

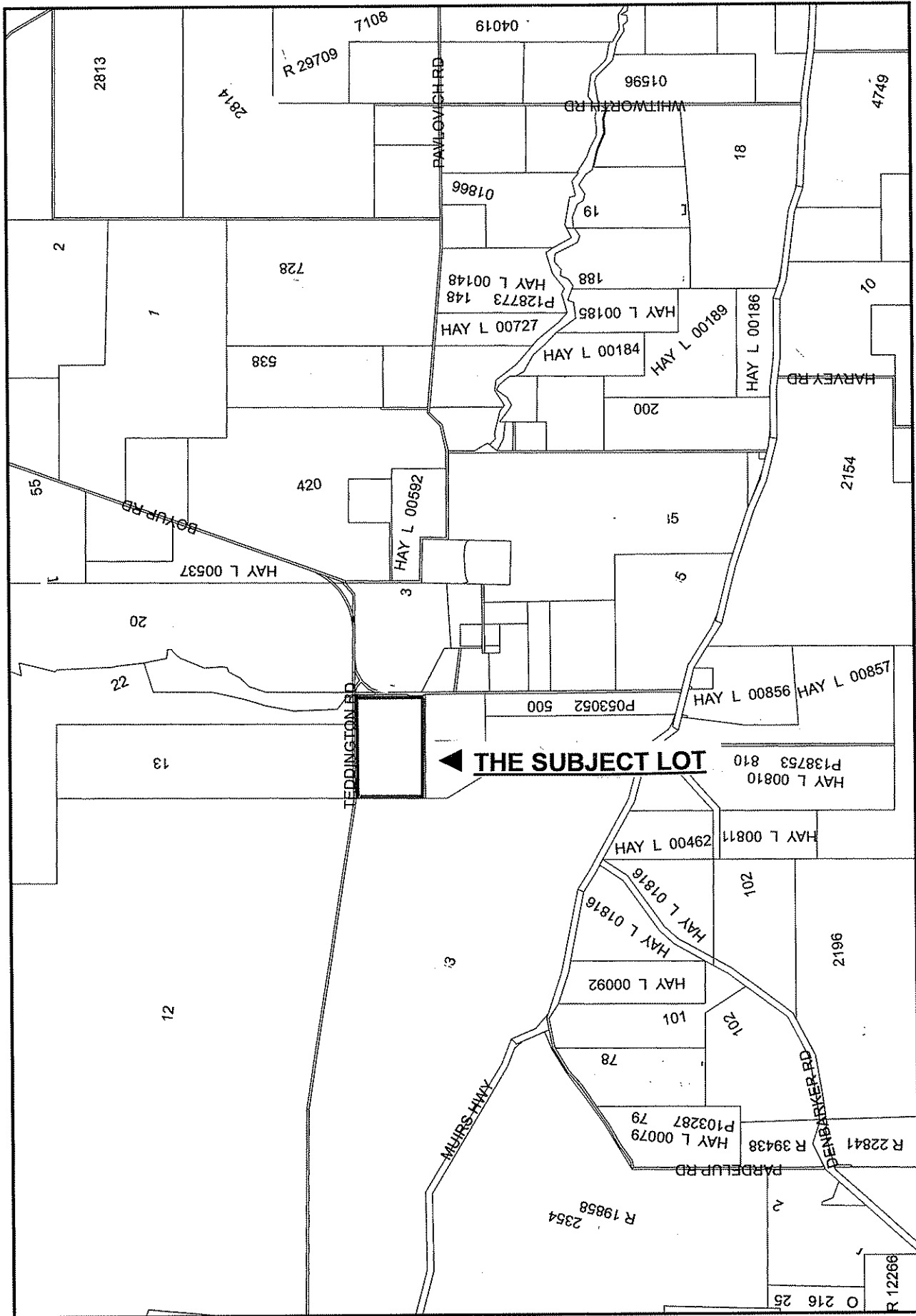
## Council

Lot 14 Boyup Road, Forest Hill – New Relocated  
Workers Accommodation

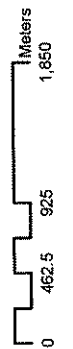
Location Plan  
Site Plan  
Site Plan of Workers Accommodation  
Floor Plan  
Photograph

Meeting Date: 6 July 2010

Number of Pages: 6



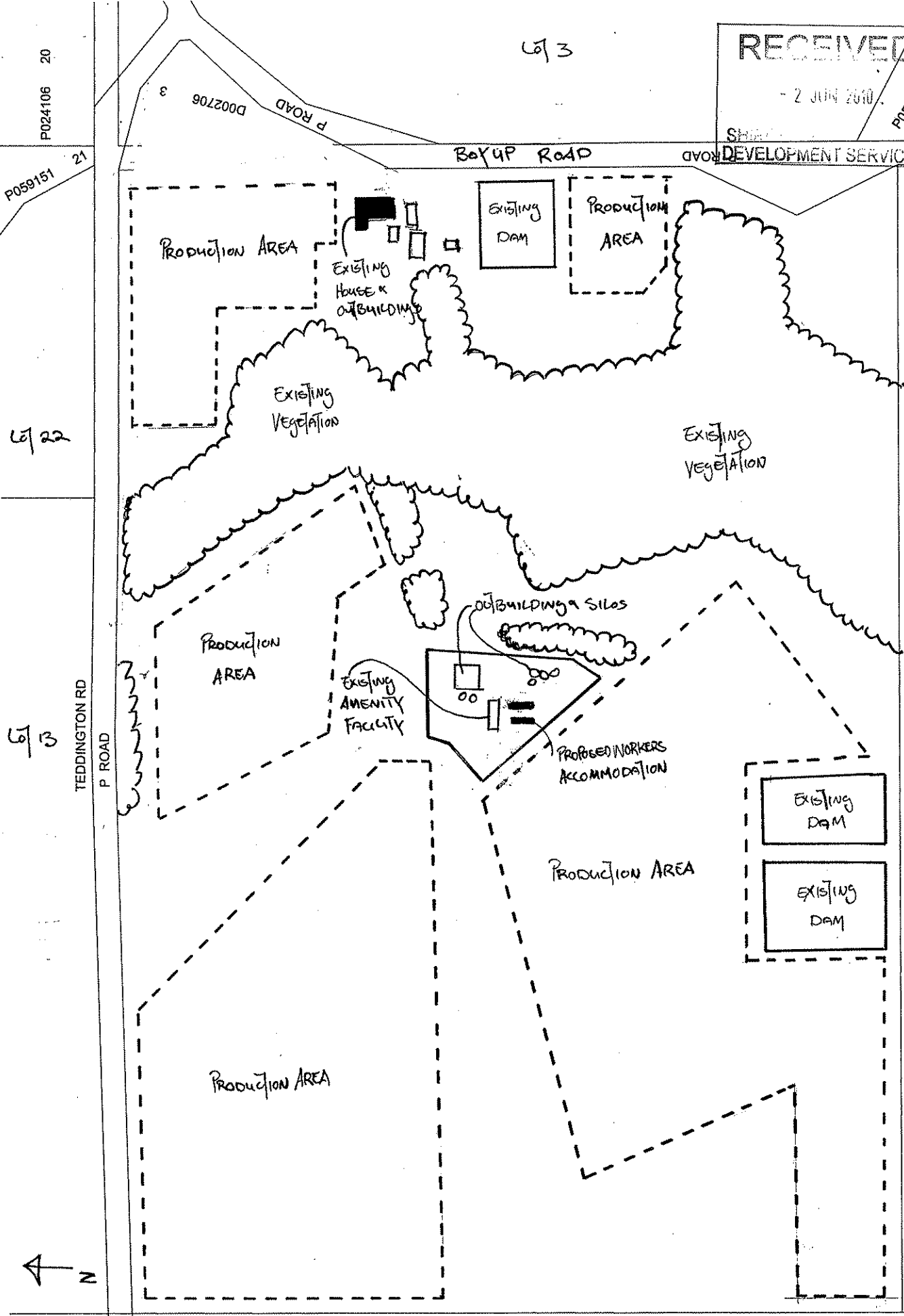
◀ **THE SUBJECT LOT**



**LOCATION PLAN**

RECEIVED  
- 2 JUN 2010  
SHEPHERD DEVELOPMENT SERVICES  
P052006 100

Lot 3



P024106 20

P059151 21

Lot 22

Lot 13

TEDDINGTON RD  
P ROAD

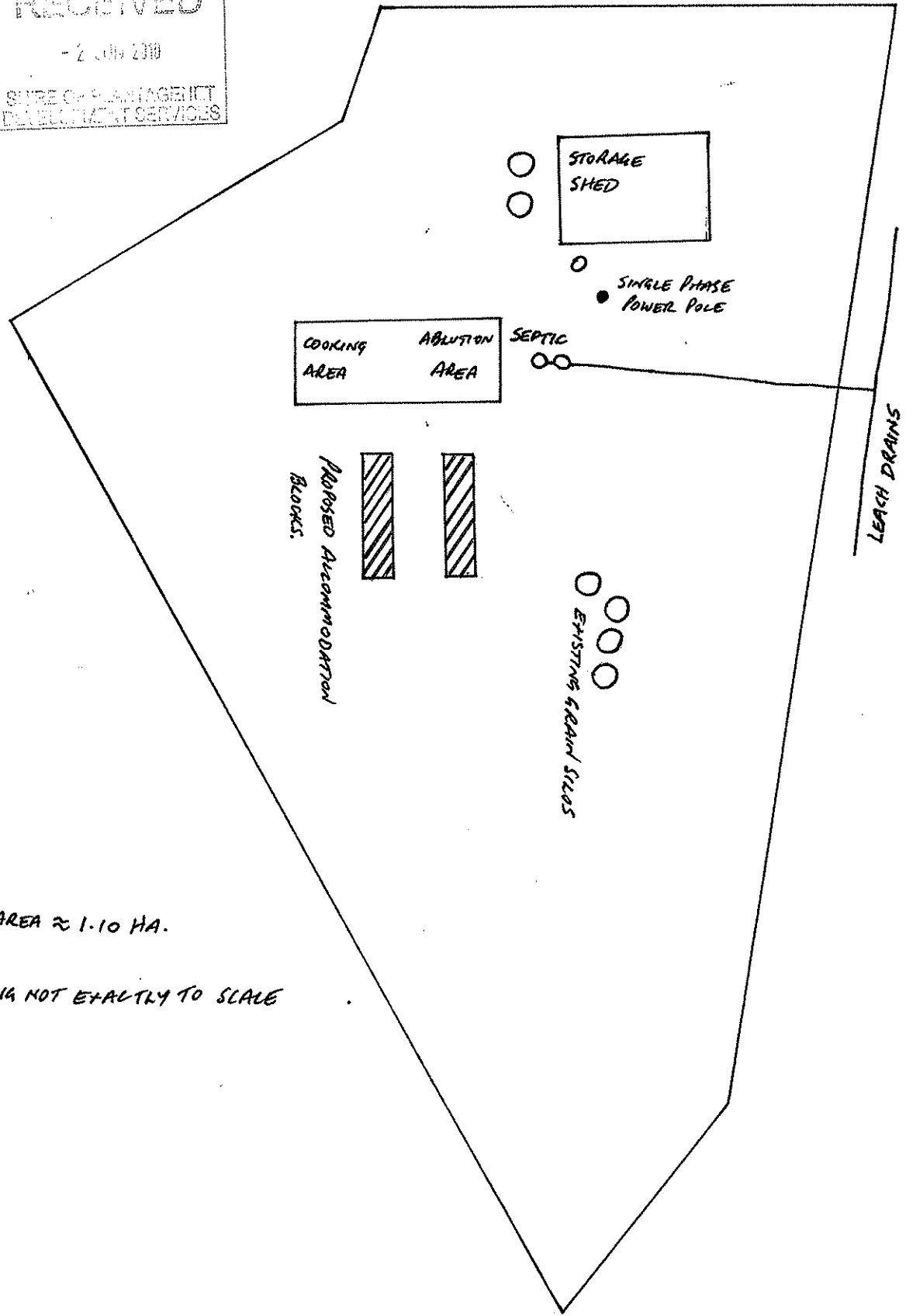
Lot 3 Muirs Highway

# SITE PLAN



PROPOSAL - FOREST HILL FARMS 275 BOYUP RD FOREST HILL.  
Pt MAY LOC 37 LOT 14 (PART)

RECEIVED  
- 2 JUN 2010  
SHIRE OF PLANNING  
DEVELOPMENT SERVICES



YARD AREA  $\approx$  1.10 HA.

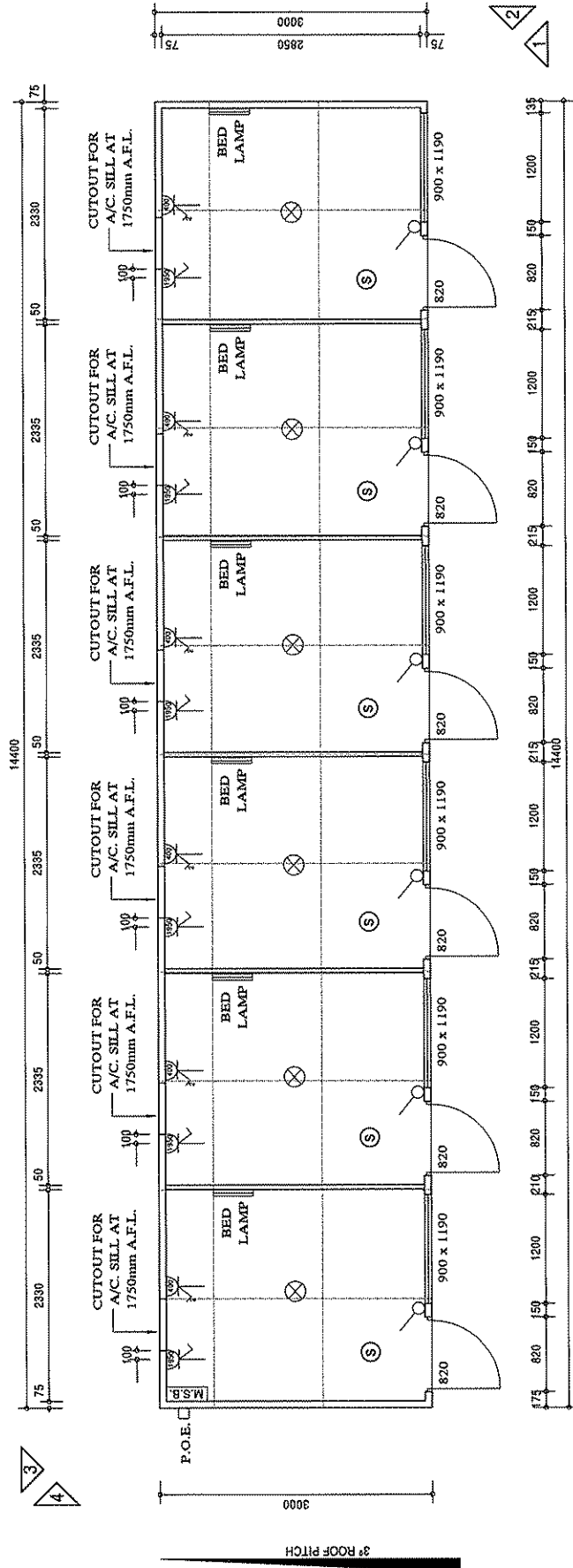
DRAWING NOT EXACTLY TO SCALE

### SITE PLAN OF PROPOSED WORKERS ACCOMMODATION LOCATION

# COMMERCIAL

SKID MOUNTED TRANSPORTABLE BUILDINGS  
 ALSO AVAILABLE IN 3.45m WIDE ( STILL NO PILOT VEHICLE REQUIRED )  
 ALSO AVAILABLE IN 4.2, 4.5, 4.8, 5.0m WIDE SECTIONS ( PILOT VEHICLES REQUIRED )

- NOTES:**
1. MERINO PANELS
  2. BARGE, FASCIA & CORNERS - MIST GREEN
  3. DOESKIN WINDOWS
  4. ELECTRICAL AS SHOWN
  5. VINYL ( 2mm ) DESERT SAND
  6. 1.2m URINAL



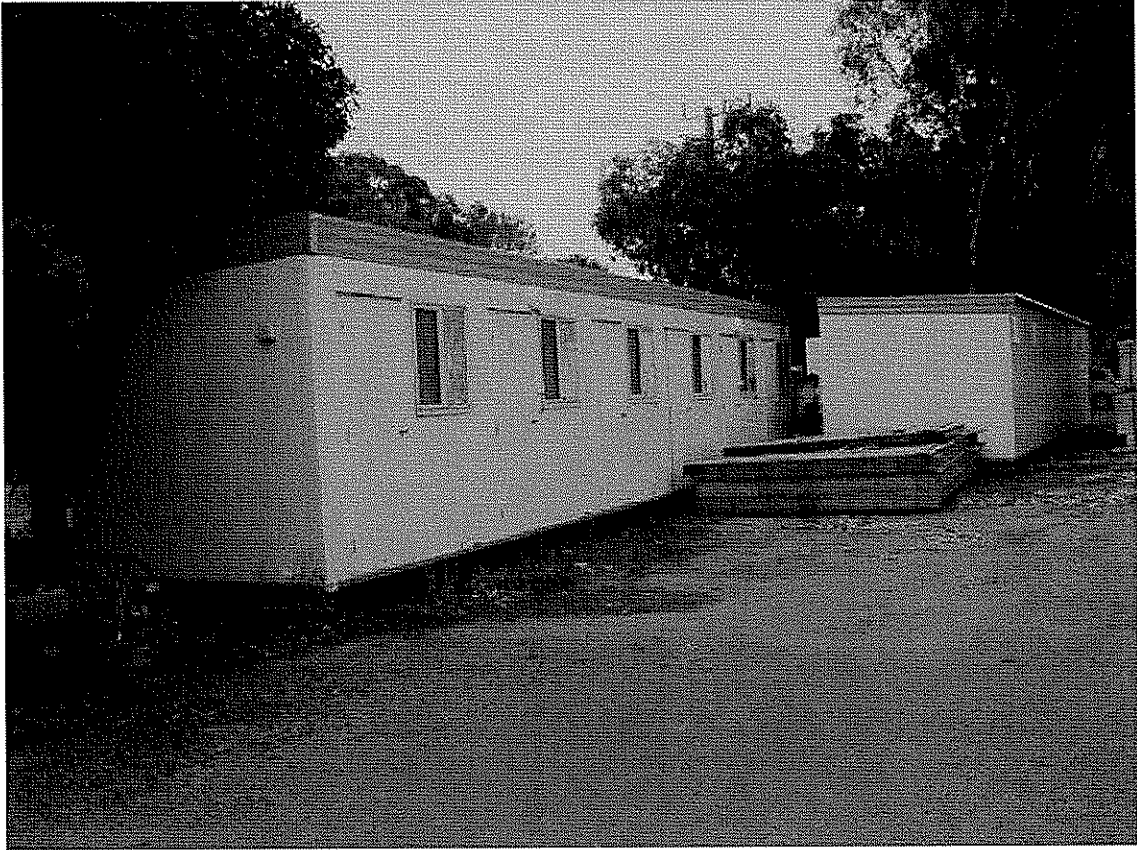
## FLOOR PLAN

SINGLE GPO @ 400mmH	DOUBLE GPO @ 400mmH	AIR COND. POWER SUPPLY	DOUBLE FLUORO LIGHT	M.S.B.	TELEPHONE POINT
SINGLE GPO @ 1200mmH	DOUBLE GPO @ 1200mmH	BAYONET LIGHT FITTING	DOUBLE FLUORO LIGHT DIFFUSED	JB	GAS BAYONET
SINGLE GPO @ 1500mmH	DOUBLE GPO @ 1500mmH	WALL MOUNT. BAYONET LIGHT	SINGLE SWITCH	WAS	SMOKE DETECTOR
SINGLE GPO @ 1950mmH	DOUBLE GPO @ 1950mmH	SINGLE FLUORO LIGHT	2 WAY SWITCH	T	WEATHER PROOF EQUIPMENT

DRAWN BY: GDB		DATE: 20/09/06		CLIENT:	
ALCO BUILDING CONSULTANT:		20/09/06		BUILDING TYPE: 14.4m x 3.3m = 47.5sqm - ACCOMMODATION	
CLIENT:		DESIGN REGION: A		DRAWING TITLE: FLOOR PLAN	
SCALE: 1:50	SHEET: 1 of 3	TERRAIN CAT: 3	M.P.S.	JOB No.:	
APPROVAL SIGNATURES			INITIALS	DWG No.:	
THIS DRAWING IS COPYRIGHT AND THE PROPERTY OF ALCO BUILDING COMPANY REPRODUCTION IN FULL OR ANY PART REQUIRES PRIOR WRITTEN AUTHORITY.			1:50	REV: 0	

**ALCO**  
 BUILDING COMPANY PTY. LTD.  
 ARN No. 3269 683 6337  
 Factory Tel: (08) 94391630  
 Factory Fax: (08) 94391606  
 Mobile: 0411 424 172



**TYPICAL TRANSPORTABLE DWELLING (DONGA)**

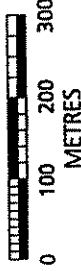
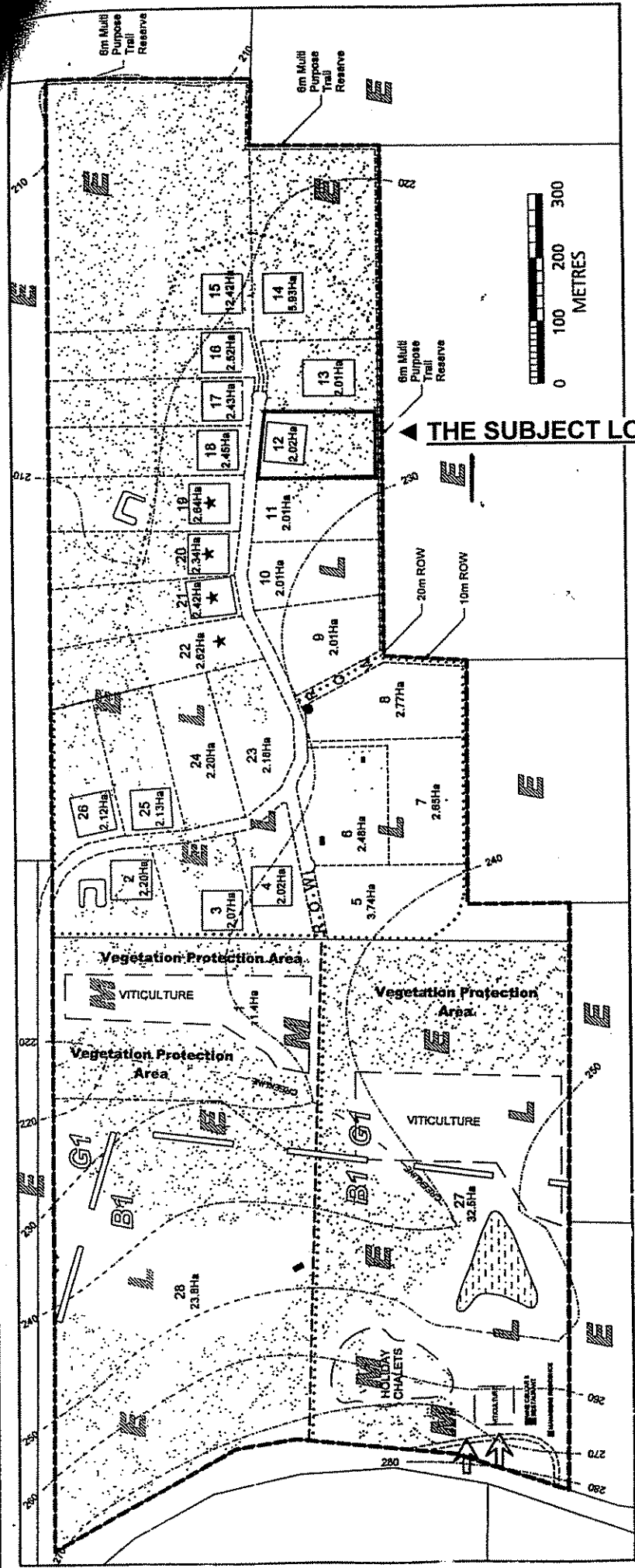
Council

Lot 811 Stoney Creek Road, Porongurup - Family Day  
Care

Location Plan  
Bush Fire Hazard Assessment Plan  
Site Plan  
Floor Plan  
Elevations

Meeting Date: 06 July 2010

Number of Pages: 6



**Bush Fire Hazard Legend**

[Symbol]	Extreme - Bush Areas
[Symbol]	Moderate - Parkland Cleared
[Symbol]	Low - Cleared Areas



SCALE  
1:6500

Figure 2.

95-55-18/VR

**General Legend**

[Symbol]	Subject Land
[Symbol]	Proposed Subdivision
[Symbol]	Remnant Vegetation Protection
[Symbol]	Building Envelopes
[Symbol]	Existing Buildings
[Symbol]	Existing Dams
[Symbol]	Strategic Firebreaks
[Symbol]	View Corridor to the Stirling
[Symbol]	LRS Precinct
[Symbol]	ATUs & Cutoff Drains may be
[Symbol]	Standpipe - Water Point

**Bush Fire Hazard Assessment**

Plantagenet Locations 4853 & 6052  
Mt Barker Porongurup Road & Harma Road  
Mt Barker, Shire of Plantagenet

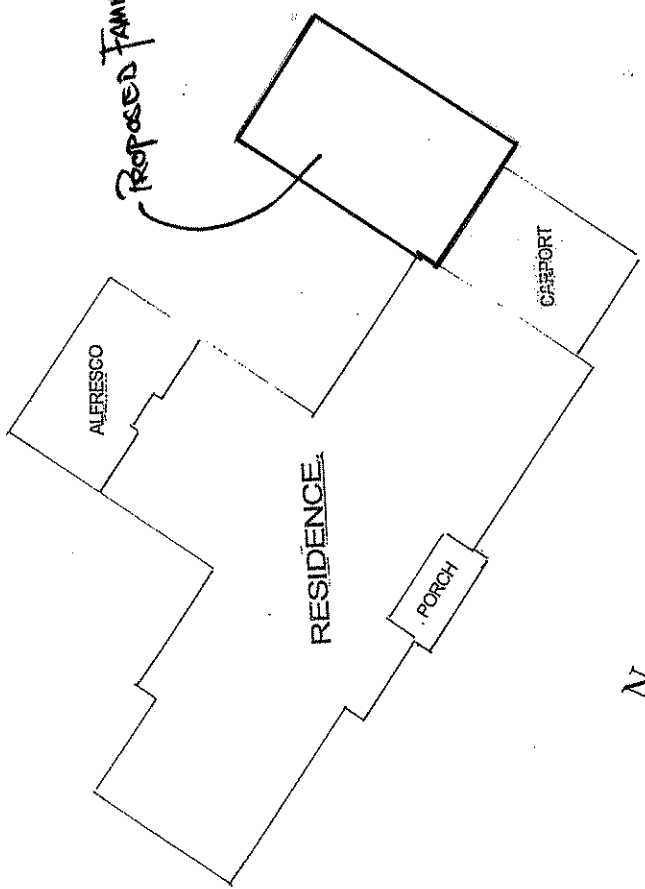
**Ayton Taylor Burrell**  
Consulting Engineers & Regional Planners  
11 Dukes Way, Mount Pleasant, Perth, Western Australia 6150  
Phone: 081 942 2100 Fax: 081 942 1100

**BUSH FIRE HAZARD ASSESSMENT PLAN**



PROPOSED FAMILY DAY CARE

RECEIVED  
- 5 JUL '10  
SHIRE OF  
PLANTAGENET



*Alm* 28/07/10

PROPOSED INCIDENTAL ACTIVITY  
FAMILY DAY-CARE FACILITY

PROJECT CLIENT :  
**FORWARD**

ADDRESS:  
LOT 811  
STONEY CREEK ROAD  
PORONGORUP

90°

P.A.W.

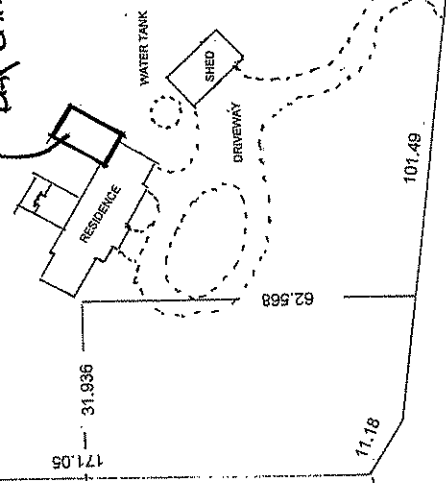
115.44

Lot 811  
2.0992 H A

Lot 810

184.33

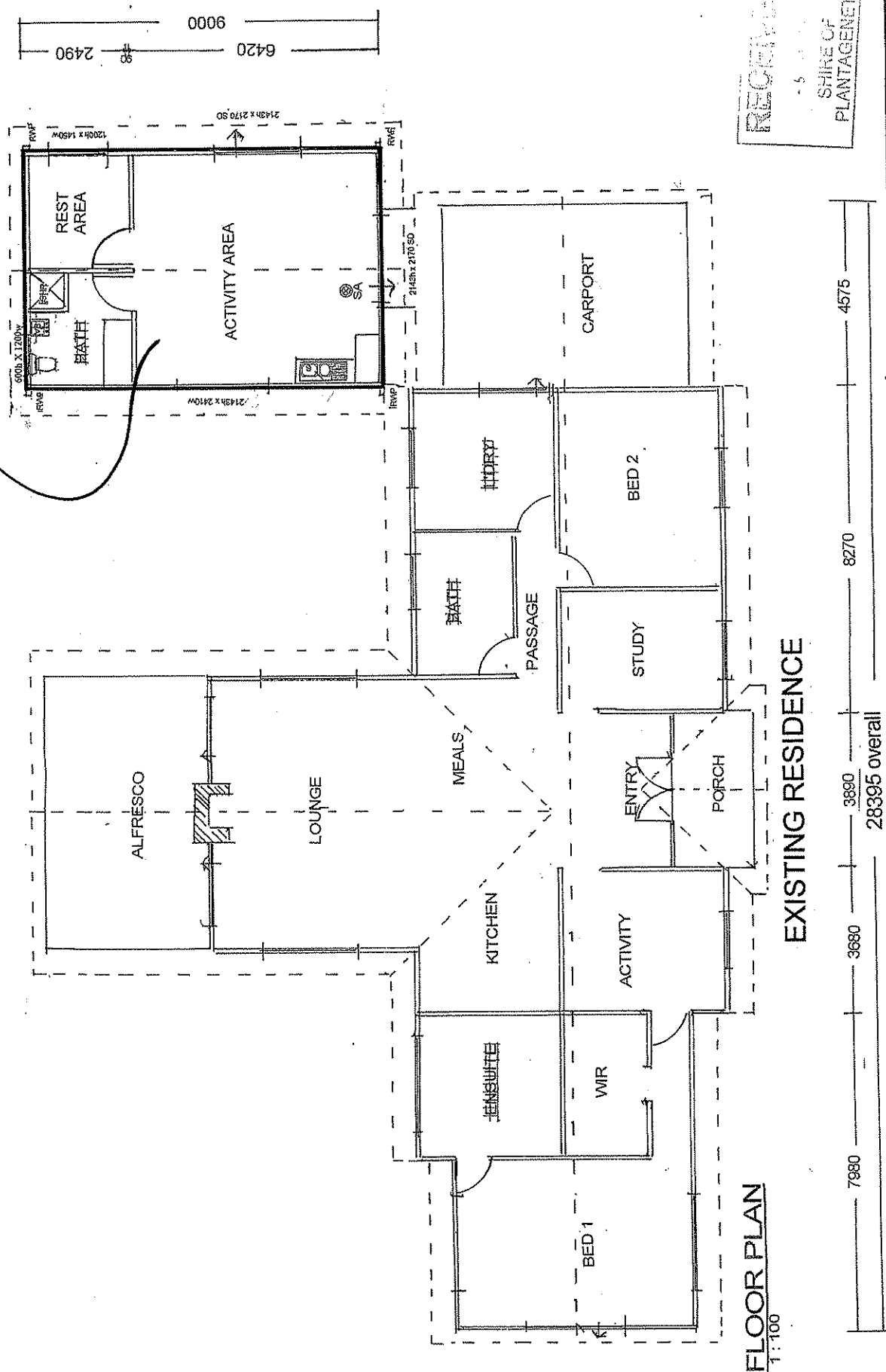
PROPOSED FAMILY  
DAY CARE



STONEY CREEK RD.

# SITE PLAN

PROPOSED FAMILY DAY CARE



RECEIVED  
SHIRE OF PLANTAGENET

20/04/10

FLOOR PLAN  
1:100

EXISTING RESIDENCE

17610 overall  
5090  
6970  
4075

7980  
3680  
3890  
8270  
4575  
28395 overall

FLOOR PLAN

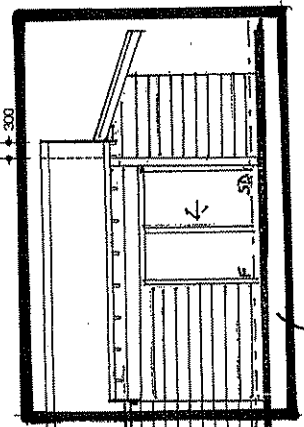
PROJECT/CLIENT :

FORWARD

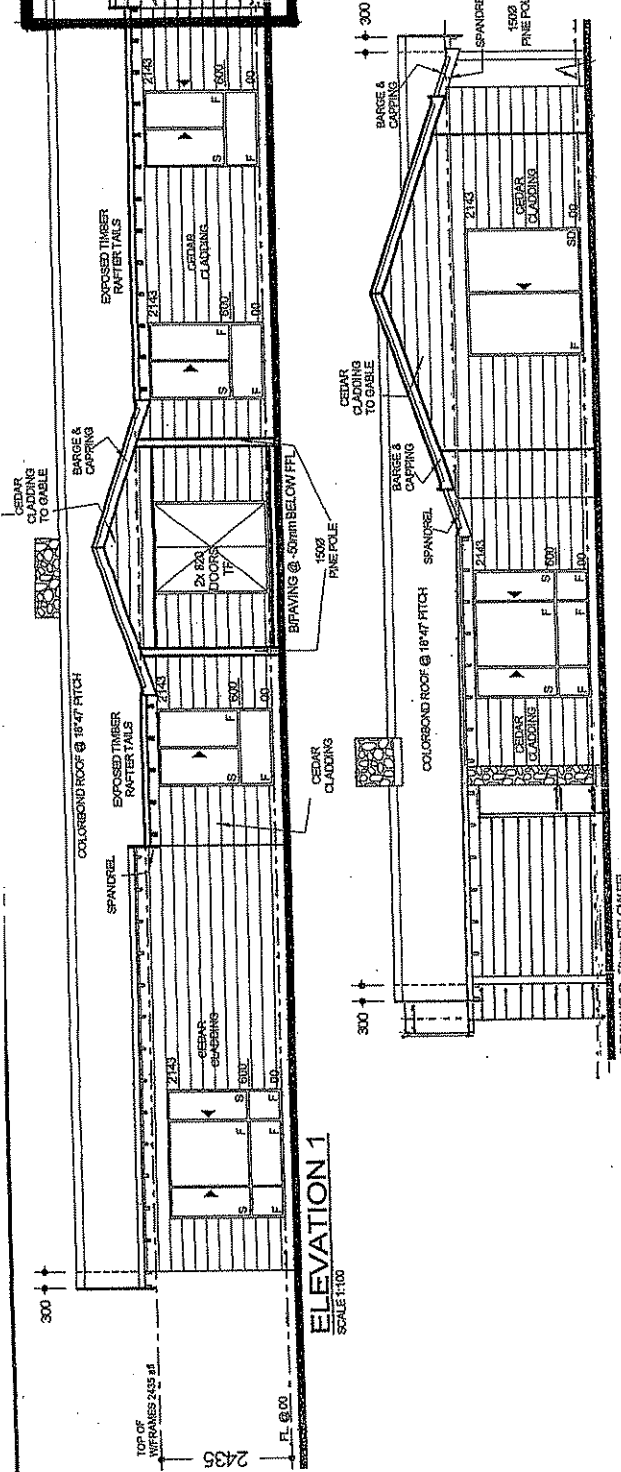
ADDRESS.

LOT 811  
STONE CREEK ROAD  
PORONGORUP

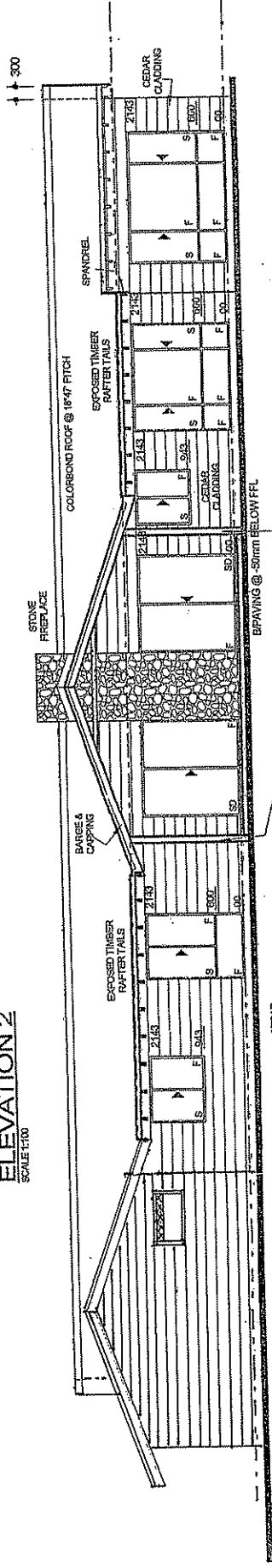
PROPOSED INCIDENTAL ACTIVITY  
FAMILY DAY-CARE FACILITY



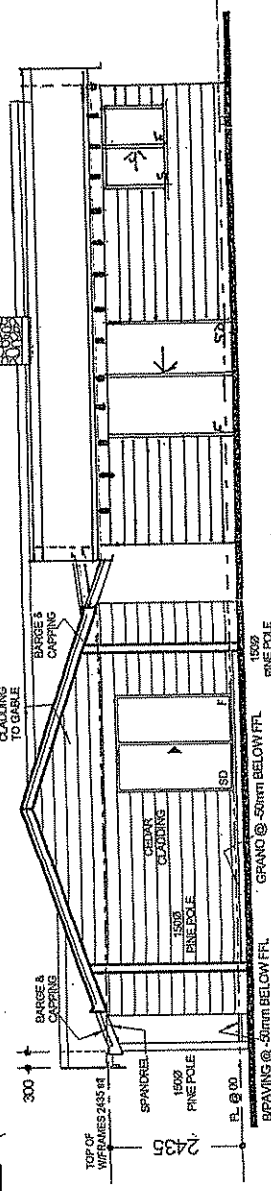
PROPOSED FAMILY DAY CARE



ELEVATION 2  
SCALE 1:100



ELEVATION 3  
SCALE 1:100



ELEVATION 4  
SCALE 1:100



RECEIVED  
SHIRE OF PLANTAGENET

28/07/10

PROPOSED INCIDENTAL ACTIVITY  
FAMILY DAY-CARE FACILITY

PROJECT/CLIENT : **FORWARD**  
ADDRESS :  
LOT 811  
STONEY CREEK ROAD  
PORONGORUP

ELEVATIONS

# Council

## Denbarker and Amarillup Roads - Renaming

Summary of Submissions

Map

Meeting Date: 6 July 2010

Number of Pages: 8



**PROPOSED ROAD RENAMING – DENBARKER ROAD AND PART OF AMARILLUP ROAD  
SUMMARY OF SUBMISSIONS**

<b>Submission No.</b>	<b>Name/Address of submitter</b>	<b>Summary of Submission</b>
1.	Basil and Lorna Drage 165 Denbarker Road Mount Barker WA 6324	<p>In response to your letter 28 May 2010 re the proposal to rename part of Amarillup Road and Denbarker Road we wish to oppose this again and make the following points.</p> <p>Denbarker Road was named in mid 1950's when development of the Denbarker War Service farming area began (some 40 properties). It has been and still is the name that recognises and lead into this farming district. It is part of district history, just like Woogenellup Road and Perillup Road etc are.</p> <p>The supposed confusion between the Denmark-Mount Barker Road and the Denbarker Road is excuse for this proposal, not a reason, as clear signage identifies these two very different roads. The new entrance off Muirs Highway to the Denmark-Mount Barker Road makes it more prominent than ever, so this is clearly not an issue.</p> <p>As property owners on the Denbarker Road since its development, we are very opposed to any change to the road name or our property address.</p> <p>The name Seymour Road is appropriate where it is as former residents, the Seymour family were original War Services farmers along that section of road.</p> <p>If any change is needed, Denbarker Road should be extended south to the Springs Road corner, where there is clearly a change of roads. Most importantly, it would also then connect to the recently built Denbarker War Memorial.</p> <p>This is the second name change attempt in three years, last time he tried for a change of the road name (Denbarker Road) and fail.</p> <p>We hope you will reject the proposal in light of the issues we have raised.</p>
2.	Philip Drage 481 Denbarker Road Mount Barker WA 6324	<p>I oppose any name change.</p> <p>Reasons a road name where practical needs to:</p> <p>a) Indicate where a road goes e.g. Woogenellup Road goes to Woogenellup. Porongurup Road goes to Porongurups.</p> <p>b) Provide property addresses e.g. 123 Denbarker Road</p> <p>Any change to a road name of long standing (Denbarker Road named in 1950s) is confusing and disruptive for many years.</p>
3.	Aaron Drage PO Box 149 Mount Barker WA 6324	<p>I am against any name change to the Denbarker Road.</p> <p>I have lived on Denbarker Road all my life and still I do not want to change, all my block and postal address. It will be harder</p>

		for me that the odd people that get lost.
4.	Linda White 165 Denbarker Road Denbarker WA 6324	<p>In regards to the proposal to re-name part of Amarillup Road and Denbarker Road I would like to say initially when the name change proposal was presented to me via petition I could immediately relate to the odd time confusion had arisen over the Denbarker and Denmark-Mount Barker Road. However only being new to the district. I had failed to take into account the history and connection the people in this area have to this settlement. I had also failed to consider the enormous issues associated with the name change, maps, titles, mortgages, business registrations, lease agreements and all other personal information. This inconvenience of time, fuel, photocopying, faxing and signed letters, not to mention all the related costs would make this my own personal nightmare. A lost purse is bad enough.</p> <p>We are a small community with very little traffic and I believe that for the occasional visitor that cannot understand simple direction (25km west on Muirs Highway from main roundabout) it should definitely be left as it is.</p> <p>Instead of creating havoc for our residents amend incorrect information on the internet where Wikipedia states (re Mount Barker, WA) 'the locals refer to the Denmark-Mount Barker Road as Denbarker Road. This is advertised world wide and does nothing to help, only confuse. 'Read the signs people.'</p> <p>I formally request my signature on the petition to be removed.</p>
5.	Barry and Deb Drage 23 Pardelup Road Forest Hill WA 6324	<p>I oppose any name change to Denbarker Road.</p> <p>This is the second time in three years they have tried to change the name of Denbarker Road – I am against it.</p> <p>My property joins Denbarker Road and I have lived in this area for over 40 years and do not wish to change the name. This name change will cause other problems for the residents living on this road, so we have had this road as 'Denbarker Road' for the past 55 years we don't need to confuse the issue again.</p>
6.	Elders Forestry Limited 146 Aberdeen Street Albany WA 6331	<p>Thank you for considering the company's interests in your proposal to rename part of Amarillup Road and Denbarker Road.</p> <p>The change will not unduly influence the company's business. Elders Forestry supports the change to rationalise the number of road names in the district and avoid confusion for non-local road users.</p>
7.	Australian Bluegum Plantations Pty Ltd 3/191 Chester Pass Road Albany WA 6330	Australian Bluegum Plantations has no objections to the name change.
8.	Kevin and Lyn Forbes PO Box 196 Mount Barker WA 6324	<p>Denbarker Road was named in the mid 1950s when development of the Denbarker War Service farming area began. Some 40 properties were allocated. It has been and still is the name that recognises and leads into this farming area. It is part of district history, just like Woogenellup Road and Perillup Road etc are.</p> <p>We spent eleven years farming two of those 40 properties and leasing another. In that time, there was not even any confusion on how to find our residence.</p> <p>If any change is required, the Denbarker Road should be extended south to The Springs Road corner, where there is a change of roads and road names. Most importantly, <i>it would then connect to the junction where the recently built Denbarker War Memorial has been erected.</i> This memorial clearly 'makes a statement'. It causes us to remember those who had returned from war and were allocated a War Service Land Settlement block where after starting out under difficult circumstances</p>

		<p>families managed to shape a farming area which became well respected as an agricultural land location and as part of the 'rich and beautiful Plantagenet.'</p> <p>Changing the Denbarker Road name would delete a very important part of the history of the Shire of Plantagenet.</p> <p>Please note, Denbarker as a name must hold some significance. It has been added to the Forest Hill Hall title.</p>
9.	<p>Jean Lynch 239 Denbarker Road Mount Barker WA 6324</p>	<p>I have been a resident of the Forest Hill/Denbarker region for over 50 years and am against the proposed road change for many reasons.</p> <p>The area of Denbarker was taken up by war service settlers and their families in the 1960's. The road name is the main identification that signifies that this area existed. This is important to past and present families of these settlers. Many of these families and their descendents still have a strong attachment to the area, as demonstrated by a recent reunion of settlers to celebrate 50 years of the settlement in the Denbarker area.</p> <p>My second point refutes the argument that the name should be changed because it is confusing with the Denmark Road. In the 54 years that I have been a resident on this road we have had very little confusion with tourists or visitors finding their destination. I feel that it would create greater confusion and disruption to all concerned to change the Denbarker Road to Seymour Road. In addition now that the Denmark Road has become the Denmark-Mount Barker Road any similarity of road names does not exist.</p> <p>I hope that you will give this matter careful consideration before any decision is made.</p>
10.	<p>Ron Lynch 239 Denbarker Road Mount Barker WA 6324</p>	<p>Having lived in Forest Hill/Denbarker area for 65 years and living down Denbarker Road for some 29 years, I feel Denbarker Road should retain its name, as it is an arterial road that leads to a given area and not just to an individual's property.</p> <p>Denbarker Road was upgraded in the late 50s and early 60s to service 40 war service land settlement farms. By continuing Seymour Road onto the highway I feel it is an injustice to the other 39 returned service personal that originally farmed the area. I would like to see the Denbarker Road stay as it is.</p>
11.	<p>Clive Drage 239 Denbarker Road Mount Barker WA 6324</p>	<p>As a lifetime resident at the Forest Hill/Denbarker region I am strongly against the proposed name change.</p> <p>This matter was raised locally three years ago and resident ratepayers, who have been in the area for a long time, voted against any name change. Since this matter was raised a significant change has already been made to address the issue of a perceived confusion and that is the change of the name Denmark Road to Denmark-Mount Barker Road and is now well sign posted.</p> <p>Another aspect is the historical significance of the name Denbarker Road. It leads to the Denbarker region and I feel that it is important to maintain and preserve our local history and heritage for future generations. This point is probably lost on new residents who are often not ratepayers and are short-term stayers. This historical significance was demonstrated in a recent reunion of war service settlers of the region. Even though many of the settlers have since retired they still have fold memories and a strong attachment to the area.</p> <p>As a second-generation farmer in this area, I have seen many changes, one of the main one's was the development of the Blue Gum Industry. This has seen a major reduction in the size of the community in the Denbarker/Forest Hill region and a big change in its character.</p> <p>Our family has chosen to continue farming in this area and have made a major commitment long term to this area. We have a</p>

		<p>farming business that incorporates a Merino Stud and we trade on the locality of the Denbarker/Forest Hill region in our advertising material. The locality of the Forest Hill/Denbarker region is known state wide as an area of quality Merino wool. This road name change directly affects our business, as we would have to change our business material and address. This is a major inconvenience for us, we have also recently had to change our address with the introduction of the road number system, and we can do without another change.</p> <p>Lastly I feel that the proposal and the way it was canvassed has been very divisive, which is unfortunate in a small community where we do need to rely on each other in time of crisis. No consultation was given to affected ratepayers on the change to the amendment from the original petition submission. I do not feel that this was the right thing to do.</p>
12.	<p>Pam Sounness PO Box 272 Mount Barker WA 6324</p>	<p>I wish to express my concern to the proposal of the Shire of Plantagenet to rename part of Amarillup Road (east of The Springs Road intersection) and Denbarker Road to Seymour Road.</p> <p>This concern is based on my keen interest of the local history of the Shire of Plantagenet and my belief that where practical and possible the heritage of the area should be retained.</p> <p>I declare that I was a signatory on the petition presented by Mr Darrel Drage to the Council at the meeting held on 4 May 2010. According to the Meeting Minutes the first section of the petition stated the following:</p> <p><i>'We agree the road name should be changed from Denbarker Road to Old Pile Road as has been used from the 1880's to help stop continued confusion between Denbarker Road and the Denmark Road. Some maps have called both roads the Debarker Road (including Tourist Bureau maps)'</i></p> <p>I, at the time, supported the possible change to Old Pile Road as it was historically linked to this location but I am afraid that I cannot support the renaming to Seymour Road.</p> <p>If this decision results in the necessity to delete my name from the petition then I request you to do so.</p> <p>Since the publication of the 'Proposed Road Renaming' submission announcement in the Plantagenet News, dated 9 June 2010, I have carried out research on the history of the Denbarker area and revisited the site of the roads concerned.</p> <p>My research has clearly revealed that the renaming of the road to Seymour Road will be totally inconsistent with the development and history of the area. It is the locality of Denbarker and the road was formed and later sealed to enable access to the area and this directional road naming should be retained.</p> <p>I still however strongly support the request for more precise signage.</p> <p>My investigation has shown that the confusion must surely arise from human error and I feel this can be corrected.</p> <p>If the Shire of Plantagenet could ensure that modern electronic mapping facilities are correct, produce an updated clear map to be issued for public distribution and endeavor to have more appropriate signage strategically placed within the vicinity the chance of any further confusion should be minimal.</p> <p>I am aware that since the completion of the new Muirs Highway and Denmark-Mount Barker Road junction the erection of very clear precise signage has alleviated some of the possible confusion with the Denbarker Road.</p> <p>Noticeably along Muirs Highway all side roads other than the Denbarker Road have appropriate pre-warning signs indicating that one is approaching a minor road (e.g. Jones Road, St Werburghs Road, Whitworth Road).</p>

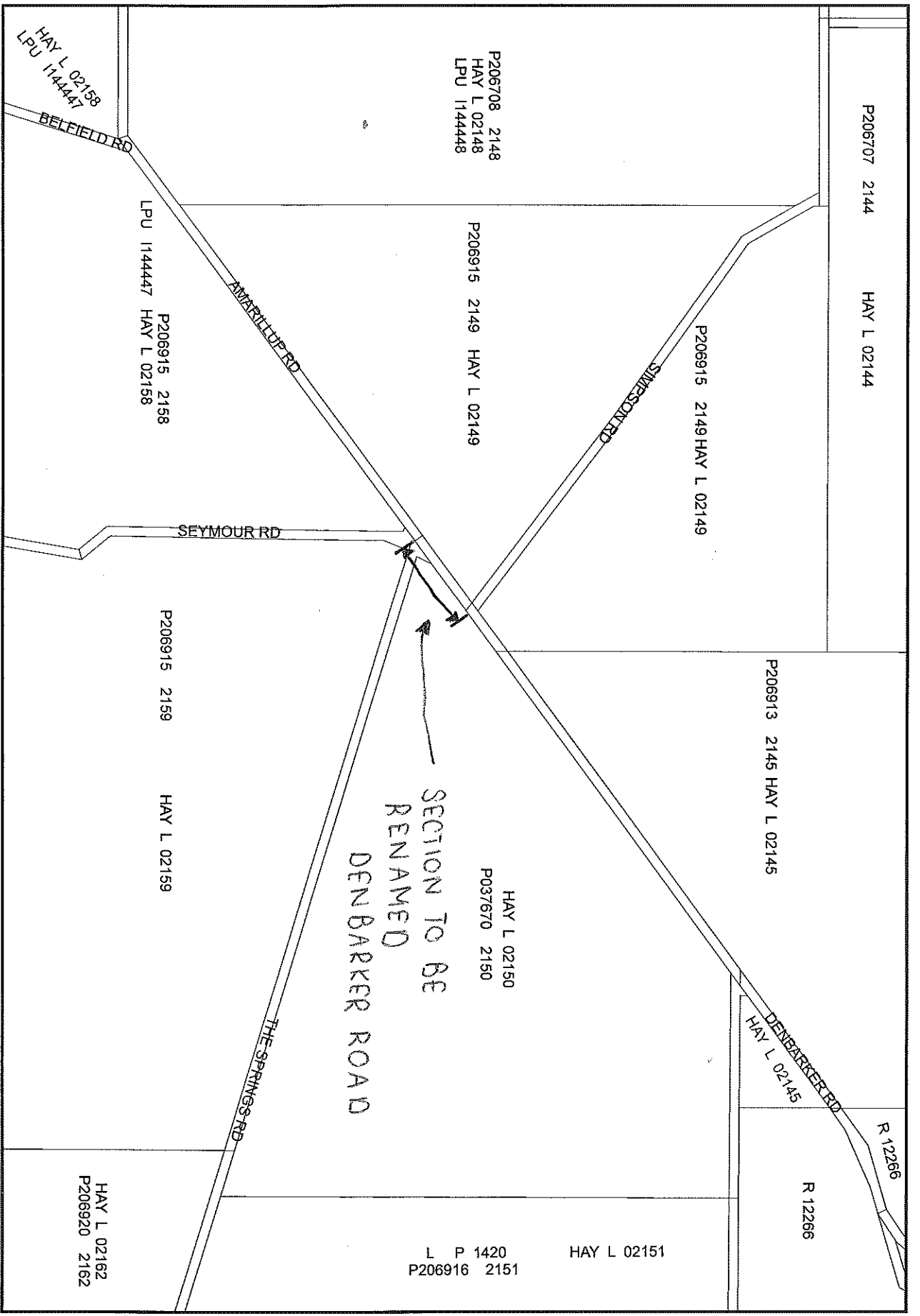


		<p>If two of these yellow signs carrying the name Denbarker Road could be placed in strategic positions on the Muirs Highway further confusion could be prevented.</p> <p>I thank you for providing the opportunity to forward a submission regarding this proposed road name change and trust that some consideration will be given to my input.</p>
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### SUBMISSIONS RECEIVED PRIOR TO ADVERTISING PERIOD

Submission No.	Name/Address of submitter	Summary of Submission
1.	Robert Barker 65 McCook Road Mount Barker WA 6324	<p>I Robert Barker strenuously object to the petition raised by Mr Darrel Drage on the 4 May to change Denbarker to Old Pile Road.</p> <p>I have recently purchased Lot No. 1784 Denbarker Road and oppose any name changes to this road.</p>
2.	St John Ambulance Australia Mt Barker Subcentre PO Box 133 Mount Barker WA 6324	<p>A group of local residents, headed by Darryl Drage, want to change the name of Denbarker Road to its original name of Pile Road.</p> <p>Many people are concerned that this road gets confused with the 'Denmark-Mount Barker Road'.</p> <p>There have been incidences in the past where the emergency services have been called to a vehicle crash and police and fire fighters have ended up on the wrong road. Whether the caller gave the communications centre the wrong road name or volunteers went to the wrong road we cannot say.</p> <p>I know that even with our own volunteers on training night, there has been confusion and misunderstanding with the two road names. As volunteer groups people are always changing, we are becoming less reliant on local knowledge as we attract more people with no local history and knowledge.</p> <p>We ask that you consider this proposal of road name change to do away with confusion on this matter.</p>
3.	St John Ambulance Australia Denmark Subcentre PO Box 198 Denmark WA 6333	<p>There is frequent confusion about the use of Denbarker Road, and the Denmark-Mount Barker Road. You are probably aware that many people in Denmark refer to the Denmark-Mount Barker Road as Denbarker Road.</p> <p>In an emergency situation, a person calling 000, could give an address as Denbarker Road when in fact the emergency is on the Denmark-Mount Barker Road. Bear in mind that the phone operator at the emergency centre in Perth does not know the local area and would not think to distinguish one from the other.</p> <p>The situation has the potential to greatly delay the response time of an ambulance, and one day may place somebody at greater risk than necessary.</p> <p>We would strongly support that the Denbarker Road name be changed to another name.</p>
4.	Tom Rouse 2 Martin Street Mount Barker WA 6324	<p>I strongly support the motion proposed by Darryl Drage that the Denbarker Road be renamed to something else less confusing such as Seymour Road or Pile Road as suggested.</p> <p>This is because I have found that on many occasions people have confused the Denbarker Road with the Denmark-Mount</p>

		<p>Barker Road and not been able to find their destinations.</p> <p>I have personally met several people in the area looking for the Denbarker Road and some have gone all the way to Denmark before realising they have made a mistake.</p> <p>Fortunately this has not been an emergency however it has the potential to cause confusion which may delay the arrival of an emergency services vehicle.</p>
5.	<p>Sharon Rouse 2 Martin Street Mount Barker WA 6324</p>	<p>I strongly support the motion proposed by Darryl Drage that the Denbarker Road be renamed.</p> <p>I have found that on occasions people have confused the Denbarker Road with the Denmark-Mount Barker Road and not been able to find their destinations.</p> <p>As a Community Nurse there has been occasions where this has been an issue and staff has been unable to locate clients. Fortunately this has not been an emergency.</p> <p>However it has the potential to cause confusion which may delay the arrival of emergency services.</p> <p>I believe that renaming the road would assist in removing some of this confusion and clearly define roads for locals, tourists and emergency services.</p>
6.	<p>Neville and Carolyn Lindberg 656 Seymour Road Denbarker WA 6324</p>	<p>We wish to express our support in respect to the road renaming of Denbarker Road.</p> <p>Our property is located at the end of Denbarker Road section which is referred to as Seymour Road and on numerous occasions we have assisted tourists in their attempts to find Denmark.</p> <p>When in Mount Barker and Denmark ourselves we often hear people referring to the Denmark-Mount Barker Road as the Denbarker Road when giving directions to people. This has been reflected recently in the associated food and wine festival brochures giving directions to wineries and trout farms. Also in local newspapers in respect to a recent truck accident.</p> <p>When directing people to our property they always asked why the name of the road does not follow through from Muirs Highway to Blue Lake Road as they have found it confusing when referring to maps.</p> <p>We appreciate that the issue is not a local one and there is a set process in resolving these types of complaints however we feel that the renaming of Denbarker Road will assist the greater community.</p>



## Council

Centenary and Wilson Parks Playground Equipment

Examples of Playground Equipment (Attachment One)

Selection of Plants (Attachment Two)

Proposed areas for equipment and tree plantings  
(Attachment Three)

Meeting Date: 6 July 2010

Number of Pages: 5



# Attachment One-

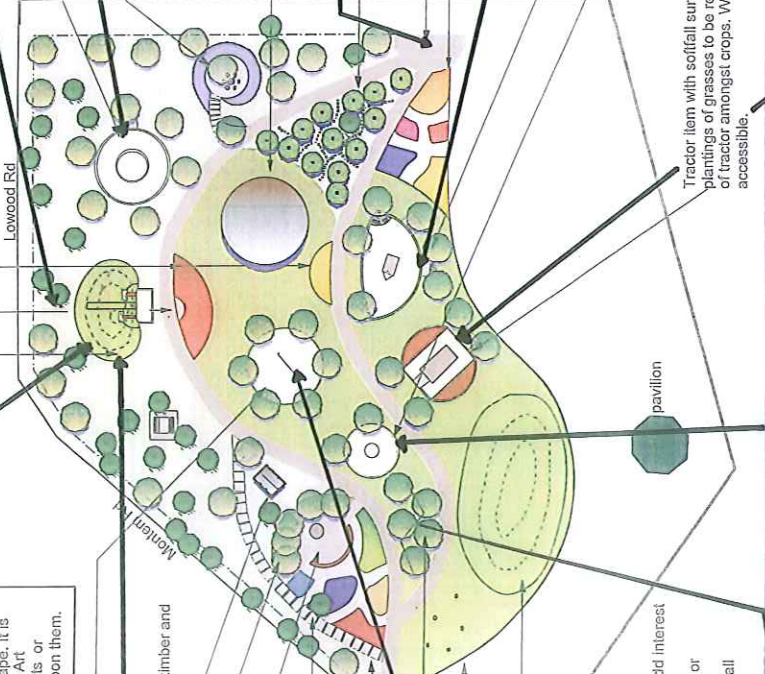
## Examples of playground equipment.



**Playground Theme**  
The Nature Based Playground to be developed within the Centenary/Wilson Park Precincts is to have a Rural/Native Animal Theme as identified through workshops with School Children from the Mt Barker Primary School. This theme has been developed through the use of Natural and Recycled materials throughout the landscape. It is anticipated that as funds allow various Sculptural and Public Art projects will further enhance this theme. Recycled timber posts or local rock could have sculptures of native animals situated upon them.



Wood with twin slides, sand soft fall at base of slides. Informal rock steps up mound with pockets of hardy grasses. Recycled timber platform, softfall or paving at top for access to slides. Concrete tunnel through mound (design by engineer). Fun Mirror with backdrop native plantings. Bird attracting native plantings.



**Corcorand Climbing Net with sand soft fall.**  
**rainy garden** - Low table with seating around (possible tractor seats as approved by Kidsafe). Mixed sensory plantings around, low sleeper 'wall' random heights between 800-1200mm high to enclose area whilst still allowing views into area. Access along sleeper and limestone path.  
Mixed plantings of Eucalypt species with interesting nuts and caps around.  
Shade structure constructed from recycled timber posts and corrugated iron roofing. 4 x Picnic tables underneath.



**Timber Swing with sand soft fall**  
**Shopfront** - Facades under Shade Shelter made from recycled timber and a mix of corrugated colorbond and/or weatherboards.  
**Backdrop** to stage of Eucalyptus underplanted with grasses on low mounds.  
Low circular stage made from recycled timber with low rendered blockwork seat for watching performances.  
Alternatively local 'rock seats' could be used instead of rendered seat. Stags 2000mm diameter.  
Grass garden on low mounds offering different textures and movement to this area. Gravel pathways throughout.  
Recycled Timber fencing with wire mesh to enclose the playground on the three sides bounded by roads.  
Sleeper and limestone pathway 1.5m wide.  
Entry feature paving to park from carpark.  
Balance Beams less than 500mm high on grassed area.  
Tolam pole Artwork - carved timber posts featuring native animals.  
Existing mound and open space for running, rolling and ball games.



**Grove of Eucalyptus caesia (Silver Princess)** with stepping stones throughout.  
**Entry** feature paving.  
**Colour** themed plantings of native species on low mounds with gravel paths throughout.  
**Sandpit** with boat centric pieces. Possible hand pump on deck to 'flow' into sandpit.  
Spinning item with sand soft fall.

Tractor item with softfall surrounded by plantings of grasses to be reminiscent of tractor amongst crops. Wheelchair accessible.



**Landscape**



**ed Playground**










Produced for the Shire of Plantagenet by:  
Valen Leighton Garden Design  
186 Main Rd, Leighton Gardens WA 6157, Albany 0822 0252 06 0335

Poor drainage on site to be addressed by subsoil drainage system. This needs to be designed by an engineer.  
Reticulated Grass shown by Darker green colour.  
Non reticulated Grass shown by lighter green.  
Main pathways throughout site to be in situ poured concrete  
2m wide metal native animals may be laid in the concrete to add interest or pebbles pushed into surface to form animal footprints.  
The pathways may be broken up with bands of feature paving or bands of exposed aggregate concrete in contrasting colours.  
Concrete kerbing as shown on plan to perimeters of sand softfall to help prevent kikuyu invading.










# Attachment Two

## Selection of Plants – Nature Based Playground Centenary / Wilson Park

		<p><b>ALYOGYNE HAKEIFOLIA</b>  A native hibiscus growing to 2m high and a spread of 1.5, forming a rounded shrub.  Alyogyne is a lovely native hibiscus with slightly cupped flowers with overlapping petals.  The foliage features grey-green deeply lobed leaves, that ensures an attractive plant even when not in flower.</p>
		<p><b>ANIGOZANTHOS SPECIES</b>  Anigozanthos are great water-saving plants and so versatile. As a potted feature plant or en-masse in the garden, Bush Gems will display the colours of Australia with an impressive range of colours and heights.</p> <p>When considering environmental and lifestyle requirements, kangaroo paws come out on top, offering a hardy, low maintenance plant with a very unique style and the added bonus of attracting birds to the garden. Bush Gems also make for stunning cut flowers that can be used in the home.</p>
		<p><b>BRACHSCOME SPECIES</b>  Ideal as ground covers, growing to a height of 25cm. Features masses of large, soft mauve flowers which fade to white.. Heat and cold tolerant</p>
		<p><b>CHORIZEMA CORDATUM</b>  A small scrambling shrub to 50cm high with heart shape leaves and bright red and orange pea shaped flowers.</p>
		<p><b>CROWEA 'RYAN'S STAR'</b>  A compact small shrub 50cm x 50cm, with dark green foliage and bright pink star flowers in autumn and winter. Prefers full sun to part shade. Tolerates frost, coastal and drought conditions</p>
		<p><b>EREMOPHILA 'KALBARRI CARPET'</b>  Drought tolerant grey leaf plant that grows to 50cm with small orange flowers.</p>
		<p><b>FICINIA NODOSA</b>  A native tufted rush to 1m high with fresh green foliage. Globular, brown flower heads appear in the summer months giving the plant its common name of Knotty Club Rush.</p>

## Selection of Plants – Nature Based Playground Centenary / Wilson Park

		<p><b>HARDENBERGIA 'BUSHY BLUE'</b> A low mounding shrub growing 60cm to 60cm. Hardenbergia violacea is typically a climbing, twining plant.</p>
		<p><b>LOMANDRA LONGIFOLIA</b> A native grass with weeping silver grey foliage growing to a height 50cm with fragrant yellow flowers.</p>
		<p><b>LOMANDRA LONGIFOLIA 'TANIKA'</b> A fine leaf with deep green foliage grows with attractive yellow flowers that grows to approximately 50-60cm with a 65cm spread.</p>
		<p><b>LOMANDRA 'SEASCAPE'</b> <b>Height 50cm x Width 75cm</b> Lomandra grows to a height of 50cm and width of 75cm, with fine blue/grey foliage that gently weeps, and small yellow flowers.</p>
		<p><b>EUCALYPTUS CAESIA</b> A small eucalyptus that grows to 5m with weeping foliage and red flowers in winter.</p>
		<p><b>CORYMBIA FICFOLIA</b> Red flowering gum that grows to a height of 8 – 14m. It has a rough persistent bark.</p>
		<p><b>EUCALYPTUS ERTHCORYS</b> Small, mallee type tree growing to 3m high x 2m wide. Large spectacular yellow flowers with bright red operculum (gum nut cover) and ornamental gum nuts.</p>





*preferred areas for 'play equipment' and open space for adolescent groups.*

**CENTENARY & WILSON PARK PRECINCT PLAN**

**Proposed tree plantings to be amended to suit this space.**



## Council

Centenary and Wilson Parks Precinct Plans

Public Toilet Location (Attachment One)

Option B Site Plan (Attachment One)

Skate Park Location Options (Attachment Two)

Meeting Date: 6 July 2010

Number of Pages : 4

# Attachment One

## Public Toilet Location.



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# CENTENARY & WILSON PARK PRECINCT PLAN

FINAL PRECINCT PLAN - JULY 2008

DRAWING -PP1 OF 8



Landscapes Planners Pty Ltd  
 Landscape Architecture • Environmental Planning  
 111/113 The Esplanade  
 North Sydney NSW 1585  
 Ph: (02) 9439 2200  
 Fax: (02) 9439 2201

SITE PLAN 1:500  
 0 10 20 30 40 50 100

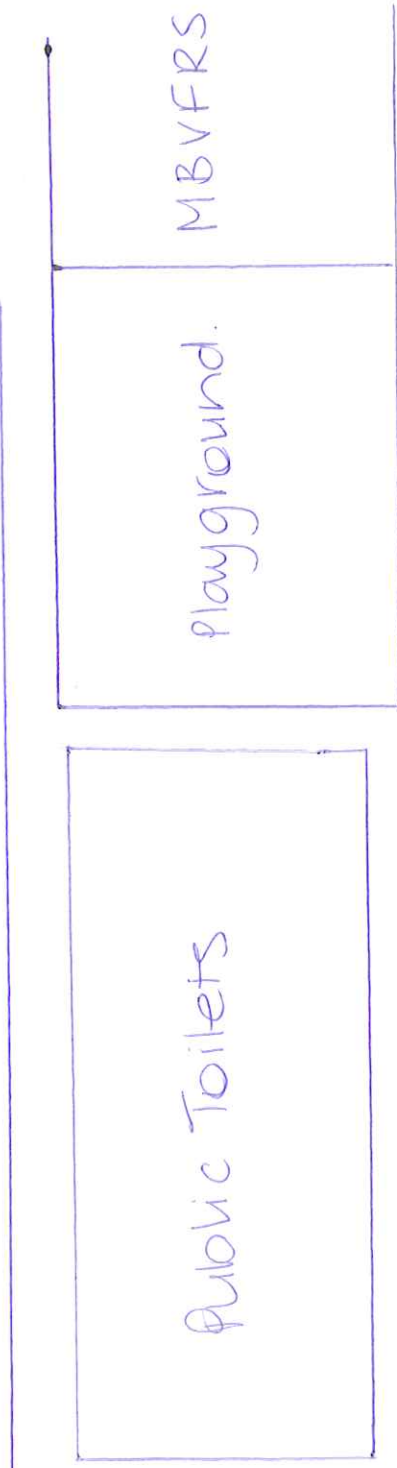


# Attachment One

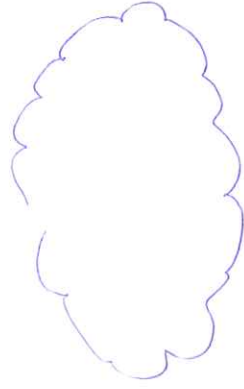
## Option B. site plan



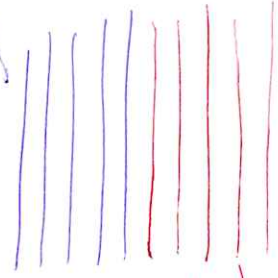
Lowood Rd



septic tank



leach drains



existing retaining wall and steps

New retaining wall and steps required to accommodate leach drains.





Council

Naming – Plantagenet Medical Centre

History of Dr Bourke

Meeting Date: 6 July 2010

Number of Pages: 3

Information prepared by Mrs Jennifer Sullivan,  
daughter of Dr Christopher Bourke.

**General Practice: 1950 – 1985**

Chris was one of the 'old school' of medical practitioners. He never had an appointment book until the last 10 years or so. The day began with hospital rounds at about 6am, followed by Mass at 8 am. He usually breakfasted at the hospital and began reading the newspaper. Then perhaps some light or major surgery might begin with Marge called in as anaesthetist mid-morning; preparations having been communicated over the phone as children were readied for school. Time was not an issue. Long waiting times in the surgery and hospital depended on these emergencies. Special priority was given to delivering babies and the health of mothers. Even planned holidays were postponed if there were special problems. Chris prided himself on his sewing technique in the case of sutures. He often worried long into the night about patients with complications and would call on colleagues from Albany or Perth to assist, with phone advice. He read medical journals to keep up with his professional development and attended conferences and workshops in Perth or abroad when possible.

The original surgery was conducted in the front room of the house on Langton Road and patients sat on the front verandah 'waiting room' in all weathers. The children frequently entertained the patients climbing trees, telling stories, wading nude in puddles, or dressing-up. In the 'new' surgery in Duckett's Building on Langton Road, patients had to sit and wait for hours until Chris had finished rounds, house calls or emergencies at the hospital. Sometimes the waiting room extended to the church fence opposite. Later the lounge-room on the farm was sometimes used as a consulting room – even in the middle of Christmas dinner.

Chris had a particular care for aborigines in the early days, especially the elders and children who endured dreadful conditions on the reserve.

A surgery and house was designed to be built in town but never eventuated due to cost. Margery assisted with anaesthetics generally, in between managing the children and all her other interests. She went back to practice fulltime in 1957 when Pauline began kindergarten.

Chris had a major car accident in 1956 on the Hay River Bridge returning from a house call. He broke ribs and a hip and was tended to by Marge. A locum was engaged to attend to the practice in his absence. Subsequently he walked with a limping gait and some activities were curtailed but he never complained. He longed for a plastic hip but was always told he was too young!

Thursday afternoon was Chris's 'day off' to tend to the farm and cattle, or engage contract workers to carry out fencing, or simply to catch up on sleep. Marge ran another surgery at Cranbrook on this day for those surrounding districts so elderly patients and those without transport could be attended, both at the surgery in the shire offices or on house calls.

Veterinary practice was 'par for the course' as part of this medical practice before Mt. Barker had a vet – dealing with cattle, delivering calves and so on. It seemed to fit with Chris's early yen to do agricultural science. He was always consulting or conversing with farmers about issues arising.

Chris was invited to join the Rotary Club and was committed to enjoying Tuesday evenings as Sergeant-at-Arms, among other roles carried out. He was honoured as a founding member of the Club, before he died, with a Paul Harris Fellow. Chris had a quirky sense of humour, fostered by such characters as the Two Ronnies and Harry Secombe and Co. which kept him going in tough times.

Another interest was the Wine Club. For years Chris assiduously watched the development of vineyards in the area, driving off each morning to see how the vines were growing on Albany Highway. He enjoyed his role as President and delighted in planning the menu to fit local and other wines.

Chris was something of a Chinese cook having developed a love of Chinese food in student days. Lunchtime reading (at whatever time lunch eventuated) consisted of ruminating over recipe books. Chris loved experimenting with all farm activities and grew a sizeable vegetable garden along with some exotic fruit trees (not so productive). Later acquisitions were a round hay bailer and a ride-on mower. He enjoyed employing migrants and others to supplement their incomes, while at the same time, gaining from their growing methods and muscle power! Frequently, in the early days, the vegetables were exchanged in a barter-like system to offset patients' inability to pay, or to show off his capacity to make things produce. Chris had a quiet love of classical music and ballet.

Chris gave much to the community of Mt Barker. He loved what he did and practised lovingly. He certainly made his mark, which still resonates today, even 25 years after his death.

In student days Chris was something of a hockey player however, with much to keep him busy in the practice in the early years he only sometimes played golf at the Mt. Barker Golf Club. He had a desire to be a TQ car racer but was satisfied with driving first his own Jaguar and then a Mercedes. They even served for carrying hay sometimes!

Council

WestNetRail

Licence to use Rail Corridor Land

Meeting Date: 25 May 2010

Number of Pages: 19





**LICENCE  
TO USE RAIL CORRIDOR LAND**

**Dated**

**2010**

**PARTIES**

**WESTNET RAIL PTY LTD**  
ABN 42 094 721 301  
("WestNet")

**SHIRE OF PLANTAGENET**  
ABN 29 084 782 574  
("User")

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## THE SCHEDULE

- Item 1 Licensed Area**
- The area of land within rail corridor at Kendenup as shown on the plan attached to this Agreement showing an approximate area of 12,650m<sup>2</sup> and located 15 metres from rail centre line together with a right to pass over rail corridor land as necessary for the purpose of access to and from the land.
- Item 2 Term**
- 5 years with a 5 year option
- Item 3 Commencement Date**
- 1 January 2010
- Item 4 User Fee**
- \$1.00 each year
- The use fee is payable to WestNet in advance on the Commencement Date and each anniversary of that date
- Item 5 Primary Purpose of Permitted Use**
- Skate Park Picnic Tables and chairs Walk trails and playground facilities platform for community use
- Item 6 Reserved Area**
- Nil.
- Item 7 Entry by WestNet**
- Contrary to Clause 9.1, no notice of entry will be provided by WestNet Rail to access to the land for rail related purposes.
- Item 8 Fences**
- Fences to be erected to 1.8m high around the Skate Board Park plus all boundaries to rail corridor as determined by WestNet Rail
- Item 9 Structures**
- No structures, other than those agreed, are to be erected on the licensed area without prior permission from WestNet Rail
- Item 10 Signage**
- All signage to be in accordance with WestNet Rail safety guidelines.

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## LICENCE TO USE CORRIDOR LAND

DATE:

2010

BETWEEN : WESTNET RAIL PTY LTD ABN 42 094 721 301  
of GPO Box S1411 Perth, Western Australia 6845

("WestNet")

AND:

SHIRE OF PLANTAGENET ABN 29 084 782 574  
Of P O Box 48 Mt Barker, Western Australia 6324

("User")

### INTRODUCTION:

- A. WestNet acts as agent of the Network Lessees in relation to the Corridor Land Lessee's rights under the Government Lease concerning the Corridor Land.
- B. The Government Lease permits the Network Lessees to grant certain rights of use and occupation in respect of the Corridor Land for permitted purposes.
- C. At the User's request, WestNet has agreed (as agent of the Network Lessees) to grant the right to use and occupy the Licensed Area to the User on the terms and conditions in this Agreement.

### 1. INTERPRETATION

#### 1.1 Definitions

In this Agreement:

- (1) **Authority** includes any governmental or public authority of any kind (including the User in its capacity as the relevant Local Authority).
- (2) **Business Day** means a day on which banks are open for business in Perth other than a Saturday or a Sunday.
- (3) **Commencement Date** means the date specified in Item 3 of the Schedule.
- (4) **Corridor Land** has the meaning given in the Government Lease.
- (5) **Energy Supplier** includes any Authority, company or other body which supplies, at WestNet's request, gas, electricity or other sources of energy to the Building or the Licensed Area.
- (6) **Expiry Date** means the last day of the Term.
- (7) **Government Lease** means the :

- 
- (a) Rail Freight Corridor Land Use Agreement (StandardGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessees and other parties; and
- (b) Rail Freight Corridor Land Use Agreement (NarrowGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessees and other parties.
- (8) **Leased Railway Infrastructure** has the meaning given in the Government Lease.
- (9) **Liability** includes any obligation to pay money or other loss, cost or expense of any kind.
- (10) **Licensed Area** means that part of the Corridor Land described in Item 1 of the Schedule including any Leased Railway Infrastructure on that part of the Corridor Land.
- (11) **Network Lessees** means WestNet Standardgauge Pty Ltd ABN 42 094 819 360 and WestNet Narrowgauge Pty Ltd ABN 42 094 786 900.
- (12) **Railway Property** means any Leased Railway Infrastructure and other equipment or facilities which:
- (a) form part of or are used by WestNet in connection with the Corridor Land; or
- (b) are used for the provision of Services;
- and which are located on or below the surface of the Licensed Area at any time.
- (13) **Rates and Taxes** includes all rates, taxes, including Licensed Area taxes, and other charges of any kind imposed by an Authority in relation to the Licensed Area or other property which includes the Licensed Area.
- (14) **Use fee** means the amount of the use fee specified in Item 4 of the Schedule.
- (15) **Services** includes all services connected to or serving the Licensed Area or parts of the Licensed Area including electric power, gas, other energy, water, sewerage, telephone and telecommunications and fire sprinkler services.
- (16) **Services Facilities** means all cables and pipes of any kind, electric power lines, telephone lines, signs and any other equipment or facilities which are used for the provision of Services and are not owned or controlled by WestNet.
- (17) **Term** refers to the period in Item 2 of the Schedule.
- (18) **Third Party Rights** means any Existing Third Party Interests (as defined in the Government Lease) and any easements, licences or other similar rights of any person, granted by WestNet or any other person or created in any other way, which :
- (a) exist at the Commencement Date; or

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(b) are granted or created at any time after the Commencement Date,  
in relation to the Corridor Land.

- (19) **User** includes the User and its successors and assigns and other person having a right to use or occupy the Licensed Area.
- (20) **User's Property** includes any buildings or other improvements erected on the Licensed Area by the User and any plant or equipment, fixtures or fittings, materials or other property which the User affixes to or brings on to the Licensed Area.
- (21) **WestNet** includes WestNet and its successors and assigns and, where the context permits, any person authorised by WestNet to do any act on its behalf for the purposes of this Agreement, including a managing agent.

## 1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (1) a reference to the User includes the User's employees, agents, contractors, subtenants, licensees, customers and any other person who is on the Licensed Area with the User's permission (direct or implied);
- (2) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;
- (3) the singular includes the plural and vice versa;
- (4) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority;
- (5) an obligation, representation or warranty:
- (a) in favour of 2 or more persons is for the benefit of them jointly and severally; and
  - (b) on the part of 2 or more persons binds them jointly and severally;
- (6) each obligation of a party to this Agreement has effect as a covenant given in favour of the party who may enforce the obligation;
- (7) if a period of time is expressed to be calculated from or after a specified day, that day is not included in the period;
- (8) a reference to a day is a reference to the 24 hour period commencing at midnight;
- (9) a reference to a month is to a calendar month and a reference to a year is a calendar year;
- (10) if the word 'including' or 'includes' is used, the words: "without limitation" are deemed to immediately follow;

- 
- (11) a reference to the termination of this Agreement includes the expiry of the Term; and
  - (12) a reference to the Term in relation to any obligation of the User is to be taken as including a reference to any period during which the User uses or occupies the Licensed Area with WestNet's consent.

### **1.3 Schedule**

The Schedule at the front of this Agreement is incorporated in and forms part of this Agreement.

### **1.4 This Agreement**

A reference to this Agreement includes:

- (1) everything forming part of this document; and
- (2) any agreed changes to this document which are recorded in a separate document.

## **2. GRANT OF LEASE**

### **2.1 Grant of Right to Use**

Subject to clauses 2.2, 2.3 and 2.4, WestNet (as agent for the Network Lessees) grants the right to use and occupy the Licensed Area to the User for the Term subject to the provisions of this Agreement.

### **2.2 Grant Subject to Third Party Rights**

The Licence granted under clause 2.1 is granted subject to all Third Party Rights.

### **2.3 Limitations**

The rights granted to the User by WestNet are limited:

- (1) to rights which WestNet is authorised to grant by the Government Lease; and
- (2) by the restrictions and conditions relating to those rights in the Government Lease.

### **2.4 User's Acknowledgments**

The User acknowledges that despite any other provision of this Agreement:

- (1) this Agreement and the rights granted to the User under this Agreement automatically terminate if the Government Lease terminates or for any other reason WestNet ceases to be entitled to grant those rights to the User;
- (2) the rights granted to the User are subject to all reservations in favour of, and any rights which may be exercised by, any party to the Government Lease in relation to the Licensed Area; and
- (3) the User does not by this Agreement have or acquire any greater interest in the Licensed Area than WestNet has under the Government Lease.

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### **3. SPECIAL PROVISIONS**

#### **3.1 Railway Property**

WestNet reserves the right to keep or use Railway Property on the Licensed Area during the Term. The User will not damage or interfere with Railway Property on the Licensed Area and will take reasonable action to prevent damage or interference to the Railway Property by other persons

#### **3.2 Reserved Area**

If the details of an area forming part of the Licensed Area which WestNet wants to reserve for its own future Railway use are completed in Item 6 of the Schedule that area is referred to as the "Reserved Area" and WestNet may, at any time, by giving 3 month's notice to the User, terminate this Agreement in relation to the Reserved Area (without compensation for anything built on the Reserved Area), and each party is released from liability under this Agreement in relation to the Reserved Area after termination, but without affecting any liability which arises under this Agreement before or on termination.

### **4. USE FEE AND OTHER PAYMENTS**

#### **4.1 Payment**

The User must pay a use fee to WestNet without deduction or set off of the amount and at the time and in the manner specified in item 4 of the Schedule.

#### **4.2 Rates and Taxes**

The User must pay the Rates and Taxes equal to the area it uses or arising from its use to the relevant Authority whenever the Rates and Taxes become payable.

#### **4.3 Other Property Included**

If any Rates and Taxes are assessed on the Licensed Area, the User must pay the User's Share of those Rates and Taxes to WestNet within 14 days after WestNet requests payment. (The User's Share is the proportion which the area of the Licensed Area bears to the total area of the land comprising the licence.)

#### **4.4 Energy Services**

If an Energy Supplier charges WestNet for energy services supplied to the User, the User must pay WestNet the actual cost incurred by WestNet in connection with the supply of energy services to the User, including the User's Share of WestNet's administrative and operating costs reasonably incurred in relation to the supply of such energy services, when required by WestNet.

#### **4.5 Water**

If the Licensed Area does not have a separate water meter, the User must pay to WestNet a proportion of the water use charges imposed on WestNet by the water supplier for the area which includes the Licensed Area. WestNet may determine the amount payable on a fair basis, taking into account the extent of the User's use of water in comparison with the total water charges imposed on WestNet for the area



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which includes the Licensed Area. The User must pay any amount considered fair and reasonable under this clause when required by WestNet.

#### **4.6 Service Charges**

The User must pay all charges for all Services used by the User which are imposed in respect of the Licensed Area either to the supplier before those charges become overdue or, in the case of any such charges imposed on WestNet, to WestNet when required by WestNet.

#### **4.7 Non-payment**

If, after receiving 21 days written notice of a final demand for payment of an amount relating to the Services, the User does not pay the amount, WestNet may discontinue the supply of the Services until the User has paid that amount and any accrued interest, fines, penalties and other charges for reconnection of supply.

### **5. WORKS, CLEANING AND MAINTENANCE**

#### **5.1 Building Work**

The User may not alter, modify or demolish any building or other improvement on the Licensed Area or carry out any other structural work on the Licensed Area or make any other improvements on the Licensed Area, unless any agreement or other authority required by law for the proposed work, including the agreement of the Rail Corridor Minister under section 47 of the *Rail Freight System Act 2000* is obtained and unless the User:

- (1) obtains WestNet's prior written approval to the work; and
- (2) complies with all requirements of an Authority and all laws and standards affecting the work; and
- (3) carries out the work in a safe and proper manner; and
- (4) uses only good quality materials; and
- (5) employs only qualified and competent persons.

#### **5.2 Cleaning**

The User must:

- (1) keep the Licensed Area clean and free of pests; and
- (2) regularly remove rubbish from the Licensed Area.

#### **5.3 Maintenance**

The User is required by this clause to carry out structural work and all remedial works required by any law or Authority as a result of the use to which the User puts the Licensed Area.

Subject to clause 5.1, the User must properly repair and maintain the Licensed Area.

---

#### **5.4 Fences**

Subject to clause 5.1, the User must erect fences on any boundary of the Licensed Area if considered necessary for safety reasons for the purpose of the User's use or within the Licensed Area if directed to do so by WestNet. The fences must be of a type and quality and erected in the manner and location specified by WestNet. The User must properly repair and maintain the fences on the Licensed Area or within the Licensed Area. See Item 8 of the schedule.

### **6. USE OF PROPERTY**

#### **6.1 Permitted Use**

The User may use the Licensed Area for any purpose which is beneficial to the public or a section of the public of Western Australia, other than a predominant purpose of deriving income or profits.

#### **6.2 User's Own Enquiries**

The User has relied on the User's own enquiries about how the Licensed Area may be used and not on any representation from WestNet.

#### **6.3 No Warranty by WestNet**

WestNet does not give any warranty of any kind that the Licensed Area is suitable for any purpose for which the User intends to use it. Any warranty in relation to the Licensed Area which is implied by law is excluded to the extent that the law permits the warranty to be excluded. WestNet is not obliged to repair or improve any buildings or improvements forming part of the Licensed Area or to carry out any other structural works.

#### **6.4 Services**

The Licensed Area is leased with the benefit of all Services existing at the Commencement Date. However, WestNet does not give any warranty that those Services are adequate or suitable for any purpose for which the User intends to use the Licensed Area. Any warranty in relation to the Services which is implied by law is excluded to the extent that the law permits the warranty to be excluded.

#### **6.5 No Obligation to Maintain Services**

WestNet is under no obligation to ensure that any of the Services are maintained and any repair, replacement or other work relating to the provision of any Service is the responsibility of the User.

#### **6.6 WestNet Not Liable**

WestNet is not liable to the User and the User will not make a claim against WestNet in respect of any Liability resulting from any accident, death, injury, damage (including water damage), malfunction or other event in or affecting the Licensed Area or the User's Property except to the extent caused by the negligence of WestNet or any employee, contractor or agent of WestNet. Damage to or loss of the User's Property does not affect this Agreement or the rights and obligations of either party to it.

---

## 6.7 Safety and Security

The User must in relation to the Licensed Area promptly comply with any direction given by WestNet relating to the safety or security of persons or property.

## 7. GENERAL OBLIGATIONS AND RESTRICTIONS

### 7.1 Obligations

The User must:

- (1) at all times use the Licensed Area in a proper manner; and
- (2) comply with all relevant requirements of any Authority and every law in connection with the Licensed Area; and
- (3) immediately notify WestNet if the User becomes aware of any threat or danger to the Licensed Area or any material accident on the Licensed Area and comply with WestNet's reasonable directions for the purpose of protecting property or persons on the Licensed Area.

## 8. INDEMNITY AND INSURANCE

### 8.1 Indemnity

The User is responsible for and indemnifies WestNet against any Liability resulting from:

- (1) any loss or damage to property or any injury to or death of any person occurring on the Licensed Area, including any part of the Corridor Land used for access, or otherwise caused by the User wherever occurring; or
- (2) any default by the User under this Agreement or any reasonable action properly taken by WestNet to remedy the default.

This indemnity does not apply to the extent that the Liability is caused by WestNet or any of its employees, contractors or agents.

### 8.2 Insurance

The User must maintain with a reputable insurer:

- (1) Public liability insurance for at least \$20,000,000 for each accident or event occurring on or in connection with the Licensed Area; and
- (2) insurance adequately covering loss of or damage to the User's Property and any insurance required by law as a result of the User's use of the Licensed Area; and
- (3) any other insurance which is considered reasonable, having regard to the terms of this Agreement that is necessary to adequately protect WestNet's interests under this Agreement.

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### 8.3 Insurance obligations

The User must also:

- (1) pay each premium due under the insurance policies taken out by the User before the due date and, when reasonably requested by WestNet, provide evidence of payment; and
- (2) when reasonably requested by WestNet, provide evidence of currency for each insurance policy; and
- (3) immediately notify WestNet if an event occurs which may materially affect WestNet's interests under this Agreement or if an insurance policy is cancelled; and
- (4) if required by WestNet, ensure that WestNet's interests are noted on the policy of public liability insurance.

### 8.4 Variation of Sum Insured

WestNet may by notice to the User at any time require the User to increase the maximum cover for the User's public liability insurance if in the circumstances it is reasonable that the cover be increased.

### 8.5 WestNet's insurance

Unless WestNet consents (which consent will not be unreasonably withheld), the User must not:

- (1) do or allow anything to be done which could adversely affect any insurance taken out by WestNet in connection with the Licensed Area or which could increase the cost of obtaining that insurance; or
- (2) settle, compromise or waive any claim under any policy of insurance relating to the Licensed Area if it would in any way materially affect WestNet's interests under this Agreement.

## 9. ENTRY BY WESTNET

### 9.1 Right to Enter

WestNet may after giving reasonable notice to the User (or in an emergency, without notice) enter the Licensed Area at any time to do anything which WestNet reasonably requires including anything which WestNet is required to do by law or is permitted to do under this Agreement or the Government Lease;

### 9.2 WestNet may Rectify

WestNet may enter the Licensed Area at any time for the purpose of doing anything which should have been done by the User under this Agreement but which has not been done or has not been done properly.

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## 10. ASSIGNMENT AND SUBLETTING

### 10.1 Consent Required

The User may not assign this Agreement or any right granted under this Agreement.

### 10.2 Exclusion of Statutory Provisions

The provisions of sections 80 and 82 of the Property Law Act do not apply to this Agreement.

## 11. ENVIRONMENT

### 11.1 Definitions

In this clause:

(1) **Authorisation** includes:

- (a) any permission or exemption by a Government Agency; or
- (b) in relation to anything which is prohibited or restricted if a Government Agency takes any action within a specified period, the expiry of that period without that action;

under an Environmental Law which affects the Licensed Area.

(2) **Contaminant** means a noxious or hazardous substance which, having regard to the nature, quantity and location of the substance and other substances in conjunction with which it is stored or used, is capable of causing material harm to the environment or to the health of any person.

(3) **Environmental Law** means a law relating to any aspect of the environment or the health of any person.

(4) **Government Agency** includes any governmental, semi-governmental, or judicial authority or body of any kind.

### 11.2 Users obligations

The User must:

- (1) use the Licensed Area in a manner which complies with each Environmental Law and each Authorisation; and
- (2) ensure that each Authorisation necessary for anything done in relation to the Licensed Area is obtained when required under any law and kept in force; and
- (3) not do or omit to do anything which might directly or indirectly result in the revocation, suspension or modification of an Authorisation in relation to the Licensed Area or any activity in relation to the Licensed Area; and
- (4) give to WestNet notice immediately on becoming aware of :
  - (a) the existence of a Contaminant which causes or may cause harm to the environment or to the health of any person; or

- 
- (b) the filing of a complaint or the commencement of proceedings against the User in relation to an alleged failure to comply with an Environmental Law or Authorisation.

### 11.3 Remediation

If after Commencement Date the Licensed Area become affected by any Contaminant or there is any breach of an Environmental Law or an Authorisation relating to the Licensed Area the User must as soon as reasonably possible remove the Contaminant and do anything else necessary to comply with all Environmental Laws and Authorisations relating to the Licensed Area. The User's obligations under this clause continue after the Expiry Date until all Contaminants have been removed from the Licensed Area and all Environmental Laws and Authorisations complied with.

## 12. DEFAULT

### 12.1 Events of Default

An Event of Default occurs if:

- (1) the User repudiates this Agreement; or
- (2) the User abandons the Licensed Area; or
- (3) any money payable by the User is unpaid for longer than 30 days after it is due to be paid; or
- (4) the User is in default under this Agreement and, if the default can be remedied, the User has not remedied the default within 30 days after receiving a notice from WestNet specifying the default and requiring it to be remedied; or
- (5) the User is unable for any reason to carry out its duties and functions or ceases to exist without the rights and obligations of the User under this Agreement being assigned or transferred to or assumed by the legal entity which has acquired the assets and liabilities of the User (or another legal entity acceptable to WestNet).

### 12.2 WestNet's remedies

If an Event of Default occurs, WestNet may terminate this Agreement and all rights granted to the User by notice to the User and may also exercise any other remedy available under this Agreement or at law.

### 12.3 Interest on Overdue Money

The User must pay interest on any money which is not paid by the User when due. Interest is to be at the rate of 2% per annum above the rate charged from time to time by the Bank of Western Australia Limited for overdraft accommodation of less than \$100,000 and is to be calculated on a daily basis from the due date until the money is paid. The interest is to be paid when requested by WestNet. If the Bank of Western Australia Limited ceases to exist WestNet may nominate in its place a comparable bank operating in Australia.

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### **13. USER'S OBLIGATIONS ON TERMINATION**

#### **13.1 User to Vacate**

Unless otherwise agreed by WestNet, the User must vacate the Licensed Area and remove all the User's Property by the Expiry Date or if this Agreement is terminated before that date, as soon as reasonably possible after this Agreement is terminated.

#### **13.2 Risk**

The User's Property is at the User's risk at all times before and after the termination of this Agreement.

#### **13.3 Damage Caused by Vacating**

The User must repair any damage to the Licensed Area caused by vacating the Licensed Area or removing the User's Property.

### **14. COSTS AND EXPENSES**

#### **14.1 Preparation of Agreement**

Each party will pay its own costs and expenses in relation to the preparation, negotiation and signing of this Agreement.

#### **14.2 Managing Agent's Fees**

The User must on demand pay or reimburse WestNet for the fees and other costs and expenses considered reasonable and payable by WestNet to any managing agents appointed to manage the Licensed Area and this agreement on behalf of WestNet.

#### **14.3 Costs and Expenses**

The User must on demand pay or reimburse WestNet for all WestNet's costs and expenses (including legal costs and expenses) in relation to:

- (1) any document assigning, varying or surrendering this Agreement; or
- (2) giving any consent or approval under this Agreement at the User's request; or
- (3) any default under this Agreement by the User which causes WestNet to incur a Liability.

#### **14.4 Duties and Fees**

The User must pay or reimburse WestNet on request for all stamp duty and fees (including fines and penalties attributable to an act or omission of the User) payable in connection with this Agreement.

### **15. GOODS AND SERVICES TAX**

#### **15.1 Definitions**

Unless the contrary intention appears, in this clause:

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"GST Act" means A New Tax System (*Goods and Services Tax*) Act 1999 (Cth) as amended;

"GST" has the meaning given in the *GST Act*;

"GST law" has the meaning given in the *GST Act*; and

"Supply" has the meaning given in the *GST Act*.

#### **15.2 Prices do not include GST**

Unless otherwise stated, the consideration payable for any Supply made or to be made under this Agreement is exclusive of any GST.

#### **15.3 The User must pay GST**

The User must pay to WestNet the amount of any GST WestNet pays or is liable to pay on a Supply made or to be made under this Agreement at the same time and in the same manner as the User is obliged to pay for that Supply.

#### **15.4 Statement is conclusive**

A written statement given to the User by WestNet of the amount of GST that WestNet is liable to pay on a Supply made or to be made under this Agreement is conclusive between the parties except in the case of an obvious error.

### **16. MISCELLANEOUS**

#### **16.1 Agents**

WestNet may appoint any person or persons to represent it in relation to this Agreement and any person so authorised by WestNet may exercise the rights and powers of WestNet under this Agreement.

#### **16.2 Severance**

If any part of this Agreement or the application of that part to any person or circumstance is or becomes unenforceable, the other provisions of this Agreement are not affected but continue to be enforceable.

#### **16.3 Payments**

The User must make all payments under this Agreement without set-off, counterclaim or deduction. Payments by the User under this Agreement are to be made to WestNet or any other person nominated by WestNet. WestNet need not make a demand for payment of any amount required to be paid by the User under this Agreement unless required by law. If this Agreement does not specify when a payment is due, it is due within 14 days after WestNet requests payment.

#### **16.4 Cost of Complying with Obligations**

Unless otherwise stated in this Agreement, the User must pay the cost of performing or complying with every obligation of the User under this Agreement.

#### **16.5 User's Liability**



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The User is liable for the acts and omissions of the User's employees, agents, contractors and other persons authorised by the User to use the Licensed Area, including Corridor Land used for access, as if those acts or omissions were those of the User.

## **17. NOTICES**

### **17.1 Form and Address**

A notice or other communication in connection with this Agreement must be in writing and may be signed by the relevant party or its solicitors or agents. The notice or other communication may be:

- (1) left at or posted to the address of the addressee as set out in the Schedule or any other address notified to the sender as an address for the giving of notices;
- (2) sent by facsimile transmission to any facsimile number used by the addressee; or
- (3) sent by any other means recognised by law as a means of sending notices.

### **17.2 Receipt**

Unless a later time is specified in it, a notice or other communication takes effect from the time it is taken to be received, which is:

- (1) if left at the address of the addressee, the next Business Day after the day it is left;
- (2) if posted, on the third Business Day after posting;
- (3) if sent by facsimile transmission, on the next Business Day after the facsimile was sent; and
- (4) if sent by any other means, the time at which the notice is deemed to be given at law or (if there is no such time) the time the notice is proved to have been received.

## **18. ACCESS TO SERVICES AND TELECOMMUNICATIONS**

### **18.1 Services**

The User must allow any Authority (including its employees, contractors, agents, consultants or other authorised representatives) access to any Services on the Licensed Area for any purpose lawfully required by the Authority.

### **18.2 Telecommunications Facilities**

The User must allow WestNet or any third party authorised by WestNet access to any telecommunications equipment or facility and associated materials over, under or on the Licensed Area at any time. The User must not interfere with or disturb any telecommunications equipment or facility or associated materials over, under or on the Land.

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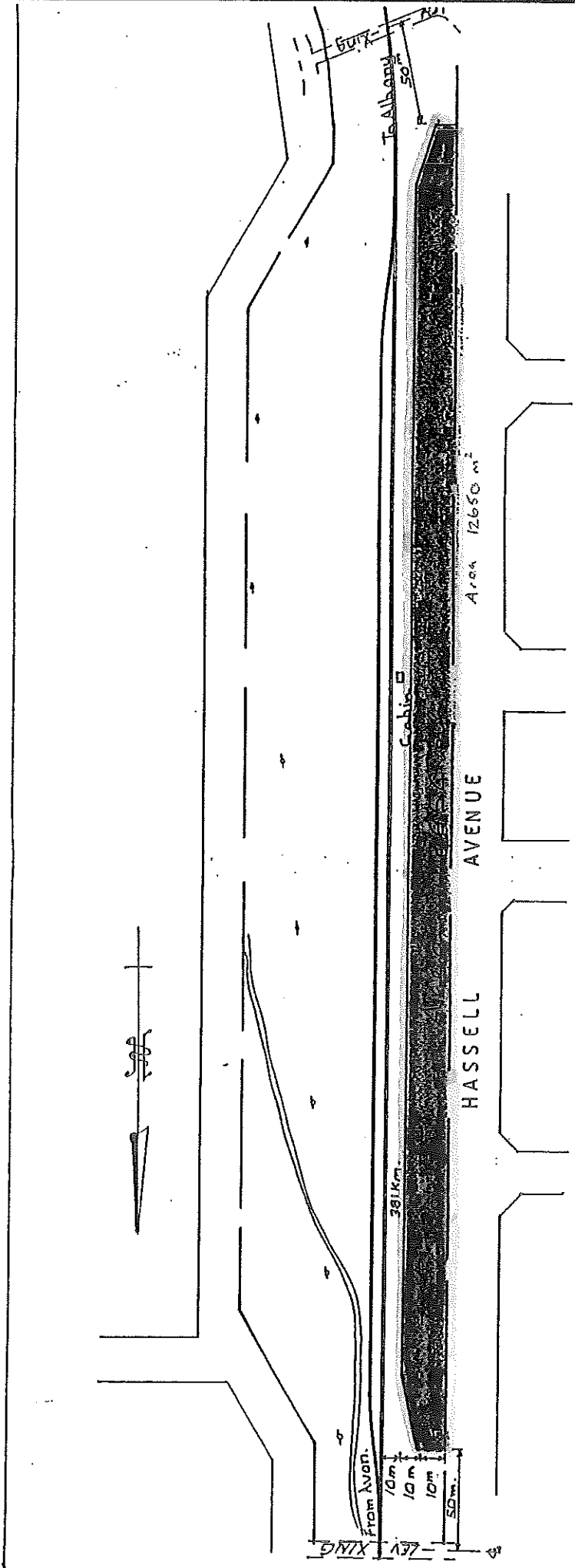
SIGNED for and on behalf of )  
WESTNET RAIL PTY LTD )  
ABN 42 094 721 301 by its duly )  
Authorised representative )  
)

.....  
Paul Larsen  
GENERAL MANAGER

*The Common Seal of the SHIRE OF  
PLANTAGENET ABN29 084 782 574 was  
hereunto affixed in the presence of:*

\_\_\_\_\_  
*Chief Executive Officer*

\_\_\_\_\_



KENDENUP  
LEASE TO PLANTAGENET SHIRE

DIVISION MAINTENANCE ENGINEER NARROGIN

Council

Memorandum of Understanding (MOU)

Minutes of a Special Meeting

17 June 2010

Mount Barker Tourist Bureau Inc

Meeting Date: 6 July 2010

Number of Pages : 5

I57872

**RECEIVED**

09 FEB 2010

SHIRE OF  
PLANTAGENET

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SHIRE OF PLANTAGENET  
AND  
MOUNT BARKER TOURIST BUREAU (INC)**

**COPY**

**INTRODUCTION**

This Memorandum of Understanding is between the Shire of Plantagenet (the Shire) and the Mount Barker Tourist Bureau (Inc) (the Bureau).

It reflects the desire of the parties to create an environment conducive to the development of frank and open discussions between the two bodies and to further the development of Tourism within Plantagenet and the Great Southern.

The parties also acknowledge that frank and open discussion will assist both organisations to work together for the promotion of Plantagenet as a desirable destination for visitors thus assisting the economic development not only of Plantagenet, but also the region.

**PURPOSE**

This agreement creates a framework designed to encourage the sharing of information in a professional manner, the development of plans and prudent funding levels for the Bureau.

**FRAMEWORK**

This agreement forms two distinct parts:

- (1) Funding assistance by the Shire to the Bureau.
- (2) Communication between the Shire and the Bureau.

**FUNDING**

For the 2009/2010 Financial Year, the Shire has budgeted an amount of \$43,000 as a grant to the Bureau for Bureau purposes. This grant will be paid to the Bureau in four (4) equal quarterly instalments, the first instalment being paid within two (2) weeks of the Council's 2009/2010 budget being adopted.

The second instalment in 2009/2010 is based upon the Bureau having reviewed and presented to the Shire a Business Plan for the funding years referred to in this agreement and the Shire endorsing such plan.

Subsequent payments will be based upon the Shire being satisfied that the Business Plan is being implemented in a satisfactory manner.

The parties acknowledge that Shire funding is insufficient to undertake all of the functions of the Bureau, and shortfalls will need to be made up from membership and other fund raising activities including the sourcing of grants.

Provided that grants being sourced align with the adopted and agreed Business Plan, the Council will support the seeking of such grant funds, noting that such support does not indicate funding being provided by the Council in excess of that already agreed.

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The Council also agrees to pay to the Bureau, on the same terms and conditions, the same amount in 2010/2011 plus annualised CPI (based on the March quarter – 2010 for Perth).

### COMMUNICATION

Communication between the Shire and the Bureau is essential to ensure that the parties:

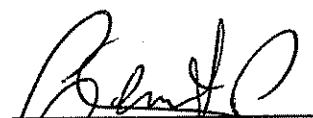
- (1) Expend limited tourism and area promotion funds collaboratively.
- (2) Develop plans and policies that complement each other's plans and policies relating to Tourism and Area Promotion and the Business Community.
- (3) Create awareness of action that may affect the other party relating to Tourism and Area Promotion.
- (4) To speak well of each other's organisations and to agree that matters of disagreement or criticism should be handled pursuant to the terms of the MOU.


Such communication shall include, but is not limited to:

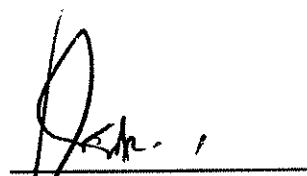
- (1) The Shire appointing a Councillor Representative to the Bureau Board.
- (2) Bureau representatives presenting to the Council, at least quarterly, a report regarding the Business Plan referred to in 'Funding' above.


### EXECUTION

Signed by the parties hereto as a Deed this 9<sup>th</sup> day of February 2010

  
\_\_\_\_\_  
Ken Clements  
Shire President  
Shire of Plantagenet

  
\_\_\_\_\_  
Rob Stewart  
Chief Executive Officer  
Shire of Plantagenet

  
\_\_\_\_\_  
Dr Victor Seah  
President  
Mount Barker Tourist Bureau (Inc)

  
\_\_\_\_\_  
Mrs Larissa Seah  
Secretary  
Mount Barker Tourist Bureau (Inc)

Mount Barker Tourist Bureau (Inc.)

7pm on Thursday 17<sup>th</sup> June 2010  
At Plantagenet Shire Chambers

*To address the business of the Future of the Mount Barker Visitor  
Centre.*

**Guests:** Mr Rob Graham - Chairman, Board of the Mount Barker  
Community Resource Centre and Mr Rob Stewart - CEO Plantagenet  
Shire

**Apologies:** Nil

**Present:**

Michael James	Plantagenet Historical Society
David Picton-King	MBTB/ Windrush Wines
Victor Seah	MBTB President
Larissa Seah	MBTB Secretary
Kathryn Fiorenza	MBTB Board
Linda Harris	MBTB Board Kendenup Cottages and Lodge
Colin and Bev Wardle	B & B Prop
Colin Toone	Plantagenet Historical Society
Hazel Rutter	Plantagenet Historical Society
Pamela Morris	Melaleuca Wey B & B/MBTB Board
Sue Etherington	Shire Council
Rebecca Williss	MBTB Board
Peter Truphet	Rayanne Homestead
Scott Drummond	Porongurup Shop
Mike Dilworth	Abbey Creek Vineyard
Bev and Jim Gilbert	Gilbert Wines
Lisa Clode	Plantagenet Wines
Robyn Stahli	Nomads Guest House
V Mitchell	Nomads Guest House
Alex Taylor	Poachers Ridge
Ann Kirton	West Cape Howe

President Welcome (V Seah)

Presentation: Rob Stewart (CEO)

Draft budget to be adopted on 6 July 2010

If Visitor Centre closes door, Shire will have sufficient funds to fill the gap  
left. Council aware that role must be filled.

District and Area Promotion allocated \$56,500 in Draft Budget under  
Economic Services.

Shire not prepared to operate 7 day a week Visitor Centre.

General Discussion.

**Presentation:** Rob Graham (Mount Barker Community Resource Centre) Unique Project initiated by Mount Barker Baptist Church. Funded via Community Resource Network (State Government). Co-location with centerlink, YMCA afterschool/holiday care, Shire Library, Alternative Education (Ed Dept). Planned to be completed and functioning early 2011.

**Motion:** That the Mount Barker Tourist Bureau Inc. seek interim financial assistance from the Shire in order to keep the Mount Barker Visitor Centre open for an eight month period after 1/7/2010 while sustainable visitor serving models are developed.

Moved D Picton-King, seconded L Harris. Passed by majority.

**Motion:** The Mount Barker Tourist Bureau (Inc.) will cease operating the Mount Barker Visitor Centre due to our financial position.

Moved L Seah, seconded D Picton-King.

Vote 3 for/ 14 against. Motion defeated.

**Motion:** If sufficient funding from the Plantagenet Shire is not obtained then the Mount Barker Tourist Bureau Inc. will cease operating the Visitor Centre.

Moved D Picton-King, seconded L Seah. Passed by majority.

**Meeting closed 9.40pm**