



MINUTES

ORDINARY MEETING

OF COUNCIL

19 JANUARY 2021

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FOR
ORDINARY MEETING OF
COUNCIL
HELD ON 19 JANUARY 2021**

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SHIRE OF GINGIN

MINUTES OF THE ORDINARY MEETING OF THE SHIRE OF GINGIN HELD IN THE COUNCIL CHAMBER ON TUESDAY, 19 JANUARY 2021 AT 3:00 PM

DISCLAIMER

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

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

ORDER OF BUSINESS

1. DECLARATION OF OPENING

The Shire 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.

The Shire President declared the meeting open at 3:00 pm and welcomed those in attendance.

2. RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

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

Staff – A Cook (Chief Executive Officer), L Crichton (Executive Manager Corporate and Community Services), A Butcher (Executive Manager Operations), R Kelly (Executive Manager Regulatory and Development Services), K Bacon (Manager Statutory Planning), L Burt (Governance Officer) and G Koorasingh (Governance Support Officer/Minute Officer)

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

2.2 APOLOGIES

Nil

2.3 LEAVE OF ABSENCE

Nil

3. DISCLOSURES OF INTEREST

Nil

4. PUBLIC QUESTION TIME

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTIONS

Nil

5. PETITIONS, DEPUTATIONS AND PRESENTATIONS

5.1 PETITIONS

Nil

5.2 DEPUTATIONS

Nil

5.3 PRESENTATIONS

Nil

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. CONFIRMATION OF MINUTES

OFFICER RECOMMENDATION

MOVED: Councillor Morton

SECONDED: Councillor Court

That the Minutes of the Ordinary Council meeting held on 15 December 2020 and Special Council meeting held on 22 December 2020 be confirmed as a true and accurate record.

CARRIED UNANIMOUSLY

8. ANNOUNCEMENTS BY THE PRESIDING MEMBER

The Shire President extended thanks, both personally and on behalf of Council to the Executive Manager Corporate and Community Services (as Acting Chief Executive Officer), to all other staff and volunteers for their time and effort in dealing with the multiple fire incidents throughout the Shire over the last three weeks.

9. UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

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

Nil

11. REPORTS**11.1. OFFICE OF THE CEO****11.1.1 2021 LOCAL GOVERNMENT ELECTIONS FOR THE SHIRE OF GINGIN**

File:	GOV/39
Author:	Lee-Anne Burt – Governance Officer
Reporting Officer:	Aaron Cook – Chief Executive Officer
Report Date:	19 January 2021
Refer:	Nil
Appendices:	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider conducting the 2021 local government elections as a postal election and to appoint the Electoral Commissioner as the person responsible for conducting the election.

BACKGROUND

The Shire of Gingin has conducted each local government election since 2001 as a postal election.

It is generally accepted that the rate of participation in postal elections is greater than that achieved for in-person elections, as the postal process is perceived by electors to be more convenient. In addition, because postal elections must be conducted by the Western Australian Electoral Commission (WAEC), the officers of the local government can remain at arm's length from the electoral process which provides additional assurance of absolute impartiality and integrity in the result.

In 2019 the WAEC conducted postal elections for 86 out of a total of 138 local government districts in Western Australia.

The Election Report provided by the WAEC following the last election showed that, in 2019, the Shire of Gingin had a participation rate of 40.7%, which compares very favourably to the 2019 State average of 29.1%. Although the 2019 participation rate was down from 44.1% in 2017, this reflected a general drop in voter turn-out across the State with the State average also falling from an average in 2017 of 34.5%.

Comparative rates of participation between the Shire of Gingin and the State average over the past five elections are as follows:

Year	Shire of Gingin	State Average
2011	51.53%	30.96%
2013	36.59%	27.76%
2015	39.42%	27.5%
2017	44.1%	34.5%
2019	40.7%	29.1%

Section 4.61(2) of the *Local Government Act 1995* empowers a local government to conduct an election as a postal election. Postal elections must be conducted by the Western Australian Electoral Commissioner.

The *Local Government Act 1995* (section 4.20(5)) specifies that Council must make a decision with respect to appointing the Electoral Commissioner as the person responsible for conducting the election no later than 80 days prior to election day. The 2021 local government elections will be conducted on 16 October 2021.

COMMENT

Correspondence has been received from the Electoral Commissioner advising that the estimated cost of conducting the 2021 Shire of Gingin local government elections as a postal ballot is \$29,000 (GST inclusive). This figure, which is \$2,000 more than the figure quoted to conduct the 2019 elections, is based on the following assumed parameters:

- 4,350 electors;
- Response rate of approximately 45%;
- Four vacancies;
- Count to be conducted at the Shire of Gingin Administration Centre;
- Appointment of a local Returning Officer; and
- Regular Australia Post delivery service to apply for the lodgement of election packages.

Approximately 30% of the total estimate relates to postage costs. The remainder covers recruitment, appointment and training of the Returning Officer, hours worked by the Returning Officer over the course of the election process, statutory advertising required under the *Local Government Act 1995*, receipt and checking of returned postal voting packages, delivery of ballot papers to the Shire on Election Day for counting and a visual presence for the Shire of Gingin on the WAEC website.

The WAEC's estimate does not include costs related to:

- Non-statutory advertising (ie, any additional advertising in community newspapers and promotional advertising);
- Any legal expenses other than those that are determined to be borne by the WAEC in a Court of Disputed Returns;
- Shire employees working on Election Day;
- Any additional postage rate increases by Australia Post; or
- Any unanticipated costs arising from public health requirements for the COVID-19 pandemic.

Council may opt for the Australia Post Priority Service for the lodgement of election packages, which will incur an additional cost of \$870. Staff are not aware of any particular issues arising for the Shire of Gingin from the use of the regular delivery service for previous elections, and the WAEC has previously advised that it does not consider the Priority Service of any significant benefit to local governments either within or on the fringes of the Perth Metropolitan Area.

Section 4.20(4) of the *Local Government Act 1995* requires that a local government must obtain the agreement of the Electoral Commission before resolving to declare the Commission responsible for the conduct of an election. In order to satisfy this legislative requirement, the Commissioner has also confirmed that the letter of quotation is to be taken as his agreement to be responsible for the conduct of the ordinary elections in 2021 for the Shire of Gingin.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 4 – Elections and other polls

Division 7 – Provisions about electoral officers and the conduct of elections

Section 4.20 – CEO to be returning officer unless other arrangements made

Division 9 – Electoral process

Section 4.61 – Choice of methods of conducting election

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Provision will need to be made in the 2021/22 Budget for conducting the 2021 local government elections, irrespective of whether the process is postal (through the WAEC), or in-person. In the event that Council is supportive of the Officer's recommendation, then an amount of \$29,000 will be included in the 2021/22 Budget for adoption by Council.

Additional costs such as wages for Shire staff working on Election Day and any incidental advertising will be met from the usual budget allocations.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

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

VOTING REQUIREMENTS – ABSOLUTE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule

SECONDED: Councillor Vis

That Council:

- 1. Declare, in accordance with section 4.20(4) of the *Local Government Act 1995*, the Electoral Commissioner to be responsible for the conduct of the 2021 ordinary local government election for the Shire of Gingin, together with any other elections or polls which may be required; and**
- 2. Resolve, in accordance with section 4.61(2) of the *Local Government Act 1995*, that the 2021 ordinary local government election for the Shire of Gingin will be conducted as a postal election.**

CARRIED BY ABSOLUTE MAJORITY

9-0

11.2. CORPORATE AND COMMUNITY SERVICES**11.2.1 MONTHLY FINANCIAL STATEMENT FOR THE PERIOD ENDING 31 DECEMBER 2020**

File:	FIN/25
Author:	Ziggy Edwards – Manager Corporate and Community Services
Reporting Officer:	Les Crichton – Executive Manager Corporate and Community Services
Report Date:	19 January 2021
Refer:	Nil
Appendices:	1. Statement of Financial Activity for the period ending 31 December 2020 2. Term Investments

DISCLOSURES OF INTEREST

Nil

PURPOSE

To present for Council endorsement the Monthly Statement of Financial Activity for the period ending 31 December 2020.

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 December 2020 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.

The later adoption of Council's 2020/21 Budget (28 July) restricted the start of the major capital works and non-standard operating programs which has contributed to the (\$2,985,461) variance comprising:

Under budget

Operating Fund Surplus/Deficit (\$405,770)

Operating Expenditure \$802,707

Investing Activities – Expenditure \$1,489,998

Financing Activities – Revenue (\$2,492,464)

Financing Activities – Expenditure \$22,705

Investing Activities – Revenue (\$2,568,667)

Over budget

Operating Revenue - \$166,031

A detailed explanation of the cause of the variations within each area is contained within **Appendix 1**.

Investments

As required by Council Policy 3.2 Investments, details of Council's investments are provided within **Appendix 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 – Financials 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	<i>Governance</i>
Objective	<i>5. To demonstrate effective leadership, governance and advocacy on behalf of the community</i>
Outcome	<i>5.1 Values Our Organisational & Business values are demonstrated in all that we do</i>
Key Service Areas	<i>Financial Management</i>
Priorities	<i>N/A</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Lobb

SECONDED: Councillor Morton

That Council endorse the Statement of Financial Activity for the period ending 31 December 2020.

CARRIED UNANIMOUSLY

APPENDIX 1



MONTHLY FINANCIAL REPORT

(Containing the Statement of Financial Activity)

FOR THE PERIOD OF 1 JULY 2020 TO 31 DECEMBER 2020

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATION 1996

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Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

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: 14/01/2020



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Statement of Financial Activity by Program

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
OPENING FUNDING SURPLUS (DEFICIT)	2,018,290	2,018,290	1,612,520	(405,770)	(20.10%)	Lower than expected carried forward after 19/20 audit.
REVENUE FROM OPERATING ACTIVITIES						
GENERAL PURPOSE FUNDING	1,134,514	558,742	536,685	(22,057)	(3.95%)	Timing of interest on investments.
GENERAL PURPOSE FUNDING - RATES	8,366,400	8,366,400	8,396,435	30,035	0.36%	Interim rates charged on Country Heights Estate Stage 1 properties;
GOVERNANCE	2,000	996	0	(996)	(100.00%)	
LAW ORDER PUBLIC SAFETY	708,280	361,100	332,710	(28,390)	(7.86%)	Income recognition in line with AASB15 Revenue from Contracts with Customers; BRPC, MAF and DFES unspent grants. Timing of Fire break related fines and penalties; timing of parking fines income.
EDUCATION & WELFARE	108,787	54,372	60,057	5,685	10.46%	Timing of income raised from aged units.
HEALTH	723,500	381,742	283,556	(98,186)	(25.72%)	Medical Centre income restrained by single doctor service.
HOUSING	12,000	6,000	8,070	2,070	34.50%	Timing of rental payments for staff housing.
COMMUNITY AMENITIES	1,916,080	1,007,980	994,130	(13,850)	(1.37%)	
RECREATION & CULTURE	257,668	142,395	113,600	(28,795)	(20.22%)	Timing of grants and contributions: Ablution Facility LORVA and Bendigo Bank contributions for suite of events.
TRANSPORT	207,514	103,746	238,699	134,953	130.08%	Wheatbelt Region Main Roads WA Direct Grant Claim for 2020/21 (Regional Road Group) received in August 2020. Profit on sale of vehicles changed over in December 2020 not included in original budget.
ECONOMIC SERVICES	1,428,651	686,486	820,808	134,322	19.57%	Agri Precinct Site Identification project funding balance recognised 20/21; timing of Guilderton Caravan Park income; higher than expected building licenses and fees income;
OTHER PROPERTY & SERVICES	274,665	137,316	251,247	113,931	82.97%	Timing of insurance reimbursement for vehicle 5GG and lighting tower; higher than expected vehicle licensing commission YTD; higher than expected diesel fuel rebate; higher than expected information fee income;
TOTAL REVENUE	15,140,059	11,807,275	12,035,997	228,722	1.94%	

Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
EXPENDITURE FROM OPERATING ACTIVITIES						
GENERAL PURPOSE FUNDING	(474,767)	(237,348)	(217,163)	20,185	(8.50%)	Timing of GRV Revaluation; timing of legal costs for debt collection; timing of rates incentive prize night expenditure.
GOVERNANCE	(1,160,411)	(580,068)	(583,394)	(3,326)	0.57%	
LAW ORDER PUBLIC SAFETY	(1,794,849)	(900,576)	(828,589)	71,987	(7.99%)	Depreciation; Timing of fire season related expenditure; timing of maintenance to ranger vehicles.
EDUCATION & WELFARE	(228,486)	(114,106)	(112,875)	1,231	(1.08%)	
HEALTH	(1,001,925)	(489,963)	(560,721)	(70,758)	14.44%	Medical Centre management costs and wages;
HOUSING	(41,645)	(20,730)	(17,170)	3,560	(17.17%)	Timing of works and maintenance of staff housing.
COMMUNITY AMENITIES	(3,177,843)	(1,588,701)	(1,221,124)	367,577	(23.14%)	Timing of completion of waste management plan; timing of Coastal Hazard Risk Management plan; timing of Coastal Groyne Analysis; timing of coastal monitoring activities including seawall assessment and maintenance; timing of CMPAP – Lancelin Planning Forward; timing of Town Planning Scheme Review; timing of Ellen Brockman Integrated Catchment Environmental allocation;
RECREATION & CULTURE	(3,839,596)	(1,919,412)	(1,701,220)	218,192	(11.37%)	Timing of parks and gardens maintenance; timing of LORVA boundary fence relocation; timing of playground repairs/maintenance and development of a Playground Strategic Plan; timing of Shire suite of events;
TRANSPORT	(4,060,147)	(2,029,884)	(943,126)	1,086,758	(53.54%)	Timing of road and bridge maintenance; year-end depreciation process for roads and bridges.
ECONOMIC SERVICES	(1,272,492)	(637,988)	(541,531)	96,457	(15.12%)	Timing of Guilderton Caravan Park maintenance and management contract billing; timing of community capacity building training and other community engagement expenditure; Timing of noxious weed spraying; timing of pool compliance inspections; timing of transfer of wages to waste; timing of expenses associated with commercial leases.
OTHER PROPERTY & SERVICES	(729,643)	(506,697)	(556,276)	(49,579)	9.78%	Timing of computer support and maintenance; timing of office building maintenance; higher than expected plant repair wages and overheads.
TOTAL EXPENSES	(17,781,804)	(9,025,473)	(7,283,188)	1,742,285	(19.30%)	
OPERATING ACTIVITIES EXCLUDED FROM BUDGET						
ADJUST (PROFIT)/LOSS ON ASSET DISPOSALS	0	0	(62,691)	(62,691)		Original budget did not include provision for profit / loss on sale of assets.
ADD BACK DEPRECIATION	4,922,878	2,461,344	1,521,766	(939,578)	(38.17%)	Variation due to year-end depreciation process for roads and bridges

Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
AMOUNT ATTRIBUTABLE TO OPERATING ACTIVITIES	2,281,132	5,243,146	6,211,884	968,738	18.48%	
INVESTING ACTIVITIES						
NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS	12,774,739	5,562,324	2,895,891	(2,666,433)	(47.94%)	Timing of grants and contributions transferred from contract liability in line with performance obligations – as per AASB15 Revenue from contracts with customers
PURCHASE OF LAND & BUILDINGS	(3,543,085)	(1,661,466)	(227,213)	1,434,253	(86.32%)	Timing of capital purchases
PURCHASE INFRASTRUCTURE ASSETS - ROADS	(9,643,214)	(4,802,472)	(6,048,764)	(1,246,292)	25.95%	Timing of works on Orange Springs Road and Wheatbelt Secondary Freight Network projects.
PURCHASE INFRASTRUCTURE ASSETS - PARKS	(2,196,390)	(1,098,168)	(63,503)	1,034,665	(94.22%)	Timing of capital purchases
PURCHASE OTHER INFRASTRUCTURE	(10,000)	(4,998)	0	4,998	(100.00%)	Timing of capital purchases
PURCHASE FOOTPATHS	(105,063)	(52,530)	0	52,530	(100.00%)	Timing of capital purchases
PURCHASE INFRASTRUCTURE SEWERAGE	(100,000)	(49,998)	0	49,998	(100.00%)	Timing – loan not established yet
PURCHASE PLANT AND EQUIPMENT	(2,997,748)	(648,072)	(538,920)	109,152	(16.84%)	Timing of capital purchases
PURCHASE FURNITURE AND EQUIPMENT	(101,400)	(50,694)	0	50,694	(100.00%)	Timing of capital purchases
PROCEEDS FROM DISPOSAL OF ASSETS	253,545	126,762	224,528	97,766	77.13%	Timing of sale of plant
AMOUNT ATTRIBUTABLE TO INVESTING ACTIVITIES	(5,668,616)	(2,679,312)	(3,757,981)	(1,078,669)	40.26%	
FINANCING ACTIVITIES						
PROCEEDS FROM NEW DEBENTURES	527,000	263,496	0	(263,496)	(100.00%)	Loans not yet established – Gingin Outdoor Activity Space (GOAS), Guilderton Waste Water, Cuncliffe Street Redevelopment
TRANSFERS TO RESERVES (RESTRICTED ASSETS)	(47,013)	(23,466)	0	23,466	(100.00%)	End of year process.
TRANSFERS FROM RESERVES (RESTRICTED ASSETS)	564,701	282,330	0	(282,330)	(100.00%)	End of year process.
REPAYMENT OF DEBENTURES	(222,197)	(109,710)	(109,708)	2	(0.00%)	
SELF-SUPPORTING LOAN PRICIPAL INCOME	13,505	6,660	6,493	(167)	(2.51%)	



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
PAYMENT OF PRINCIPAL PORTION OF LEASE LIABILITIES	(7,580)	(3,792)	(4,556)	(764)	20.14%	
RESTRICTED CASH	540,777	276,810	(1,669,661)	(1,946,471)	(703.18%)	Restricted cash moved to Reserve Fund.
AMOUNT ATTRIBUTABLE TO FINANCING ACTIVITIES	1,369,193	692,328	(1,777,432)	(2,469,760)	(356.73%)	
CLOSING FUNDING SURPLUS(DEFICIT)	0	5,274,452	2,288,991	(2,985,461)	(56.60%)	



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Statement of Financial Activity by Nature & Type

	Current Budget	Current YTD Budget	YTD Actuals	Var \$	Var %
OPENING FUNDING SURPLUS (DEFICIT)	2,018,290	2,018,290	1,612,520	(405,770)	(20.10%)
REVENUE FROM OPERATING ACTIVITIES					
RATES	8,366,400	8,357,890	8,396,435	38,545	0.46%
GRANTS & SUBSIDIES (OPERATING)	2,137,233	1,077,155	1,076,329	(826)	(0%)
FEES & CHARGES	4,191,433	2,099,760	2,146,639	46,879	2.23%
INTEREST EARNINGS	201,000	100,488	81,428	(19,060)	(18.97%)
OTHER REVENUE	243,993	171,988	261,569	89,581	52.09%
PROFIT ON SALE OF ASSETS	0	0	73,597	73,597	
TOTAL REVENUE	15,140,059	11,807,275	12,035,997	228,722	1.94%
EXPENDITURE FROM OPERATING ACTIVITIES					
EMPLOYEE COSTS	(6,178,914)	(3,088,854)	(2,927,402)	161,452	(5.23%)
MATERIALS & CONTRACTS	(5,250,157)	(2,607,115)	(1,935,860)	671,255	(25.75%)
UTILITIES (GAS WATER ETC)	(430,048)	(214,890)	(205,417)	9,473	(4.41%)
INSURANCES	(467,076)	(383,970)	(447,073)	(63,103)	16.43%
DEPRECIATION OF ASSETS	(4,922,878)	(2,461,344)	(1,521,766)	939,578	(38.17%)
INTEREST EXPENSES	(110,075)	(56,423)	(31,749)	24,674	(43.73%)
OTHER EXPENDITURE	(422,656)	(212,877)	(203,015)	9,862	(4.63%)
LOSS ON SALE OF ASSETS	0	0	(10,906)	(10,906)	
TOTAL EXPENSES	(17,781,804)	(9,025,473)	(7,283,188)	1,742,285	(19.30%)
OPERATING ACTIVITIES EXCLUDED FROM BUDGET					
ADJUST BACK DEPRECIATION	4,922,878	2,461,344	1,521,766	(939,578)	(38.17%)
ADJUST (PROFIT)/LOSS ON ASSET DISPOSALS	0	0	(62,691)	(62,691)	
AMOUNT ATTRIBUTABLE TO OPERATING ACTIVITIES	2,281,132	5,243,146	6,211,884	968,738	18.48%
INVESTING ACTIVITIES					
NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS	12,774,739	5,562,324	2,895,891	(2,666,433)	(47.94%)
PROCEEDS FROM DISPOSAL OF ASSETS	253,545	126,762	224,528	97,766	77.13%
PURCHASE LAND AND BUILDINGS	(3,543,085)	(1,661,466)	(227,213)	1,434,253	(86.32%)
PURCHASE INFRASTRUCTURE ASSETS - ROADS	(9,643,214)	(4,802,472)	(6,048,764)	(1,246,292)	25.95%
PURCHASE INFRASTRUCTURE ASSETS - PARKS	(2,196,390)	(1,098,168)	(63,503)	1,034,665	(94.22%)



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Statement of Financial Activity by Nature & Type

	Current Budget	Current YTD Budget	YTD Actuals	Var \$	Var %
PURCHASE PLANT AND EQUIPMENT	(2,997,748)	(648,072)	(538,920)	109,152	(16.84%)
PURCHASE FURNITURE AND EQUIPMENT	(101,400)	(50,694)	0	50,694	(100.00%)
PURCHASE FOOTPATHS	(105,063)	(52,530)	0	52,530	(100.00%)
PURCHASE OTHER INFRASTRUCTURE	(10,000)	(4,998)	0	4,998	(100.00%)
PURCHASE INFRASTRUCTURE SEWERAGE	(100,000)	(49,998)	0	49,998	(100.00%)
AMOUNT ATTRIBUTABLE TO INVESTING ACTIVITIES	(5,668,616)	(2,679,312)	(3,757,981)	(1,078,669)	40.26%
FINANCING ACTIVITIES					
PROCEEDS FROM NEW DEBENTURES	527,000	263,496	0	(263,496)	(100.00%)
TRANSFERS TO RESERVES (RESTRICTED ASSETS)	(47,013)	(23,466)	0	23,466	(100.00%)
TRANSFERS FROM RESERVES (RESTRICTED ASSETS)	564,701	282,330	0	(282,330)	(100.00%)
REPAYMENT OF DEBENTURES	(222,197)	(109,710)	(109,708)	2	(0.00%)
SELF-SUPPORTING LOAN PRICIPAL INCOME	13,505	6,660	6,493	(167)	(2.51%)
PAYMENT OF PRINCIPAL PORTION OF LEASE LIABILITIES	(7,580)	(3,792)	(4,556)	(764)	20.14%
RESTRICTED CASH	540,777	276,810	(1,669,661)	(1,946,471)	(703.18%)
AMOUNT ATTRIBUTABLE TO FINANCING ACTIVITIES	1,369,193	692,328	(1,777,432)	(2,469,760)	(356.73%)
CLOSING FUNDING SURPLUS(DEFICIT)	0	5,274,452	2,288,991	(2,985,461)	(56.60%)

Shire of Gingin Financial Statement of Activity
1 July 2020 to 31 December 2020

Acquisition of Assets & Other Non-Capital Expenditure

By Program

	Capital Expenditure Actual 20/21	Capital Expenditure Annual Budget 20/21
GENERAL PURPOSE FUNDING	0	43,613
LAW ORDER PUBLIC SAFETY	85,222	4,051,500
EDUCATION & WELFARE	0	32,000
HEALTH	33,671	79,686
COMMUNITY AMENITIES	66,934	125,631
RECREATION & CULTURE	110,795	2,988,194
TRANSPORT	6,540,350	10,939,960
ECONOMIC SERVICES	20,113	231,204
OTHER PROPERTY & SERVICES	155,388	430,337
TOTAL	7,012,474	18,922,125

By Nature & Type

	Capital Expenditure Actual 20/21	Capital Expenditure Annual Budget 20/21
ACCRUED LONG SERVICE LEAVE	19,810	0
LOAN LIABILITY - SHIRE	109,708	222,197
RIGHT OF USE ASSETS - LEASE LIABILITY	4,556	7,580
FIXED ASSETS-LAND	0	15,000
FIXED ASSETS-BUILDINGS	227,213	3,528,085
FIXED ASSETS-FURNITURE\FITTING	0	101,400
FIXED ASSETS-PLANT & EQUIPMENT	538,920	2,946,183
INFRASTRUCTURE ASSETS - ROADS	6,048,764	9,643,214
INFRASTRUCTURE ASSETS - PARKS	63,503	2,196,390
INFRASTRUCTURE OTHER	0	10,000
INFRASTRUCTURE - FOOTPATHS	0	105,063
INFRASTRUCTURE - SEWERAGE	0	100,000
ACCUMULATED SURPLUS	0	47,013
TOTAL	7,012,474	18,922,125



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Disposal of Assets

Disposal of Assets	Annual Budget	Actuals
10 COMMUNITY AMENITIES		
SALE OF ASSETS		
10618115 Sale Of Assets - GG046	15,000	20,455
Total 140 SALE OF ASSETS	15,000	20,455
LOSS ON SALE OF ASSETS		
10607400 Loss On Sale Of Assets-106	0	(2543)
Total LOSS ON SALE OF ASSETS	0	(2,543)
Total COMMUNITY AMENITIES	15,000	17,912
12 TRANSPORT		
SALE OF ASSETS		
12318205 Sale of assets VMB Trailer GG6015	1,000	0
12318902 Sale of Utility GG009	14,545	0
12318921 Sale Works Utility GG020	15,000	16,636
12318924 Sale of John Deere Grader GG004	115,000	115,000
12318928 Sale of Mercedes Tip Truck GG028	20,000	0
12318930 Sale Of Front End Loader (Case) GG006	30,000	0
12318956 Sale of 1995 Nissan Tip Truck GG086	28,000	0
12318965 Sale of Isuzu D-Max Utility GG068	15,000	21,636
Total SALE OF ASSETS	238,545	153,272
PROFIT ON SALE OF ASSETS		
12317500 Profit On Sale Of Assets-123	0	73,597
Total PROFIT ON SALE OF ASSETS	0	73,597
LOSS ON SALE OF ASSETS		
12307400 Loss On Sale Of Assets-123	0	(8,363)
Total LOSS ON SALE OF ASSETS	0	(8,363)
Total TRANSPORT	238,545	218,506
14 OTHER PROPERTY & SERVICES		
SALE OF ASSETS		
14717136 Insurance Reimbursements-147	0	50,801
Total SALE OF ASSETS	0	50,801
Total OTHER PROPERTY & SERVICES	0	50,801
TOTAL	253,545	287,219
TOTAL SALE OF ASSETS	253,545	224,528
TOTAL PROFIT ON SALE OF ASSETS	0	73,597
TOTAL LOSS ON SALE OF ASSETS	0	(10,906)



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Information on Borrowings

Loan	Loan Term (Yrs)	Start date	Remaining Term (Yrs)	Opening Balance	New Loan	Principal (Actuals)	Principal (Budget)	Principal Outstanding (Actual)	Principal Outstanding (Budget)	Interest (Actuals)	Interest (Budget)
100 GG Medical Centre	20	30/01/2004	3.5	131,258	0	14,602	14,602	116,656	116,656	4,272	4,272
111 Wannamal West Road	20	15/08/2006	6	435,111	0	9,261	9,261	425,850	425,850	14,119	14,119
114 Guilderton Country Club (Hall) Extensions	20	20/05/2008	7.5	370,176	0	17,554	17,554	352,622	352,622	13,215	13,215
120 Regional Hardcourt Facility	20	19/06/2009	8.5	264,332	0	10,947	10,947	253,385	253,385	8,829	8,829
123 Lot 44 Weld St	20	16/04/2008	7.5	169,628	0	8,102	8,102	161,526	161,526	5,903	5,903
124A Regional Hardcourt Facility	16	4/06/2014	9.5	254,468	0	10,405	10,406	244,063	244,062	5255	5,255
126 Gingin Aquatic Centre Tiling	10	3/02/2016	5.5	95,470	0	7,300	7,300	88,170	88,170	1,480	1,480
127 Seabird Seawall Extension	10	27/07/2016	6	145,019	0	10,340	10,340	134,679	134,679	1,820	1,820
128 Lancelin Caravan Park Assets	5	16/08/2017	2	103,129	0	20,112	20,113	83,017	83,015	1,299	1,299
130 Ledge Point Country Club Cool Room	10	22/05/2019	8.5	21,435	0	1,085	1,085	20,350	20,350	232	231
New Loan – Cunliffe Street Redevelopment	Proposed				250,000						
New Loan 131 Guilderton Caravan Park Waste Water	Proposed				100,000						
New Loan – Gingin Outdoor Activity Space	Proposed				177,000						
TOTAL				1,990,026	527,000	109,708	109,710	1,880,318	1,880,316	56,424	56,423



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

RESERVES CASH-BACKED

Reserve	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers-In (+)	Actual Transfers-In (+)	Amended Budget Transfers-Out (-)	Actual Transfers-Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
01 LSL; Annual; Sick Leave and Staff Contingency	428,450	2,912						424,362	428,450
02 Office Equipment Reserve	2,936	69						10,005	2,936
03 Plant and Equipment Reserve	1,832,540	8,985			141,076	157,638		1,683,887	1,973,616
04 Lancelin Lookout Reserve	0	0						0	0
05 Land and Buildings Reserve	1,103,924	4,976				137,960		970,940	1,103,924
06 Guilderton Caravan Park Reserve	35,587	246						35,833	35,587
07 Shire Recreation Development Reserve	74,922	518				50,000		25,440	74,922
08 Redfield Park Reserve	31,379	217						31,596	31,379
09 Ocean Farm Recreation Reserve	31,072	215						31,287	31,072
10 Tip Rationalisation Reserve	1,293,667	7,621		17,013		10,000		1,117,120	1,293,667
11 Lancelin Community Sport and Recreation Reserve	79,513	425						79,938	79,513
12 Old Junction Hotel Reserve	0	0						0	0
13 Community Infrastructure	2,125	15			90,801			2,140	92,926
14 Staff Housing Reserve	33,464	231						33,695	33,464
15 Future Infrastructure Reserve	589,137	3,507			38,020	209,103		383,541	627,157
16 Guilderton Country Club Reserve	14,494	63						14,557	14,494
17 Coastal Management Reserve	0	0			146,460			0	146,460
18 Guilderton Foreshore Reserve	0	0			29,811			0	29,811
19 Unspent Grants Reserve	0	0			13,674			0	13,674
20 Senior's Housing Reserve	0	0			80,957			0	80,957
21 Gingin Railway Station Reserve	0	0			5,731			0	5,731
22 Subdivisions Reserve	0	0			32,170			0	32,170
23 Contributions to Roads Reserve	0	0			1,021,384			0	1,021,384
TOTAL	5,553,210	30,000		17,013	1,600,084	564,701		4,844,341	7,153,294



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Reserve	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers-In (+)	Actual Transfers-In (+)	Amended Budget Transfers-Out (-)	Actual Transfers-Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Net Current Assets

	Actual YTD 20/21	Balance Forwarded 19/20
CURRENT ASSETS		
Cash - Unrestricted	2,773,978	2,251,921
Cash - Restricted Reserves	7,153,294	5,553,210
Cash - Restricted General	0	1,669,661
Rates - Current	2,790,000	1,496,464
Sundry Debtors	297,524	516,483
Inventories	25,481	30,607
Total Current Assets:	13,040,277	11,518,346
LESS: CURRENT LIABILITIES		
Payables	(115,801)	(872,707)
Employee Provisions	(961,736)	(981,546)
Contract Liability	(2,012,719)	(1,950,161)
Accrued Interest on Loans	0	(24,835)
Right of Use Assets – Lease Liability (Current)	(4,637)	(2,330)
Long Term Borrowings (Current)	(112,489)	(222,197)
Bonds and Deposits	(507,736)	(523,366)
Total Current Liabilities:	(3,715,119)	(4,577,143)
Total	9,325,159	6,941,204
Less: Cash - Restricted Reserves	(7,153,294)	(5,553,210)
Add: Current Portion of Debentures	112,489	222,197
Add: Lease Liability	4,637	2,330
NET CURRENT ASSET POSITION	2,288,990	1,612,520



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Rating Information

Rating Information	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
03010006 Grv - Other	8.7511		1,302,836					1,302,836
03010010 Uv - Rural	0.4965		1,314,917					1,314,917
03010015 Uv - Other	0.4965		9,294					9,294
03010018 Uv - Intensive	0.9245		669,329					669,329
03010025 Grv - Townsites @ \$1110				1,201,020				1,201,020
03010026 Grv - Other @ \$1110				853,590				853,590
03010030 Uv - Rural @ \$1400				529,200				529,200
03010035 Uv - Other @ \$1400				44,800				44,800
03010038 Uv - Intensive @ \$2548				272,636				272,636
03010045 Interim Rates					53,300			53,300
03010046 Interims - Back Rates					763			763
03010078 Concession - Intensive							-137,029	-137,029
TOTAL			5,578,155	2,901,246	54,063		-137,029	8,396,435



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Trust Funds

Trust Type	Opening Balance	Amount Received	Amount Paid	Closing Balance
BOND	6,067	0	0	6,067
COMMUNITY GROUPS TRUST	1,569	0	0	1,569
DOROTHY WEDGE TRUST	6,405	0	0	6,405
LANDSCAPING BOND	13,113	0	(6419)	6,694
OTHER BONDS/TRUSTS	4,546	233	(205)	4,574
PUBLIC OPEN SPACE	46,218	26,050	(34,892)	37,376
TOTAL	77,918	26,283	(41,516)	62,685

APPENDIX 2



Shire of Gingin Statement of Financial Activity
1 July 2020 to 31 December 2020

Investments

FUND	% OF TOTAL	DEAL DATE	DATE MATURE	BANK	ANNUAL YIELD	\$ PERIOD START	\$ CHANGE IN VALUE	\$ PERIOD END	REFERENCE
Reserve	100%	14/10/2020	15/06/2021	BENDIGO	0.55%	\$ 5,553,200.00	\$ 20,417.52	\$ 5,573,617.52	3490725
						\$ 5,553,200.00	\$ 20,417.52	\$ 5,573,617.52	
Municipal	100%	14/10/2020	14/01/2021	BENDIGO	0.35%	\$ 3,000,000.00	\$ 2,646.58	\$3,002,646.58	3490717
						\$ 3,000,000.00	\$ 2,646.58	\$ 3,002,646.58	

11.2.2 LIST OF PAID ACCOUNTS FOR THE PERIOD ENDING 31 DECEMBER 2020

File:	FIN/25
Author:	Tania Ladner – Accounts Payable Officer
Reporting Officer:	Les Crichton – Executive Manager Corporate and Community Services
Report Date:	19 January 2021
Refer:	Nil
Appendices:	Nil

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to note the payments made in December 2020.

BACKGROUND

Council has delegated authority to the Chief Executive Officer (CEO) to exercise its 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 \$2,443,123.61 were paid during the month of December 2020.

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)	\$1,842,636.17
• Municipal Fund cheques	\$17,095.00
• Municipal Fund directs debits	\$174,117.81
	\$2,033,848.98

Bank Statement

• Bank fees and charges	\$4,639.19
• Wages and salaries	\$325,185.61
• Police licensing	\$78,226.25
• Office rent	\$650.00
• Messages on Hold	\$573.58
	\$409,274.63

Trust Fund **\$0**

Total Expenditure **\$2,443,123.61**

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	<i>Governance</i>
Objective	<i>5. To demonstrate effective leadership, governance & advocacy on behalf of the community</i>
Outcome	<i>5.1 Values Our Organisational & Business Values are demonstrated in all that we do</i>
Key Service Areas	<i>Financial Management</i>
Priorities	<i>N/A</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

SECONDED: Councillor Morton

That Council note all payments made by the Chief Executive Officer under Delegation 2.1 for December 2020 totalling \$2,443,123.61, as detailed in the schedule provided to Councillors comprising:

- **Municipal Fund electronic funds transfers (EFT)** **\$1,842,636.17**
- **Municipal Fund cheques** **\$17,095.00**
- **Municipal Fund direct debits** **\$174,117.81**

Bank Statement

- **Bank fees and charges** **\$4,639.19**
- **Wages and salaries** **\$325,185.61**
- **Police licensing** **\$78,226.25**
- **Office rent** **\$650.00**
- **Messages on Hold** **\$573.58**

Trust Fund **\$0**

CARRIED UNANIMOUSLY

11.2.3 LEASE BETWEEN THE SHIRE OF GINGIN AND THE GINGIN RECREATION GROUP INC.

File:	A4079, A4109
Location:	Lot 7, Lots 320, 41, 42 and 500 (portion of Reserve 21432) and Lots 24, 25 and 26 (portion of Reserve 7573) New Street, Gingin
Author:	Cher Groves – Recovery and Leasing Officer
Reporting Officer:	Les Crichton – Executive Manager Corporate and Community Services
Report Date:	19 January 2021
Refer:	Nil
Appendices:	1. Lease Agreement 2. Map of proposed additional lease area

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider and endorse the lease agreement between the Gingin Recreation Group (GRG) and the Shire of Gingin for the Gingin Recreation Grounds for a period of five years with a further term of five years.

BACKGROUND

The Gingin Recreation Grounds consists of one freehold lot being Lot 7 (freehold land owned by the Shire of Gingin), and seven parcels of Reserve land being Lot 320 (portion of Reserve 21432), Lot 41 (portion of Reserve 21432), Lot 42 (portion of Reserve 21432), Lot 500 (portion of Reserve 21432), Lot 24 (portion of Reserve 7573), Lot 25 (portion of Reserve 7573) and Lot 26 (portion of Reserve 7573). Reserves 7573 and 21432 are both for Recreation Purposes. The Shire holds the Management Order for both Reserves and, subject to the consent of the Minister for Lands, has the power to lease the Reserves for a period not exceeding 21 years.

A lease was previously held by the GRG for 21 years (executed 1990) which expired on 3 May 2011. Since that time, the GRG has remained the “Manager” of the Recreation Grounds in line with the provisions of the expired lease. Bookings for the Ground’s amenities were made at the Shire’s Administration Centre up until September 2019 when the bookings went online and the GRG assumed responsibility for management of bookings. The GRG receives the income generated, which is used for management and cleaning costs.

A new lease document was negotiated in 2013 and a report was to be presented to the Ordinary meeting of Council on 20 August 2013 for consideration. Before doing so, however, it was noted that the Management Orders over the reserve component of the lease area did not include an appropriate power to lease. Once the power to lease was obtained, a new lease was negotiated with the GRG Committee and was endorsed by the Minister for Lands on 7 April 2015 (**Appendix 1**). This lease was not presented to Council for endorsement.

COMMENT

A review of administrative processes relating to community leases has identified that the lease agreement negotiated with the GRG in 2015, which is currently in effect, was never submitted to Council for endorsement. That being the case, the lease is now presented for Council's formal ratification.

It is noted that the GRG is currently seeking a variation to the lease area to include additional land as detailed in **Appendix 2**. This primarily recognises the arrangements agreed with the GRG when negotiating land provisions for the location of the Level 3 Incident Control Centre Facility on Lot 44 York Street and portion of the York Street road reserve. Council endorsed this location at its Ordinary meeting held on 19 February 2020.

While the additional areas have been included, the Shire's requirements to access the land provided under these additions do require acknowledgement. Specifically, the lots added to the east currently accommodate a Shire stockpile area, and have been identified for inclusion in drainage system for the new Level 3 Incident Control Centre Facility.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 3 – Functions of local governments

Division 3 – Executive functions of local governments

Section 3.58 – Disposing of property

Local Government (Functions and General) Regulations 1996

Part 6 – Miscellaneous

Clause 30 – Dispositions of property excluded from Act s. 3.58

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	<i>Infrastructure and Development</i>
Objective	<i>To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.</i>
Outcome	<i>The Shire provides fit for purpose community infrastructure in a financially responsible manner.</i>
Key Service Areas	<i>Community Infrastructure</i>
Priorities	<i>Develop and plan community infrastructure to improve use and financial sustainability</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Rule

SECONDED: Councillor Lobb

That Council:

1. Endorse the current lease agreement between the Shire of Gingin and the Gingin Recreation Group (commencing 1 December 2014) for:

- a. One freehold lot being Lot 7 (freehold land owned by the Shire of Gingin); and**
- b. Seven parcels of Reserve land being Lot 320 (portion of Reserve 21432), Lot 41 (portion of Reserve 21432), Lot 42 (portion of Reserve 21432), Lot 500 (portion of Reserve 21432), Lot 24 (portion of Reserve 7573), Lot 25 (portion of Reserve 7573) and Lot 26 (portion of Reserve 7573) New Street, Gingin,**

for a period of five years with a further term of five years as depicted in Appendix 1.

2. Approve a variation to the lease area to include:

- a. The balance of the freehold lot created as a result of the amalgamation of Lot 44 Weld Street, Gingin and the unconstructed York Street road reserve subdivided to provide land for Level 3 Incident Control Centre; and**
- b. Portion of Lot 21 Weld Street; and**
- c. Whole of Lot 12 New Street,**

as depicted in Appendix 2.

CARRIED UNANIMOUSLY

APPENDIX 1



LEASE AGREEMENT

SHIRE OF GINGIN

AND

THE GINGIN RECREATION GROUP INC.

CONDITIONS

Parties

Shire of Gingin – "The Lessor"

AND

The Gingin Recreation Group Inc. - "The Lessee"

Use

The premises is not to be used for any purpose other than that specified in **Item 6** of the Schedule.

Premises

That area of land and buildings located at Lot 7, Lot 24 (portion of Reserve 7573), Lot 25 (portion of Reserve 7573), Lot 26 (portion of Reserve 7573), Lot 320 (portion of Reserve 21432), Lot 500 (portion of Reserve 21432) Lot 41 (portion of Reserve 21432) and Lot 42 (portion of Reserve 21432) New Street, Gingin as depicted on the plan included as **Annexure 1**.

Term

The term of the lease is set out at **Item 2** of the Schedule. The Lessee may request the Lessor to grant a renewal of this Agreement for the further term set out at **Item 3** of the Schedule by giving written notice at least one month prior to the expiry of the initial term.

RENT AND OTHER PAYMENTS

Rent

As specified in **Item 5** of the Schedule.

Outgoings

Electricity, gas, water, refuse collection and other consumable charges are the responsibility of the Lessor.

Key Bond

The Lessee will pay a bond of \$100.00 for a set of access keys to the premises prior to access being granted. If required, the bond may be withheld by the Lessor in the event that replacement of keys is required at the time of the Lessee vacating the premises.

Building Bond

The Lessee will pay a building bond of \$200.00 (if applicable) prior to gaining access to the premises. If required, the bond may be withheld by the Lessor to make good any repairs or minor maintenance that may be necessary at the time of the Lessee vacating the premises.

Insurance

Public liability insurance in accordance with **Item 7** of the Schedule shall be maintained by the Lessee. The Lessee shall also maintain adequate and sufficient contents insurance. A copy of the certificate of currency is to be provided to the Lessor upon commencement of the lease, illustrating the full term of cover.

All cover is to be renewed annually, with a certificate of currency or renewal certificate to be provided to the Lessor on an annual basis.

Insurance for personal property is the Lessee's responsibility. All policy and certificate details are to be made available on request.

Arrangement of and payment for all public liability insurance is the responsibility of the Lessee. Associated costs will be reimbursed to the Lessee by the Lessor.

TERMINATION

The Lessor may terminate this agreement by providing three months' written notice to the Lessee if at any time the building is not being used in accordance with the requirements of **Item 6** of the Schedule, or maintained to the Lessor's requirements.

Under exceptional circumstances the Lessor may ask the Lessee to vacate the premises immediately.

The Lessor reserves the right to terminate the agreement in the event that the Lessee commits a breach of its obligations under the agreement and such breach is not rectified within one month of receiving written notice to do so from the Lessor.

Restore Premises

Upon termination of this agreement the Lessee must, at its expense, restore the premises to a condition satisfactory to the Lessor.

Property Inspections

The Lessor will conduct property inspections of the premises on a six monthly basis to ensure the appearance and the condition of the building is being maintained to the satisfaction of the Lessor.

LESSEE'S RESPONSIBILITIES

Maintenance, Repair and Cleaning

The Lessee must strictly comply with the Maintenance and Cleaning Schedule included as **Annexure 2**.

Where the Lessee is responsible for any damage to the premises, such damage is to be promptly repaired, at the Lessee's expense, to the satisfaction of the Lessor.

Report to Council

The Lessee must report all vandalism, defects and pollution to the Lessor within 24 hours of any such occurrence being identified.

Alterations

No alterations, additions or improvements are to be made to the premises in the absence of written approval for same from the Lessor.

Securing the Premises

The Lessee is to ensure the premises are appropriately secured at all times. Where an alarm is present the alarm should be activated and the Lessor supplied with access codes.

Lessor's Right of Reasonable Entry

The Lessee must permit the Lessor or its authorised representative/s to enter the premises for the following purposes:

- in the event of an emergency;
- to undertake property inspections to ensure compliance with the terms of this Agreement; and
- to carry out routine repairs or other work necessary to maintain the premises in good condition.

Hiring of the Premises

The Lessor acknowledges that the Lessee manages the hiring out of the premises to third parties. All income derived from hire charges shall be retained by the Lessee to maintain the premises according to the requirements within the Lease clauses. It is acknowledged that the Shire of Gingin will not incur any hire fee when using the premises.

Smoking on Premises

The Lessee must not smoke or permit a person to smoke within the premises.

Comply with Legislation

The Lessee must comply with all statutes and local laws from time to time in force relating to the premises. The Lessee must not allow a person to carry out any harmful, offensive or illegal act within or around the premises.

Provision of Information

The Lessee must advise the Lessor of any changes to its club contacts in writing.

Work within Premises

The Lessee must carry out works using safe work practices, being mindful of the risk to health and fire hazards.

The use of the premises must not cause a nuisance or inconvenience to the public or surrounding residents by virtue of activities or noise from the facility.

Behaviour

The Lessee is not to allow any anti-social behaviour in or around the premises including but not limited to loud music, foul language, drunken behaviour, uncontrollable parties, fighting, acts of physical violence and unwanted entry onto neighbouring properties.

INDEMNITY

Indemnity

The Lessee indemnifies the Lessor and the Minister for Lands against any liability or loss arising from all and any costs, charges and expenses incurred in connection with:

- (a) any loss or damage to items on or in the Premises, and
- (b) any injury to any person on the Premises,

and for which the Lessor becomes liable.

Indemnity Unaffected by Insurance

- (a) The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Premises and the indemnity referred to above is paramount; and
- (b) if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under the preceding clause will be reduced by the extent of such payment.

SCHEDULE

ITEM 1: LAND

- (a) Lot 7 on Diagram 30007 being the land comprised in Certificate of Title Volume 203 Folio 60A.
- (b) Lot 320 (portion of Reserve 21432) on Plan 71523 being the land comprised in qualified Certificate of Crown Title Volume LR3162 Folio 133.
- (c) Lot 41 (portion of Reserve 21432) on Plan 222486 being the land comprised in qualified Certificate of Crown Land Title Volume LR3156 Folio 741.
- (d) Lot 42 (portion of Reserve 21432) on Plan 222486 being the land comprised in qualified Certificate of Crown Land Title Volume LR3156 Folio 742.
- (e) Lot 500 (portion of Reserve 21432) on Plan 58540 being the land comprised in qualified Certificate of Crown Land Title Volume LR3156 Folio 740.
- (f) Lot 24 (portion of Reserve 7573) on Plan 107009 being part of the land comprised in qualified Certificate of Crown Land Title Volume LR3016 Folio 861.
- (g) Lot 25 (portion of Reserve 7573) on Plan 107009 being part of the land comprised in qualified Certificate of Crown Land Title Volume LR3016 Folio 862.
- (h) Lot 26 (portion of Reserve 7573) on Plan 107009 being part of the land comprised in qualified Certificate of Crown Land Title Volume LR3016 Folio 863.

PREMISES

The land and buildings contained within the area shown in **Annexure 1**.

ITEM 2: TERM

5 years.

ITEM 3: FURTHER TERM

5 years

ITEM 4: COMMENCEMENT DATE

1 December 2014

ITEM 5: RENT

One peppercorn per annum.

ITEM 6: USE

Recreational and social activities of the Gingin Recreation Group Inc. and all uses reasonably ancillary to that purpose.

ITEM 7: PUBLIC LIABILITY INSURANCE

\$10,000,000.00

ITEM 8: ADDITIONAL TERMS AND CONDITIONS

Nil

It is acknowledged that the Shire of Gingin and the Gingin Recreation Group Inc. agree on the above conditions and responsibilities.

Signed on behalf of the Shire of Gingin:

Jeremy Edwards
JEREMY EDWARDS
CHIEF EXECUTIVE OFFICER

17/3/15
DATE

Signed on behalf of the Gingin Recreation Group Inc.

J Baard
SIGNATURE

16/03/2015
DATE

Johannes Augustinus Baard Resident
PRINT NAME OFFICE HELD

P-Elled
SIGNATURE

16.5.2015
DATE

Patricia Ellis
PRINT NAME

Secretary Treasurer
OFFICE HELD

MINISTER FOR LANDS CONSENT:

APPROVED FOR THE PURPOSES OF SECTION 18
OF THE LAND ADMINISTRATION ACT 1997
JAMIE LEE KING
SENIOR STATE LAND OFFICER
GOLDFIELDS ESPERANCE WHEATBELT
MJ 7.4.2015
by Order of the Minister For Lands
This document is still subject to the registration
requirements of the Transfer of Land Act 1993

Signature

Date



	7 Brockman St Gingin WA 6503 P: 08 9575 2211 E: mail@gingin.wa.gov.au	Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.	Area Subject to Lease - Shire of Gingin to Gingin Recreation Group Inc Scale: 1:2920	Date: Wednesday, 8 October 2014 
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Annexure 2 – Maintenance and Cleaning

The following outlines the cleaning, maintenance and repair obligations of the Lessee for buildings that are tenanted under this Lease Agreement. This is to be read and adhered to in conjunction with the Lease Agreement.

The Lessor's expectation is that the Lessee is responsible for the cleaning, maintenance and repair of damage as a result of the use of the leased area.

INTERNAL

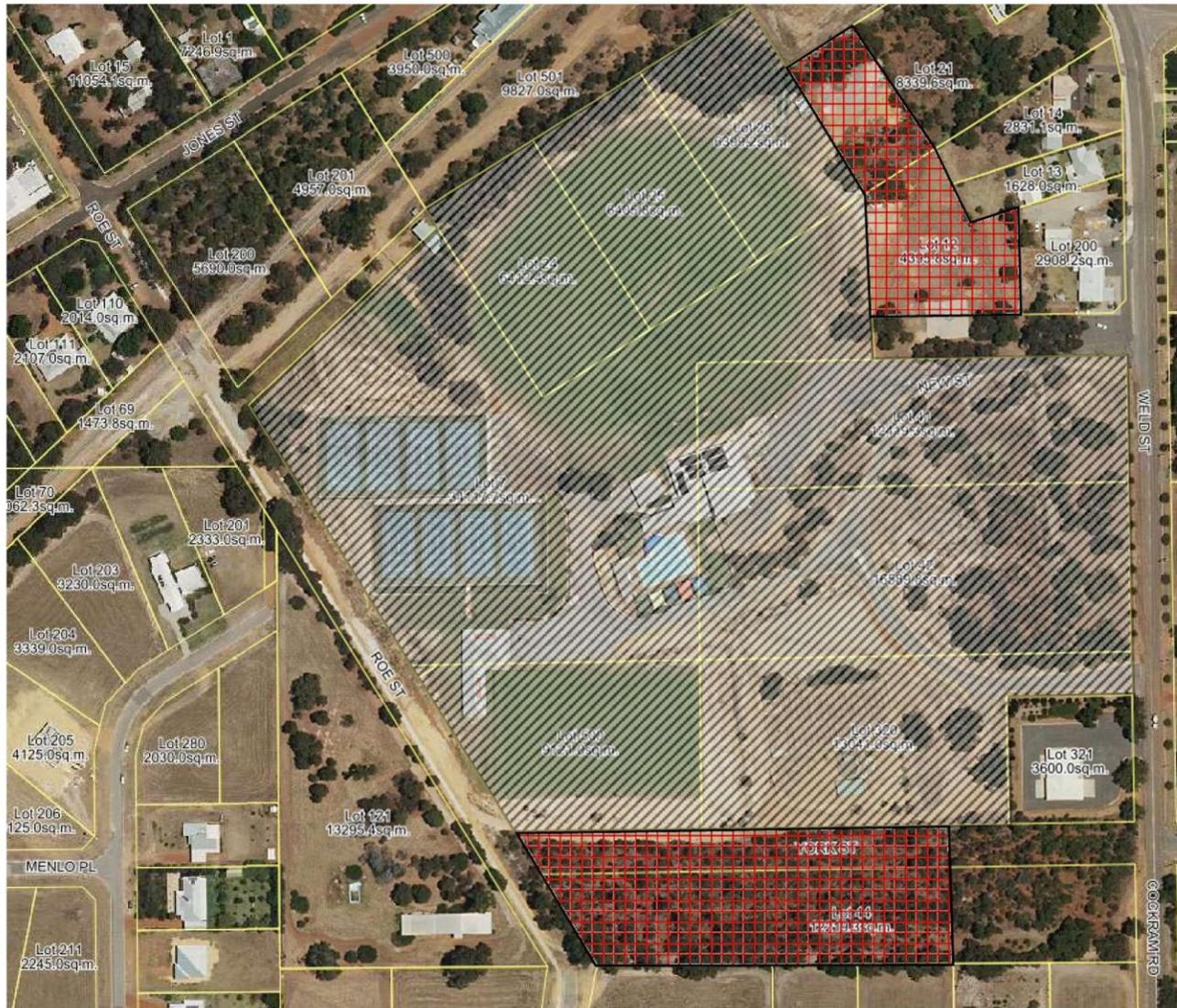
The interior of the building is to be maintained in a clean and tidy condition at all times and within the terms of the Lease, is to be kept free of dirty marks, cobwebs and vermin.

Internal	Lessee Responsibilities
Windows	To be kept clean, free from any marks and cobwebs. To be lockable and operable.
Doors	To be kept clean, free from any marks, damage and cobwebs. To be lockable and operable. Any door closers or other devices fitted should be maintained in good working order. NOTE: Locks are not to be changed without the prior approval of the Lessor. Locks must be keyed to Lessor's Master Key System.
Walls	To be kept clean, free from any marks, damage and cobwebs.
Ceilings	To be kept clean, free of cobwebs and cleaned of any temporary decoration. Penetrations for appliances such as air conditioning vents shall be kept clean and in good working order. NOTE: Any water damage or sagging to be reported to the Lessor.
Floors	To be kept clean and regularly maintained in accordance with the requirements of the type of surface i.e. carpets to be vacuumed regularly and steam cleaned annually, hard floors to be swept and mopped. Hard floors to be stripped back and resealed as required by the lessor. In kitchen areas, relevant Health requirements should be strictly complied with.
Cupboards	To be regularly cleaned with all doors, latches, drawers and shelves being in good working order. To be free from any marks or food residue.
Built in Joinery: (benches, cabinets)	To be regularly cleaned and free of debris.
Electrical Fittings	All electrical fittings such as power points, light switches and light fittings to be kept clean and in good working order and undertake testing of Residual Current Devices in accordance with AS/NZS 3760:2010 In service safety inspection and testing of electrical equipment. Replace light globes and fluorescent light tubes which may fail.
Fire Fighting Equipment and Exit Signs	To ensure Fire Fighting Equipment is not tampered with or removed from designated area. Lessee is responsible for costs incurred for replacement, mis-use, tampered or lost Fire Fighting Equipment. A clear path or access should be maintained with no obstruction within 1 meter of fire fighting equipment.

	The Lessee is responsible for notifying the Lessor if the Fire Evacuation Exit Signs are not in good working order.
Rubbish Bins	All rubbish is to be placed in the outside Rubbish Bins in the designated bin areas / enclosures.
APPLIANCES:	
• Air conditioning	The Lessee to operate, clean and maintain in accordance with the manufacture's standards.
• Gas Appliances	To operate and be regularly cleaned in good working order with all Gas Suppliers requirements being complied with.
• Stove, Fans, Refrigerators, Heaters, & other White Goods	All to be kept clean and operated in accordance with the manufacture's requirements.

Internal / External	Lessor Responsibilities
Gutter Cleaning	To maintain and clean guttering of natural product, including leaves, twigs and soil.
Fire Protection Equipment	To service and replace fire equipment as required.
Building Structural Repairs	To maintain and repair the building structure from wear and tear.
External Drainage	To repair external drainage infrastructure failure.
Redecoration	To redecorate as required.
Security Systems	<p>The Lessee to pay all costs associated with the installation and ongoing monitoring of the security system.</p> <p>To be maintained in accordance with the supplier's instructions.</p> <p>Provide evidence of regular annual maintenance (maintenance Report) by a licensed provider.</p> <p>All Telecommunications and other fees to be met by the Lessee.</p> <p>Lessee to provide Access Keys and alarm codes to the Lessor.</p>
Air conditioning	The annual maintenance report is to be undertaken by a licensed provider.
Stove, Fans, Refrigerators, Heaters, & other White Goods	All items to be tested and tagged by a licensed provided in accordance with AS/NZS 3760.2010 Electrical Testing and Tagging Standards.
Sinks, Basins, Pedestal Pans & Cisterns	<p>To be maintained in a clean and operable condition.</p> <p>Clearing of all blockages and repairs to fittings are the Lessor's responsibility.</p>
Toilets & Showers	<p>To be kept in a clean and operable condition at all times.</p> <p>To clear all blockages.</p> <p>All consumables i.e. toilet paper, paper towels are to be supplied by the Lessor.</p> <p>Replacement and repair of fittings such as taps, roll dispensers and coat hangers rest with the Lessor.</p> <p>All walls and floor surfaces to be kept cleaned and undamaged.</p>

APPENDIX 2



Gingin Recreation Grounds

-  Current Gingin Rec Group leased area
-  Proposed additional Gingin Rec Group lease area

11.3. REGULATORY AND DEVELOPMENT SERVICES**11.3.1 AFFIXING THE COMMON SEAL - TEMPORARY WITHDRAWAL OF CAVEAT FOR LOT 98 WANNAMAL ROAD SOUTH, CULLALLA**

Location:	Lot 98 Wannamal Road South, Cullalla	
Applicant:	McLeods Barristers and Solicitors	
File:	BLD/3719	
Author:	Kylie Bacon – Manager Statutory Planning	
Reporting Officer:	Bob Kelly – Executive Manager Regulatory and Development Services	
Report Date:	19 January 2021	
Refer:	19 December 2006	Item 15.1
	20 March 2007	Item 11.3.1
	18 November 2008	Item 11.3.1
	17 January 2017	Item 11.1.4
Appendices:	<ol style="list-style-type: none"> 1. Location Plan 2. Deed of Agreement & Withdrawal of Caveat Form 	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider affixing the Common Seal to allow for the temporary withdrawal of the Shire's caveat to allow the registration of a Mortgage over the land located at Lot 98 Wannamal Road South, Cullalla.

BACKGROUND

In 2009 the Shire of Gingin entered into a Deed of Agreement with the owners of Lot 7778 Wannamal Road South, Cullalla and Veolia Environmental Services (Australia) Pty Ltd with respect to the establishment of a regional waste management facility on the property. Specifically, the Deed was required to address a number of conditions imposed by the Shire of Gingin in relation to the proposed development. As part of this decision, an Absolute Caveat was required to be put in place over Lot 98 (prior to subdivision identified as Lot 7778) to ensure that the conditions of the Deed would be met by any future owners of the property.

The Shire's solicitors (McLeods) have been requested by Wright Legal (acting on behalf of the current landowners) to temporarily withdraw the Shire's Caveat N585867 to allow the registration of a Mortgage over the above land.

The Shire's Caveat is supported by the terms of a Deed dated 23 March 2017, a copy of which has been attached as **Appendix 2**. As the obligations under the Deed are continuing, the Shire's Caveat will be replaced immediately following the registration of the Mortgage.

A location plan is attached as **Appendix 1** and the Deed and Withdrawal of Caveat form have been attached as **Appendix 2**. Section 9.41A of the *Local Government Act 1995* specifies that the Common Seal of a local government is not to be affixed to any document except as authorised by the local government.

At the present time there is no policy in place authorising affixing of the Shire's Common Seal to any document or category of document without Council's specific approval, with the exception of Policy 2.28 which applies only to withdrawals of caveat associated with the payment of outstanding monies.

As part of the ongoing review of the Shire's Policy Manual, a draft Execution of Documents policy has been circulated to Councillors for initial feedback, but it has not yet been formally considered by Council. That being the case, in this instance Council's specific approval to utilise the Common Seal is required.

COMMENT

If Council is agreeable for McLeods to act on its behalf in connection with this matter, the Withdrawal of Caveat must be executed and the Common Seal affixed by the Shire in accordance with section 9.49A Execution of documents of the *Local Government Act 1995*.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 9 – Miscellaneous provisions
Division 3 – Documents
Section 9.49A – Execution of documents

POLICY IMPLICATIONS

Policy 2.28 Application of the Common Seal to Withdrawals of Caveat

Policy 2.28 applies only to withdrawals of caveat associated with the payment of outstanding monies, and therefore does not apply in this instance.

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	<i>Infrastructure and Development</i>
Objective	<i>3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner</i>
Outcome	<i>3.1 Development New and existing developments meet the Shire's Strategic Objectives and Outcomes</i>
Key Service Areas	<i>Building And Planning Permits</i>
Priorities	<i>N/A</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

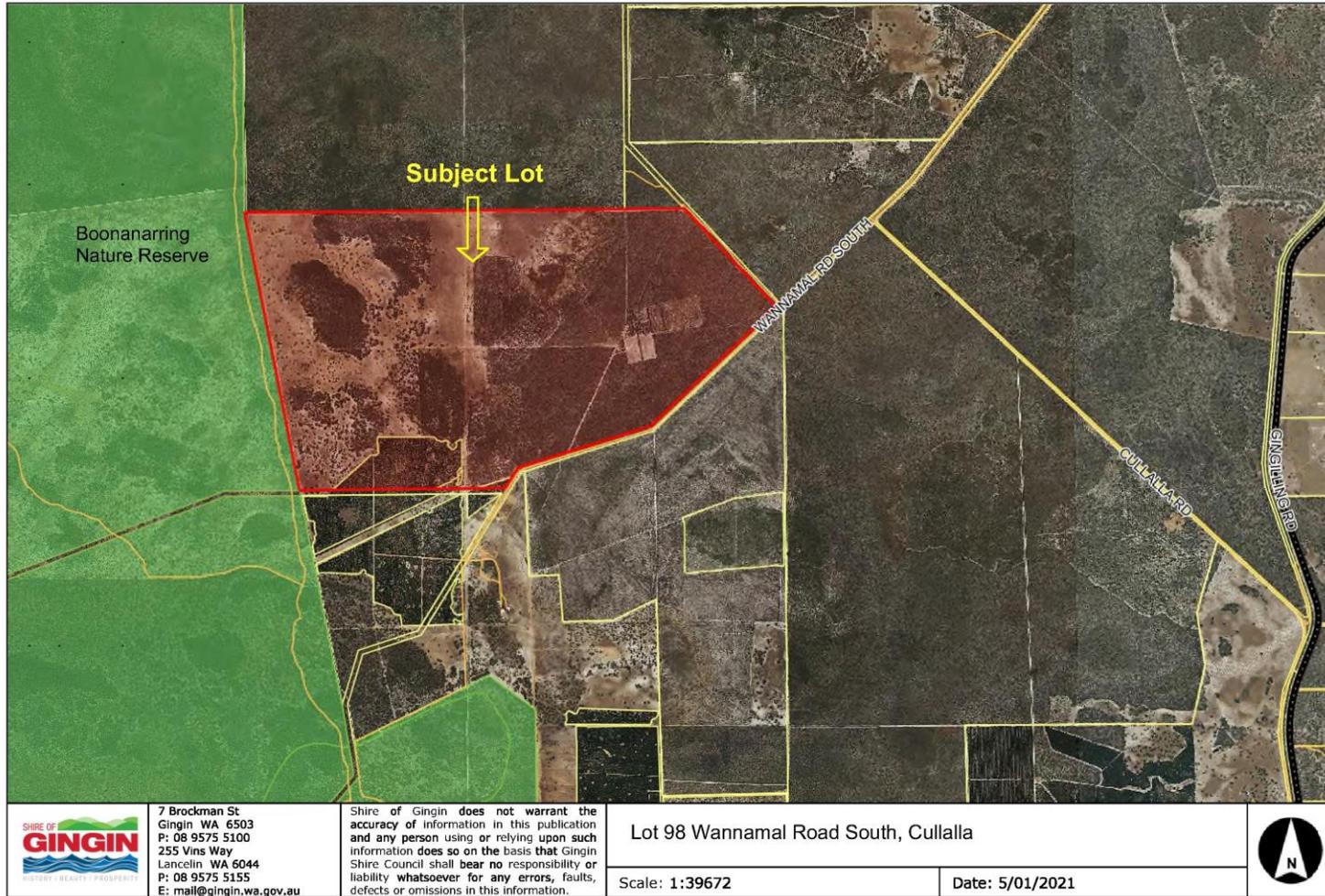
MOVED: Councillor Johnson

SECONDED: Councillor Vis

That Council, in accordance with s.9.49A of the *Local Government Act 1995*, authorise the Chief Executive Officer to affix the Common Seal of the Shire of Gingin to the Instrument of Withdrawal of Caveat shown at Appendix 2, enabling the temporary withdrawal of Caveat No. N585867 to allow for the registration of a mortgage over the land located at Lot 98 Wannamal Road South, Cullalla.

CARRIED UNANIMOUSLY

APPENDIX 1



APPENDIX 2

FORM W 1

FORM APPROVED
NO. B2609

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

WITHDRAWAL OF CAVEAT

DESCRIPTION OF LAND (Note 1)

	EXTENT	VOLUME	FOLIO
Lot 98 on Deposited Plan 75926	Whole	2847	974

CAVEATOR (Note 2)

SHIRE OF GINGIN

CAVEAT NUMBER (Note 3)

N585867

STATE WHETHER WHOLE OR PART
OF LAND IN CAVEAT

Whole

The CAVEATOR HEREBY WITHDRAWS the said Caveat from the 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 President

Signature of Chief Executive Officer

Full name of Chief Executive Officer

INSTRUCTIONS

1. 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 ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. 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

1. **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.
2. **CAVEATOR**
State full name of Caveator/Caveators.
3. **CAVEAT NUMBER**
State Caveat number being withdrawn.
4. **CAVEATOR'S EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

WITHDRAWAL OF CAVEAT

LODGED BY	McLeods
ADDRESS	220 Stirling Highway CLAREMONT WA 6010
PHONE No.	9383 3133
FAX No	9383 4935
REFERENCE No.	FG:ACB:GING:24892
ISSUING BOX No.	346K

PREPARED BY	McLeods
ADDRESS	220 Stirling Highway CLAREMONT WA 6010
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

1. Deed	_____	Received Items
2. VOI Letter	_____	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.

Replacement Agreement: Lot 98 Wannamal Road, Cullalla

Fernview Environmental Pty Ltd

Shire of Gingin



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: FG:GIN:24892

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Details

Parties

Fernview Environmental Pty Ltd (ACN 617 674 469)

of Unit 9, 48 Kelvin Road, Maddington, Western Australia
(Transferee)

Shire of Gingin

of 7 Brockman Street, Gingin, Western Australia
(Shire)

Background

- A The Transferee is entitled to be registered as the proprietor of an estate in fee simple in land being Lot 98 on Deposited Plan 75926 and being the whole of the land comprised in Certificate of Title Volume 2847 Folio 974 (**Land**).
- B Caveat M711508 (**Caveat**) encumbers the Land in favour of the Shire and is supported by the terms of a deed dated 16 October 2009 between John Leslie Fernie, Margaret Gloria Fernie, Veolia Environmental Services (Australia) Pty Ltd (**Original Owners**) and the Shire (**Original Deed**) a copy of which is annexed hereto as **Annexure 1** and forms part of this Deed.
- C Margaret Gloria Fernie, Susan Lisa Forbes and Darren John Fernie as Executors of the Will of John Leslie Fernie who died on 12 October 2013 have requested that the Shire provide a withdrawal of the Caveat to allow for the transfer of the Land to the Transferee and the Shire has agreed subject to the Transferee entering into this deed to secure compliance by the Transferee with the obligations set out in the Original Deed.

Agreed Terms

1. The Transferee's Covenants

The Transferee HEREBY COVENANTS AND AGREES with the Shire that it agrees to perform and be bound by the obligations of the Original Owners under the Original Deed, as if the Transferee had been a party to the Original Deed.

2. Charge and Caveat

The Transferee HEREBY CHARGES its interest in the Land in favour of the Shire with the performance of its obligations pursuant to this Deed and the Original Deed and with the payment of all or any monies payable or which may become payable by the Transferee 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 Land in order to protect the rights and interests of the Shire under this Deed.

3. Restrictions on Disposal

The Transferee shall not sell, transfer, mortgage, charge, assign or otherwise dispose of or encumber the Land 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 Land 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 Transferee 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 Transferee.

4. Withdrawal of Caveat

Subject to there being no existing or unremedied breach of any condition of this Deed and subject to:

- (a) the Transferee complying with **clause 3** of this Deed the Shire will at the request of the Transferee and at the Transferee's cost provide to the Transferee a withdrawal of any caveat lodged by the Shire pursuant to this Deed sufficient to enable the registration of any mortgage or charge of the Land provided that the Shire is entitled to relodge its absolute caveat following the registration of such mortgage or charge;
- (b) the Transferee having complied with the obligations set out under the Original Deed to the Shire's satisfaction the Shire shall provide on receipt of a written request and at the cost of the Transferee a withdrawal of any caveat lodged by the Shire pursuant to this Deed.

5. Costs

The Transferee shall pay the reasonable costs of the Shire's solicitors for:

- (a) 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.

6. 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 23 March 2017

EXECUTED by FERNVIEW ENVIRONMENTAL)
PTY LTD (ACN 617 674 469) pursuant to)
Section 127 of the Corporations Act:)

TOMASZ RUDAS
Full Name of Director

[Signature]
Signature of Director

DAHLEN FLUGBE
Full Name of Director

[Signature]
Signature of Director

THE COMMON SEAL of the SHIRE OF GINGIN)
was hereunto affixed by authority of a resolution of)
the Council in the presence of:)



[Signature]
SHIRE PRESIDENT

DAVID WILLIAM ROE
(Print Full Name)

[Signature]
CHIEF EXECUTIVE OFFICER

JEREMY LEE EDWARDS
(Print Full Name)

Annexure 1 – Original Deed

LND/574

Agreement for Regional Waste Management Facility, Lot 7778 Wannamal Road South, Cullalla

Shire of Gingin
Veolia Environmental Services (Australia) Pty Ltd
John Leslie Fernie
Margaret Gloria Fernie



McLeods
Barristers & Solicitors
Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010
Tel: (08) 9383 3133 | Fax: (08) 9383 4935
Email: mcleods@mcleods.com.au
ReEDFN:GING-24892

Details

Parties

Shire of Gingin of 7 Brockman Street, Gingin, Western Australia
(Shire)

Veolia Environmental Services (Australia) Pty Ltd (ACN 051 316 684)
of Level 4 Bay Centre, 65 Pirrama Road, Pyrmont, New South Wales 2009
(Applicant)

John Leslie Fernie and Margaret Gloria Fernie both of 47 Majestic Parade, Dianella
(Owners)

Background

- A In February 2007, the Applicant lodged, with the consent of the Owners, an application for planning approval (Application) with the Shire for construction of a regional waste management facility (Facility) on Lot 7778 Wannamal Road South, Cullialla being land more particularly described as Lot 7778 on Deposited Plan 209805 and being the whole of the land comprised in Certificate of Title Volume 1670 Folio 20 (Land).
- B The Land is situated in the district of the Shire. The Owners are the registered proprietors of an estate in fee simple in the Land.
- C In March 2007 the Applicant referred the Application to the Environmental Protection Authority (EPA) and the Application was assessed by the EPA pursuant to Part 4 of the Environmental Protection Act 1986 (EP Act).
- D In May 2008 the EPA published its report and recommendations in relation to the Application (Report), copy of which is annexed hereto as Annexure A.
- E Following consultation with the Shire as a decision-making authority pursuant to section 45 (1)(b) of the EP Act, the Minister agreed to modify the conditions to which the Application should be made subject so as to include conditions requiring implementation of a landfill decommissioning and post-closure management plan and payment of a financial assurance. The Minister subsequently issued a revised Statement detailing the conditions and procedures to which implementation of the Application should be made subject. A copy of the revised Statement is annexed hereto as Annexure B.
- F In order for the Application to be approved under the Shire's Town Planning Scheme No. 8 (Scheme), the Scheme is required to be amended so as to change the zoning applicable to the Land from Rural to Special Use.

- G Alternatively, in the event that the Shire's Town Planning Scheme No. 9 has been gazetted, the Applicant will be required to seek Council approval to change the zoning applicable to the land from "General Rural – Uncoded" to "Special Use".
- H. On 19 December 2006 Council of the Shire resolved as follows regarding the financing proposal submitted by the Applicant in relation to the proposed upgrading of Wannamal Road West and Wannamal Road South:
- *1. Having regard for the financing proposal submitted by Veolia Environmental Services in relation to the possible upgrading of Wannamal Road West and Wannamal Road South:
- a. Confirm its general support for the financing principles as presented, on the understanding that such support is not to be construed, in any way, shape or form, as support for the proposed Bioreactor development on Swan Location 7778;
 - b. Confirm that any Application for Planning Consent submitted in respect of the proposed development of a Bioreactor on Swan Location 7778 will be considered, in the first instance, on planning, health and environmental grounds;
 - c. Require, in the event that the granting of planning consent is considered appropriate, the execution of a Deed of Agreement to ensure that any negotiated road upgrading (Principal and Interest) contributions are legally secured in advance of a Notice of Approval for Planning Consent being issued;*
- I. On 18 November 2008 the Council of the Shire resolved (**Resolution**) as follows in relation to the request of the applicant to initiate an amendment of the Scheme so as to enable the Application to proceed:
- "3. Advise the Applicant that, subject to satisfactory resolution of the financial assurance provision with the Environmental Protection Authority and Department of Environment and Conservation, Council may resolve at a future meeting to initiate a Scheme Amendment, and if it does, it will be subject, but not necessarily limited to:
- I. The Applicant entering into a Legal Agreement with the Shire of Gingin which is transferrable to Successors in Title and governed by an Absolute Covenant, to provide:
 - Surety that the landfill liner proposed to be used at the site will be of the standard committed to by the Applicant in the submitted re-zoning documentation;
 - Surety that the road upgrading commitments governed by Council Resolution 06.0324 from its Meeting of 19 December 2006 (subject to cost review) will be met, including a requirement for all trucks utilised in carting waste to the subject lot, utilise a route comprising the Brand Highway, Wannamal Road West and Wannamal Road South in perpetuity;
 - Unequivocal assurance that there will be no access through the Cheriton Valley or via Moolabeenee Road;
 - Free disposal of waste generated in the Shire of Gingin to an amount to be negotiated with the Applicant and indexed to take into account population increases in the Shire; and
 - A per tonne royalty (to be negotiated) for payment into a Community Facilities Fund for community betterment purposes.

- ii. The site never being upgraded beyond a Class II Landfill.
 - iii. The Landfill being sited so that the 500 metre buffer area is contained wholly on Lot 7778 Wannamal Road South, Wannamal.
 - iv. The 500 metre buffer area being shown on the Scheme Amendment plans and subsequently incorporated into the Scheme Maps.
 - v. The site being re-zoned "Special Use" under the Town Planning Scheme.
 - vi. The initiation of the Scheme Amendment not binding Council to provide Final Approval to the proposal.
- J The Parties enter into this Deed to satisfy the requirements of the Shire as stated in Item 3 of the Resolution.

Agreed terms

1. Construction of Facility

- (1) Subject to sub-clause (2), the Applicant agrees to construct the landfill liner utilised in the Facility in accordance with:
 - (a) sections 9.6 and 9.7 of the Regional Waste Management Facility Report dated September, 2008 (Report) (a copy of which is annexed hereto as Annexure C) as amended from time to time with the consent of the Shire; or
 - (b) in such other manner as may be approved by both the Shire and the Department of Environment and Conservation at the request of the Applicant.
- (2) In addition and further to the Applicant's covenants pursuant to sub-clause (1), the Applicant agrees and covenants to comply with the design requirements and recommendations specified in the Fernview Regional Waste Management Facility Design and Hydrology Assessment Report dated December 2008, including but not limited to those items specified as "Future Actions" in that report (a copy of which is annexed hereto as Annexure D).

2. Road Upgrading

- (1) Subject to sub-clause (3), the Applicant shall contribute to the upgrading of:
 - (a) the unsealed portion of Wannamal Road West;
 - (b) the junction of Wannamal Road West and Wannamal Road South; and
 - (c) Wannamal Road South,all to the normal standard of a Type 4, 7 metre wide sealed rural road (Road Upgrade), by payment of the Base Contribution specified in clause 3(4) or clause 4(4) as the case may be.
- (2) Subject to sub-clause (5), any applicable statutory borrowing obligations and on the proviso that it does not fetter Council's future loan raising ability for general municipal works, the Shire shall use its best endeavours to obtain a twenty (20) year fixed interest loan for the total cost of the Road Upgrade (Loan), and upon funding of the Loan to the Shire the Applicant shall commence payment of the Community Development Contribution described in clause 3, a portion of which shall be applied by the Shire toward repayment of the Loan, for the lifetime of the Facility.
- (3) In the event the Shire is unable to obtain the Loan as provided in sub-clause (2) the Applicant shall obtain the Loan, and upon funding of the Loan to the Applicant, the Applicant shall pay the Community Development Contribution in accordance with clause 4, for the lifetime of the Facility.
- (4) The roads or portion of roads which are the subject of the Road Upgrade may be varied by further agreement in writing of the parties.
- (5) The total cost of the Road Upgrade shall not exceed the previous cost estimate of \$2,707,213, to be indexed annually from 1 December 2006 in accordance with the Local Government Cost Construction Index until such time as the road is constructed.

3. **Community Development Contribution – Loan Obtained by Shire**

- (1) This clause 3 shall apply and clause 4 shall not apply if the Shire obtains the Loan in accordance with clause 2(2).
- (2) The Applicant shall pay a Community Development Contribution calculated in accordance with this clause (Contribution) into a community development fund established by the Shire in accordance with sub-clause (7) (Fund) for:
 - (a) the life of the Facility; or
 - (b) twenty (20) years,whichever period is the longer in duration.
- (3) The Contribution shall comprise:
 - (a) the Base Contribution calculated in accordance with sub-clause (4); and
 - (b) the Additional Contribution calculated in accordance with sub-clause (5).
- (4) The Base Contribution shall be paid in the first year of the Loan and each year thereafter continuing for the life of the Facility and shall comprise:
 - (a) an annual payment equal in amount to 53% of the principal sum payable in the first year of the Loan ; and
 - (b) an annual payment equal in amount to the total interest payable in the first year of the Loan.
- (5) The Additional Contribution shall comprise an amount of \$0.50 per tonne of waste accepted at the Facility in excess of 100,000 tonnes in any calendar year during the life of the Facility. The parties acknowledge that any waste disposed of free of cost by the Shire pursuant to clause 6 shall not be considered for the purposes of calculating the Additional Contribution.
- (6) The Contribution shall be calculated annually and paid by the Applicant to the Shire within 30 days of the expiration of each calendar year during the life of the Facility.
- (7) Contribution payments made pursuant to this clause shall be deposited into the Fund, which shall be managed in accordance with the following principles:
 - (a) the Fund shall only be utilised for the purpose of:
 - (i) the Road Upgrade including repayment of any interest on the Loan and no more than 53% of the total principal sum of the Loan; and
 - (ii) the development and improvement of community facilities within the district of the Shire;
 - (b) Interest accrued from monies deposited in the Fund shall be retained in the Fund for expenditure in accordance with this sub-clause 7;
 - (c) the parties will appoint a management committee of 3 persons, comprising a representative of each of the Shire, the Applicant and the community within the district of the Shire (Management Committee);

(d) the Management Committee shall from time to time make recommendations to the Council of the Shire as to the manner in which monies from the Fund may be expended; and

(e) the Shire shall have due regard to the recommendations of the Management Committee and the purpose of the Fund as stated in sub-clause (3)(a) in determining the expenditure of monies from the Fund.

4. Community Development Contribution – Loan Obtained by Applicant

(1) This clause 4 shall apply and clause 3 shall not apply if the Shire is unable to obtain the Loan in accordance with clause 2(2) and the Applicant obtains the Loan in accordance with clause 2(3).

(2) The Applicant shall pay a Community Development Contribution calculated in accordance with this clause (Contribution) into a community development fund established by the Shire in accordance with sub-clause (7) (Fund) for:

(a) the life of the Facility; or

(b) twenty (20) years,

whichever period is the longer in duration.

(3) The Contribution shall comprise:

(a) the Base Contribution calculated in accordance with sub-clause (4); and

(b) the Additional Contribution calculated in accordance with sub-clause (5).

(4) The Base Contribution shall be paid in the second year of the Loan and each year thereafter continuing for the life of the Facility and shall comprise:

(a) an annual payment equal in amount to the difference between 53% of the principal sum payable in the first year of the Loan and 53% of the principal sum payable in the current year of the Loan; and

(b) an annual payment equal in amount to the difference between the total interest payable in the first year of the Loan and the total interest payable in the current year of the Loan.

(5) The Additional Contribution shall comprise an amount of \$0.50 per tonne of waste accepted at the Facility in excess of 100,000 tonnes in any calendar year during the life of the Facility. The parties acknowledge that any waste disposed of free of cost by the Shire pursuant to clause 6 shall not be considered for the purposes of calculating the Additional Contribution.

(6) The Contribution shall be calculated annually and paid by the Applicant to the Shire within 30 days of the expiration of each calendar year during the life of the Facility.

(7) Contribution payments made pursuant to this clause shall be deposited into the Fund, which shall be managed in accordance with the following principles:

(a) the Fund shall only be utilised for the purpose of:

the development and improvement of community facilities within the district of the Shire;

- (b) Interest accrued from monies deposited in the Fund shall be retained in the Fund for expenditure in accordance with this sub-clause 7;
 - (c) the parties will appoint a management committee of 3 persons, comprising a representative of each of the Shire, the Applicant and the community within the district of the Shire (Management Committee);
 - (d) the Management Committee shall from time to time make recommendations to the Council of the Shire as to the manner in which monies from the Fund may be expended; and
 - (e) the Shire shall have due regard to the recommendations of the Management Committee and the purpose of the Fund as stated in sub-clause (3)(a) in determining the expenditure of monies from the Fund.
- (8) The Shire shall pay to the Applicant in each year that the Loan remains current, the Shire's proportion of the principal sum of the Loan being 47% of the principal sum payable in the first and successive years of the Loan. The Shire shall pay the Applicant the required proportion of the principal owing within 7 days of the instalment on the Loan being due.
- (9) For the sake of clarity, the parties acknowledge that the Applicant shall be liable for payment of:
- (a) 53% of the principal sum of the Loan in the first and successive years of the Loan; and
 - (b) all interest payable for the life of the Loan.

5. Transport Routes

- (1) The Applicant shall use its best endeavours to require any waste trucks travelling to or from the Facility to:
- (a) only travel via the Brand Highway, Wannamal Road West and Wannamal Road South (Approved Transport Routes); and
 - (b) without detracting from the generality of paragraph (a), not use Cheriton Road, Moollabeenee Road or Cullalla Road in travelling to or from the Facility.

The Applicant shall not admit to the Facility any waste truck which it believes, or is reliably informed by the Shire, has travelled to or from the Facility otherwise than in accordance with paragraph (a) or (b) above.

- (2) Notwithstanding sub-clause (1), waste trucks travelling to and from the Facility may utilise, with the consent of the Shire which shall not be unreasonably withheld, Wannamal Road South and the proposed Boonanarring Road route to the Brand Highway, should that route become available in the future.

6. Disposal of Waste by Shire

- (1) The Shire shall be entitled to dispose of waste free of cost in accordance with sub-clause (2) or sub-clause (3), as the case may be at the Facility provided that:
 - (a) the waste shall only consist of Class II Municipal Kerbside Collections and Domestic Green Waste Special Kerbside Collections and shall not include any commercial, construction or demolition waste whether collected by the Shire or other persons;
 - (b) the waste is disposed of at the Facility directly by the Shire or its contractors and not by residents or ratepayers of the Shire; and
 - (c) the Applicant reserves the right at all times to refuse to accept any waste from the Shire which in the reasonable opinion of the site manager of the Facility does not comply with this sub-clause (1) or Class II (Putrescible Landfill) waste.
- (2) Where the Loan required for the Road Upgrade is obtained by the Shire, the Shire shall be entitled to dispose of waste free of cost (excluding any government charges or fees) in accordance with the following sub-clauses (2)(a) and (2)(b):
 - (a) In the first year of the Facility's operation the volume of waste disposed does not exceed 3,000 tonnes; and
 - (b) In each subsequent year of the Facility's operation the volume of waste permitted to be disposed shall be increased annually at a rate of 2% per annum of the total annual volume of waste disposed in excess of 100,000 tonnes. The parties acknowledge that any waste disposed of free of cost by the Shire pursuant to this clause shall not be considered for the purposes of calculating the annual increase under this sub-clause.
- (3) Where the Loan required for the Road Upgrade is obtained by the Applicant, the Shire shall be entitled to dispose of waste free of cost (excluding any government charges or fees) in accordance with the following sub-clauses 3(a), 3(b), (3)(c) and 3(d):
 - (a) In the first five years of the Facility's operation the volume of waste disposed does not exceed 1,500 tonnes per annum;
 - (b) In years six to ten inclusive of the Facility's operation the volume of waste disposed does not exceed 2,500 tonnes per annum;
 - (c) In year eleven of the Facility's operation the volume of waste disposed does not exceed 3,000 tonnes per annum; and
 - (d) In each subsequent year after year eleven of the Facility's operation the volume of waste permitted to be disposed shall be increased annually from 3,000 tonnes per annum at a rate of 2% per annum of the total annual volume of waste disposed in excess of 100,000 tonnes, compounded annually. The parties acknowledge that any waste disposed of free of cost by the Shire pursuant to this clause shall not be considered for the purposes of calculating the annual increase under this sub-clause.
- (4) Where waste disposed by the Shire at the Facility exceeds the volumes stipulated in sub-clauses (2) or (3) as the case may be, the Shire shall be liable to pay the normal gate price applicable to disposal of waste in the Facility in respect of such excess waste (**Excess Waste Charges**);

(5) The Excess Waste Charges will be aggregated quarterly and billed annually to the Shire following the end of each calendar year.

(6) The Applicant shall provide to the Shire on request copies of any records used to calculate the Excess Waste Charges.

7. Restriction of Use

(1) The Applicant or the Owners shall not upgrade or seek approval to upgrade the Facility beyond a Class II (Putrescible Landfill) waste facility, whether to a Class III (Putrescible Landfill), Class IV (Secure Landfill) or Class V (Intractable Landfill) waste facility, as defined in the document entitled "Landfill Waste Classification and Waste Definitions 1996 (As amended)" published by the Western Australian Department of Conservation, as amended from time to time.

(2) The Shire acknowledges that it is the intention of the Applicant to seek the approval of the Shire, the Environmental Protection Authority and the Department of Conservation for a bioreactor licence in the future to enable the Applicant to recover and re-process placed waste and that it is not the intention of sub-clause (1) to in any way limit or fetter the Applicant's intention to seek and obtain the bioreactor licence.

8. Amendment of Facility design to include buffer

The Applicant agrees to amend the final design of the Facility so as to include a minimum 500 metre buffer between the outside edge of the landfill area and the boundary of the Land, and will implement that buffer in relation to the Facility for so long as this Deed continues in effect.

9. Scheme Amendment

Subject to clause 10, the parties acknowledge that the Applicant will prepare and submit to the Shire an application for amendment of the Scheme (Scheme Amendment) so as to zone the Land "Special Use", and the more particular purposes and conditions specified in relation to such "Special Use" zoning shall:

- (a) be as generally outlined in the Report; and
- (a) specify that the remaining portion of the Land not utilised for the Facility may continue to be used for general rural purposes as though it was zoned Rural under the Scheme; and
- (b) require a 500 metre buffer in accordance with clause 7 of this Agreement, which buffer shall be depicted on the Scheme amendment map.

10. Deed not to fetter consideration of submissions or final adoption

The parties agree that the entry of the Shire into this Deed shall not fetter the Shire's consideration of any submissions received in connection with the advertising of the Scheme Amendment nor its determination as to whether to proceed with the adoption of the Scheme Amendment.

11. Termination of Deed

The parties agree that in the event:

- (a) the responsible Minister refuses to consent to the advertisement of the Scheme Amendment;

- (b) the Shire after consideration of submissions received in relation to the Scheme Amendment, resolves not to proceed with the Scheme Amendment; or
- (c) the responsible Minister refuses to approve the Scheme Amendment,

this Deed (with the exception of clause 17 which shall continue to apply) shall be at an end and of no further force or effect and the Owners shall be entitled to receive on written request from the Shire at their cost a withdrawal of any caveat lodged pursuant to this Deed.

12. No Disposal

(1) The Owners shall not consent to the Applicant:

- (a) assigning its leasehold interest in that portion of the Land upon which the Facility is to be situated (Facility Site); or
- (b) sub-letting or otherwise parting with possession of the Facility Site,

without the prior written consent of the Shire, which consent the Shire will not withhold if the Applicant is not in default of any of its obligations under this Deed and the person to whom any such right or interest in the Facility Site 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 Applicant contained in this Deed so as 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 Applicant.

(2) The Owners covenant and agree that they will not sell, transfer, assign, mortgage, lease, charge or otherwise dispose of or encumber the Land or any part or interest therein to any person without the prior written consent of the Shire, which consent the Shire will not withhold if the Owners are not in default of any of their obligations under this Deed and the person to whom any such right or interest in the Land 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 Owners contained in this Deed so as 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 Owners.

13. Charge and Caveat

The Owners hereby charge the Land in favour of the Shire with the performance of its obligations as set out in clause 12 of this Deed and for the purpose of securing the same authorise the Shire to lodge an absolute caveat at Landgate against the Certificate of Title to the Land in order to protect the rights and interests of Shire under this Deed.

14. Withdrawal of Caveat

Subject to there being no subsisting or unremedied breach of any provision of this Deed and subject to the Applicant and the Owners complying with clause 12 hereof the Shire agrees that on receipt of a written request from the Applicant or the Owners it shall provide to the Applicant or the Owners as the case may be at the Applicant's cost in registrable form a duly executed withdrawal of any Caveat lodged by the Shire pursuant to this Deed to enable registration of any transfer lease assignment or mortgage document, provided that the Shire is entitled to re-lodge its caveat after the registration of such transfer lease assignment or mortgage.

15. Bank Guarantee

- (1) Prior to the Shire making formal application to obtain the Loan the Applicant must give to the Shire an unconditional and irrevocable undertaking ("Guarantee") from a bank or financial institution authorised to carry on banking in Australia under the Banking Act 1959 in the terms provided in subclauses (2) to (6) of this clause 15.
- (2) The Guarantee will authorise the Shire to draw on the money guaranteed if any portion of the Contribution payable pursuant to clause 3 remains unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Applicant.
- (3) The Guarantee must be in favour of the Shire and in a form that is reasonably satisfactory to the Shire.
- (4) The Guarantee must be enforceable at all times during the life of the Facility.
- (5) The Guarantee shall be maintained during the life of Facility in an amount equal to or greater than the current outstanding principal sum of the Loan plus the total interest payable on the outstanding principal sum over the remaining term of the Loan.
- (6) Any costs associated with meeting this obligation will be paid by the Applicant.
- (7) This clause 15 shall not apply in the event the Applicant obtains the Loan and the Shire does not.

16. Dispute Resolution

- (1) If a dispute of any kind arises between the parties in respect of the arrangements contemplated by this agreement, and one party requires it to be resolved, that party must promptly give the other party written notice identifying, and giving details of, the dispute.
- (2) Within 14 days of a party receiving the notice referred to in sub-clause (1), the parties nominated representatives must meet and attempt to resolve the dispute.
- (3) If, within 14 days of the meeting referred to under sub-clause (2), the dispute is not resolved the parties may agree to arbitrate or adopt an alternative dispute resolution process to resolve the dispute, or may separately pursue their rights at law.

17. Costs

The costs, including the Shire's solicitors' costs, of and incidental to the preparation, execution and stamping of this Deed, all duty payable hereon and the cost of preparing and lodging any Caveat (and any withdrawal or replacement thereof) shall be borne by the Applicant. The parties acknowledge that the Applicant shall remain liable to pay costs in accordance with this clause notwithstanding termination of the Deed pursuant to clause 11.

18. Interpretation and Construction

- (1) Unless expressed to the contrary:
 - (a) words importing:
 - (i) the singular include the plural and vice versa;

- (ii) any gender includes the other genders;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes its legal personal representatives, successors and assigns;
 - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations amendments re-enactments or replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power.
- (2) Headings are included for reference only and do not affect the interpretation of the Deed.
- (3) Schedules and Annexures form part of the Deed.

SIMON D FRASER
CHIEF EXECUTIVE OFFICER
SHIRE OF GINGIN

Executed by the parties as a Deed on the 16TH day of OCTOBER 2009

Executed by Veolia Environmental Services)
(Australia) Pty Ltd (ACN 051 316 584))
pursuant to Section 127 of the Corporations)
Act:

DOUGLAS THOMAS DEAN
Name of Director
REGINALD WILLIAM WALLIS
SECRETARY
Name of Director/Secretary



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

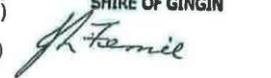
[Signature]
SHIRE PRESIDENT
[Signature]
CHIEF EXECUTIVE OFFICER



SIMON DONALD FRASER
(Print Full Name)
SIMON D FRASER
CHIEF EXECUTIVE OFFICER
SHIRE OF GINGIN

SIGNED by the said John Leslie Fernie)
in the presence of:)

Witness sign: [Signature] JP (S169)
Print name: MERYL R. NOLAN
Address: 4 BARLEE STREET
GINGIN WA 6523
Occupation: JUSTICE OF THE PEACE



SIGNED by the said Margaret Gloria)
Fernie in the presence of:)

Witness sign: [Signature] JP (S169)
Print name: MERYL R. NOLAN
Address: 11 BARLEE STREET
GINGIN WA 6523
Occupation: JUSTICE OF THE PEACE



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11.3.2 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED STORAGE SHED ON LOT 435 (35) WALKER AVENUE, LANCELIN

File:	BLD/6833	
Applicant:	Hemsley Planning Pty Ltd	
Location:	Lot 435 (35) Walker Avenue, Lancelin	
Owner:	Anita Scaddan and Kim Scaddan	
Zoning:	Special Use 2	
WAPC:	WAPC ref - 146764	
Author:	Matthew Tallon – Statutory Planning Officer	
Reporting Officer:	Bob Kelly – Executive Manager Regulatory & Development Services	
Report Date:	19 January 2021	
Refer:	15 August 2017	Item 11.3.2
	20 August 2019	Item 11.3.2
	15 September 2020	Item 11.3.6
Appendices:	1. Location Plan and Applicant's Proposal	
	2. Approved Outline Development Plan	

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed storage shed at Lot 435 (35) Walker Avenue, Lancelin.

BACKGROUND

The subject property is 4.5 hectares in area and is located on the eastern side of Walker Avenue at the entrance to the Lancelin townsite. At the Ordinary Meetings of Council held on 15 August 2017 and 20 August 2019, Council resolved to approve storage sheds on future lots as detailed on an Outline Development Plan (ODP) on the subject site. Subsequently, at the Ordinary Meeting of Council dated 19 September 2020 an application for a Change of Use within one of the sheds for a Container Deposit Recycling Centre was also considered. All items identify issues with the industrial development commencing prior to the implementation of the ODP as each 'future lot' is not sufficiently serviced as is intended via the zoning and structure plan.

With the above in mind, the landowner has sought the development of storage sheds as they do not require reticulated water and effluent disposal services. The applicant has expressed the intentions to undertake the development in this manner to await market demand for Mixed Business lots and fund the capital works required to clear subdivision conditions. This however would not form grounds for considering development on future lots as depicted on the ODP.

The proposed storage shed is 32m in length and 15m in width equating to an area of 480m² and consists of colourbond sheeted walls. The proposed wall height is 5 metres with an overall height of 6.7 metres.

The proponent has advised that the goods and materials intended to be stored consist predominantly of boats, caravans, heavy machinery and trucks. No staff are proposed to be permanently based onsite, with the storage use involving a long term agreement that is negotiated offsite.

Council consideration is required given the site is zoned 'Special Use 2' under Local Planning Scheme No. 9 (LPS 9) and the endorsed ODP which forms the basis for subdivision and development on the subject lot has not been implemented to date.

A location plan and a copy of the applicant's proposal are attached as **Appendix 1**.

A copy of the approved Outline Development Plan is attached for reference as **Appendix 2**.

COMMENT

Stakeholder Consultation

The application was not advertised to adjoining landowners and the general public as the initial stages of the Scheme Amendment and Structure Plan determining the use of the site for Mixed Business zoned development entailed in depth consultation in its initial stages, as did the preceding development applications. For this reason, the assessing officer did not seek comments via public consultation.

The Department of Planning, Lands and Heritage (DPLH) was contacted with respect to the irregularity of the proposal. Concerns were raised with respect to servicing and future change of use, however the DPLH advised that the matters can be dealt with via future development approvals and compliance with the landowner subsequently being required to formalize the ODP via subdivision. The proposal can therefore be supported at the discretion of Council.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9)

The subject land is zoned Special Use 2 (SU2) under LPS 9. The zoning came about as a result of a Scheme Amendment (No. 92) to the superseded Town Planning Scheme No. 8. The property was formerly zoned 'Local Scheme Reserve – Parks and Recreation' and was subsequently amended to be zoned 'Special Use – Industrial/Mixed Business' and is acknowledged within 'Schedule 4 – Special Use Zones' of LPS 9. The special use objectives are outlined as follows:

'Composite area consisting of mixed business and industrial uses'.

Accordingly, the objectives that best relate to the zoning are that of the Mixed Business zone which are listed below:

- a) *accommodate commercial activities which, because of the nature of the business, require good vehicular access and/or large sites;*

- b) *provide for a wide range of light and service industries, wholesale sales, showrooms, trade and services which, by reason of their scale, character, operational or land requirements, are not generally appropriate in, or cannot conveniently or economically be accommodated in, the central area, shops and offices or industrial zones;*
- c) *allow for commercial and light industrial uses that are compatible with nearby uses;*
- d) *provide for the efficient and safe movement and parking of vehicles;*
- e) *encourage new development that will enable future adaptation and re-use, and will enhance the visual amenity of the area; and*
- f) *ensure that where any development adjoins zoned or developed residential properties, such development is suitably set back, screened or otherwise treated so as not to detract from the residential amenity.*

As part of Amendment No. 92 there was a requirement for a 'structure plan' which was subsequently represented via an Outline Development Plan (ODP). The ODP is to be endorsed by the Western Australian Planning Commission (WAPC) as the basis for approval of any subdivision application over the parent lot. The WAPC endorsed an ODP outlining 19 Industrial/Mixed Business lots of 1500m² and above on 20 October 2009. Scheme Amendment 92 also outlined permissible uses on the proposed lots. The conditions specific to SU2 are outlined below:

1. *Permissible uses on lots that either abut, or are visible from, Walker Avenue are:*
 - *Car wash*
 - *Dry cleaning Premises*
 - *Garden Centre*
 - *Laundromat*
 - *Service Industry*
 - *Showroom*
 - *Trade Display*
 - *Vehicle Hire and Sales*
 - *Market*
 - *Veterinary Establishment*
 - *Shop*

These uses shall be subject to the 'P' requirements of the Scheme except for 'Market' and 'Veterinary Establishment', which shall be subject to the 'AA' requirements of the Scheme and 'Shop', which shall be subject to the 'IP' requirements of the Scheme. No other uses are permitted.

2. *Permissible uses on all other lots not referred to in Condition 1 above shall be as per the General Industry zone of the Scheme.*
3. *Subdivision shall be in accordance with a WAPC endorsed Structure Plan.*
4. *The facades of any service industry buildings on lots that abut, or are visible from, Walker Avenue are to be of masonry construction.*

5. *Other than those buildings requiring a masonry façade, industrial buildings are to be constructed using Colourbond (or similar) materials for all external walls. No zincalume is permitted.*
6. *Use of land forward of the building line will comprise of car parking and landscaping only, unless otherwise approved by local government.*

As the subject future lot is not fronting Walker Avenue, condition 2 applies to the land use permissibility of this portion of the ODP. As such, LPS 9 outlines that storage is a 'P' - Permitted' use within the general industry zone and is defined as:

"Premises used for the storage of goods, equipment, plant or materials".

The following site specific development standards apply to the General Industry zone, however the provisions of the ODP still apply.

Table 2 – Site Requirements						
Zone	Minimum Setback			Maximum Plot Ratio	Maximum Site Coverage	Minimum Landscaping
	Front	Side	Rear			
General Industry	Permitted: 10m	Permitted: Nil.	Permitted: 6.0m	Permitted: 0.5	Permitted: 75%	5% of site area – landscaping required along street frontage Provided: refer previous report.
	Provided: 13.5m	Provided: 11.5m	Provided: 10.4	Provided: <0.5	Provided: 23.6%	
	Complies	Complies	Complies	Complies	Complies	

Parking

'Table 3 – Parking Requirements' under LPS 9 designates the amount of parking required for the proposed land use based on the gross leasable area of the development. In this instance the land use 'storage' is not identified within Table 3 - Parking Requirements. As such clause 4.7.2.5 is applicable, which states:

"Where there is a use of land referred to in the Zoning Table (Table 1) for which no provision is made in respect of car parking spaces in Table 3, the car parking spaces required for that use of land shall be as determined by local government."

The parking ratio that has been applied is 1 bay per 100m² of gross leasable area, as per the 'warehouse' land use under Table 3, which Administration considers to be of a similar nature to that of storage. The total amount of leasable area is 480m², therefore 4.8 (5) car bays are required in order to satisfy LPS 9. The proposed development provides parking for seven vehicles.

Clause 4.7.2.1 delivers provisions for parking and access for loading and unloading of vehicles with an extract of the applicable points for mixed business zoned land outlined below:

- “(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;*
- (iv) External servicing areas shall be established and maintained to the satisfaction of the local government.”*

The loading/unloading of goods or materials will occur within the storage shed and therefore a dedicated area external is unnecessary. In the event that the proposed use class changes in the future, appropriate line marking can be undertaken at the time if it is deemed that a dedicated loading/unloading bay is necessary. The remaining provisions in relation to servicing are deemed to be satisfied.

The general development standards outlined in LPS 9 for the mixed business/industrial zone require all developments to provide at least one refuse storage area readily accessible to service vehicles and screened from view from a public street by a closed fence, wall or screen landscaping no less than 1.8 metres in height. The proposed land use will not generate waste and therefore the requirement for a refuse storage area is not considered to be necessary. Any future change of use development applications can address the provision of a refuse storage area if required.

The vehicle parking bays and reversing area comply with Australian Standard (AS) 2890.1 which requires a 5.8m reversing aisle width and 5.5 metre car bay.

Planning and Development (Local Planning Scheme) Regulations 2015 (Deemed Provisions)

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matters are considered to be relevant:

- b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving;*

The most recent proposal on the subject site was for a change of use for a ‘Container Deposit Recycling Centre’ to operate under the Containers for Change recycling program driven by Western Australia Return Recycle Renew Ltd (WARRL). While the zoning is suitable for this use, which includes a light industrial activity and high customer turnover component, the lack of infrastructure in place to allow the activity to occur sufficiently and in accordance with the Planning Framework was problematic.

This development resulted in a time limited approval given the number of issues and provides an example to Council and Administration highlighting the importance of orderly and proper planning to be undertaken in accordance with the ODP which should be implemented via subdivision to remove future issues. Should any further change of use be sought in any of the existing and proposed storage shed(s) the developer will incur multiple issues under planning, building and health requirements.

As the ongoing storage shed development raises such concerns with respect to orderly and proper planning, the officer notes that it is unlikely that any further proposals will be supported until such time as the ODP is implemented via a cleared subdivision approval.

Following the development of this proposal, should the ODP never eventuate via subdivision the site will comprise of three oversize storage sheds (15 individual units) servicing the private and commercial storage needs of customers in and around Lancelin.

(h) *any structure plan, activity centre plan or local development plan that relates to the development;*

Condition 4 of SU2 requires lots that abut or are visible from Walker Avenue are to be of masonry construction. The western portion of the site is to remain vacant, with the intention being to develop and/or subdivide at a later stage. The outbuilding will be constructed from Colorbond, satisfying Condition 2 of SU2 as future Lot 4 is not considered to front Walker Avenue and, although it will be visible from the street frontage in the short term. Once the ODP is implemented and development occurs on the lots fronting Walker Avenue, the development will not be visible from Walker Avenue. The initial development approval for a Storage Shed included a Landscaping Plan to be prepared, endorsed and implemented in order to screen the building(s) from view off Walker Avenue. The screening is currently establishing at a reasonable rate and has demonstrated an effective outcome to date.

The applicants are aware from previous approvals that if the development prejudices the ODP in any way, the WAPC may request an amended ODP to be prepared prior to any future subdivision works.

As previously noted above, the ODP outlines the lot and access arrangements which apply to SU2 and a subdivision approval will require levels of servicing in accordance with State Policies. A subdivision approval will require the provision of the following as a summary; roads, drainage, deep sewer connection, fire management, fencing, street lighting, water supply and electricity supply. The ODP informs these requirements under a subdivision and accordingly outline the sufficient structural and servicing requirements to accommodate industrial development on the subject site. Without this level of servicing, the SU2 zoning is not technically applicable to the intended extent of permitted and discretionary land uses.

The officer is aware that although the proposal is simply for a storage shed there is a provision under the *Planning and Development Regulations 2015 (deemed provisions)* to exempt development approval for a change of use for a 'P' (permitted) use under the Scheme and when that change of use has no works component.

However, in order to facilitate a change of use to a tenement style unit arrangement for 'light – industry' for instance; the proposal would require Development Approval given the works associated to meet the relevant development standards for the zoning. As such the assessing officer is satisfied that any future change of use would require a Planning Assessment for shortfalls to parking and amenities for example.

In summary, any development including industrial workshops or light industrial businesses/tenements will not be supported until such a time as a subdivision is finalised via the clearing of conditions imposed by the WAPC.

State Planning Policy 3.7 – Planning in Bushfire Prone Areas

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being bushfire prone. Under guidance from the Western Australian Planning Commission (WAPC) Planning Bulletin 111/2016, given the structure is not typically occupied for extended periods or increase the bushfire threat to the site there is no practicable reason to require a BAL Assessment.

The ODP includes a requirement for a Fire Management Plan and at such time as changes of use pertaining a habitable component occur within existing structures; BAL assessments will be undertaken to attain suitable bushfire mitigation.

Further Comments

It is noted that the earlier approval issued by the Shire required installation of a crossover from Walker Avenue which has now been completed. It is not practical to duplicate this requirement as part of this application, however the internal access should be adequately connected to the proposed storage shed/hardstand.

The overall intention of the ODP is not being varied via the fragmented development of storage sheds without implementing the subdivision, however in a continued and ongoing manner the development of the site is not in accordance with the general statutory processes by which a mixed business area is to be established. The approach can therefore be considered to not be orderly and proper. This development is the third storage shed on a future lot as depicted on the ODP without any of the subdivision works commencing. This report identifies and acknowledges that the orderly and proper planning of the subject site is through the implementation of the ODP via a subdivision approval; however, the land use for storage requires minimal servicing and as such can operate onsite without requiring the services generally established within an industrial estate.

The ongoing development of future lots does not represent orderly and proper planning as the development (as previously noted) is navigating the planning framework contrary to standard statutory procedure. This is likely to result in issues under the ODP and the Building Code of Australia at the time that subdivision is sought and change of uses to the existing structures/units are proposed. As such, the officer advises that the Planning Department will not be supporting any further development (regardless of use) prior to subdivision of the subject site in accordance with the ODP. This is formally offered as an advice note within the officer's recommendation.

Summary

With the above assessment in mind, Administration is of the view that the proposed storage shed development and use can be accommodated on the subject lot without prejudicing the future implementation of the ODP. The use is consistent with the provisions under SU2 and the intent of the ODP for industrial development in the Lancelin town-site. Although the preceding report questions the orderly and proper planning of the site, the use is appropriate and can be serviced by existing infrastructure and access. However, a clear position has been formed within this report that any further proposals prior to subdivision will not be recommended for approval.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Planning Scheme No. 9
Schedule 4 – Special Use zones

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

<i>Focus Area</i>	<i>Built Environment</i>
<i>Objective</i>	<i>3. To effectively manage growth and provide for community</i>
<i>Outcome</i>	<i>3.2 Plan for future development</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Peczka

SECONDED: Councillor Court

That Council grant Development Approval for a storage shed and hardstand on Lot 435 (35) Walker Avenue, 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 amendments marked in RED) unless conditioned otherwise by this approval;**
- 2. This Approval is for a storage shed and hardstand only;**

3. **Goods and materials associated with the development, must not be stored within areas dedicated to parking, vehicle manoeuvring and access driveways to the satisfaction of the Shire of Gingin;**
4. **The operating hours of the approved use are to be between 7.00am and 7.00pm.**
5. **Prior to the occupation of the development, the internal access road serviced by the existing crossover must service the hardstand to the satisfaction of the Shire of Gingin;**
6. **Prior to occupation of the development, vehicle parking and manoeuvring areas shall be sealed, drained and line marked in accordance with AS 2890 (as amended) in the location outlined on the approved plans. At least one shared access vehicle parking bay shall be provided in accordance with AS 2890 (as amended) and maintained in good condition thereafter; and**
7. **Stormwater runoff from all roofed and hardstand areas shall be collected and contained onsite.**

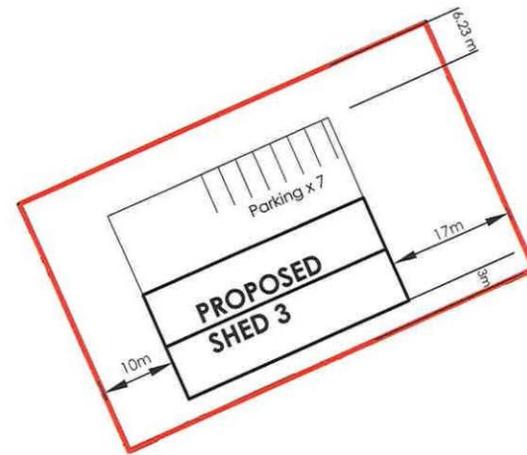
Advice Notes

- Note 1: If you are aggrieved by the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*;**
- Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect;**
- Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained;**
- Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin;**
- Note 5: This approval is not a building permit or an approval under any law other than the *Planning and Development Act 2005*. It is the responsibility of the applicant/owner to obtain any other necessary approvals, consents and/or licences required under any other law, and to commence and carry out development in accordance with all relevant laws;**
- Note 6: The operation will be required to comply with the *Environmental Protection (Noise) Regulations 1997*;**
- Note 7: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property;**

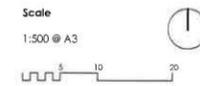
- Note 8:** If the development jeopardises the approved Outline Development Plan (ODP) dated 30 October 2009, then the applicant/owner may be required to prepare a new ODP;
- Note 9:** No signage is permitted as part of this application. Any future signage is required to receive the appropriate approvals issued by the Shire prior to erection;
- Note 10:** This approval does not authorise any interference with dividing fences, or 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 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; and
- Note 12:** Please be advised that in order to satisfy the relevant considerations of orderly and proper planning, the approved Outline Development Plan is to be implemented prior to further development on the property being supported by the Shire.
- Note 13:** Please be advised that the property may attract Differential Rating for the commercial use in accordance with Council Policy 3.16 Rates Concession for Split Use Differential UV Intensive/UV General Properties;

CARRIED UNANIMOUSLY

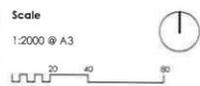
APPENDIX 1



INSET SITE PLAN
CHILD LOT SETBACKS
10m rear setback
17m front setback
3m south side setback
-6.23m (balance) north side set back



Project
PROPOSED SHED
No. 35 (Lot 435) Walker Avenue
Lancelin
Shire of Gingin



www.hplanning.com.au
168 Stirling Highway Nedlands WA

**PROPOSED
SITE PLAN**

Job No.
J000641

Revision
1A
11/09/2020



Attention: Planning
The CEO
Shire of Gingin
7 Brockman Street
GINGIN WA 6503



ACN 619 383 407
168 Stirling Highway
Nedlands WA 6009
info@hplanning.com.au

Friday, 11 September 2020

Development Application Cover Letter | No. 35 (Lot 435) Walker Avenue, Lancelin

Dear Sir

Hemsley Planning represents Raymond Kim (preferred name) Scaddan and Anita Scaddan, the registered proprietors and proponent of the proposed development of No. 35 (Lot 435) Walker Avenue, Lancelin, henceforth known as the 'subject site.'

Our client seeks Development Approval for a Storage Shed, identical in size (480m²), dimensions and appearance to the two (2) sheds existing presently completed on the subject site.

In respect to the above, please find enclosed:

1. A copy of the Certificate of Title and Survey Plan applicable to the subject site.
2. Shire's Development Application Form and Checklist, signed by applicant and owner.
3. Site plan, floor plan, and elevations detailing the proposed development.

With respect to payment of the applicable application fee, please see credit card details included as part of the DA form.

Subject Site

The subject site is 4.5 hectares in area, is topographically flat and is located on the eastern side of Walker Avenue at the entrance to the Lancelin townsite. The site is legally described as:

Lot 435 on Deposited Plan 172382 Certificate of Title Volume 91 Folio 53A

Existing Improvements

The subject site currently contains the following:

- Two (2) x Storage Sheds each with a floor area of 480m²;
- 14 car parking bays; and
- Appurtenant hardstand areas.

Proposed Development & Land Use

Development

Works proposed are in essence identical to Shed 2 as identified on the site plan, however orientated differently to correspond to the approved ODP configuration with the development being positioned on 'Child Lot 8'. The Storage Shed will have a floor area of 480m² with matching dimensions and appearance to the two (2) buildings existing presently completed on the subject site on Child Lots 3 and 4.

The Development Application also includes a hardstand and vehicle parking and maneuvering area to the north of the proposal. This area will provide seven (7) AS2890.1 compliant car parking bays.

Use

Goods and materials are intended to be stored in the proposed Storage Shed. These will consist predominantly of boats, caravans, heavy machinery and trucks. No staff are proposed to be permanently based onsite, with the storage use involving a long-term agreement that is negotiated offsite.

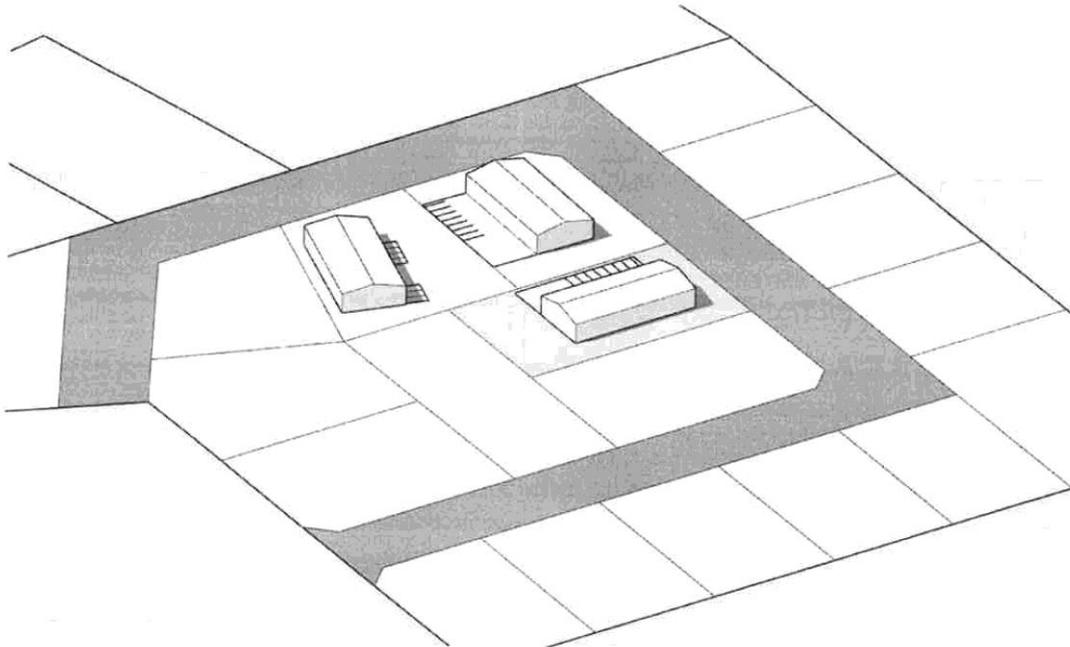


Figure 1 Elevated perspective of proposed building relative to adjoining buildings and the endorsed ODP.

Outline Development Plan

Outline Development Plan (ODP) Lot 435 Walker Avenue, Lancelin was endorsed in December 2009. The approved configuration informs the placement of the proposed building and any future building so as to prevent conflict with subsequent applications for individual lot titles. Development is proposed on Child Lot 8 and identified in the figure below.



Figure 2 Outline Development Plan (ODP) Lot 435 Walker Avenue, Lancelin (extract).

Scheme Zoning

Pursuant to the Shire's Town Planning Scheme No. 9 ('TPS 9'), the Site is zoned 'Special Use 2' ('SU2'). As outlined within Schedule 4 of TPS 9 SU2 is described as composite area consisting of mixed business and industrial uses.

SU2 is subject to the following conditions:

Permissible uses on lots that either abut, or are visible from, Walker Avenue are:

- Car wash
- Dry cleaning Premises
- Garden Centre
- Laundromat
- Service Industry;
- Showroom Trade Display;
- Vehicle Hire and Sales
- Market
- Veterinary Establishment
- Shop

These uses shall be subject to the 'P' requirements of the Scheme except for 'Market' and Veterinary Establishment', which shall be subject to the 'AA' requirements of the Scheme and "Shop", which shall be subject to the 'IP' requirements of the Scheme.

No other uses are permitted.

- *Permissible uses on all other lots not referred to in Condition 1 above shall be as per the General Industry zone of the Scheme.*
- *Subdivision shall be in accordance with a WAPC endorsed Structure Plan.*
- *The facades of any service industry buildings on lots that abut, or are visible from, Walker Avenue are to be of masonry construction.*
- *Other than those buildings requiring a masonry façade, industrial buildings are to be constructed using Colourbond (or similar) materials for all external walls. No zincalume is permitted.*
- *Use of land forward of the building line will comprise of car parking and landscaping only, unless otherwise approved by local government.*

LPS 9 outlines that Storage is a 'P' - Permitted' use within the general industry zone and is defined as: "Premises used for the storage of goods, equipment, plant or materials".

We submit the proposed development is consistent with the provisions of Local Planning Scheme No. 9 and is accordingly tendered for the City consideration and approval.

Should clarification on any aspects of this matter, please do not hesitate to contact myself on 0415 337 100, or by email at alex@hplanning.com.au.

Kind regards



Alex Hemsley

Director | Principal Planner

Attention: Matthew Tallon – Statutory Planning Officer
The CEO
Shire of Gingin
7 Brockman Street
GINGIN WA 6503



ACN 619 383 407
168 Stirling Highway
Nedlands WA 6009
info@hplanning.com.au

Tuesday, 24 November 2020

Development Application - Further Information | No. 35 (Lot 435) Walker Avenue, Lancelin

Dear Sir

Hemsley Planning acts Raymond Kim (preferred name) Scaddan and Anita Scaddan, the registered proprietors and proponent of the proposed development of No. 35 (Lot 435) Walker Avenue, Lancelin, henceforth known as the 'subject site.' Consistent with the two previous approvals granted by the Shire, our client seeks Development Approval for third Storage Shed, identical in size (480m²), dimensions and appearance to the two (2) sheds existing presently completed on the subject site.

Further to a meeting at the Shire with the Shire's planning staff, we were invited to submit additional information which gives context to current, and clarity with respect to future intentions for the subject site and the proposed works.

Orderly and Proper Planning

The term 'orderly and proper planning' is used as the benchmark for the exercise of discretion by decision-makers. Whilst not formally defined in Western Australian legislation the term is interpreted that to be 'orderly and proper' the exercise of a discretion within the planning context should be conducted in an orderly way - that is, in a way which is disciplined, methodical, logical and systematic, and which is not haphazard or capricious.

'Consistency of decision-making' strikes at the heart of principles of orderly and proper planning and must be a fundamental objective of those who make administrative decisions. Inconsistency has the potential of bringing the decision-making process into disrepute because it suggests that the decision is arbitrary, rather than one made in accordance with a disciplined approach reflecting the commonly accepted notions of justice.

Subject to appropriate conditions of approval being placed on the proposed, consistent with previous approvals issued, we are firmly of the opinion that other existing legislative measures (in particular environmental health laws) applicable in the State are sufficient to ensure that issuing Development Approval would be 'orderly and proper.' This statement is supported by the following relevant information.

Consistency with Outline Development Plan (ODP)

The proposal and the two (2) existing buildings correspond to the approved ODP lot configuration with the development being positioned on 'Child Lot 8'. All existing buildings are satisfactorily setback from the future lot boundaries. Approval of the subject site will not prejudice the intent and implementation of the ODP when it becomes economical viable to pursue.

Supply and Demand

By virtue of the fact that the proposed space is already pre-leased for boat storage is testament to the existing need for boat storage in the Lancelin townsite. The Shire acknowledges in our meeting the ongoing conflict between ratepayers desires to construct secure recreational boat storage facilities on their residential properties. We are aware of 'creative' but visually unattractive built form outcomes in the townsite which exist in pursuit of this desire under the deemed to comply framework. The proposed storage shed will provide a legitimate alternative to this market need and supports the strategic economic objectives to promote tourism in the townsite.



Figure 1 Example of deemed to comply boat storage dwellings in the townsite.

Servicing and Sewerage

The primary barrier to subdividing (individually titling) the subject site in accordance with the approved ODP is the economic viability in servicing the future individual allotment, which would be required as a condition of subdivision approval. The greatest cost would involve the provision of a reticulated sewerage connection which would have a run of approximately 390m. The stagnant population presently limits the demand for fully serviced industrial lots, the sale price a small number of individual lot would not be sufficient to cover the upfront capital investment required to clear subdivision conditions.



Figure 2 Current sewer provision in the townsite. Blue denotes distance of new connection required.

As a land use, 'Storage' represents an ideal use as it is of low intensity, does not generate high volumes of traffic and does not require effluent disposal under the class BCA classification.

The Shire has expressed concern that a Permitted 'P' land use could subsequently occupy the constructed premises without a Change of Use planning application being required. In response we submit that both legislative and practical market-driven mechanisms exist which would prevent those more intensive and 'feared' land use related businesses operating. Any land use other than Storage would trigger a change in building classification (building approval required) and would also require a toilet and other disability accessible features.

Given the abundant supply of industrial tenancies in the townsite with latrine facilities, and as demonstrated by the immediate intended relocation of the Container Deposit tenant recently approved on the site, we are of the view that there should be little concern held by the Shire.

Also relevant is the Local Planning Scheme No. 9 (LPS9) provision's guiding parking supply in table 3. As Storage is a low intensity use, any other use which the Shire fears could be pursued without the requirement for planning approval would come unstuck in that a development application would be required to construct the additional carparking bays as nominated in LPS9. It would be at this point that the Shire would be within its rights to refuse a change of use.

The subject site is presently serviced by an electricity connection however there is no capacity for more than one more shed as proposed.

Viability as a Relevant Consideration

Clause 67 of the deemed provisions provides a comprehensive and exhaustive set of considerations to which the Shire is required to have due regard, insofar as they are relevant when considering an application for development approval. This is evident from the large number of matters for consideration, the breadth of planning considerations stated and the final "catch-all" provision, namely "any other planning consideration the local government considers appropriate". We submit that the feasibility constraints can be considered relevant if the Shire Councilors share our opinion.

Summary

The creation of storage sheds provides an appropriate transitional use until such time that demand exists for fully serviced industrial land and it becomes economically viable to provide a reticulated sewerage connection to the subject site. The transitional storage shed use supports the Shire's strategic ambitions to responsibly foster tourism as a primary economic driver in the townsite by providing a safe and secure location to store tailored boats and other commercial vehicle unsuitable for storage on residential properties due to their effect on amenity.

We submit the proposed development is consistent previous decision of the Shire and is consistent with the provisions of Local Planning Scheme No. 9 and is accordingly tendered for the City consideration and approval.

Should clarification on any aspects of this matter, please do not hesitate to contact myself on 0415 337 100, or by email at alex@hplanning.com.au.

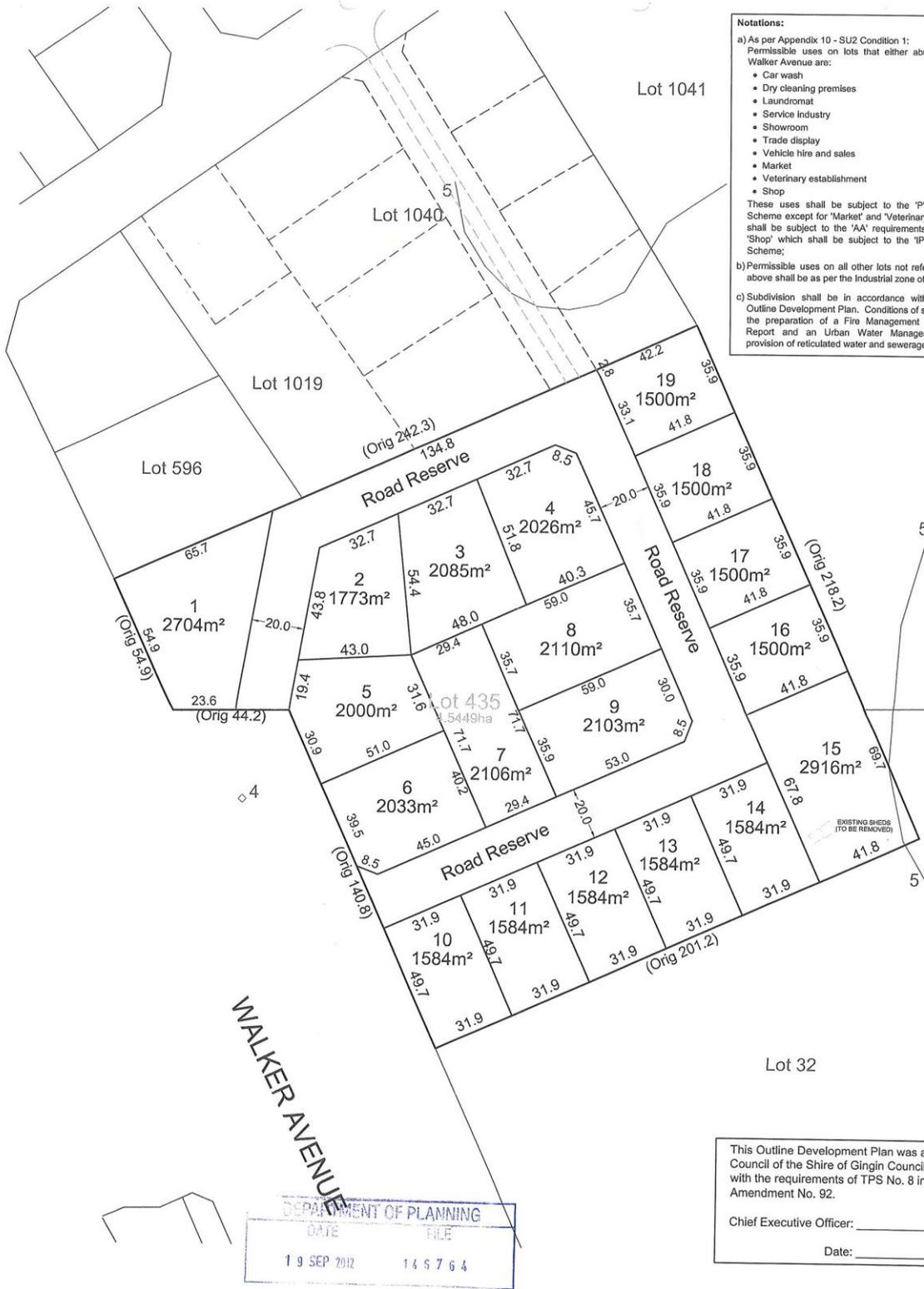
Kind regards



Alex Hemsley

Director | Principal Planner
BA Urban & Regional Planning (Curtin) LGPA

APPENDIX 2



Notations:

a) As per Appendix 10 - SU2 Condition 1:
Permissible uses on lots that either abut or are visible from Walker Avenue are:

- Car wash
- Dry cleaning premises
- Laundromat
- Service Industry
- Showroom
- Trade display
- Vehicle hire and sales
- Market
- Veterinary establishment
- Shop

These uses shall be subject to the 'P' requirements of the Scheme except for 'Market' and 'Veterinary establishment' which shall be subject to the 'AA' requirements of the Scheme, and 'Shop' which shall be subject to the 'IP' requirements of the Scheme;

b) Permissible uses on all other lots not referred to in Condition 1 above shall be as per the Industrial zone of the Scheme;

c) Subdivision shall be in accordance with a WAPC endorsed Outline Development Plan. Conditions of subdivision will include the preparation of a Fire Management Plan, a Geotechnical Report and an Urban Water Management Plan, and the provision of reticulated water and sewerage systems.

This Outline Development Plan was adopted by the Council of the Shire of Gingin Council in accordance with the requirements of TPS No. 8 introduced via Amendment No. 92.

Chief Executive Officer: _____

Date: _____

Outline Development Plan
Lot 435 Walker Avenue, Lancelin

NOTES:
• THIS DOCUMENT MAY ONLY BE USED FOR THE PURPOSE FOR WHICH IT WAS COMPILED AND IN ACCORDANCE WITH THE TERMS OF ENGAGEMENT.
• THE DIMENSIONS, AREA AND NUMBER OF LOTS ARE SUBJECT TO SURVEY AND ALSO THE REQUIREMENTS OF ALL AUTHORITIES.



25 September 2009

J07047-ODP-F2-090923A



11.3.3 APPLICATION FOR DEVELOPMENT APPROVAL - OUTBUILDING AT LOT 246 SEAVIEW DRIVE, KARAKIN

File:	BLD/5607
Applicant:	Warrick Thomas and Ellyse Thomas
Location:	Lot 246 Seaview Drive, Karakin
Owner:	Warrick Thomas and Ellyse Thomas
Zoning:	Rural Living
WAPC No:	N/A
Author:	Matthew Tallon – Statutory Planning Officer
Reporting Officer:	Bob Kelly – Executive Manager Regulatory and Development Services
Report Date:	19 January 2021
Refer:	Nil
Appendices:	<ol style="list-style-type: none">1. Location Plan and Applicant's Proposal (including amended plans and additional information)2. Schedule of Submissions

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a proposed outbuilding at Lot 246 Seaview Drive, Karakin.

BACKGROUND

The Shire has received an Application for Development Approval for a proposed outbuilding on the subject lot. The subject lot is one hectare in area. The property currently contains an existing single house and has substantial vegetation remaining onsite. The proposed outbuilding is 28m in length and 12m in width (336m² in area) with a wall height of 4m and an overall height of 5m, and is proposed to be accessed via an internal driveway off the existing crossover and is compliant with the 20m Rural Living setback prescribed under the Shire of Gingin Local Planning Scheme No. 9 (LPS9).

While LPS 9 does not include specific provisions for the size of outbuildings in the Rural Living Zone, this built scale has the potential to contravene the relevant development standard addressing the landscape amenity of the zone. As such, and given objections have been raised to the proposal, the item is being presented to Council for determination.

A location plan and the applicant's proposal (which includes the amendments and additional information) are provided as **Appendix 1**.

COMMENT

Community 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*.

During the advertising period two submissions were received, which opposed the development and also sought clarification with respect to the required scale, colour and views.

The Schedule of Submissions and Recommended Responses is attached as **Appendix 2**.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9)

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.*

As noted in the Background above, there are no specific standards for residential outbuildings in the Rural Living zone. As such, the assessment of the scale relies on the interpretation of development standards and the incidental nature of the structure. An outbuilding is a development that is incidental to the Single House land use and can only be used as such and not for any industrial or commercial use. It is critical for Council to consider the scale of the required storage for a single house, while also considering the scale of the lot and the landscape amenity intended for the zone.

The Rural Living zone applies the following relevant development standard:

- 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.*

Comment

This development standard, in conjunction with objective b), is the key consideration for this proposal.

The existing dwelling consists of a habitable floor area of 213m² and a total roofed area of 281m². The outbuilding is therefore 55m² larger than the existing single house in total area.

The floor area is substantial and the requirement for that amount of storage for household supplies and personal vehicles is unlikely without the presence of a commercial storage component or use. Given this concern, the applicant provided some examples of items being stored in the outbuilding, none of which represent commercial or fleet vehicles.

There are no specific standards for outbuildings in the Rural Living zone and most outbuildings are generally exempt from development approval in this zone. The officer is of the view, however, that the structure should be screened in order to alleviate any potential impacts to the landscape amenity of the site, and conditioned to restrict any commercial or industrial activities.

Setbacks

Development is required to be set back 20m from the lot boundaries in accordance with 'Table 2 – Site Requirements' under LPS 9. The proposed outbuilding is set back in accordance with the development standard.

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. This policy is discussed within this report as a point of reference with respect to percentages.

'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
Coastal (> 4000m ²)	Area	144m ²
	Wall Height	3.6m
	Overall Height	5.2m

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. When applying the percentage of lots over an acre, a shed can cover 3.6% of the site on an acre (4,000m²) block. Applying this percentage to 1 hectare equates to a 360m² outbuilding. This is not and will not be a formal position for Rural Living outbuildings, however is included as it is a worthwhile example of scale.

Although these provisions do not apply to the Rural Living zone, the officer notes that the scale of a residential outbuilding can be determined via the scale of the predominant use on the subject lot and appropriate conditions applied to prevent the misinterpretation of the use of the outbuilding in the future.

Planning and Development (Local Planning Scheme) Regulations 2015 (the Regulations)

The Regulations are subsidiary legislation created under the *Planning and Development Act 2005* that include 'Deemed Provisions' which apply to every local planning scheme throughout the State.

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 and 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 Rural Living zone supplies lots that provide substantial land area for residential purposes and are often referred to as 'lifestyle' lots. This does influence purchasers with the requirement to store excessive amounts of assets introduced by various lifestyles such as vehicles, boats, caravans etc.

As the subject site and surrounding lots are relatively low lying, the outbuilding will be visible from all surrounding lots and the street albeit on the furthestmost portion from the street). It is therefore appropriate to enforce the establishment of vegetative screening as a condition of approval to alleviate any potential built form impacts and to maintain the landscape amenity of the site.

It is also crucial that a condition be included to prevent the outbuilding from being used for any commercial or industrial activity as may be assumed by any future potential buyer given the scale of the building.

- (y) *Any submissions received on the application;*

Comment:

The officer notes that two objections to the proposed development have been received. The concerns raised relate to the overall size and the requirement of that area thereto, the appearance of the shed and the claimed view of the coastline from the estate. The comments have been addressed by the assessing officer within the Schedule of Submissions.

Conclusion

The officer is of the view that suitable conditions can alleviate any potential impacts on the landscape amenity of the site via the establishment of vegetated screening along the east and west sides of the structure and asserting the restriction of any habitable, commercial or industrial use within the outbuilding.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Local Planning Scheme No. 9

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	<i>Infrastructure and Development</i>
Objective	<i>3. To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner</i>
Outcome	<i>3.1 Development New and existing developments meet the Shire’s Strategic Objectives and Outcomes</i>
Key Service Areas	<i>Building and Planning Permits</i>
Priorities	<i>N/A</i>

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis

SECONDED: Councillor Johnson

That Council grant Development Approval for a proposed outbuilding at Lot 246 Seaview Drive, Karakin 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. 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;**

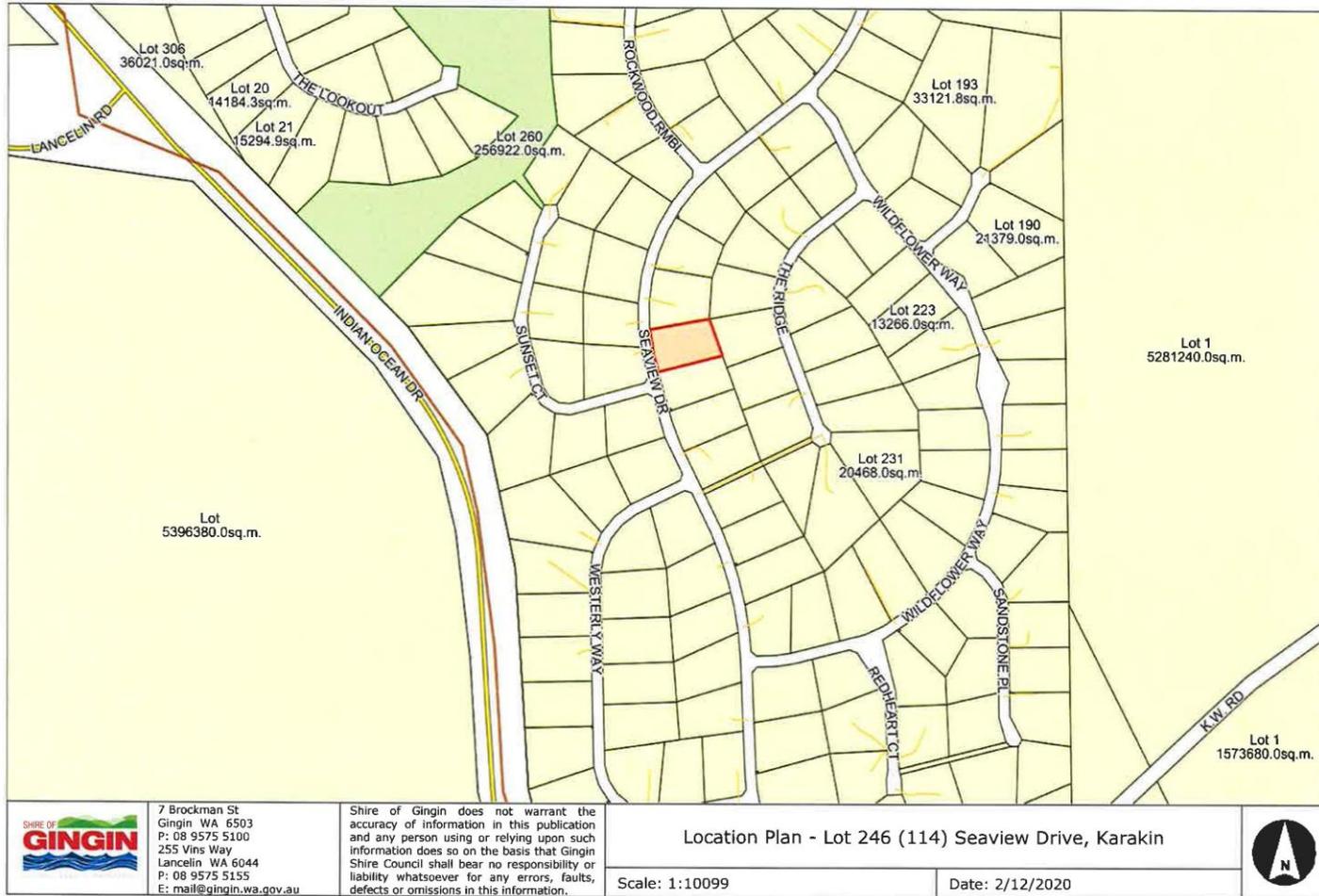
5. **Stormwater from all roofed and paved areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin;**
6. **Prior to the commencement of site works, a Landscaping Plan is to be prepared in accordance with the directions in RED INK on the approved plans to the satisfaction of the Shire of Gingin; and**
7. **Prior to occupation of the development, vegetation screening is to be planted in accordance with the endorsed Landscaping Plan. The vegetation screening shall be thereafter maintained 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*; and
- 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.

CARRIED UNANIMOUSLY

APPENDIX 1



To whom it may concern,

We are writing this to inform whomever it may concern of the intended use of our proposed outbuilding.

This outbuilding will be used solely for the purpose of storing various personal equipment's to the likes of

- Tractor for maintaining our personal firebreaks and boat launching
- Gardening equipment
- Boat
- Jet ski
- 3 Cars
- Dirt bikes
- Personal tools
- Firewood storage
- Multiple trailers
- General household storage

This outbuilding will not be used for commercial or industrial use.

Understandably we do not want to leave our personal items mentioned above, exposed to weather, vandalism and theft like they would be if they were to be left in the open and not locked up securely. Therefore, we require an outbuilding of this scale.

We appreciate you time to consider our proposal.

Please do not hesitate to contact us if there is anything else you require.

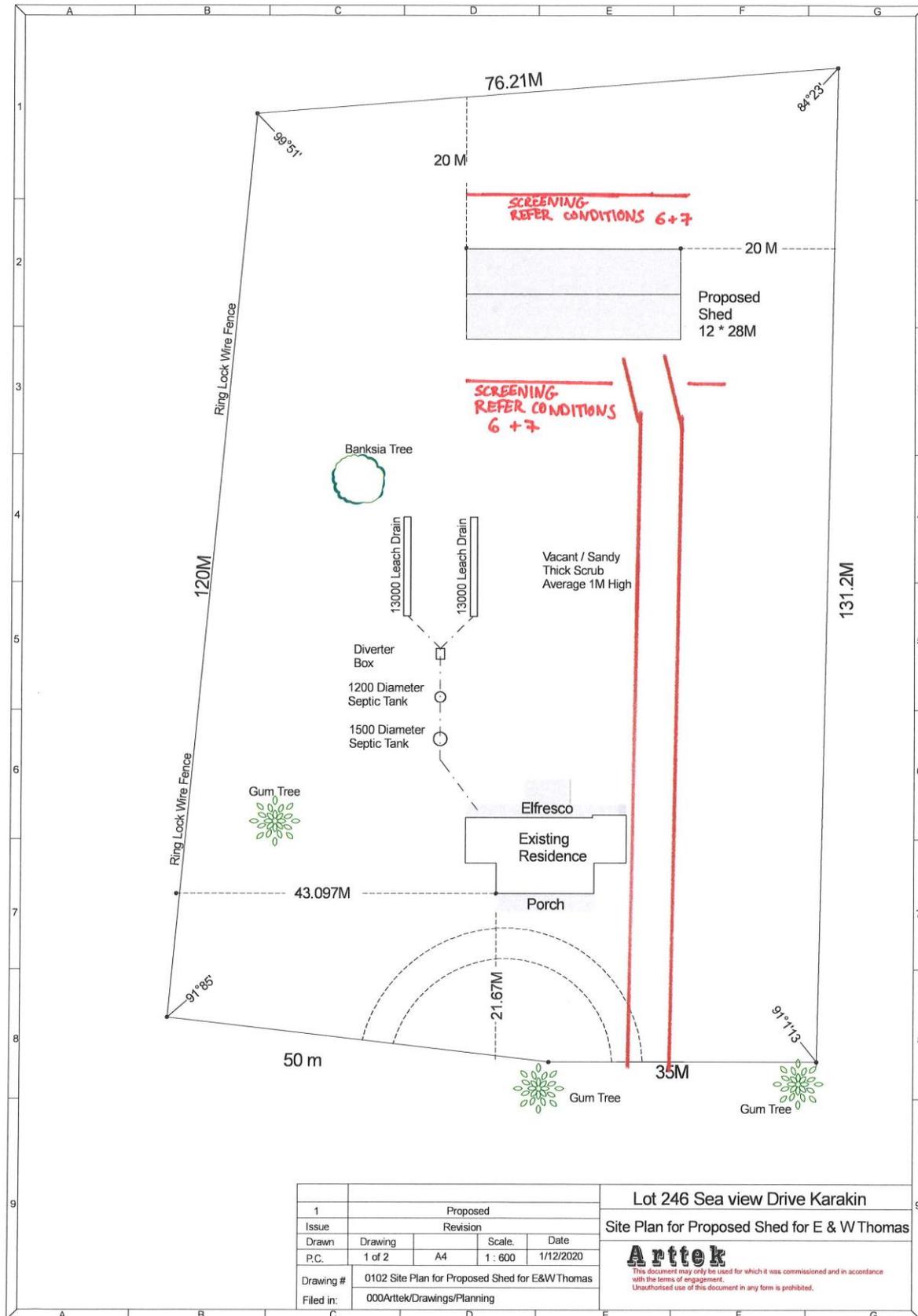
Thankyou,

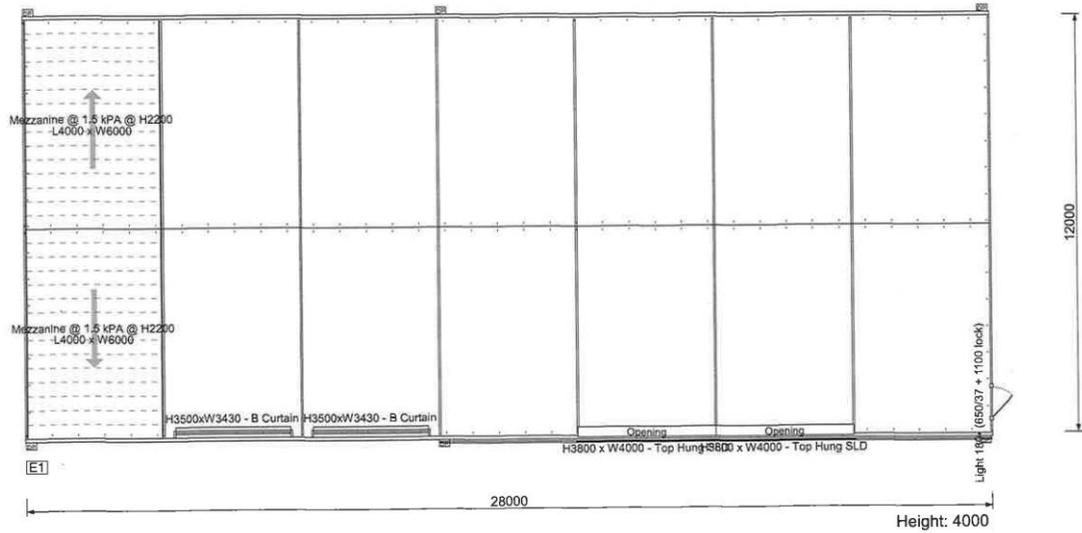
Warrick & Ellyse Thomas

Lot 246 Seaview Drive,

Karakin

6044





OPTION ITEMS LIST:

- 1 x PA Door
- 1 x Light 180° (650/37 + 1100 lock)
- 2 x Roller Doors
- 2 x H3500xW3430 - B Curtain
- 2 x Sliding Doors
- 2 x H3800 x W4000 - Top Hung SLD
- 2 x Mezzanines
- 2 x Mezzanine @ 1.5kPA @ H2200
L6000 x W4000
- 2 x Open Bays
- (E1) 1 x Eng - Certificate (WA) - Enduro

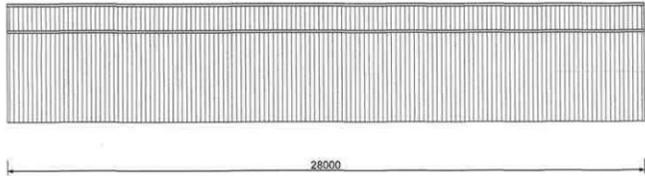
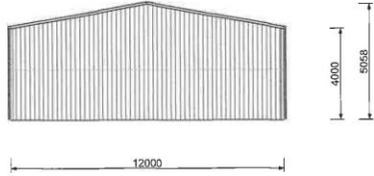
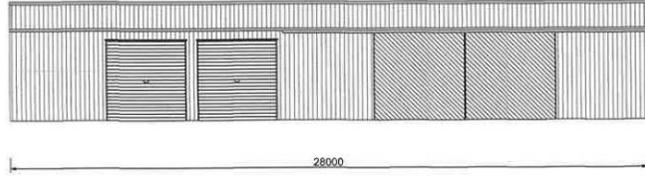
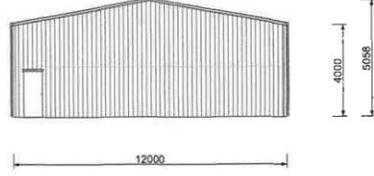
Company: Action Sheds Australia PTY LTD
Address: 55 Erceg Road
Phone: 6559 1970
Email: karli@actionsheds.com.au



CLIENT NAME: **Warrick & Ellyse Thomas**
SITE ADDRESS: TBA
Karakin, WA, PC: 6044

TITLE: PLAN VIEW		REV: A
QUOTE No: ASHKR44340	SCALE: NTS	
DATE: 30/11/2020	PAGES: 01 of 01	

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<p>Company: Action Sheds Australia PTY LTD Address: 55 Erceg Road, Yangebup, WA, PC: 6164 Phone: 6559 1970 Email: karli@actionsheds.com.au <small>Produced by Endurance To Quote 4330</small></p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CLIENT NAME: Warrick & Ellyse Thomas</td> <td colspan="2">TITLE: ELEVATIONS</td> </tr> <tr> <td>SITE ADDRESS: TBA</td> <td rowspan="2">DATE: 30/11/2020</td> <td>QUOTE No: ASHKR44340</td> <td>SCALE: NTS</td> </tr> <tr> <td>Karakin, WA, PC: 6044</td> <td>PAGES: 01 of 01</td> <td>REV. A</td> </tr> </table>	CLIENT NAME: Warrick & Ellyse Thomas		TITLE: ELEVATIONS		SITE ADDRESS: TBA	DATE: 30/11/2020	QUOTE No: ASHKR44340	SCALE: NTS	Karakin, WA, PC: 6044	PAGES: 01 of 01	REV. A
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Karakin, WA, PC: 6044		PAGES: 01 of 01	REV. A										

APPENDIX 2

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

PROPOSED DEVELOPMENT APPLICATION – PROPOSED OUTBUILDING AT LOT 246 SEAVIEW DRIVE, KARAKIN

No.	Submitter	Submission Detail	Recommended Response
1.	Ratepayer	<p>The submitter does not support the proposal and makes the following general comments:</p> <p><i>"Height of shed, why has all the scrub been pushed out without approval of the shed? What colour is the shed?"</i></p> <p><i>No commercial use, only small business use (self).</i></p> <p><i>Size of shed? Why so big? I consider the people that have to look down on shed, will be in their line of sight and possibly block their view. Local Policy Statement 2.1 res-outbuildings."</i></p>	<p>Noted.</p> <p>As discussed in the report there are not specific provisions for outbuildings in the Rural Living zone however the height is not a concern. The matters with respect to the overall area have been discussed in the report.</p> <p>Noted. The applicant has noted that the shed is for personal storage and not for any commercial or industrial purpose. The officer has also offered a condition asserting the limitation of use, any misuse will be required to be addressed via compliance.</p> <p>Reference is made to the body of the officer's report. LPP 2.1 is not applicable to the Rural Living zone.</p>
2.	Ratepayer	<p>The submitter does not support the proposal and makes the following general comments:</p> <p><i>"1) We bought our property with the predicate "ocean views", which made the purchase price higher when compared with other "ocean glimpse" properties for sale. The construction of the proposed outbuilding with an overall height of 5 metres will considerably impact on our ocean views.</i></p> <p><i>2) In accordance with Art. 3.2.6 (b) of the Local Planning Scheme No 9, only a single dwelling shall be accommodated on individual allotments in low density areas. The size of the proposed outbuilding appears to be considerably larger than the existing residence. Moreover, the proposed outbuilding looks like an industrial type of warehouse which obviously does not meet the objectives set for a Rural Living Zone.</i></p> <p><i>In accordance with 1) and 2) above we object to the erection of the proposed outbuilding."</i></p>	<p>Not support. An ocean view for a property located 6km from the coastline and elevated 10m above sea level is not a view of significance and has no reason to be considered in a planning sense.</p> <p>Noted. The scale of the outbuilding is of an excessive scale however the officer has supported it via conditions asserting the limitation of use and visual screening to maintain the rural landscape amenity of the site and locality.</p>

11.4. OPERATIONS

Nil

12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

13. COUNCILLORS' OFFICIAL REPORTS**13.1 WOODRIDGE COMMUNITY ASSOCIATION PUBLIC MEETING ON 10 JANUARY 2021**

File:	GOV/20-1
Councillor:	Johnson
Report Date:	19 January 2021

Councillor Johnson advised that he attended the Woodridge Community Association public meeting on 10 January 2021. He noted that this meeting was well attended by the residents.

Darryl Slyns introduced himself as the Liberal Candidate for the upcoming State Election for the seat of Moore.

The main items of interest were:

1. The Association's donations to four of the local community groups from the funds held, which I think is a wonderful way to support the community.
2. The meeting voted to buy a new defibrillator to replace the one stolen around New Year. As the item is relatively expensive they will approach the Shire and other funding sources for a contribution. However, the defibrillator will be purchased anyway.
3. They are still seeking the Shire's help in solving the problem with gravel washing over King Drive. Apparently there have been a couple of near misses involving a motorcycle, which was reported to the Shire, cars obviously, but also 4WDs. Shane Love is investigating with the Minister to see if the speed limit can be reduced for the area around where the school buses operate.

There was also some discussion with Darryl Slyns about a bus shelter, and the traffic noise on Indian Ocean Drive.

13.2 COMMENDATIONS TO ALL STAFF AND VOLUNTEERS ON FIRE RESPONSE

File:	GOV/20-1
Councillor:	Vis and Fewster
Report Date:	19 January 2021

Councillor Vis and Councillor Fewster both extended their commendations and appreciation for the efforts of all staff and volunteers with the response at the fires over the last three weeks

14. NEW BUSINESS OF AN URGENT NATURE

Nil

15. MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC

Nil

16. CLOSURE

There being no further business, the Shire President declared the Meeting closed at 3:09 pm.

The next Ordinary Meeting of Council will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on Tuesday, 16 February 2021, commencing at 3.00 pm.

These Minutes are confirmed as the official record of the Ordinary Meeting of the Gingin Shire Council held on 19 January 2021

Councillor W J Fewster
Shire President
16 February 2021