MINUTES

ORDINARY MEETING

OF COUNCIL

20 MARCH 2018

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SHIRE OF GINGIN

MINUTES OF THE ORDINARY MEETING OF THE SHIRE OF GINGIN HELD IN LANCELIN AT THE LANCELIN ANGLING AND AQUATIC CLUB, HOPKINS STREET, LANCELIN ON TUESDAY, 20 MARCH 2018, COMMENCING AT 3.10 PM

DISCLAIMER

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

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

ORDER OF BUSINESS

1. DECLARATION OF OPENING

The Shire President declared the meeting open at 3:10pm and welcomed those in attendance, including the newly- appointed Chief Executive Officer Mr Aaron Cook.

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2. RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

Councillors – I B Collard (Shire President), J W Elgin (Deputy Shire President), J Court, F J Peczka, J K Rule and F Johnson.

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

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

2.2 APOLOGIES

Councillor J E Morton
Councillor J Lobb
Councillor C W Fewster

2.3 LEAVE OF ABSENCE

Nil

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3. DISCLOSURES OF INTEREST

Nil

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4. PUBLIC QUESTION TIME

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

Nil

4.2 PUBLIC QUESTIONS

4.2.1 Ms S Smiles – Wildflower Way, Karakin
Development of Lancelin Sporting Complex

Arising from the preparation from the Shires community facilities plan, a concept plan was prepared some time ago for redevelopment of the Lancelin Sporting Complex. This has not been progressed. I would like to request that Council establish a working group to give further consideration to improvements to the Lancelin Sporting Complex.

Response by Shire President

Your comments have been noted by Council.

4.2.2 Ms S Smiles – Wildflower Way, Karakin
Cunliffe Street Carpark

What is the expected commencement date for construction of the Cunliffe Street carpark?

Response by Shire President

This project was scheduled in the 2017/18 budget. However, all quotes for the work came in well over the budgeted amount, and therefore the project will need to be reconsidered as part of Council's 2018/19 budget deliberations.

4.2.3 Ms S Smiles – Wildflower Way, Karakin
Retrospective Approval for Grant Applications Relating to Reimbursement of Public Liability Insurance Costs for Community Groups

At the present time, all applications for mid-year community grants, including applications from community groups for grants to cover public liability insurance costs, must be submitted prior to the financial year in which the expense will be incurred.

However, many smaller community groups pay for their public liability insurance on an ongoing basis throughout the year rather than in one lump sum, which can make it difficult for them to pre-determine what the exact cost will be. Would Council consider reviewing its requirements for mid-year grants to allow for retrospective applications?

Response by Acting Chief Executive Officer

The eligibility requirements for community grants, including those for public liability insurance costs, have been in place for a number of years and have not changed. Funds set aside for the grants program must be included in Council's adopted budget and, by legislation, local government budgets can only be set for funds that will be incurred in that particular financial year. In addition, it is standard protocol for any grant provider not to accept applications for retrospective grants.

For these reasons, the Shire is unable to consider grant applications for retrospective reimbursement of public liability insurance costs.

Response by Shire President

Your comments have been noted and will be considered by Council.

4.2.4 Ms H Dawe – Desert Road, Lancelin
Construction of Tennis Courts at Lancelin Sporting Complex

Is there any plan for tennis courts to be built at the Lancelin Sporting Complex?

Response by Shire President

Council did conduct an inspection of the proposed site prior to today's Council meeting. However, no decision has been made with regard to the matter at this point.

4.2.5 Ms H Dawe – Desert Road, Lancelin
Unsightly Fencing of Lancelin Sand Dunes

The star picket fencing currently in place at the Lancelin sand dunes is unsightly, with tangled wire that is half covered by sand. I did sent in some photos of the area to the Shire last week. When will this area be tidied up?

Response by Shire President

Unfortunately that is one of the hazards of placing structures in an area of mobile sand dunes.

Response by Acting Chief Executive Officer

The Shire is currently in the process of seeking quotes for removal of the fence in question, and this area should be attended to in the near future.

4.2.5 Mr B Henderson – Desert Road, Lancelin
Guilderton Parking Meters and Lancelin Bin Covers

Q1: Why have the Guilderton parking meters not been installed?

Q2: The proposal for these meters was to help recoup some of the cost of maintaining the area. As the holiday season is nearly over, you have missed the boat for the revenue stream. What has been the cost of this project to date (including cost of meters, staff time including planning, printing and sending permits to all Gingin ratepayers)?

Response by Chief Executive Officer

A1: The Shire has experienced some difficulties in having the meters programmed for credit cards and new bank accounts, which has resulted in a delay in implementation. However, this has now been resolved and the meters are scheduled for installation on Thursday, 22 March 2018 and activation prior to the Easter holiday period. A media release will be issued to advise the public accordingly.

A2: Taken on notice with respect to the exact overall cost. However, the purchase of the meters was in the vicinity of $20,000 with an additional cost of $2,000 for installation.

Response by Shire President

A1: It may actually be better to be introducing them outside the summer period so that members of the public have an opportunity to become familiar with the system prior to the Christmas/New Year peak.

4.2.6 Mr B Henderson – Desert Road, Lancelin
Bin Covers for Recycling Bins in Lancelin CBD

Q1: This project has been on the drawing board for over 12 months. I understand that a number of bin covers have been purchased, however as there was no due diligence done the covers are not large enough to cater for the existing bins. These covers are at present stored under a tarp at the Lancelin depot. Was there been any discussion with Avon Waste in relation to this matter and, if not, why not?

Q2: What has been the cost to date?

Q3: When can we expect this project to be completed?

Q4: Recycling bins in the CBD area are a problem as people use them for everyday rubbish, however they are only collected fortnightly and this is creating an odour problem. Will Council consider making arrangements for more frequent collection of these bins?

Response by Shire President

All questions taken on notice.

4.2.7 Mr B Hartley – Tecon (WA) Pty Ltd
Item 11.3.7 Application For Development Approval - Proposed Temporary Workers Accommodation On Lot 76 (No.9) Jones Street, Gingin

We would like to withdraw Item 11.3.7 from consideration at this meeting. Will Council agree to withdrawal of this item?

Response by Shire President

The item has been withdrawn.

5. PETITIONS, DEPUTATIONS AND PRESENTATIONS

5.1 PETITIONS

Nil

5.2 DEPUTATIONS

5.2.1 Item 11.3.7 Application For Development Approval - Proposed Temporary Workers' Camp (Use Not Listed) on Lot 76 (9) Jones Street, Gingin

Speaker/s: Brian Hartley (Tecon WA Pty Ltd)

5.2.2 Item 11.3.6 Application For Retrospective Development Approval - Proposed Animal Establishment (One Breeding Dog) On Lot 103 (487) King Drive, Woodridge

Speaker/s: Suzanne Woodall (Proponent)

5.3 PRESENTATIONS

Nil

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6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

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7. CONFIRMATION OF MINUTES

ADDENDUM – ORDINARY MEETING OF COUNCIL – 20 MARCH 2018

Additional Information:

Subsequent to circulation of the Agenda for this meeting, it has been noticed that the resolution for Item 15.1 Acquisition of Lot 361 (36) Brockman Street, Gingin presented to the Council meeting on 20 February 2018 has been recorded incorrectly in the Minutes for that meeting.

The resolution, which was an alternative motion moved by Councillor Johnson and seconded by Councillor Court, required an absolute majority as shown in the Voting Requirements for the report because it dealt with the granting of a delegated power to the Chief Executive Officer. An absolute majority was achieved, however the Minutes incorrectly show the motion as being carried unanimously.

In addition, the Minutes do not include a written reason for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as required by r. 11 of the *Local Government (Administration) Regulations 1996*.

It is therefore recommended that Council resolve to adopt the Minutes of the meeting held on 20 February 2018, subject to the amendment of Item 15.1 to reflect the correct decision-making requirements.

An amended recommendation for Item 7 is provided below and will be included in the Minutes for this meeting.

RECOMMENDATION

It is recommended that the Minutes of the Ordinary Meeting of Council held on 20 February 2018 be confirmed subject to:

1. The voting outcome for Item 15.1 being amended from Carried Unanimously to Absolute Majority; and

2. The following reason being provided for the alternative motion:

   Council was of the view that consultation with immediately adjoining landowners was necessary prior to taking any further action with respect to the acquisition of Lot 361 (36) Brockman Street, Gingin as the proposed future use of the lot may impact on their amenity.

3. The resolution for Item 6 being amended to reflect the correct period of leave for Councillor Morton, being 16 March to 24 March 2018.

RESOLUTION

Moved Councillor Johnson, seconded Councillor Rule that the Minutes of the Ordinary Meeting of Council held on 20 February 2018 be confirmed subject to:

1. **The voting outcome for item 15.1 being amended from Carried Unanimously to Absolute Majority; and**

2. **The following reason being provided for the alternative motion:**

   Council was of the view that consultation with immediately adjoining landowners was necessary prior to taking any further action with respect to the acquisition of Lot 361 (36) Brockman Street, Gingin as the proposed future use of the lot may impact on their amenity.

3. **The resolution for Item 6 being amended to reflect the correct period of leave for Councillor Morton, being 16 March to 24 March 2018**.

CARRIED UNANIMOUSLY

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8. ANNOUNCEMENTS BY THE PRESIDING MEMBER

Nil

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9. UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

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

Nil

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11. REPORTS

11.1. OFFICE OF THE CEO

11.1.1 2017 COMPLIANCE AUDIT RETURN

FILE:	**COR/29**
AUTHOR:	**LEE-ANNE BURT – GOVERNANCE OFFICER**
REPORTING OFFICER:	**KAYE LOWES – ACTING CHIEF EXECUTIVE OFFICER**
REPORT DATE:	**20 MARCH 2018**
REFER:	**NIL**

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To receive and consider the Audit Committee's recommendation with respect to the Shire of Gingin Compliance Audit Return for the period 1 January 2017 to 31 December 2017.

BACKGROUND

In accordance with Regulation 14 of the *Local Government (Audit) Regulations 1996*, all local governments are required to complete an annual Compliance Audit Return (CAR) for submission to the Department of Local Government and Communities.

Regulation 14(3A) of the *Local Government (Audit) Regulations 1996* specifies that the CAR is to be reviewed by Council's Audit Committee. The results of the review are to be presented to Council and the Compliance Audit Return submitted to Council for adoption, with the adopted Return then to be submitted to the Department by 31 March of each year.

The completed 2017 Compliance Audit Return **(Appendix 1)** was presented to Council's Audit Committee on 20 March 2018. After considering the report, the Committee resolved to:

1. Acknowledge and report the results of the 2017 compliance audit process to Council; and

2. Recommend that Council adopt the 2017 Compliance Audit Return for the period 1 January 2017 to 31 December 2017, as shown in Appendix 1.

COMMENT

In the interests of good governance and accountability, Administration has committed to having every third Return completed by an independent external contractor, and the next external review is scheduled for 2019 (the 2018 Compliance Audit Return).

The Shire of Gingin's 2017 Compliance Audit Return has been conducted internally and Administration is pleased to once again present a Return showing a very high degree of compliance with this year's criteria. Just one instance of non-compliance has been detected, as follows:

Section – Delegation of Power/Duty
Question 11 – Has the CEO kept a register of all delegations made under the Act to him and to other employees

Findings

At its meeting on 19 December 2017, Council delegated authority to the Chief Executive Officer Recruitment Committee to fulfil a number of functions under Regulations 18A and 18C of the *Local Government (Administration) Regulations 1996*.

This delegation was not recorded in the Delegated Authority Register in accordance with s. 5.18 of the *Local Government Act 1995,* and Committee members were not provided with a written Instrument of Delegation.

This omission has been noted by Administration and greater attention will be paid to this requirement in the future.

STATUTORY ENVIRONMENT

Local Government Act 1995
Part 5 – Administration
Division 2 – Council meetings, committees and their meetings and electors' meetings
Section 5.18 – Register of delegations to committees

Local Government (Audit) Regulations 1996
Reg 14 – Compliance audits by local governments
Reg 15 – Compliance audit return, certified copy of etc. to be given to Executive Director

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council:

1. Acknowledge the results of the 2017 compliance audit process.

2. In accordance with the recommendation of the Audit Committee, adopt the 2017 Compliance Audit Return for the period 1 January 2017 to 31 December 2017, as shown in Appendix 1.

RESOLUTION

Moved Councillor Elgin, seconded Councillor Court that Council:

1. Acknowledge the results of the 2017 compliance audit process.

2. In accordance with the recommendation of the Audit Committee, adopt the 2017 Compliance Audit Return for the period 1 January 2017 to 31 December 2017, as shown in Appendix 1.

CARRIED UNANIMOUSLY

APPENDIX 1

Department of Local Government, Sport and Cultural Industries - Compliance Audit Return

Department of
Local Government, Sport
and Cultural Industries
GOVERNMENT OF WESTERN AUSTRALIA

Gingin - Compliance Audit Return 2017

Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government, Sport and Cultural Industries together with a copy of section of relevant minutes.

Commercial Enterprises by Local Governments

No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2017.	N/A		Lee-Anne Burt
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2017.	Yes	Lancelin Caravan Park 20/06/2017 Item 15.4	Lee-Anne Burt
3	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2017.	N/A		Olivia Edwards
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2017.	Yes	The West Australian 26/07/2017	Lee-Anne Burt
5	s3.59(5)	Did the Council, during 2017, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	Yes	03/10/2017 Item 11.3.1	Lee-Anne Burt

Department of Local Government, Sport and Cultural Industries - Compliance Audit Return

Department of
Local Government, Sport
and Cultural Industries
GOVERNMENT OF WESTERN AUSTRALIA

Delegation of Power / Duty

No	Reference	Question	Response	Comments	Respondent
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	Yes	Chief Executive Officer Recruitment Committee 19/12/2017 Item 15.1	Lee-Anne Burt
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	No	No written notification provided to members of CEO Recruitment Committee, apart from content of Council Minutes.	Lee-Anne Burt
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	Yes		Olivia Edwards
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	No	Delegation to CEO Recruitment Committee was not recorded in Delegated Authority Register until omission was detected during completion of CAR.	Lee-Anne Burt
5	s5.18	Has Council reviewed delegations to its committees in the 2016/2017 financial year.	N/A	No committees had delegated power during the 2016/17 year.	Lee-Anne Burt
6	s5.42(1),5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	Yes		Olivia Edwards
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes		Olivia Edwards
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Olivia Edwards
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes		Olivia Edwards
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	Yes		Olivia Edwards
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes		Olivia Edwards
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2016/2017 financial year.	Yes	20/06/2017 Item 11.1.1	Lee-Anne Burt
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes	As far as can be ascertained	Lee-Anne Burt

Disclosure of Interest

No	Reference	Question	Response	Comments	Respondent

Department of Local Government, Sport and Cultural Industries - Compliance Audit Return

Department of
Local Government, Sport and Cultural Industries
GOVERNMENT OF WESTERN AUSTRALIA

No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	Yes		Lee-Anne Burt
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	N/A		Olivia Edwards
3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes	Council Meeting 18 July 2017, Item 11.3.7 and 21 November 2017, item 11.5.2	Olivia Edwards
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	Yes		Olivia Edwards
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes		Olivia Edwards
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2017.	Yes		Olivia Edwards
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2017.	No	Executive Manager Planning and Development did not submit return until 12 September 2017. DLGSC & CCC notified	Olivia Edwards
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	Yes		Olivia Edwards
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes		Olivia Edwards
10	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	Yes		Olivia Edwards
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	Yes		Olivia Edwards
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes		Olivia Edwards

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Department of
Local Government, Sport
and Cultural Industries
GOVERNMENT OF WESTERN AUSTRALIA

No	Reference	Question	Response	Comments	Respondent
13	s5.103 Admin Reg 34C & Rules of Conduct Reg 11	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes		Lee-Anne Burt
14	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes		Lee-Anne Burt
15	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	N/A		Olivia Edwards
16	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes		Olivia Edwards

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Was local public notice given prior to disposal for any property not disposed of by public auction or tender (except where excluded by Section 3.58(5)).	Yes	Lot 11 Old Mooliabeenee Road, Gingin; The West Australian newspaper 16/08/2017	Lee-Anne Burt
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property.	Yes		Olivia Edwards

Elections

No	Reference	Question	Response	Comments	Respondent
1	Elect Reg 30G (1)	Did the CEO establish and maintain an electoral gift register and ensure that all 'disclosure of gifts' forms completed by candidates and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the candidates.	Yes	no electoral gifts disclosed in association with 2017 local government elections	Lee-Anne Burt

Finance

No	Reference	Question	Response	Comments	Respondent

Department of Local Government, Sport and Cultural Industries - Compliance Audit Return

Department of
Local Government, Sport and Cultural Industries
GOVERNMENT OF WESTERN AUSTRALIA

No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes	24/10/2017 Item 14.1.1	Lee-Anne Burt
2	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	N/A	No powers or duties delegated to Audit Committee	Lee-Anne Burt
3	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	N/A	No auditor appointed in 2017	Lee-Anne Burt
4	s7.3, 7.6(3)	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	N/A	No auditor appointed in 2017	Lee-Anne Burt
5	Audit Reg 10	Was the Auditor's report for the financial year ended 30 June 2017 received by the local government within 30 days of completion of the audit.	Yes		Olivia Edwards
6	s7.9(1)	Was the Auditor's report for the financial year ended 30 June 2017 received by the local government by 31 December 2017.	Yes	21/11/2017 Item 11.2.4	Lee-Anne Burt
7	S7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken by the local government, was that action undertaken.	N/A	No matters requiring action identified in auditor's report	Lee-Anne Burt
8	S7.12A (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	N/A	No matters requiring action identified in auditor's report	Lee-Anne Burt
9	S7.12A (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	N/A	No matters requiring action identified in auditor's report	Lee-Anne Burt
10	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	N/A	No agreement entered into in 2017	Lee-Anne Burt
11	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	N/A	No scope of audit developed in 2017	Lee-Anne Burt
12	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	N/A	No agreement entered into in 2017	Lee-Anne Burt

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Department of Local Government, Sport and Cultural Industries - Compliance Audit Return

Department of
Local Government, Sport and Cultural Industries
GOVERNMENT OF WESTERN AUSTRALIA

No	Reference	Question	Response	Comments	Respondent
13	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	N/A	No agreement entered into in 2017	Lee-Anne Burt
14	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	N/A	No agreement entered into in 2017	Lee-Anne Burt

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Integrated Planning and Reporting

No	Reference	Question	Response	Comments	Respondent
1	s5.56 Admin Reg 19DA (6)	Has the local government adopted a Corporate Business Plan. If Yes, please provide adoption date of the most recent Plan in Comments. This question is optional, answer N/A if you choose not to respond.	Yes	Corporate Business Plan 2017 - 2021 adopted 15/08/2017 Item 11.1.2	Lee-Anne Burt
2	s5.56 Admin Reg 19DA (6)	Has the local government adopted a modification to the most recent Corporate Business Plan. If Yes, please provide adoption date in Comments. This question is optional, answer N/A if you choose not to respond.	No		Olivia Edwards
3	s5.56 Admin Reg 19C (7)	Has the local government adopted a Strategic Community Plan. If Yes, please provide adoption date of the most recent Plan in Comments. This question is optional, answer N/A if you choose not to respond.	Yes	Strategic Community Plan 2017 - 2027 adopted 20/06/2017 Item 11.1.6	Lee-Anne Burt
4	s5.56 Admin Reg 19C (7)	Has the local government adopted a modification to the most recent Strategic Community Plan. If Yes, please provide adoption date in Comments. This question is optional, answer N/A if you choose not to respond.	No		Olivia Edwards
5	S5.56	Has the local government adopted an Asset Management Plan. If Yes, in Comments please provide date of the most recent Plan, plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	2013. Currently being reviewed on an asset class basis	Lee-Anne Burt
6	S5.56	Has the local government adopted a Long Term Financial Plan. If Yes, in Comments please provide date of the most recent Plan, plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	2017/18	Lee-Anne Burt
7	S5.56	Has the local government adopted a Workforce Plan. If Yes, in Comments please provide date of the most recent Plan plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	2015. Currently under review.	Lee-Anne Burt

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Local Government Employees

No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	Yes	19/12/2017 Item 15.1	Lee-Anne Burt
2	s5.36(4) s5.37(3), Admin Reg 18A	Were all vacancies for the position of CEO and other designated senior employees advertised and did the advertising comply with s.5.36(4), 5.37(3) and Admin Reg 18A.	Yes	Executive Manager Assets The West Australian newspaper 20/05/2017	Lee-Anne Burt
3	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	N/A	No appointment to position of CEO made in 2017	Lee-Anne Burt
4	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	N/A	No applicants for position of CEO considered in 2017	Lee-Anne Burt
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	Yes	Executive Manager Planning & Development 20/06/2017 Item 15.1; Executive Manager Assets 18/07/2017 Item 15.1	Lee-Anne Burt

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Official Conduct

No	Reference	Question	Response	Comments	Respondent
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	N/A	CEO is Complaints Officer	Lee-Anne Burt
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that result in action under s5.110(6)(b) or (c).	Yes	No complaints dealt with in 2017	Lee-Anne Burt
3	s5.121(2)(a)	Does the complaints register maintained by the complaints officer include provision for recording of the name of the council member about whom the complaint is made.	Yes		Olivia Edwards
4	s5.121(2)(b)	Does the complaints register maintained by the complaints officer include provision for recording the name of the person who makes the complaint.	Yes		Olivia Edwards
5	s5.121(2)(c)	Does the complaints register maintained by the complaints officer include provision for recording a description of the minor breach that the standards panel finds has occured.	Yes		Olivia Edwards
6	s5.121(2)(d)	Does the complaints register maintained by the complaints officer include the provision to record details of the action taken under s5.110(6)(b) or (c).	Yes		Olivia Edwards

Tenders for Providing Goods and Services

No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	Yes		Olivia Edwards
2	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than inviting tenders for a single contract.	N/A		Olivia Edwards
3	F&G Reg 14(1) & (3)	Did the local government invite tenders via Statewide public notice.	Yes		Olivia Edwards
4	F&G Reg 14 & 15	Did the local government's advertising and tender documentation comply with F&G Regs 14, 15 & 16.	Yes		Olivia Edwards

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No	Reference	Question	Response	Comments	Respondent
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes		Olivia Edwards
6	F&G Reg 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of F&G Reg 16.	Yes		Olivia Edwards
7	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		Olivia Edwards
8	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes		Olivia Edwards
9	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17.	Yes		Olivia Edwards
10	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes		Olivia Edwards
11	F&G Reg 21 & 22	Did the local governments's advertising and expression of interest documentation comply with the requirements of F&G Regs 21 and 22.	N/A	No expressions of interest called for in2017	Lee-Anne Burt
12	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	N/A	No expressions of interest called for in 2017	Lee-Anne Burt
13	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	N/A	No expressions of interest called for in 2017	Lee-Anne Burt
14	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	N/A	No expressions of interest called for in 2017	Lee-Anne Burt
15	F&G Reg 24AD(2)	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice.	N/A	No panels of pre-qualified suppliers formed in 2017	Lee-Anne Burt
16	F&G Reg 24AD(4) & 24AE	Did the local government's advertising and panel documentation comply with F&G Regs 24AD(4) & 24AE.	N/A	No panels of pre-qualified suppliers formed in 2017	Lee-Anne Burt

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No	Reference	Question	Response	Comments	Respondent
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of F&G Reg 16 as if the reference in that regulation to a tender were a reference to a panel application.	N/A	No panels of pre-qualified suppliers formed in 2017	Lee-Anne Burt
18	F&G Reg 24AD(6)	If the local government to sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application, notice of the variation.	N/A	No panels of pre-qualified suppliers formed in 2017	Lee-Anne Burt
19	F&G Reg 24AH(1)	Did the local government reject the applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time specified in the invitation for applications.	N/A	No panels of pre-qualified suppliers formed in 2017	Lee-Anne Burt
20	F&G Reg 24AH(3)	In relation to the applications that were not rejected, did the local government assess which application (s) to accept and which application(s) were most advantageous to the local government to accept, by means of written evaluation criteria.	N/A	No panels of pre-qualified suppliers formed in 2017	Lee-Anne Burt
21	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers, comply with the requirements of F&G Reg 24AG.	N/A	No panels of pre-qualified suppliers formed in 2017	Lee-Anne Burt
22	F&G Reg 24AI	Did the local government send each person who submitted an application, written notice advising if the person's application was accepted and they are to be part of a panel of pre-qualified suppliers, or, that the application was not accepted.	N/A	No panels of pre-qualified suppliers formed in 2017	Lee-Anne Burt
23	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government comply with the requirements of F&G Reg 24E in relation to the preparation of a regional price preference policy (only if a policy had not been previously adopted by Council).	N/A	No regional price preferences given in relation to any tender process	Lee-Anne Burt
24	F&G Reg 24F	Did the local government comply with the requirements of F&G Reg 24F in relation to an adopted regional price preference policy.	N/A	No regional price preference policy adopted in 2017	Lee-Anne Burt
25	F&G Reg 11A	Does the local government have a current purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, $150,000 or less.	Yes	Policy 3.10 Purchasing	Lee-Anne Burt

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I certify this Compliance Audit return has been adopted by Council at its meeting on _____

_____ _____

Signed Mayor / President, Gingin Signed CEO, Gingin

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11.2. CORPORATE AND COMMUNITY SERVICES

11.2.1 MONTHLY FINANCIAL STATEMENT FOR THE PERIOD ENDING 28 FEBRUARY 2018

FILE:	**FIN/25**
REPORTING OFFICER:	**ZIGGY EDWARDS– ACTING EXECUTIVE MANAGER CORPORATE AND COMMUNITY SERVICES**
REPORT DATE:	**20 MARCH 2018**
REFER:	**NIL**

OFFICER INTEREST DECLARATION

Nil

COMMENT

The Statement of Financial Position and investment information for the period to 28 February 2018 will not be available for presentation to this meeting due to staff resources being occupied with budget review and movement of staff. This information will be presented to Council's next meeting on 17 April 2018.

The List of Accounts Paid for the period to 28 February 2018 is attached as **Appendix 1**.

STATUTORY ENVIRONMENT

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

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

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

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

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council receive the List of Paid Accounts for the period ending 28 February 2018 as presented in Appendix 2.

RESOLUTION

Moved Councillor Johnson, seconded Councillor Rule that Council receive the List of Paid Accounts for the period ending 28 February 2018 as presented in Appendix 1.

CARRIED UNANIMOUSLY

APPENDIX 1

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

TYPE Chq/EFT	DATE PAID	NAME	DETAILS	AMOUNT
EFT23718	02/02/2018	HELEN MARIE SAMPSON	BACK PAY 1ST JULY 2017	1991.70
EFT23719	02/02/2018	JOHN ANTHONY O'NEILL	REIMBURS-BOND FOR TRANSPORTABLE	5000.00
EFT23720	05/02/2018	LANCELIN CARPENTRY	DISMANTLE GAZEBO AND REBUILD	5578.00
EFT23721	05/02/2018	PROLUDIC PTY LTD	SUPPLY INSTALL PLAYGROUND EQUIP AT HAROLD PARK	37261.71
EFT23722	05/02/2018	COS COMPLETE OFFICE SUPPLIES	STATIONERY	145.12
EFT23723	05/02/2018	COUNTRY COPIERS NORTHAM	METER READING	1061.13
EFT23724	05/02/2018	MCLEODS	LEASE AGREEMENT - LP COUNTY CLUB	1617.29
EFT23725	05/02/2018	LEDGE POINT COMMUNITY ASSOC	MUSIC IN THE PARK ENTERTAINMENT	2800.00
EFT23726	05/02/2018	DATA#3	CENTRAL ENDPOINT INTERCEPT X	7226.23
EFT23727	05/02/2018	OUTDOOR WORLD SHEDFORCE LA	DEPOSIT FOR ROLLER DOOR DELIVERY FOR LP FIRESHED	3784.00
EFT23728	05/02/2018	AMPAC	DEBT RECOVERY	2261.71
EFT23729	05/02/2018	RNK SALES PTY LTD	AUGER 450MM FOR GG098 NEW KANGA	2465.08
EFT23730	05/02/2018	UNREAL KIDS PARTIES	MUSIC IN THE PARK 2018 - FACE PAINTER	260.00
EFT23731	05/02/2018	ASB MARKETING	BADGES FOR GG COMM CAR VOLUNTEERS	275.00
EFT23732	05/02/2018	KAREN MURRAY	CLEANING OF WD PUBLIC TOILET	87.50
EFT23733	06/02/2018	DEFS	ESL JANUARY 2018	22374.40
EFT23734	06/02/2018	MIDLAND SNAP ON	BRAKE CALIPER KITS	613.00
EFT23735	06/02/2018	VCM	COFFEE/RENTAL MACHINE	100.00
EFT23736	06/02/2018	COS COMPLETE OFFICE SUPPLIES	STATIONERY	230.95
EFT23737	06/02/2018	MARKETFORCE PRODUCTIONS	ADVERTISING	55.90
EFT23738	06/02/2018	SPORTSWORLD OF WA	GOGGLES	214.50
EFT23739	06/02/2018	TRUCKLINE	SPANNER	84.68
EFT23740	06/02/2018	THREE CHILLIES TRAIL DESIGN	VARIATIONS TO WORKS EXTRA HANDRAILING	4477.00
EFT23741	06/02/2018	SRS FABRICATION	POD FOR RANGERS VEHICLE - GG074 & GG073	23320.00
EFT23742	06/02/2018	RNK SALES PTY LTD	O RING	49.28
EFT23743	06/02/2018	COVS PARTS PTY LTD	AIR FILTER	58.63
EFT23744	06/02/2018	PFD FOOD SERVICES PTY LTD	KIOSK SUPPLIES	583.40
EFT23745	06/02/2018	CASTLES R US	MUSIC IN THE PARK - BOUNCY CASTLE	460.00
EFT23746	06/02/2018	GINGIN FUEL AND TYRES	DIESEL	27.18
EFT23747	06/02/2018	LANDGATE	LAND ENQUIRIES	202.40
EFT23748	06/02/2018	OSBORNE PARK SITECH (WA)	CALIBRATION - GG006 & TRAVEL /TEC	2502.50
EFT23749	06/02/2018	STEWART AND HEATON CLOTHING	J545 1 X JACKET SIZE 97	140.29
EFT23750	06/02/2018	SOUTH WEST FIRE UNITS	BLUE BEACON AND 2 X BELTS	212.15
EFT23751	06/02/2018	HERSEY JR & A	MITCHELL BYASS - SAFETY BOOTS X 1	165.00
EFT23752	06/02/2018	WALGA	COURSE A MARTINOVICH AND O EDWARDS	1134.00
EFT23753	06/02/2018	BINDOON TRACTORS	2 X SPACER AND KIT BEARINGS	297.60
EFT23754	06/02/2018	GOLDFIELDS DEANS AUTOGLASS	WINDSCREEN TO ISUZU D-MAX GG046	605.00
EFT23755	06/02/2018	COATES HIRE	2 MESSAGE BOARDS GG TRIATHLON	741.61
EFT23756	06/02/2018	MOORE DEMO & CIVIL	REMOVAL OF ILLEGALLY DUMPED ASBESTOS	961.40
EFT23757	06/02/2018	COURIER AUSTRALIA	FREIGHT	82.68
EFT23758	06/02/2018	GINGIN FUEL AND TYRES	TYRE	227.95
EFT23759	08/02/2018	RSPCA WA (INC.)	PAYROLL DEDUCTIONS	10.00
EFT23760	08/02/2018	LGRCEU (WA DIVISION)	PAYROLL DEDUCTIONS	82.00
EFT23761	08/02/2018	HIF	PAYROLL DEDUCTIONS	157.55
EFT23762	08/02/2018	SOCIAL CLUB TRUST SHIRE OF GG	PAYROLL DEDUCTIONS	1324.00
EFT23763	08/02/2018	LEDGE POINT HARDWARE	VALVE BOX	107.20
EFT23764	08/02/2018	WREN OIL	WASTE OIL	33.00
EFT23765	08/02/2018	KELEMEN PTY LTD	DEPOSIT FOR LA HINCHCLIFFE STAIRCASE	41229.36
EFT23766	08/02/2018	DOUBLEVIEW EARTHMOVING	INTERSECTIONAL UPGRADE WORKS BROCKMAN AND CHERITON ROADS	37334.00
EFT23767	08/02/2018	ECOWATER SERVICES	CALL OUT TO CHECK BIO MAX	200.00
EFT23768	08/02/2018	KOOKABURRA BINS	RECYCLABLES	440.00
EFT23769	08/02/2018	COVS PARTS PTY LTD	LAMP & SOCKET	254.43
EFT23770	08/02/2018	FRANK JOSEPH PECZKA	TRAVEL REIMBURSEMENT	823.92
EFT23771	08/02/2018	M P ROGERS & ASSOCIATES PTY LTD	DESIGN OCEAN BOAT LAUNCHING FAC LP	5567.58
EFT23772	08/02/2018	LA TRADE AND RURAL SUPPLIES	JANUARY 2018 ACCOUNT	2567.27
EFT23773	08/02/2018	HOPKINS J & K	OFFICE FURNITURE	2586.00
EFT23774	08/02/2018	WA HINO SALES AND SERVICE	2 X SEAL OIL GG084	730.26
EFT23775	08/02/2018	GINGIN MECHANICAL SERVICES	GREASE AND SYNTHETIC UNIGEAR OIL	3642.72
EFT23776	08/02/2018	TRUCKLINE	4 FLAGS & DIAMOND BOOK	253.37
EFT23777	08/02/2018	KELLY GARDNER	AUSTRALIA DAY - MUSICIAN	200.00
EFT23778	08/02/2018	FORCH	LEAF SPRING LUBE	39.58
EFT23779	08/02/2018	TECHNOLOGYONE LIMITED	SLIP DOWNLOADER MODIFICATIONS	1980.00
EFT23780	08/02/2018	GINGIN FUEL AND TYRES	TYRES	1821.70
EFT23781	08/02/2018	JASON INDUSTRIES & SIGNMAKERS	SIGNS	1008.59
EFT23782	08/02/2018	TONY PISCONERI	WASTE MANAGEMENT FOR SEABIRD AND LANCELIN LANDFILLS	15180.00
EFT23783	08/02/2018	PRECISION AIR CONDITIONING (WA)	SUPPLY AND INSTALL AIR CONDITIONER GG MEDICAL CENTRE	2475.00
EFT23784	08/02/2018	LA FABRICATION/BOAT BUILDING	REPLACE BBQ PLATE WANGAREE PARK	230.00
EFT23785	08/02/2018	CU@PARK	CATERING	709.50
EFT23786	08/02/2018	MOORE RIVER ELECTRICAL SERVICES	INSTALL FLOODLIGHTS WITH SENSORS	2739.00
EFT23787	08/02/2018	HELEN MARIE SAMPSON	E WASTE RECYCLING	407.00

EFT23788	08/02/2018	COASTLINE CLEANING SERVICES	CLEANING ABLUTIONS LANCELIN AND SEABIRD	6800.00
EFT23789	08/02/2018	KEVIN VINE	CLEANING OF ABLUTIONS &FORESHORE GUILDERTON	11889.66
EFT23790	08/02/2018	CHRISTIE PARKSAFE (ALTIFORM)	6 X BBQ ELEMENTS FOR BBQ'S	921.80
EFT23791	08/02/2018	GINGIN ELECTRICAL PTY LTD	REPAIR LIGHTING TO GINGIN SALEYARDS	132.00
EFT23792	08/02/2018	EXPERIENCE LA HOLIDAY PARK PTY LTI	C/PARK OVERPAYMENTS BY DEBTORS	906.00
EFT23793	08/02/2018	LANCELIN SANDS	SUPPLY SAND FOR THE SEABIRD TIP	11550.00
EFT23794	09/02/2018	FUEL DISTRIBUTORS OF WA PTY LTD	DIESEL	12498.80
EFT23795	12/02/2018	LAWTON GILLON LAWYERS	PREPARING LICENCE MIRAGLIOTTA ST	1045.00
EFT23796	12/02/2018	ALDWICH HOLDINGS PTY LTD	RATES REFUND	975.78
EFT23797	12/02/2018	MCLEODS	MATTER NUMBER 35057	989.68
EFT23798	12/02/2018	HERSEY JR & A	24 X SAFETY SUNGLASSES	250.80
EFT23799	12/02/2018	CARDNO (WA) PTY LTD	CHRMAP AND ADAPTATION PLAN	13124.38
EFT23800	12/02/2018	LEDGE'S KANGA AND SKIP BIN HIRE	LANCELIN JETTY SKIP BIN HIRE	3080.00
EFT23801	12/02/2018	RNK SALES PTY LTD	REAR PROTECTION BARS FOR GG040	831.84
EFT23802	12/02/2018	TX AUSTRALIA PTY LTD	ANNUAL FEE - TRANSMISSION TOWER	3235.50
EFT23803	12/02/2018	COFFEEZ N MOTION	REFRESHMENTS - AUSTRALIA DAY	1047.20
EFT23804	12/02/2018	GINGIN FUEL AND TYRES	FUEL	214.61
EFT23805	12/02/2018	LANDGATE	PROPERTY EVALUATIONS GOVERNOUR GENERALS OFFICE	612.46
EFT23806	13/02/2018	AUSTRALIAN TAXATION OFFICE	JANUARY BAS 2018	32385.00
EFT23807	13/02/2018	FV & M SMIT TRUST ACCOUNT	DOCTOR'S SUPPORT	5536.89
EFT23808	13/02/2018	MCINTOSH AND SON	PURCHASE OF CASE 921F LOADER	270050.00
EFT23809	14/02/2018	GEOFFRY LIDDELOW	MANAGEMENT CONTRACT FEE	41250.00
EFT23810	14/02/2018	COS COMPLETE OFFICE SUPPLIES	STATIONERY	133.22
EFT23811	14/02/2018	BRANCHS TRADE SERVICES	4 WEEKS ACCOM FOR POLICE IN GU	8600.00
EFT23812	14/02/2018	LEDGE POINT HARDWARE	PAINT	102.00
EFT23813	14/02/2018	HELEN MARIE SAMPSON	FREIGHT	407.00
EFT23814	14/02/2018	OFFICEMAX AUSTRALIA LTD	STATIONERY	44.70
EFT23815	14/02/2018	WA POLICE SERVICE	POLICE CHECKS FOR VOLUNTEER FF	44.70
EFT23816	14/02/2018	LANCELIN 7 DAY SUPERMART IGA	JANUARY ACCOUNT	95.65
EFT23817	14/02/2018	MCGEES PROPERTY	ASSESS AND BRIEF MARKET RENTAL	1100.00
EFT23818	14/02/2018	ECOWATER SERVICES	BIO MAX SERVICE	529.10
EFT23819	14/02/2018	MOORE STEPHENS	BUDGETING W/SHOP ZIGGY EDWARDS	907.50
EFT23820	14/02/2018	GINGIN CABINETS	MAKE DOOR FRAME	77.00
EFT23821	14/02/2018	KLEENHEAT GAS PTY LTD	BULK GAS	2218.79
EFT23822	14/02/2018	LANCELIN CARPENTRY	CONCRETE/RAMPS AND GAZEBO LA SKATE PARK	1580.00
EFT23823	14/02/2018	FRANK JOHNSON	TRAVEL REIMBURSEMENT	1015.59
EFT23824	14/02/2018	MOORE RIVER ELECTRICAL SERVICES	TEST BBQ , REPLACE ELEMENT	885.00
EFT23825	14/02/2018	WATERLOGIC AUSTRALIA PTY LTD	WATER FILTRATION	133.10
EFT23826	14/02/2018	LANCELIN GULL ROADHOUSE	JANUARY ACCOUNT 2018	503.32
EFT23827	14/02/2018	RSA SIGNS PTY LTD	DOG EXERCISES AREA SIGNAGE FOR LP	138.60
EFT23828	14/02/2018	RODNEY & JOY VENESS	CLEANING SEABIRD TOILETS FOR 01 DECEMBER 2017 - 31 JANUARY 2018	520.00
EFT23829	14/02/2018	MOORE RIVER SKIP BINS	RECYCLING	660.00
EFT23830	14/02/2018	SHIELDS POWER CLEAN	CLEANING GRANVILLE HALL FOR JANUARY	525.00
EFT23831	14/02/2018	GINGIN PREMIUM MEATS	CATERING	165.00
EFT23832	14/02/2018	WA SHED COMMERCIAL PTY LTD	INTERNAL FITTING OUT - NILGEN FIRESHED	34284.80
EFT23833	14/02/2018	GINGIN FUEL AND TYRES	FUEL	72.56
EFT23834	14/02/2018	MCINTOSH AND SON	SET OF 2 KEYS FOR CASE	64.06
EFT23835	14/02/2018	COO-EE COURIERS	FREIGHT	754.38
EFT23836	14/02/2018	DARRYL BRENDON FERGUSON	BACKFILL WASHOUT & ROLL SALE YARDS	2310.00
EFT23837	14/02/2018	WRIGHT EXPRESS AUSTRALIA	JANUARY ACCOUNT 2018	1946.31
EFT23838	14/02/2018	JCB CONSTRUCTION EQUIPMENT	GG011 - 250HR SERVICE PARTS	316.97
EFT23839	14/02/2018	DVG WANNEROO MITSUBISHI	10,000KM SCHEDULED SERVICE - PARTS	538.40
EFT23840	14/02/2018	AVON WASTE	WASTE COLLECTION	35302.00
EFT23841	14/02/2018	HEMPFIELD SMALL MOTORS	1 X FRONT 2 CASING"	235.40
EFT23842	14/02/2018	GRO-TURF PTY LTD	TURF MAINTENANCE	33904.99
EFT23843	14/02/2018	ALANCO AUSTRALIA	PLUGS/SOCKET CONTACT/PIN CONTACTS	246.95
EFT23844	14/02/2018	COVS PARTS PTY LTD	TX3500S VALUE PACK X 1	767.80
EFT23845	14/02/2018	REDBACK ELECTRICAL SERVICES	1 X 20A 4 PIN PLUG FOR NEW WELDER	274.59
EFT23846	14/02/2018	BOC	GAS BOTTLE HIRE	114.57
EFT23847	14/02/2018	GINGIN FUEL AND TYRES	TYRES	732.50
EFT23848	14/02/2018	STRUCTERRE CONSULTING	INVESTIGATE STAINING GG HARDCOURTS	1441.00
EFT23849	14/02/2018	MCLEODS	MATTER NO.41111	395.83
EFT23850	14/02/2018	QUALITY TRAFFIC MANAGEMENT	TRAFFIC CONTROL	1394.25
EFT23851	14/02/2018	METROCOUNT	TRAFFIC COUNT	12323.30
EFT23852	14/02/2018	MOORE RIVER ELECTRICAL SERVICES	REPLACE LIGHTS	484.00
EFT23853	14/02/2018	EXTERIA STREET/ PARK OUTFITTERS	SHADE STRUCTURES BENCHES/VASES LA STREETSCAPE	43112.85
EFT23854	14/02/2018	MOORE RIVER SKIP BINS	TRANSPORT RECYCLABLES	440.00
EFT23855	14/02/2018	GTS-GAUGES TRANSMITTERS SWITCHE	1 X GPS TRIPMETER	844.80
EFT23856	14/02/2018	JOANNE TONNA GRAPHIC DESIGN	ADVERTISING PROOF	510.00
EFT23857	14/02/2018	LANCELIN SANDS	MONTHLY PUMP OUT FEE	1200.00
EFT23858	14/02/2018	MOORE RIVER ROADHOUSE	JANUARY ACCOUNT 2018	1157.58
EFT23859	15/02/2018	ASHLEYS ELECTRICAL SERVICES	SUPPLY/INSTALL POWER BOX	500.50
EFT23860	15/02/2018	WATERLOGIC AUSTRALIA PTY LTD	WATER COOLER RENTAL	133.10
EFT23861	15/02/2018	SIGMA CHEMICALS	CHEMICALS	1534.67
EFT23862	15/02/2018	GRO-TURF PTY LTD	FERTILISE SPORTS FIELDS	1628.00
EFT23863	15/02/2018	COMMERCIAL LOCKSMITHS	3 X GTE1 KEYS AND 5 X GTE1 LOCKS	1523.50
EFT23864	15/02/2018	ALANCO AUSTRALIA	RANGER POD BUILD- GGO73 & GG074	264.76

EFT23865	15/02/2018	WHEELS & KEELS AUTO ELECTRICAL	WORKSHOP DUTIES	2671.28
EFT23867	15/02/2018	NESSCO	DYNAWELD BOSSWELD MIG	435.90
EFT23868	15/02/2018	SORRENTO SURF LIFE SAVING CLUB	WATER SAFETY - LANCELIN TRIATHLON	1800.00
EFT23869	15/02/2018	PFD FOOD SERVICES PTY LTD	KIOSK SUPPLIES	35.30
EFT23870	15/02/2018	GINGIN FUEL AND TYRES	TYRES	647.00
EFT23871	19/02/2018	FUEL DISTRIBUTORS OF WA PTY LTD	DIESEL	12298.90
EFT23872	19/02/2018	SUREKLEEN PRODUCTS	WORKSHOP CLEANING ITEMS	330.77
EFT23873	21/02/2018	GR THOMSON TRUCK HIRE	WATER TRUCK HIRE - RURAL ROADS	16249.75
EFT23874	21/02/2018	GINGIN PREMIUM MEATS	CATERING	206.19
EFT23875	21/02/2018	GINGIN TRADING	JANUARY ACCOUNT 2018	2476.40
EFT23876	21/02/2018	VCM	SKIM MILK POWDER	245.00
EFT23877	21/02/2018	TRANSPLAN PTY LTD	PLAN/DEVELOP GINGIN TRAILS PLAN	7656.00
EFT23878	21/02/2018	STABLE FLY ACTION GROUP INC.	CONTRIB PUBLIC LIABILITY	750.00
EFT23879	21/02/2018	SLATER-GARTRELL SPORTS	GINGIN TRIATHLON SINGLETS X 155	2688.84
EFT23880	21/02/2018	WHEELS & KEELS AUTO ELECTRICAL	ELECTRICAL WORK ON GG016	947.89
EFT23881	21/02/2018	MOORE DEMO & CIVIL	REMOVAL OF DUMPED ASBESTOS	550.00
EFT23882	21/02/2018	NORTHERN VALLEY FRUIT POPS	POPSICLES	75.00
EFT23883	21/02/2018	WORK CLOBBER	UNIFORM FOR STABLE FLY INSPECTOR	317.00
EFT23884	21/02/2018	SUNNY SIGNS COMPANY PTY LTD	SIGNS	847.00
EFT23885	21/02/2018	T-QUIP	SERVICE PARTS FOR LOADER	305.40
EFT23886	21/02/2018	RSA SIGNS PTY LTD	8 X SELF ADHESIVE STICKERS	39.60
EFT23887	21/02/2018	COVS PARTS PTY LTD	1 X BATTERY ODC 12V00CCA 75AH	857.35
EFT23888	21/02/2018	DEPARTMENT OF TRANSPORT	VEHICLE SEARCH	271.35
EFT23889	21/02/2018	SOLARGAIN PV PTY LTD	REFUND OF PLANNING FEE	440.26
EFT23890	21/02/2018	UNIVERSAL MARINE SYSTEMS WA	BRACKETS/PINS FOR FINGER JETTY	838.76
EFT23891	21/02/2018	ACS SWAN EXPRESS PRINT	10 X FIREBREAK INSPECTION BOOKS	418.00
EFT23892	21/02/2018	GINGIN FUEL AND TYRES	TYRE	102.90
EFT23893	22/02/2018	RSPCA WA (INC.)	PAYROLL DEDUCTIONS	10.00
EFT23894	22/02/2018	LGRCEU (WA DIVISION)	PAYROLL DEDUCTIONS	82.00
EFT23895	22/02/2018	HIF	PAYROLL DEDUCTIONS	157.55
EFT23896	22/02/2018	SOCIAL CLUB TRUST	PAYROLL DEDUCTIONS	1384.00
EFT23897	22/02/2018	PAYWISE	VEHICLE LEASE	1667.48
EFT23898	26/02/2018	MCLEODS	RE: ACQUISITION OF LOT 102 WELD ST	236.58
EFT23899	26/02/2018	HERSEY JR & A	1 X 13PC EXTENSION BAR SET	187.00
EFT23900	26/02/2018	QUALITY TRAFFIC MANAGEMENT	TRAFFIC CONTROL	1465.75
EFT23901	26/02/2018	GULL GINGIN	CATERING	81.60
EFT23902	26/02/2018	LANCELIN APPLIANCE SERVICES	REPLACE 1 X A/C	2075.00
EFT23904	26/02/2018	WA SPORTS EVENTS	LA TRIATHLON - TIMING FOR EVENT	3025.00
EFT23905	26/02/2018	CSSTECH	SHORETEL ESSENTIALS LICENSE	930.60
EFT23906	26/02/2018	EXPERIENCE LA HOLIDAY PARK	KEY BOND AND BOOM GATE BONDS	4100.00
EFT23909	26/02/2018	WEST COAST HELI SCENE	LA TRIATHLON - SHARK SURVEYLANCE	663.30
EFT23911	27/02/2018	COUNTRY COPIERS NORTHAM	METER READING	1943.56
EFT23913	27/02/2018	DARRYL BRENDON FERGUSON	CROSS OVER WORKS - AS A RESULT OF W/	3432.00
EFT23915	27/02/2018	AUSTRALIA POST	POSTAGE	2.07
EFT23918	27/02/2018	OFFICEMAX AUSTRALIA LTD	STATIONERY	92.47
EFT23919	27/02/2018	DATA#3	MICROSOFT OFFICE RENEWAL	5129.12
EFT23921	27/02/2018	IRON MOUNTAIN SERVICES PTY LTD	RECORD RETENTION	214.71
EFT23923	27/02/2018	JE MIEL T/AS GINGIN IGA EXPRESS	JANUARY ACCOUNT	897.42
EFT23924	27/02/2018	LANCELIN CWA	CWA LEASE AGREEMENT	256.10
EFT23925	27/02/2018	HERSEY JR & A	PAD LOCK	49.50
EFT23926	27/02/2018	GINGIN CRC	VENUE HIRE - PLANNING FOR ACTION WORKSHOP	325.00
EFT23927	27/02/2018	FV & M SMIT TRUST ACCOUNT	DOCTOR'S SUPPORT	3126.96
EFT23928	27/02/2018	ALANCO AUSTRALIA	RANGER VEHICLES POD FITTINGS	868.66
EFT23929	27/02/2018	WHEELS & KEELS AUTO ELECTRICAL	WORKSHOP DUTIES	1244.89
EFT23930	27/02/2018	COVS PARTS PTY LTD	GLOBES AND FUSE KITS	482.95
EFT23931	27/02/2018	DAIMLER TRUCKS PERTH	O RING	19.49
EFT23932	27/02/2018	EASTERN HILLS SAWS & MOWERS	CHAINSAW	1160.00
EFT23933	27/02/2018	JB HI-FI	EPSON - EB-2265U PROJECTOR	2454.00
EFT23934	27/02/2018	GINGIN PREMIUM MEATS	CATERING	115.36
EFT23935	27/02/2018	COURIER AUSTRALIA	FREIGHT	274.40
EFT23936	27/02/2018	GINGIN FUEL AND TYRES	HIGH TENSILE BOLTS	7.20
EFT23937	27/02/2018	BUILDING COMMISSION	BRB COLLECTION JANUARY 2018	1238.88
EFT23938	27/02/2018	COS COMPLETE OFFICE SUPPLIES	STATIONERY	510.36
EFT23939	27/02/2018	BOYA EQUIPMENT	FILTERS FOR GG034 AND GG041	495.65
EFT23940	27/02/2018	HERSEY JR & A	PPE	1003.25
EFT23941	27/02/2018	TUTT BRYANT EQUIPMENT	FILTER FOR GG029	169.23
EFT23942	27/02/2018	HEMPFIELD SMALL MOTORS	PARTS FOR GG02	389.79
EFT23943	27/02/2018	FULTON HOGAN INDUSTRIES PTY LTD	10 X BAGS PATCH FOR SHIRE ROADS	7040.00
EFT23944	27/02/2018	NESSCO	RECIP SAW GG048	399.30
EFT23945	27/02/2018	GINGIN FUEL AND TYRES	TYRES	522.00
EFT23946	27/02/2018	JASON INDUSTRIES & SIGNMAKERS	SIGNS	1210.00
EFT23947	27/02/2018	LA TRADE AND RURAL SUPPLIES	LANCELIN TRIATHLON - PRIZE VOUCHERS 2	675.00
EFT23948	28/02/2018	NEERGABBY COMMUNITY ASSOC	CATERING FOR AUSTRALIA DAY	2000.00
EFT23949	28/02/2018	FUEL DISTRIBUTORS OF WA PTY LTD	DIESEL	12086.20
EFT23950	28/02/2018	HEMPFIELD SMALL MOTORS	NEW GENERATOR FOR SEABIRD TIP	2150.00
EFT23951	28/02/2018	DANEL CONRADIE	REIMBURSEMENT FOR WORKSHOP	999.00
EFT TOTAL				**999,888.31**

CHEQUES

115455	01/02/2018	TELSTRA	FIRE BRIGADE AND INTERNET	219.05

115456	01/02/2018 SHIRE OF GINGIN	REGISTRATION FOR COMMUNITY CAR	146.55
115457	01/02/2018 SYNERGY	RAILWAY STATION	400.20
115458	08/02/2018 SHIRE OF GINGIN	PAY ENDING 06/02/2018	2270.00
115459	09/02/2018 MARKO MRSA	RATES REFUND	645.87
115460	09/02/2018 STEPHEN KEITH SCOTT	OVER CHARGE ON INFRINGEMENT	18.00
115461	09/02/2018 LYNSEY MCDONNELL	CANCELLATION GU C/PARK	82.00
115462	09/02/2018 DELAMERE TAU	CANCELLATION GU C/PARK	82.00
115463	15/02/2018 KIM GRAY	INSTALL FIREBREAKS	2100.00
115464	15/02/2018 BEACHSANDS LEDGE POINT	FUEL	75.34
115465	15/02/2018 ENDEAVOUR TAVERN	RATES REFUND	4253.70
115468	21/02/2018 JOHN JOSEPH FITZPATRICK	RATES REFUND	347.25
115469	21/02/2018 SUNTIQUE FASHIONS	LANCELIN TRIATHLON - PRIZE VOUCHERS 2	200.00
115470	22/02/2018 SHIRE OF GINGIN	PAY ENDING 20/2/2018	2165.00
115471	27/02/2018 SHANE SIKORA	REFUND CANCEL BOOKING GU C/PARK	115.00
115472	27/02/2018 REBECCA MCINNES	REFUND CANCEL BOOKING GU C/PARK	148.00
115473	27/02/2018 AMY SHANNON	REFUND CANCEL BOOKING GU C/PARK	190.00
115474	27/02/2018 GINGIN PHARMACY	NOV DEC JAN ACCOUNT 2018	349.90
115475	28/02/2018 OFFSHORE CAFE LANCELIN	CATERING	1014.50
CHEQUES TOTAL			**14,822.36**

DIRECT DEBIT

DD23897.1	01/02/2018 SYNERGY	ELECTRICITY - WANGAREE PARK 15.11.17 -	814.45
DD23908.1	05/02/2018 TELSTRA	TELEPHONE - GUILDERTON CARAVAN PARI	611.75
DD23913.1	02/02/2018 HELEN MARIE SAMPSON	SUPERVISION AND RECYCLING - GINGIN RE	2538.46
DD23919.1	06/02/2018 WATER CORPORATION	WATER - CEO RESIDENCE	410.24
DD23921.1	06/02/2018 WATER CORPORATION	WATER - 37A LEFROY STREET	321.74
DD23923.1	06/02/2018 WATER CORPORATION	WATER - 4 FEWSTER STREET	256.75
DD23925.1	06/02/2018 WATER CORPORATION	WATER - 3 FEWSTER ST, GINGIN	143.01
DD23934.1	07/02/2018 TELSTRA	TELEPHONE - GG OFFICE	3149.18
DD23939.1	05/02/2018 WA TREASURY CORPORATION	LOAN REPAYMENT - LOAN 126	8779.98
DD23940.1	06/02/2018 AUSTRALIANSUPER	PAYROLL DEDUCTIONS	2791.67
DD23940.2	06/02/2018 CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	147.92
DD23940.3	06/02/2018 CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	202.35
DD23940.4	06/02/2018 CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	200.75
DD23940.5	06/02/2018 CLICKSUPER	PAYROLL DEDUCTIONS	700.01
DD23940.6	06/02/2018 CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	297.80
DD23940.7	06/02/2018 CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	42.94
DD23940.8	06/02/2018 CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	217.03
DD23940.9	06/02/2018 CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	18.00
DD23946.1	08/02/2018 WATER CORPORATION	WATER - GG MEDICAL CENTRE	1947.43
DD23948.1	08/02/2018 WATER CORPORATION	WATER - OFFICE 7 BROCKMAN ST	121.94
DD23950.1	08/02/2018 WATER CORPORATION	WATER - HALL, 6 CONSTABLE ST	100.42
DD23952.1	08/02/2018 WATER CORPORATION	WATER -GINGIN CWA BUILDING	7.17
DD23958.1	09/02/2018 WATER CORPORATION	WATER -GG GRANVILLE PARK	1123.27
DD23960.1	09/02/2018 WATER CORPORATION	WATER -SENIORS UNITS	839.24
DD23962.1	09/02/2018 WATER CORPORATION	WATER -ILUKA AQUATIC CENTRE	511.67
DD23964.1	09/02/2018 T-QUIP	STREET SWEEPER LEASE FEB 2018	3771.83
DD23981.1	12/02/2018 TELSTRA	TELEPHONE - T.I.M.	0.26
DD23984.1	12/02/2018 WATER CORPORATION	WATER - HOUSE AT EDWARDS ST, GU	564.01
DD23986.1	12/02/2018 TELSTRA	MOBILE TELEPHONE - TO 21/1/18	902.86
DD23991.1	13/02/2018 SYNERGY	ELECTRICITY - WOODRIDGE HALL	5.55
DD23993.1	14/02/2018 CREDIT CARD - TOWNSITE MAINT (LC)	CREDIT CARD FEE	4.00
DD23995.1	14/02/2018 CREDIT CARD - MECHANIC/DEPOT	CHAIN SAW PARTS FOR 5GG, NEW BARREL	173.27
DD23998.1	14/02/2018 CREDIT CARD - TOWNSITE MAINT(UC)	CREDIT CARD EXPENDITURE JAN 2018	4.00
DD24000.1	14/02/2018 CREDIT CARD - CEO	CREDIT CARD EXPENDITURE JAN 2019	255.35
DD24002.1	14/02/2018 CREDIT CARD - EMCCS	CREDIT CARD EXPENDITURE JAN 2020	1128.17
DD24006.1	14/02/2018 WATER CORPORATION	WATER - TOILETS AT MOORE RIVER DRIVE	38.26
DD24008.1	14/02/2018 WATER CORPORATION	WATER - WOODRIDGE HALL	688.61
DD24010.1	14/02/2018 WATER CORPORATION	WATER - SHED AT 60 KING DVE WD	7.17
DD24013.1	14/02/2018 CREDIT CARD - EMPD	CREDIT CARD EXPENDITURE JAN 2018	239.25
DD24020.1	15/02/2018 SYNERGY	SYNERGY ACCOUNT PAYMENT	67.35
DD24022.1	15/02/2018 SYNERGY	ELECTRICITY - LOT 244 SOVEREIGN HILL	128.70
DD24024.1	15/02/2018 SYNERGY	ELECTRICITY - STANDPIPE	1786.10
DD24026.1	15/02/2018 SYNERGY	ELECTRICITY - 13 KING DR, WOODRIDGE	2600.75
DD24028.1	16/02/2018 SYNERGY	ELECTRICITY - LOT 77 EDWARDS ST	33.50
DD24031.1	16/02/2018 SYNERGY	ELECTRICITY - SEABIRD FIRE SHED	153.90
DD24033.1	16/02/2018 SYNERGY	ELECTRICITY - LOT 47 CHALON AVE	435.10
DD24035.1	16/02/2018 SYNERGY	ELECTRICITY - LOT 197 CHALON AVE	1266.30
DD24037.1	16/02/2018 WATER CORPORATION	WATER - HALL AT 232 WEDGE ST	81.12
DD24039.1	16/02/2018 WATER CORPORATION	WATER - RESERVE AT LOT 96 EDWARDS ST	612.10
DD24041.1	16/02/2018 WATER CORPORATION	WATER - SHOP AT EDWARDS ST	1193.94
DD24043.1	16/02/2018 WATER CORPORATION	WATER - GUILDERTON CARAVAN PARK	9929.82
DD24046.1	16/02/2018 HELEN MARIE SAMPSON	GINGIN REFUSE SITE 3/2/18 - 16/2/18	2538.46
DD24050.1	16/02/2018 WA TREASURY CORPORATION	LOAN REPAYMENT 16/2/18	21412.02
DD24052.1	15/02/2018 WA TREASURY CORPORATION	LOAN REPAYMENT 15/2/18	23380.02
DD24055.1	19/02/2018 WATER CORPORATION	WATER - RESERVE AT 2 ATKINSON WAY	40.47
DD24057.1	19/02/2018 WATER CORPORATION	WATER - UNIT 1/ 2 ATKINSON WAY	234.79
DD24059.1	19/02/2018 WATER CORPORATION	WATER - UNIT 10/ 2 ATKINSON WAY	254.12
DD24061.1	19/02/2018 WATER CORPORATION	WATER - UNIT 11/ 2 ATKINSON WAY	223.86
DD24063.1	19/02/2018 WATER CORPORATION	WATER - UNIT 2/ 2 ATKINSON WAY	226.38
DD24065.1	19/02/2018 WATER CORPORATION	WATER - UNIT 3/ 2 ATKINSON WAY	244.04
DD24067.1	19/02/2018 WATER CORPORATION	WATER - UNIT 4/ 2 ATKINSON WAY	249.92
DD24069.1	19/02/2018 WATER CORPORATION	WATER - UNIT 5/ 2 ATKINSON WAY	227.22

DD24071.1	19/02/2018	WATER CORPORATION	WATER - UNIT 6/ 2 ATKINSON WAY	229.74
DD24073.1	19/02/2018	WATER CORPORATION	WATER - COMMON 2 ATKINSON WAY	63.88
DD24075.1	19/02/2018	WATER CORPORATION	WATER - UNIT 7/ 2 ATKINSON WAY	242.35
DD24077.1	19/02/2018	WATER CORPORATION	WATER - UNIT 8/ 2 ATKINSON WAY	240.68
DD24079.1	19/02/2018	WATER CORPORATION	WATER - UNIT 9/ 2 ATKINSON WAY	227.23
DD24081.1	19/02/2018	WATER CORPORATION	WATER - FIRE STANDPIPE	571.27
DD24083.1	19/02/2018	WATER CORPORATION	WATER - FIRE STATION SEABIRD	14.35
DD24085.1	19/02/2018	WATER CORPORATION	WATER - FOUNTAIN MCCORMICK ST	7.04
DD24087.1	19/02/2018	WATER CORPORATION	WATER - PARK AT LOT 77 MCCORMICK ST,	435.16
DD24091.1	19/02/2018	SYNERGY	ELECTRICITY - DEWAR ST, GU	699.90
DD24093.1	19/02/2018	SYNERGY	ELECTRICITY LOT 11 DEWAR ST, GU	309.55
DD24095.1	19/02/2018	SYNERGY	ELECTRICITY - LOT 12 DEWAR ST, GU	93.85
DD24100.1	20/02/2018	SYNERGY	ELECTRICITY - LOT 236 BROCKMAN ST	291.20
DD24103.1	20/02/2018	SYNERGY	ELECTRICITY FRASER ST, GU	311.15
DD24105.1	20/02/2018	SYNERGY	ELECTRICITY - GUILDERTON FIRE SHED	187.40
DD24107.1	20/02/2018	WATER CORPORATION	WATER - 646 DEBURGH ST, LEDGE POINT	31.08
DD24109.1	20/02/2018	WATER CORPORATION	WATER - STANDPIPE AT JONES ST	42.86
DD24111.1	20/02/2018	WATER CORPORATION	WATER - PARK AT DE BURGH ST	119.55
DD24113.1	20/02/2018	WATER CORPORATION	WATER - CLUB AT JONES ST	554.71
DD24120.1	20/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	2852.11
DD24120.2	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	147.92
DD24120.3	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	202.35
DD24120.4	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	200.75
DD24120.5	20/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	700.01
DD24120.6	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	431.52
DD24120.7	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	209.89
DD24120.8	20/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	293.07
DD24120.9	20/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	708.28
DD24123.1	21/02/2018	WATER CORPORATION	WATER CLUB AT HOPKINS ST	431.98
DD24125.1	21/02/2018	WATER CORPORATION	WATER - PARK AT GINGIN RD	500.00
DD24127.1	21/02/2018	WATER CORPORATION	WATER - CENTRE AT 131 GINGIN RD	153.02
DD24130.1	21/02/2018	WATER CORPORATION	WATER - TOILETS AT 4 HOPKINS ST	181.72
DD24135.1	22/02/2018	WATER CORPORATION	WATER - PARK AT ATKINSON WAY	1126.49
DD24137.1	22/02/2018	WATER CORPORATION	WATER - HALL AT 63 GINGIN RD	178.38
DD24139.1	22/02/2018	WATER CORPORATION	WATER - TOILETS LOT 500 FISHER WAY	150.63
DD24141.1	22/02/2018	WATER CORPORATION	WATER - FOUNTAIN AT CUNLIFFE ST	9.43
DD24143.1	22/02/2018	TELSTRA	TELEPHONE - 2000406992006 F/ BRIGADE	25.95
DD24145.1	22/02/2018	SYNERGY	ELECTRICITY - STREET LIGHTING	11684.25
DD24147.1	22/02/2018	SYNERGY	ELECTRICITY -AMBULANCE SERVICES	202.60
DD24149.1	23/02/2018	TELSTRA	EXECUTIVE MOBILE PHONE ACCOUNTS	488.38
DD24151.1	23/02/2018	SENSIS PTY LTD	ADVERTISING	83.03
DD24160.1	26/02/2018	TELSTRA	TELEPHONE - SEABIRD FIRE BRIGADE	103.95
DD24162.1	26/02/2018	WATER CORPORATION	WATER - DEPOT AT 9 KING ST	45.43
DD24164.1	26/02/2018	SYNERGY	ELECTRICITY - NEERGABBY REC GROUND 1	345.65
DD24185.1	27/02/2018	SYNERGY	ELECTRICITY - LOT 269 SEAVIEW DVE	348.80
DD24187.1	27/02/2018	WATER CORPORATION	WATER - STANDPIPE	40.47
DD24189.1	27/02/2018	WATER CORPORATION	WATER - HALL AT HEFFRON WAY	363.43
DD23940.10	06/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	726.06
DD23940.11	06/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	866.97
DD23940.12	06/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	19174.25
DD23940.13	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	211.22
DD23940.14	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	220.02
DD23940.15	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	350.59
DD23940.16	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	452.34
DD23940.17	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	629.23
DD23940.18	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	982.12
DD23940.19	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	266.76
DD23940.20	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	114.23
DD23940.21	06/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	163.32
DD24120.10	20/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	866.97
DD24120.11	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	211.22
DD24120.12	20/02/2018	CLICKSUPER	PAYROLL DEDUCTIONS	19427.45
DD24120.13	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	210.59
DD24120.14	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	452.34
DD24120.15	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	350.59
DD24120.16	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	629.24
DD24120.17	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	982.12
DD24120.18	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	237.12
DD24120.19	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	127.08
DD24120.20	20/02/2018	CLICKSUPER	SUPERANNUATION CONTRIBUTIONS	163.32
DIRECT DEPOSIT				**176,095.33**
TOTAL MUNICIPAL				**1,190,806.00**

TRUST

3234	05/02/2018	LEE-ANNE BURT	SOCIAL CLUB PAYOUT	350.00
3235	20/02/2018	CONNIE WALKER	PARTIAL SOCIAL CLUB PAY OUT 17/18	200.00
3236	21/02/2018	PUBLIC TRANSPORT AUTHORITY (PTA) -	JANUARY TRANSWA TICKET SALES	40.35
3238	27/02/2018	JACQUELINE CHRISTINE LOBB	REFUND OF CANDITATE NOMINATION	80.00
				670.35

BANK STATEMENT TOTALS

	STATEMENT DEBITS	BANK FEES AND CHARGES	$ 4,552.01
	PAYS	WAGES AND SALARIES	$ 257,081.95
	ELECTRONIC PAYMENTS	POLICE LICENCING	$ 76,705.60
		LA OFFICE RENT	$ 643.38
		GG DOCTORS RESIDENCE	$ -
		FLEXIRENT	$ 212.14
		LA DOCTORS RESIDENCE	$ 1,600.00
		LA DOCTORS VEHICLE	$ 623.52
			336,866.59
TOTAL EXPENDITURE			1,527,672.59

CREDIT CARD BREAK-UP

JANUARY

BANK CHARGES	MONTHLY CARD FEE X 6	24.00
REFRESHMENTS/RECEPTIONS	TOOL BOX MTG 17/1, CEO MTG 24/1	233.00
TRAINING/CONFERENCE		
IT SUPPORT	MOBILE PHONE SCREEN PROTECTORS	30.00
WORKSHOP ITEMS	GG11866 BRAKE PADES, CHAINSAW PARTS	169.27
PARKING	CITY OF PERTH	18.35
POOL KIOSK	GOOGLES, KIOSK SUPPLIES, STATIONARY SUPPLIES	1,094.17
GUILDERTON CARAVAN PARK	C17 QUARTERLY SERVICE AND SUPPLIES	235.25
		1,804.04

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

CHIEF EXECUTIVE OFFICER

PRESIDENT

11.2.2 LEASE OF PORTION OF LOT 1037 GINGIN ROAD, LANCELIN (RESERVE 24019) TO THE LANCELIN PLAYGROUP ASSOCIATION

LOCATION:	**LOT 1037 GINGIN ROAD, LANCELIN**
FILE:	**A4310**
AUTHOR:	**CHER GROVES – COMMUNITY DEVELOPMENT OFFICER**
REPORTING OFFICER:	**ZIGGY EDWARDS – ACTING EXECUTIVE MANAGER CORPORATE AND COMMUNITY SERVICES**
REPORT DATE:	**20 MARCH 2018**
REFER:	**15 MARCH 2016 ITEM 11.2.2**

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider a lease agreement between the Lancelin Playgroup Association and the Shire of Gingin for a portion of the Lancelin Hall as depicted within the lease agreement located at Lot 1037 Gingin Road, Lancelin, for a period of two (2) years with a two (2) year further term.

BACKGROUND

Since 2009, the Shire of Gingin has leased a portion of the Lancelin Hall to the Lancelin Playgroup Association. The most recent lease agreement, which was agreed to by Council on 15 March 2016 expired on 1 March 2018. Renewal negotiations have been ongoing with the Playgroup prior to the expiration of the lease.

The Lancelin Country Women's Association leases the remainder of the hall under an agreement which has also recently expired (see following Item 11.2.2). There has been an ongoing agreement between the two parties in respect of the use of the ablution facilities and cleaning of same.

COMMENT

As with previous leases between the Shire and the Lancelin Playgroup Association, the proposed new lease contains the following condition which is additional to the standard lease template:

- The Lessee and other users of the premises shall have access at all times to the toilet facilities situated in the adjoining section of the building not subject to the lease agreement.

The Lancelin Hall is located on Reserve 24019. The Reserve is vested in the Shire of Gingin for the purpose of "Hall Site", with the Management Order including a power to lease for periods not exceeding 21 years, subject to the approval of the Minister for Lands. Endorsement of the proposed lease has been received from the Department of Planning, Lands and Heritage.

STATUTORY ENVIRONMENT

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

Nil

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council:

1. Approve the proposed lease of portion of the Lancelin Community Hall on Lot 1037 (Reserve 24019) Gingin Road, Lancelin to the Lancelin Playgroup Association for a period of two (2) years with a two (2) year further term in accordance with the lease document shown in Appendix 1; and

2. Authorise the Acting Chief Executive Officer to progress the lease and to sign the lease document on Council's behalf.

RESOLUTION

Moved Councillor Elgin, seconded Councillor Court that Council:

1. Approve the proposed lease of portion of the Lancelin Community Hall on Lot 1037 (Reserve 24019) Gingin Road, Lancelin to the Lancelin Playgroup Association for a period of two (2) years with a two (2) year further term in accordance with the lease document shown in Appendix 1; and

2. Authorise the Acting Chief Executive Officer to progress the lease and to sign the lease document on Council's behalf.

CARRIED UNANIMOUSLY

LEASE AGREEMENT

SHIRE OF GINGIN

AND

LANCELIN PLAYGROUP ASSOCIATION

CONDITIONS

Parties

Shire of Gingin – "The Lessor"

AND

Lancelin Playgroup Association - "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 on Reserve 24019 (Lot 1037 Gingin Road, Lancelin) 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 Shire.

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 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.

1

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 tenant by the Lessor.

TERMINATION

The Lessor may terminate this agreement by providing three months' written notice to the tenant 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 tenant 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.

There is a requirement under the Land Administration Act 1997, Section 18 (Crown land transactions that need Minister's approval) for the consent of the Minister for Lands for any alterations or further negotiations on this lease document.

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. Hire fees be set as part of the Schedule of Fees and Charges in the Lessor's annual budget. All income derived from hire charges shall be forwarded to the Lessor on a quarterly basis. The Lessor will then pay to the Lessee a management fee equivalent to the quarterly total of income received from hire charges, less the GST payable by the Lessor.

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, and shall keep indemnified, the Minister for Lands and the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or brought, maintained or made against the Lessor in respect of:

(a) any loss whatsoever (including loss of use);

(b) injury or damage of, or to, any kind of property or thing; and

(c) the death of, or injury suffered by, any person,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

Obligations Continuing

The obligations of the Lessee to indemnity the Lessor:

(a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations will be reduced by the extent of such payment.

(b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

Release

(1) The Lessee:

(a) agrees to occupy and use the Premises at the risk of the Lessee; and

(b) releases to the full extent permitted by law, the Lessor from:

(i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by; and

(ii) loss of or damage to the Premises or personal property of the Lessee;

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

Limit of Lessor's liability

(1) The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

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SCHEDULE

ITEM 1: LAND

Reserve 24019 - Lot 1037 on Deposited Plan P027318 being the land in Certificate of Crown Title Volume 3124 Folio 808

PREMISES

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

ITEM 2: TERM

2 years

ITEM 3: FURTHER TERM

2 years

ITEM 4: COMMENCEMENT DATE

1 March 2018

ITEM 5: RENT

One peppercorn per annum.

ITEM 6: USE

Social and recreational activities of the Lancelin Playgroup and all uses reasonably ancillary to that purpose.

ITEM 7: PUBLIC LIABILITY INSURANCE

$10,000,000.00

ITEM 8: ADDITIONAL TERMS AND CONDITIONS

8.1 The Lessee and other users of the premises shall have access at all times to the toilet facilities situated in the adjoining section of the building not subject to the lease agreement.

It is acknowledged that the Shire of Gingin and the Lancelin Playgroup agree on the above conditions and responsibilities.

Signed on behalf of the Shire of Gingin:

_____ _____
KAYE LOWES **DATE**
ACTING CHIEF EXECUTIVE OFFICER

Signed on behalf of the Lancelin Playgroup:

_____ _____
SIGNATURE **DATE**

_____ _____
PRINT NAME **OFFICE HELD**

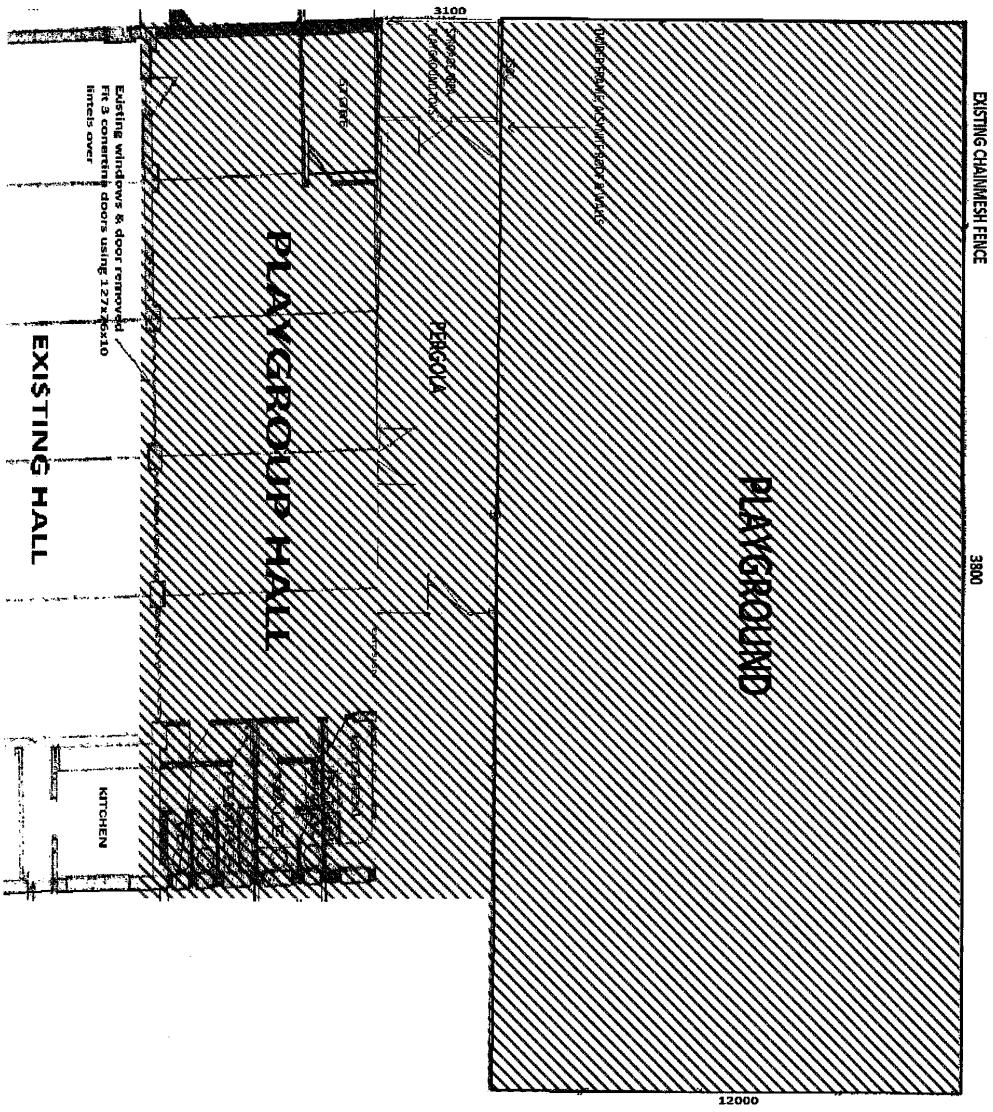
MINISTER FOR LANDS CONSENT:

Consent under section 18 of the *Land Administration Act 1997* as per approval correspondence included as **Annexure 3**.

7

Annexure 1 – Plan of Premises

NOT TO SCALE



8

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.

9

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.

THIS HAS BEEN LEFT BLANK INTENTIONALLY

EXTERNAL

The whole of the exterior of the building is to be kept in a clean and tidy condition free from cobwebs and debris/litter.

In particular, the following items must be given attention:

External	Lessee Responsibilities
Windows	To be kept clean, operable and lockable at all times.
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 or altered. All locks are keyed to Lessor's Master Key System. Lessee is responsible for the costs of lost keys and associated replacement.
Security Screens	To be kept clean and firmly fixed. Any cobwebs to be regularly removed.
Walls	To be kept clean, free from any marks, damage and cobwebs.
Verandah	To be kept clean and free from cobwebs.
Eaves	To be kept clean and free from cobwebs.
Pathways	To be kept clear of rubbish and to be swept regularly. Vegetation surrounding the building not to be damaged.
Light Fittings	To be kept clean and free from cobwebs. Replace all light globes which may fail.
Signs	Any signs installed by the Lessee, located on the building are to be regularly maintained and kept in a safe condition. Signs that may become damaged are to be replaced immediately. Any approvals or licences for signs are to be kept current.
Outdoor Sponsorship Signs	To be maintained to not less than the standard outlined above. Sponsorship Signs require approval of the Lessor before being erected.
Surrounds	To be kept clean, tidy and free from litter and rubbish.
Rubbish Bins	Rubbish bins are to be kept neat and clean. To be placed in the designated area's. Bin enclosures to be kept clear of all rubbish and secured.

Internal / External	Lessors 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	The Lessee to pay all costs associated with the installation and ongoing monitoring of the security system. To be maintained in accordance with the supplier's instructions. Provide evidence of regular annual maintenance (maintenance Report) by a licensed provider. All Telecommunications and other fees to be met by the Lessee. Lessee to provide Access Keys and alarm codes to the Lessor.
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	To be maintained in a clean and operable condition. Clearing of all blockages and repairs to fittings are the Lessor's responsibility.
Toilets & Showers	To be kept in a clean and operable condition at all times. To clear all blockages. All consumables i.e. toilet paper, paper towels are to be supplied by the Lessor. Replacement and repair of fittings such as taps, roll dispensers and coat hangers rest with the Lessor. All walls and floor surfaces to be kept cleaned and undamaged.

Annexure 3 – Minister for Lands Consent

GOVERNMENT OF WESTERN AUSTRALIA

Department of **Planning, Lands and Heritage**

Land Use Management

Our ref: File: 02113-1935 Job: 180065
Enquiries: Carmen Watts Ph: 9791 0830
Fax: 6552 4417
Email: Carmen.watts@dplh.wa.gov.au

18 January 2018

Chief Executive Officer
Shire of Gingin
7 Brockman Street
GINGIN WA 6503

Attention: Cher Groves

Dear Madam

Section 18 Ministerial consent - Lease of Reserve 24019 being Lot 1037 on Deposited Plan 27318 between Shire of Gingin and Lancelin Playgroup Association

Thank you for your recent correspondence regarding permission to lease Lot 1037 being Reserve 24019 which is set aside for the purpose of "Hall Site" and managed by the Shire of Gingin with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) the Minister for Lands approval is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 17 January 2018 on the condition that the final Lease executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the Transfer of Land Act 1893. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours faithfully

Carmen Watts
Senior State Land Officer
Case Delivery

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 PO Box 1221 West Perth Western Australia 6872
Telephone (08) 6552 4400 Facsimile (08) 6552 4417 Freecall: 1800 735 784 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 68 565 723 484

11.2.3 LEASE OF PORTION OF LOT 1037 GINGIN ROAD, LANCELIN (RESERVE 24019) TO THE LANCELIN COUNTRY WOMENS ASSOCIATION

LOCATION:	**LOT 1037 GINGIN ROAD, LANCELIN**	
FILE:	**A4310, BLD/4468**	
AUTHOR:	**CHER GROVES – COMMUNITY DEVELOPMENT OFFICER**	
REPORTING OFFICER:	**ZIGGY EDWARDS – ACTING EXECUTIVE MANAGER CORPORATE AND COMMUNITY SERVICES**	
REPORT DATE:	**20 MARCH 2018**	
REFER:	**20 AUGUST 2013**	**ITEM 11.1.5**
	15 MARCH 2016	**ITEM 11.2.1**

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider a lease agreement between the Lancelin Country Women's Association and the Shire of Gingin for a portion of the Lancelin Hall as depicted within the lease agreement located at Lot 1037 Gingin Road, Lancelin, for a period of two (2) years with a two (2) year further term.

BACKGROUND

At its meeting on 15 March 2016, Council agreed to enter into a lease with the Lancelin Country Women's Association (Lancelin CWA). For a number of years, the Lancelin CWA has been the proxy Caretaker for the Lancelin Hall which includes taking bookings and collecting the associated fees which are then forwarded to the Shire. The Lancelin CWA then receives that income less any applicable GST for management and cleaning costs.

The Lancelin Playgroup Association leases the adjacent room which includes the ablution facilities. There has been an ongoing agreement between the two parties in respect of the use of the ablution facilities and the cleaning of same.

COMMENT

As with previous leases between the Shire and the Lancelin CWA, the proposed new lease contains the following condition which is additional to the standard lease template:

- The Lessee and other users of the premises shall have access at all times to the toilet facilities situated in the adjoining section of the building not subject to the lease agreement.

The Lancelin Hall is located on Reserve 24019. The Reserve is vested in the Shire of Gingin for the purpose of "Hall Site", with the Management Order including a power to lease for periods not exceeding 21 years, subject to the approval of the Minister for Lands. Endorsement of the proposed lease has been received from the Department of Planning, Lands and Heritage.

Additional Terms and Conditions are listed below:

1) The Lessee is responsible for managing and hiring out of the premises to third parties;

2) The Lessee will forward all income derived from hire charges to the Shire at the end of each quarter;

3) The Shire will then pay to the Lessee a management fee equivalent to the quarterly total of income received from hire charges, less the value of applicable GST; and

4) The Lessee and other users of the premises shall have access at all times to the toilet facilities situated in the adjoining section of the building not subject to the lease agreement.

This lease is subject to the endorsement of the Department of Lands. This endorsement has been granted.

STATUTORY ENVIRONMENT

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

Nil

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council:

1. Approve the proposed lease of portion of the Lancelin Community Hall on Lot 1037 (Reserve 24019) Gingin Road, Lancelin to the Lancelin CWA for a period of two (2) years with a two (2) year further term in accordance with the lease document shown in Appendix 1; and

2. Authorise the Acting Chief Executive Officer to progress the lease and to sign the lease document on Council's behalf.

RESOLUTION

Moved Councillor Johnson, seconded Councillor Rule that Council:

1. Approve the proposed lease of portion of the Lancelin Community Hall on Lot 1037 (Reserve 24019) Gingin Road, Lancelin to the Lancelin CWA for a period of two (2) years with a two (2) year further term in accordance with the lease document shown in Appendix 1; and

2. Authorise the Acting Chief Executive Officer to progress the lease and to sign the lease document on Council's behalf.

CARRIED UNANIMOUSLY

LEASE AGREEMENT

SHIRE OF GINGIN

AND

LANCELIN COUNTRY WOMENS ASSOCIATION

CONDITIONS

Parties

Shire of Gingin – "The Lessor"

AND

Lancelin Country Womens Association - "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 Reserve 24019 (Lot 1037 Gingin Road, Lancelin) 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 Shire.

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 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.

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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 tenant by the Lessor.

TERMINATION

The Lessor may terminate this agreement by providing three months' written notice to the tenant 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 tenant 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.

There is a requirement under the Land Administration Act 1997, Section 18 (Crown land transactions that need Minister's approval) for the consent of the Minister for Lands for any alterations or further negotiations on this lease document.

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. Hire fees be set as part of the Schedule of Fees and Charges in the Lessor's annual budget. All income derived from hire charges shall be forwarded to the Lessor on a quarterly basis. The Lessor will then pay to the Lessee a management fee equivalent to the quarterly total of income received from hire charges, less the GST payable by the Lessor.

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, and shall keep indemnified, the Minister for Lands and the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or brought, maintained or made against the Lessor in respect of:

(a) any loss whatsoever (including loss of use);

(b) injury or damage of, or to, any kind of property or thing; and

(c) the death of, or injury suffered by, any person,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

Obligations Continuing

The obligations of the Lessee to indemnity the Lessor:

(a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations will be reduced by the extent of such payment.

(b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

Release

(1) The Lessee:

(a) agrees to occupy and use the Premises at the risk of the Lessee; and

(b) releases to the full extent permitted by law, the Lessor from:

(i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by; and

(ii) loss of or damage to the Premises or personal property of the Lessee;

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

Limit of Lessor's liability

(1) The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

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SCHEDULE

ITEM 1: LAND

Reserve 24019 - Lot 1037 on Deposited Plan P027318 being the land in Certificate of Crown Title Volume 3124 Folio 808

PREMISES

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

ITEM 2: TERM

2 years

ITEM 3: FURTHER TERM

2 years

ITEM 4: COMMENCEMENT DATE

1 March 2018

ITEM 5: RENT

One peppercorn per annum.

ITEM 6: USE

Social and recreational activities of the Lancelin Country Women's Association, and all uses reasonably ancillary to that purpose.

ITEM 7: PUBLIC LIABILITY INSURANCE

$10,000,000.00

ITEM 8: ADDITIONAL TERMS AND CONDITIONS

8.1 The Lessee is responsible for managing the hiring out of the premises to third parties.

8.2 The Lessee will forward all income derived from hire charges to the Lessor at the end of each quarter.

8.3 The Lessor will then pay to the Lessee a management fee equivalent to the quarterly total of income received from hire charges, less the value of applicable GST.

8.4 The Lessee and other user of the premises shall have access at all times to the toilet facilities situated in the adjoining section of the building not subject to this lease agreement.

It is acknowledged that the Shire of Gingin and the Lancelin Country Womens Association agree on the above conditions and responsibilities.

Signed on behalf of the Shire of Gingin:

_____ _____

KAYE LOWES **DATE**
ACTING CHIEF EXECUTIVE OFFICER

Signed on behalf of the Lancelin Country Womens Association:

_____ _____

SIGNATURE **DATE**

_____ _____

PRINT NAME **OFFICE HELD**

MINISTER FOR LANDS CONSENT:

Consent under section 18 of the *Land Administration Act 1997* as per approval correspondence included as **Annexure 3**.

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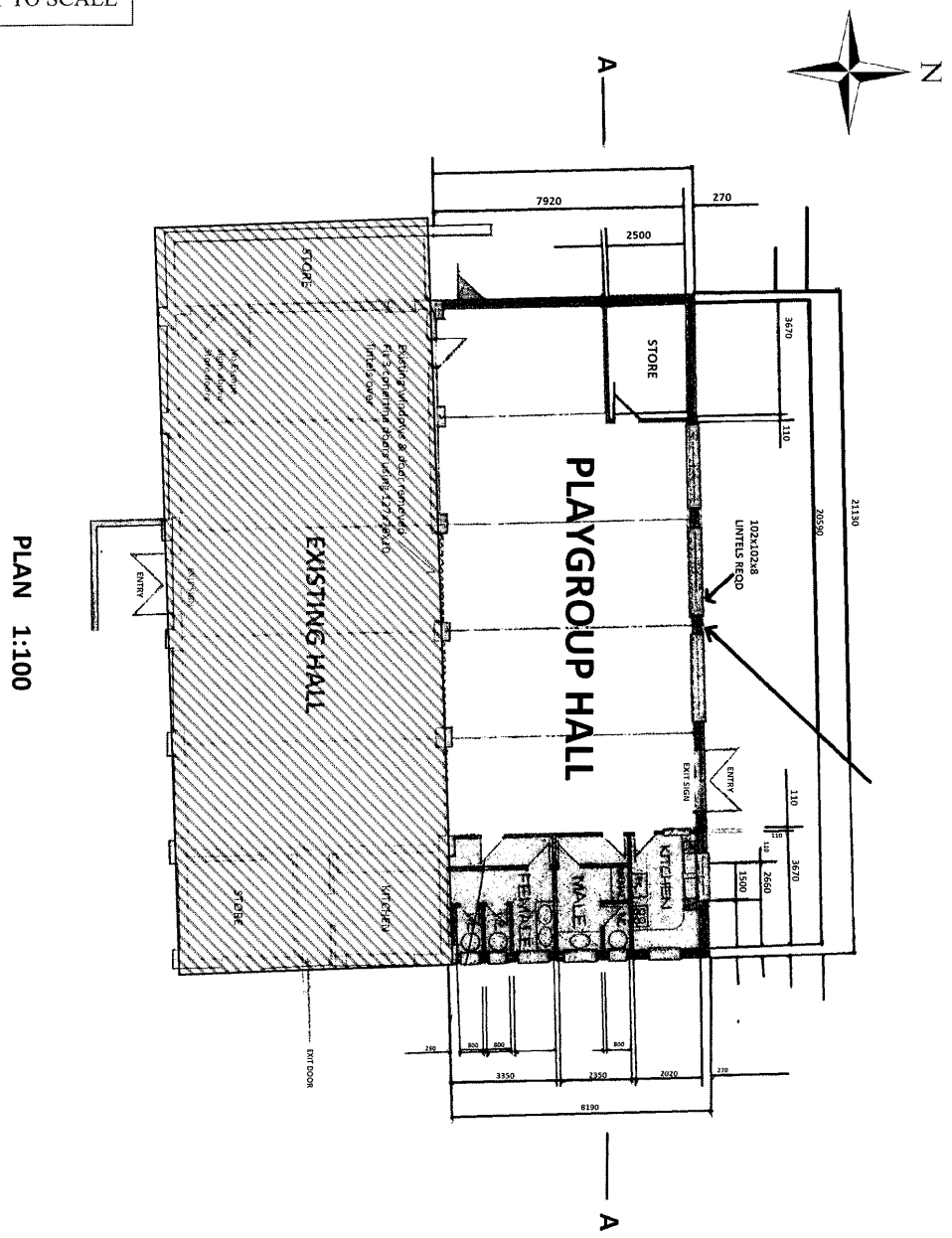
Annexure 1 – Plan of Premises

NOT TO SCALE



PLAN 1:100

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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.

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EXTERNAL

The whole of the exterior of the building is to be kept in a clean and tidy condition free from cobwebs and debris/litter.

In particular, the following items must be given attention:

External	Lessee Responsibilities
Windows	To be kept clean, operable and lockable at all times.
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 or altered. All locks are keyed to Lessor's Master Key System. Lessee is responsible for the costs of lost keys and associated replacement.
Security Screens	To be kept clean and firmly fixed. Any cobwebs to be regularly removed.
Walls	To be kept clean, free from any marks, damage and cobwebs.
Verandah	To be kept clean and free from cobwebs.
Eaves	To be kept clean and free from cobwebs.
Pathways	To be kept clear of rubbish and to be swept regularly. Vegetation surrounding the building not to be damaged.
Light Fittings	To be kept clean and free from cobwebs. Replace all light globes which may fail.
Signs	Any signs installed by the Lessee, located on the building are to be regularly maintained and kept in a safe condition. Signs that may become damaged are to be replaced immediately. Any approvals or licences for signs are to be kept current.
Outdoor Sponsorship Signs	To be maintained to not less than the standard outlined above. Sponsorship Signs require approval of the Lessor before being erected.
Surrounds	To be kept clean, tidy and free from litter and rubbish.
Rubbish Bins	Rubbish bins are to be kept neat and clean. To be placed in the designated area's. Bin enclosures to be kept clear of all rubbish and secured.

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Internal / External	Lessors 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	The Lessee to pay all costs associated with the installation and ongoing monitoring of the security system. To be maintained in accordance with the supplier's instructions. Provide evidence of regular annual maintenance (maintenance Report) by a licensed provider. All Telecommunications and other fees to be met by the Lessee. Lessee to provide Access Keys and alarm codes to the Lessor.
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	To be maintained in a clean and operable condition. Clearing of all blockages and repairs to fittings are the Lessor's responsibility.
Toilets & Showers	To be kept in a clean and operable condition at all times. To clear all blockages. All consumables i.e. toilet paper, paper towels are to be supplied by the Lessor. Replacement and repair of fittings such as taps, roll dispensers and coat hangers rest with the Lessor. All walls and floor surfaces to be kept cleaned and undamaged.

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Annexure 3 – Minister for Lands Consent

GOVERNMENT OF WESTERN AUSTRALIA

Department of **Planning, Lands and Heritage**

Land Use Management

Our ref: File: 02113-1935 Job: 180165
Enquiries: Jamie-Lee King Ph: 6552 4584
Fax: 6552 4417
Email: Jamie-lee.king@dplh.wa.gov.au

29 January 2018

Chief Executive Officer
Shire of Gingin
7 Brockman Street
GINGIN WA 6503

Attention: Cher Groves

Dear Madam

Section 18 Ministerial consent - Lease of Reserve 24019 being Lot 1037 on Deposited Plan 27318 between Shire of Gingin and Lancelin Country Womens Association

Thank you for your recent correspondence regarding permission to lease Lot 1037 being Reserve 24019 which is set aside for the purpose of "Hall Site" and managed by the Shire of Gingin with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) the Minister for Lands approval is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 17 January 2018 on the condition that the final Lease executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the Transfer of Land Act 1893. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours faithfully

Jamie-Lee King
Senior State Land Officer
Case Delivery

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 PO Box 1221 West Perth Western Australia 6872
Telephone (08) 6552 4400 Facsimile (08) 6552 4417 Freecall: 1800 735 784 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 68 565 723 484

11.3. PLANNING AND DEVELOPMENT

11.3.1 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED SINGLE HOUSE AND ANCILLARY ACCOMMODATION ON LOT 557 NAMBUNG ROAD, BAMBUN

FILE:	**BLD/6896**
APPLICANT:	**GERMANO DESIGN**
LOCATION:	**LOT 557 NAMBUNG ROAD, BAMBUN**
OWNER:	**LENNARD KNIGHT**
ZONING:	**GENERAL RURAL**
WAPC NO:	**N/A**
REPORTING OFFICER:	**KYLIE BACON – ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT**
REPORT DATE:	**20 MARCH 2018**
REFER:	**NIL**

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider a Development Application for a proposed Single House and Ancillary Accommodation on Lot 557 Nambung Road, Bambun.

BACKGROUND

The subject lot is approximately 16 hectares in area, is zoned General Rural and abuts Bambanup Nature Reserve.

The subject lot currently houses a shed and the owners seek to construct a single house and an ancillary accommodation with a plot ratio area of 161.07m^2.

The application is referred to Council for consideration due to the plot ratio exceeding that required as per Local Planning Policy 1.7 – Ancillary Accommodation (LPP 1.7) by 61.07m^2 and the proposed reduced setback to the Conservation Category Wetland. The Department of Biodiversity, Conservation and Attractions (DBCA) advises that Environmental Protection Authority (EPA) Guidance Statement 33 recommends that wetlands that are to be protected are afforded a 50 mere minimum wetland buffer, measured from the edge of the fringing vegetation to the building line. The proposal achieves an approximate setback of 25m.

A location plan, site plan, floor plan and elevations are attached as **Appendix 1**.

COMMENT

Community Consultation

The proposal was advertised to the Department of Water and Environmental Regulation (DWER) and the Department of Biodiversity, Conservation and Attractions (DBCA).

DWER has assessed the referral as a proposal of no interest and as such has no comments to make.

DBCA provided comment and raised concerns with respect to:

- The proposed setback from the Conservation Category Wetland to the single house and ancillary accommodation; and

- The erection of permeable fencing restricting pets and livestock entering the conservation estate.

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

As both land uses are a permitted use within the General Rural zone, advertising to surrounding landowners was not considered to be necessary as the subject lot's isolated location does not impact upon adjoining landowners' amenity.

PLANNING ASSESSMENT

Local Planning Scheme No. 9 (LPS 9)

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

a) manage land use changes so that the specific local rural character of the zone is maintained or enhanced;

b) encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;

c) maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and water course systems from damage; and

d) provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.

LPS 9 outlines a Single House and Ancillary Accommodation as 'P' Permitted uses within the General Rural zoned land.

Local Planning Policy 1.7 – Ancillary Accommodation (LPP 1.7)

The proposal is subject to the provisions of LPP 1.7, the objectives of which are to:

1. *Provide for a range of criteria that will distinguish an ancillary accommodation from independent additional dwellings in the Shire of Gingin;*

2. *To provide a form of housing that does not compromise the amenity and character of the locality.*

LPP 1.7 provides for ancillary accommodation to have the same meaning as 'ancillary dwelling' as defined in the Residential Design Codes, which states:

'Self-contained dwelling on the same lot as a single house which may be attached to, integrated with or detached from the single house'.

The general policy provisions outlined in LPP 1.7 are provided and addressed below:

'2.1 An ancillary accommodation shall be associated with a Single House, which either exists or will be developed concurrently on the property'.

Administration Comment:

The proposed ancillary accommodation will be associated with a single house.

'2.2 The development will not result in more than one ancillary accommodation being constructed on the property'.

Administration Comment:

The proposal is for the construction of a single house and one ancillary accommodation.

'2.3 The plot ratio area of any ancillary accommodation shall not exceed 70m^2 except on lots greater than 4,000m^2 in area where the plot ratio area of any ancillary accommodation may be up to 100m^2'.

Administration Comment:

The subject property is approximately 16 hectares in area and as such may accommodate an ancillary dwelling up to 100m^2. The proposed area dedicated to the ancillary accommodation is 161.07m^2 and is therefore non-compliant with LPP 1.7.

Although the overall plot ratio is 61.07m^2 more than that allowed by LPP 1.7, the additional floor area does not compromise the amenity of the surrounding properties or the General Rural locality and has been designed to meet the needs of its residents. It is therefore considered to meet the objectives of LPP 1.7 outlined above.

Furthermore, the Applicant has provided the following justification in support for the increased plot ratio:

1. *The proposed development meets the 'deemed to comply requirements' of the Shire's Town Planning Scheme No.9 in terms of lot boundary setbacks.*

2. *In light of the above, the variation to the plot ratio floor area of the new ancillary dwelling will not have an adverse impact on adjoining properties or the streetscape in terms of bulk and scale.*

3. *The floor area of the ancillary dwelling will provide adequate internal living area for its future occupants whilst providing sufficient space to entertain and accommodate visiting family members.*

4. *As previously mentioned, the proposed ancillary dwelling will be occupied by a related member of the occupants of the future single dwelling to be constructed on the land. Furthermore, the design of the ancillary dwelling will provide for the modern needs of its occupants, whilst not compromising the surrounding natural environment or streetscape.*

5. *The size and scale of the new ancillary dwelling will not have an adverse impact on the rural character of the land and will not undermine any potential use of the land for rural purposes.*

6. *The location of the dwelling is within proximity to the existing shed on the land to allow for ease of access to the facility.*

7. *The Shire of Gingin has discretion to approve development approval for the construction of an ancillary dwelling on the land, along with supporting variations to the plot ratio area following consideration of such variations on its merit having due regard for any potential impacts the proposed development may have on the rural character of the land, any environmental impacts.*

8. *The proposed development has been located to comprise a sufficient separation from the adjacent wetland, does not result in the removal of native vegetation and is mindful of the required separation regarding potential bushfire hazards (see Figure 1 – Aerial Site Plan).*

9. *It is contended the proposed development results in the effective use of land and will assist with meeting the needs of the occupants of the dwellings and maintain the family unit.*

10. *In addition to the above point, the proposed dwelling has been designed to provide for the effective use of all available space and the creation of adequate internal and external living areas which will benefit its future occupants.*

The Applicant's full submission is attached as **Appendix 3.**

'2.4 An ancillary accommodation shall contain a bathroom, toilet, laundry and kitchen facility'.

Administration Comment:

The proposed ancillary accommodation contains the above facilities.

Setback from Conservation Category Wetland (EPA Guidance Statement 33)

DBCA has raised concern over the single house and ancillary accommodation not achieving the 50m setback from the Conservation Category Wetland. DBCA advises that EPA Guidance Statement 33 recommends that wetlands that are to be protected are afforded a 50 metre minimum wetland buffer, measured from the edge of the fringing vegetation. While the proposal achieves a 51.92 metre setback from the water's edge, the setback from the fringing vegetation is approximately 25m to the closest point of the proposal.

The Shire supports the current proposed location, as relocating the building envelope closer to the southern boundary increases the property's bushfire threat. Furthermore, the Applicant has provided the following justification to support the proposal's current location:

i) The development being pushed further back into the bushfire prone area, which could potentially place the occupants of the dwellings in further risk associated with the bushfire hazard area;

ii) The dwelling being pushed into an existing wetland area to the rear of its current location, resulting in potential impacts on the construction of the dwelling; and

iii) Re-location of the current proposed building envelope could result in the potential removal of additional vegetation.

It is significant to note that the proposed development will be constructed on a sand pad 2.391 metres above the high water mark of the adjacent wetland (lake edge), which is sufficient to accommodate any potential flooding or breaching of the lake edge during a wet season.

In light of the above, it is contended that the proposed setback of the new residential development on Lot 557 to the adjacent wetland is sufficient, will not result in any adverse impacts on the environment, is the preferred location to minimise any potential bushfire impacts and may therefore be supported by the Shire.

Planning in Bushfire Prone Areas

'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.

In the event that Council approves the proposal, the landowner will be required to comply at all times with the submitted Bushfire Attack Level Report.

Servicing

Any additional servicing requirements will be the landowner's responsibility.

Summary

In view of the above assessment Administration is of the view that the variation to the floor area (161.07m^2 in lieu off 100m^2) is acceptable on the following grounds:

1. The ancillary accommodation has been designed to accommodate the future needs of its residents; and

2. The location of the proposal's building envelope provides a sufficient setback from the Conservation category Wetland as relocating the building envelope closer to the southern boundary increases the bushfire threat to the occupants.

The proposal is consistent with the objectives of LPS 9 and Local Planning Policy 1.7 as the proposal does not alter the character or amenity of the General Rural locality.

Advice Notes

In the event that Council approves this Development Application, the following Advice Notes will apply:

Note 1: If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of the determination, the approval will lapse and be of no further effect.

Note 2: Where an approval has so lapsed, no development must be carried out without the further approval of the local government having being first sought and obtained.

Note 3: Further to this Approval, the Applicant will be required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Building Regulations 2012* and the *Public Health Act 2016*, which are to be approved by the Shire of Gingin.

Note 4: The applicant/landowner is advised to refer to the requirements of the *Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974*.

Note 5: The clearing of native vegetation in Western Australia is prohibited, unless the clearing is authorised by a clearing permit obtained from the Department of Environment and Conservation, or is of a kind that is exempt in accordance with Schedule 6 of the Environmental Protection Act 1986 or Environmental Protection (Clearing of Native Vegetation) Regulations 2004. The applicant is advised to contact the Department of Water and Environment Regulation (DWER) to determine if the clearing undertake is approved under an exemption or may require further investigation.

STATUTORY ENVIRONMENT

Local Planning Scheme No. 9

Part 3 – Zones and the Use of Land
3.2 Objectives of the Zones

Part 4 – General Development Requirements
4.8 General Development Standards
4.8.6 General Rural zone

Local Planning Policy 1.7 – Ancillary Accommodation (LPP 1.7)

State Planning Policy 3.7 – Planning in Bushfire Prone Areas

Environmental Protection Authority (EPA) Guidance Statement 33

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

Focus Area	*Natural Environment*
Objective	*2. To develop the Shire's capacity to support the conservation of natural assets and undertake sustainable resource management*
Outcome	*2.1 Conservation* *The Shire's ecological services and natural assets are respected and enhanced.*

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council grant Development Approval for the proposed Single House and Ancillary Accommodation on Lot 557 Nambung Road, Bambun, subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans and specifications (including any amendments marked in RED) unless otherwise conditioned by this approval;

2. This approval is for a Single House and Ancillary Accommodation only as indicated on the approved plans;

3. The Ancillary Accommodation is not to be used for any form of short stay accommodation;
4. All stormwater is to be retained onsite;

5. The proposal is to comply with at all times the submitted Bushfire Attack Level Report dated 15 February 2018; and

6. Prior to the commencement of site works for the development, the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the *Transfer of Land Act 1893* to be registered on the title to the land as notification to prospective purchasers that the proposed lot is located in a Bushfire Prone Area.

RESOLUTION

Moved Councillor Elgin, seconded Councillor Johnson that Council grant Development Approval for the proposed Single House and Ancillary Accommodation on Lot 557 Nambung Road, Bambun, subject to the following conditions:

1. The land use and development shall be in accordance with the approved plans and specifications (including any amendments marked in RED) unless otherwise conditioned by this approval;

2. This approval is for a Single House and Ancillary Accommodation only as indicated on the approved plans;

3. The Ancillary Accommodation is not to be used for any form of short stay accommodation;

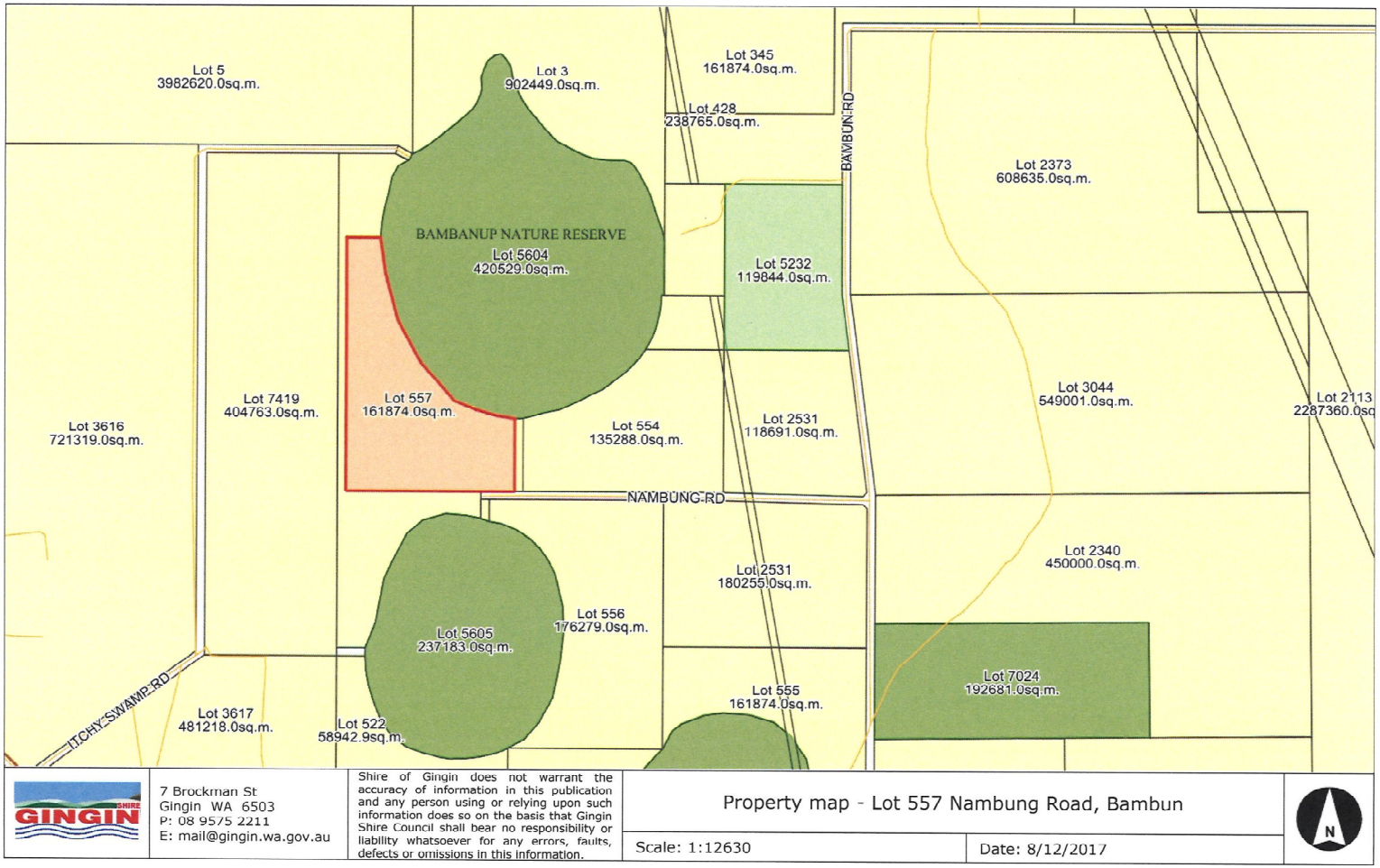
4. All stormwater is to be retained onsite;

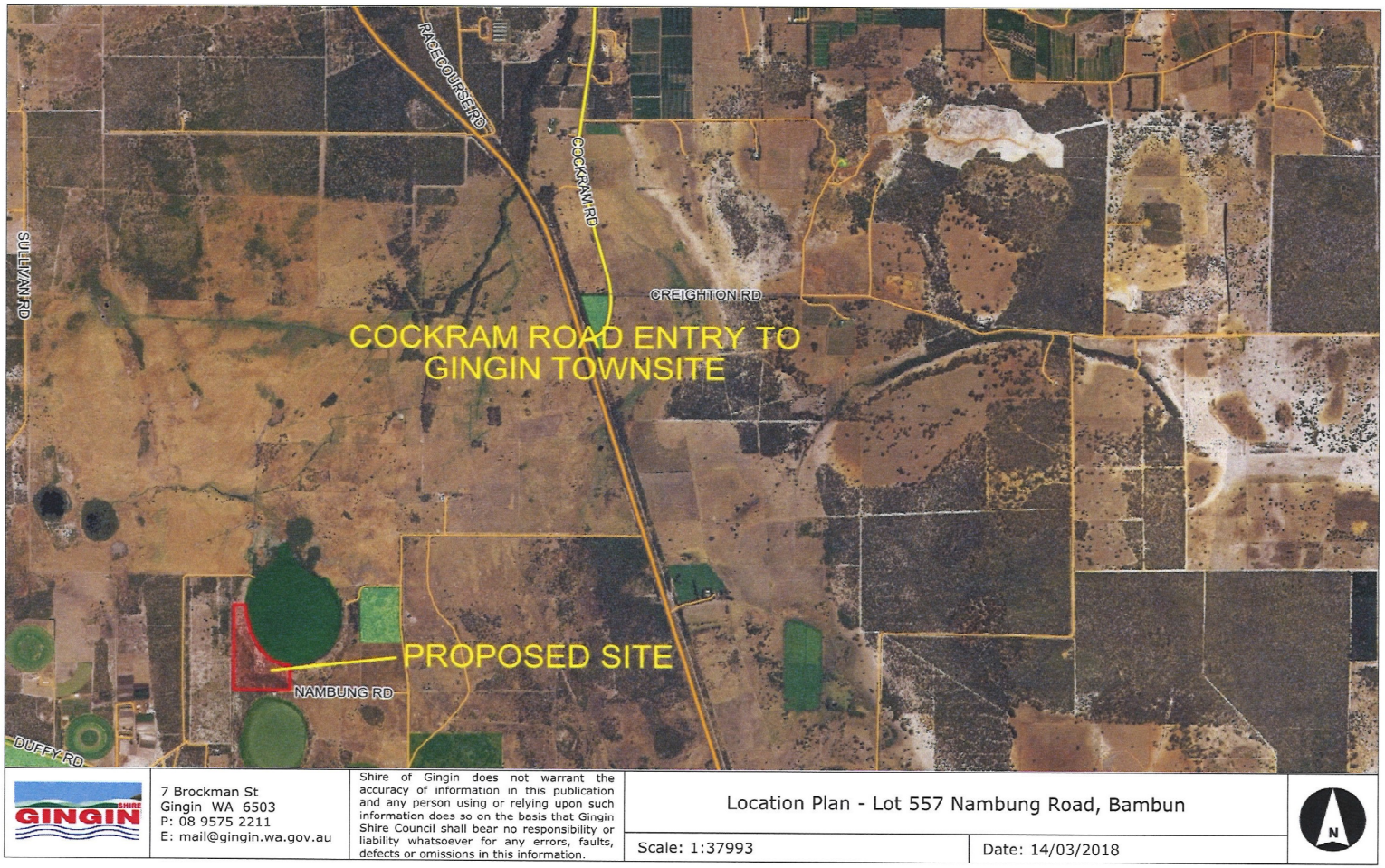
5. The proposal is to comply with at all times the submitted Bushfire Attack Level Report dated 15 February 2018; and

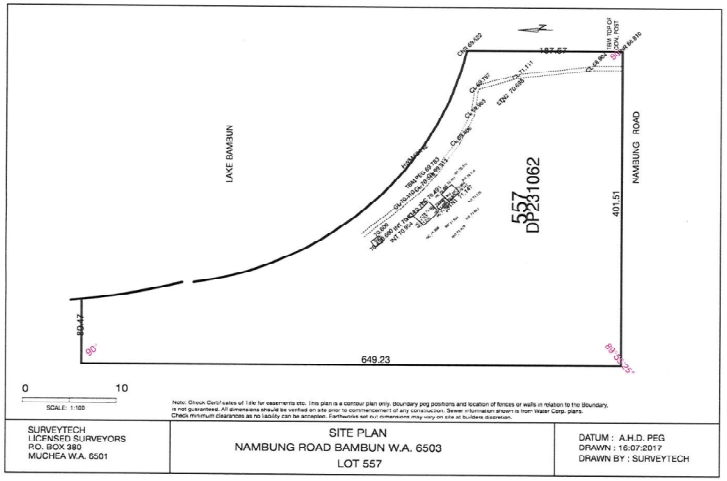
6. Prior to the commencement of site works for the development, the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the *Transfer of Land Act 1893* to be registered on the title to the land as notification to prospective purchasers that the proposed lot is located in a Bushfire Prone Area.

CARRIED UNANIMOUSLY

APPENDIX 1


Lot 5
3982620.0sq.m.
Lot 3
902449.0sq.m.
Lot 345
161874.0sq.m.
Lot 428
238765.0sq.m.
BAMBUN RD
Lot 2373
608635.0sq.m.
BAMBANUP NATURE RESERVE
Lot 5604
420529.0sq.m.
Lot 5232
119844.0sq.m.
Lot 3616
721319.0sq.m.
Lot 7419
404763.0sq.m.
Lot 557
161874.0sq.m.
Lot 554
135288.0sq.m.
Lot 2531
118691.0sq.m.
Lot 3044
549001.0sq.m.
Lot 2113
2287360.0sq
NAMBUNG RD
Lot 2340
450000.0sq.m.
Lot 2531
180255.0sq.m.
Lot 556
176279.0sq.m.
Lot 5605
237183.0sq.m.
Lot 7024
192681.0sq.m.
Lot 555
161874.0sq.m.
ITCHY SWAMP RD
Lot 3617
481218.0sq.m.
Lot 522
58942.9sq.m.
GINGIN SHIRE
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.
Property map - Lot 557 Nambung Road, Bambun
Scale: 1:12630
Date: 8/12/2017
N


RACECOURSE RD
COCKRAM RD
SULLIVAN RD
CREIGHTON RD
COCKRAM ROAD ENTRY TO
GINGIN TOWNSITE
PROPOSED SITE
NAMBUNG RD
DUFFY RD
GINGIN SHIRE
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.
Location Plan - Lot 557 Nambung Road, Bambun
Scale: 1:37993
Date: 14/03/2018
N



Survey Plan
1:5000

Client
Knight
Project Name
Single Dwelling
Lot 557 Nambung Road, Bamdun

Drawing Title:
Overall Site Survey
Sketch Drawings
Scale: as noted Size: **A3**
Project No: **17056**
Drawing No.: **1 of 6**

Rev	Description	Date
02	Planning Drawings	27/11/2017

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E pa@germanodesigns.com.au
W germanodesigns.com.au
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Building designers of Western Australia

Client: **Knight**	Drawing Title: **Siteplan** Sketch Drawings	02 Planning Drawings 27/11/2017; 01 Design 8/10/2017
Project Name: **Single Dwelling**	Scale: as noted Size: **A3**	
Lot 557 Nambung Road, Bamdun	Project No: **17056** Drawing No.: **2 of 6**	Rev Description Date

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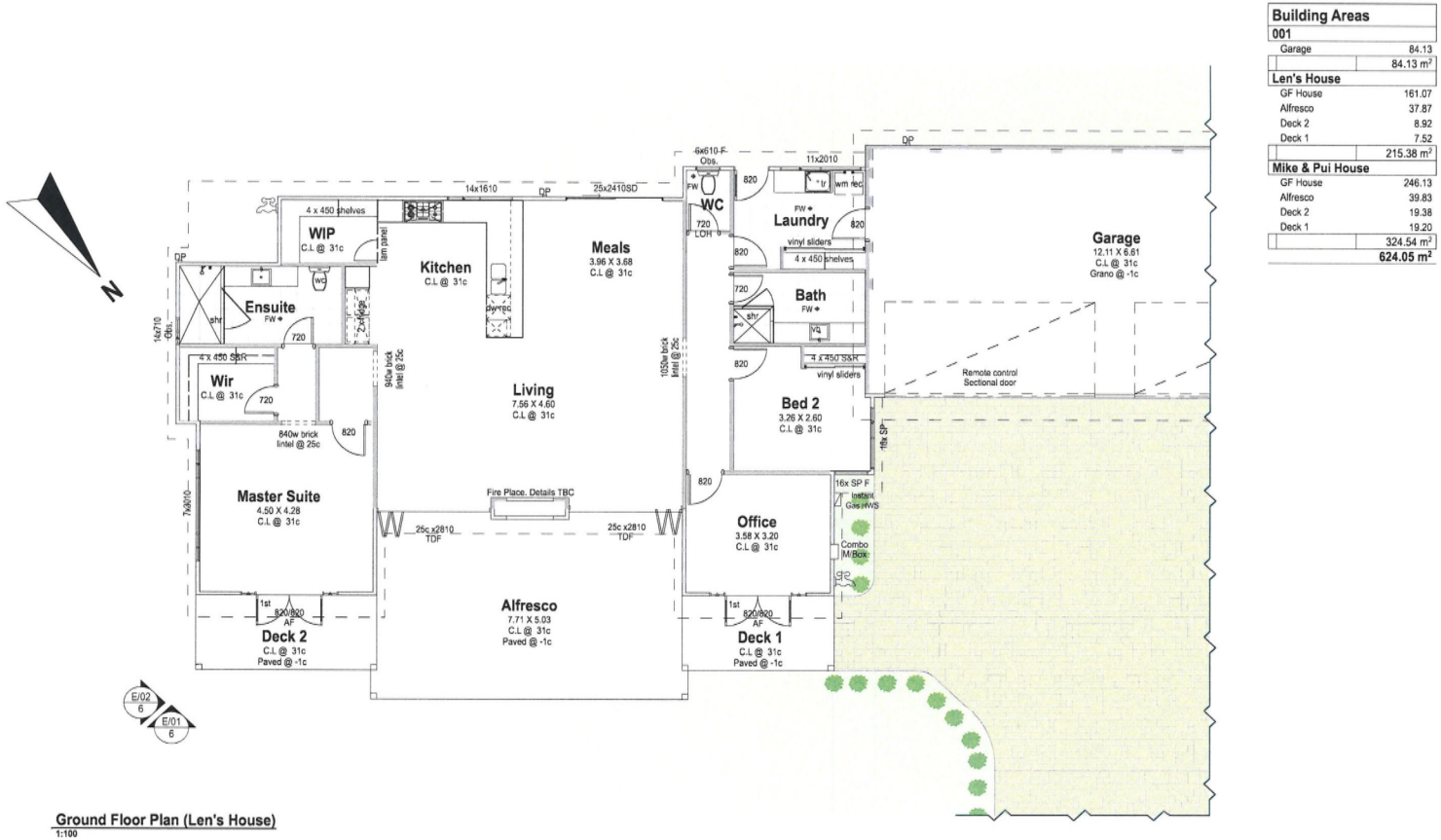

Building Areas	
001	
Garage	84.13
	84.13 m²
Len's House	
GF House	161.07
Alfresco	37.87
Deck 2	8.92
Deck 1	7.52
	215.38 m²
Mike & Pui House	
GF House	246.13
Alfresco	39.83
Deck 2	19.38
Deck 1	19.20
	324.54 m²
	624.05 m²

Ground Floor Plan (Len's House)
1:100

Client
Knight
Project Name
Single Dwelling
Lot 557 Nambung Road, Bamdun

Drawing Title:
Ground Floor Plan A
Sketch Drawings
Scale: as noted Size: **A3**
Project No: **17056**
Drawing No.: **3 of 6**

Rev	Description	Date
02	Planning Drawings	27/11/2017
01	Design	6/10/2017

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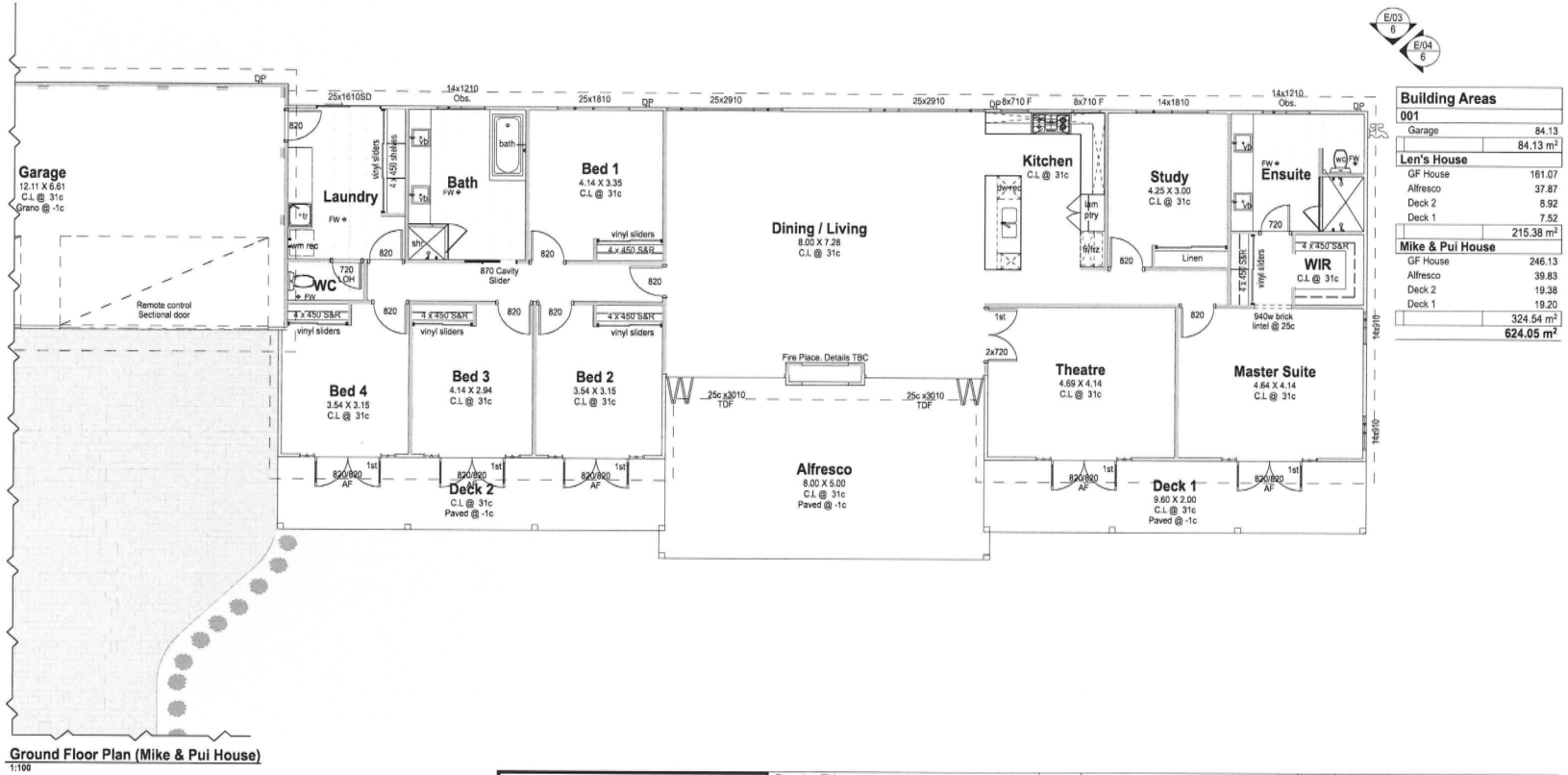

Ground Floor Plan (Mike & Pui House)
1:100

Building Areas	
001	
Garage	84.13
	84.13 m²
Len's House	
GF House	161.07
Alfresco	37.87
Deck 2	8.92
Deck 1	7.52
	215.38 m²
Mike & Pui House	
GF House	246.13
Alfresco	39.83
Deck 2	19.38
Deck 1	19.20
	324.54 m²
	624.05 m²

Client
Knight
Project Name
Single Dwelling
Lot 557 Nambung Road, Bamdun

Drawing Title:
Ground Floor B
Sketch Drawings
Scale: as noted Size: **A3**
Project No: **17056**
Drawing No.: **4 of 6**

Rev	Description	Date
02	Planning Drawings	27/11/2017
01	Design	6/10/2017

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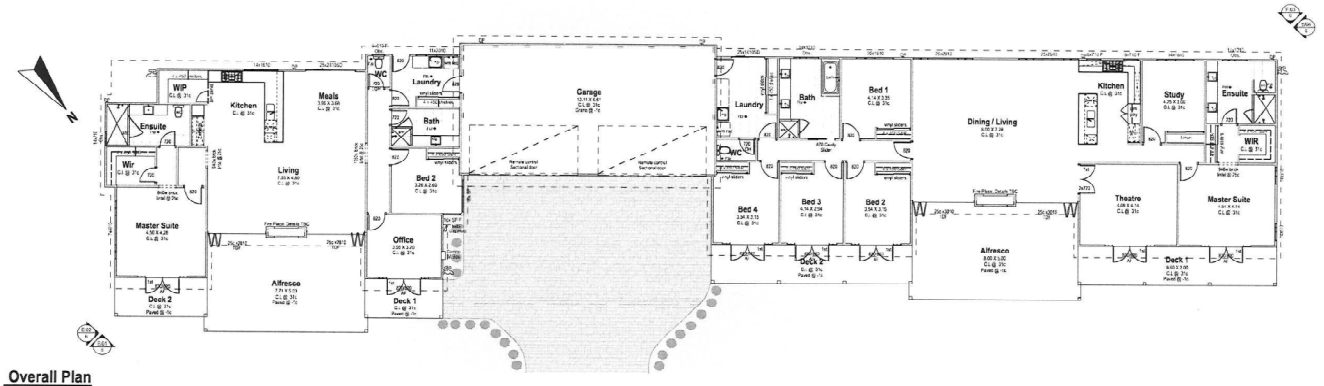
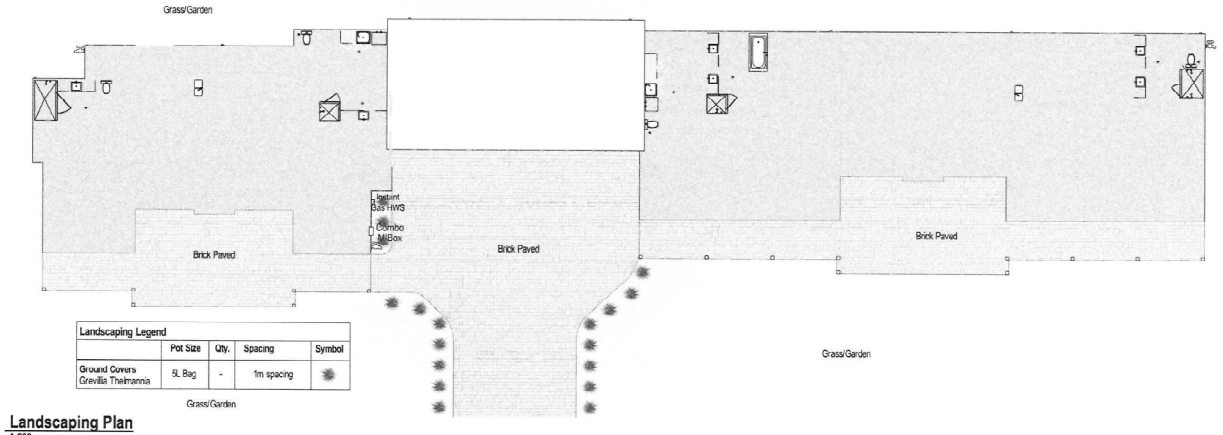


Overall Plan
1:200

Building Areas	
001	
Garage	84.13
	84.13 m²
Len's House	
GF House	161.07
Alfresco	37.87
Deck 2	8.92
Deck 1	7.52
	215.38 m²
Mike & Pui House	
GF House	246.13
Alfresco	39.83
Deck 2	19.38
Deck 1	19.20
	324.54 m²
	624.05 m²



Landscaping Legend				
	Pot Size	Qty.	Spacing	Symbol
Ground Covers Grevillia Thelmannia	5L Bag	-	1m spacing	

Landscaping Plan
1:200

Client
Knight
Project Name
Single Dwelling
Lot 557 Nambung Road, Bamdun

Drawing Title:
Overall Layout & Landscaping Plan
Sketch Drawings
Scale: as noted Size: A3
Project No: **17056**
Drawing No.: **5 of 6**

Rev	Description	Date
02	Planning Drawings	27/11/2017
01	Design	6/10/2017

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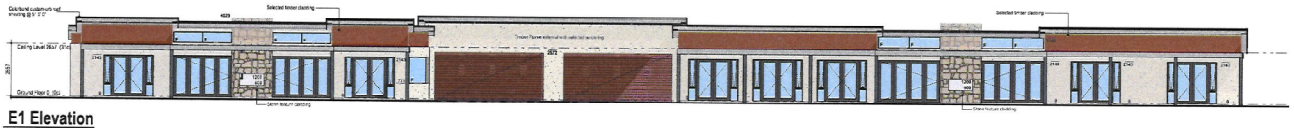
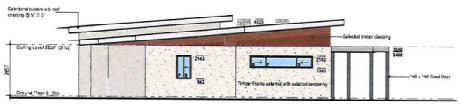
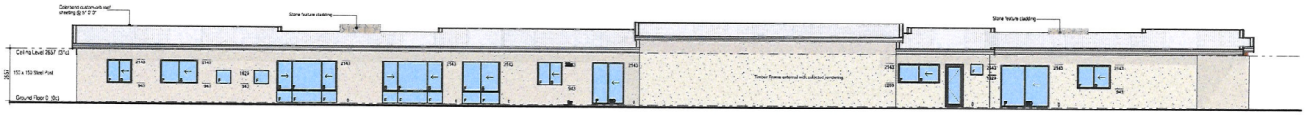


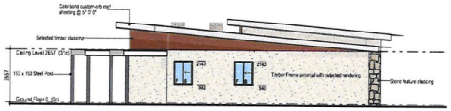
E1 Elevation
1:200



E2 Elevation
1:200



E3 Elevation
1:200



E4 Elevation
1:200

Client
Knight
Project Name
Single Dwelling
Lot 557 Nambung Road, Bamdun

Drawing Title:
Elevations
Sketch Drawings
Scale: as noted Size: **A3**
Project No: **17056**
Drawing No.: **6 of 6**

Rev	Description	Date
02	Planning Drawings	27/11/2017

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APPENDIX 2

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

APPLICATION FOR DEVELOPMENT APPROVAL PROPOSED SINGLE DWELLING ON LOT 557 NAMBUNG ROAD, BAMBUN

No.	Submitter	Submission Detail	Recommended Response
1.	Department of Biodiversity, Conservation and Attractions	The Submitter provides the following general comments: *"Proposed Single Dwelling – Lot 557 Nambung Road, Bambun* *I refer to your correspondence of 12 December 2017 requesting the comments on the above development application. The Parks and Wildlife Service of the Department of Biodiversity, Conservation and Attractions (the department) provide the following advice;* *Barbanup Lake Nature Reserve* *The department notes that the proposed dwelling is near Banbanup Lake Nature Reserve, which is a Class A crown reserve managed by the department for the protection of flora and fauna. Banbanup Lake is recognised as a Conservation Category Wetland (CCW) (UFI 15104) in the department's Geomorphic Wetlands Dataset. The department advises that the EPA Guidance Statement 33 recommends what wetlands that are to be protected are afforded a 50 metre minimum wetland buffer, measured from the edge of the fringing vegetation. Given that there appears to be sufficiently cleared areas outside of the nominal 50m separation distance to the lake's riparian vegetation, the department recommends that consideration be given to amend the position of the proposed house so that it is within a cleared area outside of the buffer area.* *In addition, it is noted in photographs provide with the bushfire attack level assessment that clearing of riparian*	

		vegetation close to the lake has occurred recently. Although this vegetation appears to be outside of the nature reserve boundaries, the department advises that that the clearing of native vegetation in Western Australia is prohibited, unless the clearing is authorised by a clearing permit obtained from the Department of Environment and Conservation, or is of a kind that is exempt in accordance with Schedule 6 of the Environmental Protection Act 1986 or Environmental Protection (Clearing of Native Vegetation) Regulations 2004. The applicant is advised to contact the Department of Water and Environmental Regulation (DWER) to determine if the clearing undertake is approved under an exemption or may require further investigation. *Interface treatment* *The department requests that measures be taken to ensure no adverse impacts in Barbanup Lake Nature Reserve from building works, including secondary impacts from works to provide service infrastructure, sewerage and drainage. If the area between the proposed dwelling and the fringing riparian vegetation is currently unfenced, or if the fence needs to be replaced, the department recommends the proponent erect fauna permeable fencing which also restricts pets and livestock entering the conservation estate as a condition of development approval.* *Thank you for the opportunity to comment on this proposal. Please contact Michael Roberts at Parks and Wildlife Service's Swan Coastal District on 9303 7755 or by email at Michael.roberts@dbca.wa.gov.au if you have any queries regarding this advice."*	

APPENDIX 3

CF Town Planning & Development

7 March 2018

Chief Executive Officer
Shire of Gingin
7 Brockman Street
GINGIN WA 6503

Attention: Kylie Bacon – Manager Statutory Planning

Dear Kylie

APPLICATION FOR DEVELOPMENT APPROVAL
PROPOSED SINGLE DWELLING & ANCILLARY DWELLING
LOT 557 NAMBUNG ROAD, BAMBUN
SHIRE OF GINGIN (REF: PD 2017.11.27)

We act on behalf of Germano Designs and the landowners as their consultant town planners and refer to the Shire's email correspondence dated 27 February 2018, our phone discussion held on 2 March 2018 and the correspondence from the Department of Biodiversity, Conservation & Attractions dated 28 February 2018 regarding the abovementioned application wherein it:

i) advised that the proposed ancillary accommodation does not meet the 'deemed to comply requirements' of the Shire's Local Planning Policy No.1.7 entitled 'Ancillary Accommodation'; and

ii) that the Department advised that the new dwelling on the subject land requires an minimum buffer of 50 metres from the adjacent wetland.

Having regard for the abovementioned matters amended plans are enclosed herewith in support of the application for the proposed development on the subject land. In addition we hereby submit the following information for the Shire's consideration in determining the application.

Point 1: Shire of Gingin Local Planning Policy No.1.7 – 'Ancillary Accommodation'

The application proposes the construction of a new ancillary dwelling in support of the new single dwelling on Lot 557. The purpose of the new ancillary dwelling is to permanently accommodate family members of the occupants of the main dwelling that will reside on the land. The arrangements will enable the family members to assist with maintaining, caring and operating the activities on the land, whilst maintaining the family unit. In addition, the dwelling will assist with accommodating extended family members that visit from Perth, interstate and overseas.

The layout of the development has been designed to be one (1) attached dwelling with shared garaging between the dwellings, whilst providing a separation between the internal living areas. The proposed single dwelling will comprise a plot ratio area of 246.13m^2, whilst the ancillary accommodation will comprise a much smaller area of 161.07m^2. Given the size difference and shared facilities, it is contended that the new ancillary dwelling can be deemed to be subordinate to the single dwelling on the land and not independent dwellings. Given this fact, it

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

CF Town Planning & Development

is significant to note that the proposal does not constitute a grouped dwelling development and will not be subdivided or strata titled.

In light of the above, the application proposes that the new ancillary dwelling to be constructed in association with the new single dwelling on Lot 557 will comprise a plot ratio floor area of 161.07m^2 in lieu of a maximum plot ratio area of 100m^2 permitted by the 'deemed to comply requirement of Local Planning Policy No.1.7 for land comprising an area greater than 4,000m^2.

In determining the suitability of the abovementioned variation, the following justifications are provided for the Shire's consideration:

1. The proposed development meets the 'deemed to comply requirements' of the Shire's Town Planning Scheme No.9 in terms of lot boundary setbacks.
2. In light of the above, the variation to the plot ratio floor area of the new ancillary dwelling will not have an adverse impact on adjoining properties or the streetscape in terms of bulk and scale.
3. The floor area of the ancillary dwelling will provide adequate internal living area for its future occupants whilst providing sufficient space to entertain and accommodate visiting family members.
4. As previously mentioned, the proposed ancillary dwelling will be occupied by a related member of the occupants of the future single dwelling to be constructed on the land. Furthermore, the design of the ancillary dwelling will provide for the modern needs of its occupants, whilst not compromising the surrounding natural environment or streetscape.
5. The size and scale of the new ancillary dwelling will not have an advice impact on the rural character of the land and will not undermine any potential use of the land for rural purposes.
6. The location of the dwelling is within proximity to the existing shed on the land to allow for ease of access to the facility.
7. The Shire of Gingin has discretion to approve grant development approval for the construction of an ancillary dwelling on the land, along with supporting variations to the plot ratio area following consideration of such variations on its merit having due regard for any potential impacts the proposed development may have on the rural character of the land, any environmental impacts.
8. The proposed development has been located to comprise a sufficient separation from the adjacent wetland, does not result in the removal of native vegetation and is mindful of the required separation regarding potential bushfire hazards (see Figure 1 – Aerial Site Plan).
9. It is contended the proposed development results in the effective use of land and will assist with meeting the needs of the occupants of the dwellings and maintain the family unit.
10. In addition to the above point, the proposed dwellings has been designed to provide for the effective use of all available space and the creation of adequate internal and external living areas which will benefit its future occupants.

Having regard for the above it is contended that the proposed ancillary dwelling on Lot 557, will support the new single dwelling on the land will facilitate the accommodation of family members, is deemed to be a bona fide ancillary dwelling, it will not have an adverse impact on the local streetscape or detract from the surrounding rural character of the locality, it will not undermine the objectives of the Shire's Local Planning Policy No.1.7 and may therefore be approved by the Shire.

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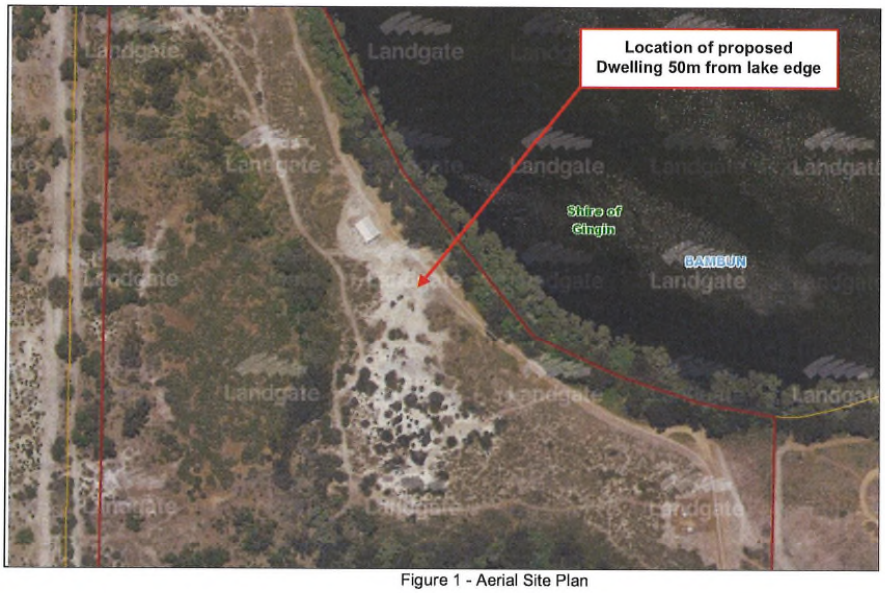

Figure 1 - Aerial Site Plan

Point 2: Buffer to Wetland

Amended plans have been prepared (see copy attached herewith) clearly illustrating the setback and separation between the proposed development on the land and the lake edge to assist the Shire's further assessment of the application.

As previously mentioned, the Department of Biodiversity, Conservation and Attractions have advised that the proposed development requires a 50 metre buffer from the edge of the adjacent wetland. The plans prepared in support of the application illustrate a setback of 51.931 metres to the edge of the wetland.

Through discussions with the Shire, it has been identified that the Department measure the buffer distance from the vegetation abutting the wetlands, which could be in the order of 15 metres.

The subject land comprises a number of smaller wetland areas and low lying areas, that become water logged during parts of the year. In addition, the land contains extensive vegetation that has been identified by the Department of Fire & Emergency Services (DFES) as being bushfire prone. When designing the proposed dwellings, due regard was given to the various constraints on the land and to avoid the further removal of any native vegetation.

As discussed with the Shire, the proposed development comprises a 50 metre separation to the edge of the wetlands, which is considered to be suitable to ensure that the proposal will not have an adverse impact on the wetland in terms of damaging existing native vegetation abutting the wetland or any potential pollution of the wetland.

In addition to the above, Department's suggestion to set the dwellings back further from the wetland will result in:

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i) The development being pushed further back into the bushfire prone area, which could potentially place the occupants of the dwellings in further risk associated with the bushfire hazard area;

ii) The dwelling being pushed into an existing wetland area to the rear of its current location, resulting in potential impacts on the construction of the dwelling; and

iii) Re-location of the current proposed building envelope could result in the potential removal of additional vegetation.

It is significant to note that the proposed development will be constructed on a sand pad 2.391 metres above the high water mark of the adjacent wetland (lake edge), which is sufficient to accommodate any potential flooding or breaching of the lake edge during a wet season.

In light of the above, it is contended that the proposed setback of the new residential development on Lot 557 to the adjacent wetland is sufficient, will not result in any adverse impacts on the environment, is the preferred location to minimise any potential bushfire impacts and may therefore be supported by the Shire.

Conclusion

In light of the amended plans, above information and justifications we respectfully request the Shire's favorable consideration and approval of the Application for Development Approval to construct a new single dwelling and associated ancillary dwelling on Lot 557 Nambung Road, Bambun in accordance with the plans prepared in support of the application.

Should you have any queries or require any additional information regarding any of the matters raised above please do not hesitate to contact me on 0407384140 or carlof@people.net.au.

Yours faithfully,

Carlo Famiano
Principle Town Planner
CF Town Planning & Development

Planning & Development Consultants
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CVF Nominees Pty Ltd ABN: 86 110 067 395

11.3.2 LEASE RENEWAL - LEDGE POINT COUNTRY CLUB CLUB LEASE ON PART RESERVE 31684 - LOT 744 ON DEPOSITED LAND 32894

FILE:	**BLD/6919**
APPLICANT:	**LEDGE POINT COUNTRY CLUB**
LOCATION:	**LOT 744 (PART RESERVE 31684 - LOT 744 ON DEPOSITED LAND 32894**
REPORTING OFFICER:	**KYLIE BACON –ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT**
REPORT DATE:	**20 MARCH 2018**
REFER:	**NIL**

ADDENDUM – ORDINARY MEETING OF COUNCIL – 20 MARCH 2018

Additional Information:

Subsequent to circulation of the Agenda, several amendments have been made to the draft lease document, with the aim of ensuring that the proposed tavern liquor licence enabling sale of liquor to non-members will remain incidental to the primary use of the premises, which is "Recreation".

Item 10, cl. 1 has been amended as follows:

1. New subclause (1) inserted requiring sale of liquor to remain ancillary and incidental;

2. Subclause (2)(b) amended to allow for Lessor to require erection of signs advising customers that sale of packaged liquor is prohibited other than to members of the Lessee;

3. New subclause (2)(d) inserted in relation to sale of takeaway food; and

5. New subclause (4) inserted in relation to review of tavern operations and imposition of additional operating requirements.

Amended pages 30 and 31 of the lease document are provided for Council's information and will be included in the Minutes of the meeting.

The amended information has no impact on the officer's recommendation.

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider entering into a new lease with the Ledge Point Country Club (LPCC) with respect to the premises situated on Lot 744 (Part Reserve 31684), Turner Street, Ledge Point.

BACKGROUND

On 21 July 1999 Council agreed to enter into a lease arrangement with the LPCC with respect to the Country Club premises. The premises are situated on portion of Reserve 31684, which is vested in the care, control and management of the Shire of Gingin for the purpose of "Recreation".

This lease expired on 31 December 2017, and the LPCC has occupied the premises on a month by month rental basis over the intervening period whilst renewal negotiations have been underway.

The LPCC currently holds a 'Club Licence' which allows liquor to be supplied to a member, or guest in the company of a member of the club, for consumption on and off the premises. On 26 August 2017, the LPCC advised the Shire that it intended to make a Section 40 Application for a 'Tavern Licence' through the Department of Gaming, Racing and Liquor (DGRL). A 'Tavern Licence' will enable the sale and supply of liquor to members and non-members on the premises, and the sale and supply of packaged liquor for consumption away from the licenced premises.

In September 2017 the Shire advised the Department of Planning, Lands and Heritage (DPLH) of the proposal by the LPCC to change its licencing status from "Club" to "Tavern". The DPLH subsequently advised that, whilst it would not support the granting of a full tavern licence, it would agree to a restricted tavern licence controlled through conditions within a new lease agreement.

COMMENT

A new lease document has now been prepared **(Appendix 1)** which, in accordance with the requirements of the DPLH, includes conditions to limit the sale of packaged alcohol to official Club members only and imposes an initial trial period of 12 months, after which approval will be reviewed. To that end, the initial term of lease is for 12 months only, expiring on 31 March 2019. The lease then allows for two further terms of nine years and ten years respectively.

It should be made clear the reference to 'Restricted Tavern Licence' does not have the same meaning as the DGRL 'Restricted Tavern Licence'. The reference to a 'Restricted Tavern Licence' with respect to the lease refers to the Shire placing conditions through the lease to prevent the sale of package/takeaway alcohol being sold to non-members.

The object of this requirement by the DPLH is to ensure any activities on Reserve 31684 remain in keeping with its vesting purpose of "Recreation". To that end, in the event that the DGRL grants a full tavern licence to the LPCC, then although the sale of packaged takeaway alcohol to non-members would not be an offence under the DGRL licencing conditions it would be a breach of the conditions of the lease between the Shire and the LPCC. The

LPCC have reviewed and agreed with the draft lease and the conditions contained within. The DPLH has also endorsed

The Vesting Order for Reserve 31684 includes the power to lease for periods not exceeding 21 years, subject to the approval of the Minister for Lands. Endorsement of the proposed lease has been received from the Department of Planning, Lands and Heritage.

STATUTORY ENVIRONMENT

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

Land Administration Act 1997
Part 2 – General administration
Division 3 – General
Section 18 – Crown land transactions that need Minister's approval

Liquor Control Act 1988

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

Focus Area	*Community Wellbeing*
Objective	*1. To support the Shire of Gingin community to be inclusive, vibrant and healthy*
Outcome	*1.1 Inclusive – Our community has access to a range of community programs, services and initiatives that support wellbeing and inclusion.*
Priority	*1.2.1 Support community groups and volunteers.*

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council:

1. Agree to lease Lot 744 (Part Reserve 31684) Turner Street, Ledge Point to the Ledge Point Country Club in accordance with the lease document shown at Appendix 1; and

2. Authorise the Shire President and Acting Chief Executive Officer to executive the lease document, including affixing of the Common Seal.

RESOLUTION

Moved Councillor Court, seconded Councillor Elgin that Council:

1. **Agree to lease Lot 744 (Part Reserve 31684) Turner Street, Ledge Point to the Ledge Point Country Club in accordance with the lease document shown at Appendix 1; and**

2. **Authorise the Shire President and Acting Chief Executive Officer to execute the lease document, including affixing of the Common Seal.**

CARRIED UNANIMOUSLY

APPENDIX 1

Lease: Reserve 31684, Ledge Point Country Club

Shire of Gingin

Ledge Point Country Club Inc.

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: NG:GING:41264

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Details

Parties

Shire of Gingin

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

Ledge Point Country Club Inc.

of Turner Street, Ledge Point, Western Australia
[Registration Number A0780087L]
(Lessee)

Background

A The Lessor has the care, control and management of the Land pursuant to the Management Order.

B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

(a) an agent, employee, licensee or invitee of the Lessor; and

(b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

DEC means the Department of Environment and Conservation of Western Australia;

Environmental Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding $100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

(a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and

(b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Premises means the premises described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means termination of the Lease by expiry or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

(a) words importing:

(i) the singular includes the plural and vice versa; and

(ii) a gender or genders include each other gender;

(b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;

(c) a reference to:

(i) a natural person includes a body corporate or local government;

(ii) a body corporate or local government includes a natural person;

(iii) a professional body includes a successor to or substitute for that body;

(iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;

(v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;

(vi) a right includes a benefit, remedy, discretion, authority or power;

(vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

(viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

(A) both express and implied provisions; and

(B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;

(ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;

(x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and

(xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;

(d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:

(i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and

(ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;

(e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and

(f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Minister for Lands Consent

This Lease is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*.

4. Grant of lease

The Lessor, subject to clause 3 of this Lease, the Lessor leases to the Lessee the Premises for the Term subject to:

(a) all Encumbrances;

(b) the payment of the Amounts Payable; and

(c) the performance and observance of the Lessee's Covenants.

5. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under a management order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

6.2 Outgoings

(1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:

(a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;

(b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;

(c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;

(d) land tax and metropolitan regional improvement tax on a single ownership basis;

(e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:

(i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and

(ii) such insurance will include insurance for the full replacement value of buildings; and

(f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.

(2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 14 days computed from

the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.4 Costs

To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

(a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;

(b) any breach of covenant by the Lessee or the Lessee's Agents;

(c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;

(d) any work done at the Lessee's request; and

(e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.

6.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

7.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

7.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

7.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4.**

7.4 Market Rent Review

(1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

(2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).

(3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.

(4) In this **clause 7,** "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:

(a) any improvements made or effected to the Premises by the Lessee; and

(b) any rent free periods, discounts or other rental concessions.

7.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

7.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

(a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;

(b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;

(c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;

(d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and

(e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

(a) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;

(b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and

(c) notify the Lessor immediately:

(i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or

(ii) when a policy of insurance is cancelled.

8.4 Lessee May be Required to Pay Excess on Insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

(a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or

(b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

(a) any damage to the Premises of which they are or might be aware; and

(b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

(a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;

(b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;

(c) to give good and effectual receipts and discharges for the insurance; and

(d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

(1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

(2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

(1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:

(a) any loss whatsoever (including loss of use);

(b) injury or damage of, or to, any kind of property or thing; and

(c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

(i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;

(ii) any work carried out by or on behalf of the Lessee on the Premises;

(iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;

(iv) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;

(v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or

(vi) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

(a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment.

(b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

(a) agrees to occupy and use the Premises at the risk of the Lessee; and

(b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:

(i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;

(ii) loss of or damage to the Premises or personal property of the Lessee; and

(iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

(1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.

(2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

(1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:

(a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and

(b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.

(2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:

(a) any electrical fittings and fixtures;

(b) any plumbing including fittings and fixtures;

(c) any air-conditioning fittings and fixtures;

(d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

(3) The Lessee must take such reasonable action as is necessary to:

(a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and

(b) rectify or otherwise make good,

the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

11.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Maintain surroundings and grounds

(1) Without detracting from **clause 11.1**, the Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds or is outside any building, including but not limited to any flora, gardens, lawns, shrubs, hedges, trees, access roads or car parks.

(2) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.

(3) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.

(4) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

11.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.7 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.8 Painting

(1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.

(2) All painting carried out on the Premises must be carried out by a registered painting contractor; and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:

(a) do so in a proper manner using good quality materials;

(b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;

(c) comply will all reasonable directions given or requests made by the Lessor; and

(d) be finished in a proper and workmanlike manner.

11.9 Drains

(1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of

entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.

(2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12. Use

12.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

(a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or

(b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

(a) any such storage must comply with all relevant statutory provisions;

(b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;

(c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and

(d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

(9) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.2 No warranty

The Lessor gives no warranty:

(a) as to the use to which the Premises may be put; or

(b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.4 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alcohol

13.1 Consumption of alcohol

The Lessee COVENANTS AND AGREES:

(a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and

(b) that it shall not make an application for a licence or permit under the Liquor Control Act 1988 for the Premises, or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

13.2 Liquor licence

The Lessee COVENANTS AND AGREES that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

(a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises, **clause 15** shall apply;

(b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:

(i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and

(ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.

(c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and

(d) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

14. Minimise nuisance to neighbours

(1) The Lessee acknowledges that the Premises are located in close proximity to residential premises.

(2) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.

(3) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

15. Alterations

15.1 Restriction

(1) The Lessee must not without prior written consent:

(a) (i) from the Lessor;

(ii) from any other person from whom consent is required under this Lease;

(iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;

(b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or

(c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

15.2 Consent

(1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 15.1** the Lessor may:

(a) consent subject to conditions; and

(i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and

(ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and

(b) if the Lessor consents to any matter referred to in **clause 15.1**:

(i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and

(ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

15.3 Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

15.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

(a) carry out those other works at the Lessee's expense; or

(b) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

16. Lessor's right of entry

16.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

(a) (i) at all reasonable times;

(ii) with or without workmen and others; and

(iii) with or without plant, equipment, machinery and materials;

(b) for each of the following purposes:

(i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;

(ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;

(iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and

(iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

16.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

17. Statutory obligations and notices

17.1 Comply with Statutes

The Lessee must:

(a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;

(b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;

(c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and

(d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

17.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

(a) failing to perform, discharge or execute any of the items referred to in **clause 17.1**; and

(b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17.1**.

18. Report to Lessor

The Lessee must immediately report to the Lessor:

(a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;

(b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and

(c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

19. Default

19.1 Events of Default

A default occurs if:

(a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;

(b) the association is wound up whether voluntarily or otherwise;

(c) the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;

(d) a mortgagee takes possession of the property of the Lessee under this Lease;

(e) any execution or similar process is made against the Premises on the Lessee's property;

(f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or

(g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

19.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 19.1** the Lessor may:

(a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;

(b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and

(c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20,**

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

19.3 Lessor may remedy breach

If the Lessee:

(a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or

(b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

19.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

19.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **26** (Assignment, Subletting and Charging) and **32** (Goods and Services Tax), is an essential term of this Lease but this clause **19.5** does not mean or imply that there are no other essential terms in this Lease.

19.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

(a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;

(b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and

(c) the Lessee covenants with the Lessor that if the Term is determined:

(i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or

(ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had continued until expiry together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

(d) the Lessee agrees that the covenant set out in this **clause 19.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;

(e) the Lessee may deduct from the amounts referred to at **clause 19.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and

(f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

20. Damage or destruction of Premises

20.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

20.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may give notice in writing to the other party within sixty (60) days after the event and elect to cancel and terminate this lease. The Term will terminate upon such notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice to the liability of the Lessee under this Lease up to the date of termination.

21. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of any Further Term gives the Lessor a Notice to grant the Further Term and:

(a) all consents and approvals required by the terms of this Lease or at law have been obtained; and

(b) there is no subsisting default by the Lessee at the date of service of the Notice in:

  (i) the payment of Amounts Payable; or

  (ii) the performance or observance of the Lessee's Covenants; and

(c) the Lessor is otherwise satisfied that the tavern use is not having an unacceptable impact on the amenity of the locality

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 21** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

22. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

23. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

24. Yield up the premises

24.1 Peacefully surrender

On Termination the Lessee must:

(a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;

(b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

24.2 Clause 24.1 to survive termination

The Lessee's obligation under **clause 24.1** will survive termination.

25. Removal of property from Premises

25.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

25.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

26. Casual Hire of Premises

26.1 Casual Hire

(1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:

(a) such use is consistent at all times with the Permitted Purpose;

(b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and

(c) the Lessee shall be responsible for managing all matters relating to the hire of the Premises and will be responsible for bookings including the receipt and co-ordination of all requests to hire the Premises.

(2) For the purposes of this Lease, "casual hire" means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

26.2 Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

27. Assignment, Subletting and Charging

27.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Minister for Lands, the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

27.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Minister for Lands and the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

(a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;

(b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;

(c) the Lessee procures the execution by:

(i) the proposed assignee of a deed of assignment; or

(ii) the proposed sublessee of a deed of sublease,

to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and

(d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

27.3 Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 27.2(c)**.

27.4 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

27.5 *Property Law Act 1969*

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

27.6 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

(a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;

(b) any consents required under this Lease or at law; and

(c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or Sub-letting proceeds.

27.7 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

28. Disputes

28.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

28.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 28.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

28.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 28.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 1985 (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

28.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

29. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the Associations Incorporations Act 1987 without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

30. Provision of information

The Lessee agrees to provide to the Lessor:

(a) a copy of the Lessee's audited annual statement of accounts for each year;

(b) advice of any changes in its office holders during the Term; and

(c) any information reasonably required by the Lessor.

31. Caveat

31.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

31.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

(a) for the Term of this Lease;

(b) for any holding over under this Lease; and

(c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

(d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;

(e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and

(f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

31.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

31.4 Indemnity

The Lessee indemnifies the Lessor against:

(a) any loss arising directly from any act done under this clause. and

(b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

32. Goods and services tax

32.1 Definitions

The following definitions apply for the purpose of this clause:

(a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act* 1999 and associated Acts and subsidiary legislation;

(b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;

(c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and

(d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

32.2 Lessee to pay GST

(1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.

(2) The Lessee must pay any increase referred to at **clause 32.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.

(3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

32.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 32.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

(1) No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

(2) Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

(3) Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

(4) Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

33. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995,* and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

34. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

35. *Commercial Tenancy Act*

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act* 1985 applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

36. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

37. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

38. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

39. Notice

39.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

(a) by delivery to the Party personally; or

(b) by addressing it to the Party and leaving it at or posting it by prepaid post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or

(c) by emailing the Notice to the email address of the Party.

39.2 Service of notice

A Notice to a Party is deemed to be given or made:

(a) if by personal delivery, when delivered;

(b) if by leaving the Notice at an address specified in **clause 39.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;

(c) if by post to an address specified in **clause 39.1(b)**, on the third business day following the date of posting of the Notice; and

(d) if by email upon acknowledgement of receipt of the email.

39.3 Signing of notice

A Notice to a Party may be signed:

(a) if given by an individual, by the person giving the Notice;

(b) if given by a corporation, by a director, secretary or manager of that corporation;

(c) if given by a local government, by the CEO;

(d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or

(e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

40. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

41. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

42. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

43. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

44. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

45. Waiver

45.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

45.2 Partial exercise of right power or privilege

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

Schedule

Item 1 Land and Premises

Land

Reserve 31684 being Lot 744 on Deposited Plan 32894 being the whole of the land comprised in Crown Land Title Volume LR3129 Folio 164.

Premises

That portion of the Land outlined in red on the plan annexed as **Annexure 1**, together with all buildings, structures, alterations, additions and improvements erected thereon, but excluding that portion of the Land hachured on the plan annexed as **Annexure 1**

Item 2 Term

One (1) year commencing on 1 April 2018 and expiring on 31 March 2019

Item 3 Further Terms

First Further Term:

Nine (9) years commencing on 1 April 2019 and expiring on 31 March 2020

Second Further Term:

Ten (10) years commencing on 1 April 2020 and expiring on 31 March 2030

Item 4 Commencement Date

1 April 2018

Item 5 Rent

$1 per annum payable on demand

Item 6 Rent Review

Not applicable

Item 7 Permitted purpose

A country club incorporating a tavern offering recreational sports and facilities for dining and uses reasonably ancillary thereto.

Item 8 Public liability insurance

Twenty million dollars ($20,000,000.00).

Item 9 Repainting Dates

Every five (5) years and in any event within three (3) months of Termination.

Item 10 Additional terms and covenants

1. Sale of Liquor

(1) It is a condition of this Lease that the Lessee comply with the following conditions relating to the sale of liquor:

(a) The Lessee will be permitted to sell and supply liquor in accordance with the provisions of section 41(1)(a) of the *Liquor Control Act 1988* as it relates to tavern licences and the conditions of any liquor licence issued by the licensing authority for the Premises.

(b) The sale of packaged liquor for consumption off the licensed premises is prohibited other than to members of the Lessee.

(c) Food shall be available to patrons during all trading hours.

(d) The selling or supplying of beverages in a such a way that would encourage rapid consumption of liquor is prohibited including but not limited to unadulterated spirits or liqueur in a shot glass, drinks known as 'laybacks', shots', 'shooters', 'test tubes', 'jelly shots', 'blasters' or 'bombs'.

(e) No liquor is to be supplied mixed with energy drinks. For the purpose of this condition 'energy drink' has the same meaning as formulated caffeinated beverage within the Australia New Zealand Food Standards Code with a composition of 145mg/L of caffeine or greater.

(f) A range of non-alcoholic and low strength alcohol drinks will be available during all trading hours.

(g) A closed circuit television video ("CCTV") surveillance system able to identify individuals and showing times and dates must be in place and operational. The CCTV system must comply with the requirements as identified in the Director's Policy 'Security at Licensed Premises'. It is expected that the system will provide and record continuous images of the entrances and exits to the premises during normal trading hours and until one (1) hour after trading ceases. Images recorded via the CCTV system must be retained for at least twenty eight (28) days and must be made available for viewing or removal by the Police or other persons authorised by the Director.

(h) Entertainment and music on the licensed premises is to be maintained at a volume that allows normal conversation except in the case of a private function or special event.

(2) In sub-clause (1) the term "licensed premises" means the premises as described in the liquor licence issued to the Lessee.

(3) The Lessee shall indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Food Act 2008*, Liquor Control Regulations 1989 or the liquor licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

2. Electricity expenses for bore

Notwithstanding, **clause 6.2**, the Lessee shall only be liable to pay 50% of electricity operating expenses for the bore at the oval situated on the Licensed Area.

Signing page

EXECUTED 2018

THE COMMON SEAL of **THE SHIRE OF GINGIN** was hereunto affixed in the presence of:

President _____ (Print Full Name) _____

Chief Executive Officer _____ (Print Full Name) _____

THE COMMON SEAL of **LEDGE POINT COUNTRY CLUB INC.** was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign _____

Name: _____

Address: _____

Office Held: _____

Annexure 1 – Sketch of Premises

Annexure 2 – Minister for Lands' Consent

GOVERNMENT OF WESTERN AUSTRALIA

Department of **Planning, Lands and Heritage**

Land Use Management

Our ref: File: 3700-1970 Job: 173321
Enquiries: Carmen Watts Ph: 9771 7936
Fax: 6552 4417
Email: carmen.watts@dplh.wa.gov.au

8 March 2018

Shire of Gingin
7 Brockman Street
GINGIN WA 6503
Attention: Kylie Bacon

By email only: msp@gingin.wa.gov.au

Dear Madam

Section 18 Ministerial Approval – Lease over portion of Reserve 31684 being portion of Lot 744 on Deposited Plan 32894 between Shire of Gingin and Ledge Point Country Club Inc.

Thank you for your recent correspondence regarding permission to lease portion of Reserve 31684 which is set side for the purpose of "Recreation" and managed by the Shire of Gingin with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) the Minister for Lands approval is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 2 March 2018 on the condition that the final Lease executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the Transfer of Land Act 1893. You will need to provide a copy of this lottor to Landgate when the documents are lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours faithfully

Carmen Watts
Senior State Land Officer, Case Delivery

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 PO Box 1221 West Perth Western Australia 6872
Telephone (08) 6552 4400 Facsimile (08) 6552 4417 Freecall: 1800 735 784 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 68 565 723 484

11.3.3 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED ANIMAL HUSBANDRY - INTENSIVE (COMMERCIAL BROILER SHED) ON LOT 3683 (252) DUFFY ROAD, BAMBUN

FILE:	**BLD/5736**
APPLICANT:	**STEVECHRIS NOMINEES PTY LTD T/A BETTA BROILERS**
LOCATION:	**LOT 3683 (252) DUFFY ROAD, BAMBUN**
OWNER:	**STEVECHRIS NOMINEES PTY LTD T/A BETTA BROILERS**
ZONING:	**GENERAL RURAL (GR40)**
AUTHOR:	**JAMES BAYLISS – ACTING MANAGER STATUTORY PLANNING**
REPORTING OFFICER:	**KYLIE BACON- ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT**
REPORT DATE:	**20 MARCH 2018**
REFER:	**19 FEBRUARY 2008 ITEM 11.3.5** **18 OCTOBER 2016 ITEM 11.3.4**

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider an Application for Development Approval for a commercial poultry shed and feed silo forming part of the existing Poultry (Broiler) Farm on Lot 3683 (252) Duffy Road, Gingin.

BACKGROUND

The Shire is in receipt of an Application for Development Approval for an additional poultry shed and feed silo at the abovementioned property. The site currently operates as a poultry (broiler) farm consisting of five existing sheds, one additional poultry shed and silo yet to commence construction and associated structures (i.e. dwelling feed silos etc.).

The proposal seeks to construct a seventh poultry shed measuring 168 metres in length, 17.3 metres in width with an overall pitch height of 4.5 metres. The proposed poultry shed will house up to 55,000 birds.

Please note Item 11.3.4 of this meeting's agenda relates to amending the previously approved free range shed that is yet to commence construction.

Council consideration is required as Administration does not have the authority to determine this application under delegation.

A location plan, aerial photograph and applicant's proposal are provided as **Appendix 1**.

COMMENT

Community Consultation

The application was advertised for a period of 14 days in accordance with clause 64 of the Planning and Development (Local Planning Scheme) Regulations 2015. No submissions were received by the Shire.

Planning Framework

Local Planning Scheme No. 9

The subject land is zoned General Rural (GR40) under Local Planning Scheme No. 9 (LPS 9), the objectives of which are to:

a) *Manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*

b) *Encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*

c) *Maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and water course systems from damage; and*

d) *Provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

Under LPS 9, the definition of Animal Husbandry – Intensive is defined as follows:

Animal Husbandry – Intensive – means premises used for keeping, rearing or fattening of pigs, poultry (for either egg or meat production), rabbits (for either meat or fur production) and other livestock in feedlots.

Animal Husbandry – Intensive is an 'A' use in the General Rural zone, meaning that the land use is permitted unless Council has exercised its discretion to approve subject to advertising.

The expansion to the existing poultry farm is considered to be consistent with the above objectives. It should be noted the Scheme does not have any specific development provisions relating to 'Animal Husbandry – Intensive' or poultry farm developments in the General Rural zone.

Any development (LPS 9 cl 4.1) is to comply with the provisions of the Scheme, including the minimum standards for development as specified in Table 2 – Site Requirements. As there are no specific development provisions applicable, Council must determine the proposal having regard to the predominant use, objectives and development standards of the General Rural zone (cl 3.2.7 and cl 4.8.6 respectively) and also clause 67 of the *Planning and Development (Local Planning Schemes) Regulations 2015 (*deemed provisions).

General Rural Development Standards

Local Planning Scheme No. 9 - Table 2 Site Requirements

Setbacks

In accordance with Table 2 of LPS 9, all buildings shall be set back a minimum 20 metres from all lot boundaries. The proposed poultry shed is set back 160 metres tapering to 120 metres from the side (eastern) boundary and approximately 360 metres from the northern boundary. The existing poultry sheds are located 102 metres tapering to 124 metres from the side (western) boundary. The proposal therefore satisfies the provisions of LPS 9 Table 2 - Site Requirements.

The location of the proposed poultry shed complies with clause 4.8.6.7 of LPS 9, in that the siting and design are not considered to adversely impact the natural landscape or visual amenity of the locality as the subject lot already houses five poultry sheds of similar construction.

Plot Ratio

Not applicable to General Rural zoned lots.

Site Coverage

Not applicable to General Rural zoned lots.

Landscaping

The site provides existing vegetation between the proposed poultry shed and the closest property boundary, which acts as vegetation screening to the adjoining lot to the east.

Access/Egress

The property has access/egress to Duffy Road, which is a local road under the care and control of the Shire of Gingin. Duffy Road connects to Airfield Road, which then connects to Brand Highway.

The proposed poultry shed will increase truck movements to the site, however the existing poultry operation has the ability to cater for any increase in vehicle/truck movements without any upgrades to existing infrastructure.

Car Parking

The existing loading and parking areas provide for convenient vehicle manoeuvring and the existing area can accommodate any increase required.

Water Supply

The existing poultry farm has a current Water Extraction Licence No. (GWL49061 (6) Superficial Swan) which has a water allocation of 75150kL/annum. The applicant has advised that the current water licence entitlement is sufficient for the proposed expansion.

Potential Impacts

It is anticipated that there will be no significant environmental amenity impacts as a result of noise, odour or dust, given the significant setbacks being proposed from the boundaries.

Furthermore, in the event that the application is approved, the current vegetation onsite acts as a screening buffer to the existing and proposed poultry sheds. The location of the proposed poultry shed will be screened from Duffy Road by the existing sheds. It is not anticipated that any visual amenity concerns will arise as a result of this proposal.

Buffer Areas/External Policies

The following State policies and guidelines have been prepared to act as a policy guide for local governments in determining applications for poultry farms:

- The Western Australian Planning Commission (WAPC) *State Planning Policy No. 2.5 Rural Planning Policy – September 2015* (SPP 2.5);

- *Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia, May 2004* (Environmental Codes); and

- *Environmental Protection Authority – Guidance for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses No. 3, June 2005* (EPA Guidance Statement).

State Planning Policy No. 2.5 Rural Planning Policy (SPP 2.5)

The WAPC SPP 2.5 has been prepared to act as a policy guide for local governments in determining applications for poultry farms.

With respect to assessing separation distances, the Policy refers to the Environmental Code and the Environmental Protection Authority's (EPA) Guidance Statement which is discussed in further detail below:

Guidance for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses No. 3

The EPA's Guidance Statement with respect to buffer distances between poultry farms and sensitive land uses recommends a buffer distance of 300m – 1000m depending on size. However, it does not provide a breakdown of the size of a poultry farm in relation to the buffer distance required.

The proposed poultry shed will be set back approximately 300 metres from the nearest residential dwelling located to the south on Lot 3690 Duffy Road. This is considered an appropriate buffer distance. It should be noted the existing poultry operation is set back approximately 300 metres to the same dwelling.

Environmental Code of Practice for Poultry Farms in Western Australia

Table 1: Recommended Minimum Buffer Distances

Facility	Poultry Shed (same farm operator)	Poultry Sheds (different operator)	Existing or future residential zone land	Existing or future rural residential zone	Farm boundary	Water supply bores	Wetlands waterway & flood ways	Water Table
New free range poultry sheds	20m between enclosures	1000m	500m	300m	100m	50m from discharge area	50m	3m
Proposed Shed	Complies	Complies	NA	NA	Complies >100m	Existing sheds – won't impact upon existing water supply bores	NA	NA

The proposal is deemed to comply with the Environmental Code of Practice with respect to the buffer distances outlined above.

State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being bushfire prone. Given the land use proposed is Animal Husbandry – Intensive, Planning Bulletin 111/2016 provides for chicken sheds to be exempt from requiring a BAL assessment to be undertaken.

Summary

In view of the above assessment Administration is of the view that the site is capable of accommodating the additional poultry shed and that the application is consistent with the planning framework applicable.

Advice Notes

In the event that Council resolves to approve this application, the following advice notes will apply:

A. Further to this approval, the Applicant will be required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011*, the *Building Regulations 2012* and the *Health Act 1911*, which are to be approved by the Shire of Gingin.

B. The Department of Health advises that any form of pest control using pesticides must comply with the *Health (Pesticides) Regulations 2011*.

C. It is advised that the proposal should at all times comply with the *Biosecurity and Agriculture Management (Stable Fly) Management Plan 2013* in order to minimise the effects of stable flies on the community.

D. The Applicant is reminded that this Development Approval is not to be interpreted as an approval to extract and use groundwater supplies, nor does it imply that the Shire of Gingin has knowledge in relation to availability of groundwater supplies.

E. It is an offence to clear native vegetation without the authority of a permit from the Department of Water and Environmental Regulation unless the clearing is exempt from a permit.

F. It is recommended that the applicant liaise with the Department of Water and Environmental Regulation in relation to whether a clearing permit or exemption applies.

STATUTORY ENVIRONMENT

Local Planning Scheme No. 9
Part 3 – Zones and the Use of Land
3.2 Objectives of the Zones

Part 4 – General Development Requirements
4.7 General Development Standards
4.8.6 General Rural Zones

State Planning Policy 2.5 – Rural Planning Policy (SPP 2.5)

Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia, May 2004

Environmental Protection Authority Guidance Statement No. 3 – Guidance for Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses

National Environmental Management System for the Meat Chicken Industry Version 2 (2014)

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

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

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council grant Development Approval for an Animal Husbandry Intensive (Commercial Poultry Shed and Feed Silo) on Lot 3683 (252) Duffy Road, Banbum, in accordance with the plans dated 2 March 2018, subject to the following conditions:

1. All development shall be undertaken in accordance with the approved plans and specifications (including any modifications marked in RED) unless conditioned otherwise in this approval;

2. This approval is for a *Commercial Poultry Shed* only as indicated on the approved plans;

3. The total number of birds permitted in the approved *Commercial Poultry Shed* is limited to 55,000 at any one time;

4. Poultry shed design and management, management of stock feed, water, waste products and all other aspects of the poultry farm operation shall comply with the management guidelines set out in the *Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia,* May 2004 unless otherwise approved by the Shire of Gingin;

5. All uncontaminated stormwater runoff from buildings and roadways shall be drained into the stormwater basins on the property to the satisfaction of the Shire of Gingin; and

6. Prior to commencement of site works for the development, the Applicant/Owner is required to submit for approval a Waste Management Plan in accordance with the *Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia*, May 2004 to the satisfaction of the Shire of Gingin.

RESOLUTION

Moved Councillor Johnson, seconded Councillor Rule that Council grant Development Approval for an Animal Husbandry Intensive (Commercial Poultry Shed and Feed Silo) on Lot 3683 (252) Duffy Road, Gingin, in accordance with the plans dated 2 March 2018, subject to the following conditions:

1. **All development shall be undertaken in accordance with the approved plans and specifications (including any modifications marked in RED) unless conditioned otherwise in this approval;**

2. **This approval is for a *Commercial Poultry Shed* only as indicated on the approved plans;**

3. **The total number of birds permitted in the approved *Commercial Poultry Shed* is limited to 55,000 at any one time;**

4. **Poultry shed design and management, management of stock feed, water, waste products and all other aspects of the poultry farm operation shall comply with the management guidelines set out in the *Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia,* May 2004 unless otherwise approved by the Shire of Gingin;**

5. **All uncontaminated stormwater runoff from buildings and roadways shall be drained into the stormwater basins on the property to the satisfaction of the Shire of Gingin; and**

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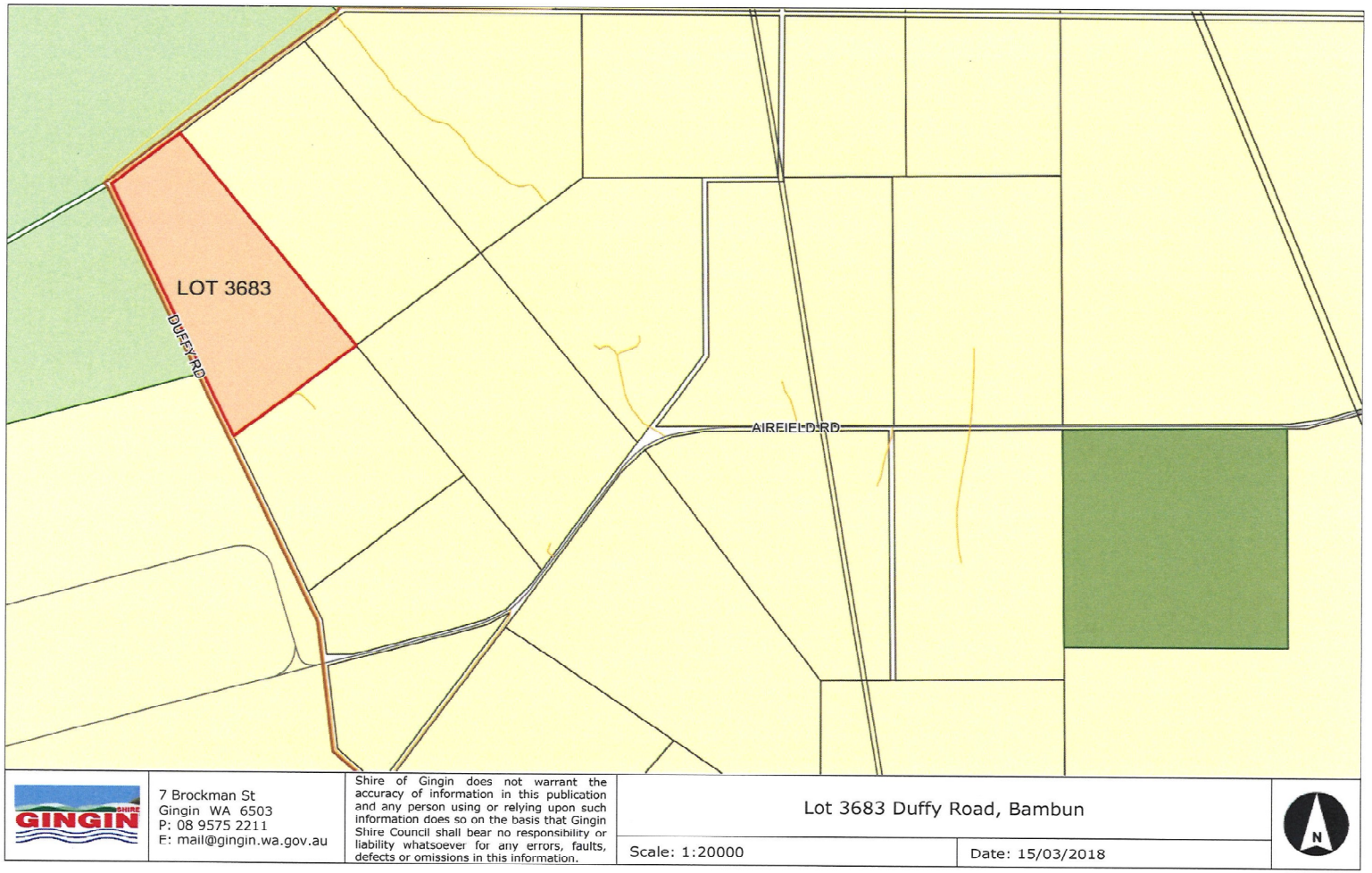
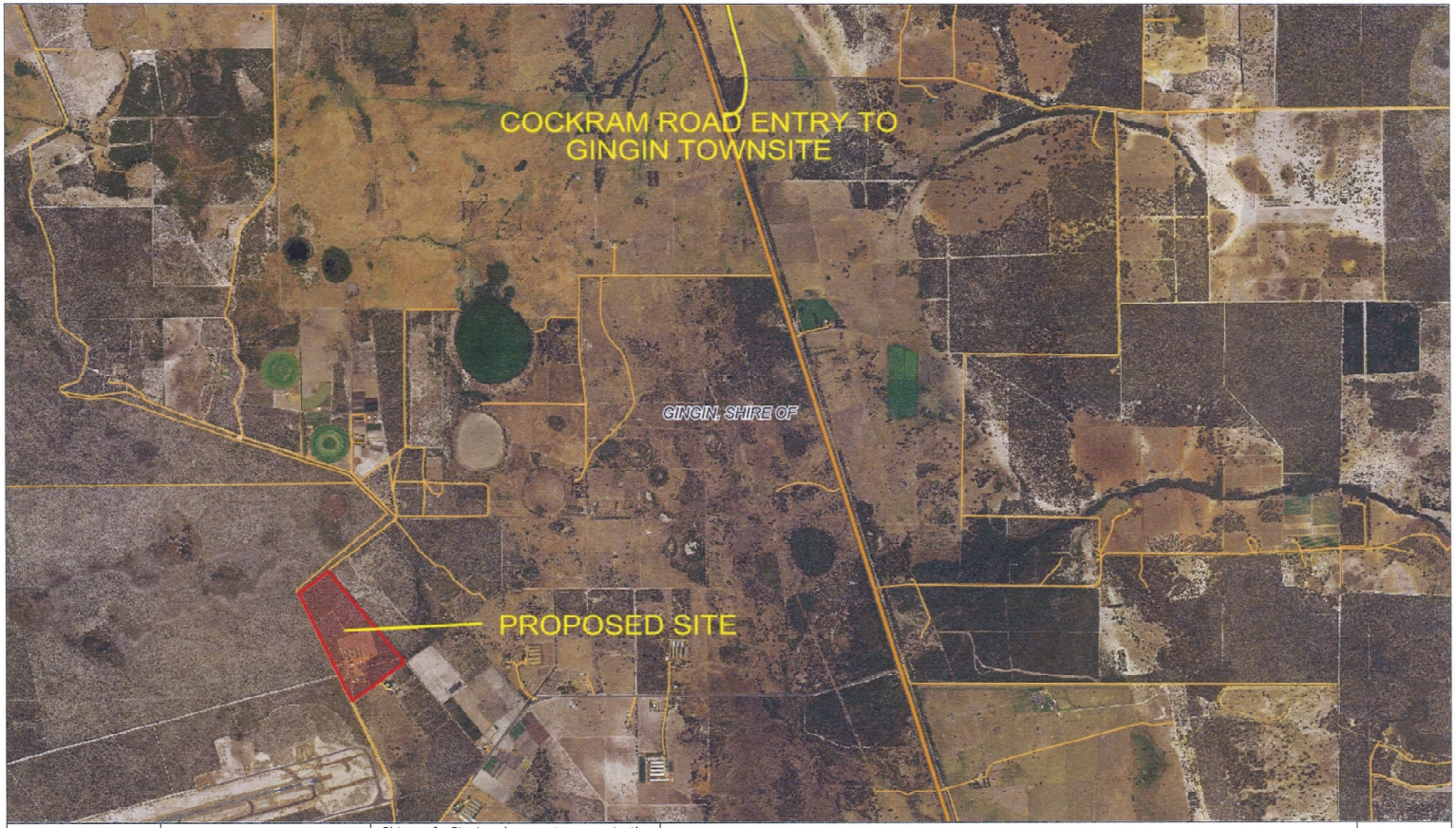
CARRIED UNANIMOUSLY

APPENDIX 1


LOT 3683
DUFFY RD
AIRFIELD RD
GINGIN SHIRE
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.
Lot 3683 Duffy Road, Bambun
Scale: 1:20000
Date: 15/03/2018
N



GINGIN SHIRE

7 Brockman St
Gingin WA 6503
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E: mail@gingin.wa.gov.au

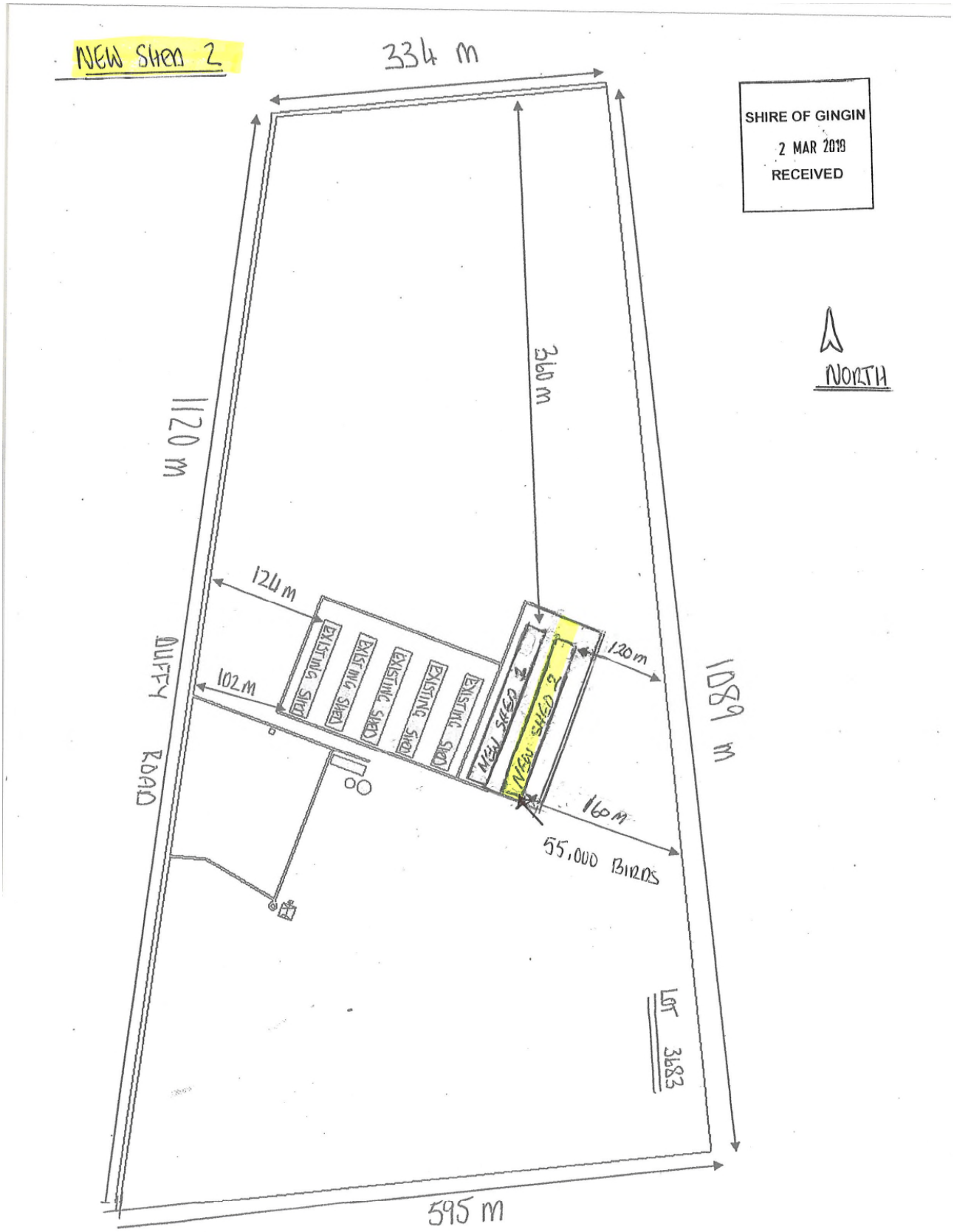
Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.

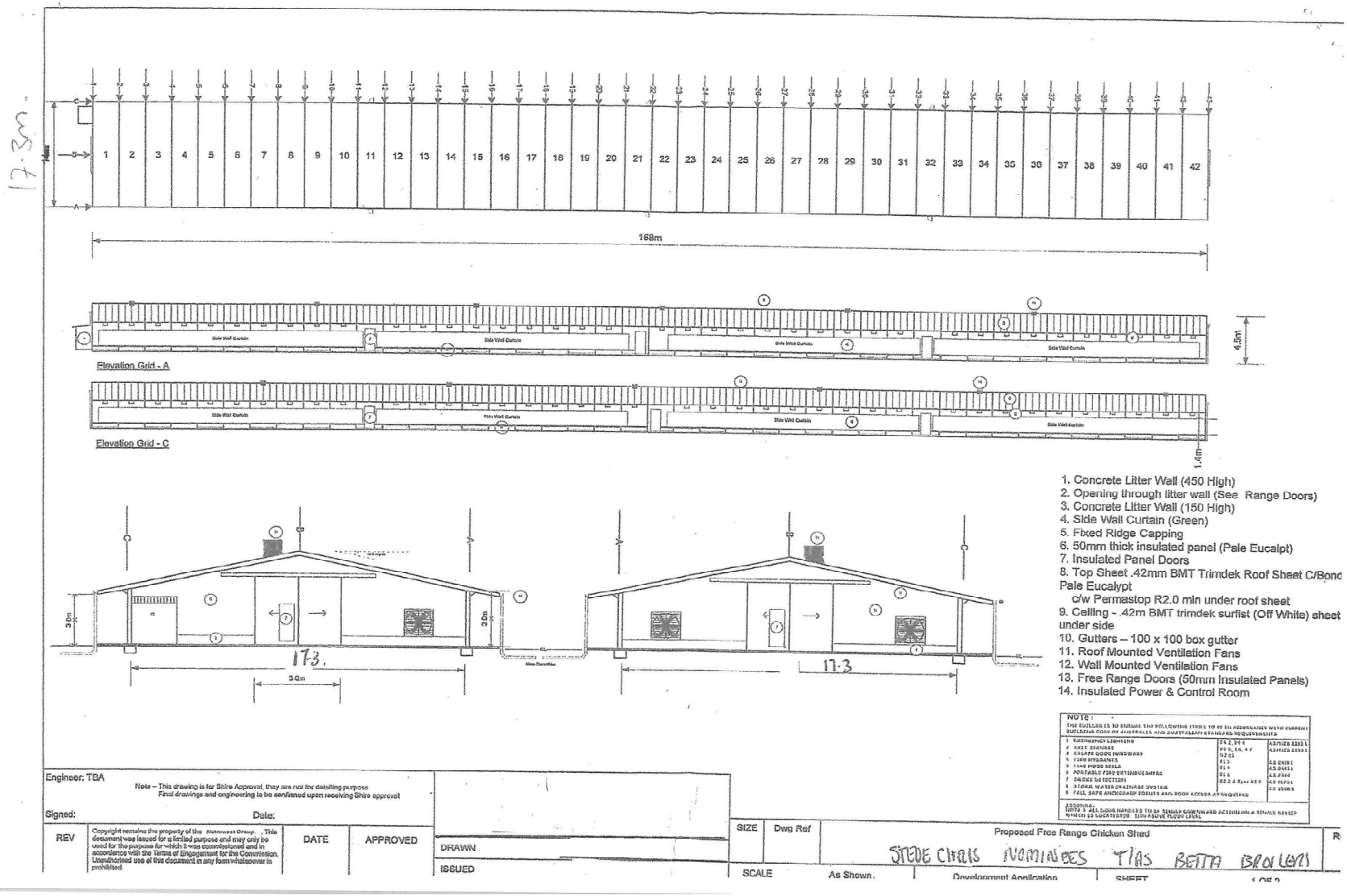
Location Plan - Lot 3683 Duffy Road, Bambun

Scale: 1:49730

Date: 15/03/2018

N


NEW SHED 2
334 m
SHIRE OF GINGIN
2 MAR 2018
RECEIVED
NORTH
360 m
1120 m
124 m
102 m
EXISTING SHED
EXISTING SHED
EXISTING SHED
EXISTING SHED
EXISTING SHED
NEW SHED 1
NEW SHED 2
120 m
1089 m
160 m
55,000 BIRDS
DUFFY ROAD
LOT 3683
595 m


17.3m
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42
168m
Elevation Grid - A
Elevation Grid - C
4.5m
1.4m
3.0m
3.0m
17.3
9.0m
17.3
1. Concrete Litter Wall (450 High)
2. Opening through litter wall (See Range Doors)
3. Concrete Litter Wall (150 High)
4. Side Wall Curtain (Green)
5. Fixed Ridge Capping
6. 50mm thick insulated panel (Pale Eucalpt)
7. Insulated Panel Doors
8. Top Sheet .42mm BMT Trimdek Roof Sheet C/Bond Pale Eucalypt
c/w Permastop R2.0 min under roof sheet
9. Ceiling - .42m BMT trimdek surfist (Off White) sheet under side
10. Gutters – 100 x 100 box gutter
11. Roof Mounted Ventilation Fans
12. Wall Mounted Ventilation Fans
13. Free Range Doors (50mm Insulated Panels)
14. Insulated Power & Control Room
NOTE:
Engineer: TBA
Note – This drawing is for Shire Approval, they are not for detailing purpose
Final drawings and engineering to be confirmed upon receiving Shire approval
Signed: Date:
REV
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DATE
APPROVED
DRAWN
ISSUED
SIZE
Dwg Ref
Proposed Free Range Chicken Shed
STEVE CHRIS NOMINEES T/AS BETTA BROILERS
SCALE As Shown
Development Application
SHEET 1 OF 2

11.3.4 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED ANIMAL HUSBANDRY - INTENSIVE (AMENDED DA) ON LOT 3683 (252) DUFFY ROAD, BAMBUN

FILE:	**BLD/5736**
APPLICANT:	**STEVECHRIS NOMINEES PTY LTD T/A BETTA BROILERS**
LOCATION:	**LOT 3683 (252) DUFFY ROAD, BAMBUN**
OWNER:	**STEVECHRIS NOMINEES PTY LTD T/A BETTA BROILERS**
ZONING:	**GENERAL RURAL (GR40)**
AUTHOR:	**JAMES BAYLISS – ACTING MANAGER STATUTORY PLANNING**
REPORTING OFFICER:	**KYLIE BACON- ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT**
REPORT DATE:	**20 MARCH 2018**
REFER:	**19 FEBRUARY 2008 ITEM 11.3.5** **18 OCTOBER 2016 ITEM 11.3.4**

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider an Application for Development Approval to amend a previously approved (P1397) free range poultry shed to a non-free range commercial poultry shed on Lot 3683 (252) Duffy Road, Gingin.

BACKGROUND

At the Ordinary Meeting on 18 October 2016 Council resolved to approve an expansion to the existing poultry farm on the subject lot, by supporting an additional free range poultry shed. This resulted in a total of six poultry sheds being approved on the subject lot.

The proposal presented for consideration is to amend the previously approved poultry shed referenced above from free range to an enclosed commercial shed. This is a result of demands in the market place and an influx of free range poultry sheds in nearby regions.

The previously approved shed was 168 metres in length, 14 metres in width with a pitch height of 4.5 metres. The amended design results in the enclosed poultry shed being 168 metres in length, 17.3 metres in width and 4.5 metres to the roof pitch. The previous approval was for 40 000 birds which will be increased to 55 000 birds as part of the amendment.

An application for development approval for a seventh commercial poultry shed and feed silo on the subject lot forms the subject of a separate report to this meeting.

Council's consideration is required as Administration does not have the authority to approve this application under delegation.

A location plan, aerial photograph and applicant's proposal are provided as **Appendix 1**.

COMMENT

Community Consultation

The application was advertised for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015*. No response was received by the Shire.

Planning Framework

Local Planning Scheme No. 9

The subject land is zoned General Rural (GR40) under Local Planning Scheme No. 9 (LPS 9), the objectives of which are to:

a) Manage land use changes so that the specific local rural character of the zone is maintained or enhanced;

b) Encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;

c) Maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and water course systems from damage; and

d) Provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.

Under LPS 9, the definition of Animal Husbandry – Intensive is defined as follows:

Animal Husbandry – Intensive – means premises used for keeping, rearing or fattening of pigs, poultry (for either egg or meat production), rabbits (for either meat or fur production) and other livestock in feedlots.

Animal Husbandry – Intensive is an 'A' use in the General Rural zone, meaning that the land use is permitted unless Council has exercised its discretion to approve subject to advertising.

The Scheme does not have any specific provisions relating to Animal Husbandry – Intensive and/or poultry farm developments in the General Rural zone. Any development (cl 4.1) is to comply with the provisions of the Scheme, including the minimum standards for development as specified in Table 2 – Site Requirements. As there are no specific requirements for Animal Husbandry – Intensive uses, Council must determine the relevant requirements to be complied with, having regard to the predominant use, objectives and development standards of the General Rural zone (cl 3.2.7 and cl 4.8.6 respectively) and clause 67 of the Planning and Development (Local Planning Schemes) Regulations 2015 (deemed provisions).

General Rural Development Standards

Local Planning Scheme No. 9 Table 2 Site Requirements

Setbacks

In accordance with Table 2 of LPS 9, all buildings shall be set back a minimum 20 metres from all lot boundaries. The proposed poultry shed is set back 216 metres tapering to 176 metres from the side (eastern boundary), 360 metres from the northern boundary and 240 metres from the southern boundary (approximately).

The proposed poultry shed is therefore compliant with the Table 2 Site Requirements of LPS 9.

Plot Ratio

Not applicable to General Rural zoned lots.

Site Coverage

Not applicable to General Rural zoned lots.

Landscaping

The amended design does not result in any landscaping considerations.

Access/Egress

The property has access/egress to Duffy Road, which is a local road under the care and control of the Shire of Gingin. Duffy Road connects to Airfield Road, which then connects to Brand Highway.

The amendment does increase the bird capacity of the shed by 15,000 and therefore it is expected that a minor increase in truck movements to the site will result. The increase is not considered to warrant any further consideration to access/egress provisions.

Car Parking

All loading/unloading and parking currently occurs within the property and the property can accommodate any increase required.

Water Supply

The existing poultry farm has a current Water Extraction Licence (No. GWL49061 (6) Superficial Swan) which has a water allocation of 75150kL/annum. The applicant has advised that the current water licence entitlement is sufficient for the proposed expansion.

Potential Impacts

It is anticipated that there will be no significant environmental amenity impacts due to noise, odour or dust as a result of the minor increase in floor area to the amended shed design.

Furthermore, in the event that the application is approved, the current vegetation onsite acts as a screening buffer to the existing and amended poultry shed. The location of the amended shed will be primarily screened by the existing sheds and can only marginally be seen from Duffy Road.

Buffer Areas/External Policies

The following State policies and guidelines have been prepared to act as a policy guide for local governments in determining applications for poultry farms:

- The Western Australian Planning Commission (WAPC) *State Planning Policy No. 2.5 Rural Planning Policy – September 2015* (SPP 2.5);

- *Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia, May 2004* (Environmental Codes); and

- *Environmental Protection Authority – Guidance for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses No. 3, June 2005* (EPA Guidance Statement).

State Planning Policy No. 2.5 Rural Planning Policy (SPP 2.5)

The WAPC SPP 2.5 has been prepared to act as a policy guide for local governments in determining applications for poultry farms.

With respect to assessing separation distances, the Policy refers to the Environmental Code and the Environmental Protection Authority's (EPA) Guidance Statement which is discussed in further detail below:

Guidance for the Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses No. 3

The EPA's Guidance Statement with respect to buffer distances applied between poultry farms and sensitive land uses recommends a buffer distance of 300m – 1000m depending on size. However, it does not provide a breakdown of the size of a poultry farm in relation to the buffer distance required.

The amended poultry shed will be set back approximately 300 metres to the nearest residential dwelling located to the south on Lot 3690 Duffy Road. This is considered an appropriate buffer distance. It should be noted the existing poultry operation is set back 300 metres to the same dwelling.

Environmental Code of Practice for Poultry Farms in Western Australia

Table 1: Recommended Minimum Buffer Distances

Facility	Poultry Shed (same farm operator)	Poultry Sheds (different operator)	Existing or future residential zone land	Existing or future rural residential zone	Farm boundary	Water supply bores	Wetlands, waterways & flood ways	Water Table
New free range poultry sheds	20m between enclosures	1000m	500m	300m	100m	50m from discharge area	50m	3m
Proposed Shed	Complies	Complies	NA	NA	Complies >100m	Existing sheds – won't impact upon existing water supply bores	NA	NA

The proposal complies with the Environmental Code of Practice with regards to the buffer distances outlined above.

State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being bushfire prone. Given the land use proposed is Animal Husbandry – Intensive, Planning Bulletin 111/2016 provides for chicken sheds to be exempt from requiring a BAL assessment to be undertaken.

Summary

In view of the above assessment Administration is of the view that the amended design will cause no impacts additional to those envisioned with respect to the previously approved shed.

Advice Notes

In the event that Council resolves to approve this application, the following advice notes will apply:

A. Further to this approval, the Applicant will be required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011*, the *Building Regulations 2012* and the *Health Act 1911*, which are to be approved by the Shire of Gingin.

B. The Department of Health advises that any form of pest control using pesticides must comply with the *Health (Pesticides) Regulations 2011*.

C. It is advised that the proposal should at all times comply with the *Biosecurity and Agriculture Management (Stable Fly) Management Plan 2013* in order to minimise the effects of stable flies on the community.

D. The Applicant is reminded that this Development Approval is not to be interpreted as an approval to extract and use groundwater supplies, nor does it imply that the Shire of Gingin has knowledge in relation to availability of groundwater supplies.

E. It is an offence to clear native vegetation without the authority of a permit from the Department of Water and Environmental Regulation unless the clearing is exempt from a permit.

F. It is recommended that the applicant liaise with the Department of Water and Environmental Regulation in relation to whether a clearing permit or exemption applies.

STATUTORY ENVIRONMENT

Local Planning Scheme No. 9
Part 3 – Zones and the Use of Land
3.2 Objectives of the Zones

Part 4 – General Development Requirements
4.7 General Development Standards
4.8.6 General Rural Zones

State Planning Policy 2.5 – Rural Planning Policy (SPP 2.5)

Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia, May 2004

Environmental Protection Authority Guidance Statement No. 3 – Guidance for Assessment of Environmental Factors – Separation Distances between Industrial and Sensitive Land Uses

National Environmental Management System for the Meat Chicken Industry Version 2 (2014)

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

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

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council support an amendment to development approval (P1397) for Animal Husbandry Intensive (free range shed to commercial shed) on Lot 3683 (252) Duffy Road, Gingin subject to the following conditions:

1. All development shall be undertaken in accordance with the approved plans and specifications (including any modifications marked in RED) unless conditioned otherwise in this approval;

2. This approval is for a commercial poultry shed only as indicated on the approved plans;

3. The total number of birds permitted in the approved *Commercial Poultry Shed* is limited to 55,000 at any one time;

4. Poultry shed design and management, management of stock feed, water, waste products and all other aspects of the poultry farm operation shall comply with the management guidelines set out in the *Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia,* May 2004 unless otherwise approved by the Shire of Gingin;

5. All uncontaminated stormwater runoff from buildings and roadways shall be drained into the stormwater basins on the property to the satisfaction of the Shire of Gingin;

6. Prior to commencement of site works for the development, the Applicant/Owner is required to submit for approval a Waste Management Plan in accordance with the *Western Australian Broiler Growers Association and Poultry Farmers Association of Western Australia – Environmental Code of Practice for Poultry Farms in Western Australia*, May 2004 to the satisfaction of the Shire of Gingin; and

7. Prior to commencement of site works for the development, the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the Transfer to Land Act 1893 to be registered on the title to the land as notification to prospective purchasers that the title of the proposed lot is located in a Bushfire Prone Area.

RESOLUTION

Moved Councillor Johnson, seconded Councillor Rule that Council support an amendment to development approval (P1397) for Animal Husbandry Intensive (free range shed to commercial shed) on Lot 3683 (252) Duffy Road, Bambun subject to the following conditions:

1. **All development shall be undertaken in accordance with the approved plans and specifications (including any modifications marked in RED) unless conditioned otherwise in this approval;**

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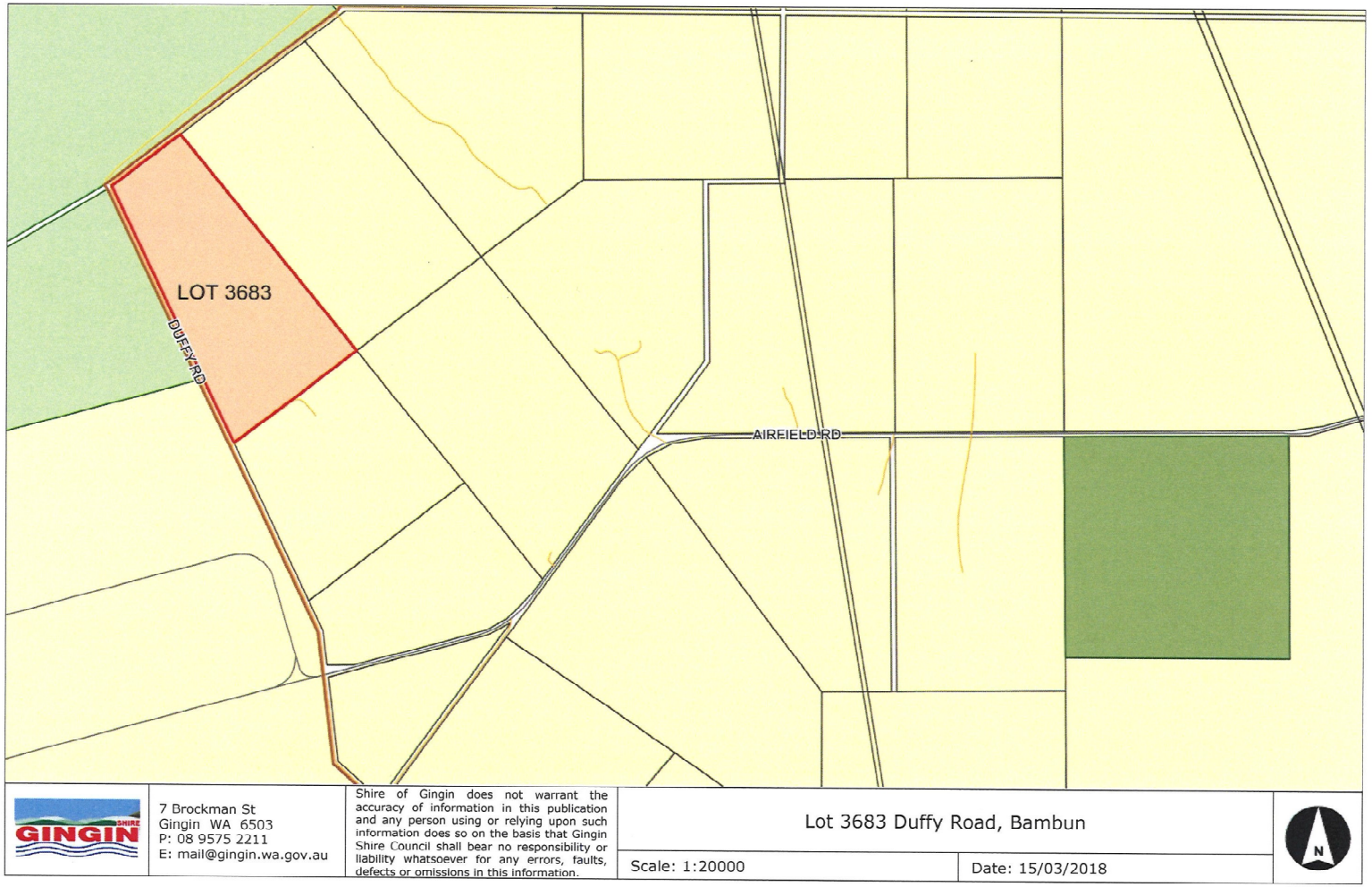
CARRIED UNANIMOUSLY

APPENDIX 1


LOT 3683
DUFFY RD
AIRFIELD RD
GINGIN SHIRE
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.
Lot 3683 Duffy Road, Bambun
Scale: 1:20000
Date: 15/03/2018
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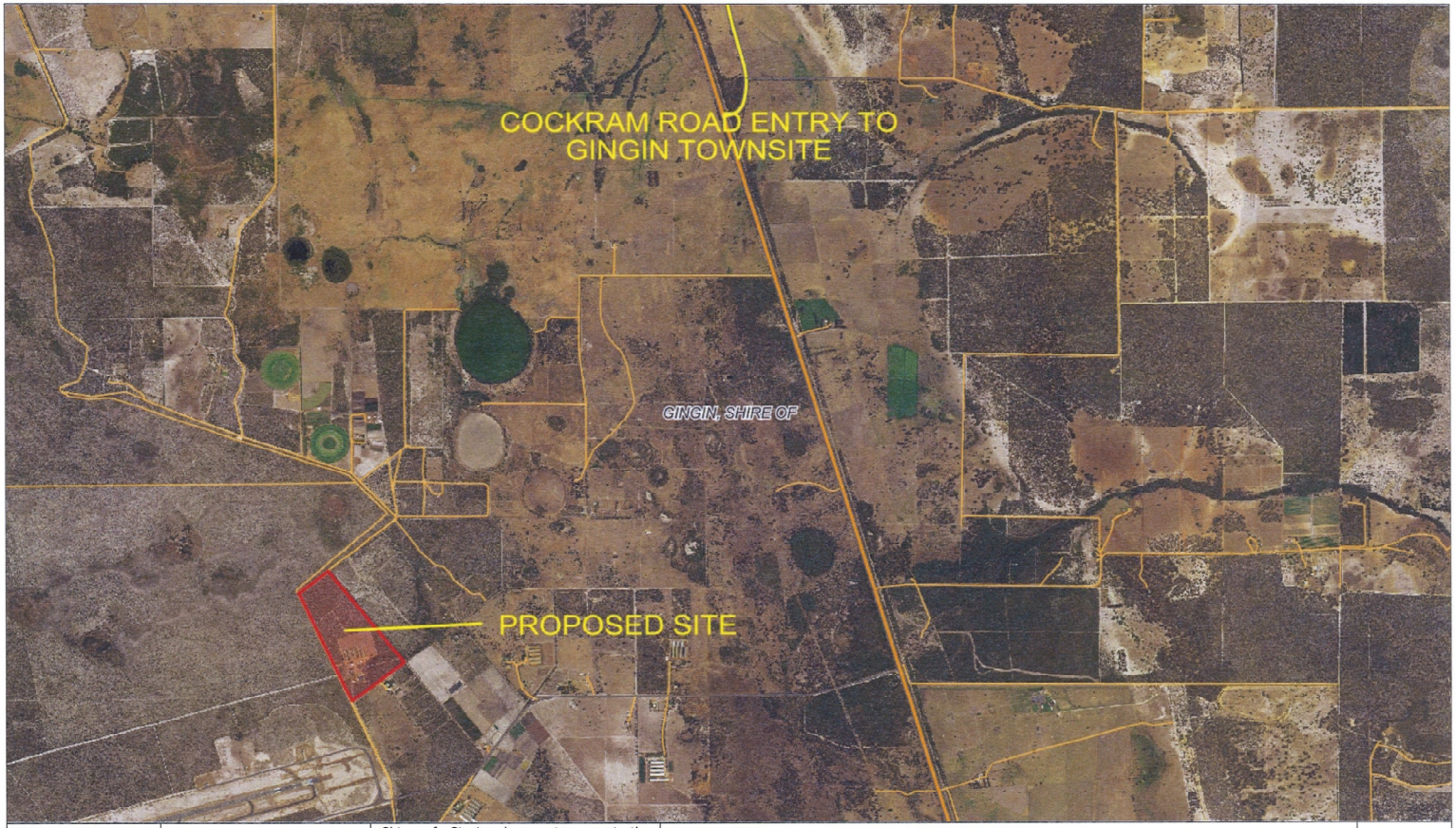

GINGIN SHIRE

7 Brockman St
Gingin WA 6503
P: 08 9575 2211
E: mail@gingin.wa.gov.au

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Location Plan - Lot 3683 Duffy Road, Bambun

Scale: 1:49730

Date: 15/03/2018

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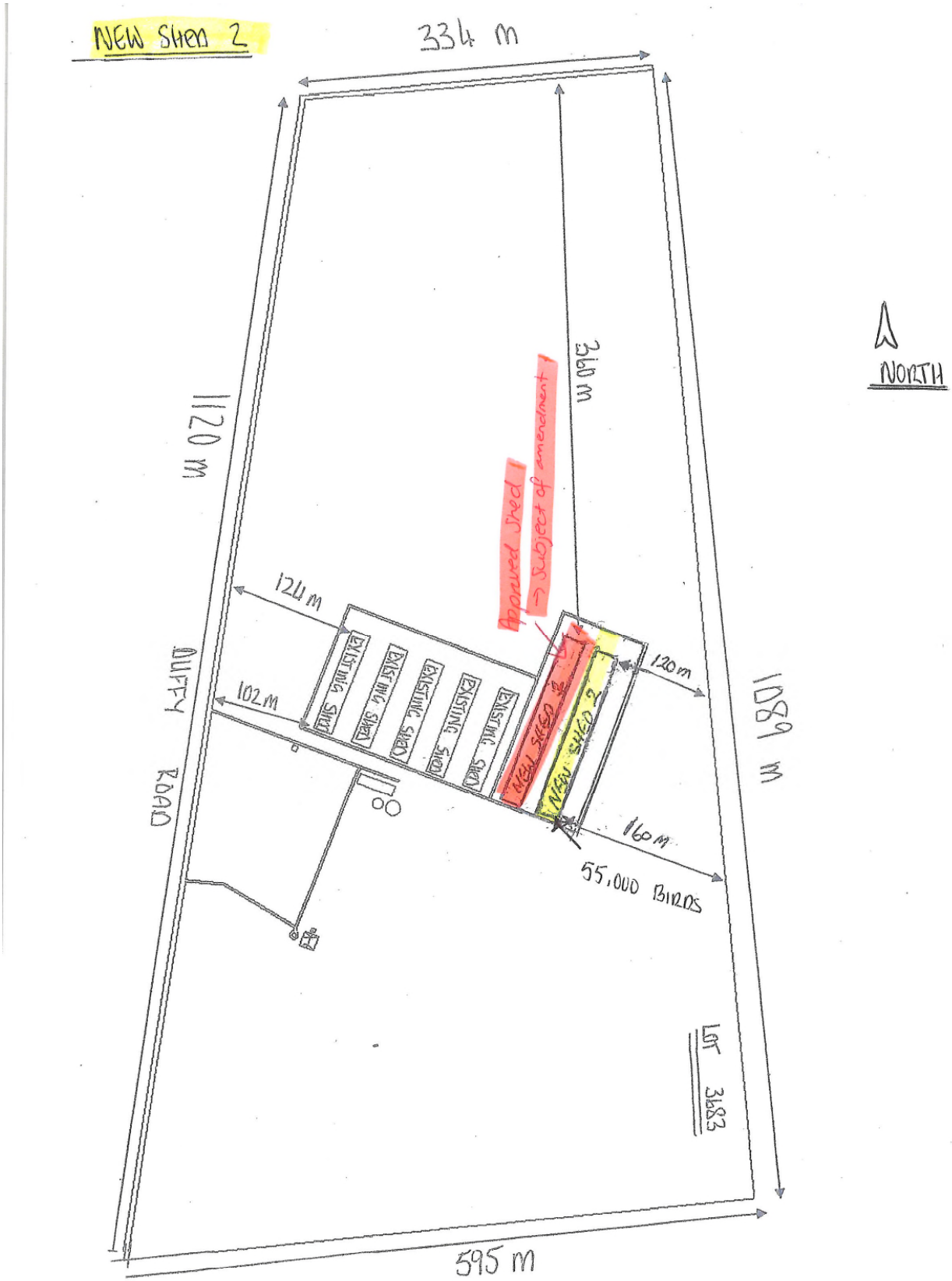
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© 2018 Google
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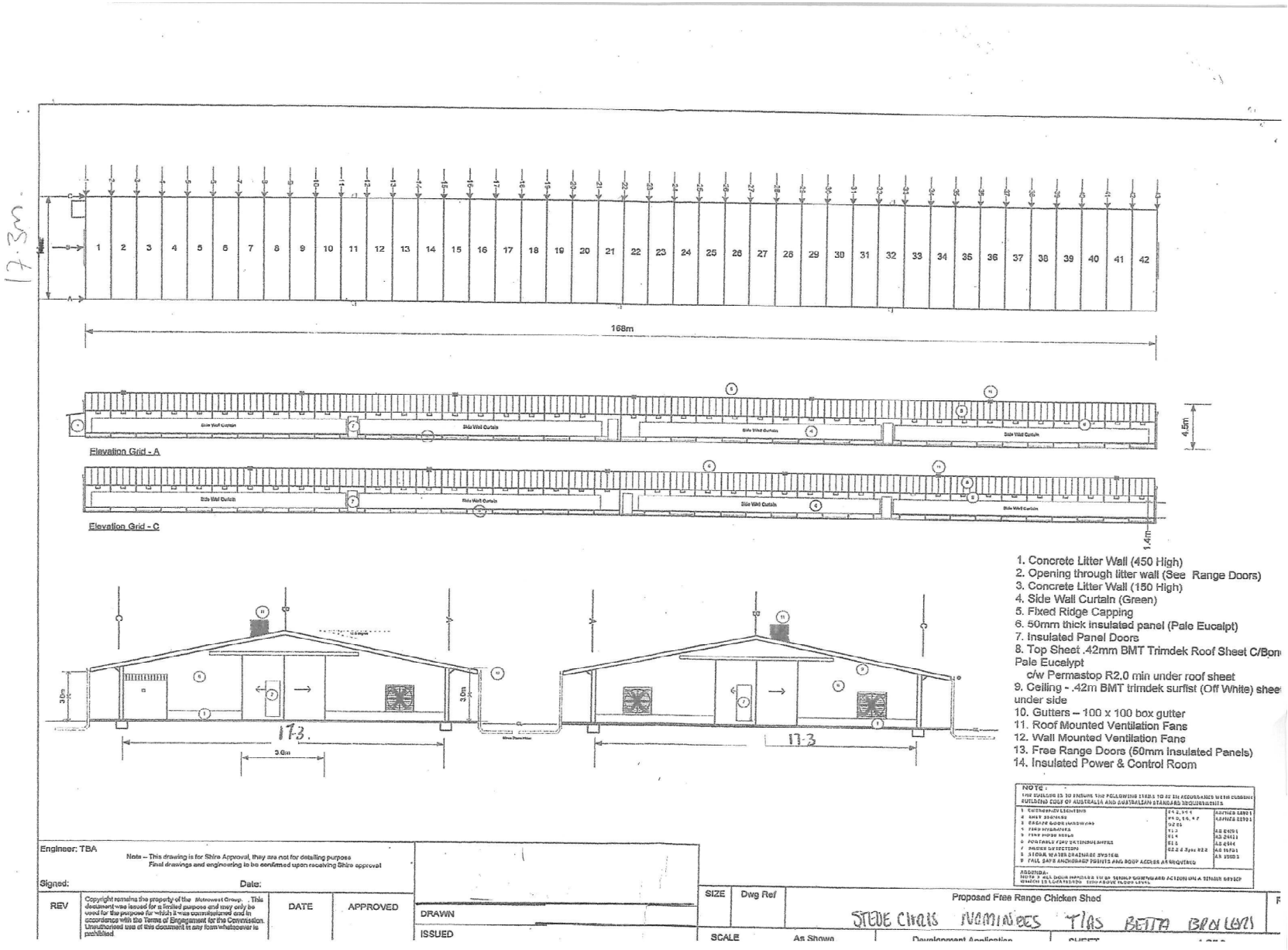
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Note – This drawing is for Shire Approval, they are not for detailing purposes
Final drawings and engineering to be confirmed upon receiving Shire approval
Signed:
Date:
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DATE
APPROVED
DRAWN
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SIZE
Dwg Ref
Proposed Free Range Chicken Shed
STEVE CHALK NOMINEES T/AS BETTA BROILERS
SCALE
As Shown
Development Application

11.3.5 APPLICATION FOR DEVELOPMENT APPROVAL - TWO PROPOSED OUTBUILDINGS AND STORAGE ON LOT 638 OLD LEDGE POINT ROAD, LEDGE POINT

FILE:	**LOT 638 OLD LEDGE POINT ROAD, LEDGE POINT**
APPLICANT:	**ELITE COMPLIANCE**
LOCATION:	**BLD/6902**
OWNERS:	**JOHN SWAIN FAMILY AFT SWAIN FAMILY TRUST**
ZONING:	**MIXED BUSINESS**
AUTHOR:	**JAMES BAYLISS – ACTING MANAGER STATUTORY PLANNING**
REPORTING OFFICER:	**KYLIE BACON – ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT**
REPORT DATE:	**20 MARCH 2018**
REFER:	**NIL**

ADDENDUM – ORDINARY MEETING OF COUNCIL – 20 MARCH 2018

Additional Information:

During discussion of this item during the meeting, Administration requested that an additional condition of approval be added to the Officer's recommendation, as follows:

9. Prior to commencement of site works for the development, the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the Transfer to Land Act 1893 to be registered on the title to the land as notification to prospective purchasers that the title of the proposed lot is located in a Bushfire Prone Area.

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider an Application for Development Approval for two proposed outbuildings and storage on Lot 638 Old Ledge Point Road, Ledge Point.

BACKGROUND

The Shire is in receipt of an Application for Development Approval for two outbuildings to be used for storage purposes at the abovementioned property. The subject lot is 3376m^2 and gains access from Old Ledge Point Road with the rear (south-western) corner of the property abutting Mann Way.

Shed 1 is 30 metres in length and 20 metres in width equating to an area of 600m^2. The outbuilding is setback 11.2 metres tapering to 14.5 metres from Old Ledge Point Road with a nil side (northern) setback. The parapet wall height along the northern boundary is 6.1 metres measured from natural ground level (NGL).

Shed 2 has an area of 975m^2 and proposes parapet walls along the side and rear boundaries. The height of the parapet wall along the side (northern) boundary is 7.31 metres measured from NGL, 7.26 metres in height as measured from NGL along the rear (western) boundary and 6.96 metres in height as measured from NGL along the side (southern) boundary.

The design provides parking for 18 vehicles including a shared access bay and a communal bathroom facility located between the two outbuildings. The applicant seeks approval for the outbuildings to be used for storage, consisting of the landowners' two buses, two boats and other various pieces of equipment.
Council consideration is required given an adverse submission was received during the advertising process.

A location plan is attached as **Appendix 1.**

A copy of the applicant's proposal (including cover letter, Site Plan, Floor Plan and Elevation Plan) is attached as **Appendix 2**.

COMMENT

Community Consultation

The application was advertised to surrounding landowners for period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015.*

The Shire received one adverse submission. A copy of the Schedule of Submissions are attached as **Appendix 3**.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9)

The subject land is zoned Mixed Business under LPS 9, the objectives of which are to:

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.

LPS 9 defines 'Storage' as:

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

LPS 9 defines 'warehouse' as:
"Premises used to store or display goods and may include sale by wholesale"

An extract of the applicable development standards outlined in '*Table 2 – Site Requirements'* for Mixed Business zoned land is provided below, with the proposed dimensions indicated:

Table 2 – Site Requirements						
Zone	**Minimum Setback**			**Maximum Plot Ratio**	**Maximum Site Coverage**	**Minimum Landscaping**
	Front	**Side**	**Rear**			
Mixed Business	Permitted: 7.5m Provided: 10.8m Complies	Permitted: Nil. Provided: Nil. Complies	Permitted: 6.0m Provided: Nil. <u>Non-compliant</u>	Permitted: 0.5 Provided: <0.5 Complies	Permitted: 75% Provided: 46.9% Complies	5% of site area – landscaping required along street frontage Provided: 5.3% Complies

The application complies with the above requirements with the exception of the nil rear setback in lieu of the required six metres as stipulated above.

The design of the lot results in the nil rear setback extending up the boundary of Mann Way. Whilst the variation does not result in a desirable built form or streetscape along Mann Way, the adjoining lots to the south and a lot to the north-west have been afforded a nil rear setback. It is not uncommon for a variation of this nature to be supported within the mixed business zoning.

It is also noted that the adjoining lot to the south has a caretaker's dwelling located immediately to the south of the proposed parapet wall. Given the size of the parapet wall it is likely the dwelling will be impacted by overshadowing in some form. The properties are zoned for mixed business purposes and the subject site is able to construct up to the side boundary. It is considered that some impact on residential amenity is unavoidable due to the current zoning and the applicable development requirements.

<u>Parking</u>

'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 one bay per 100m^2 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 1,575m^2, therefore 15.75 (16) car bays are required in order to satisfy LPS 9. The proposed development provides parking for 18 vehicles including a shared access bay and is therefore compliant.

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

"(a) 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.

(b) 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.

(c) 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.

(d) External servicing areas shall be established and maintained to the satisfaction of the local government."

The applicant contends that, given the proposed use is for storage purposes, the loading/unloading of goods or materials can occur from any of the bituminised vehicle manoeuvring areas or within the confines of the outbuilding which avoids the need to provide a dedicated loading bay. Administration concurs with this approach and notes that if the land use changes in the future, appropriate line marking can be undertaken at the time if it is deemed 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 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.

Administration has advised the applicant on several occasions that the reversing area directly behind the front five parking bays does not comply with Australian Standard (AS) 2890.1 which requires a 5.8m reversing aisle width. The most recent amended plan indicates a dimension of 5.506m and as such is non-compliant.

The plans indicate an additional 1m 'path walk' however it is noted the entry doors open outwards and are considered an encumbrance, therefore the 1m is not calculated within the reversing aisle width. In order to satisfy AS 2890.1, Shed 1 will need to be set back an additional .274m from the front boundary. Administration has recommended an appropriate condition to ensure AS 2890.1 is adhered to.

Special Control Area No. 2 - Public Drinking Water Source (SCA 2)

The subject lot is located within SCA 2 under LPS 9. The Shire is to have due regard to relevant State Government policies, including Statement of Planning Policy No. 2.7 and the most recent Department of Water and Environmental Regulation (DWER) Land Use Compatibility Tables for PDWSAs. The land use 'storage' is not a prohibited use within the SCA and is not deemed to pose a significant risk.

Statement of Planning Policy No. 2.7 - Public Drinking Water Source Policy

The objective of Statement of Planning Policy No. 2.7 - Public Drinking Water Source Policy (SPP 2.7) is to ensure that land use and development within a public drinking water source area is compatible with the protection and long term management of the water resources for public water supply.

The proposed land use is not deemed to pose a risk to the protection and long term management of the water resource. It should also be noted the subject lot is partially located within the water resource, with the boundary of SCA 2 traversing the lot.

State Planning Policy 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being bushfire prone. Given the land use proposed is for storage purposes the two outbuildings are deemed to be non-habitable. SPP 3.7 provides for exemptions to non-habitable structures from the requirement for a BAL assessment to be prepared. In the event the outbuildings were to be reclassified as habitable in the future, then a BAL can be requested and addressed accordingly.

Health Comment

Effluent disposal is formally dealt with as part of an 'Application to Install or Construct an Apparatus for the Treatment of Sewage' process administered by the Shire's Health Department. It is common practice to request the location of septic systems at development application stage to ensure that the apparatus is located in an area acceptable to the Shire's Health and Planning departments. This prevents the need for an applicant to re-submit amended plans (and pay an associated fee) if their septic application is refused by the Health Department and the entire site layout needs to be amended.

The applicant was asked to indicate on the site plan where the septic system will be located and amended plans were received specifying the septic location. During internal referral the Shire's Health Department did not support the location proposed and upon being advised of this by the Planning Department, the applicant opted to withhold the location of the septic system during the development application stage. The matter will therefore be dealt with under the process outlined above.

Summary

In view of the above assessment Administration is of the view that the two proposed outbuildings and storage can be accommodated on the subject lot. The applicant is aware that any future change to the land use or design layout may require a development application and any additional provisions of the Scheme that need to be satisfied will be addressed accordingly. The same applies to any building or health requirements that may need to be addressed as part of a change of use application.

Advice Notes

In the event that Council approves this Application, the following Advice Notes will apply:

Note 1: If you are aggrieved with the conditions of this approval you have the right to request the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2: 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 planning approval shall not be construed as an approval or support of any kind for any other planning related application (including subdivision) on the subject land.

Note 6: The applicant/landowner is advised to refer to the requirements of the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974.*

Note 7: This approval does not authorise any interference with dividing fences, nor entry onto neighbouring land. Accordingly, should you wish to remove or replace any portion of a dividing fence or enter onto neighbouring land, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.

Note 8: It is recommended that cadastral lot boundaries be established by a suitably qualified land surveyor to ensure that all development is carried out within the subject allotment.

Note 9: Please be advised any change of use in the future may require development approval.

Note 10: Please liaise with the Shire's Executive Manager Operations-Construction with respect to the design and construction of the proposed vehicle crossover.

STATUTORY ENVIRONMENT

Local Planning Scheme No. 9
Clause 4.7.2 Parking

Special Control Area No. 2 - Public Drinking Water Source (SCA 2)

Statement of Planning Policy No. 2.7 - Public Drinking Water Source Policy

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2017-2027

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

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council grant Development Approval for Two Proposed Outbuildings and Storage on Lot 638 Old Ledge Point Road, Ledge Point subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;

2. This Approval is for Two Outbuildings to be used for Storage purposes only;

3. The front setback shall be amended to 14.835m tapering to 11.49m as per the notations in red ink on the approved plans;

4. The vehicle reversing area for the front parking bays shall be 5.8 metres as per Australian Standard (AS) 2890.1 and notated in red ink on the approved plans;

5. The vehicle parking and manoeuvring areas shall be sealed, kerbed, drained and line marked in accordance with the approved plans and specifications and shall be thereafter maintained to the satisfaction of the Shire of Gingin;

6. The proposed vehicle crossover shall be designed and constructed to the satisfaction of the Shire of Gingin;

7. Stormwater runoff from all roofed and hardstand areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin;

8. The applicant / landowner shall submit a 'landscaping plan' within 60 days from the approval date. All landscaping is to be installed prior to the land use commencing and maintained in a good condition thereafter; and

9. Prior to commencement of site works for the development, the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the Transfer to Land Act 1893 to be registered on the title to the land as notification to prospective purchasers that the title of the proposed lot is located in a Bushfire Prone Area.

RESOLUTION

Moved Councillor Johnson, seconded Councillor Court that Council grant Development Approval for Two Proposed Outbuildings and Storage on Lot 638 Old Ledge Point Road, Ledge Point subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;

2. This Approval is for Two Outbuildings to be used for Storage purposes only;

3. The front setback shall be amended to 14.835m tapering to 11.49m as per the notations in red ink on the approved plans;

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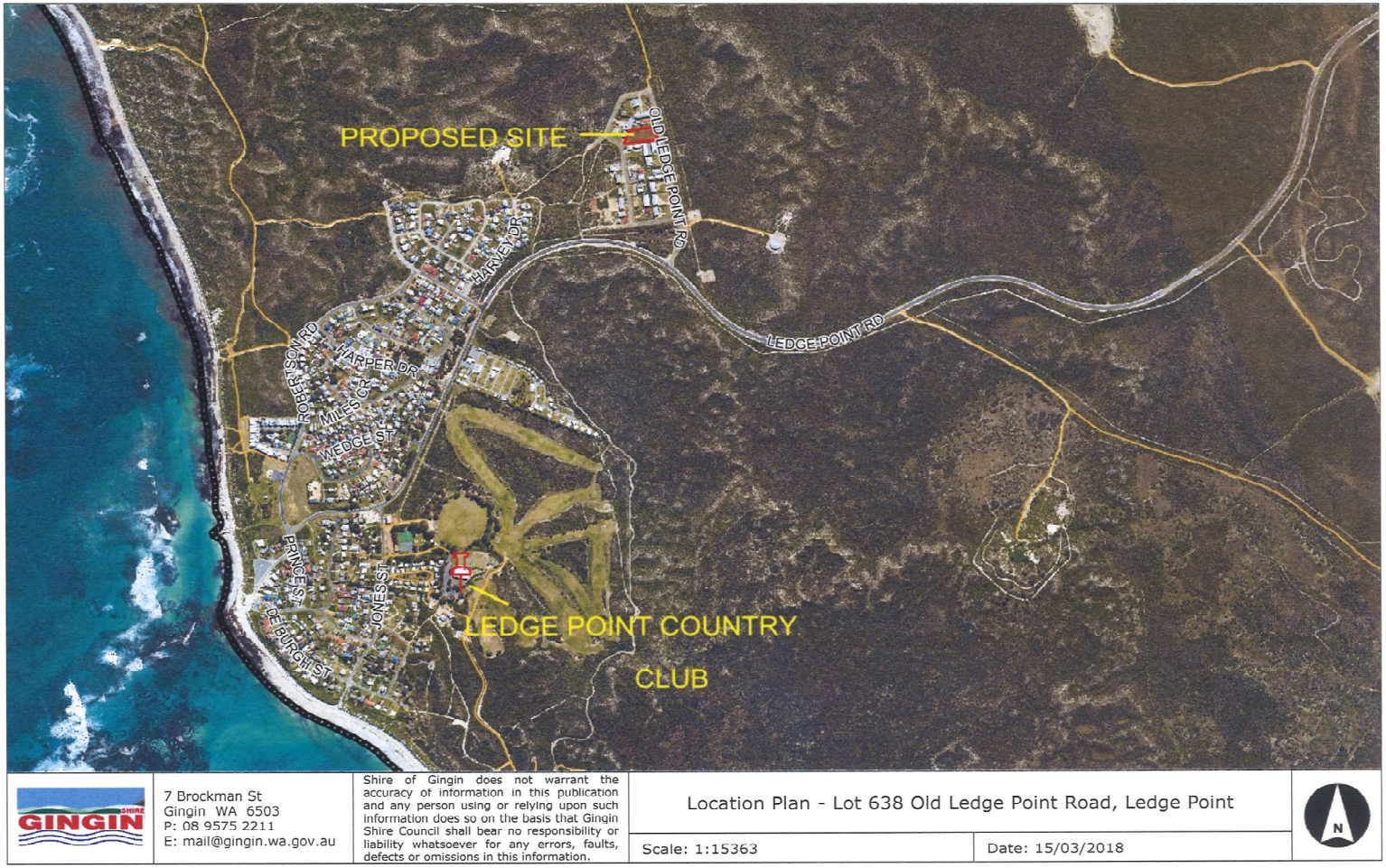
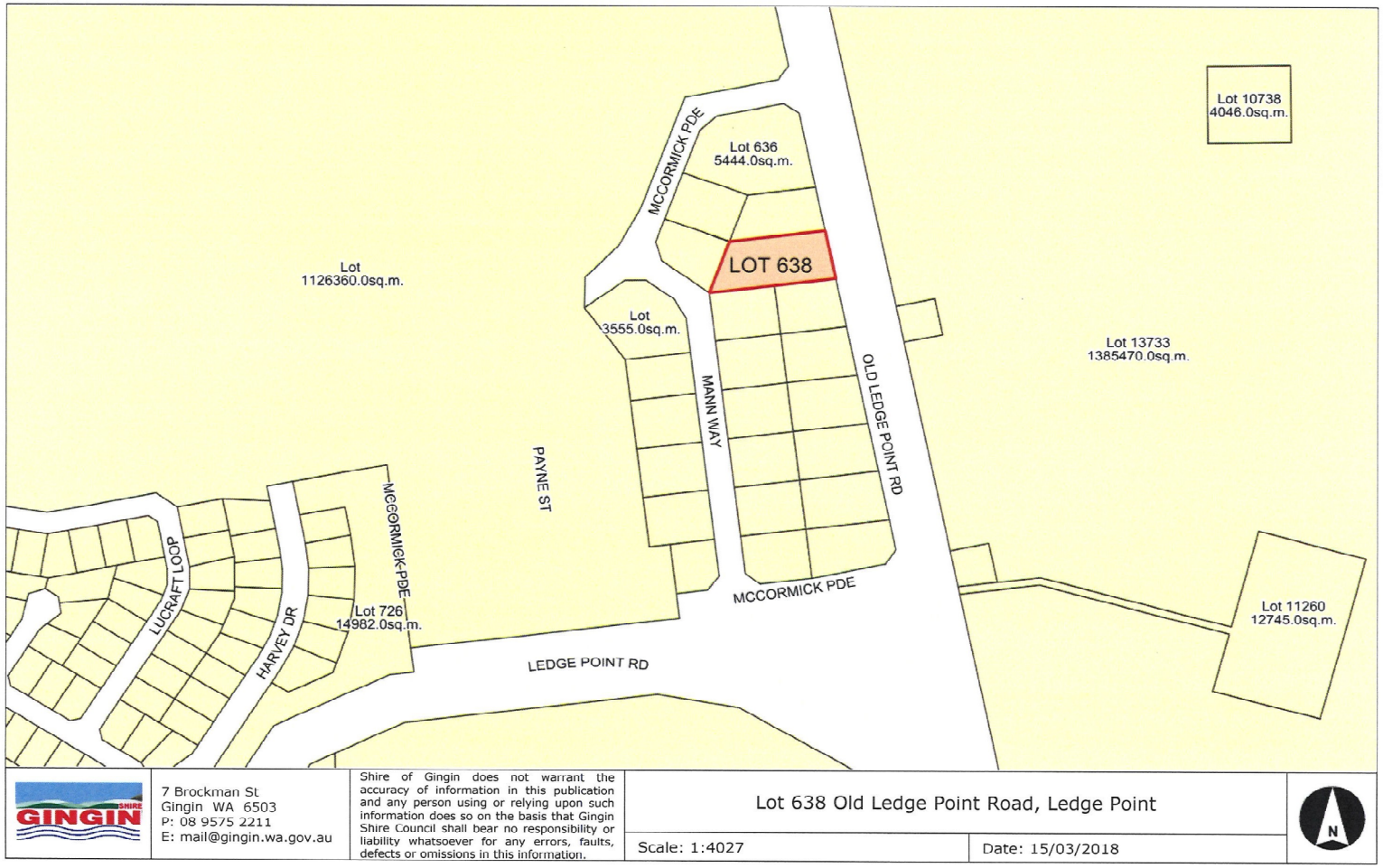
9. Prior to commencement of site works for the development, the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the Transfer to Land Act 1893 to be registered on the title to the land as notification to prospective purchasers that the title of the proposed lot is located in a Bushfire Prone Area.

CARRIED
5-1

For: Councillors Johnson, Rule, Court, Elgin and Collard
Against: Councillor Peczka

APPENDIX 1


PROPOSED SITE
OLD LEDGE POINT RD
HARVEY DR
LEDGE POINT RD
ROGERS RD
HARPER DR
MILES CR
WEDGE ST
PRINCE ST
JONES ST
DE BURGH ST
LEDGE POINT COUNTRY
CLUB
GINGIN
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.
Location Plan - Lot 638 Old Ledge Point Road, Ledge Point
Scale: 1:15363
Date: 15/03/2018
N


Lot 10738
4046.0sq.m.
MCCORMICK PDE
Lot 636
5444.0sq.m.
LOT 638
Lot
1126360.0sq.m.
Lot
3555.0sq.m.
MANN WAY
OLD LEDGE POINT RD
Lot 13733
1385470.0sq.m.
PAYNE ST
MCCORMICK PDE
LUCRAFT LOOP
HARVEY DR
Lot 726
14982.0sq.m.
MCCORMICK PDE
LEDGE POINT RD
Lot 11260
12745.0sq.m.
GINGIN SHIRE
7 Brockman St
Gingin WA 6503
P: 08 9575 2211
E: mail@gingin.wa.gov.au
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Lot 638 Old Ledge Point Road, Ledge Point
Scale: 1:4027
Date: 15/03/2018
N

APPENDIX 2

Elite Compliance

Lot 638 Old Ledge Point Road, Ledge Point

Variation to Town Planning Scheme - JUSTIFICATION for REDUCED SETBACK

Prepared by: Elite Compliance Pty ltd
Author: Jonathan Whiteley
REV 0: 13th November 2017

www.elitecomp.com.au
86 The Boulevarde, Mount Hawthorn WA 6016
P 08 9443 2102 M 0433 263 984

Contents

Introduction 3

Project Details ..... Error! Bookmark not defined.
Building Owner ..... **Error! Bookmark not defined.**
Address ..... **Error! Bookmark not defined.**
Municipality ..... **Error! Bookmark not defined.**
Site Map 4

Executive Summary ..... Error! Bookmark not defined.

Scope & History 6
Methodology 6
Limitations 6

Residential Design Code Assessment Part 5 7

Conclusion 9

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Introduction

The owner of Lot 638 Old Ledge Point Road is seeking to develop the lot by constructing two separate storage shed units. One to be located at the front of the lot and one to the rear half of the lot.

The proposed development in its entirety, will comprise two sheds constructed of tilt up concrete panels, with the rear storage unit being constructed along the rear boundary.

The designated Lot 512, is zoned Mixed Business within the Shire of Gingin Local Planning Scheme No. 9. Development on Lots zoned Mixed Business require a rear set-back of 6 metres and a front set-back of 7.5m. Our client wishes to build with zero setback along the rear boundary and minimal setback on the side boundaries.

The focus of this report is to address the set-back requirements and seek to provide justification for a variation from the requirements of the Local Planning Scheme Number 9.

Whilst the Building Code of Australia permits lesser separation distances with the use of fire-resistant construction, the Local Planning Scheme has no such permission. As the Building Certifier we have the power to exercise expert judgement in this situation and as such, provide our justification for the departure from the Local Planning Scheme.

Project Details

Site Owner – John Swain
Address – Lot 638 Old Ledge Point Road, Ledge Point
Municipality – Shire of Gingin
Site Map –

4

Executive Summary

Mr John Swain, owner of Lot 638 Old Ledge Point Road, is seeking to develop the vacant lot and provide two storage sheds for his use.

The proposed development layout has zero setback along the rear and minimal setback along the two side boundaries.

Elite Compliance (Elite) have been engaged by Mr Swain to provide justifications for the two variations to the requirements of the Local Planning Scheme Number 9.

The assessment includes the following:

- Assessment of proposed design documentation against legislation applicable at the time of assessment; and
- Identification of areas of non-compliance within the current unit layout;

Scope

The purpose of this report is to provide detailed justification for varying the requirements of the Shire of Gingin Local Planning Scheme Number 9 setback requirements for Lots zoned 'Mixed Business'.

Methodology

The following method of assessment has been used in the preparation of this report:

- Assessment of the plans as provided by Elite Compliance (Appendix A);
- Assess the subject areas against the applicable requirements of the Local Planning Scheme; and
- Assess the subject area against the applicable requirements of the NCC 2016.

Limitations

The information contained in this document is given in good faith based upon our technical expertise to interpret the applicable legislation. The issues detailed in this report rely on interpretations of relevant legislation. We will not be held responsible for alternative interpretations given by independent Building Certifiers and Permit Authorities.

SHIRE OF GINGIN – TOWN PLANNING SCHEME NO. 9 ASSESSMENT

The scheme divides the local government district into zones to identify areas for particular uses and identifies land reserved for public purposes. Most importantly, the Scheme controls the types of uses and development allowed in different zones. There are particular controls included for heritage and special control areas. The Scheme also sets out the requirements for development approval, enforcement of the Scheme provisions and non-conforming uses.

3.2 Objectives of the Zones

3.2.3 Mixed Business Zone

The objectives of the Mixed Business Zone are to:

(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 residential amenity.

Table 1 of the Local Planning Scheme sets out the development that is permitted within each of the specified zones. The proposed use of Storage within the Mixed Business zone is classed as a Permitted use.

In reviewing the above objectives, the main point that influences the setback of the buildings is the requirements to protect residential amenity. In this case the subject lot does not adjoin any land that is residential or zoned residential.

It is also noted that the structure on Lot 1, to the north-western corner of the subject Lot, has been constructed with zero setback to the rear boundary.

Mr Swain is proposing to construct the two buildings using concrete tilt-up panel construction and this material has been used on the adjoining lot to the south. The National Construction Code 2016 stipulates that where a building of this type is constructed within a certain distance of a fire source feature (in this case the lot boundary) the effected wall must meet a specified fire-rating. The use of tilt-up concrete panel construction of the correct thickness meets that requirement.
The zero setback to the rear boundary creates sufficient space for the proposed development while meeting the requirements for parking and traffic turning and passing space.

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The proposed design also complies with the permissible lot coverage for the overall development of the site being not more than 50%.

Landscaping has been included in the design as per the requirements of the Local Planning Scheme with the largest concentration been at the front of the site, which provides screening of the development and assists with the aesthetics.

The proposed layout allows for future adaptation of the buildings should there be an increase in demand for small workshop or storage units within the Ledge Point area. This is in keeping with the stated aim of the Local Planning Scheme objectives for lots designated as mixed business zone.

The site layout provides for the efficient and safe movement and parking of vehicles within the lot and when entering and leaving.

8

Conclusion

It is our professional opinion that the above-mentioned design details, address the issues of privacy, landscaping, parking and the requirement for open space.

Furthermore, we are of the opinion that the design, as it has been presented, provides a viable usage for this vacant block and meets the stated requirements of the mixed business zone objectives A to E and that this development can only be seen as a positive for the Ledge Point area.

We appreciate that the Shire of Gingin has certain expectations and desires to see this site developed in the best possible way for all parties. We believe that this design meets all those requirements and will present the community with a well-planned, well designed development that meets community needs.

We therefore seek the Shire's support for this variation to the Local Planning Scheme and we request that the current design is considered for approval and development approval be granted following our formal submission.

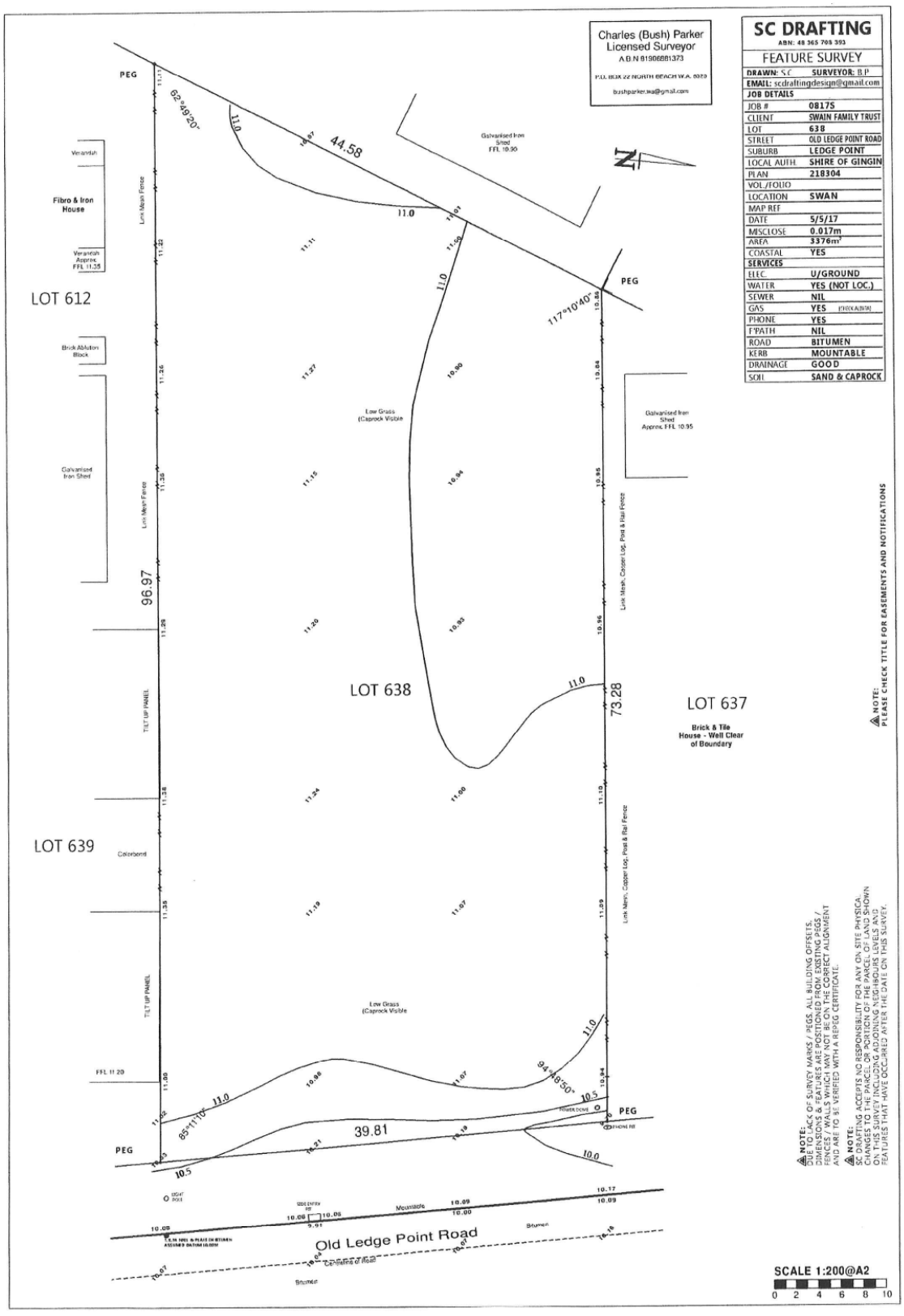
Prepared by;

Jonathan Whiteley
Dept. Commerce – WA Building Surveying Practitioner #BSP 98

Checked by **Kasey Venter**
Dept. Commerce – WA Building Surveying Practitioner #BSP 2159
For and on behalf of Elite Compliance Pty Ltd - WA Building Surveying Contractor #BSC2048

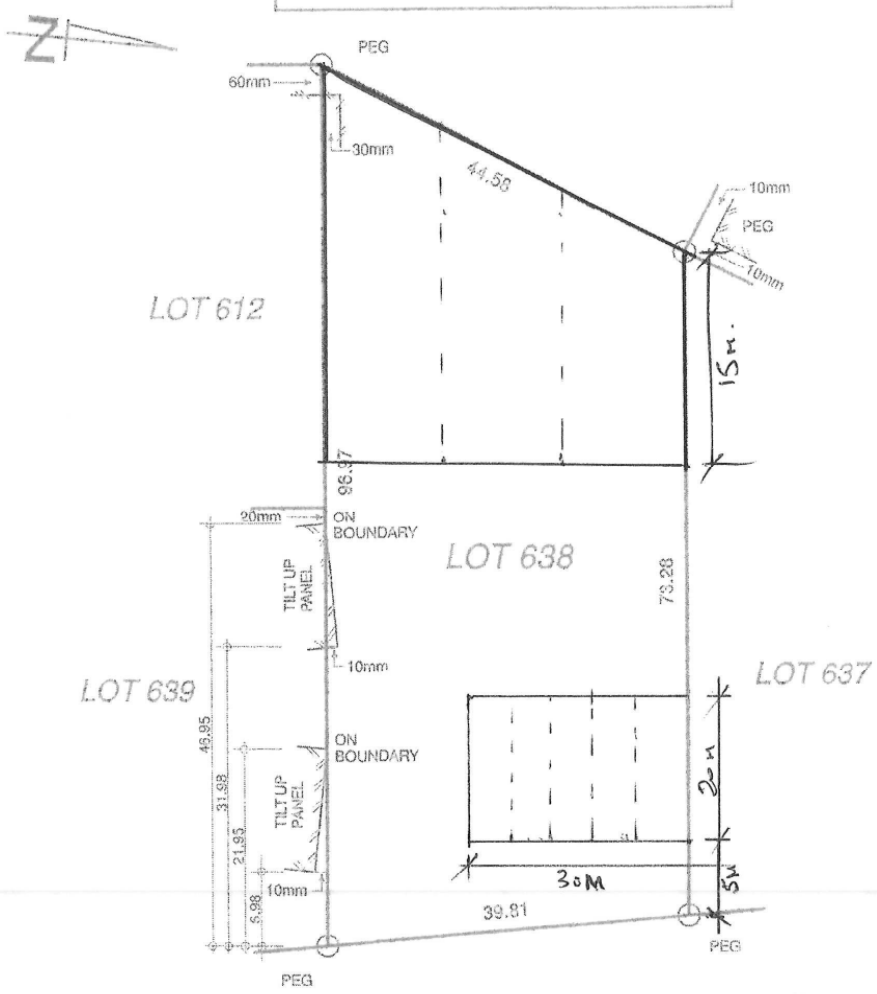
Appendix A

10


Charles (Bush) Parker
Licensed Surveyor
A.B.N 81906881373
P.O. BOX 22 NORTH BEACH W.A. 6920
bushparker.wa@gmail.com
SC DRAFTING
ABN: 48 365 708 393
FEATURE SURVEY
DRAWN: S.C SURVEYOR: B.P
EMAIL: scdraftingdesign@gmail.com
JOB DETAILS
JOB # 08175
CLIENT SWAIN FAMILY TRUST
LOT 638
STREET OLD LEDGE POINT ROAD
SUBURB LEDGE POINT
LOCAL AUTH. SHIRE OF GINGIN
PLAN 218304
VOL/FOLIO
LOCATION SWAN
MAP REF
DATE 5/5/17
MISCLOSE 0.017m
AREA 3376m²
COASTAL YES
SERVICES
ELEC U/GROUND
WATER YES (NOT LOC.)
SEWER NIL
GAS YES (ENTICKLISH)
PHONE YES
F'PATH NIL
ROAD BITUMEN
KERB MOUNTABLE
DRAINAGE GOOD
SOIL SAND & CAPROCK
PEG
62°49'20"
44.58
11.0
117°10'40"
PEG
Galvanised Iron Shed FFL 10.90
Verandah
Fibro & Iron House
Verandah Approx. FFL 11.35
Link Mesh Fence
LOT 612
Brick Ablution Block
Galvanised Iron Shed
Low Grass (Caprock Visible)
Galvanised Iron Shed Approx. FFL 10.95
96.97
Link Mesh, Copper Log, Post & Rail Fence
LOT 638
73.28
LOT 637
Brick & Tile House - Well Clear of Boundary
TILT UP PANEL
LOT 639
Colorbond
FFL 11.20
94°48'50"
85°11'10"
39.81
PEG
PEG
Mountable
Old Ledge Point Road
Bitumen
Centreline of Road
Bitumen
NOTE: PLEASE CHECK TITLE FOR EASEMENTS AND NOTIFICATIONS
NOTE: SURVEY MARKS OF SURVEY MARKS / PEGS. ALL BUILDING OFFSETS, DIMENSIONS & FEATURES ARE POSITIONED FROM EXISTING PEGS / FENCES / WALLS WHICH MAY NOT BE ON THE CORRECT ALIGNMENT AND ARE TO BE VERIFIED WITH A PEG CERTIFICATE.
NOTE: SC DRAFTING ACCEPTS NO RESPONSIBILITY FOR ANY ON SITE PHYSICAL CHANGES TO THE PARCEL OR PORTION OF THE PARCEL OF LAND SHOWN ON THIS SURVEY INCLUDING ADJOINING NEIGHBOURS LEVELS AND FEATURES THAT HAVE OCCURRED AFTER THE DATE ON THIS SURVEY.
SCALE 1:200@A2
0 2 4 6 8 10

CLIENT: SWAIN FAMILY TRUST LOT: 638 STREET: OLD LEDGE POINT ROAD SUBURB: LEDGE POINT L.G: SHIRE OF GINGIN	Charles (Bush) Parker Licensed Surveyor A.B.N 81906881373 P.O. BOX 22 NORTH BEACH W.A. 6020 bushparker.we@gmail.com	J/N: 0816R	DATE: 05/05/17
		NOT TO SCALE	DRAWN: S.C.

RESURVEY CERTIFICATE



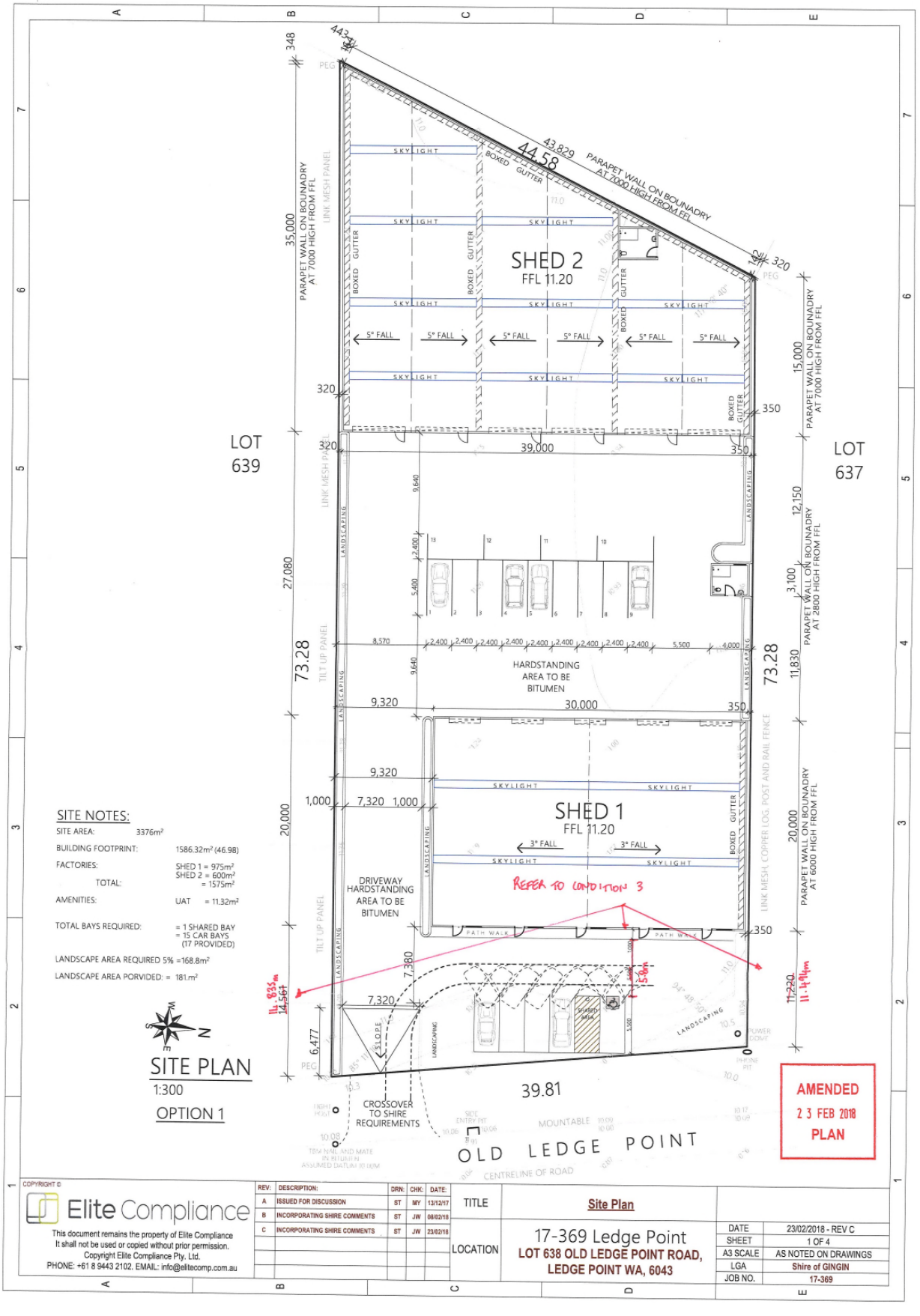
NOTE:
SKETCH AND ANY ENLARGEMENTS SHOWN ARE NOT TO ANY SCALE

REGULATION 25A RESURVEY CERTIFICATE

I CHARLES WILLIAM PARKER, LICENSED SURVEYOR,CERTIFY THAT ON THE 5th DAY OF MAY, 2017 I RE-ESTABLISHED THE BOUNDARIES OF LOT 638 ON PLAN 218304 SHOWN ON THE ABOVE SKETCH AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH ALL WRITTEN LAWS.

9/05/2017
DATE

LICENSED SURVEYOR



SITE NOTES:

SITE AREA:	3376m²
BUILDING FOOTPRINT:	1586.32m² (46.98)
FACTORIES:	SHED 1 = 975m² SHED 2 = 600m²
TOTAL:	= 1575m²
AMENITIES:	UAT = 11.32m²
TOTAL BAYS REQUIRED:	= 1 SHARED BAY = 15 CAR BAYS (17 PROVIDED)

LANDSCAPE AREA REQUIRED 5% =168.8m²

LANDSCAPE AREA PORVIDED: = 181.m²

SITE PLAN
1:300
OPTION 1

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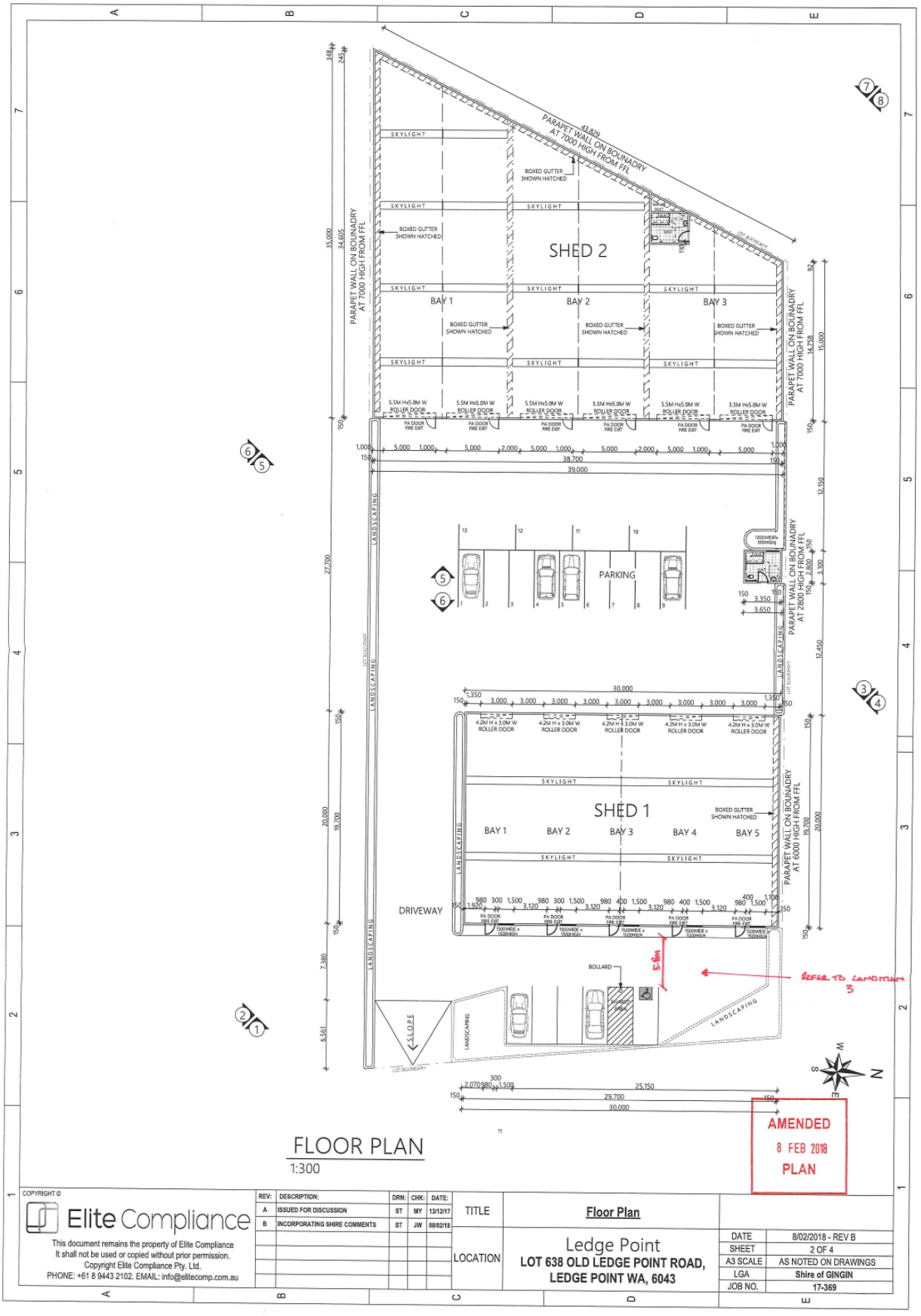
PHONE: +61 8 9443 2102. EMAIL: info@elitecomp.com.au

REV:	DESCRIPTION:	DRN:	CHK:	DATE:
A	ISSUED FOR DISCUSSION	ST	MY	13/12/17
B	INCORPORATING SHIRE COMMENTS	ST	JW	08/02/18
C	INCORPORATING SHIRE COMMENTS	ST	JW	23/02/18

TITLE	Site Plan
LOCATION	17-369 Ledge Point LOT 638 OLD LEDGE POINT ROAD, LEDGE POINT WA, 6043

DATE	23/02/2018 - REV C
SHEET	1 OF 4
A3 SCALE	AS NOTED ON DRAWINGS
LGA	Shire of GINGIN
JOB NO.	17-369



FLOOR PLAN
1:300

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REV:	DESCRIPTION:	DRN:	CHK:	DATE:
A	ISSUED FOR DISCUSSION	ST	MY	13/12/17
B	INCORPORATING SHIRE COMMENTS	ST	JW	08/02/18

TITLE	Floor Plan
LOCATION	Ledge Point LOT 638 OLD LEDGE POINT ROAD, LEDGE POINT WA, 6043

DATE	8/02/2018 - REV B
SHEET	2 OF 4
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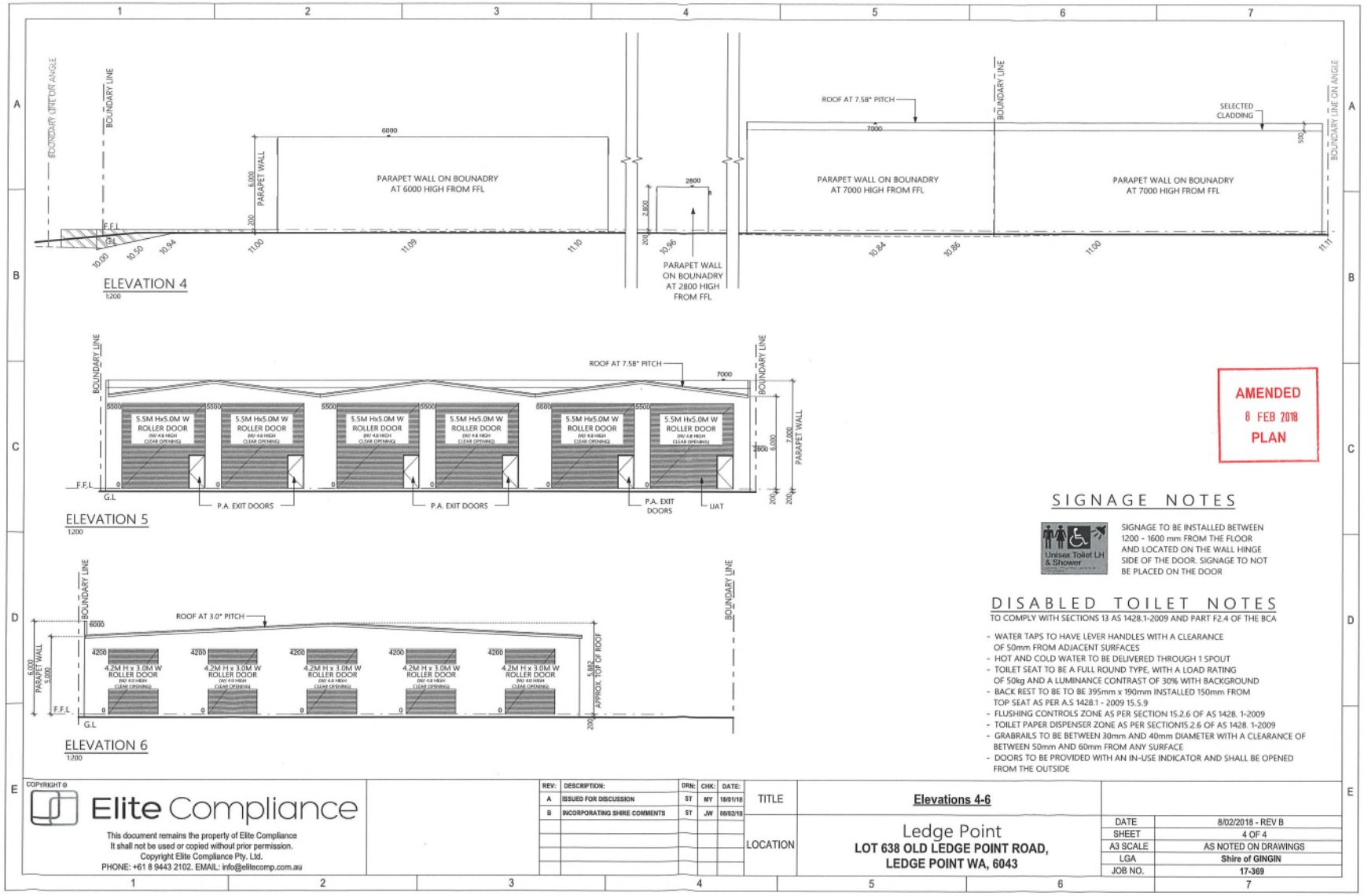
LGA	Shire of GINGIN
JOB NO.	17-369



AMENDED
8 FEB 2018
PLAN

SIGNAGE NOTES

Unisex Toilet LH & Shower

SIGNAGE TO BE INSTALLED BETWEEN 1200 - 1600 mm FROM THE FLOOR AND LOCATED ON THE WALL HINGE SIDE OF THE DOOR. SIGNAGE TO NOT BE PLACED ON THE DOOR

DISABLED TOILET NOTES

TO COMPLY WITH SECTIONS 13 AS 1428.1-2009 AND PART F2.4 OF THE BCA

- WATER TAPS TO HAVE LEVER HANDLES WITH A CLEARANCE OF 50mm FROM ADJACENT SURFACES
- HOT AND COLD WATER TO BE DELIVERED THROUGH 1 SPOUT
- TOILET SEAT TO BE A FULL ROUND TYPE, WITH A LOAD RATING OF 50kg AND A LUMINANCE CONTRAST OF 30% WITH BACKGROUND
- BACK REST TO BE TO BE 395mm x 190mm INSTALLED 150mm FROM TOP SEAT AS PER A.S 1428.1 - 2009 15.5.9
- FLUSHING CONTROLS ZONE AS PER SECTION 15.2.6 OF AS 1428. 1-2009
- TOILET PAPER DISPENSER ZONE AS PER SECTION15.2.6 OF AS 1428. 1-2009
- GRABRAILS TO BE BETWEEN 30mm AND 40mm DIAMETER WITH A CLEARANCE OF BETWEEN 50mm AND 60mm FROM ANY SURFACE
- DOORS TO BE PROVIDED WITH AN IN-USE INDICATOR AND SHALL BE OPENED FROM THE OUTSIDE

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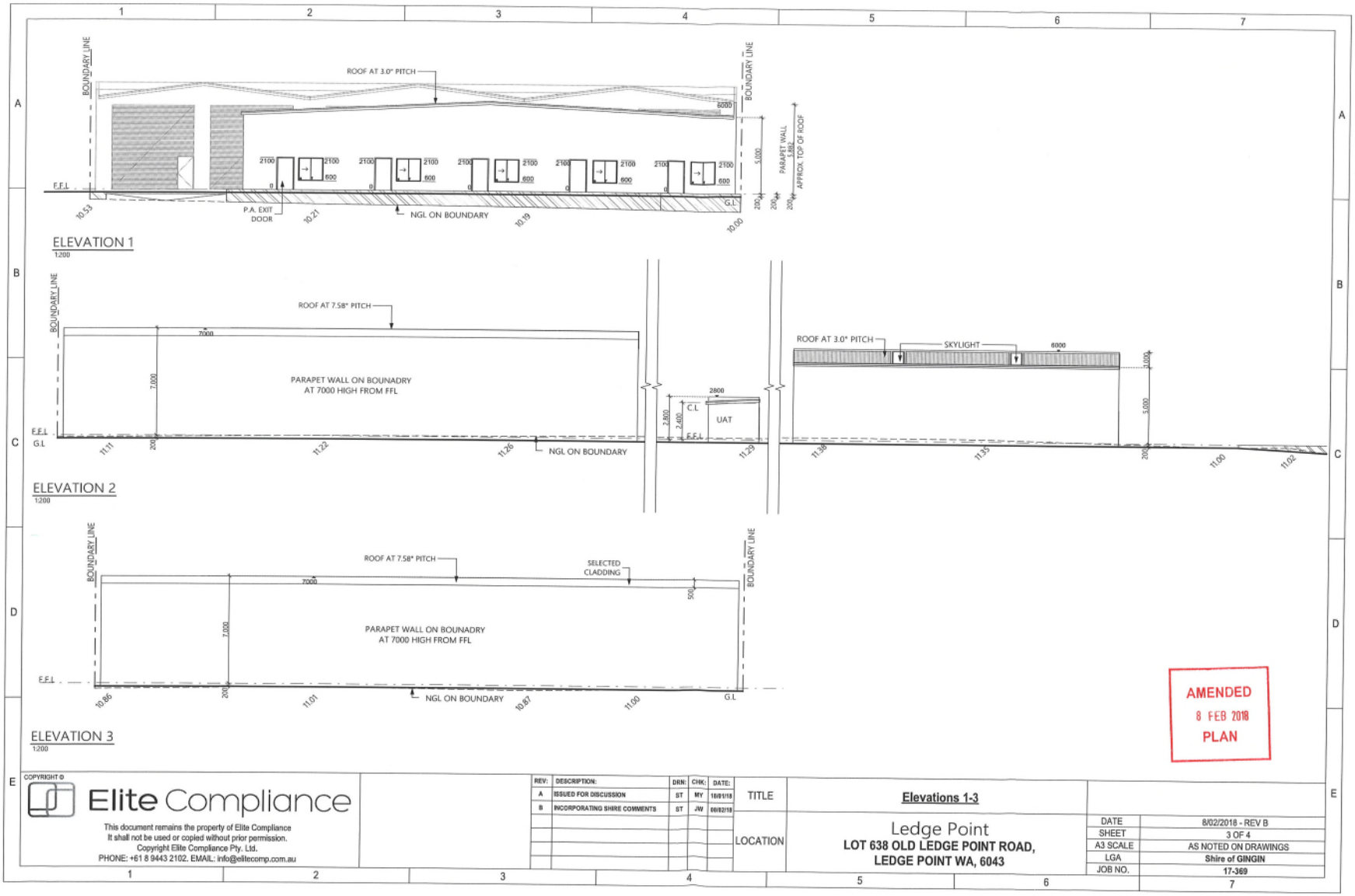
REV:	DESCRIPTION:	DRN:	CHK:	DATE:
A	ISSUED FOR DISCUSSION	ST	MY	18/01/18
B	INCORPORATING SHIRE COMMENTS	ST	JW	08/02/18

TITLE	Elevations 4-6
LOCATION	Ledge Point LOT 638 OLD LEDGE POINT ROAD, LEDGE POINT WA, 6043

DATE	8/02/2018 - REV B
SHEET	4 OF 4
A3 SCALE	AS NOTED ON DRAWINGS
LGA	Shire of GINGIN
JOB NO.	17-369


ELEVATION 1
1:200
BOUNDARY LINE
ROOF AT 3.0° PITCH
BOUNDARY LINE
6000
5,000
PARAPET WALL
5,882
APPROX. TOP OF ROOF
2100
600
F.F.L
G.L
10.53
P.A. EXIT DOOR
10.21
NGL ON BOUNDARY
10.19
10.00
200
ELEVATION 2
1:200
BOUNDARY LINE
ROOF AT 7.58° PITCH
7000
7,000
PARAPET WALL ON BOUNADRY
AT 7000 HIGH FROM FFL
F.F.L
G.L
11.11
200
11.22
11.26
NGL ON BOUNDARY
2800
C.L
2,800
2,400
F.F.L
UAT
11.29
ROOF AT 3.0° PITCH
SKYLIGHT
6000
5,000
11.38
11.33
200
11.00
11.02
ELEVATION 3
1:200
BOUNDARY LINE
ROOF AT 7.58° PITCH
SELECTED CLADDING
7000
500
BOUNDARY LINE
7,000
PARAPET WALL ON BOUNADRY
AT 7000 HIGH FROM FFL
F.F.L
10.86
200
11.01
NGL ON BOUNDARY
10.87
11.00
G.L
AMENDED
8 FEB 2018
PLAN
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PHONE: +61 8 9443 2102. EMAIL: info@elitecomp.com.au
REV: DESCRIPTION: DRN: CHK: DATE:
A ISSUED FOR DISCUSSION ST MY 18/01/18
B INCORPORATING SHIRE COMMENTS ST JW 08/02/18
TITLE
Elevations 1-3
LOCATION
Ledge Point
LOT 638 OLD LEDGE POINT ROAD,
LEDGE POINT WA, 6043
DATE 8/02/2018 - REV B
SHEET 3 OF 4
A3 SCALE AS NOTED ON DRAWINGS
LGA Shire of GINGIN
JOB NO. 17-369

APPENDIX 3

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

APPLICATION FOR DEVELOPMENT APPROVAL PROPOSED 2 X STORAGE SHEDS ON LOT 637 OLD LEDGE POINT ROAD, LEDGE POINT

No.	Submitter	Submission Detail	Recommended Response
1.	Ratepayer	The Submitter provides the following general comments: "*Very concerned at the 7 meter panels at the West end of the complex as I believe that it will be completely close off any breeze and all the sea breeze to my existing dog kennels. I believe that this problem could be solved without altering the walls too much as I would not be very happy to close the kennels. Thanking you.*"	It is considered that any development on the subject lot will likely affect the provision of a 'sea breeze' from entering the submitter's property. In this instance the applicant is able to construct parapet walls up to the side boundary as per the requirements of Local Planning Scheme No. 9 for Mixed Business zoned land. The 7m height is likely to have a similar impact on ventilation to adjoining land as a smaller height parapet wall.

11.3.6 APPLICATION FOR RETROSPECTIVE DEVELOPMENT APPROVAL - PROPOSED ANIMAL ESTABLISHMENT (ONE BREEDING DOG) ON LOT 103 (487) KING DRIVE, WOODRIDGE

FILE:	**BLD/6905**
APPLICANT:	**SUZANNE WOODALL**
LOCATION:	**LOT 103 (487) KING DRIVE, WOODRIDGE**
OWNER:	**JOHN PEEK AND SUZANNE WOODALL**
ZONING:	**RURAL LIVING**
AUTHOR:	**JAMES BAYLISS – ACTING MANAGER STATUTORY PLANNING**
REPORTING OFFICER:	**KYLIE BACON – ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT**
REPORT DATE:	**20 MARCH 2018**
REFER:	**NIL**

ADDENDUM – ORDINARY MEETING OF COUNCIL – 20 MARCH 2018

Additional Information:

Prior to the meeting, a replacement **Appendix 2** was circulated showing recommended responses to submission details.

OFFICER INTEREST DECLARATION

Nil

PURPOSE

To consider an Application for Retrospective Development Approval for an Animal Establishment (one breeding dog) to operate on Lot 103 (487) King Drive, Woodridge.

BACKGROUND

The Shire is in receipt of an application for Retrospective Development Approval for an Animal Establishment on Lot 103 (487) King Drive, Woodridge. The landowner is a registered Staffordshire Bullterrier breeder under the Canine Association of Western Australia (CAWA), who has resided at the property for 14 years and been breeding dogs throughout this period.

The applicant seeks approval to keep one unsterilised Staffordshire Bull Terrier at the property to be used for breeding purposes. The total number of animals intended to reside at the property will be four. The four proposed dogs consist of one unsterilised female (breeder subject to this application), one sterilised female, one sterilised male and one unsterilised female puppy (under six months). It should be noted that none of the dogs are currently registered with the Shire of Gingin.

It is emphasised that this report relates only to the unsterilised female to be used for breeding purposes. The applicant will be required to seek a separate approval from the Shire to keep more than two dogs on their property.

The Shire of Gingin Dogs Local Law 2004 (as amended) permits no more than two dogs to be kept on a property within a zoning other than general rural. Dog owners are able to apply to the Shire for permission to keep more than two dogs on a rural living zoned lot, however in this instance an earlier application submitted by the landowner was refused under delegated authority given the proposal did not satisfy the relevant criteria. Further information of this matter is provided in the subsequent report.

Council's consideration of the application is required due to adverse submissions received during the public consultation period.

A copy of the applicant's proposal and site photographs are provided as **Appendix 1**.

COMMENT

Community Consultation

The application was advertised to surrounding landowners, published on the Shire's website and a development sign was placed on the verge of the property for a period of 21 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015.*

The Shire received six submissions, one of which had no objection and five of which objected to the proposal. Several responses raised the issue of the dogs being perceived as aggressive and are not properly contained within the property.

A copy of the Schedule of Submissions is attached as **Appendix 2**.

Planning Framework

Local Planning Scheme No. 9

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

(a) Protect the rural environment and landscape;

(b) Accommodate single dwellings at very low densities on individual allotments beyond the urban areas;

(c) Restrict and limit the removal of natural vegetation and encourage revegetation where appropriate

(d) Prevent threats to the amenity of the zone and impacts on wildlife and native vegetation caused by the grazing of livestock;

(e) Avoid increased fire risk to life and property through inappropriately located and designed land use, subdivision and development; and

(f) Provide for a suitable level of physical and community infrastructure.

An ‘Animal Establishment’ is defined under LPS9 as:

> *“ Premises used for the breeding, boarding, training or caring of animals for commercial purposes but does not include animal husbandry – intensive or veterinary centre*.”

An ‘Animal Establishment’ is considered an ‘A’ use with the Rural Living zone, meaning the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice.

Dogs Local Law 2004 (as amended) (DLL 2004)

The Dogs Local Law 2004 (as amended) (DLL 2004) provides a framework for the Shire to administer the keeping of dogs throughout the district. The following clause is considered the most applicable in this instance:

1.1 3 Dogs to be confined

(1) An occupier of premises on which a dog is kept must –

(a) (Cause a portion of the premises on which the dog is kept to be fenced in a manner capable of confining the dog;

(b) (ensure the fence used to confine the dog and every gate or door in the fence is of a type, height and construction which having regard to the breed, age, size and physical condition of the dog is capable of preventing the dog at all times from passing over, under or through it;

(c) (ensure that every gate or door in the fence is kept closed at all times when the dog is on the premises and is fitted with a proper latch or other means of fastening it;

(d) (Maintain the fence and all gates and doors in the fence in good order and condition; and

(e) where no part of the premises consists of open space, yard or garden or there is no open space or garden or yard of which the occupier has exclusive use or occupation, ensure that other means exist on the premises (other than the tethering of the dog) for effectively confining the dog within the premises.

Although the above clause is generally administered by the Shire’s Ranger Services Department, it is considered prudent to have regard to the need to contain dogs within the property for the purpose of this application.

As noted in the Background section of this report, the Shire has previously refused an application to keep more than two dogs on the premise given one dog was to be used for breeding purposes. An application to keep more than two dogs is only approved in circumstances where:

- *All dog registration requirements are satisfied;*
- *The dogs are not used for breeding purposes;*

- *The dogs are not of a restricted breed or declared a dangerous dog;*
- *All abutting neighbours have provided written consent or have no substantiated reason for refusal;*
- *There is no history or current incidence of dog nuisance, wandering or control that is likely to impact on the surrounding community.*

Referral Comment

With respect to the application the subject of this report, Ranger Services have advised that concerns are held with respect to the ability to contain the dogs on the subject property. The electronic containment system referenced in the application has previously failed, resulting in one dog escaping the property fence and attacking pedestrians (without injury), resulting in an infringement being issued. Ranger services advised support for the application on the proviso the existing fences were improved to contain the animals on their property at all times.

Further Comments

It is noted that the dog subject to this application (unsterilised female) has already had three litters. The applicant is a registered breeder with the Canine Association of Western Australia (CAWA), which requires that a breeding dog is only permitted to have a maximum of five litters over the life of the animal. As such the dog subject to this application is only able to have two more litters at which point the animal will be sterilised. No complaints have been received by the Shire with respect to the three previous litters that have occurred at the property.

The potential noise generated by four barking dogs has been considered, however it is noted that the nearest dwelling is approximately 60 metres to the south and land to the north is vacant. It is also noted that the Shire has not received any complaints with respect to noise issues associated with the existing dogs.

The reoccurring issue raised during internal and public consultation was the ability of the dog owner to contain the animals within the confines of the property. A site inspection by Administration of the boundary fences has revealed an existing ring lock fence in poor condition. The ‘electronic containment system’ referenced by the applicant is a single wire joined to the top of the fence. During the inspection it was noted that portions of the fence were approximately one metre in height. Administration considers the existing fence to be inadequate in its current condition to contain dogs within the property.

Conclusion

In summary, the proposed Animal Establishment (one breeding dog) is of a scale that is able to co-exist within the residential amenity of the rural living coding assigned to Woodridge. The keeping of one breeding dog is not considered to be in contravention of LPS 9. The issues raised as part of the preceding report are able to be rectified through conditions imposed on planning approval.

The proposal is recommended for temporary approval subject to conditions.

Advice Notes

In the event that Council approves this application, the following Advice Notes will apply:

Note 1: If you are aggrieved with the conditions of this approval you have the right to request the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.

Note 2: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 3: Premises are to comply with the requirements of the *Public Health Act 2016* and all relevant health legislation.

Note 4: Should you wish to enter onto neighbouring land to replace the dividing fence, you must first come to a satisfactory arrangement with the adjoining property owner. Please refer to the *Dividing Fences Act 1961*.

Note 5: The keeping of dogs is to comply in all respect with the Shire of Gingin Dogs Local Law 2004 (as amended).

Note 6: At the expiry of this approval the unsterilised breeding female is to be removed from the property and/or sterilised to prevent any additional breeding ability.

STATUTORY ENVIRONMENT

Local Planning Scheme No. 9
Part 3 – Zones and the Use of Land
Part 4 – General Development Requirements
Clause 4.8.5 Rural Living Zone

Shire of Gingin Dogs Local Law 2004 (as amended)

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS – SIMPLE MAJORITY

RECOMMENDATION

It is recommended that Council grant Retrospective Development Approval for an Animal Establishment (one breeding dog) situated on Lot 103 (487) King Drive, Woodridge subject to the following conditions:

1. This approval is for an *Animal Establishment* (one breeding dog) only.

2. This approval permits the keeping of one unsterilised female English Staffordshire Bull Terrier for breeding purposes at the property.

3. This approval is valid for a period of two years, or until such time as the existing female English Staffordshire Bull Terrier used for breeding purposes has the two remaining litters permitted by the Canine Association of Western Australia.

4. The applicant / landowner is to upgrade the existing fencing, or install new ring lock fencing or similar around the perimeter of the property to the satisfaction of the Shire of Gingin;

5. Remedial works required to satisfy Condition 4 shall be completed within 90 days from the approval date.

6. The applicant / landowner is to ensure all dog registration requirements under the Shire of Gingin Dogs Local Law 2004 (as amended) are satisfied within 28 days from the approval date.

7 The applicant / landowner is to submit an Application to Keep More Than Two Dogs on Premises' to the Shire of Gingin with respect to the remaining three dogs on the property within 28 days from the approval date.

8. All puppies produced from the two litters are to be removed from the property by 16 weeks of age.

RESOLUTION

Moved Councillor Elgin, seconded Councillor Court that Council grant Retrospective Development Approval for an Animal Establishment (one breeding dog) situated on Lot 103 (487) King Drive, Woodridge subject to the following conditions:

1. This approval is for an *Animal Establishment* (one breeding dog) only.

2. This approval permits the keeping of one unsterilised female English Staffordshire Bull Terrier for breeding purposes at the property.

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8. All puppies produced from the two litters are to be removed from the property by 16 weeks of age.

CARRIED UNANIMOUSLY

APPENDIX 1

GINGIN SHIRE

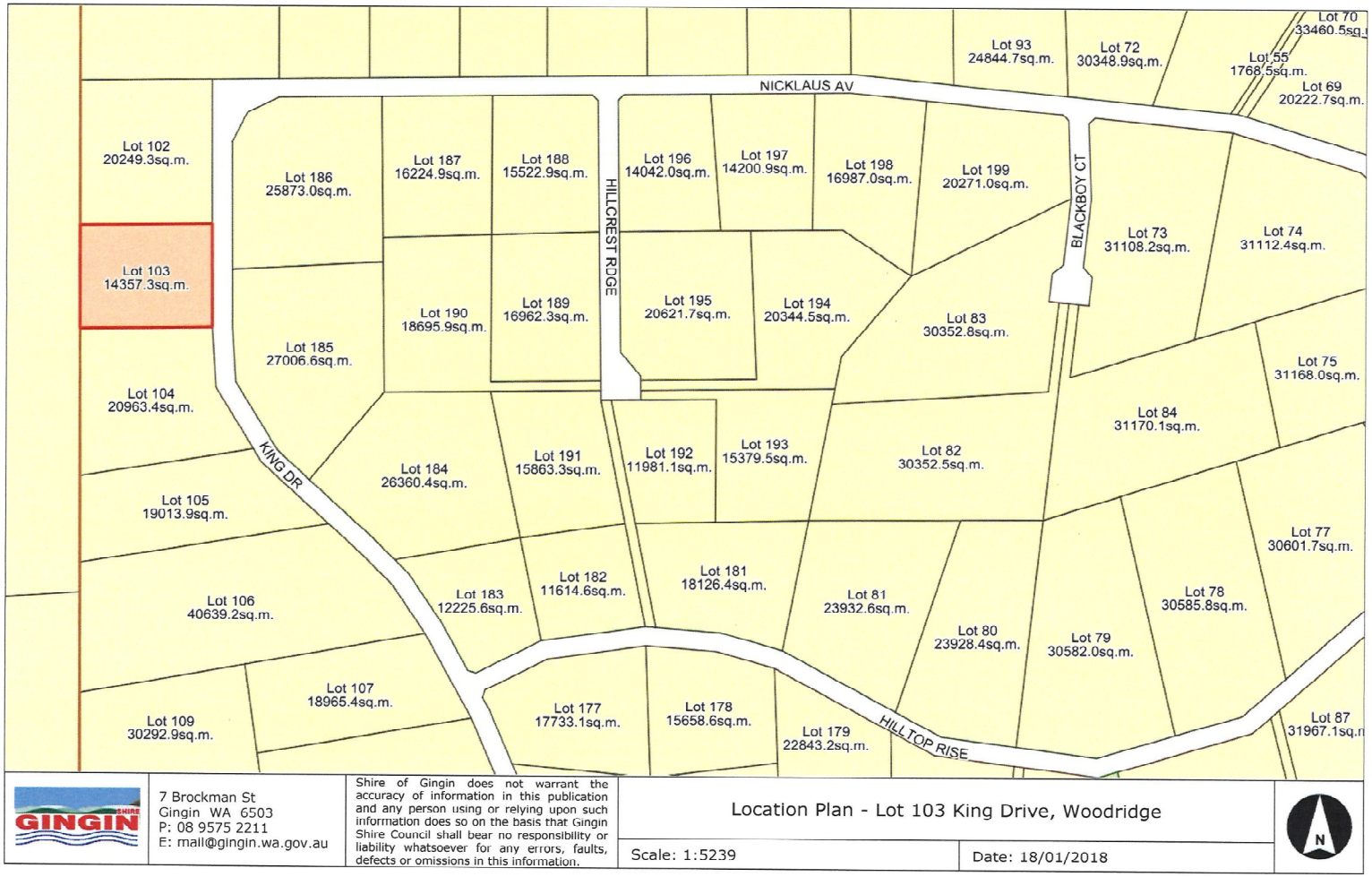
7 Brockman St
Gingin WA 6503
P: 08 9575 2211
E: mail@gingin.wa.gov.au

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.

Location Plan - Lot 103 King Drive, Woodridge

Scale: 1:13692 Date: 15/03/2018

N


NICKLAUS AV
HILLCREST RDGE
BLACKBOY CT
KING DR
HILLTOP RISE
Lot 102 20249.3sq.m.
Lot 103 14357.3sq.m.
Lot 104 20963.4sq.m.
Lot 105 19013.9sq.m.
Lot 106 40639.2sq.m.
Lot 107 18965.4sq.m.
Lot 109 30292.9sq.m.
Lot 185 27006.6sq.m.
Lot 186 25873.0sq.m.
Lot 187 16224.9sq.m.
Lot 188 15522.9sq.m.
Lot 189 16962.3sq.m.
Lot 190 18695.9sq.m.
Lot 184 26360.4sq.m.
Lot 191 15863.3sq.m.
Lot 192 11981.1sq.m.
Lot 193 15379.5sq.m.
Lot 183 12225.6sq.m.
Lot 182 11614.6sq.m.
Lot 181 18126.4sq.m.
Lot 177 17733.1sq.m.
Lot 178 15658.6sq.m.
Lot 179 22843.2sq.m.
Lot 196 14042.0sq.m.
Lot 197 14200.9sq.m.
Lot 198 16987.0sq.m.
Lot 199 20271.0sq.m.
Lot 195 20621.7sq.m.
Lot 194 20344.5sq.m.
Lot 83 30352.8sq.m.
Lot 82 30352.5sq.m.
Lot 81 23932.6sq.m.
Lot 80 23928.4sq.m.
Lot 79 30582.0sq.m.
Lot 93 24844.7sq.m.
Lot 72 30348.9sq.m.
Lot 55 1768.5sq.m.
Lot 70 33460.5sq.m.
Lot 69 20222.7sq.m.
Lot 73 31108.2sq.m.
Lot 74 31112.4sq.m.
Lot 75 31168.0sq.m.
Lot 84 31170.1sq.m.
Lot 77 30601.7sq.m.
Lot 78 30585.8sq.m.
Lot 87 31967.1sq.m.
GINGIN SHIRE
7 Brockman St
Gingin WA 6503
P: 08 9575 2211
E: mail@gingin.wa.gov.au
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Location Plan - Lot 103 King Drive, Woodridge
Scale: 1:5239
Date: 18/01/2018
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Stellarstaff English Staffordshire Bullterriers, providing quality pets to families.

I have over 30 years' experience with the Staffordshire Bullterrier breed, as I am very passionate and knowledgeable about the breed, I decided to become a registered breeder to provide quality pets along with pedigree papers to families.

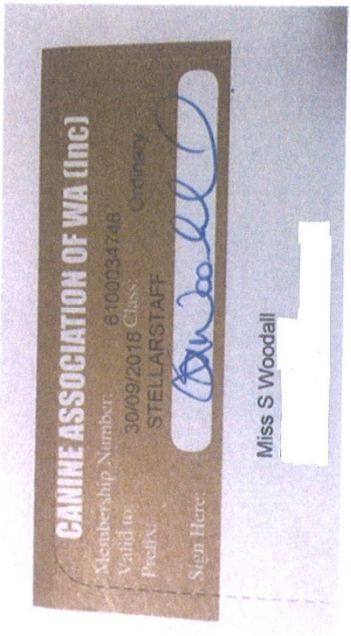
I am currently licensed by the Canine Association of Western Australia- Dogswest member number 6100034748, and I am bound by the "Rules" and "Code of conduct" of the club in relation to all my breeding practices.

Regarding this application, I do not wish to build kennels, nor do I wish to keep any more than the four dogs I currently have. I only have one breeding bitch, two sterilised dogs and the fourth is a puppy who at this stage I have no plans to breed with as she is too young and is not fully developed so I am unsure if she will have the conformity needed to breed from.

The frequency of litters is one litter every 1 to 2years, in saying under the CAWA rules, a bitch can only whelp a maximum of 5 litters total and as my bitch has whelped 3 litters can only possibly have two more and then she will be sterilised. The puppies are raised in a purpose built whelping box inside our house and are cared for by me and my family until they leave at 8weeks old, I also have a large 2.3-4metre enclosure on our veranda under the house roof, this is used during the day to contain the pups whilst they are outdoors.

I am a paid member of a pedigree dog website Dogzonline and I have a Facebook page, I do not advertise my pups for sale I rely on my reputation and always have a waiting list. I am very particular where my pups are homed as I need to know that I have chosen the best possible homes for them and I have contact with the owners of every pup that I have bred.

Regarding the keeping of my four dogs, our property is surrounded with a top of the range containment system which has a battery backup in case of a power cut. My dogs sleep in the house at night and spend most of their day in the house but are free to go outside through our dog door in the laundry whenever they want or need to. All the dog waste is picked up bagged and thrown into the refuse bin daily. I do not foresee any issue that would adversely affect the surrounding properties or community.


CANINE ASSOCIATION OF WA (Inc)
Membership Number: 6100034748
Valid to: 30/09/2018 Class: Ordinary
Prefix: STELLARSTAFF
Sign Here:
Miss S Woodall

6.

11

3

3

03/12/2017 10:01

03/12/2017 10:02

03/12/2017 09:59

03/12/2017 10:01

APPENDIX 2

SCHEDULE OF SUBMISSIONS AND RECOMMENDED RESPONSES

APPLICATION FOR DEVELOPMENT APPROVAL PROPOSED ANIMAL ESTABLISHMENT ON LOT 103 (487) KING DRIVE, WOODRIDGE

No.	Submitter	Submission Detail	Recommended Response
1.	Ratepayer	The Submitter supports the above proposal and makes the following comments: *"We have inspected the document and are not concerned having four dogs in Lot 103. However we would not be supportive of the described restrictions being changed in the future to that of a comprehensive commercial kennel business,"*	1. Noted. This application relates to keeping one breeding dog on the property. The other three dogs are not relevant to this approval and are subject to a separate application to the Shires Ranger Department to keep more then 2 dogs.
2.	Ratepayer	The submitter does not support the proposal and makes the following comments: *"My friend lives in property next door (104) and I frequently visit her. On several occasions 1-2 dogs have been out on King Drive and show aggressive behaviour. Several people used to walk or take their dogs past properly now it is rare to see anyone. During my visits the dogs have broken or climbed through the fencing onto my friends property and have on occasions shown signs of aggression. One evening last year (2017) I had cause to open my friends gate so I could drive through, suddenly out of nowhere 2 dogs appeared at dividing fence one came through running at me snarling and baring teeth at me, I jumped into car quickly and drove car slowly at dog to get it to go back through fence.* *I do not believe the owners have much responsibility to run kennels as I saw no sign of any preventive behaviour from owners. The fences surrounding the property are in poor condition and definitely would not prevent. Dogs breaking through and possibly attack or another dog."*	2. The Shire notes that the existing fences require maintenance work and an appropriate condition can alleviate this concern. 3. It is also noted that the applicant has resided at the property for 14 years with the Shire receiving only one complaint with respect to the dogs escaping or being a nuisance. 4. The applicant does not propose to operate kennels.

3.	Ratepayer	The submitter does not support the proposal and makes the following comments: *"On numerous occasions I have spoken to my next door neighbours about their dogs on my property. They have jumped the fence to do this and are far from friendly dogs. I do own smaller dogs and I fear that one day he will be on that side of my property when those dogs are there, should that happen (heaven forbid) he would be torn to pieces while that sounds dramatic what should be on your records not too long ago while putting out my rubbish bin onto the verge, one of their dogs made a run towards me and I had to swing the bin between the dog and myself. I heard a voice calling the dog back, so they must have heard me but never appeared to see what was going on. I did phone the ranger when back in my house to report this. I was quite shaken for a while. There are small children living across from me on Lot… and these dogs can be quite dangerous. I do not approve of these premises being used at all for the keeping of four Staffordshire Bull Terriers let alone the breeding of them, the owners cannot be trusted. Notice I haven't even mentioned the annoying barking don't wait until there is a tragedy please. It should also be noted that the school bus also stops near to the outside of this property."*	Please refer to points 2 and 3 above. 5. The Shire has no record of ever receiving a complaint in relation to dogs barking at the subject property.
4.	Ratepayer	The submitter does not support the proposal and makes the following comments: *".Dogs are aggressive when in close proximity and I'm worried for my children as the bus stops for our kids at the front of their house.* *.Dogs are loud and barking throughout the day and night* *.Unsavoury behaviour as the female occupants was assaulted and dogs' lives threatened if drugs were not given to the criminal out the front of the premises. Owner reported on Facebook but not to police. As owner informed me!!* *.I rang police but no contact from owner occurred and no report made. When I went to the premises to ask what had happened there*	6. The dog subject to this application is not recorded as an aggressive or dangerous dog. Please refer to point 3 above. 7. Dismissed. The allegations with respect to unsavoury behaviour have no relevance to this application.

		were 3 puppies and dog faeces everywhere. Owners have had litters in the past as the noise of dogs barking has been unbearable. *. ….My next door neighbour has been bailed up by the owner's dogs and been on my doorstep very shaken and upset scared for herself and my children.* *.We moved here for the quiet life not to listen to 'dogs barking' day and night (please) don't let this happen thank you.* *. I've recently had a severe accident and now unable to carry out my normal line of work and I was hoping to turn my auxiliary accommodation into a BNB and provide for family in this way. But with aggressive and noisy barking dogs close by my chances of filling this accommodation will be very limited and not favourable."*	Refer to point 3 and 6 above. Refer to point 5 above. 8. Dismissed. No consideration is given to a potential development application for a Bed and Breakfast at the submitters' property.
5.	Ratepayer	The submitter does not support the proposal and makes the following comments: *"In regard to the proposal for an Animal Establishment at above address: I live on King Drive and reside not far from this address. My concerns are that our blocks are ostensibly residential and therefore are not big enough for such a business undertaking as dog breeding or boarding. The residences are too close together. There is a limit of how many dogs can be owned and I feel this should be adhered to. There is the issue of barking dogs, unfortunately some owners have no consideration for others and allow their dogs to bark, especially if they are left unattended. I do feel our properties are too small and close together for such an operation. I welcome a reply from you."*	9. Local Planning Scheme No. 9 designates an Animal Establishment as an 'A' use meaning the proposal can be considered in the Rural Living coding. Refer to point 3 and 6 above.
6.	Ratepayer	The submitter does not support the proposal and makes the following comments:	

		"I wish to register my objection to *Development Application Additional Use – Animal Establishment* *Address: Lot 103 (487) King Drive, Woodridge* *I object for the following reasons:*	
		Animal welfare. The dog breeding industry in WA has a very poor reputation. There is nothing in the proposal about how the welfare of the animals will be monitored and enforced.	10. Dismissed. This is administered by Canine Association of Western Australia (CAWA) who may cancel the registration of a breeder if any breach was determined.
		Public Safety. I walked past 487 King Drive last year, I can't remember the date. Several dogs came running down to the fence barking and acting aggressively. Two of the dogs ran directly to a hole in the fence and out onto the road. The older female dog charged me but didn't bite, I judged the other dogs to be younger and unsure of themselves. I had my work boots on, was wearing work pants and had my walking stick with me so wasn't too worried about dealing with the dog if need be. Four adult dogs behaving as a pack would have been more of a problem. From the proposal I assume that it is likely that there will be 4 dogs on the property. I've seen the dogs on the road on previous occasions, obviously the property owner wasn't concerned about maintaining the fence. I think it's reasonable in this instance to assume that past performance is an indicator of future performance.	11. Please refer to points 2, 3 and 5 above.
		Setting a Precedent. If this proposal is approved what's to stop other proposals being approved? Woodridge is noisy enough with barking dogs as it is.	12. Please refer to point 9 above. The land use can be considered.
		Commercialisation of Woodridge. I object to the way Woodridge is treated as a defacto light commercial/industrial area.	13. Noted
		Enforcement. There may be rules and restrictions placed on this proposal in order to address the concerns of Woodridge residents	14. Noted

		but those rules and restrictions are meaningless unless they are enforced. There are plenty of instances here of lack of enforcement, from too many horses on one property, to quadbike and dirt bike noise, to people using Woodridge as their personal race track (as is happening right now). The Shire of Gingin needs to provide the budget and resources to manage and supervise activities in this Shire so that ALL residents can benefit from and enjoy what the Shire of Gingin has to offer."	

11.3.7 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED TEMPORARY WORKERS ACCOMMODATION ON LOT 76 (NO.9) JONES STREET, GINGIN

FILE:	**BLD/4062**
APPLICANT:	**TECON WA PTY LTD**
LOCATION:	**LOT 76 (9) JONES STREET, GINGIN**
OWNERS:	**GEORGE GIFFORD**
ZONING:	**TOURISM**
REPORTING OFFICER:	**KYLIE BACON - ACTING EXECUTIVE MANAGER PLANNING AND DEVELOPMENT**
REPORT DATE:	**20 MARCH 2018**
REFERENCE:	**NIL**

This report was withdrawn at the request of the proponent.

11.4. OPERATIONS

Nil

11.5. ASSETS

Nil

12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

13. COUNCILLORS' OFFICIAL REPORTS

13.1 LANCELIN SKATE PARK OPENING – 3 MARCH 2018

LOCATION:	**LANCELIN**
FILE:	**GOV/20-1**
COUNCILLOR:	**FRANK PECZKA**
REPORT DATE:	**20 MARCH 2018**

Councillor Peczka attended the Official Opening of the redeveloped Lancelin Skate Park on Saturday, 3 March 2018. The Hon Christian Porter (Federal Member for Pearce) attended and opened the redeveloped facility.

13.2 LANCELIN SKATE PARK OPENING – 3 MARCH 2018

LOCATION:	**LANCELIN**
FILE:	**GOV/20-1**
COUNCILLOR:	**JAN COURT**
REPORT DATE:	**20 MARCH 2018**

Councillor Court reported on her attendance at the Lancelin Skate Park opening on Saturday 3 March 2018. Councillor Court commended the appearance of the facility, and noted that it was being used by children from a wide range of ages.

13.3 LANCELIN TRIATHLON – 18 FEBRUARY 2018

LOCATION: **LANCELIN**
FILE: **GOV/20-1**
COUNCILLOR: **JAN COURT**
REPORT DATE: **20 MARCH 2018**

Councillor Court also attended the Lancelin Triathlon on 18 February 2018. The high rate of participation by children was particularly noted. This was another very well run event by the Shire of Gingin, and Councillor Court commended the staff involved in making it happen.

Councillor Court reminded the public that the Gingin Triathlon is on Sunday, 25 March 2018 and encouraged anyone with an interest to participate.

13.4 LEDGE POINT PLAYGROUND OPENING – 3 MARCH 2018

LOCATION: **LEDGE POINT**
FILE: **GOV/20-1**
COUNCILLOR: **JAN COURT**
REPORT DATE: **20 MARCH 2018**

Councillor Court also advised of her attendance at the Ledge Point playground opening on 13 March 2018. She congratulated the Ledge Point Community Association on their role initiating this project, and noted the support provided by the Shire of Gingin, Lotterywest and Bendigo Bank.

The playground includes outdoor exercise equipment, and hopefully it will be well used by a wide range of the community and tourists.

13.5 COASTAL EROSION MEETING – 19 MARCH 2018

LOCATION: **SEABIRD**
FILE: **GOV/20-1**
COUNCILLOR: **JOHN ELGIN**
REPORT DATE: **20 MARCH 2018**

Councillor Elgin reported on his attendance at a meeting in Seabird regarding erosion. The Department of Transport, Western Australian Local Government Association and representatives of the City of Wanneroo were in attendance of this meeting to discuss the Shire of Gingin Coastal Hazard Risk Management and Adaptation Plan.

Councillor Elgin strongly encouraged all residents of the Shire's coastal areas to read the plan carefully, as coastal erosion will potentially have a major impact on communities in the future.

13.6 LANCELIN SKATE PARK OPENING – 3 MARCH 2018

LOCATION: **LANCELIN**
FILE: **GOV/20-1**
COUNCILLOR: **FRANK JOHNSON**
REPORT DATE: **20 MARCH 2018**

Councillor Johnson reported on his attendance at the Lancelin Skate Park opening on 3 March 2018. The opening was well attended and a great event.

13.7 LEDGE POINT PLAYGROUND OPENING – 13 MARCH 2018

LOCATION: **LEDGE POINT**
FILE: **GOV/20-1**
COUNCILLOR: **IAN COLLARD**
REPORT DATE: **20 MARCH 2018**

Councillor Collard also attended the Ledge Point playground opening on 13 March 2018. He noted that this was a wonderful collaboration between the Ledge Point Community Association, the Bendigo Bank and the Shire of Gingin and congratulated the Community Association on their efforts in initiating the project.

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 4:28pm.

The next Ordinary meeting of Council will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on Tuesday, 17 April commencing at 3.00pm.

_____
Councillor I B Collard
Shire President
17 April 2018