). Note the rear portion of the site is at substantial risk of inundation.

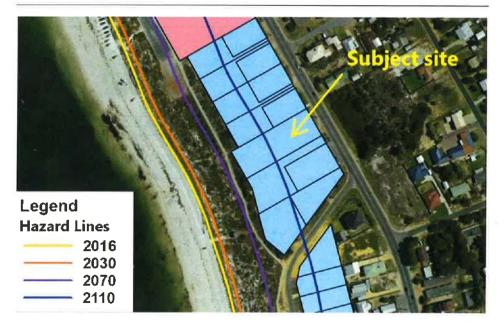


Figure 16 Shire of Gingin Coastal Hazards Map (2019)

Baird points out in its June 2020 report that "[i]t is important to note that the lines do not represent the shoreline position in Luture planning periods, rather the area over which the coastal processes have been calculated to potentially act based on the guidelines of SPP2.6."

In our view, the inundation mapping based on lidar topography data far more accurately identifies a real risk, whereas the coastal hazard lines are generic and based on distance to the coast rather than factoring finer topographical details.

In summary, the owners are aware of the documented coastal hazara risk, namely the modelled areas of inundation and projected coastal erosion. Collectively, we are firmly of the opinion the proposed development as designed is located on the least vulnerable portion of this site. From discussions with the Shire, we are aware of a recent development application in the Shire which through a resolved SAT process, has resulted in an event limit/triggered development approval. We would be prepared to accept a similar condition of development approval.

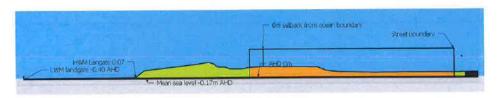


Figure 17 Cross-section of the subject site (orange) relative to location of the beach and tidal markers.

Planning Assessment

The following section outlines aspects of the proposal requiring either clarification or a Design Principle assessment and provides justification against applicable Design Principles, planning objectives, and relevant town planning considerations.

SHIRE OF GINGIN- TOWN PLANING SCHEME NO. 9 - CLAUSE 4.8.7 TOURISM ZONE

Clouse	Response
4.8,7.1 Development within the	As per the zoning table in the TPS 9, "Holiday Accommodation" is a use not listed.
tourism Zone will comprise a	However, in accordance with Schedule 1 - Dictionary of Defined Words and Expressions
range of land uses set out in the	"Holiday Accommodation" is a use defined,
purpose and objectives of the	
Zone and in the Zoning Table.	Foliday Accommodation is a use which consistent with the objectives of the Tourism
Dependent upon the use	Zone objectives and aspirations of the Local Planning Strategy. The location of the
proposed, sites for such	development is consistent with intent of the Scheme map.
developments will normally be	
Identified within or in close	
proximity to established	
settlements.	

Clause



Figure 18 TPS9 Map excerpt. Subject site outlined in yellow,

4.8.7.2 Development proposals will be considered by the local government with particular regard to the impact of the proposed development on visual and natural amenity, the availability of reticulated sewerage and/or the sulfability of the land for on-site effluent disposal, the provision of sufficient landscape buffers and

The use of neutral colours and materials contributes to the natural and visual amenify and consistent with existing character of the area. The traditional materials used are suitable given the coastal environment and residential zoning to the immediate north. A comprehensive landscaping schodulo is proposed which will visually soften the development.

Consistent with the approval for the three holiday accommodation units to the south, the subject site is suitable for the onsite disposal of effluent.

disposal, the provision of In addition, these materials combined with the wide and open front elevation also sufficient kandscape buffers and complement the adjacent café (see photo below) and conform to the wider the density of the development, surrounding development character.

The visual density of the devalopment is consistent with underlying R12,5 residential development and proximate developments. Given close proximity to the café and the Lancel'n Community Centre, the density of the proposed development should be considered appropriate.

4.8.7.3 Those areas of the site providing the highest tourism amenity, e.g. the beachfront, shall be retained for tourism purposes, and not designated for residential use. The maximum proportion of residential units shall be such that the site retains a dominant tourism function and character, and shall be determined by the local government between zero and

As per the requirement of this clause, the proposed Holiday Accommodation development contains six (6) independently occupied units, five (5) of which are dedicated for Holiday Accommodation use. The site located in immediate proximity to the beach and is not considered residential and Therefore is complementary to this clause and the Tourism Zone objectives.

Clause 25 per cent inclusive, AMD 14	Response
GG 08/04/16.	
5-	
4.8.7.4 Where tourism	As this development is considered Holiday Accommodation with the exclusion of the
development with no	upper floor of Building 2,
permanent or semi-permanent	
residential units is proposed,	
local government may at its	
discretion vary the maximum	
plot ratio împosed, AMD 14 GG	
08/04/16	
4.8.7.5 Where strata titling is	A draft management statement is included in this submission.
proposed, appropriate	
management arrangements in	
a management statement	
which ensures that all units will	
be let out for fourism	
4.6.7.6 The maximum	There is only one proposed residential dwelling (caretaker's dwelling) on the subject site.
percentage of residential	regarbless, this dwelling is incidental to the dominant Holiday Accommodation land use.
units/development on site shall	
comply with the following at all	
stages of the development:	
(a) the proportion of residential	
units relative to the total number	
of accommodation units on the	
sile shall be equal to ar less than	
the approved percentage.	
(b) the site area occupied by	
the residential units, and any	
areas designated for the	
specific use of accupiers of	
3paaa 350 5 - 5 5 5 5 5 7 1	
fhose units, relative to the area	
•	
those units, relative to the area	
those units, relative to the area occupied by the short-stay development shall be equal to	
those units, relative to the area occupied by the short-stay	
those units, relative to the area occupied by the short-stay development shall be equal to or less than the approved	
those units, relative to the area occupied by the short-stay development shall be equal to or less than the approved percentage. In calculating the	

Clause	Response
use shall be excluded from the	
calculation.	
(c) that any individual	
residential unit and as a whole	
any residential component of	
such a development shall be of	
a design and scale that is	
clearly is subsidiary to the	
tourism component of the	
development such that the	
tourism component remains	
dominant in all aspects.	
4.8.7.7 Proposals for offices and	As this development is considered haliday accommodation, this clause is not applicable.
reception centres in the Tourism	
Zone will only be considered	
where they are incidental to,	
and support the proposed	
tourism use on the site.	According to the state of the s
4.8.7.8 Tourism development	An onsite manager will resident in the central building 2 on the upper floor,
that incorporates	
accommodation and/or reception facilities shall include	
provision for an onsite manager.	
	Figure is an expensed for the division of the colonial form.
4.8.7.9 Proposals for subdivision and development for	There is no proposal for subdivision or development of a residential land use.
Residential land uses in the	
Tourism zone will be determined	
in accordance with Residential	
R12.5 code unless combined	
with a Tourism proposal.	
4.8.7.10 in considering proposals	As per Part 3 – Zones and the Use of Land, 3.2.8 Tourism Zone; the proposed Holiday
in the Tourism Zone, local	Accommodation increases the opportunity for tourism activity. Furthermore, there is no
government shall have regard	residential component to the proposal, which is to be considered as supportive of the
for the zone objectives, the	*purism objectives,
scale and bulk of the proposal	
and its integration with	The development capitalises upon the natural amenity and proximity to the beach.
surrounding land uses, AMD 14	Harnessing this as a tourism opportunity, the development also appropriately integrates
GG 08/04/16	with the surrounding land uses (primarily as it is silvated within immediate proximity of
	Isabella's Cottage Café, and a 5-minute walk to the Have a Chat General Store and the
	Lancelin IGA (see figure * below).
	In regards to the proposed built-form, the development is of a similar scale and bulk to
	surrounding developments, especially when considering those developments closer to
	The beachfront [see tigure 2 below].

Clause		Response
A,7.11 Local government may,	Compliant.	
at its discretion, require		
proposed shared facilifies in		
tourist developments to be		
established in the first stage of		
development. AMD 14 GG		
08/04/16		
4,8.7,12 to reduce the likelihood	Acknowleaged.	
of tourism accommodation		
being used as permanent or		
semi-permanent		
accommodation, a maximum		
length of stay provision of three		
months in any twelve-month		
period should apply to the		
fourlsm units on all		
developments.		

Summary

Homsley Planning is of the opinion that the proposal is consistent with the local planning framework in respect of land use, development intensity and general amenity streetscape contribution. The proposed subdivision and development responds to two active frontages, a coastal hazard risk, bushfire risk and a challenging topography.

The proposal presents an example of good design outcomes achieved on a site with significant development constraints.

The fourism development will contribute to the economic development of the Lancelin Townsite which has otherwise been reliant on the cray/lishing industry.

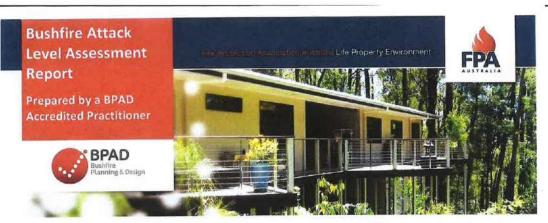
Should clarification on any aspects of this matter, please do not hesitate to contact the undersigned on 0415 337 100 or by email at alex@hplanning.com.au.

Kind regaros

Alex Hemsley

Director | Principal Planner

BA Urban & Regional Planning (Curtin) LGPA

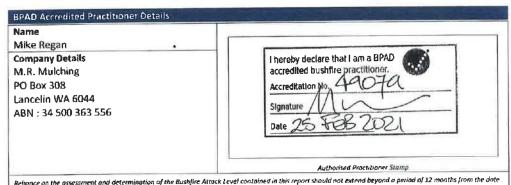


AS 3959 BAL Assessment Report

This report has been prepared by an Accredited BPAD Practitioner using the Simplified Procedure (Method 1) as detailed in Section 2 of AS 3959 – 2018. FPA Australia makes no warranties as to the accuracy of the information provided in the report. All enquiries related to the information and conclusions presented in this report must be made to the BPAD Accredited Practitioner.

Address Details	Unit no	Street no 84	Lot no	Street name/Plan Reference Gingin Road	e	
	Suburb Lancelin				State WA	Postcode 6044
Local government area	Shire of Gingin					
Main BCA class of the building Use(s) of the building						
Description of the building or works	House					

port Details	THE THE POST	Marie 1997	
Report / Job Number	Report Version	Assessment Date	Report Date
5	2	15 February 2021	25 February 2021



Reliance on the assessment and determination of the Bushfire Attack Level contained in this report should not extend beyond a period of 12 months from the date of issue of the report. If this report was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated report issued.

BAL Assessment Report

malevolasium Assovomen valderiälla Ure Property Enwichment

Site Assessment& Site Plans

The assessment of this site /development was undertaken on 6 November 2020 by a BPAD AccreditedPractitioner for the purpose of determining the Bushfire Attack Level in accordance with A\$3959–2018Simplified Procedure (Method 1).



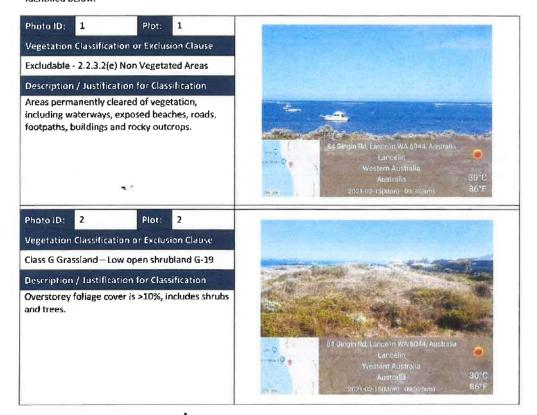
Mup Parend ham Juristans on Thu Feb 28-19-46-11 ANST 202

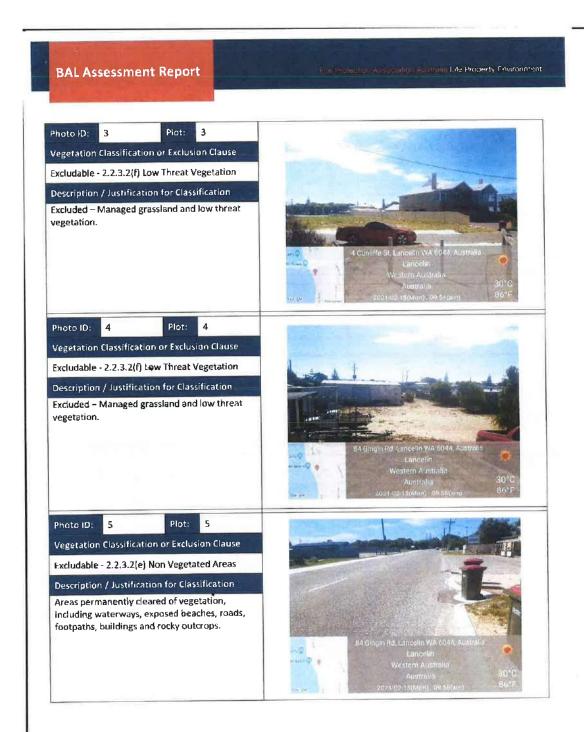
BAL Assessment Report

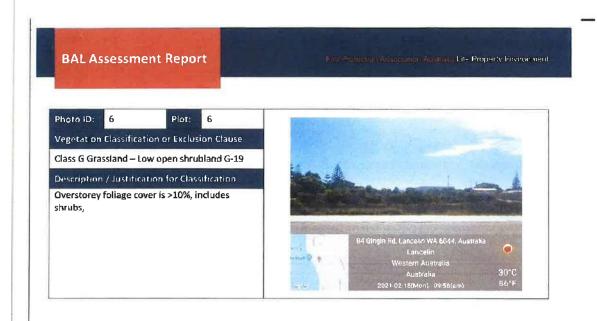
re-evoleción Ausociation Australia Ute Property Environ vent

Vegetation Classification

All vegetation within 150m of the site / proposed development was classified in accordance with Clause 2.2.3 of AS3959-2018. Each distinguishable vegetation plot with the potential to determine the Bushfire Attack Level is identified below.







BAL Assessment Report Free Paradic Associator Australia Life Property Environment

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 🔲	FDI 50 🔲	FDI 80 🖂	FDI 100 🗌
Table 2.7	Toble 2.6	Table 2.5	Table 2.4

Potential Bushfire impacts

The potential bushfire impact to the site / proposed development from each of the identified vegetation plotsare identified below.

Plot	Vegetation Classification	Effective Slope	Separation (m)	BAL
1	Excluded = 2.2.3.2e	-0.1° down slope	29.9m	BAL - LOW
2	Grassland - G19 Low Open Shrubland	-0.6° down slope	20.8m	BAL - 19
3	Excluded - 2.2.3.2f	-0.6° down slope	11.0m	BAL-LOW
4	_ Excluded = 2.2.3.2f	-0.6° down slope	11.0m	BAL - LOW
5	Excluded - 2.2.3.2e	-1.8° down slope	82.3m	BAL - LOW
6	Grassland - G19 Low Open Shrubland	-1.8° down slope	90.0m	8AL - 12.5

Table 1: BAL Analysis

Determined Bushfire Attack Level (9AL)

The Determined Bushfire Attack Level (highest BAL) for the site / proposed development has been determined in accordance with clause 2.2.6 of AS 3959-2018 using the above analysis.

Determined Bushfire Attack Level BAL — 19

Appendix 1: Plans ar	id Drawings		
Plans and drawings re	elied on to determine the b	ushfire attack level	
Drawing / Plan Desci	ription		
	I	Ta., 42	
Job Number	Revision	Date of Revision	
	75 °		
	•		

BAL Assessment Report

Encapage of a l'Association Abeliable Life Prox enty Environment

If building or other plans have been relied upon to determine the actual location of the building and therefore the determination of the separation distance/s from the classified vegetation, the plans should be referenced above and where possible included in this appendix as a point of reference to enable validation of the BAL.

Where shielding in accordance with Clause 3.5 of AS 3959 is proposed to be used:

- Current detailed site plan showing building's design in relation to bushfire threat must be provided;
- identify the elevation shielded, if any, for the application of Clause 3.5 of AS 3959.

9 mm m 1 0

BAL Assessment Report

Fre Protection Association Austrian & Personal Environment

Appendix 2: Additional Information / Advisory Notes

Include in this section any additional comments or notes that support the BAL Assessment made in this report including unique circumstances related to the site.

Where advice in relation to the application of the construction provisions detailed in AS 3959-2018 are included in this Appendix, they must only be of an advisory nature. A clear statement must also be included identifying that the advice is advisory only.

0 - - - 1 6





Bushfire Attack Level (BAL) Certificate

Determined in accordance with AS 3959-2018

This Certificate has been issued by a person accredited by Fire Protection Association Australia under the Bushfire Planning and Design (BPAD) Accreditation Scheme. The certificate details the conclusions of the full Bushfire Attack Level Assessment Report (full report) prepared by the Accredited Practitioner.

Address Oetails	Unitno	Streetno 84	Lotno	Streetname/ Plan Refere Gingin Road	ence	
	Suburb Lancelin				State WA	Postcode 6044
Local government area	Shire of	Shire of Gingin				
Main BCA class of the building	Class 1a Proposed Home					
Description of the building or works	House					

Determination of Higher	st Bushfire Attack Level			
AS 3959 Assessment Procedure	Vegetation Classification	Effective Slope	Separation Distance	BAL
Method 1	Class G Grassland	-0.6° down slope	20.8m	BAL - 19

Name Mike Regan	
Company Details M.R. Mulching ABN: 34 500 363 556 I hereby certify that I have undertaken the assessment of the above site and determined the Bushfire Attack Level stated above in accordance with the requirements of AS 3959-2018.	I hereby declare that I am a BPAD accredited bushfire practitioner. Accreditation No. Accreditation No. Date 25 FB 2021
	Authorised Practitioner Stamp

Reliance on the assessment and determination of the Bushfire Attack Level contained in this certificate should not extend beyond a period of 12 months from the date of issue of the certificate. If this certificate was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated certificale issued.



13.14 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED BALCONY REPLACEMENT WITH MINOR EXTENSION ON LOT 264 (12) BURNETT ROAD, GUILDERTON

File	BLD/6717
Applicant	Laurens West
Location	12 Burnett Road, Guilderton
Owner	J Curran & L West
Zoning	Residential R12.5/20
WAPC No	NA
Author	Kylie Bacon – Manager Statutory Planning
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development
	Services
Refer	Nil
Appendices	1. Location Plan and Aerial [13.14.1 - 2 pages]
	2. Site Plan and Elevations [13.14.2 - 2 pages]
	3. Photographs [13.14.3 - 3 pages]
	4. Schedule of Submissions and Recommended Responses
	[13.14.4 - 2 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed Replacement Balcony with minor extension to the existing Single House on Lot 264 (12) Burnett Road, Guilderton.

BACKGROUND

The subject lot is 809.5m² in area and contains an existing two storey single house with a dilapidated balcony that is 1.5m in width. The Applicant is proposing to replace the balcony and extend its width to 3m.

The proposed balcony is set back 2.39m from the southern boundary, thus the Applicant is seeking a setback variation to the deemed-to-comply principles assessment of clause 5.4.1. Visual Privacy of the Residential Design Codes (R Codes).

A location plan and aerial photograph are provided as **Appendix 13.14.1.**

A copy of the site plan and elevations are provided as Appendix 13.14.2.

Photographs of the existing balcony and overlooking are provided as **Appendix 13.14.3.**





COMMENT

Stakeholder Consultation

The application was advertised to the adjoining landowner for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme)* Regulations 2015.

The Shire received one submission originally raising some concerns, however this was later replaced by a submission not objecting to the development. A copy of the Schedule of Submissions and Recommended Responses is attached as **Appendix 13.15.4.**

PLANNING FRAMEWORK

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

Local Planning Scheme No. 9 (LPS 9)

The subject land is zoned Residential 12.5/20 under LPS 9, the objectives of which are to:

- a) Provide for a range of housing types and encourage a high standard of residential development;
- b) Maintain and enhance the residential character and amenity of the zone;
- c) Limit non-residential activities to those of which the predominant function is to service the local residential neighbourhood and for self-employment or creative activities, provided such activities have no detrimental effect on the residential amenity; and
- d) Ensure that the density of development takes cognisance of the availability of reticulated sewerage, the effluent disposal characteristics of the land and other environmental factors.

Clause 4.3.2 of LPS 9 requires land with a dual coding to be assessed at the lower density (R12.5) unless the property is connected to reticulated sewerage. In this instance the lot is not serviced by deep sewer.

Clause 5.2.2 of LPS 9 states:

"Unless otherwise provided for in the Scheme, the development of land for any of the residential purposes dealt with by the Residential Design Codes is to conform to the provision of those codes."





The proposed replacement balcony with minor extension does not compromise the objectives of the Residential zone as the development is residential in nature.

State Planning Policy 7.3 - Residential Design Codes of Western Australia (R-Codes)

The R-Codes provide a comprehensive basis for the control of residential development throughout Western Australia. When a development proposal does not satisfy the deemed-to-comply provisions, the application is assessed against the associated 'design principles' to determine whether the variation is acceptable.

In order for the development to satisfy the deemed-to-comply criteria the proposed balcony is required to be set back 7.5 metres from the southern boundary. The existing balcony is non-compliant under the current R Codes, being set back 3.2m. However, there were no R-Codes or requirements to protect overlooking when the balcony was built back in the 1970s.

If the development is considered not to meet the deemed-to-comply requirements of clause 5.4.1 of the R-Codes, then the proposal is assessed under the design principles which state:

P1.1 Minimal direct overlooking from active habitable spaces and outdoor living areas of adjacent dwellings achieved through:

- building layout and location;
- design of major openings;
- landscape screening of outdoor active habitable spaces; and/or
- location of screening devices.

P1.2 Maximum visual privacy to side and rear boundaries through measures such as:

- offsetting the location of ground and first floor windows so that viewing is oblique rather than direct;
- building to the boundary where appropriate;
- setting back the first floor from the side boundary;
- providing higher or opaque and fixed windows; and/or
- screen devices (including landscaping, fencing, obscure glazing, timber screens, external blinds, window hoods and shutters).

The 5.1m setback variation to the visual privacy requirements is considered to meet the design principles for the following reasons:





• The existing balcony is set back 3.2m from the southern boundary with no screening devices. Photographs are attached in **Appendix 13.15.3** demonstrating the existing outlook of the balcony. The proposed balcony is merely replacing the existing balcony that is dilapidated, but with a 1.5m extension in width. The extension does not further the impact of overlooking compared to what is already experienced from the existing balcony. Furthermore, as is evident in the attached photos, when standing on the balcony the direct line of sight is over the existing roof line out to the coast. There is no direct overlooking into any active habitable spaces or outdoor living areas. There is also existing landscape screening along the fence line which minimises and blocks out any overlooking onto the adjoining southern neighbour.

In the event that Council approves the proposal, a condition of planning approval has been imposed requiring the landscaping along the southern boundary to be maintained in a manner that helps screen overlooking from the balcony. In the event the landscaping is no longer suitable or dies, then it is to be replaced with suitable landscaping that grows to a similar height and density, and is to be maintained thereafter to the satisfaction of the Shire of Gingin.

The above condition is considered reasonable as the applicant is seeking a 1.5m extension to the width of the balcony. Whilst it is acknowledged that the additional width will not lead to increased overlooking onto the adjoining southern landowner,, there was no requirement for the minimisation of overlooking into adjoining properties when the original balcony was constructed. The provision of landscaped screening is a design principle that helps to demonstrate compliance.

- The existing balcony has no screening installed. The proposed balcony will have screening installed along its southern elevation, improving the visual privacy requirements for the adjoining southern owner.
- There are additional visual privacy impacts experienced from both sides of the fence
 on the ground floor when accessing the properties due to the low height in the
 dividing fence. However, all dividing fence matters are to be dealt with between
 landowners and in accordance with the *Dividing Fences Act 1967*.

Summary

In summary, the application seeks a setback variation to the visual privacy requirements of clause 5.4.1 of the R-Codes. The proposal is considered to meet the design principles and is recommended for conditional support.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Shire of Gingin Local Planning Scheme No. 9.





POLICY IMPLICATIONS

State Planning Policy 7.3 - Residential Design Codes of Western Australia

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure & Development
Objective	3. To effectively manage growth and provide for community through
	the delivery infrastructure in a financially responsible manner
Outcome	3.1 New and existing developments meet the Shire's Strategic
	Objectives and Outcomes.
Key Service Area	Building and Planning Permits
Priorities	3.1.2 Support strategies that facilitate greater investment in housing and housing diversity.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Morton SECONDED: Councillor Balcombe

That Council grant Development Approval for a proposed Replacement Balcony with minor extension to the existing Single House on Lot 264 (12) Burnett Road, Guilderton subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;
- 2. This approval is for a balcony replacement only as indicated on the approved plans;
- 3. Stormwater from all roofed, paved and hardstand areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin; and





4. The landscaping along the southern boundary is to be maintained in a manner that facilitates screening of overlooking from the balcony. In the event that the landscaping is no longer suitable or dies, then it is to be replaced with suitable landscaping that grows to a similar height and density and which is to be maintained thereafter to the satisfaction of the Shire of Gingin.

Advice Notes:

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.
- Note 4: This planning approval shall not be construed as an approval or support of any kind for any other planning related application on the subject land.
- Note 5: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.
- Note 6: This approval does not authorise any interference with dividing fences, nor entry onto neighbouring land. Accordingly, should you wish to remove or replace any portion of a dividing fence, or enter onto neighbouring land, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.

CARRIED UNANIMOUSLY 8 / 0

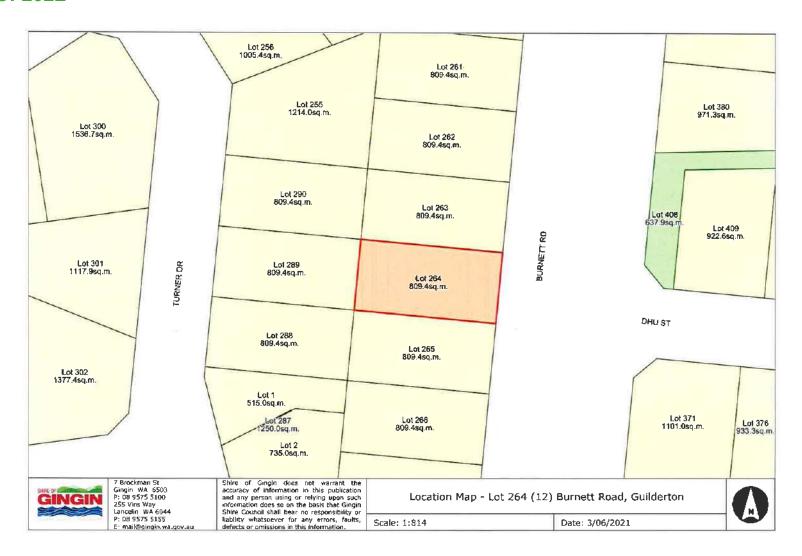
FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

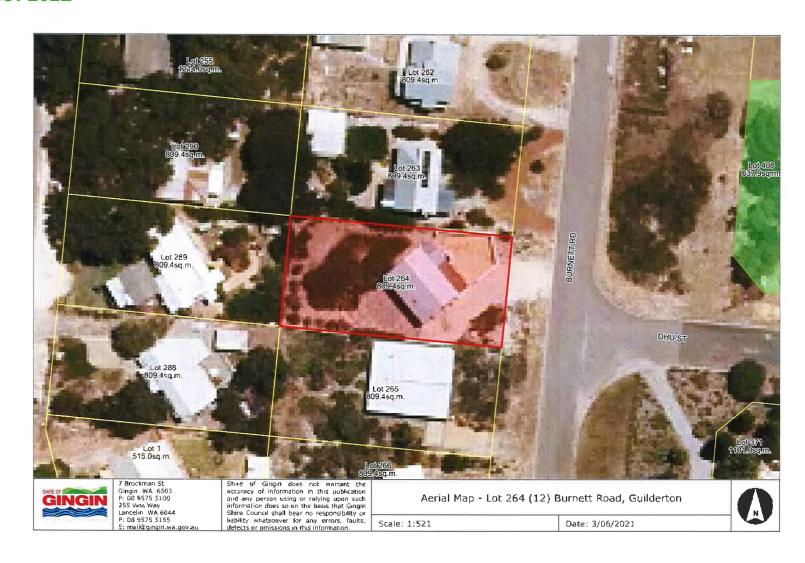
Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

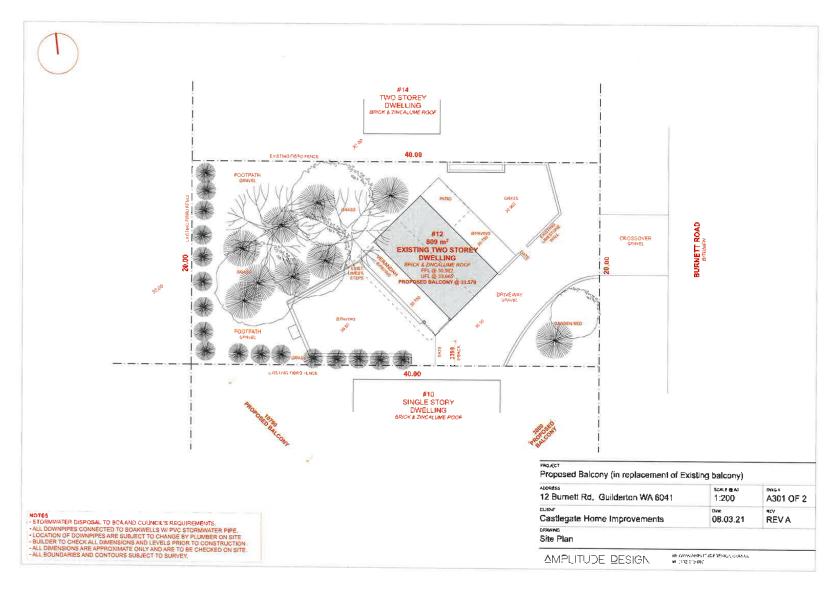
AGAINST: ///

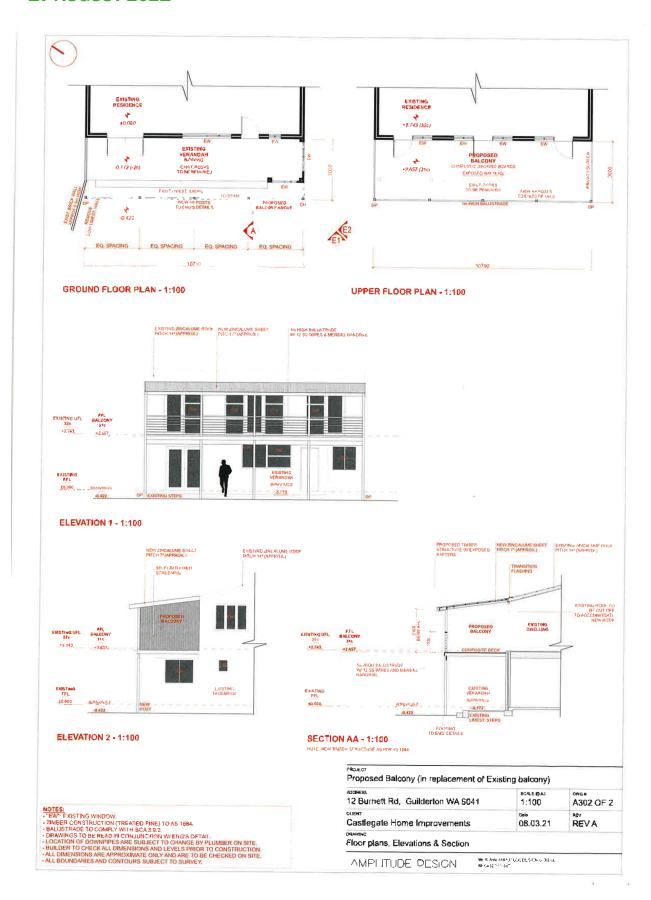
J Bayliss (Statutory Planning Officer) left the meeting at 4.45pm and did not return.











Existing Balcony (1.5m width)



Overlooking from Existing Balcony looking south





Overlooking from Ground Floor looking south – More impact than from balcony



SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

DEVELOPMENT APPLICATION: PROPOSED BALCONY REPLACEMENT WITH MINOR EXTENSION LOT 264 (12) BURNETT ROAD, GUILDERTON

No.	Submitter	Submission details	Recommended response
1.	Ratepayer	The submission dated 25 June 2021 The submitter provides the following general comment: Many thanks for your correspondence with clarification regarding this matter and the generous time extension. With respect and in reply to your letter as noted, my preferred position is one of neutrality. Notwithstanding that a breach has and will occur, it's my view that I would like to discuss the matter with the new owner, who as yet, I have not met or know. As neighbour's, I would seek a happy and agreeable relationship to respect the environment, privacy, wildlife, noise, rubbish and maintain attractive holiday houses for both out families to enjoy. Would it be possible for you to arrange a meeting with the owners of No. 12 so we may be an acceptable outcome to the Shire.	Noted. There has been no breach with respects to the existing balcony as the balcony was built in accordance with the building permit and the rules and regulations of the time. The applicant is going through the correct Development Approval process for its replacement and extension. The facilitation of a meeting was being organised however due to many phone calls and emails the submitter and family representative were away and unfortunately it never came to fruition. However, the submitter was given an additional opportunity to provide specifically their concerns in writing to be included as part of the Council report. The additional submission is detailed below dated the 3 August 2021.
		Second submission dated 3 August 2021	Noted.
		The submitter provides the following supports the proposal :	
		Our reply to your email of the 27th July 2021 regarding the balcony extension by the owners of No 12.	
		We acknowledge the extension will further break the R-Code considerably. The corner of the balcony will be set back just 2.30m from the southern boundary.	

The visual impact on our privacy will be minimal, and as we wish to keep an amicable relationship with our new neighbour, we do not oppose the extension.	
---	--



13.15 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED OUTBUILDING ON LOT 170 (95) GINGIN ROAD, LANCELIN

File	BLD/7317		
Applicant	Paul Webb		
Location	Lot 170 (95) Gingin Road, Lancelin		
Owner	P & F Webb		
Zoning	Residential R12.5/20		
WAPC No	NA		
Author	Kylie Bacon – Manager Statutory Planning		
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development		
	Services		
Refer	Nil		
Appendices	1. Location Plan and Aerial [13.15.1 - 2 pages]		
	2. Applicant's Proposal [13.15.2 - 5 pages]		

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed outbuilding on Lot 170 (95) Gingin Road, Lancelin.

BACKGROUND

The Shire has received an Application for Development Approval for a proposed oversize outbuilding with respect to the wall height on that subject lot, which is 1213.5m². The property contains an existing single house. The proposed outbuilding will measure 10m by 12m totalling 120m² in area, with a 3.9m wall height and 4.7m overall height.

The subject lot is flat with the outbuilding being located within the south-eastern corner of the lot. The proposed outbuilding is set back 1.5m from both the rear (eastern) boundary and southern boundary.

The proposal seeks variations to Clause 5.4.3 – Outbuildings of State Planning Policy 7.3 - Residential Design Codes Volume 1 (R-Codes) in regards to the wall height, ridge height and overall area of the outbuilding. The proposal also seeks a variation to Local Planning Policy 2.1 – Residential Outbuildings (LPP 2.1) with respect to the proposed wall height, being 3.9 metres in lieu of 3.6 metres.

A Location Plan is provided as Appendix 13.15.1

A copy of the Applicant's proposal is provided as **Appendix 13.15.2**





COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Schemes)* Regulations 2015. The Shire received no submissions.

PLANNING FRAMEWORK

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

The subject land is zoned Residential R12.5/20 under LPS 9, the objectives of which are to:

- a) "Provide for a range of housing types and encourage a high standard of residential development;
- b) Maintain and enhance the residential character and amenity of the zone;
- c) Limit non-residential activities to those of which the predominant function is to service the local residential neighbourhood and for self-employment or creative activities, provided such activities have no detrimental effect on the residential amenity; and
- d) Ensure that the density of development takes cognisance of the availability of reticulated sewerage, the effluent disposal characteristics of the land and other environmental factors."

The scale of the proposed outbuilding is generally consistent with LPP 2.1 which was prepared having regard to the abovementioned objectives.

Clause 5.2.2 of LPS 9 states:

"Unless otherwise provided for in the Scheme, the development of land for any of the residential purposes dealt with by the Residential Design Codes is to conform to the provision of those codes."

State Planning Policy 7.3 - Residential Design Codes Volume 1 (R-Codes)

The R-Codes provide a comprehensive basis for the control of residential development throughout Western Australia. When a development does not meet with the deemed-to comply provisions, the application is assessed against the associated design principles to determine whether the variation is acceptable. The R-Codes define an 'Outbuilding' as:





"An enclosed non-habitable structure that is detached from any dwelling".

The deemed-to-comply provisions of the R-Codes relating to Outbuildings stipulate, amongst other things, that the overall collective area must not exceed $60m^2$, and that a wall height of 2.4 metres and an overall height of 4.2 metres are not to be exceeded. The proposed wall height is 3.9 metres, with an overall height of 4.7 metres and an area of $120m^2$. Given the proposal does not satisfy the deemed-to-comply provisions, the outbuilding is assessed against the associated 'Design Principle' which states:

"Outbuildings that do not detract from the streetscape or the visual amenity of residents or neighbouring properties."

The outbuilding is positioned at the rear of the lot. This provides a substantial setback from the front lot boundary and is compliant with the lot boundary setbacks under the R-Codes. This does assist in alleviating the extent of visual impact on the existing streetscape. Adjoining properties contain outbuildings at the rear of those sites and this development is therefore not out of place.

Local Planning Policy 2.1 - Residential Outbuildings

The Shire adopted LPP 2.1 in January 2013 to complement the provisions of the R-Codes relating to outbuildings to better reflect community expectations. 'Clause 3.5 – Scale of Outbuilding Development' outlines the maximum allowable standards for outbuildings throughout the Shire based on lot size and location. The table below is applicable to the subject lot

Townsite	Standard	Maximum	Provided
Coastal	Area	120m ²	120m² - compliant
(1001m ² -	Wall Height	3.6m	3.9m - non-compliant
4000m ²)	Overall Height	5.0m	4.7m - compliant

LPP 2.1 provides dimensions for the maximum allowable standards that are considered to be acceptable throughout the Shire as stated in Clause 3.5. The development seeks a (300mm/30cm) variation to the wall height which is viewed as acceptable given the context of its location (being at the rear of the property so not impacting upon the streetscape), and given that it is both compliant with lot boundary setbacks so its bulk and scale are not impacting upon the adjoining neighbours, and its 300mm/30cm under the overall height.

The reason for the variation to the wall height is to have enough clearance for a boat. The proposal was advertised to the two adjoining landowners who are in proximity of the outbuilding and no objections were received.





Summary

In summary, the application seeks a variation to 'Local Planning Policy 2.1 – Residential Outbuildings' and the R-Codes. The variation sought is considered to be in accordance with the intent of LPP 2.1. Although the maximum allowable standard for wall height has been exceeded by 300mm/30cm, the area is compliant as is the overall height. The proposal is therefore supported in this instance.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015 Schedule 2 – Deemed Provisions for Local Planning Schemes

Local Planning Scheme No. 9

POLICY IMPLICATIONS

State Planning Policy 7.3 - Residential Design Codes Volume 1

Local Planning Policy 2.1 - Residential Outbuildings

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure & Development
Objective	3. To effectively manage growth and provide for community through the delivery infrastructure in a financially responsible manner
Outcome	3.1 New and existing developments meet the Shire's Strategic Objectives and Outcomes.
Key Service Area	Building and Planning Permits
Priorities	3.1.2 Support strategies that facilitate greater investment in housing and housing diversity.

VOTING REQUIREMENTS - SIMPLE MAJORITY



COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka SECONDED: Councillor Lobb

That Council grant Development Approval for an Outbuilding proposed on Lot 170 (95) Gingin Road, Lancelin subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including any directions written in red ink by the Shire, unless otherwise conditioned in this Approval;
- 2. This approval is for an outbuilding only as indicated on the approved plans;
- 3. The finished floor level (FFL) of the outbuilding shall be set at the existing average natural ground level to the satisfaction of the Shire of Gingin;
- 4. The outbuilding is not to be used for human habitation or any other industrial or commercial use; and
- 5. Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin.

Advice Notes:

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
- Note 2: Where an approval has lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 3: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act* 2011 and *Health Act* 2016, which are to be approved by the Shire of Gingin.
- Note 4: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.
- Note 5: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property.

CARRIED UNANIMOUSLY

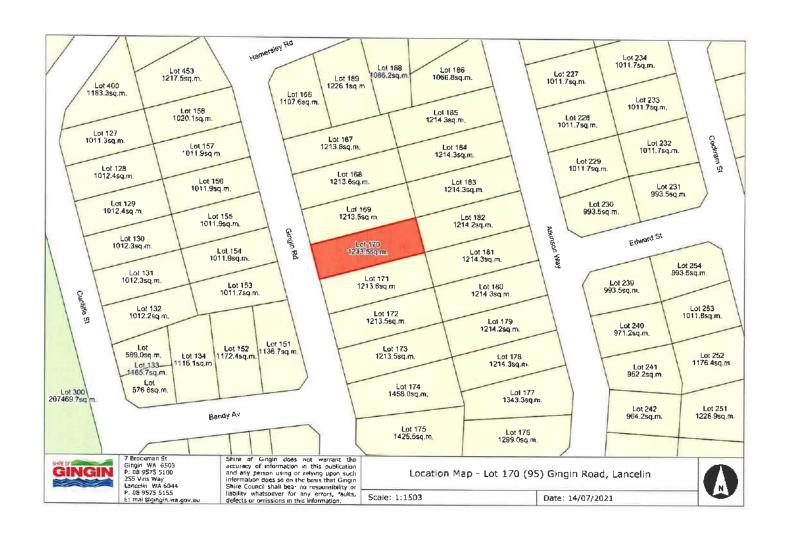
8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

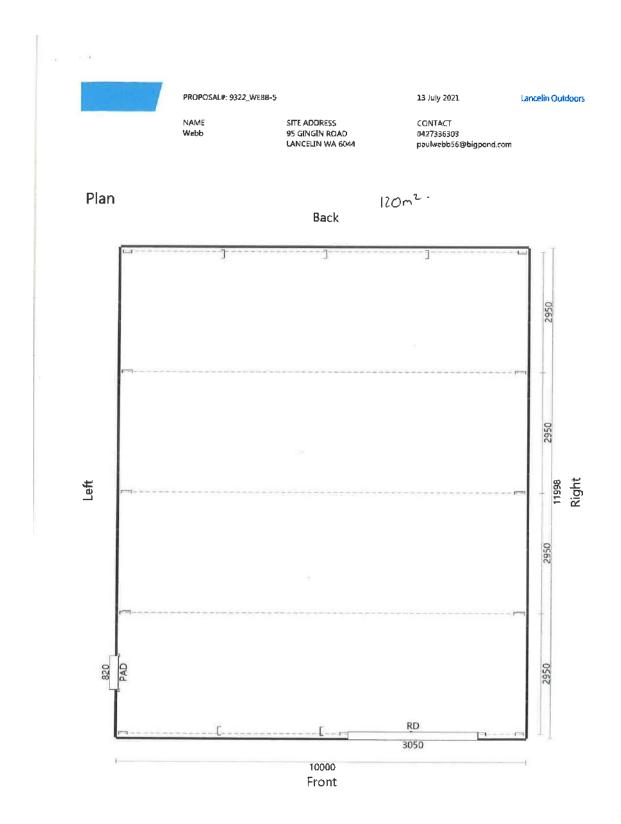
AGAINST: Ni/

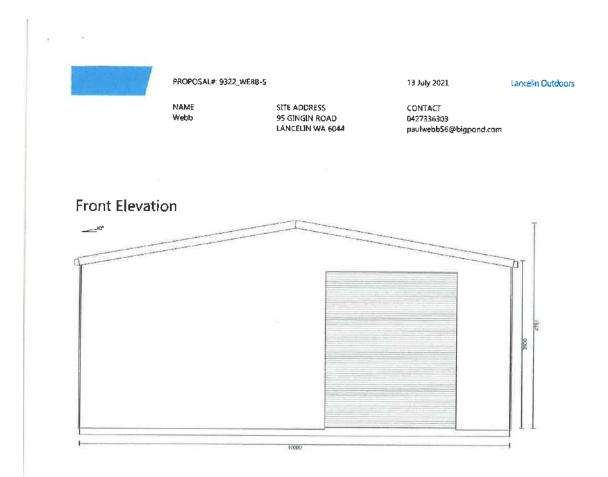


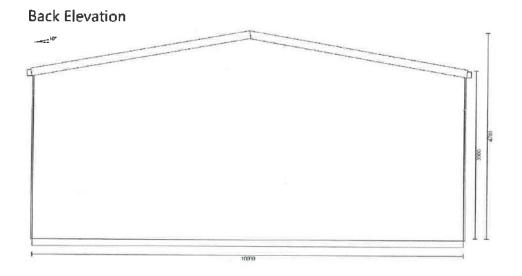


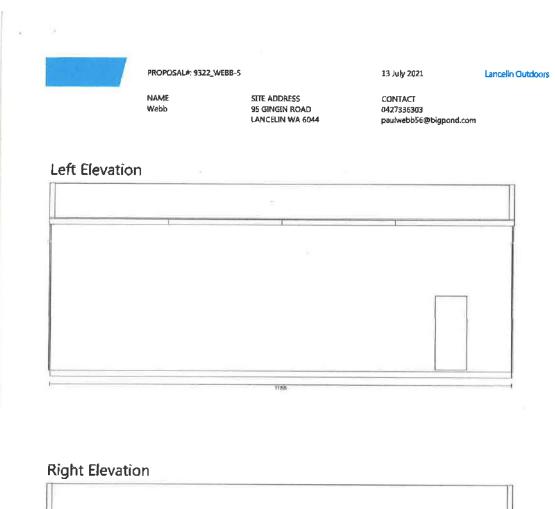




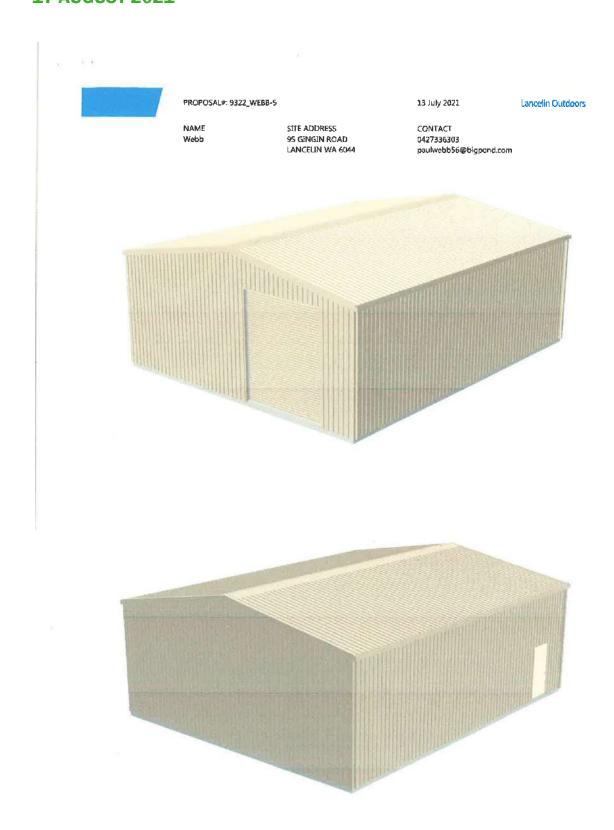








Right Elevat	Right Elevation			
		31000		





13.16 REDEVELOPMENT OF LEDGE POINT OFF-ROAD VEHICLE AREA ON RESERVE 27215

File	RES/13		
Author	Sharon Smith - Manager Ranger Services		
Reporting Officer	Bob Kelly - Executive Manager Regulatory and Development Services		
Refer	N/A		
Appendices	1. Map of Existing Ledge Point Off-road Vehicle Area [13.16.1 - 1 page]		
	2. Map of Current Boundaries for Reserves 27215 and 36447 [13.16.2 - 1 page]		

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to consider the development of a Junior Motor Cross Track at the gazetted Ledge Point Off-road Vehicle Area located on Reserve 27215 (Lot 5701 Ledge Point Road, Ledge Point.

BACKGROUND

The Shire of Gingin holds a management order over Reserve 27215 for the purpose of "Recreation" which, under the provisions of the *Control of Vehicles (Off-road Vehicle Areas) Act 1978*, was set aside for motorcycle use and gazetted as a "Permitted Area" on 19 October 1979.

In 1997, several off-road motorbike enthusiasts developed several tracks, within the Reserve, without lawful authority. Only a small portion of these unauthorised motorcycle tracks were constructed within Reserve 27215, with the majority being on Unallocated Crown Land Reserve 36447. A map of these existing tracks is attached as **Appendix 13.16.1**.

As most of the tracks were located on the incorrect reserve, in 2004 the Shire of Gingin contacted the then Department of Local Government and Regional Development and requested that the boundary of Reserve 27215 be realigned so that the existing tracks were included within its boundaries. Although this request was supported by the Department and the Control of Vehicles (Off-road Vehicle Areas) Advisory Committee, the boundary re-alignment was not completed and the unauthorised tracks at the Ledge Point Off-road Vehicle Area remain on the incorrect Reserve (36447). A map of the current Reserve boundaries is attached as **Appendix 13.16.2**





Given that the Shire-managed Reserve (27215) is the area that is gazetted as an Off-road Vehicle Area, the Department of Planning, Lands and Heritage has stated that the matter requires rectification. A new request to modify the boundaries of Reserve 27215 to include the portion of Reserve 36447 that contains the existing tracks in was made to Department.

The Department denied this request on the grounds that Reserve 36447 for "Government Requirements" is currently unmanaged and can be identified for inclusion into the Noongar Land Estate for the next 5 years. As such, the Department advised that it may not proceed with any proposal regarding the Reserve 36447 soon and the preferred outcome is for the Shire to relocate the track entire onto Reserve 27215.

To progress the Departments preferred outcome discussions have been undertaken with the Trail Riders' Association and the Control of Vehicles (Off-road Vehicle Areas) Advisory Committee have indicated that both bodies would provide the Shire with financial and technical support for this action, with the aim of developing the area as a Junior Riders' Track.

Although there are currently two (2) gazetted off-road vehicle areas and a motor cross club located within the Shire of Gingin, none are considered as suitable for junior motor cross riders. The Lancelin Off-road Vehicle Area is utilised by two, three or four-wheel motorbikes, beach buggies or four-wheel drive vehicles, and sandboarders. The sand dunes are subjected to high winds from the south-west, and occasionally from the east, which cause the shape of the dunes to change. These wind conditions create drop-offs which cannot be seen when approaching the crest of the dune. Deaths and serious accidents have occurred in this area, and it is not considered suitable for junior motor cross riders to use.

The Woodridge ATV club is situated on Indian Ocean Drive in the locality of Woodridge. The club is open to quad bike riders, two-wheelers, ATV and side-by-side riders/drivers in the form of family or single memberships. Day memberships are available to attend with current members or committee members on designated Ride Days. Whilst the club does cater for junior riders, it requires a membership even for day use only. 'Day use only riders must pay a single day or family day membership, attend with a current member/s and sign a waiver before riding. The current cost for day membership is at \$40 for a single rider and \$70 for a family.

The Ledge Point Off-road Vehicle Area caters for two, three or four-wheel motorbikes only, which supports the construction of a purpose-built track for junior riders. The design will be suitable for smaller bikes, with provision for a parent/adult viewing platform which will enhance the safety of riders and increase the appeal for those seeking family-oriented destination trail riding.

When comparing the three (3) available venues that could potentially cater for junior motor cross riders, the Ledge Point Off-road Vehicle Area appears most suitable.





COMMENT

Should Council agree to proceed with the development and construction of a Junior Motor Cross Track at the Ledge Point Off-road Vehicle Area (R27215) the following steps need to be undertaken:

- 1. Obtain quotes for the following:
 - Design and construct 50m x 90m (4,500 sqm) car and trailer parking area.
 - Design and construct 60m x 40m two-way traffic entrance track.
 - Design and construct 30m x 60m (1,800 sqm) parent/adult viewing area.
 - Design and construct a Junior Motor Cross Track 2,000m long and 8m wide.
 - Design and install appropriate signage (as per previous LGIS recommendations).
- 2. Seek funding for the project from the Control of Vehicles (Off-road Vehicle Areas) Advisory Committee.
- 3. Investigate the possibility of outsourcing the management of the Ledge Point Offroad Vehicle Area; and
- 4. Request that the Department of Planning, Lands and Heritage undertake the rehabilitation of the existing unauthorised track (R36447).

Approximate costings for the project are outlined below.

Project Expenditure	Cost
Signage	\$4,305
Signage Installation	\$3,556
Design MX Track, viewing area, car park and entrance track	\$5,000
Mulch vegetation	\$11,198
Plant hire (loader, watercart, roller)	\$10,000
Limestone (includes cartage)	\$20,000
Totals	\$54,059

STATUTORY/LOCAL LAW IMPLICATIONS

Control of Vehicles (Off-road Areas) Act 1978

POLICY IMPLICATIONS

Nil





BUDGET IMPLICATIONS

It is difficult to estimate budget implications as these are dependent on the recommended action by Council and possible subsequent funding from the Control of Vehicles (Off-road Areas) Advisory Committee. However, \$7,000 has been allocated in the 2021/22 for the immediate implementation of signage upgrades.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.
Outcome	3.2 Community Infrastructure The Shire provides fit for purpose community infrastructure in a financially responsible manner.
Key Service Area	Community Infrastructure
Priorities	3.2.1 Develop and plan community infrastructure to improve use and financial sustainability

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL MOTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Balcombe

That Council agree to progress the development of a Junior Motor Cross Track at the Ledge Point Off-road Vehicle Area on Reserve 27215 (Lot 5701 Ledge Point Road, Ledge Point), subject to funding from the Control of Vehicles (Off-road Vehicle Areas) Advisory Committee.





AMENDMENT MOTION

MOVED: Councillor Morton SECONDED: Councillor Lobb

That the recommendation be amended by:

- 1. Deleting the words "funding from" and inserting "the project being fully funded by".
- 2. At the end of the recommendation adding the words "and recognising that \$7000 has been allocated in Council's 2021/22 budget for signage and that the remaining funds will be sought from the Control of Vehicles (Off-road Areas) Committee".

CARRIED UNANIMOUSLY 8 / 0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: Ni/

The amendment was incorporated into the Substantive Motion, which was then put.

COUNCIL RESOLUTION

MOVED: Councillor Vis SECONDED: Councillor Balcombe

That Council agree to progress the development of a Junior Motor Cross Track at the Ledge Point Off-road Vehicle Area on Reserve 27215 (Lot 5701 Ledge Point Road, Ledge Point), subject to the project being fully funded by the Control of Vehicles (Off-road Vehicle Areas) Advisory Committee and recognising that \$7000 has been allocated in Council's 2021/22 budget for signage and that the remaining funds will be sought from the Control of Vehicles (Off-road Areas) Committee.

CARRIED UNANIMOUSLY

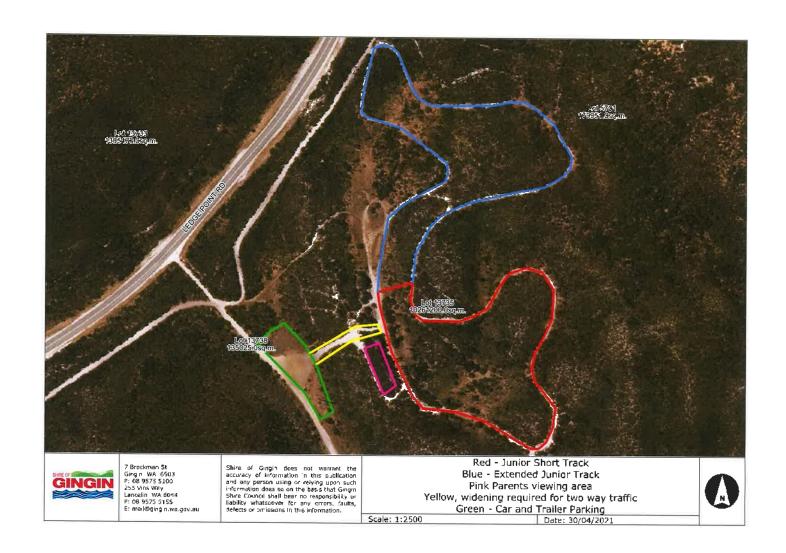
8/0

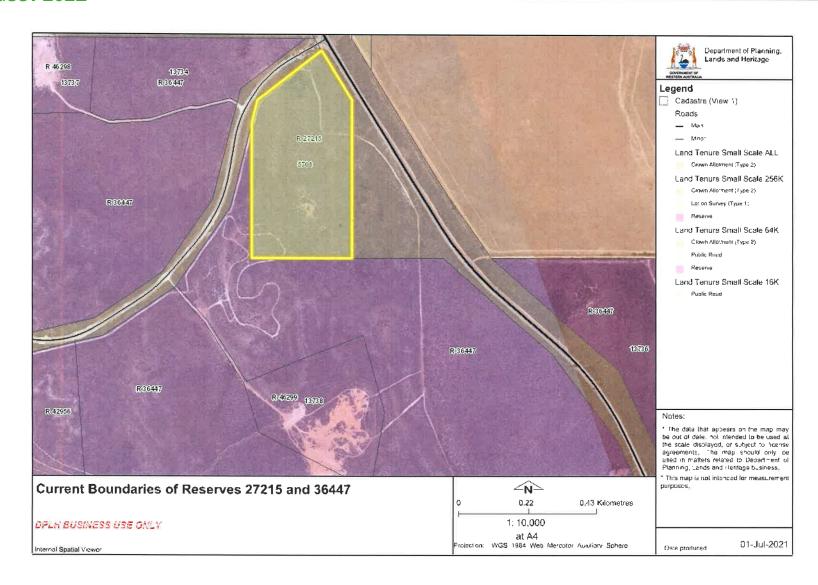
FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: N//

AGAINSI. /V//







14 REPORTS - OPERATIONS AND ASSETS

Nil

15 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

16 COUNCILLORS' OFFICIAL REPORTS

16.1 REDFIELD PARK COMMUNITY ASSOCIATION ANNUAL GENERAL MEETING - 8 AUGUST 2021

File:	GOV/6
Councillor:	Frank Johnson
Report Date:	17 August 2021

I attended the Annual General Meeting of the Redfield Park Community Association on 8 August 2021. A new Committee has been elected with Julie Polette as President. Several reports were presented to the meeting relating to the First Aid Post, Moore Clothing and the Community Association itself. One outcome was that the Shire will contribute \$600 towards a replacement defibrillator for the First Aid Post, and this has been progressed through the Shire's CEO and Executive Manager Corporate and Community Services.

16.2 LOWER COASTAL NEIGHBOURHOOD WATCH MEETING - 11 AUGUST 2021

File:	GOV/20-1
Councillor:	Frank Johnson
Report Date:	17 August 2021

I attended a meeting of the Lower Coastal Neighbourhood Watch at Seabird on 11 August 2021 This was a well-attended meeting. Several ongoing issues were raised such as Indian Ocean Drive, CCTV etc, with discussion centring around how to progress these matters. Thanks were expressed to the Shire for its assistance in housing extra Police during holiday periods. At the invitation of Sgt Patterson (Lancelin Police), the Shire's new Ranger also attended the meeting to introduce herself to the community.





16.3 OCEAN FARM COMMUNITY AND RECREATION ASSOCIATION AND OCEAN FARM VOLUNTEER BUSH FIRE BRIGADE MEETINGS

File:	G0V/20-1
Councillor:	Andrea Vis
Report Date:	17 August 2021

I attended a meeting of the Ocean Farm Community and Recreation Association (OFCRA) on 7 August 2021 and a meeting of the Ocean Farm Volunteer Bush Fire Brigade on 16 August 2021. The Brigade is intending to take over the former fire shed to provide a community storage space, and OFCRA is currently looking to relocate the Post Office into this facility.

16.4 GINGIN TOWN SESQUICENTENARY CELEBRATIONS

File:	GOV/20-1
Councillor:	Kim Rule
Report Date:	17 August 2021

I attended a meeting of the Gingin Sesquicentenary project group on 9 August 2021.

16.5 GINGIN TOWN SESQUICENTENARY CELEBRATIONS

File:	GOV/20-1
Councillor:	Linda Balcombe
Report Date:	17 August 2021

I also attended the Gingin Sesquicentenary project group meeting on 9 August 2021. A huge amount of work is being put into organising this event. All the group members and the Shire staff involved are doing an amazing job.





17 NEW BUSINESS OF AN URGENT NATURE

Nil

18 MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Balcombe

That Council move into a Confidential Session to discuss Item 18.1

CARRIED UNANIMOUSLY 8 / 0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: //i/

The meeting was closed to the public at 5.01pm and all members of the public present in the Gallery left Council Chambers.

18.1 GINGIN MEDICAL CENTRE SUBSIDY REQUEST

File	HLT/12
Reporting Officer	Aaron Cook - Chief Executive Officer
Refer	20 October 2020, Item 15.1
Appendices	Nil

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(2) of the *Local Government Act* 1995 which permits the meeting to be closed to the public for business relating to the following:

- c. a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.
- e. a matter that, if disclosed, would reveal
 - iii. information about the business, professional, commercial or financial affairs of a person.





COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Balcombe SECONDED: Councillor Rule

That Council authorise the Chief Executive Officer to undertake a variation to the lease agreement for the Gingin Medical Centre to reflect the following:

- 1. For the period 1 July 2021 to 30 December 2021, the Shire of Gingin will pay to Dr Aladapo Alegbe a subsidy of \$120,000 pro rata per annum, payable monthly at \$10,000 per month; and
- 2. For the period 1 January 2022 to 30 June 2022 the Shire of Gingin will pay to Dr Aladapo Alegbe a subsidy of \$100,000 pro rata per annum, payable monthly at \$8,333 per month.

CARRIED UNANIMOUSLY 8 / 0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: Ni/

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule SECONDED: Councillor Johnson

That the meeting be re-opened to the public.

CARRIED UNANIMOUSLY

8/0

FOR: Councillor Fewster, Councillor Rule, Councillor Balcombe, Councillor Johnson,

Councillor Lobb, Councillor Morton, Councillor Peczka and Councillor Vis

AGAINST: ///

The meeting re-opened to the public at 5:10pm. No members of the public returned to the Gallery.



19 CLOSURE

The Shire President extended his thanks to the Executive Manager Corporate and Community Services, the Finance team and all the staff of the Shire of Gingin for their hard work in finalising the 2021/22 Budget for adoption. Thanks were also extended to Planning staff for the quality of reports presented to this meeting, given the unusually large number of items requiring consideration by Council.

There being no further business, the Shire President declared the meeting closed at 05:12pm.

The next Ordinary Council Meeting will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on 21 September 2021, commencing at 3:00pm.