

Council

Town Planning Scheme No. 3 - Amendment No. 50
Kendenup Zonings - Submissions Received

Summary of Submissions
Schedule of Modifications
Site Plan

Meeting Date: 8 September 2009

Number of Pages : 8

**TOWN PLANNING SCHEME NO. 3 – AMENDMENT NO. 50
SUMMARY OF SUBMISSIONS**

No.	Name / Address	Summary of Submission	Council Comment	WAPC Recommendation
1.	FESA Great Southern Region Albany Office	The potential increase for development within the Kendenup village dictates that the provision of fire water supplies be extended in and around the village. Given the existence of reticulated scheme water, the installation of additional fire hydrants in accordance with FESA's standards should be seriously considered as part of any Enterprise Zone development. Note that this may necessitate the upgrade of water mains within the village.	The Water Corporation is in the process of upgrading the reticulated water supply in Kendenup.	
2.	Department of Housing 99 Plain Street East Perth WA 6004	DoH has no objection to the proposed Amendment No. 50.	Noted.	
3.	Telstra Locked Bag 2525 Perth WA 6001	Telstra has no negative comments to make.	Noted.	
4.	Department of Water PO Box 525 Albany WA 6331	DoW has no objections to the proposed amendment, and provides the following comments: Urban Water Management The historical drainage problems for the Kendenup townsite are noted. The expected growth of Kendenup will only make the problem worse, hence the DoW would recommend that Council resources are put towards addressing the issue. The use of vegetated swales within the road reserves would be supported by DoW as this provides a form of stormwater treatment and meets Water Sensitive Urban Design (WSUD) principles. The use of a piped stormwater system would not be supported and is not considered SWUC. Urban water management should be consistent with WSUD principles as outlined in the DoW's <i>Stormwater Management Manual for WA</i> . Effluent Disposal The DoW supports the restriction of new lots to 2,000m ² as required in the <i>Draft County Sewerage Policy</i> . The DoW's preference is for the Kendenup townsite to be included in the State's infill sewerage program. Should this not occur in the near future, the preference for Alternative Treatment Units (ATU's) for new and existing lots is supported. This requirement should be included in the scheme text (if not already included). It is important that onsite effluent disposal systems meet the appropriate setbacks to surface and groundwater as outlined in the DoW's <i>Water Quality Protection Note Wastewater treatment – onsite domestic systems (September 2006)</i> .	Noted. Two drainage plans have been prepared in the past. The Council will need to address drainage. The Amendment discusses this. Kendenup has been listed in the infill program but the Water Corporation is not progressing this program. The Amendment discusses this.	
5.	Department of Mines and Petroleum Mineral House	DMP has no issues on the amendment.	Noted.	

**TOWN PLANNING SCHEME NO. 3 – AMENDMENT NO. 50
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<p>6.</p>	<p>100 Plain Street Perth WA 6004</p> <p>Maurice Buffham 77 Third Ave., Kendenup WA 6323</p>	<p>As the owner and occupier of land in the proposed Enterprise Zone area, being lot 347,348,349,350,351,352,353 and 354. I find the idea of re-zoning what has been considered by council as mainly residential property with some Service Industry blocks into this wide range of residential, commercial and industrial use referred to as Enterprise Zone, inappropriate.</p> <p>Much of the proposed area outlined for this new zone has already established residential dwellings on it and it is in the centre of an urban area and should on all accounts remain that way, residential only.</p> <p>In my opinion to decide to try and establish an industrial/commercial type area in the middle of an already established town area would be highly undesirable.</p> <p>In the original proposed KENDENUP TOWNSITE REVIEW dated July 1998 produced by planners Ayton, Taylor & Burrell, at considerable expense to the Shire, as part of this planning Scheme No.3, the recommended commercial and Industry area was on the East side of the railway line bordering Lake Matilda Rd. This section of Lake Matilda Rd has recently been sealed for commercial use to service the already established Special industrial site of Mt Barker Chicken. This area was sited and recommended by the planners in 1998 and town's people alike as the best location for the development of such a Service Industry, or Enterprise Zone, as your proposal suggests. This is unoccupied land of some 20ha which I believe is vested in the council which could be subdivided into lots of appropriate sizes and sold or leased for the purpose of these type of Service Industries, the revenue from such could possibly aid the Shire in their other proposals for the Kendenup Plan or be a nice addition to the Shire's finances.</p> <p>Has this advice from the 1998 Townsite Review been ignored by this new proposal?</p> <p>In the original recommended review of July 1998 the current Service Industry zoned blocks which are in this proposed Enterprise Zone, were considered to be inappropriately placed and should be relocated to a more suitable place out of the residential area.</p> <p>The area you now wish to re-zone to Enterprise was recommended to be zoned for use as a residential MIXED USE, that being I understand [as I was on the pilot committee giving advice to the planners on what the residents of Kendenup would like] to be a restricted use for a residential home based business upon approval by council, providing all conditions were met which would not infringe on other nearby residents etc, thus achieving a way of allowing the existing business's to either continue to operate where they currently are or move their business to the more convenient location of the new Service Industry area.</p> <p>How this area is now being proposed for this NEW Zoning description of Enterprise [AA symbol] with so many inappropriate services able to be established in the middle of a residential town area is incomprehensible to me. I thought most planning experts would agree with the</p>	<p>This Enterprise Zone provides for a variety of uses at the discretion of the Council. It is proposed to modify the Amendment to make several of the uses 'SA' which requires neighbour comment.</p> <p>The Enterprise Zone is not an industrial area. The Council's draft LPS proposes a proper industrial area on the east side of the railway -- that proposal is not part of this current Amendment but once the LPS is finalised another Amendment for that land will be prepared.</p> <p>This current amendment essentially</p>
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**TOWN PLANNING SCHEME NO. 3 – AMENDMENT NO. 50
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	<p>original plan of Ayton, Taylor & Burrell in this regard.</p> <p>Example; When Peter Waters applied to use an already zoned Service Industry site in this proposed area, which housed a large shed, to be used as an agriculture distributor warehouse, it brought huge objections from the town's people in general, these objections did not prevent the approval being given and the residents were dissatisfied.</p> <p>Provision for larger general or special industrial development was also considered not appropriate or viable as such sites are being provided in and around Mt Barker and will adequately cater for the demand of Kendenup and Mt Barker areas.</p> <p>There seem to be many flaws in this current town zoning proposal especially in particular to this Enterprise Zone area.</p> <p>Has enough consideration been given to the original TOWN REVIEW of 1998 which also included the wishes of the residents of this town, processed over many public meetings and open forum discussions conducted at the time by the then Progress Association in consultation with planners Ayton, Taylor & Burrell and the Shire?</p> <p>From discussions with other residents located in this proposed Enterprise area more consideration needs to be given to what the Kendenup residents have already agreed to as in that review of 1998 and certainly more consultation with the land owners whose properties are most effected by this new zoning proposal.</p> <p>I have a copy of the Kendenup Town site Review issued by the Shire of Plantagenet July 1998 for my reference and would be happy to make it available to any interested parties as I believe many people are likely unaware of it's existence.</p> <p>These are some of my comments, I have several other concerns not listed as do other residents and I thank you for the opportunity to have a say now and in the future especially on this subject, being fully involved as I was with the very lengthy process in 1998 of a Town Plan for Kendenup.</p>	creates a mixed use zone.
7.	<p>John Hickman PO Box 77 Kendenup WA 6323</p> <p>I think the proposal is a sensible idea, however, I do have a number of queries and maybe suggestions.</p> <p>At the two meetings I attended we were given to understand that it was the Shire's intention to rezone the central blocks where possible to residential and to force any further commercial development to take place close to Mount Barker Chicken. This idea seems to have fallen by the wayside.</p> <p>If the area bounded by Hassell Avenue, Simmons Street, Third Avenue and Beverley Road is rezoned as an enterprise zone, then I do not think it is appropriate to allow such things as Automotive Panel Beaters and Spray Painting, Automotive Wrecking, Fuel Depot, Marine Collectors Yard, Service Station and Transport Depot, unless these services pre-exist in this</p>	See comments at 6 above about future industrial area.

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		<p>area.</p> <p>I do not think that it is necessary to use second and fifth avenues as feeder roads as eventually the majority of the roads in the central area of Kendenup will be through roads. Also I must admit that because I live on Second Avenue I do not relish this idea.</p> <p>I do not think that Kendenup will come of age until the Shire accepts full responsibility for it, instead of paying the village lip service. A good start would be to implement the drainage plan instead of commissioning yet another survey.</p> <p>Beverley Road desperately needs widening. This should be carried out as soon as possible, owing to the large amount of trucks and other traffic now using it. Also the road edges and the bitumen are breaking away.</p> <p>With the ongoing dramas being played out between the Golf Club, Tennis Club, Country Club and others, it should be left to the Shire to make a decision and tell the aforesaid clubs what is going to happen and stop procrastinating and making believe it is all the fault of the residents.</p> <p>We the residents need to believe that the Shire is really interested in Kendenup. Many simple things could be done to smarten up the area thereby making people want to belong here. Cleaning up the sides of the roads would help.</p>		
8.	<p>Department of Environment and Conservation 120 Albany Highway Albany WA 2009</p>	<p>The DEC has only minor comment to make as follows:</p> <p>Re-zoning of the area know as the <i>Walton (Doc) Row Reserve to Recreation</i> is strongly endorsed. As this area contains the most intact area of remnant native vegetation within the townsite area and also abuts other vegetation associated with the school site to the west, it is suggested that a simple management plan or set of management guidelines be prepared. This would help to remind Council or Volunteer workers of the conservation values of the area when undertaking maintenance or improvement works.</p>	<p>Noted. The Oyster Harbour Catchment Group is preparing a management plan.</p>	
9.	<p>Department of Education and Training 151 Royal Street East Perth WA 6004</p>	<p>No objections. The current primary school site will be able to accommodate any potential increase in student numbers resulting in the Kendenup village being rezoned.</p>	<p>Noted.</p>	
10.	<p>Sandra Harvey PO Box 48 Northcliffe WA 6262</p>			

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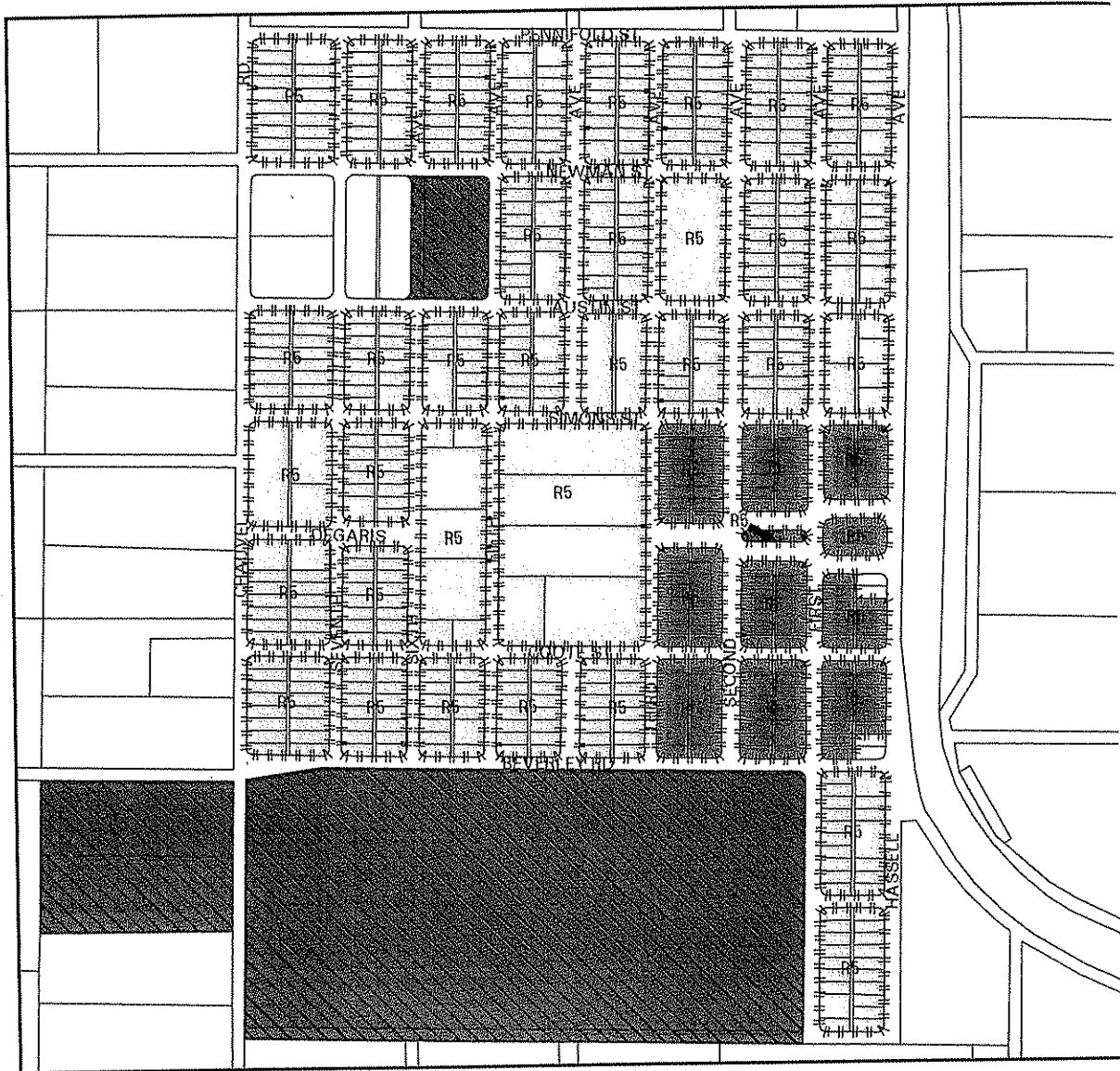
11.	<p>Department of Agriculture and Food 444 Albany Highway ALBANY WA 6330</p>	<p>The amendment proposes to rezone the Rural Zoned lots in the Kendenup village to a Residential Zone and introduce an 'Enterprise Zone' within the village. The village of Kendenup comprises less than 200ha of land with lots up to 2ha in size.</p> <p>This resultant rezoning as proposed should not impact on the agricultural economy of this area given the current lot sizes and the current use of the lots being effectively residential.</p> <p>However, any changed land use on rural land needs to include buffers on the rezoned land to minimize land use conflict. To ensure agricultural operations on land next to rezoned areas are not restricted, the DAFWA recommends minimum setbacks/buffers of 500m be incorporated into rezoned areas in accordance with the EPA guidelines; Separation Distances between Industrial and Sensitive land Uses.</p> <p>The Golf course to the south of Beverley Road could be considered as a buffer between the village and the adjacent land use of agriculture for example.</p>	<p>Noted.</p> <p>Not realistic considering RSH size lots adjoining – no action.</p> <p>Noted.</p>	
12.	<p>Water Corporation PO Box 915 Albany WA 6331</p>	<p>You are advised that the Water Corporation has no objections to this proposal and provides the following addition information.</p> <p><u>Water Supply</u></p> <p>Reticulated water is provided via 13km of 150mm supply main from Mount Barker that terminates in a storage tank (200m3 with TWL 294.1m AHD) before distribution to the village. This main would need to be duplicated and additional reserve storage would also be required in order to meet ultimate development demand.</p> <p>Water services to lots within the Enterprise zone will be flow restricted to 20 litres per minute.</p> <p><u>Wastewater</u></p> <p>It is noted that Kendenup does not have a wastewater system and that it is identified in the Country Towns Sewerage Policy as a priority, however is not on the Government's Infill Sewerage Program. The intended density is noted as being R5, just large enough to be able to have on site disposal in accordance with the Country Sewerage Policy.</p>	<p>Noted.</p>	
13.	<p>Western Power Locked Bag 2520 Perth WA 6001</p>	<p>There are no objections to the changes you propose to carry out.</p>	<p>Noted.</p>	

SHIRE OF PLANTAGENET

TOWN PLANNING SCHEME NO. 3 – AMENDMENT NO. 50

SCHEDULE OF MODIFICATIONS

No.	Modification	Reason
1.	<p>Alter use classes listed in proposal for Table 1 – Zoning Table by introducing a new part 4 to the Amendment and renumbering following parts accordingly:</p> <p>‘4 Table 1 – Zoning Table – insert into the new column 11 the ‘SA’ symbol for the following use classes:</p> <ul style="list-style-type: none"> 4. Automotive Panel Beating and Spraypainting 5. Automotive Repairs 6. Automotive Wrecking 10. Builders Storage Yard 13. Caravan Park 19. Club Premises 26. Fuel Depot 41. Industry Service 43. Marine Collectors Yard 44. Motel 45. Motor Repair Station 57. Service Station 65. Transport Depot 68. Winery’ 	<p>Response to EPA comments and to provide the ability to advertise these use classes for comment before the Council makes a decision.</p>
2.	Delete the above use classes from part 3 of the Amendment.	Response to modification 1 above.
3.	Alter part 7 (former 6) to delete ‘a new clause 5.3.6’ and insert ‘new clauses 5.3.6 and 5.3.7’.	To account for modification 4 below.
4.	<p>Alter part 7 (former 6) to include a new 5.3.7 after 5.3.6 as follows:</p> <p>‘5.3.7 Where it is proposed to subdivide Residential zoned land within 50m of the Great Southern Railway rail corridor in Kendenup to create additional lots, then new Residential lots will require a notification in the form of a memorial on the Certificate of Title advising of the existence of the railway in accordance with Section 165 of the Planning and Development Act 2005.’</p>	Response to EPA comments.



SCHEME AMENDMENT MAP

LEGEND

Plantagenet Z 3



RESIDENTIAL



RECREATION



ENTERPRISE



TPS Amendment Rcodes



LPS Cadastre - Capture data

Council

Community Emergency Services Manager -
Employment

Business Plan
Memorandum of Understanding

Meeting Date: 8 September 2009

Number of Pages : 17

BUSINESS PLAN 2009 (as at 21 September 2009)

An agreement between the Shire of Plantagenet and the Fire and Emergency Services Authority of Western Australia

1. PREVENTION

To provide a range of prevention services to increase community awareness of hazards and their involvement in minimising impact.

OUTCOME	STRATEGY	WHO	DUE	PERFORMANCE INDICATORS
Fire prevention planning	Develop & implement mitigation plans for all council vested reserves. Conduct Fire Hazard inspections of all reserves Prepare mitigation plans for managing risks on Unallocated Crown Land & Unmanaged Reserves Engage BFB in hazard reduction burning programs Liaise with contractors for mitigation works	CESM	1 October 1 October	No of plans updated Number of inspections Number of update plans Maintain UCL/UMR data base system % of hazard reduction burns program undertaken.
Sub-division plans for shire	Review and comment on all subdivision plans Provide advice to developers, shire and consultants	CESM Shire planners	Ongoing	The number of subdivisions where advice is accepted

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OUTCOME	STRATEGY	WHO	DUE	PERFORMANCE INDICATORS
Strategic shire firebreak network	<p>Map and rate bush fire hazards</p> <p>Update all strategic firebreak plans</p> <p>Set standards for prevention activities and implement.</p>	CESM	Annually	Plans maintained & updated
Fire Protection standards including building standards	<p>Provide advice in regard to new buildings to comply with the relevant building code AS 3959.</p> <p>Provide advice to developers, shire and consultants on request.</p> <p>Conduct site inspections when required</p>	CESM	Ongoing	The number of subdivisions where advice is accepted
Cause of accidental & suspicious fires	<p>Ensure brigades report suspicious fires</p> <p>Ensure investigation is conducted</p> <p>Volunteers to be trained in basic fire investigation & preserving point of origin at fire incidents</p>	<p>CESM Manager Investigations unit Police Arson Squad</p>		<p>Maintain data base with information on suspicious fires</p> <p>Training conducted for volunteers</p>

PREPAREDNESS

To provide and maintain appropriate and adequate infrastructure, equipment, skilled personnel, plans and programs in preparation for emergencies. To provide support to the community in its preparation for emergencies and mitigation of risks.

OUTCOME	STRATEGY	WHO	DUE	PERFORMANCE INDICATORS
Bush Fire Brigade Training	Develop a program of appropriate courses for Bush Fire Brigade Vols & Council staff in conjunction with FESA Region Maintain a record of courses and attendees Ongoing training needs analysis	CESM DM	Ongoing	Maintain & update Train data base The number of courses programmed Number of volunteers trained
Shire Emergency Service Directory & contacts list	Develop & maintain a directory for emergency service contacts	CESM Shire support		Annual directory produced
Stakeholder Relationships	Liaise and build long term relationships with key stakeholders eg Police, IMedia ,SES	CESM	ongoing	Number of meetings
Awareness programs for the community	Review & identify suitable programs for the community eg Bush Fire Ready, JAFFA, Stay or Go & Smoke Alarm program Prepare a calendar of programs Evaluate the effectiveness of programs	CESM DM Brigades	Ongoing	Number of programs delivered to the community.

PREPAREDNESS

OUTCOME	STRATEGY	WHO	DUE	PERFORMANCE INDICATORS
Bush Fire Brigade Administration	<p>Audit existing m/ships of bush fire brigade inc medicals, police clearances etc</p> <p>Maintain all brigade memberships</p> <p>Assist LG To draft ESL budget & acquit accurately for BFB & SES</p> <p>Ensure BFB comply with ESL requirements</p>	CESM	Ongoing	The number of registered volunteers Up date OMS
Evacuation Centres	Liaise with LEMC to assist in Identifying & maintaining evacuation centres	LEMC CESM DM	Ongoing	Number of Evacuation Centres
Key Meetings	<p>Provide reports to meetings where applicable.</p> <p>Act as an executive officer to the BFAC.</p> <p>Provide advice to council</p>	CESM / DM	Ongoing	Number of meetings attended
Incident Reports	<p>Review all reports</p> <p>Ascertain trends where there are implications for volunteers & shire</p>	CESM	Ongoing	Number of incident reports each financial year

	staff			
Plan a major exercise	Liaise with LEMC on exercise & provide support	CESM/DM	Annually	Number and type of exercise Volunteers number attending

PREPAREDNESS

OUTCOME	STRATEGY	WHO	DUE	PERFORMANCE INDICATORS
Emergency water supplies	Inspect & maintain water supplies pre and post –fire season	CESM	April Nov	Maintain water supply data base
Bush Fire Brigade fire appliance fleet	Program & coordinate maintenance of vehicles & equipment including communication systems.	CESM Shire depot Records	April/Sep	Maintain vehicle servicing records
Risk to Resources (R2R) Model	Review & analyse the R2R model against current resource inventory with FESA DM	CESM DM Shire	November	Review model annually
Administer Local Emergency Management Committee functions	Attend LEMC meetings Provide advice and assistance to the committee and executive officer	CESM LEMC Executive Officer	Ongoing	LEMC compliance with SEMC policy
Monitor Emergency Coordination Centre readiness	Maintain ECC and develop Standard Operating Procedures	CESM LEMC	Annual	Audit ECC Updated SOP's

RESPONSE

To ensure rapid and comprehensive response to emergencies, to contain and minimise the impact of emergencies.
 . To support the community in its own response to emergencies.

OUTCOME	STRATEGY	WHO	DUE	PERFORMANCE INDICATORS
Ensure effective rapid response to emergencies by BFBs where practical	Maintain & review mobilisation procedures for BFBs All mobilisation to be monitored in line with SOP	CESM DM	Ongoing	. Number of incidents attended by brigades Number of complaints
Incidents Attendance	Respond to incidents when requested Provide IMT support as required Monitor all incidents & support with resources when required	CESM	Ongoing	Number of incidents attended
Liaison with Local State Emergency Service(SES)	Liaise between Shire and local SES to assist / provide operational support Provide assistance with ESL	CESM	Ongoing	Number of incidents attended or contact made.

RECOVERY

To assist the community, employees and volunteers affected by major emergencies to recover effectively and efficiently.

OUTCOME	STRATEGY	WHO	DUE	PERFORMANCE INDICATORS
Counselling Service & Peer Support	<p>Encourage BFB/ SES to utilise services</p> <p>All major incidents involving volunteers, whereby there are serious injuries, trauma or fatalities to be reported to the FESA Comcen</p> <p>Ensure OHS&W as required</p>	CESM	Ongoing	<p>Peer support group formed and maintained.</p> <p>Counselling offered to volunteers and staff</p>
Incident Recovery	<p>Provide advice on the activation and implementation of the recovery plan</p> <p>Monitor & review plan with LEMC</p>	CESM DM Community Engagement	Ongoing	<p>Recovery plan activated</p> <p>Evacuation plan activated</p>

Special Projects

To assist local government and FESA with special projects that mitigates the impact of incidents on the community

OUTCOME	STRATEGY	WHO	DUE	PERFORMANCE INDICATORS
Special Projects	Coordinate & manage projects for FESA & LG in regard to fire and emergency management	CESM	Ongoing	Completion according to timelines Project reports



MEMORANDUM OF UNDERSTANDING

between the

**FIRE AND EMERGENCY SERVICES AUTHORITY
OF WESTERN AUSTRALIA**

AND

SHIRE OF PLANTAGENET

FOR

**THE PROVISION OF A
COMMUNITY EMERGENCY SERVICES
MANAGER**

1. PURPOSE

- 1.1 This Memorandum of Understanding (**MOU**) is intended to identify and document the respective roles and responsibilities of the Shire of Plantagenet (**the Shire**), the Fire and Emergency Services Authority of Western Australia (**FESA**), and the Community emergency services manager (**CESM**) to manage the Shires fire and emergency services.
- 1.2 This MOU outlines the responsibilities and undertakings of the parties within this agreement, for the delivery of fire and emergency services to the shire in accordance with FESA's best practices.
- 1.3 This MOU does not constitute or create and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of any party.

2. FESA

This MOU will support FESA's mission, vision and values:

Mission: In partnership with the people of Western Australia to:

- Improve community safety practices; and
- Provide timely, quality and effective emergency services.

Vision: A safer community.

Values: Put the community first;
Work together as a committed team;
Respect and value each other;
Continuously improve our service;
Act with integrity and honesty;
Have open and honest two-way communications;
Strive to keep ourselves and others safe.

3. SHIRE OF PLANTAGENET

Mission: To improve the quality of life for the people of Plantagenet, both present and future.

Vision: We see families and economic development as the mainstay for creating a community that will provide everything that is needed: economic, security, safety and social networks within an environment that is clean and safe.

A district where people will come to raise families because of educational opportunities, health facilities, economic infrastructure and a variety of housing opportunities.

4. DEFINITIONS

Emergency Management: means the provision of Prevention, Preparedness, Response and Recovery functions in order to provide a comprehensive approach to emergency management within the shire.

5. MOU OBJECTIVES

5.1 To establish specific responsibilities with respect to the delivery of emergency management within the shire, in particular to:

- Delivering coordinated prevention programs to reduce the incidence of emergencies and improve the level of safety in the community;
- Operating to a consistent set of protocols and equipment standards;
- Providing efficient systems of communication between organisations at all levels to improve service delivery outcomes;
- Promoting and supporting volunteer organisational arrangements that combine the spirit of volunteerism to attract and retain members;
- Providing and or coordinating the required level of training to personnel, to ensure that competencies are appropriate to the level of risk and emergencies to which volunteers will be required to respond;
- Developing a partnership that will see a best practice approach to bush fire service delivery implemented between the Shire and FESA; and
- Enhancing community ownership of fire prevention and preparedness programs and activities.

5.2 To establish an agreement between the Shire and FESA, under Part 3 Section 12(2)(E) and (f) of the Fire and Emergency Services Authority of Western Australia Act 1998, to ensure the Volunteer Bush Fire Brigades are supported, trained, equipped and capable of providing appropriate fire services to the community.

6. ACKNOWLEDGMENTS AND UNDERTAKINGS BY FESA

6.1 FESA will deliver the following services:

- **Prevention:** The development and supply of community safety programs and services, to shire staff and emergency service volunteers as required and mutually agreed. Programs and services include (but are not limited to) Bush Fire Ready, Home Fire Safety, Schools Education program and Smoke Alarm Programs.
- **Preparedness:** In addition to the programs described for prevention, the training of volunteers will be managed in partnership with the volunteer training network (as aware of the increased risks faced by the emergency services and the resourcing profile required). Access to specific courses will be provided to volunteers, where the form of training aligns and supports the modified role of the volunteer/s.
- **Response:** FESA will manage the day to day communications requirements of response to incidents via the Communications Centre. Management and

leadership will be provided by FESA at fire incidents, when requested by the Shire and agreed to by FESA.

- **Recovery:** FESA will provide strategic assistance and advice to the shire concerning the development and implementation of recovery management plans and recovery management.
- **Management and Administration:** FESA will provide day to day and strategic management services, including vehicle and equipment standards, standards of operation, guidance on Emergency Services Levy budgeting, brigade training maintenance, community liaison and administrative returns such as incident reports and activity statements.
- **Community Emergency Services Manager (CESM):** FESA will meet 100% of the costs incurred for the employment of a CESM for one year only. Activities undertaken by this position will be listed as part of an annual business plan which will be approved by both FESA and the Shire. The plan will be reviewed each year.

6.2 FESA will provide strategic advice and access to programs and/or services in order to support services delivered by the Shire.

7. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE SHIRE OF PLANTAGENET.

7.1 The Shire will deliver the following services:

- **Prevention:** Administer and enforce the fire prevention provisions of the Bush Fires Act 1954 and promote and participate in appropriate community safety programs in consultation with FESA.
- **Preparedness:** In addition to the applicable community safety programs identified against prevention, the Shire will through its staff and infrastructure support the emergency services preparedness programs developed and implemented by FESA.
- **Response:** The Shire will respond to day to day incidents through the turnout of their Bushfire Brigades and available logistical support. The Shire support will be extended to FESA controlled incidents when requested by the Incident Controller.
- **Management and Administration:** The Shire will provide leadership and support to the development and management of its community Emergency Risk Management Arrangements.

7.2 The Shire will provide input into the development of the emergency services operating and capital budget, to ensure sufficient funds are requested through the Emergency Services Levy (ESL) funding process to maintain emergency services buildings, appliances and associated operational infrastructure.

7.3 The Shire agrees to procure and maintain Worker's Compensation insurance or comparable Personal Accident Insurance for the position of the CESM.

- 7.4 The Shire will maintain the existing emergency services buildings, appliances and operational infrastructure and provide access to FESA through normal mobilising arrangements.
- 7.5 The Shire agrees to advertise the CESM position.
- 7.6 The Shire will fully fund and provide the CESM vehicle by agreement with FESA.

8. COMMUNITY EMERGENCY SERVICES MANAGER (CESM) ACKNOWLEDGMENTS

- 8.1 The CESM will be an employee of the Shire and as such will report to the Manager of ????? Services and respond to advice and requests from the designated FESA District Manager.
- 8.2 The CESM will undertake the role as per the agreed business plan between the Shire and FESA.
- 8.3 The CESM will report twice per year on performance indicators to the Shire and copied to the relevant FESA District Manager. Refer to agreed business.

9. CONDITIONS OF EMPLOYMENT

- 9.1 The CESM will be employed on a contract basis for a period of one (1) year (with the option to extend) under an employee/employer contract/agreement.
- 9.2 The selection process for the position of the CESM will be managed by the Shire with the support of FESA as required.
- 9.3 The CESM will be required to work to an agreed business plan, which will be developed by the Shire and FESA.
- 9.4 The Shire will provide office space for the CESM.
- 9.5 The hours of duty will be 76 hours per fortnight over nine (9) days per fortnight. The CESM will be expected to manage their own time and will be required to work some weekends and nights, as required.
- 9.6 The CESM uniform will be blue, with shoulder patches displaying FESA Fire and Emergency Services of WA and the appropriate epaulettes representing the Shire.
- 9.7 Overtime will be paid for attending wild fires by FESA. Any other overtime will only be paid with the approval of the Manager of ??????
- 9.8 Any performance based issue or grievance will be addressed by the use of the appropriate Shire internal policies.

10. FINANCIAL ARRANGEMENTS

- 10.1 FESA and the Shire will be responsible for 100% of all costs associated with the CESM position for the first twelve months of this agreement.

10.2 FESA will pay invoices (for the CESM position) to the Shire on a quarterly basis except those specified in clause 9.7. See attached sheet.

11. DURATION AND AMENDMENT

This MOU will take effect from September 2009 and will remain in force for a one year period, with the option to renew for another three years upon agreement of both parties. This Agreement shall not be altered varied or modified in any respect, except by agreement of both parties in writing.

12. DISPUTE RESOLUTION

Dispute resolution with regards to the content of this document is to be conferred, deliberated and resolved by the FESA CEO or a nominated delegate and the Shire CEO or a nominated delegate.

13. TERMINATION

This Agreement may be terminated by:

- (a) Mutual agreement of both parties in writing at any time;
- or
- (b) Either party by giving three months notice in writing to the other party, at any time.

14. NOTICES

Notices or other communications by each party to each other and under this MOU must, unless otherwise notified in writing, be addressed and forwarded as follows:

FESA Chief Executive Officer
Fire and Emergency Services Authority of Western Australia
FESA House
PO Box P1174
PERTH Western Australia 6844

Chief Executive Officer
Shire of Plantagenet
PO Box 48
MT BARKER WA 6324

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made
on the _____ day of _____ 200_

BETWEEN THE

**Fire and Emergency Services Authority of Western Australia
480 Hay Street
PERTH WA 6000**

AND

**Shire of Plantagenet
Lowood Road
MT BARKER WA 6324**

Date of effect will be 1 September 2009

SIGNED for and on behalf of the Fire and Emergency Services Authority of Western
Australia by:

JO HARRISON-WARD _____

CHIEF EXECUTIVE OFFICER

Signature

Date

SIGNED for and on behalf of the Shire of Plantagenet by:

ROB STEWART _____

CHIEF EXECUTIVE OFFICER

Signature

Date

SHIRE OF PLANTAGENET

COMMUNITY EMERGENCY SERVICES MANAGER

COST SHARING ARRANGEMENTS WITH FESA

PERSONNEL COST	FESA	L. GOVT
Salary	70,000	
On Costs		
Sanctioned Overtime	N/A	N/A
ITC COST		
PC	1,500.00	750.00
Mobile Phone	500.00	250.00
VEHICLE COSTS		
Lease & Fitout		10000
Fuel, Servicing, Insurance		
TRAINING		
Course fees/accommodation	2000.00	
UNIFORM	500.00	
Purchase/Maintenance	500,00	
GRAND TOTAL	-	

Note:

1. LG to provide vehicle lease;
2. FESA to pay for sanctioned overtime;
4. On costs include; workers comp, p/l insurance, a/leave and sick leave
5. Costs are an approximation.

Council

Muir Highway - Request to Rename

Muir Highway - Request to Rename

Meeting Date: 8 September 2009

Number of Pages : 4

JR & AI MUIR
29 ARNOTT ST
MANJIMUP 6258
WEST AUSTRALIA
PH: 08 9771 1559

10/8/09

BEO.

Manpaperet Shire Council

PO Box 48

Mt Barker WA 6324

55278

Dear Bob,

Enclosed letter from the
Geographic Names Committee.

I am not at all happy with the
reply & I ask your shires support
in trying to correct the anomaly.

The reasons given for not changing
the name are not all relevant.

I know efforts have been made to
the Nomenclatural Society in the past.

Hopefully I have your support in
the matter

Yours sincerely

James R. Muir

Geographic Names Committee

Our Ref: 824-1972/04

Enquiries: Brian Goodchild
Telephone: 9273 7198

Mr James Muir
29 Arnott Street
MANJIMUP WA 6258

Dear Mr Muir,

RE: Muir or Muirs Highway

Thank you for your letter dated regarding the naming of Muirs Highway.

Your letter questioning the validity of the use of the name Muirs Highway was presented to the Geographic Names Committee at their meeting held on the 4th June 2009.

As you are aware, this highway was named after the son's of the Muir family and they were responsible for making cart and cattle tracks along the line that is now officially known as the Muirs Highway.

The use of the plural in this name is a result of the road being named after the Muir brothers collectively and in accordance with international naming practices the apostrophe is deleted at all times in approved names. The name of this road is therefore "Muirs" and not "Muir's". Although not in accord with proper English grammar, when a name is used as a geographic name it is deemed to have changed form, and the apostrophe is deemed not necessary.

Some of the key points presented to the Geographic Names Committee in support of not changing the name of the highway were;

- 1) The official name of the road is Muirs Highway
- 2) There appears to have been no consultation with the relevant local governments, Tourism WA or community groups who may be impacted by such a change.
- 3) There would be significant costs incurred in relation to changing and/or replacing of all traffic signs carrying this name and is therefore not supported by agencies such as Main Roads WA.
- 4) The name has been in use for a long period of time with no issue being raised prior to this one.

- 5) Such a name change will affect properties using this road name as an address and would result in costs to amending mailing databases by agencies and the updating of stationary items by businesses.

As such, the Geographic Names Committee having considered this request, did not support the recommendation to change the name from Muirs Highway to Muir Highway.

If you have any further questions on this or any other naming matter please don't hesitate to contact us on 9273 7198 or by email at geographicnames@landgate.wa.gov.au

Yours sincerely



Danielle Stefani

for

Secretary

**GEOGRAPHIC NAMES COMMITTEE
INFORMATION SERVICES DIVISION
LANDGATE**