

## Council

Town Planning Scheme Policy No. 18 (Draft) – Draft  
Local Planning Strategy – Submissions Received

Extract From Full List of Department of Planning  
Modifications  
Summary of Submissions  
Schedule of Modifications

Meeting Date: 13 October 2009

Number of Pages: 73

Extract From Full List of Department of Planning Modifications to June 2008 Local Planning Strategy showing those Requiring Actions

No.	Section	Issue	Modification/WAPC Recommendation	Comment	Recommendation
Main Document					
1.	2 – General	Section contains a high level of contextual detail. It is questionable whether this level of detail is appropriate given that it adds substantial bulk to the document. Simply providing the higher level objectives and policy statements of these other documents is likely to be sufficient to inform PLPS' strategic direction.	Council consider condensing contextual information within strategy document and including the more detailed information from this section in a 'background policy document' or similar. This information could be combined with the existing background environmental document (dated 2003) to form a single policy document. PLPS could then reference this background document.	The document follows the format set by the Commission. If this format had not been followed Council would have been criticised also. The Chairman agreed on 7 July 2009 the Council could split the document into two.	Split document into two – Background Report and Strategy Report.
2.	2.2.3	Section lists some policy documents under dot points but omits others that are discussed in greater detail in sections 2.3 – 2.6. Other documents listed are not given dot points. Listing all under dot points would add consistency and clarification to the section.	Add dot points for all other policy documents discussed in Section 2.3.  List existing Liveable Neighbourhoods; Albany Regional Strategy; Lower Great Southern Strategy; WAPC operational policies; and Residential Design Codes using dot points as per other stated documents.	Add dot points to three documents.	Add dot points.
13.	4.1.2	Paragraph more appropriate in Section 4.2.	Move to beginning of S4.2.	The updated 4.2.3 has 2008 figure of 4,950 people.	Delete 4.1.2.
20.	4.10.3.2	Average summer maximum temperature quoted appears unusually high.	Double check accuracy of figures and correct if necessary.	Typo. Correct/update all figures to DAF figures.	Change all figures.
47.	6.1.4.1	Reference to 'unless otherwise varied by Council' in Part 4 is ambiguous and could be abused given it provides no other guidance to Council on which variations may be acceptable.	Delete reference and replace with 'in accordance with SPP 2.5 Appendix 3'.	Wording does need adjustment.	Introduce 'The Council will' before 'only'. Delete 'unless otherwise varied by Council' and insert 'in accordance with SPP 2.5'.

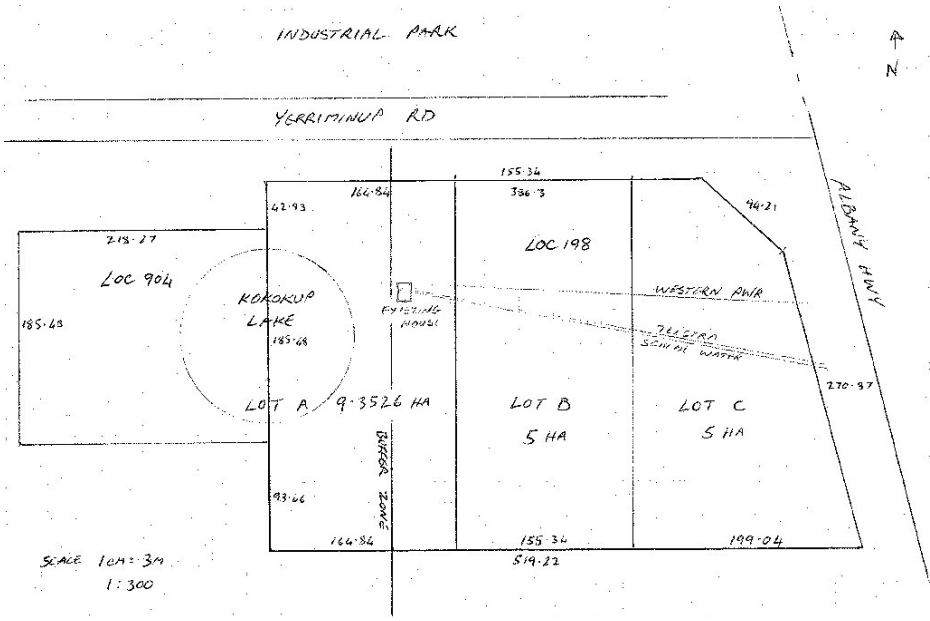
48.	6.1.4.2	e) Part 3 (vii) does not make sense. If a tourist use is to be excised from an agricultural lot on the basis it is secondary to the agriculture use, following its excision it becomes a stand alone use on a separate lot no longer secondary, incidental to or supporting the rural use. As per no. 42 above, subdivision of incidental accommodation/facilities (such as chalets etc.) is contrary to SPP 2.5 and should be precluded unless prior rezoning has occurred.		This clause relates to the use and not the subdivision. Rather than be proactive consider deleting the clause.	Delete 6.1.4.2.3(vii).
53.	6.1.4.9	Last paragraph on pg. 84 is too vague to be a functional strategy statement.	Delete or clarify as appropriate.	Agree.	Delete two lines.
65.	6.1.7.3	Appears to be a range of lot sizes not covered by either rural residential or rural smallholdings lot size provisions under PLPS (4ha-10ha lots).	Council should consider implications of this and address this via appropriate lot size provisions if deemed necessary.	Agree – change 10ha in 6.1.7.4.1.2(i) to be 4ha.	Alter 10ha to 4ha.
122.	8.1.1	States that PLPS identifies three new areas for residential however corresponding figure and statements elsewhere in PLPS indicate six areas.	Requires correction/clarification.	Agree – delete some words. The thrust was to identify the three large areas.	Delete ‘in three areas’.
211.	General	Policy statements appear largely contradictory to stated objectives for various planning units. For example: a) P1, P3 and P4 objectives include maintaining existing mix of lot sizes and continuation of broadscale agriculture. However subdivision and development guidelines explicitly allow for subdivision to 200ha lots with no other justification and 80ha lots subject to proven intensive ag capability (but use does not have to exist). Given the large lot sizes in these planning units (up to 1,200ha) it is likely that the existing mix of lot sizes will not be maintained and broadscale agricultural land will be fragmented into smaller lots; and b) P4, P5, P9, P11 and P12 contain general presumptions against further subdivision however provisions support subdivision to 200ha with no other justification required, as well as allowing other forms of subdivision.		a) This is specific for planning units based on the land and its location and capability. Smaller lot proposals need to be proven. 1,200ha lots is a misleading statement when one looks at and reads the LPS. As DAFWA are nervous delete for now and consider in review of LPS.  b) 200ha = 500 acres – must read LPS in context – As DAFWA are nervous delete 200ha sizes and 80ha sizes for now and consider when LPS reviewed. P5 does not refer to 200ha.	Delete 200ha and 80ha from P1, P3 and P4.  Delete 200ha reference for now from P9, P11 and P12.

212.	General	Some planning units lack necessary information. For example, P10 states lot sizes and subdivision/development guidelines are 'not applicable'. There are substantial areas of priority and general agricultural land within this planning unit not dealt with by the 'Porongurup Rural Village' provisions and it is unclear which land use controls, if any, apply to these areas.		P10 will need adjustment to include land not covered in unit on proposals plan in Appendix 4.	Include details for future proposals in P10 for areas outside Porongurup strategy plan.
215.	General	Planning units P9 and P12 are adjacent to Stirling Range National Park but do not contain any provisions addressing management of this interface, e.g. fire, pest and animal control, farming practices etc.	Additional information/provisions considered necessary to address these issues.	Agree – include additional words under 9.5 and 12.5.	Modify to include reference to National Park and interface.
218.	11.3	Indicates land in the 'north west portion' of the planning unit for rural smallholdings but does not clearly define on a map/figure. This is a concern given the north west portion contains priority agricultural land.	If RSH area is to be identified in this planning unit it should be justified in wider context of supply/demand for this land use type within PL Shire, and clearly delineate on a map/figure. RSH not supported on priority agricultural land.	Agreed – 11.3 – P11 – area needs to be identified and justified.	Describe land area and include appropriate text.
219.	11.5	80ha minimum lot size contradicts 40ha lot size stated at 11.2.	Clarification required. General concerns regarding subdivision of rural land remain.	11.5 of P11 – agree – refer to 40ha west of Highway.	Include reference to 40ha west of Highway.
220.	12	Minimum 200ha lot size appears unjustified given existing broadscale agricultural land uses and predominantly very large lots (approx. 1,200ha) in this planning unit. Provisions will encourage fragmentation of rural land and will not achieve stated objective of maintaining existing mix of lot sizes.	Remove reference to minimum lot size. Retain general presumption against subdivision and objective of retaining existing lot sizes as a way of achieving stated objectives of encouraging continued broadscale agriculture.	P12 – agree – delete words.	Delete 'while supporting subdivision to a minimum or 200ha' – see 211.

**Summary of Submissions Received**  
**Town Planning Scheme Policy No. 18 (Local Planning Strategy)**

No.	Name	Submission	Comment	Recommendation
1.	Telstra Forecasting and Area Planning – South Western Access Network and Technology Locked Bag 2525 Perth WA 6001	<p>Thank you for a copy of your Local Planning Strategy.</p> <p>This document will assist Telstra in the longer term planning of your activity centres.</p> <p>As per item 4.6.2.2, Telstra wishes to continue working with the shire to cater for growth and development of our network.</p> <p>In light of the shires new LPS we will review our strategic plan to cater for your proposed development objectives.</p> <p>In regard to the proposed LPS – we have no negative comment to make.</p>	Noted.	No action.
2.	Department of Housing Private Bag 22 East Perth WA 6004	<p>The DoH has examined the relevant documentation regarding the proposed Draft Town Planning Scheme Policy and is generally supportive of the initiatives within the document.</p> <p>In respect to its' landholdings, the DOH would support any upcoding to R30 as outlined. the DoH would also support Council's proposed dual codings, particularly where sewer is connected or the area is subject to an infill sewerage program such as around a town centre and in close proximity to services. A density bonus could be applied where an improvement to the streetscape through surveillance, landscaping, brick paving, fencing and upgrading of a retained dwelling is proposed by a proponent, or where public or low-income housing is proposed.</p> <p>The aim of such an initiative would not be to increase the Department's overall presence in the area. Rather, a blanket coding would stimulate redevelopment by the private sector, offsetting any increase in public housing, whilst also allowing the DoH to replace housing stock in current need of renewal. Overwhelming, demand for public housing in the state comprises of 1 and 2 bedroom accommodation and higher codings in the Shire will enable the DoH to provide such accommodation.</p> <p>With respect to the above, the DoH would welcome the opportunity to engage in any dialogue that may arise as a result of Council's examination of this submission.</p>	Increasing RCoding to R30 will lead to development considered to be out of character with a country town such as Mount Barker.	No action.
3.	Public Transport Authority PO Box 8125 Perth Business Centre WA 6849	<p>PTA has no objections to the proposal in principle, providing the following conditions are met:</p> <ol style="list-style-type: none"> <li>Any residential or commercial developments which may be proposed near the</li> </ol>	These comments relate to detailed development and/or subdivision standards	No action.

		<p>rail corridor needs to consider drainage. All water drainage is to be contained within the site. There is to be no water run off onto rail corridor which might contravene Rail Freight System (Corridor Land) Regulations 2000.</p> <ol style="list-style-type: none"> <li>2. Fencing to a minimum 1.8m must be installed to all rail corridor boundaries.</li> <li>3. All residential lots situated within 50m of the rail corridor will require Memorials (Section 165) registered on the Certificate of Titles, advising potential purchasers that the proximity to rail may adversely impact on their use and enjoyment of the land i.e. rail noise and vibration.</li> <li>4. Any residential development near the rail corridor must include noise abatement measures imposed by the Local Authority upon any developer.</li> </ol>	<p>not a LPS. The 50m from rail corridor memorial is proposed to be part of Amendment No. 50 (Kendenup village).</p>	
4.	<p>Mr Craig De Landgraft 39 Drew Street Mira Mar WA 6330</p>	<p>P8: South Kokokup – Narrikup. General Agriculture (portion of Loc 198)</p> <p>I believe that this zoning should be changed to facilitate subdivision into three lots because of the Government Department then known as DOLA has placed an industrial buffer zone over the western 3.5 Ha portion of this location and the entire 4 ha of location 904 which severely restricts their potential uses and in turn, their market value.</p> <p>The industrial buffer zone over these two titles is the only one placed over private land in the vicinity of the Yerriminup Industrial Park.</p> <p>This has caused severe equity issues over these two titles (sworn valuation 2004). Discussions with DOLA regarding financial compensation suggest that although the buffer was applied by DOLA, the financial payout would be a Shire of Plantagenet Expense.</p> <p>This seems inappropriate to me.</p> <p>My preferred solution is to combine the two titles and then create three new lots. See diagram.</p> <p>Lots A, B and C will all use vehicle access from Yerriminup Road as discussed with Main Roads Department.</p> <p>Lots B and C will be 5 Ha each and clear of the buffer zone.</p> <p>Lot A will include the existing house, which is clear of the buffer zone, and will have all of the 'private land industrial buffer zone' on its western portion.</p> <p>The three lots will serve as lifestyle/support services lots to Yerriminup Industrial</p>	<p>This relates to a lot on the south side of Old Yerriminup Road and south of the Yerriminup Special Industrial Zone created many years ago. Proposal is to subdivide two lots into three lots of 5ha, 5ha and 9.3ha. This size lot is Rural Smallholdings (RSH) and this area is not proposed for RSH. It is within P8 and shown as general agriculture which could be considered for intensive agriculture down to 40ha lot size subject to proper justification.</p>	<p>No action.</p>

		<p>Site.</p> <p>Creating thee lots from the original two titles should cause the overall market value of the total 19 Ha to return to somewhere near normal value after costs are taken into consideration.</p> 		
5.	<p>Department of Mines and Petroleum Mineral House 100 Plain Street East Perth WA 6004</p>	<p>Department of Mines and Petroleum (DMP) provided comments to DPI in 2008 on the Shires Local Planning Strategy. A copy of the letter is attached.</p> <p>We suggest the Shire incorporates these comments into its Local Planning Strategy.</p> <p>In addition to our comments in 2008 regarding conservation lots we would like to add the following:</p> <p>Under the environmental Protection Act 1986, the clearing of native vegetation is an offence on land the subject of a conservation covenant. Also, DMP cannot support a proposal that has the potential to effectively sterilize Crown minerals and petroleum areas that have significant mineral and petroleum prospectivity and known mineral</p>	<p>The proposed conservation areas are those shown in the LGSS and as such a LPS should follow the principals set by such a regional strategy. If a proponent wishes to explore or mine then they are required to gain clearing approval</p>	<p>No action.</p>

		<p>resources.</p> <p>DMP records indicate that 3 granted mining leases, 7 granted exploration licences, 1 granted miscellaneous licence and 14 pending mining tenement applications cover the area of Scheme 18 wholly or partially. The attached map shows their distribution in relation to mineral deposits and proposed conservation areas (map attached to the end of this submission).</p> <p>Original response to DPI (3 September 2008):</p> <p>The Department of Industry and Resources strongly suggests that all Local Planning Strategies contain relevant background information on the natural resources of the Shire. Some comments on the geological aspects of these resources which could be incorporated in the Local Planning Strategy follow:</p> <p><i>'The Shire is mostly underlain by granites and gneisses belonging to a belt of deformed rocks called the Albany-Fraser Orogen. The highly deformed Biranup Complex, which is at least 1,600 million years old, underlies the northern part of the Shire. The Carbarup quarry extracts rock from the Biranup Complex for aggregate production. The Biranup Complex hosts a number of mineral occurrences including graphite, gold and ochre in the Kendenup region. Despite no mining of these occurrences for many years, they do indicate a future potential for these commodities. The Biranup Complex also has potential for iron ore (magnetite) and Broken Hill Type lead-zinc-silver mineralization.</i></p> <p><i>The younger (1,600 to 1,000 million years), and less intensely deformed Nornalup Complex forms the southern part of the Shire. The Nornalup Complex is considered less prospective for minerals, although, some areas do also have potential for gold and base metal mineralization. The Porongurup Range consists of granite belonging to the Nornalup Complex.</i></p> <p><i>The metamorphosed sandstones and slates of the Stirling Range formation are over 1,800 million years old, and have been subsequently uplifted to form the Stirling Ranges. South of the Stirling Ranges, a thin veneer of sedimentary rocks including siltstone, sandstone and spongolite (a porous rock made of sponge skeletons) covers much of the Albany-Fraser Orogen. These rocks are now considered to be part of the Esperance Shelf, and formed when the sea covered the area during the Eocene (about 56 to 33 million years ago). Spongolite is being extracted at three localities within the Shire (Red Gum, Woogenillup and Mt Barker), and has a variety of uses ranging from soil conditioner to pet litter to dimension stone. Millions of years of weathering has</i></p>	<p>from the DEC. The Council's LPS cannot override DEC clearing controls.</p> <p>The background information on the regions geology is actually addressed in detail in the 2003 environmental component of the LPS which is a background document.</p> <p>The LPS does not prohibit or affect the granting of mining tenements.</p> <p>Specific comments on mining production values was provided from the GSDC Great Southern Economic Perspective.</p> <p>Conservation lots are there to protect vegetation. If the DEC approves clearing then conservation lot potential will not exist.</p>	
--	--	--	--	--



*produced a laterite caprock which is commonly overlain by sand. The laterite is a source of gravel, and has potential for bauxite and clay, particularly where it overlies the Nornalup Complex. A number of surficial materials also have potential for commercial development including, plastic clays in the Kendenup area, silica sands in the Narrikup region, gypsum in the Kamballup area, peat at Lake Surprise, and titanium-zircon minerals at Morande Lake.'*

#### MINERAL AND PETROLEUM TENEMENTS

Geology, mining and petroleum tenement, and mineral deposit information for the area can be viewed using GeoVIEW.WA – DoIR’s interactive geological map viewer on <http://www.doir.wa.gov.au/3992/asp>.

There are currently 11 granted mining tenements and 16 mining tenement applications wholly or partly within the Shire. Four of the granted mining tenements are mining leases, and a miscellaneous licence associated with spongelite (at Red Gum, Woogenillup and Mt Barker). The remaining mining tenements are exploration licences, many of which are still applications, and cover most of the Shire. The perceived prospectivity of the Albany-Fraser Orogen has increased markedly over the past decade with the following developments:

- Discovery of the Trilogy base and precious metal deposit south of Ravensthorpe;
- Discovery of the Tropicana gold mineralization east of Kalgoorlie; and
- The planned development of the Southdown magnetite deposit situated about 19km east of the Shire of Plantagenet.

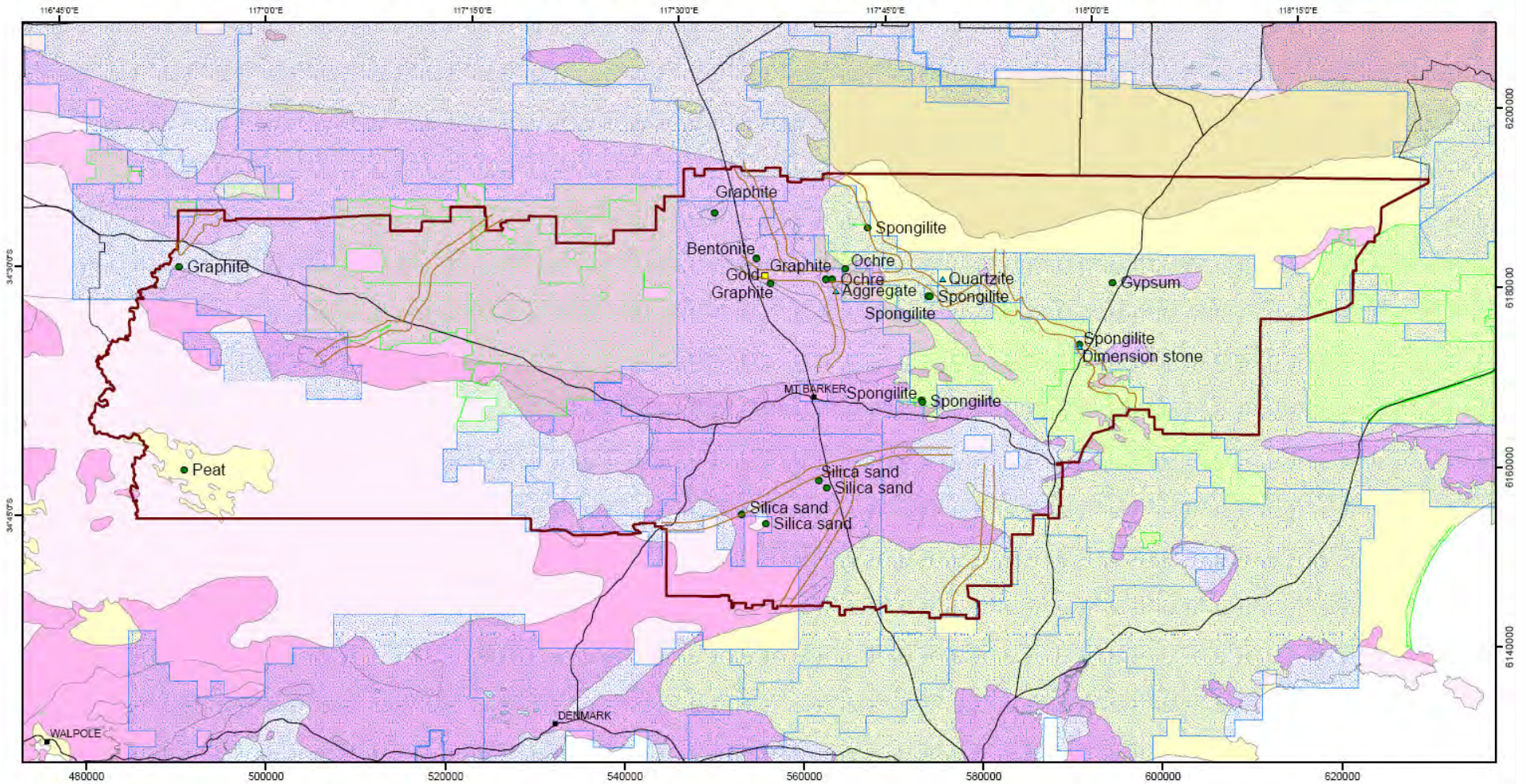
#### MINING ACT

In reference to legislations, Section 120 of the Mining act states that town planning schemes and local laws are to be considered but do not derogate from the Mining Act. Therefore, planning schemes cannot prohibit or affect the granting of mining tenements (mining leases and exploration licences) or the carrying out of any mining operation authorised by the Mining Act. Consequently DoIR would recommend that no comments be made in the Town Planning Scheme in regard to constraining or providing for mining operations, although it will be important to identify particular areas of high mineral potential. If the Shire insists on including ‘Industry – Mining’ in its Scheme Planning Table, then it should be noted as a ‘P’ use for all rural areas.

	<p>'Industry – Extractive' should also be listed as a 'P' sue for all rural areas.</p> <p><b>MINING OF BASIC RAW MATERIALS</b></p> <p>On Crown land, Basic Raw Materials are defined as a 'mineral' and hence there is need for mining leases under the <i>Mining Act 1978</i> for sand, rock or gravel extraction. On private property, Basic Raw Material extraction and sale is authorised by the Shire.</p> <p>There are currently no basic raw materials being extracted within the Shire under the <i>Mining Act 1978</i> (i.e. on Crown land). Our records are incomplete, as they do not show all Basic Raw Material sites that are on private land and hence administered by the Shire. To our knowledge, the Carbarup quarry is the only operating hard rock quarry in the Shire that would require blasting and crushing. Our records also identify 26 Crown reserves within the Shire that are specifically for 'gravel' or 'quarrying'. These are all located within 30km of Mount Barker, and where possible should be used or continue to be set aside for the intended purpose.</p> <p>It is important for existing resource extraction sites where there are resources that will last for many years, to be identified in the Strategy and protected in the Scheme from developments that would conflict with the extraction, such as any new rural residential subdivisions or town site expansions. This includes where necessary, the identification of appropriate separation distances from sensitive land uses. This is one of the actions stated in the Lower Great Southern Strategy.</p> <p><b>SPECIFIC COMMENTS ON THE DRAFT LOCAL PLANNING STRATEGY</b></p> <p>Section 4.4.10, p 40: Mining production for the Shire of Plantagenet in 2004/05 was valued at \$1.4 million (not \$4.0 million), and was only for spongelite. The \$2.5 million mentioned for silica sand was produced from the City of Albany. Unfortunately, public figures for production since 2004/05 have been generalized to the point where it is not possible to determine the value of production specifically from the Shire of Plantagenet. The latest figures are for the 2007 calendar year, and total \$5.3 million for the entire Great Southern Region, and comprise gypsum, silica sand and spongolite. Most of this value would have been from silica sand production in the City of Albany.</p> <p>Section 4.6.4, p51: Basic Raw Materials and Extractive Industry. Refer to the above comments on mining of Basic Raw Materials, in particular mention should be made of the recently released Lower Great Southern Strategy objectives and the actions should</p>		
--	--	--	--

	<p>be implemented in the Local Planning Strategy.</p> <p>Section 6.1.13, p125: Conservation Lots. There are potential issues surrounding the issue of conservation covenants ‘in perpetuity’ on land that is highly prospective for minerals. Under the <i>Mining Act 1978</i> Section 29 (2), undeveloped bush could be accessible for mineral exploration on private land. A conservation covenant may preclude this possibility, or act as a disincentive to exploration due to real or perceived constraints on the possibility of mining if the exploration was successful.</p> <p>Section 6.5 Risk, p143: For your information there has been some recent research on earthquakes in southern Western Australia as outlined on the following website:  <a href="http://www.ga.gov.au/ausgeonews/ausgeonews200506/warocked.jsp">http://www.ga.gov.au/ausgeonews/ausgeonews200506/warocked.jsp</a></p> <p>Appendix 6 – Rural Planning units</p> <p>Section 5 Planning unit P5 – Kendenup. Mention should be made of the Carbarup quarry, and where possible the protection of this activity from conflicting land use, e.g. tourist accommodation. As a guide, the Environmental protection Agency generic buffer for hard rock quarrying is 1,000m from ‘sensitive land uses’.</p> <p>All of this planning area is underlain by the Biranup Complex which is prospective for a range of minerals including iron ore, graphite, ochre, gold and base metals. Known mineral occurrences in this area are for gold, graphite, and ochre. The entire area is covered by exploration licence applications, and exploration may be proposed in the future.</p> <p>Section 6 Planning unit P6 – Upper Hay Catchment. The Red Gum, Woogenillup and Mt Barker spongolite mines and part of the separation area around the Carbarup quarry occur in this area. As a guide, the EPA generic buffer from ‘sensitive land uses’ for sand and limestone extraction (300 to 500m) should be suitable for the spongolite mining operations.</p>		
--	--	--	--

DRAFT TOWN PLANNING SCHEME POLICY NO 18 (DRAFT LOCAL PLANNING STRATEGY)  
MINERAL OCCURRENCES, MINING TENEMENTS AND PROPOSED CONSERVATION AREAS IN THE SHIRE OF PLANTAGENET



6.	P & DA t'Hart Spencer Road Narrikup WA 6326	<p>Strongly support to change to rural/residential for the following reasons:</p> <ul style="list-style-type: none"> <li>• A lot of people have left Narrikup over the last 10 – 15 years and it would be nice to encourage people to come to the town site.</li> <li>• We have all the facilities of a town i.e.: Sports/Recreation facility, Shop, District Hall. We feel with an injection of people into the area that the sporting facilities will be rejuvenated, etc.</li> <li>• The shop has changed hands numerous times and that shows that it is struggling to survive. We do not want to loose the shop and post office from the area.</li> <li>• With the changes of the by-pass road being almost complete, it seems an opportune time to develop certain areas.</li> </ul>	Noted. See submission 11 from Cardno acting on behalf of this submitter with a Rural Residential proposal.	No action.
7.	WestNet Energy PO Box 8491 Perth WA 6849	<p>We wish to advice that we have no WA Gas Networks Pty Ltd in the area specified.</p> <p>WestNet Energy Services has no proposed work which will require amendment to your works.</p>	Noted.	No action.
8.	Great Southern Development Commission PO Box 280 Albany WA 6331	<p>Great Southern Development Commission (GSDC) recognises the need for a robust planning strategy in light of Plantagenet Shire's healthy 1.2% average annual growth rate over the past 10 years, according to the latest ABS estimated resident population figures. GSDC sees no reason why this growth could not be maintained, particularly as it stems primarily from lifestyle and expanding industry activities.</p> <p>The strategic aim of developing Yerriminup is supported by GSDC. The Commission welcomes the opportunity to continue working with Plantagenet Shire and LandCorp in seeing the establishment of suitable industry at this special industrial estate.</p> <p>The GSDC commends the Shire on its draft planning strategy and wishes you well in achieving WAPC approval.</p>	Noted.	No action.
9.	Shire of Manjimup PO Box 1 Manjimup WA 6258	<p>It is noted that the boundary separating the Shires of Plantagenet and Manjimup occurs along the Frankland River within areas set aside as National Park and State Forest with the result that there is little activity under planning control that would require any co-ordination between our Shires.</p> <p>That stated, the closest privately held land within your Shire comprises Planning Unit 1 (PU1) separated from this Shire by a narrow section of land within the Shire of Cranbrook. PU1 contains land which has been identified by the WAPC as being of</p>	Noted. The comments about the 30ha being increased to 40ha for intensive agriculture are noted.	See submission 19 from DAF where lot size is being increased to 40ha.

		<p>State and Regional significance worthy of recognition in planning terms by use of the Priority Agriculture classification.</p> <p>A similar study of the Shires within the Warren-Blackwood Region identified land within the eastern portions of this Shire as not being of such significance as to include them within the Priority Agriculture Zone but rather in the General Agriculture Zone. While there may be some differences in soil types and rainfall, the separation distance is marginal and it is difficult to reconcile the suggested differences in classification.</p> <p>The Department of Agriculture and Food (Bunbury) has indicated to this Shire that a review of agricultural land seen to be of State and Regional Importance is being undertaken which may result in an expansion of the land worthy of protection by use of the Priority Agriculture Zoning. The outcome of that study is yet to be made known. If the conclusion is that all agricultural land within the Shire is priority agriculture land then it would help to reconcile what at present seems to be a significant disparity in terms of the value of the land in that general area to the State and the Region (always accepting the 'Region' does not mean the arbitrary boundaries between the Planning Regions of the South-West and Great Southern).</p> <p>It should perhaps also be noted the difference in view between this Council and Plantagenet with respect to subdivision potential of Agricultural land. The Shire of Manjimup endeavoured to have provisions incorporated into its Proposed Local Planning Scheme No. 4 to allow subdivision down to 30ha with a minimum of 20ha of highly productive arable land within each lot. The Commission insisted that the requirement be increased to 40ha and 30ha respectively but even then these is a wide disparity between those lot sizes and the proposals for PU1 in your proposed Strategy of 200ha and 80ha respectively for extensive and intensive agricultural activities.</p> <p>Other than the foregoing the Strategy does not appear to impact upon the planning proposals for the Shire of Manjimup and so there would not appear to be any additional comment that can usefully be made.</p>		
--	--	--	--	--

10.	<p>Department of Environment and Conservation 120 Albany Highway Albany WA 6330</p>	<p>The Department of Environment and Conservation (DEC) is treating your invitation to comment as pre-referral advice and consequently we have tended to focus on a number of specific issues where our comments may be of some assistance to you rather than undertaking a detailed reading and review of the whole draft document. It is not clear whether you have also referred the document to other DEC regions however, we are copying our comments to both the DEC Warren and Wheatbelt Regions in order that they are aware of the draft PLPS and have an opportunity to add to the South Coast Region comments. This will be particularly relevant for Appendix 5 Rocky Gully and Appendix 6 – rural Planning Units (Sections 1-8 inclusive).</p> <p><u>Section 2</u></p> <p>2.1.4 There are several references to CALM (former Department of Conservation and Land Management) in Table 1 and elsewhere in the document (eg Table 3). These should now be changed to DEC. If you prefer to retain the historical context of the table then possibly add ‘(sic)’ after CALM and footnote the change to DEC from 1 July 2006.</p>	<p>Document was referred to DEC Albany and Warren offices.</p>	
		<p>2.3.8 The Technical Advisory Group met on 16 July 2009 and a Great Southern Coordinating Committee is now being proposed for establishment.</p> <p>2.4.8 The ‘sea change’ response will also increase the amount of inland recreation and tourism to the Shire and hence will require due diligence in protect biodiversity conservation and natural landscape attributes so as to retain and enhance their special environmental values and sense of place, thereby maintaining or increasing income from tourism and recreational visitation by coastal communities.</p> <p>Omissions. Following the ‘Sea change’ section it would be appropriate to mention the statutory <i>Conservation and Land Management Act</i> (CALM Act 1984) management plans:</p> <ul style="list-style-type: none"> <li>• Stirling Range and Porongurup National Parks 1999, Management Plan No. 42.</li> <li>• South Coast Region Regional Management Plan 1992, Management Plan No. 24.</li> <li>• Walpole Wilderness and adjacent Parks and Reserves Management Plan 2008.</li> </ul> <p>The Conservation Commission is the controlling body in which the State’s terrestrial conservation estate is vested. This includes national parks, conservation parks, nature reserves, state forests and timber reserves. The DEC manages lands on behalf of the</p>	<p>Update wording in 2.3.8.</p> <p>Not considered necessary to refer to this land of detail under various Acts in the LPS.</p>	<p>2.3.8 – delete ‘was never’ and insert ‘may soon be’.</p> <p>No action.</p>

		<p>Conservation Commission. The Conservation Commission is responsible for the preparation of management plans for lands vested in it under Section 55 of the CALM Act. Management plans are developed on behalf of the Conservation Commission by the DEC with full public consultation. They are independently monitored and audited by the Conservation Commission. The development of management plans includes the development of Forest Management Plans.</p> <p>Although the Stirling Range and South Region management plans have now exceeded their initial 10 year time frame, under the CALM Act they remain in force until revised or replaced. The Porongurup section of the Stirling Range and Porongurup Management Plan is particularly relevant to the PLPS as it defines and sets the future direction and management of the Porongurup National Park thereby fulfilling so much of the demand for recreation by members of the public as is consistent with the proper maintenance and restoration of the natural environment, the protection of indigenous flora and fauna and the preservation of any feature of archaeological, historic or scientific interest.</p>		
		<p><u>Section 4</u></p> <p>4.6.2.6 DEC does not support the establishment of the proposed Priority 1 catchment area around Bolganup Dam within the Porongurup National Park as proposed in the Bolganup Creek Catchment Area drinking water source protection plan, 2008. As indicated above, under the CALM Act (1984), the national park is vested in the Conservation Commission of Western Australia and managed by DEC. There is a statutory management plan for the park under the CALM Act which remains in force until revised or replaced. This plan and its revision are the mechanism by which management of the national park, maintenance of existing visitor access and facilities and new developments are undertaken. By proposing the designation of the Bolganup Creek catchment as a Priority 1 area, the Department of Water (DoW) proposals seek to limit the management of the area by DEC and future planning for improved visitor facilities and access.</p> <p>In essence the DoW has a 'risk avoidance' approach based on the principle that any level and type of recreation is a risk to water quality whereas DEC takes a 'risk management' approach believing that recreation activities can be adequately managed through suitable planning, design and management of recreational activities and sites.</p>	<p>4.6.2.6 – the Bolganup Creek Catchment has been declared by the DOW. If DEC does not agree it should object to the DOW.</p>	<p>No action.</p>



	<p>While this issue may not be perceived to be of relevance to the Shire of Plantagenet, there will be ramifications for future tourism and local recreation needs of the Porongurup area if the risk avoidance view prevails in what is the major iconic and historical focal point of the national park. The catchment comprises approximately one quarter of the park by area and contains most of the public attractions and facilities including the Tree in the Rock, Devils Slide, Hayward, Morgans and Nancy Peaks and Wansborough Pass, with popular footpaths, picnicking, bushwalking and sealed vault toilet facilities at Tree in the Rock which were approved by the water supply authorities many years ago.</p>		
4.6.4.6	Any seeking of gravel resources from vegetated areas, whether on private or Crown lands will require stringent application of the EPA Clearing Regulations. It is DEC's preference that all new extractions occur on private cleared land.	4.6.4.6 - Noted.	No action.
4.9.4	Tourism facilities in the Porongurup area are focused around the Porongurup townsite with its reliance on the nearby Tree in the Rock and associated visitor attractions within the Bolganup catchment. Comments at section 4.6.2.6 above refer.	4.9.4 - Noted.	No action.
4.10.1.1/4.10.1.2	Strongly endorsed.		
4.10.2.2	<i>Eucalyptus globulus</i> (Blue Gum) and <i>Pinus radiata</i> (Radiata Pine).	4.10.2.2 - Agreed – correct spelling.	Correct spelling.
4.10.6.1/4.10.6.2/4.10.6.3	All strongly endorsed.		
4.10.7.3	Latin names of weeds should be in italics.	4.10.7.3 - Agreed.	Put Latin names in italics.
4.10.7.4	Endorsed. However, it is preferable to request a weed management <u>and implementation</u> plan so as to provide for a number of years of maintenance of area where weed removal or control has occurred.	4.10.7.4 – Noted – part of amendment process.	No action.
4.10.8	Strongly endorsed.		
4.11.2	It is recommended that you liaise with the Department of Indigenous Affairs, especially with regard to socio-linguistic groups, beliefs and place names.	4.11.2 – Noted but this detail unnecessary.	No action.

		4.11.3.3 You may wish to insert ‘the peak now known as Toolbrunup...in the Stirling Range...etc’.	4.11.3.3 - Noted.	No action.
		<p><u>Section 5</u></p> <p>This section has not been read in detail as its primary focus is upon planning issues and procedures. However, the following comments are provided for your consideration:</p> <p>Following on from due recognition of environmental, biodiversity and landscape issues in earlier sections, it would be valuable to have some introductory reinforcement of these fundamental Shire values, especially in the Rural Issues section 5.2 before focusing immediately on farming issues. You may also wish to include some comment to recognise the need for support of agencies such as DEC in their management and protection of national parks, nature reserves, State forest and the biodiversity aspect of Unallocated Crown Land and Unmanaged Crown Reserves, together with the protection generally of native vegetation and native fauna across the landscape.</p> <p>5.4 dot point 5 should include reference to vegetation corridors within as well as around Mount Barker. These are believed to be critical for the on-going recovery and long term sustainability of the Mount Barker Quenda population.</p>	Section 5 - Noted.	No action.
		<p><u>Section 6</u></p> <p>6.1.8.3 A number of local authorities already have a requirement for all plantation proposals to be referred to DEC when proposals are adjacent or close to DEC managed lands. It is requested that a similar provision be incorporated into the PLPS.</p> <p>6.1.8/6.1.8.8/6.1.8.9 It is pleasing to note that these sections already recognises the ‘new’ land use resulting from long term tree planting for carbon sequestration. Such plantings are in essence a permanent land use change and there are likely to be a series of issues associated with such plantings which are not all necessarily positive for the environment, particularly when adjacent or near to protected areas (conservation reserves) or other bushland.</p> <p>Such issued include:</p> <ul style="list-style-type: none"> <li>• Increased setback requirements (i.e. boundary firebreaks) not only for the</li> </ul>	Section 6 - Noted this is referring to existing Scheme and Policy provision presently in place with the exception of the paragraphs on carbon plantations.	No action.

	<p>purposes of fire control but also to enable early detection of any non-endemic seedling spread.</p> <ul style="list-style-type: none"> <li>• Water draw down affecting nearby or enclaved areas on native vegetation.</li> <li>• Under storey growth together with weed and pest control.</li> <li>• Potential hybridisation when non-endemic native species are planted adjacent to closely related endemic native vegetation (e.g. similar mallee eucalypt species).</li> <li>• Long term landscape issues.</li> </ul> <p>DEC has recently commented on carbon sequestration proposals elsewhere in which there was an expectation of fire control being addressed by rotational burning of surrounding/adjacent native vegetation, including Crown lands managed by DEC. There should be no such assumptions and fire management to Shire requirements should be accompanied <u>entirely within</u> the plantation property.</p>		
	<p>6.1.12 Landscape Protection zones are strongly supported by DEC. Part of the inherent recreation and tourism value of national parks is dependant upon the quality of view-sheds looking out from high points within such areas. Scenic lookouts such as the Porongurup peaks and to a lesser degree views south from the Stirling Range can be significantly spoilt by obtrusive or eye-catching development in the surrounding landscape. It is therefore important that due care is taken regarding size, form, orientation, colour and texture of all developments, especially roof structures and light coloured/reflective walls. Where possible roads should not be orientated along the 'line of sight' when seen from public viewing areas.</p>	6.1.12 - Noted.	No action.
	<p>6.1.13 Strongly supported, especially for DEC and National Trust covenants which focus on biodiversity conservation outcomes.</p>	6.1.13 - Noted – pleasing to see DEC support the conservation lot focus.	No action.
	<p>6.2.9 You will need to take special care with regard to Porongurup as a rural village in light of the landscape sensitivity issues raised in Section 6.1.12. The other village nodes listed are not subject to elevated surrounding view-shed issues. Generic village strategies should not super-cede the landscape and other sensitive development issues for the Porongurup area.</p>	6.2.9 - Noted.	No action.

	<p>6.5.2 and subsections 3, 4, 5 and 6. Whilst DEC shares a common concern for fire management and wildfire control, it is still important that biodiversity issues are taken into consideration, especially in the list of dot points under 6.5.2.6. It is also requested that for all Fire Management Plans there is a requirement for close consultation with DEC as a standard procedure. DEC will also look closely at proposed Bushfire Hazard Reduction zones in scheme amendments and development proposals. DEC's aim will be to provide for reduced risk to human life and conservation values in a balanced win/win manner according to specific situations.</p>	6.5.2 - Noted – part of the amendment process.	No action.
	<p><u>Appendix 1 – Mount Barker</u></p> <p>The recognition of Mount Barker's 'sense of place' and the values of remnant vegetation within and around the town-site is endorsed. Areas of remnant vegetation should be retained wherever possible and new developments or housing channelled towards already cleared or degraded land.</p>		
	<p>Section 8.9.1 – these areas also need to be maintained to protect Mount Barker's Quenda population and local scale vegetation corridors, which are focused around the southern entry to the town along the Albany Highway and through the Golf Course precinct.</p>	Appendix 1 – 8.9.1 - Agree – include a new 8.9.3.	Modify to include 8.9.3 to refer to the Quenda population.
	<p><u>Appendix 2 – Kendenup</u></p> <p>Section 7.9.1 and 7.9.2 – Recognition of the importance of native vegetation retention and enhancement is endorsed.</p>	Appendix 2 - Noted.	No action.
	<p><u>Appendix 3 – Narrikup</u></p> <p>Section 9.9.1. The remnant vegetation will also need to be managed with due regard to biodiversity conservation. There are a number of Priority Flora species in and around the Narrikup town-site. Further clearing for land release and hazard reduction burning of remnant vegetation should only be undertaken after due consideration of biodiversity values in liaison with DEC and due legal processes.</p>	Appendix 3 - Agree.	Modify 9.9.1 to include reference to biodiversity values and in consultation with DEC.

		<p><u>Appendix 4 – Porongurup</u></p> <p>It is pleasing to note the recurring theme of landscape sensitivity and native vegetation retention, including consideration of view-sheds from the Porongurup National Park, throughout this section.</p> <p>Section 3.1 – As noted above in section 4.6.2.6 of the PLPS, DEC has a number of issues with the proposed gazettal of a Priority 1 Catchment Area within the Bolganup Creek Catchment.</p> <p>Section 3.9 – The cycle trails shown on both figures within Porongurup National Park are outside the recommendations of the Stirling Range and Porongurup National Parks Management Plan. Hence they, and any other new proposals would require statutory management planning and public consultation within the ambit of the CALM Act (1984) in order to be considered.</p>	Appendix 4 - Noted.	No action.
		<p><u>Appendix 5 – Rocky Gully</u></p> <p>Any comment on Rocky Gully should be obtained from the DEC Warren Region in Manjimup.</p>	Appendix 5 - Noted.	No action in respect to this submission.
		<p><u>Appendix 6 – Rural Planning Units</u></p> <p>Planning Units P1, P2, P3, P4, P5, P6, P7, P8, should be referred to DEC Warren Region (Manjimup) and/or DEC Wheatbelt Region (Narrogin/Katanning) for comment.</p> <p><u>Planning Unit P9 – Upper Kalgan Catchment</u></p> <p>The Porongurup to Stirling Range macro-corridor (e.g. Twin Creeks) which should be acknowledged. Other macro-corridor links radiate south (P11) and west (P6, 7 and 8) from the Porongurup Range.</p> <p>As indicated in the opening paragraph of this letter, of necessity it has only been possible to undertake a rapid initial assessment of the PLPS documentation and many sections have not been afforded the necessary degree of detailed consideration at this stage. Nevertheless many of the comments made will hopefully be of value to you in further advancing the PLPS.</p>	Appendix 6 - Noted. The corridors are show on Figure 2 as per the LGSS.	No action in respect to this submission.
11.	Genelle Pennington Senior Town Planner Cardno	Cardno (WA) Pty Ltd has been engaged by Mr Pieter t’Hart, the landowner of Loc 4973 Spencer Road, Narrikup (herein referred to as ‘subject land’), to lodge a submission regarding TPS Policy No. 18 – Draft Local Planning Strategy (DLPS).	This is an extensive submission which proposes lot 4973 be	Show this lot as possible Rural Smallholdings.

	<p>PO Box 713 Busselton WA 6280</p>	<p>Cardno, on behalf of our client, recognises the effort that has been undertaken by the Shire of Plantagenet (SoP) in the preparation and subsequent advertising of the DLPS. Our response the DLPS and submission provides the following:</p> <ul style="list-style-type: none"> <li>a) Background and history of the DLPS;</li> <li>b) An overview of regional, state and local planning instruments including the advertised DLPS and implications for the development proposal;</li> <li>c) Outcomes from the preliminary discussions with the SoP in relation to the DLPS and the development proposal;</li> <li>d) Description of the development proposal; and</li> <li>e) Justification for the development proposal.</li> </ul> <p>The SoP has prepared a draft Local Planning Strategy and a draft Conceptual Structure Plan for Narrikup Rural Village, which identifies the development potential within the townsite and adjoining locality for future residential and 'Rural Residential' development, however the subject land has not been considered.</p> <p>Given the proximity of the subject land to the Narrikup townsite, it is our client's aspirations to develop the subject land for 'Rural Residential' purposes in accordance with the aims of LGSS (Lower Great Southern Strategy) and DLPS. It is respectively requested that the DLPS and Conceptual Structure Plan for Narrikup Rural Village be amended to ensure that the policy is in favour of consolidating a 'Rural Residential' estate on the subject land (consistent with the development proposal as detailed below).</p> <p>Our client's proposal for a 'Rural Residential' development will require the preparation of a SAR application and subsequent initiation of a scheme amendment and Subdivision Guide Plan from the SoP in accordance with the requirements of TPS3 and other statutory planning instruments.</p> <p>Our client's indicative proposal (refer to the attached Indicative Concept Plan at the end of this submission) illustrates how the proposal has been designed in accordance with the objectives and intent of the 'Rural Residential' zone under TPS3. The proposal aims to incorporate sustainable measures such as the retention of remnant vegetation, provision of rainwater tanks/rooftop harvesting (fire and personal uses), passive solar orientation, alternative treatments units (ATU's) for onsite effluent as well as maintaining existing homestead and bushland values (where possible) to</p>	<p>shown as Rural Residential. This land is west of Narrikup and the majority is cleared farmland. The northern third of the lot is low lying and wet and on an indicative concept plan with the submission is shown as having five larger lots. Two of those lots are located near vegetation and fire safety would require clearing. The southern half of the lot is shown with a range of lots from 5,000m<sup>2</sup> to 1ha. The 1ha lots have building envelopes backing into vegetation and fire safety would again require clearing. 18 lots back onto a well vegetated reserved land to the east and south and fire safety would mean these lots are not possible.</p> <p>This land is much lower in elevation (112m AHD)</p>	
--	---	---	--	--

		<p>ensure that the development does not negatively impact on the surrounding rural and natural landscape of the Narrikup Rural Village.</p> <p>Based on our review of the DLPS, we provide the following comments with respect to the DLPS and Conceptual Structure Plan and its implication on our client's property and development proposal:</p> <ul style="list-style-type: none"> <li>• The subject land is included within the 'Special Control Area' in the Narrikup Conceptual Structure Plan area for rural purposes, rather than potential 'Rural Residential' purposes;</li> <li>• The subject land is not identified as potential 'Rural Residential' land within the Narrikup Conceptual Structure Plan area. Given the proximity of the subject land to the Narrikup Rural Village (approximately 576 metres) and proximity to the regional and local transport network (both road and rail), the development proposal achieves the intent and principles of the DLPS for this Rural Village; and</li> <li>• Other Scheme Amendment proposals in the Narrikup and Kendenup Rural Villages are either being considered, or have been initiated by the Shire for similar 'Rural Residential' development proposals, as is suggested for this property.</li> </ul> <p>We acknowledge the efforts undertaken by the SoP to prepare and subsequently advertise this comprehensive document, however we believe that the subject land should be included within the Narrikup Rural Village for potential 'Rural Residential' purposes and reference to this proposal should be included in the DLPS.</p> <p>It is respectfully requested that Council amend the DLPS to include the subject land, as a suitable area for 'Rural Residential' development within the DLPS and Conceptual Structure Plan for Narrikup Rural Village and acknowledge that a SAR application should be lodged with the Council for the proposed development.</p> <p>The DLPS identifies that the Narrikup area is a location with public health and/or environmental constraints associated with onsite effluent disposal. In light of this draft Policy, the DLPS and discussions with the SoP, any future development will require further investigation of and installation of ATU's as opposed to conventional septic systems, to minimise any potential environmental impacts. The proposed development will address this matter in accordance with the requirements of the draft Policy and regulatory authority standards and/or requirements.</p>	<p>compared to the land identified in the LPS to the north of Narrikup (139m AHD). This low elevation (except for the southern portion of the lot) and the issue of fire safety have not been addressed adequately and make this land as unsuitable for more intense Rural Residential development at this point in time.</p> <p>The reference to Amendment No. 50 is irrelevant as this relates to the Kendenup village subdivided in the 1920's.</p> <p>The points raised in this proposal do not justify the Rural Residential proposal, however, larger Rural Smallholding lots of over 4ha with one large lot in the low area would be appropriate.</p>	
--	--	---	--	--

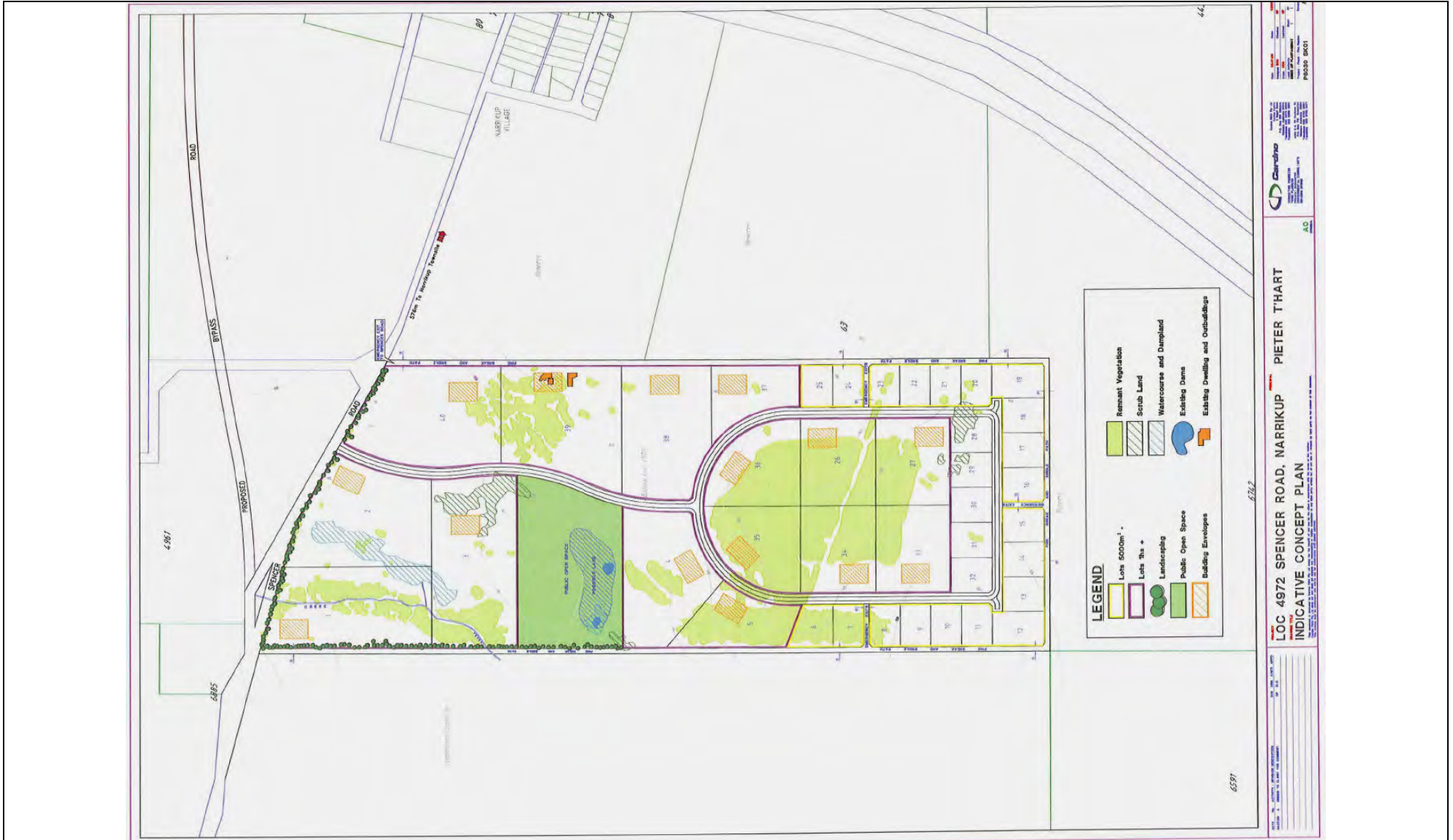
		<p>Similarly to the proposed Scheme Amendment No. 50, the subject land is located within close proximity to the Narrikup Rural Village and should be identified as a suitable location for 'Rural Residential' development. The consideration of a proposed Scheme Amendment would be appropriate given the nature and context of this proposal, is similar to that of the Kendenup Village rezoning and the recent SAR submitted for a 'Rural Residential' development north of the proposed Bypass Road, Narrikup.</p> <p><b>Preliminary Discussions with SoP</b></p> <p>Cardno has engaged in various discussions with the Planning Officer from the SoP. The Planning Officer provided the following advice in relation to the DLPS and this submission:</p> <ol style="list-style-type: none"> <li>1) recognise the efforts of the SoP with respect to the statutory timeframe, processes and procedures to progress the advertising of the DLPS;</li> <li>2) advised that the subject land has not been included in the DLPS or Narrikup Rural Village Conceptual Structure Plan for future 'Rural Residential' development; and</li> <li>3) Advised that our client could lodge a submission with the Council on the DLPS, describing the proposal, providing a justification for a proposed Scheme Amendment and Subdivision Guide Plan, taking into consideration the recently initiated Scheme Amendment No. 50 and SAR application for the creation of 'Rural Residential' lots within Narrikup and identifying the benefits of the proposal to the Narrikup townsite.</li> </ol> <p>It is understood, following discussions with the SoP, that there is currently a 'Rural Residential' SAR application being advertised which proposes lots between 6,000m<sup>2</sup> – 4ha in size (which is located immediately north of the Bypass Road).</p> <p>Based on these discussions, this submission has been prepared to address the abovementioned comments, particularly with respect to our client's proposal and its relationship to the DLPS and other statutory and strategic planning instruments and to the Narrikup Rural Village and surrounds.</p> <p><b>The Proposal</b></p> <p>Our client is seeking to develop their property for the creation of 40 'Rural Residential' lots and 1 Public Open Space area. The Indicative Concept Plan for the</p>		
--	--	---	--	--



		<p>proposed 'Rural Residential' development has taken the following into consideration:</p> <ul style="list-style-type: none"> <li>• proximity to the Narrikup Rural Village e.g. local commercial/retail shop and community/public infrastructure and facilities;</li> <li>• lot sizes ranging between 5,000m<sup>2</sup> and 5ha;</li> <li>• retention of existing residential dwelling and associated outbuildings;</li> <li>• retention of remnant vegetation (where possible);</li> <li>• topography and natural features of the site e.g. low lying areas, vegetated areas;</li> <li>• provision of Open Space Area, including water source e.g. lake and dams;</li> <li>• provision of strategic firebreaks for those proposed dwellings abutting the Regional Reserve to the southern and eastern boundaries to address fire management issues;</li> <li>• provision of landscaping along the western and northern boundary to minimise any potential visual impacts on neighbouring land uses and passing traffic along the Bypass Road;</li> <li>• creation of walk trails and bridle paths within and around the proposed development to provide access for the local residents.</li> <li>• access to the proposed development shall be from Spencer Road only which terminates at Lot 1 of this property due to the construction of the proposed Bypass Road;</li> <li>• provision of rainwater tanks/rooftop harvesting and ATU's to all proposed dwellings on the development;</li> <li>• provision of electricity and telecommunications through existing network; and</li> <li>• generation of employment opportunities for the SoP and Lower Great Southern Region during the construction phases of the subdivision and development.</li> </ul> <p>Our client seeks to ensure that sustainable development principles are applied to all aspects of the subdivision and development of their property to benefit not only the development area, but also the Narrikup Rural Village and Lower Great Southern Region. Attached is the Indicative Concept Plan for the proposed 'Rural Residential'</p>		
--	--	---	--	--

	<p>development.</p> <p><b>Justification</b></p> <p>The key findings from the review of the DLPS and other statutory planning instruments, concludes that the proposed development is:</p> <ul style="list-style-type: none"> <li>• consistent with the intent and principles of the SPP No. 3, as additional residential development should be provided in existing settlements, including Rural Villages such as Narrikup;</li> <li>• consistent with the intent and principles of the SPP No. 11, as the land has not been identified as 'Priority Agricultural Land' and has the potential for other land uses other than agricultural pursuits;</li> <li>• consistent with the aims of the LGSS, as the development proposal will address issues such as water supply and ATU's provision, contribution to community/public infrastructure and facilities, protection of groundwater and other environmental attributes, provision of appropriate lot sizes consistent with recent development proposals and consideration of bushfire management measures;</li> <li>• consistent with TPS3, as this submission provides a description of the development proposal and identifies how the proposal will achieve the principles and intent of the TPS3, subject to a SAR application being considered by the Council for a potential rezoning for this property;</li> <li>• inconsistent with the DLPS, as the subject land has not been identified as potential 'Rural Residential' zone within the DLPS, or Conceptual Structure Plan. As identified earlier, the development proposal will address the DLPS requirements through the provision of a pedestrian friendly environment, rainwater tanks/rooftop harvesting and ATU's, solar power generation, Public Open Space, strategic fire breaks, bridle trails and landscaping. The development proposal will also minimise any clearing of remnant bushland, contribute to the community/public infrastructure and facilities within Narrikup Rural Village (if required) and the lots are designed to be no less than 5,000m<sup>2</sup> to minimise any potential environmental and/or visual impact on the subject land and surrounding Narrikup townsite consistent with the DLPS;</li> <li>• consistent with other Scheme Amendment proposals, either SAR or initiated by</li> </ul>		
--	--	--	--

		<p>the Council e.g. Kendenup or Narrikup rural Village for the provision of lot sizes no less than 5,000m<sup>2</sup> which is consistent with the DLPS and Conceptual Structure Plan for the Narrikup Rural Village;</p> <ul style="list-style-type: none"> <li>• consistent with the preliminary discussions with the SoP, as this submission sets the scene for the proposed ‘Rural Residential’ development for the subject land, subject to Council’s consideration and subsequent modifications to the DLPS and Narrikup Rural Village – Conceptual Structure Plan and consideration of a SAR application, based on this submission’s content and justification;</li> <li>• sustainable development principles applied to the development proposal e.g. solar power generation, roof top harvesting, provision of rainwater tanks, provision of ATU’s, protection and conservation of flora and fauna species, encourage connectivity between the development area and Narrikup townsite and generate employment opportunities for the SoP and the Lower Great Southern Region; and</li> <li>• designed in accordance with TPS3 and DLPS with respect to ‘Rural Residential’ statutory provisions and the intent and principles of other State and Local Government policies (including Liveable Neighbourhood and State Sustainability Strategy) and the natural and physical attributes of the subject land.</li> </ul> <p><b>Conclusion</b></p> <p>On this basis, it is requested that the Council considers our client’s development proposal and includes the subject land for the purposes of ‘Rural Residential’ development within the DLPS and Narrikup Rural Village Conceptual Structure Plan to facilitate the desired development of the subject land.</p> <p>It is also requested that the Council considers a SAR application to be lodged for the development proposal, based on the Indicative Concept Plan and justification provided in this submission.</p> <p>Once again, we recognise the SoP’s efforts in the preparation and advertising of the DLPS and trust this submission informs you of our client’s intentions to develop their property for ‘Rural Residential’ purposes.</p>		
--	--	---	--	--



12.	<p>WJ and HJ York PO Box 316 Mount Barker WA 6324</p>	<p>On 29 November 2005, responding in part to the Mount Barker Rural Strategy Report, we submitted the enclosed letter requesting that locations 5082, 2483, 5369, 852 and 1402 be considered for subdivision (or as we now know, for rezoning to rural residential).</p> <p>In March 2007, we engaged Thompson McRobert Edgeloe (TME) to prepare a Planning Feasibility Report for our property.</p>	<p>Locations 5369 and 852 are shown as possible Rural Residential.</p>	<p>No action.</p>
		<p><u>Lot 5082</u></p> <p>Currently this is included in Precinct 8 but the land does not fit the description contained in the DTPS in that it has a southerly aspect.</p> <p>Quotes from the 2007 TME report were included.</p> <p>Lot 5082 is within close proximity to Mount Barker townsite and adjacent areas identified for rural residential development and therefore forms a logical extension for rural residential and/or tourist uses within this locality.</p> <p>‘The subject land, in particular Lot 5082 has extensive vistas south and southwest towards Albany and Mount Barker Hill and offers a variety of rural outlooks attractive for rural residential development’.</p> <p>Lot 5082 is now owned by the Kirkella Superannuation Fund of which we (Warren and Heather) are trustees so have submitted this request on behalf of the Fund.</p> <p>We therefore request that Lot 5082 be included in the Rural Residential category of the DTPS.</p>	<p>Location 5082 is in unit P8 where Rural Residential is possible subject to justification and a precinct structure plan being prepared and land use conflict being avoided.</p>	<p>No action.</p>

		<p><u>Lot 1402</u></p> <p>Currently this is included in Precinct 7 but the DTSP does not depict Lot 1402. In fact it appears that the description in the DTSP specifically excludes Lot 1402. Lot 1402 is approximately 1km from the Mount Barker-Porongurup Road and only glimpses of it can be seen from there.</p> <p>Its contiguity with the rifle range is restricted to 236m (approximately 10% of the rifle range's long boundary) at the very rear of the rifle range's tract.</p> <p>Lot 1402 has extensive views to the Porongurup Ranges, Albany coast and eastward to Mount Barker Hill and is bordered on the southern side by Crown Land.</p> <p>We would therefore request that Lot 1402 be withdrawn from Precinct 7 and included in the 'Future Rural Residential' area to which it is adjacent.</p>	<p>Lot 1402 is in unit P7 and Rural Residential may be permitted subject to justification and a precinct structure plan and land use conflict being avoided.</p>	<p>No action.</p>
--	--	---	--	-------------------

13.	<p>Planning South West PO Box 7125 Eaton WA 6232</p>	<p>It is understood that the Shire will be seeking support from the WAPC for a minor departure in the State’s rural planning framework as the LPS is considered to be more locality based supported by ground truthed provisions. In response to the 11 specific variations, listed by Council, the following points are made:</p> <ul style="list-style-type: none"> <li>• 1. <i>Clause 6.1.4.2 – Rural Land</i> – The retention of not less than 20ha of high capable soils within an overall lot size of 30ha is consistent with other South West and Great Southern local government authorities and is considered to promote a sustainable intensive agricultural industry, and thus supported. The need for supporting technical reports will ensure viability of the proposed lots.</li> <li>• 2. <i>Clause 6.1.6.4.1(ii) – Rural Residential Zone</i> – Rural residential lot sizes, not less than 4,000m<sup>2</sup>, where appropriate, are supported as they provide the opportunity for: <ul style="list-style-type: none"> <li>○ A logical transition from urban density, through the peri-urban fringe to adjoining intensive and/or broadacre farming areas;</li> <li>○ Clustering of lots where areas of significance (local or regional ecological linkages) or constraint (salt, surface rock etc); and</li> <li>○ A variety in lot sizes to cater to a wider range of community expectations.</li> </ul> </li> <li>• 3. <i>Clause 6.1.6.4.1(iii) and (iv) require that a RR lot below 4ha which is not to be connected to reticulated mains water supply</i> – a requirement to use non potable water for fire fighting, domestic or agricultural irrigation is supported. However, clauses 6.1.4.1 (iii) and (iv), do not appear to clearly reinforce this desired outcome. As we understand the 92,000L is to be the higher ‘treated’ water for use within the dwelling while the 50,000L for irrigation and fire management does not need to be potable, treated to the extent, e.g. – dam, grey water and bore.</li> <li>• 4. <i>Clauses 6.1.8.7 – 6.1.8.12 address carbon plantations</i> – The opportunity for ‘carbon plantations’ is noted and supported.</li> <li>• 5. <i>Clause 6.1.13.3 – Conservation lots</i> – The intent of clause 6.1.13.3, is noted, however it is unlikely the WAPC will not support as it will be seen as a dilution of DC 3.4 and the current wording provides an opportunity for the creation of small predominantly cleared rural residential lots in an agricultural zone.</li> </ul> <p>Greater clarification should be included as to what conservation ‘attribute’ each of the proposed lots must contain. It is my understanding that a patch of</p>	<p>This first part of the submission is in support of the principals and proposals in the LPS and this support is noted. The creation of additional zone titles for rural areas such as Bushland Protection or Conservation are not considered necessary.</p>	<p>No action.</p>
-----	--	--	---	-------------------

		<p>vegetation less than 4ha in area (contiguous) will have minimal biodiversity value.</p> <p>Need to clarify if National Trust is still taking on covenants.</p> <p>Consideration should also be given to zones other than ‘small rural holding’ or ‘rural residential’ in the creation of multiple conservations lots. Zones such as ‘Bushland Protection’ or ‘Conservation’ may provide a more appropriate level of protection that the generic urban zones suggested by DC 3.4.</p> <ul style="list-style-type: none"> <li>• 6. <i>Appendix 1 (Mount Barker)</i> – 6.11 and 8.1.2 – Rural Residential lots of not less than 4,000m<sup>2</sup> are supported, see comments within 2 above.</li> <li>• 7. <i>Appendix 1 (Mount Barker)</i> – The use of potable water for rural residential allotments is supported and should be further encouraged by the WAPC even in standard residential developments.</li> <li>• 8. <i>Appendix 3 (Narrikup)</i> – Rural Residential lots of not less than 5,000m<sup>2</sup> are supported, see comments within 2 above.</li> <li>• 9. <i>Appendix 5 (Rocky Gully)</i> – The 30ha lot size is supported. However, within Clauses 6.5 and 8.5, reference is made to conservation lots and DC 3.4. It is considered advisable that the variation proposed by Clause 6.1.13.3 (refer 5 above) be reinforced or made mention of in this section and other ‘Subdivision and Development Guidelines’ within Appendix 6.</li> <li>• 11. <i>Appendix 6 (Rural Planning Units) – Clauses 11.2 and 11.4</i> – Reference to 200ha, 40ha, 30ha, Rural Smallholdings etc, does require a conservable amount of cross referencing. The 200ha and 80ha minimums of the WAPC have been referred to but greater emphasis has been placed on the opportunities for smaller lots. Whilst supported, the WAPC may need greater clarification as to why lot sizes of these sizes should be supported.</li> </ul>		
		<p><b>Part two – request for Rural Residential – Locations 5708, 5709 and 5715 Watermans/O’Neill Roads</b></p> <p>The Shire’s Local Rural Planning Strategy – LPS, (<i>Draft Policy 18</i>) retains Locations 5708, 5709 and 5715 (the site) as rural – Priority Agriculture. This submission seeks Council’s support to have the site and locality attributes which support closer development recognised and the subject site identified as “Rural Residential”.</p>	<p>The submission then proposes Rural Residential (RR) zoning over locations 5708, 5709 and 5715 Watermans/O’Neill Roads. Subdivision</p>	<p>No action.</p>



		<p>The site is located midway between Mount Barker and the Porongurup Rural Village, is situated within the southern portion of what we consider to be a mixed growth corridor between Mount Barker and the Porongurup Rural Village.</p> <p>The northern boundary of the growth corridor is the Mount Barker - Porongurup Road, being the main tourism route connecting Mount Barker and the Porongurup's. The southern boundary is O'Neill Road. Land uses within this corridor comprise rural residential, tourism, broad acre and intensive agriculture and timber plantations. The corridor is bisected by the 700mm isohyet, which is considered by the Department of Agriculture and Food as being the northern edge of the priority agricultural land. Physically, the corridor contains attributes which suit a closer settlement pattern such as; extensive views towards the Stirling Ranges and Porongurup, gentle to moderate slopes, significant patches of vegetation and defined creek lines.</p> <p>These physical attributes all combine to promote this locality as being a mixed use corridor capable of accommodating additional urban and rural land uses without jeopardising priority agricultural land towards the south.</p> <p>Planning over the site for rural residential development commenced in February 2007, draft subdivision design, provided to Council officers. A copy of that plan is contained within Attachment 1. An application to seek rezoning was placed on hold pending the outcome of the preparation of the LPS.</p> <p>The 1 ha minimum lot size contained within Attachment 1 reflects the Shire's minimum lot sizes at the time. However, as evidenced by our supporting comments in Part One, lot sizes of not less than 4-5000m<sup>2</sup> are supported and should be encouraged where appropriate. The current design does identify an opportunity for smaller lot sizes within certain portions of the site. Where steeper slopes exist, retention of the larger 1ha sizes remains more appropriate.</p> <p>In 1998 Bunning's undertook an extensive agricultural capability assessment, culminating in the preparation of the map contained within Attachment 2. The site is not considered to be priority agriculture and all areas considered to be constrained have been regenerated with native seeds from nearby Reserve 1905. The regeneration program was co-ordinated with guidance from the Oyster Harbour Catchment Group and has resulted in the protection of the headwaters of Napier Creek (refer Attachment 3). Outside the regeneration areas the site has been planted as a commercial tree plantation.</p> <p>The proposed plan of subdivision is conceptual it re-enforces a commitment from the</p>	<p>concepts with the submission shown over 350 (1ha) lots and argue that the land is near the mixed use growth corridor between Mount Barker and Porongurup. Plans also show possibly more lots of 4,000 – 5,000m<sup>2</sup>.</p>	
--	--	---	--	--

		<p>landowner for a sustainable level of development. The proposed is thus considered consistent with the general Strategies and Actions of LPS as it adopts sound catchment management principals and priority agricultural land is not being removed from production.</p> <p>The site is considered to have marginal agricultural capacity an Agricultural Impact Assessment shall be prepared in accordance with State Planning Framework at the time of rezoning. The concept plan is at the end of this summary of submissions.</p> <p>The site is located across three Rural Planning Units. Each planning unit provides for closer settlement within the vicinity of the site. A more detailed assessment of the Planning Units is provided below.</p> <p><b>Planning Unit 8</b></p> <p>PU8 re-enforces that a vector of growth (refer Figure 2) does exist between Mount Barker and Porongurup within which a mixture of land use exists. The policy provisions recognise that within the eastern portion of the planning unit, opportunity for “closer settlement” (Clause 8.3) exists where the merits can be demonstrated.</p> <p>Development in the manor proposed is considered to have merit as it rounds off the existing rural residential development contained within the western portions of PU 10.</p> <p><b>Planning Unit 10</b></p> <p>The Porongurup locality is a highly desired place to live which accounts for why PU 10 is “almost entirely” developed for closer settlement and rural smallholdings. Rural Residential is consistent with established settlement pattern of the locality.</p> <p>The subject site is located within the western portion of the planning unit, away from the major tourist route and within close proximity (3km) to an existing rural residential development. Development of the subject site would ensure the visual protection of the Mount Barker – Porongurup Road.</p> <p>The proposed plan of subdivision is considered compliant with Clauses 10.8.5 of Appendix 4 as it protects all existing drainage and low lying areas.</p> <p>The adopted design philosophy and extensive regeneration of the creek lines is considered to promote the site as being part of newly created local ecological linkage with connection into an existing east west ecological linkage identified in the Lower Great Southern Strategy.</p>		
--	--	--	--	--

		<p><b>Planning Unit 11</b></p> <p>The predominant broad acre land uses within PU 11 are acknowledged. Given that the NW portion of the Policy area is also influenced by the objectives of PU7, PU8 and PU10, a more appropriate density of development would be rural residential to assist in rounding off the existing settlement pattern within PU10.</p> <p>Development of the site for rural residential purposes is not considered to be in conflict with general objectives of preserving priority agricultural land.</p> <p><b>Appendix 1</b></p> <p>In addition to the three specific planning units, the general planning provision contained within Appendix 1, further support the development of the subject site for rural residential development.</p> <p>The merits of the rural residential nodes are acknowledged. However, the proposed locations are considered to have more constraints to development than the subject site.</p> <p>The subject site development will have no impact on the visual amenity of the area and existing ‘constraints’ such as low lying areas have been overcome to be a design feature and positive environmental outcome.</p> <p>The proposal represents an opportunity for a willing owner to undertake sustainable development and establish a bench mark in design responsive to the environmental and visual attributes of the site and locality.</p> <p><b>Summary</b></p> <p>Development of the subject site for rural residential development is considered consistent with the proposed planning framework of the LPS as it will result in:</p> <ul style="list-style-type: none"> <li>• The protection and enhancement of the rural landscape and environmental values;</li> <li>• An appropriately located and serviced sustainable development that does not place inappropriate demands on the Council or servicing authorities in terms of upgrading or maintaining services;</li> <li>• Promoting a high standard in quality of lifestyle consistent with community expectations;</li> <li>• Minimising disruption to existing agricultural pursuits;</li> </ul>	<p>The LPS states for rural unit P11 (5715) there may be land in the north west corner for Rural Smallholding (RSH) but not RR. RSH lots range from 4 – 40ha. There is no indication that locations 5708 (P10) and 5709 (P8) are proposed for other than priority agriculture land. Certainly there is no indication of 1ha lots or 4,000m<sup>2</sup>. In excess of 350 lots would essentially create another village which would be contrary to the objectives of the LPS</p>	<p>Clarify in 11.3 of P11 that lot 5715 may be suitable for RSH lots of in the order of 6-10ha subject to detailed capability and planning justification.</p> <p>Retain 5708 and 5709 as priority agriculture.</p>
--	--	---	---	--

	<ul style="list-style-type: none"> <li>• Recognition of prime agricultural land, landscape and environmental values;</li> <li>• Creative planning and design outcomes; and</li> <li>• Conserve and enhance the natural environment, the rural landscape and the features and views unique to the Shire, such as the Stirling &amp; Porongurup Ranges.</li> </ul> <p><b>Additional Justification</b></p> <p>The most recent population figures for the region underestimate current and projected growth rates.</p> <p>The subject site is presently serviced by two above ground power lines and preliminary discussions with Western Power confirm that development to the density proposed will not require upgrading of either line.</p> <p>The need for future rural residential development to be more sustainable is supported. Given that the site is in an area which receives on average approximately 700mm of rainfall per year, the ability to collect 92,000L of potable water is easily achieved.</p> <p>The allocation of a further 50,000L from a ‘less potable’ water supply should be sourced. The existing water supply from the Porongurup’s is understood to be non-potable and use of this water within the subject site and other rural residential estates within this locality is seen as a sustainable use of this existing resource.</p> <p>Development of the subject site will result in the opportunity to upgrade both O’Neill and Watermans Road which remains consistent the Shires objective to seal strategic rural roads.</p> <p>New rural residential development has the potential to increase the pressure for local refuse collection. With an improved road network and the refuse depot being located within 8km of the site the ability to fully service the proposal will not come at an unnecessary cost to Council.</p> <p><b>Summary of additional justification</b></p> <p>The development of the subject site for rural residential purposes is considered sustainable and has the opportunity to maximise existing infrastructure. Normally, rural residential is criticised, for placing burden on Council’s and service authorities (clause 5.2) to upgrade and maintain services.</p> <p>The subject site will not result in the need such an outcome as:</p>		
--	--	--	--

		<ul style="list-style-type: none"> <li>• The existing power supply is sufficient and will be place underground by the proponent;</li> <li>• A secondary potable water supply for domestic irrigation or toilets is presently available;</li> <li>• The exiting road network will be upgraded by the proponent; and</li> </ul> <p>The site is close to requisite urban services such as refuse disposal.</p>		
--	--	---	--	--



14.	Water Corporation PO Box 100 Leederville WA 6802	Other relevant documents that should be mentioned are the State Water Strategy 2003 (Department of Premier and Cabinet), State of Planning Policy 2.9 Water Resources (Department for Planning and Infrastructure), and Better Urban Water Management (Department of Water). The requirement is for a Water Management Plan to be prepared for every key planning action. Coverage of water management should be included in the Local Planning Strategy.  The Corporation has not been able to do a formal review of each water or sewerage scheme due to the short timeframe for response.	Agree – update to refer to approval for plan in 2007.	Insert new 2.5.5 as follows: ‘2.5.5 This Plan was approved and published in 2007 by the Department of Water.’ Renumber 2.5.5 to 2.5.6.
		<b>Mount Barker</b>  <i>Water</i>  While the existing residential area of Mount Barker is generally serviced with reticulated water, further expansion of the residential areas to the north and south will necessitate a comprehensive scheme review. A likely outcome from that process will require extension to the existing mains plus improvements to the reticulation network from the main reservoir in Montem Street through to the proposed development area to meet the projected increase in demand.  Development of the proposed industrial area, Yerriminup Park to the south of the town, will require connection to the town reticulation network. To meet the anticipated additional increase in water demand, there will also be a need for existing network upgrades.  <i>Sewerage</i>  Where topographical conditions permit, future residential areas where the proposed lot size is less than 2000m <sup>2</sup> should be connected to the Corporation’s wastewater system. This may require scheme upgrades plus the installation of additional pumping stations to facilitate discharge to the existing wastewater treatment plant located to the north east of the town.	State Water Strategy is addressed on pg 19.	No action.
			State Planning Policy 2.9 is addressed on pg 11.	No action.
			Water Corporation (Albany) has advised there is adequate water capacity and that the line from Albany is to be upgraded and this will cover Yerriminup which has been zoned for many years.	No action.
<b>Kendenup</b>  <i>Water</i>  While the overall boundary of Kendenup Village remains relatively unchanged, there will be a need to upgrade the supply from Mount Barker in order to meet ultimate demand.	Kendenup upgrades are acknowledged.	No action.		

		<p><b>Narrikup</b></p> <p><i>Water</i></p> <p>The existing water supply arrangement is adequate to meet the demand for the existing town site area. Development of the residential area to the north will possibly require scheme upgrade to meet the additional demand.</p>	Narrikup comments noted.	No action.
		<p><b>Porongurup</b></p> <p><i>Water</i></p> <p>It is unlikely that the existing water supply scheme would be extended to cater for additional demand without significant upgrades taking place. A comprehensive scheme review will have to be undertaken to determine the ultimate supply strategy for this village.</p>	Porongurup need for upgrades are acknowledged.	No action.
		<p><b>Rocky Gully</b></p> <p><i>Water</i></p> <p>The conceptual structure plan indicates that there would be little impact on the current water supply system hence it is anticipated that upgrades will not be required to meet projected medium term demand.</p>	Rocky Gully comments noted.	No action.
15.	Warren York PO Box 316 Mount Barker WA 6324	<p>One theme that should be debated further is that espoused in Appendix 1 page 27 section 4.6 which could be crystalised and paraphrased – ‘that the current monopoly of our local supermarket/hardware complex should be preserve’. This is blatantly anti competitive and appears to run counter to Federal, State and Local Government philosophy on competition.</p> <p>That a monopoly survives and/or flourishes in a competitive environment is completely different to enshrining the monopoly into policy which protects it from the torch of open competition.</p> <p>Mount Barker has three major by pass roads (Albany Highway, Muirs Highway and Spencer Road) that do exactly what they are designed to do – by pass the town centre of Mount Barker and thereby take ‘tourists’ away from Mount Barker. This is why I, as General Manager of the Mount Barker Co-operative Ltd in the 1990’s, prior to the extensions to the supermarket that commenced in the late 1990’s, strongly urged the Co-op Board to proceed to relocate the supermarket and fuel businesses to north of the proposed northern by pass which then was to enter Albany Highway approximately</p>	<p>Appendix 1 - 4.6 is on pg 28 and to restrict to a monopoly is contrary to the National Competition Policy.</p> <p>The LPS is saying no additional retail centres outside the Mount Barker CBD. It is not protecting a monopoly.</p> <p>Comments offered about co-operative</p>	No action.



		<p>opposite the High School house. I still believe that the Co-op Board was grossly negligent in dismissing the idea outright and not even engaging a consultant for advice on this concept.</p> <p>If the preservation of the proposed monopoly is withdrawn from the DTPS other such statements such as in Appendix 1 page 27 4.5 'retail growth is largely dependent on population growth' should be re-examined.</p> <p>Efficient, transparent, public spirited community monopolies can be a boon but protected, self serving monopolies can degenerate to be a detriment to the very market they serve.</p>	<p>past decisions are not relevant.</p>	
16.	<p>Jason and Misty Rutter 6 Haese Street Mount Barker WA 6324</p>	<p>As owners of Lot 13 Valley View Farm Strata Plan we do not support the DTPS.</p> <p>A portion of the lots are described as being rezoned as Residential R17.5.</p> <p>These lots were bought as 'hobby blocks' and should be rezoned to Rural Residential to blend residential (Harry Reeves) with rural (eastern side of Valley View Farm Strata).</p> <p>Changing of zoning of these lots would compromise their current uses and could cause the owners undue hardship in the future due to possible complications selling the lots if the power was not connected and they were zoned Residential.</p> <p>Current zoning should be kept in place or replaced with Rural Residential.</p>	<p>There are in excess of 60 strata lots on this 'Valley View' special site zone where houses (grouped dwellings) are permissible.</p> <p>This LPS can show this as potential residential as it will be up to the landowners to all combine and engage consultants to prepare a rezoning. The LPS does not actually rezone land. All landowners must agree in the eventual form of rezoning as does the Council and the WAPC.</p>	<p>No action.</p>

			<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Shire of Plantagenet</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">TPS Policy No. 18</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Appendix 1</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Local Planning Strategy</p>	
17.	<p>Department of Water PO Box 525 Albany WA 6331</p>	<p>The DoW has provided extensive comments regarding modifications. Some of the comments focus on:</p> <ul style="list-style-type: none"> <li>• Significant Council Strategies and Policies;</li> <li>• Infrastructure – potable water and the Denmark River;</li> <li>• Waterways and wetlands;</li> <li>• Rural issues;</li> <li>• Creekline protection areas;</li> <li>• On site effluent disposal; and</li> <li>• Much more.</li> </ul>	<p>Table 1 is an extract from the State Planning Strategy.</p> <p>Pgs 13/14 contain a quotation from the LGSS.</p> <p>118 is a LGSS quotation.</p> <p>4.6.2.3 – include reference to the upper section of the Denmark River.</p> <p>4.6.2.5 – add suggested words after first sentence. The word ‘draft’ is not in the paragraph.</p> <p>4.10.4.3 – the</p>	<p>No action.</p> <p>No action.</p> <p>No action.</p> <p>Alter last sentence of 4.6.2.3 to refer to Denmark River.</p> <p>4.6.2.5 – add DoW suggested words after 1<sup>st</sup> sentence.</p> <p>No action.</p>

			reference to the control of development is adequate.	
			4.10.4 – include a new 4.10.4.8	Include a new 4.10.4.8 as suggested.
			5.2 – change suggested is unnecessary as this is catchment management.	No action.
			6.1.4.3(iii) – agree.	6.1.4.3 (iii) – insert words as suggested to include DoW advice.
			6.1.6.1(vii) – agree but retain 10m and add flood plain.	Add reference to flood plain after 10m setback.
			6.1.6.5.3(i) – agree.	Include reference to 50m for a wetland.
			6.1.7.5.1(ix) – agree but retain 10m and add flood plain.	Add reference to flood plain after 10m setback.
			6.1.7.5.3(i) – agree.	Include reference to 50m for a wetland.
			6.1.11 and 11.1 – agree.	Include words as suggested to 6.1.11.1.
			6.1.12.2(v) and (vii) – the provisions listed are existing TPS provisions. Cannot alter without amending the TPS.	No action.

			6.2.11 – this is a LGSS provision	No action.
			6.3.4.1 – add in reference to DoW manual.	Include additional DoW words.
			6.3.4.2 – agree but add words slightly modified in last sentence.	Add new last sentence. ‘Urban Water Management Plans may be required to be prepared to the satisfaction of the DoW.’
			6.3.4.3 – disagree – wording proposed is not realistic at subdivision stage.	No action.
			6.3.4.4 – add UWMP words.	After ‘plans’ insert ‘or Urban Water Management Plans’.
			6.5.1.7 – agree.	Add dot point.
			6.5.3.6 – agree.	Add words as suggested.
			6.5.3.7 – agree.	Replace words.
			6.6.6 – agree.	Add words.
			6.7 – agree include Denmark River.	Add Denmark River Catchment as this impacts on freehold land. Also need to alter Figure 2 in Appendix 6 to show Special Control Area.
			8.9.2 – Appendix 1 – agree.	Add words.

			7.9, 7.9.2 and 7.11.2 – Appendix 2 – agree.	Add words.
			3.1 – Appendix 3 – agree.	Add words.
			6 – Appendix 3 – disagree – sewer development will not be an option.	No action.
			9.1.4 – Appendix 3 – agree.	Add words.
			9.2.2 – agree.	Add words.
			8.2 – Appendix 4 – this Catchment Area is within DEC controlled land and DEC not happy with catchment. As no private land involved no need to show as a SCA. DoW and DEC need to liaise.	No action.
			10.4.5 – Appendix 4 – agree.	Add words.
			7.2.3-5 – Appendix 5 – disagree – this is a detail covered in a rezoning and subdivision and not a LPS.	No action.
			7.10 – Appendix 5 – agree.	Add new 7.10.2.
			1.5 – Appendix 6 – agree.	Add words.
			3.3 – Appendix 6 – agree in part.	Add reference to potential drinking water source area.
			Agree.	Add words to 4 <sup>th</sup>

				dot .
			3.5 – Appendix 6 – agree.	Add words.
			4.3 – Appendix 6 – disagree – this is not the place for that level of detail as it is covered earlier.	No action.
			4.3 – Appendix 6 – agree.	Alter wording of 4 <sup>th</sup> dot.
			4.5, 9.5, 11.5 and 12.5 – Appendix 6 – agree.	Add words.
18.	Main Roads WA PO Box 503 Albany WA 6331	<p>MRWA indicate that no part of the State Road network within the SoP will be brought to capacity within the next 20 years as a result of anticipated growth in inter-regional traffic and concluded that the principal threat to the network was the uncoordinated or inappropriate development of land, could include:</p> <ol style="list-style-type: none"> <li>1. Inadequate provision of local government arterial roads to cater for urban development traffic demand, resulting in sections of the State Road network prematurely reaching capacity;</li> <li>2. Increasing numbers of conflict points (e.g. intersections with local roads and property accesses) on the State Road network;</li> <li>3. Increasing volumes of low speed local commuter traffic conflicting with high speed through traffic;</li> <li>4. Heavy freight haulage through urban areas;</li> <li>5. Linear development of towns along the State Road network; and</li> <li>6. Existing road intersections with the State Road network exceeding their safe traffic capacity.</li> </ol> <p>These threats if not appropriately managed as part of the planning and development process will result in increased road trauma and reduced road network efficiency, with consequential impacts on the State’s economic prosperity and the social well-being of the community. If this was permitted to occur MRWA would inevitably come under pressure from the community and business sector to upgrade the State Road network to an appropriate standard at substantial cost to the State.</p>	The comments about uncoordinated or inappropriate development of land threatening the network are noted. Reference to inadequate Council roads to cater for traffic demand resulting in the State road network reaching capacity, increasing conflict points, increasing volumes conflicting with high speed through traffic, freight haulage, linear development and existing intersection are noted but with growth of towns and cities also comes increasing traffic and the States roads are	No action.

		<p>The planning framework allows an appropriate traffic assessment of both large development proposals and areas of planned development involving multiple small to mid-size developments, so that appropriate road upgrade works can be undertaken as part of these developments at the developers cost, in accordance with the State Government’s user pays policy.</p> <p>Planning for future development road network needs should preferably be undertaken at the district level to allow integration of the broad movement network, avoid duplication and inefficient design, and minimise developer costs.</p> <p>State Roads are roads of State significance and comprise:</p> <ol style="list-style-type: none"> <li>connections between State capitals;</li> <li>principal routes between Perth and the major producing regions of the State;</li> <li>principal routes between 2 or more of the major producing regions or major centres of populations; and</li> <li>principal routes for high volume traffic movements within large urban area.</li> </ol> <p>State Roads are managed by MRWA and form a substantial component of the State’s public asset.</p> <p>Sections of State Road located within rural townsites may also function as de facto local distributor roads. This is not a concern to Main Roads where substantial reserve traffic capacity exists in the State Road network and local traffic demand is low. However, where this is not the case and traffic demand approaches capacity road performance will decline and a significant liability to the State may result.</p> <p>The LPS does not recognise or seek to address the potential negative impacts of future land development on the State Road network.</p> <p>The LPS does not identify a local road hierarchy for either the existing or future local road network so that road access impacts and road development needs can be realistically assessed as part of the scheme amendment and subdivision approval process.</p> <p>New roads may only be connected to the State road network with the approval of Main Roads. In the interest of road safety and transport efficiency, Main Roads seeks to limit both the number of access points onto the State Road network and the excessive consumption of reserve State road traffic capacity by developers.</p> <p>Inclusion into the LPS of a State Road access strategy, which has been approved by MRWA, would be extremely beneficial to all parties involved in the development</p>	<p>expanded in instances such as the Mitchell Freeway north of Perth. In terms of Mount Barker there is only one area of Residential to the north and one of Rural Residential to the south which touch Albany Highway but there are guidelines on the need to design access to MRWA standards. Cars will drive on the States roads as that is why they have been built. Albany Highway is in a bad state of repair from Perth to Albany now so increased housing in this Shire will not exacerbate the already poor situation.</p> <p>The comments about the LPS not addressing the negative potential impacts of land development on the State roads and not identifying a local road hierarchy are noted but considering the small amount of growth proposed over</p>	<p>No action.</p>
--	--	--	--	-------------------

		<p>approval process.</p> <p>The State Road network typically carries substantial freight tonnage. Heavy vehicle operations are not well suited to residential environments given issues such as noise, vibration, dust and odour, and the 24/7 operating hours typical of this industry. Also light vehicle drivers often raise safety concerns when significant volumes of heavy vehicle traffic are mixed with residential commuter traffic, particularly where school or pedestrian traffic is involved.</p> <p>Advice from Main Roads should be sought whenever a development or subdivision proposal is likely to generate in excess of 100 total vehicle movements per hour (peak hour) or the volume of turning movements at any State Road intersection increases by more than 10%, so that Main Roads may consider the need for appropriate improvement treatments.</p> <p>The LPS should recognise that from a State perspective Albany Highway is the principal inter-regional route linking Perth and the Great Southern, performing an express function carrying long distance travel, high speed traffic. The highway is a primary freight route and a strategic inter-town route.</p> <p>The LPS recognises the community severance impacts of Albany Highway but does not appear to recognise or seek to address the potential negative impacts of future developments on this important State highway.</p> <p>The LPS does not identify an existing or future local road hierarchy within the Mount Barker townsite not show how the future local government arterial road network is envisaged to connect the State Road network. This will severely hinder the assessment of traffic impacts.</p> <p>The LPS seeks to expand development of Mount Barker east and west of Albany Highway but does not appear to consider measures to mitigate the severance impacts of Albany Highway on the community.</p> <p>The LPS should also recognise that from a State perspective Muirs Highway is the principal inter-regional route linking the South-west and the Great Southern and is a</p>	<p>a long period of time, such a requirement is not necessary for a small LGA. MRWA must accept some responsibility for its roads as cars and trucks will drive on them. Individual new developments adjacent to the highway will be required to address impacts on the highway and road treatments needed. Growth in a limited and controlled manner actually helps the States economy which in turn leads to more taxes and revenue for MRWA to perform their functions.</p>	
			<p>To include the State Road access strategy in the LPS is unnecessary as developments adjacent to the States roads will need to liaise with MRWA as part of the rezoning or subdivision process.</p>	<p>No action.</p>



		<p>strategic inter-town route.</p> <p>The LPS recognises the purpose of the recently constructed Mount Barker northern bypass (Muir Highway) as a heavy haulage town bypass but then proposes substantial expansion of residential development north of the bypass. This proposal appears contrary to the principal aim of the bypass project and will result once again in the location of this heavy transport route within the Mount Barker townsite. Community severance issues, similar to those that currently exist with the Albany Highway, would also result.</p> <p>Future proposed residential development north of Muirs Highway is likely to yield up to 1500 residential lots and would generate in the order of 12,000 vehicle movements per day when fully developed.</p> <p>Similarly the proposed Industrial area tot the north of Mount Barker which is bisected by the Mount Barker northern bypass required consideration of road access issues.</p> <p>A number of local government road intersections within the Mount Barker townsite do not comply with current AUSTROADS Standards and will require upgrading and/or realignment as development occurs. Provision should be made in the LPS to protect the land required for these improvements or identify alternate access arrangements. Intersections requiring treatment include (but are not limited to) Mitchell Street, Lowood Road and O'Neill Road with Albany Highway.</p> <p>The Yerriminup Industrial site constitutes a major change in land use and must be referred to Main Roads once a subdivision or development application is received so that access arrangements to Albany Highway can be reviewed.</p> <p>The principal State Road impacted by the development of Kendenup is Albany Highway. The strategic role of Albany Highway is outlined in Appendix 1, Item 1.</p> <p>The LPS does not identify a future local road hierarchy network showing the</p>	<p>Appendix 1</p> <p>1. – the LPS does refer to which roads are MRWA roads.</p> <p>2. – the only way to address their negative impacts is to move Albany Highway.</p> <p>3. Due to the low level of growth over 20 plus years this is an unnecessary impost on the Council.</p> <p>4. Growth will occur and cars will drive on roads.</p> <p>5. The LPS does refer to all MRWA roads.</p> <p>6. Access points will be controlled as part of Amendment and Subdivision. Similar to the Albany ring road being built by MRWA.</p>	<p>No action.</p> <p>No action.</p> <p>No action.</p> <p>No action.</p> <p>No action.</p> <p>No action.</p>
--	--	---	---	---

	<p>envisaged connectivity with the State Road network.</p> <p>Access to Kendenup from the State Road network is primarily via Beverley Road. While the existing intersection of Beverley Road with Albany Highway is fit for purpose, the intersection will need to be upgraded in the future to safely accommodate traffic demand generated by the full development of Kendenup.</p> <p>The principal State Road Impacted by the development of Narrikup is Albany Highway.</p> <p>The LPS does not identify a future local road hierarchy network showing the envisaged connectivity with the State Road network.</p> <p>Additional development at Narrikup will bring forward the need to rationalise and upgrade accesses on Albany Highway to the Narrikup townsite, and other nearby road intersections.</p> <p>Main Roads would oppose for road safety reasons the connection of the un-named road reserve connecting to Hannan Way South at the Albany Highway intersection.</p> <p>The LPS proposes a Rural Residential development north of the recently constructed Narrikup Northern Bypass. The bypass was constructed with State funds to allow heavy haulage vehicles to bypass the Narrikup townsite. The alignment was also selected to integrate with future land use and to minimise community severance. The proposed Rural Residential development to the north of Spencer Road to the west of the railway line is contrary to these intentions and will ultimately increase conflict with heavy vehicles and residential traffic.</p> <p>The principal State Road impacted by the development of Porongurup is Chester Pass Road.</p> <p>Additional development at Porongurup will bring on the need to install suitable turn treatments on Albany Lake Grace Road at the intersection of Mount Barker-Porongurup Road.</p> <p>The principal State road impacted by the development of Rocky Gully is Muirs Highway.</p> <p>The LPS does not identify a future local road network showing the envisaged connectivity with the State Road network.</p> <p>The strategy proposes the linear development of Rocky Gully along Muir Highway,</p>	7. The 1,500 lots is likely to be 600 in 20 plus years time. The requirement for a LG road network so that nothing goes on MRWA roads is ridiculous.	No action.
		8. Road access will be controlled as part of rezoning/subdivision.	No action.
		9. The LPS is not a road resumption plan for intersections on the highway. Mitchell Street/Albany Highway actually is a MR designed and constructed junction.	No action.
		10. Yerriminup has been zoned since 1991. Landcorp will be liaising with MR at subdivision stage.	No action.
		Appendix 2 - Kendenup	
		1. Noted.	No action.
		2. Noted – unnecessary as it is clearly Beverley Road and Woogenellup Road and has been since 1920's.	No action.
		3. See 2 above.	No action.
		Appendix 3 – Narrikup	

	<p>increasing the length of highway impacted by development.</p> <p>The proposal to extend residential development north of the highway will result in:</p> <ul style="list-style-type: none"> <li>• This primary heavy freight route forming a barrier between the two communities; and</li> <li>• Some increase of local residential and pedestrian cross traffic on Muirs Highway increasing conflict with through traffic.</li> </ul>	1. Noted.	No action.
		2. Roads are shown on the plans.	No action.
		3. Noted – an extra 40 houses or so will make a huge difference. Forgets to mention Spencer Road bypass.	No action.
		4. Noted – this road reserve runs through a very wet area. See 3 above.	No action.
		5. Vehicular access will be determined at the Amendment stage.	No action.
		Appendix 4 – Porongurup.	
		1. Albany Highway is another one.	No action.
		2. A LG Road is Chester Pass Road.	No action.
		Appendix 5 – Rocky Gully.	
		1. Noted.	No action.
		2. Part of amendment process to show road connections.	No action.
		3. The Townsite has been in place since 1950.	No action.
		4. Future amendments will address this.	No action.
Conclusion – MR must accept some responsibility for its road network, that is			

			why they are there and receive tax payers money. The department should be concentrating on the actual condition of their roads which are all deteriorating at a rapid rate and not asking LG to shift traffic off the States roads.	
19.	Department of Agriculture and Food 444 Albany Highway Orana WA 6330	<p><b>Key Points for consideration:</b></p> <p><b>1) Analytical basis of strategy.</b> the document lacks: relevant analysis of the past economic and productivity trends; identification of drivers for the future; and projected trends.</p> <p><b>2) Climatic trends.</b> The plan does not acknowledge or address the issue of climate change in terms of the future profile that the agricultural economy may take and therefore land use needs.</p> <p><b>3) Management of land and water resources to drive agricultural land use lot sizes.</b> There is limited justification for the minimum lot sizes defined for the various Rural Planning Units. Justification should be guided by the area required on lots for surface water catchment areas that are needed to support intensive and viable land productivity with the required water in addition to the viable production area.</p> <p><b>1) Analytical basis of strategy.</b></p> <p>The document includes discussion on the “Plantagenet Profile and Key Issues” (Section 4), there is limited data and analysis provided in section 4.4 (Economy), document quotes figures which are representative of some 39,000 square kilometres, where the Shire represents some 4,792 square kilometres (12% of Region). The relevant figures are presented in Table 1 (Attachment) for the financial period 2005-06.</p> <p>One of the key land use changes that have taken place for the Shire since 1993 is the</p>	<p><u>General</u></p> <p>1. LPS lacks relevant analysis of economic and productivity trends and drivers for future. Copy of 2003 background report provided to Miriam Lang at DAF in August 2009.</p> <p>2. There is a section on climate change.</p> <p>3. The justification is based on soils and water availability and in limited parts of this Shire. Consider remaining the ability to subdivide down to 200ha and 80ha in the outer planning units. Retain 30ha – 40ha intensive proposals for parts of P6, P8 and</p>	<p>Include additional DAF data where appropriate.</p> <p>Include additional DAF data where appropriate.</p> <p>Remove 200ha and 80ha subdivision potential from P1, P3, P4, P9, P11 and P12.</p>

		<p>development of the blue gum industry with an estimated 60,000 hectares of harvestable trees being managed. The development of the forestry industry over time has decreased the land available for broad scale agricultural production of livestock and grains.</p> <p>The gross value of agricultural production has steadily risen over time despite the loss of land available to broad scale grains and livestock. Market forces have driven a major shift in local farming systems with increased production of canola.</p> <p>There are many driving forces that need to be explored and evaluated to define the best outcome for the economic future based on a mix of land uses which are needed to contribute to the economy in order for the community to remain vibrant or continue to grow.</p> <p><b>2) Climatic trends.</b></p> <p>The document includes monthly and annual rainfall data for Mount Barker for the period 1992 to 2008. The average rainfall for Mount Barker over this period is 667mm. In contrast a map is presented in section 4.10.3.6 which was presented in the Albany Regional Planning Study – Profile. This map would reflect an average annual rainfall for Mount Barker greater than 700mm.</p> <p>The image presented in the document is reflective of rainfall isohyets prior to the onset of climate change (1975). Rainfall isohyets representing annual rainfall distribution since 1976 to 2005 are presented, the current average annual rainfall for Mount Barker is closer to 650mm, which aligns to the site specific current average of 659 (Figure 4).</p> <p>It is likely that annual rainfall will continue to decline over winter months contributing to a further decline in annual rainfall of up to 50mm for the decade comprising the year 2030.</p> <p>With the declining rainfall, it is likely that the area of land suitable for broad acre grain or livestock production will expand south wards with decreased waterlogging. There is strong evidence in other areas of the Agricultural area of the state of broad scale cropping farmers buying out the neighbour or buying up properties in the neighbourhood to maintain business viability.</p> <p>In contrast, land uses that are high water users will be constrained by a declining rainfall and therefore decreased productivity.</p>	<p>P11 as this is consistent with numerous other LPS in the South West agreed to by the WAPC subject to justification as required by this LPS.</p> <p><u>Detailed</u></p> <p>1. Analytical basis – see 1 above.</p> <p>Many of the comments are addressed in the 2003 background report provided to DAF in August 2009. The data provided was sourced from the GSDC data as in 2007 that was the only data obtainable.</p> <p>The impact of the forestry industry on livestock and grain is recognised particularly in the future proposals for more intensive land use in P6, P8 and P11.</p> <p>2. In 2007 extraction of reliable rainfall data was difficult. With this additional data now provided by DAF</p>	<p></p> <p>Include additional DAF data provided in their Attachment 1.</p> <p>Include additional DAF data provided.</p>
--	--	--	--	---

		<p><b>3) Management of land and water resources to drive agricultural land use lot sizes</b></p> <p>Productive agricultural land is a finite resource that must be conserved and managed for the long term economic development land use planning should allow for the management of land and water resources required by the agri-food industries in a way that maintains the capacity for future investment in agricultural production and processing.</p> <p>The Department's position is consistent with <i>Development Control Policy 3.4 Subdivision of Rural Land</i>.</p> <p>Over the next 20years, it is likely that there are areas in the Lower Great Southern of Western Australia that may become highly sought after for intensive agriculture and horticultural development.</p> <p>Landscapes suitable for intensive agriculture/horticulture and receiving greater than 600mm of annual rainfall and experiencing a temperate climate and relatively long growing season should be considered for temperate fruits and vegetables, dairy and viticulture.</p> <p>The area with rainfall greater than 600mm of rainfall within Plantagenet has been the focus of recent land use change from agriculture to plantation forestry, remaining land that is suitable for a variety of horticultural and agricultural crops that needs to be protected to secure the states food production.</p> <p>Given the scarcity of quality groundwater within the Plantagenet Shire, any agriculture/horticulture development will be heavily reliant on the use of landscapes for the capture and storage of water for summer and autumn watering. As such the determination of a minimum lot size must incorporate an area not only for production but also for water harvesting and storage.</p> <p>The development of any intensive agricultural or horticultural development needs to be planned at the whole of catchment scale. It is also critical that base environmental flows of streams are not in deficit from damming of water in upland areas.</p> <p>DAFWA does not support the subdivision of agricultural land for intensive agriculture as a mechanism for industry development. If, however, there is continued application of minimum lot size principles it is suggested that the 80 ha specified as the minimum lot size in the <i>State Planning Policy 2.5 (SPP2.5)</i>.</p>	<p>this will be included.</p> <p>3. It is agreed land use planning must link land management to water resources for future agricultural use for food production. Hence the proposals for down to 40ha lots subject to justification for intensive agriculture in P6, P8 and P11. The justification required is in the form of an agronomists report and hydrologists report proving up land and water qualities. See 3 above in relation to proposed 200ha minimum.</p> <p>The remaining land not covered by plantations needs to be protected. Large landholdings are preferred by the timber industry. Lots of in the order of 40ha are too small for timer companies hence the Councils proposal to allow intensive agriculture lots down to 40ha.</p>	<p>Remove 200ha minimum from P1, P3, P4, P9, P11 and P12.</p> <p>Alter the 30ha minimum for intensive agriculture lots in P6, P8 and P11 to 40ha with 30ha of productive soil to match the figures in the Warren Blackwood Strategy and to reflect the soil and water qualities evident in P6, P8 and P11.</p> <p>Alter P8 to only allow 40ha west of Albany Highway to match P11.</p>
--	--	---	---	--

		<p>There is inadequate justification for the minimum lot sizes of 30-40ha which must contain a minimum of 20ha of priority agricultural zone or general agricultural zone. Subdivision of lots to a size of 30-40 hectares is not supported for intensive agriculture.</p> <p>There is no justification for a minimum lot size of 200ha for broad scale agriculture in the rural planning units. Lot sizes of 200ha are not considered viable broad scale agricultural lots. Trend data of the change in the number of parcel sizes of 200 to 400ha between 1992 and 2008, clearly shows that there has not been the demand for these lot sizes.</p>	<p>The LPS does refer to the need to capture and store adequate water for intensive lots and this must be proven by a hydrologist.</p> <p>SPP 2.5 does refer to 80ha as a minimum for intensive agriculture and covers from Broome to Esperance. The Shire of Donnybrook Rural Strategy approved by the WAPC in 2007 allows intensive agriculture lots down to 20ha. The Shire of Busselton Rural Strategy approved by the WAPC in 1996 allows intensive agriculture lots down to 30ha with land and water justification and 40ha of good grazing land rather than the blanket of 80ha.</p> <p>The Warren Blackwood Rural Strategy adopted by the WAPC in 2009 for all other shires</p>	
--	--	--	---	--

			<p>without a LPS in the South West applies the 80ha minimum for rural lots and 40ha for intensive agriculture subject to testing. So to say 80ha for Plantagenet would be contrary to a Strategy prepared by the WAPC and used for all Shires in the South West.</p> <p>The 200ha lot size is to be removed from the LPS the demand for these size lots may be low as only 10 have been created but how many lots have been refused subdivision approval?</p>	
			<p>The submission from DAF then provided detailed information in respect to agricultural production, temperatures, rainfall and land parcel areas.</p>	<p>Include data where appropriate in section 4 (Profile and Key Issues).</p>
20.	<p>Heritage Council of WA PO Box 6201 East Perth WA 6892</p>	<p>The Heritage Council welcomes a number of positive statements that are contained within the above strategy.</p> <p>However, these few references to heritage are scattered throughout the document and do not adequately outline a Strategic Plan for heritage.</p> <p>Ideally, in a Strategic Plan we would recommend that heritage be given its own</p>	<p>This is an overarching LPS. Section 3 Local Government Policy Context can be altered to include reference to heritage initiatives</p>	<p>Add new 3.2.6 to discuss heritage in terms of the TPS and the Council's Municipal Heritage Inventory.</p>



		<p>chapter which should include the following:</p> <ul style="list-style-type: none"> <li>i) An overarching statement referring to the positive social, environmental and economic value of heritage places.</li> <li>ii) A description of the area's heritage assets and reference to the Shire of Plantagenet's Municipal Inventory as the main reference document for identification of places of heritage significance within Plantagenet.</li> <li>iii) A brief statement of the Issues relating to heritage protection in Plantagenet.</li> <li>iv) A description of the Objectives relating to heritage protection in Plantagenet.</li> <li>v) Strategies and Actions to achieve those objectives and this should include a relevant action or strategy pertaining to the TPS, e.g. 'ensure all the heritage places in the Shire of Plantagenet are included in the Heritage List or designated in Heritage Areas'.</li> </ul> <p>However, the format of the <i>Shire of Plantagenet Local Planning Strategy</i> does not allow for such a chapter to be included. We, therefore, suggest that the points listed above be included within the following sections of the Strategic Plan:</p> <ul style="list-style-type: none"> <li>• Points (i) to (iii) should be included within <i>Plantagenet Profile and Key Issues</i>.</li> <li>• Points (iv) and (v) should be included within Section 5 – <i>The Strategic Plan</i>.</li> </ul> <p>We note that dot point 4 under 6.1.4.5 on p 83 refers to a 'suitable'. This should refer instead to a <i>Heritage Agreement</i> pursuant to the <i>Heritage Act</i>.</p> <p>Finally, we recommend the use of the term 'Historic Heritage' as a more accepted and meaningful term than 'European Heritage'.</p>	under 3.2 (significant Council Policies and Strategies).	
			Alter wording at 6.1.4.5.	Alter 'suitable' in 6.1.4.5 to be 'Heritage'.
			The reference to European Heritage is in section 4.11 which also refers to Aboriginal Heritage, the suggested use of Historic Heritage would not be correct.	No action.
<b>Late Submission</b>				
21.	Department of Environment and Conservation Warren Region Locked Bag 2 Manjimup WA 6258	<p>Dept of Environment and Conservation, Warren Region provide the following comment:</p> <ul style="list-style-type: none"> <li>• Under section 6.1.4.3 – Development Requirements 2. Where the land adjoins State Forest, National Park, Conservation Reserve or other timbered crown land that the building setback distance should be a minimum of 50m.</li> <li>• Any development next to DEC managed lands should take into account the FESA 2001 document <i>Planning for Bushfire Protection</i>.</li> </ul>		
			Section 6.1.4.3 para 2 states the 50m setback.	No action.
			All rural development needs to address Planning for Bushfire	No action.

			Protection not only adjacent to DEC land.	
		<ul style="list-style-type: none"> <li>• <i>Regional Forest Agreement (RFA)</i> has identified some areas to be protected.</li> </ul>	The RFA is noted.	No action.
		<ul style="list-style-type: none"> <li>• <i>The Environmental Protection Act (EPA) 1986</i> provides the legislation for the clearing of native vegetation in Western Australia.</li> </ul>	The Council is aware of clearing controls.	No action.
		<ul style="list-style-type: none"> <li>• Development design and construction should be carried out in a manner that minimises the creation of a soil or water acidity situation that could damage the environment.</li> </ul>	The document does make comment about this issue.	No action.
22	Environmental Protection Authority 168 St George's Terrace Perth	<p>From the information provided there does not appear to be any fatal environmental issues with the DLPS and that the DLPS provides a positive outcome for the natural environment. Generally, development has been proposed in areas which have been previously cleared and setbacks from watercourses and wetlands are also proposed.</p> <ul style="list-style-type: none"> <li>• The EPA supports the Shire's approach to develop in previously cleared areas (6.5.2.5) and the overall 'sustainability' approach the Shire had taken with the DLPS.</li> <li>• It is acknowledged that the DPLS retains areas of remnant vegetation within townsite areas. However, within townsites where clearing is proposed, for example Rocky Gully, scheme amendments, structure plans and subdivision proposals, must be accompanied by an appropriate flora and vegetation survey.</li> <li>• The EPA Service Unit recommends the Shire of Plantagenet refer to the EPA's <i>Guidance Statement No. 33</i> and also <i>Guidelines for the Determination of Wetland Buffer Requirements</i> (Dec 2005) when determining the buffer distance for waterways, wetlands and water bodies.</li> <li>• For generic buffer distances between industrial and sensitive land uses the EPA encourages the Shire to refer to <i>Guidance Statement No. 3; Separation Distances between Industrial and Sensitive Land Uses</i>. If the shire wishes to allow incompatible land uses closer then the recommended buffer distance, site specific studies will need to be undertaken that demonstrate the sensitive land use will not be impacted upon by emissions from the industry.</li> <li>• The Shire's objective to revegetate creeklines and other sensitive areas to improve the water quality and health of the area, is supported.</li> </ul>	Noted	No action.

		<ul style="list-style-type: none"><li>• Section 3.11 Fisheries and Aquaculture; the relevant organisation providing advice to the local planning strategies and schemes, should include the Department of Fisheries as well as the local government.</li><li>• In the absence of a reticulated sewerage system the EPA encourages the use of alternative treatment units over septic tanks, and it is noted that this is proposed.</li></ul>		
--	--	--	--	--

## SHIRE OF PLANTAGENET

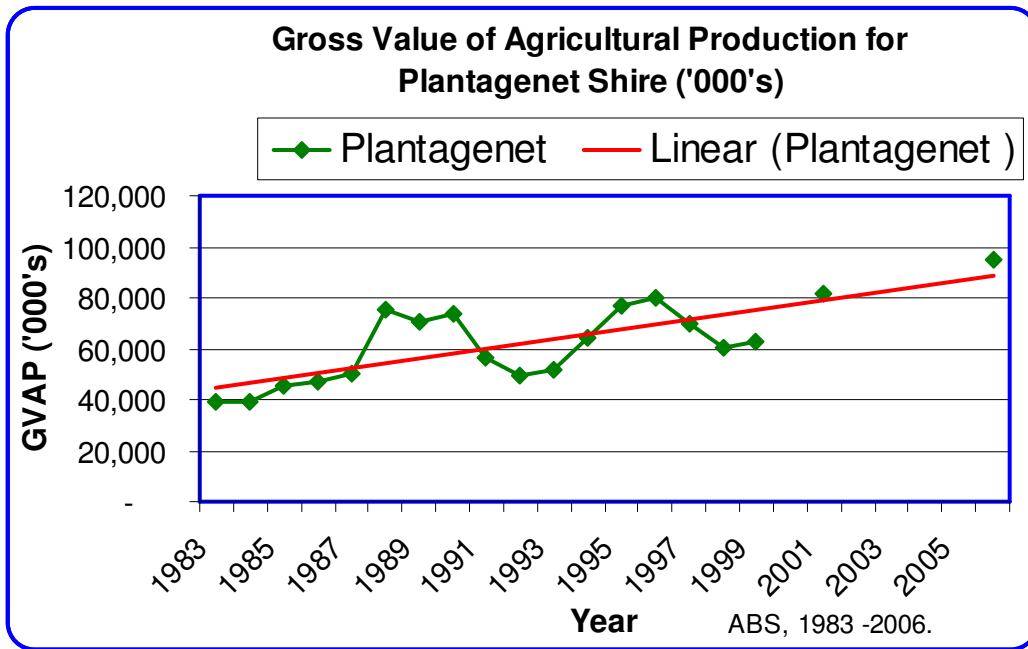
### DRAFT TOWN PLANNING SCHEME POLICY NO. 18 – DRAFT LOCAL PLANNING STRATEGY

#### SCHEDULE OF MODIFICATIONS

No.	Modification	Reason
1.	<p>Split document into two parts:</p> <p>Part 1 will be the background and consist of:</p> <ol style="list-style-type: none"> <li>2. State and Regional Planning Context</li> <li>3. Local Government Policy Context</li> <li>4. Plantagenet Profile and Key Issues</li> </ol> <p>Part 2 will be the Strategy and consist of:</p> <ol style="list-style-type: none"> <li>5. Strategic Plan</li> <li>6. Strategies and Actions</li> <li>7. Monitoring and Review</li> <li>8. Appendices (1 to 6)</li> </ol>	<p>This is the result of agreement with the WAPC Statutory Planning Committee on 7 July 2009.</p>
2.	Table of Contents – alter to reflect any changes detailed in this Schedule including revisions to Lists of Tables and Figures.	Reflects changes.
3.	<p>Introduce a new 1.13 as follows:</p> <p>‘1.13 Following public advertising of draft Town Planning Scheme Policy No. 18 (LPS) from June to August 2009 the document has been restructured into two parts. Part 1 is the Background Report and Part 2 is the Local Planning Strategy.’</p>	Reflects changes.
4.	2.2.3 – Insert three dots against Community Design Code, Albany Regional Strategy, Lower Great Southern Strategy.	Although these are not SPP as per those above in this section it is a DoP Modification.
5.	2.3.8 – Line 3 delete ‘was never’ and insert ‘may soon be’.	Submission 10.
6.	2.5.5 – Renumber to 2.5.6 and insert a new 2.5.5 as follows: ‘This Plan was approved and published in 2007 by the Department of Water’.	Submission 14.
7.	<p>Insert a new section 3.2.6 on Heritage as follows:</p> <p>‘3.2.6 Heritage sites</p> <p style="padding-left: 20px;">3.2.6.1 The Council’s Town Planning Scheme No. 3 includes at Schedule 11 a list of 10 places of Heritage Value which consists of:</p> <ul style="list-style-type: none"> <li>• Old Police Station, Stables and Courthouse, Mount Barker;</li> <li>• Old Post Office, Mount Barker;</li> <li>• Mount Barker Railway Station Buildings, Mount Barker;</li> </ul>	Submission 20.

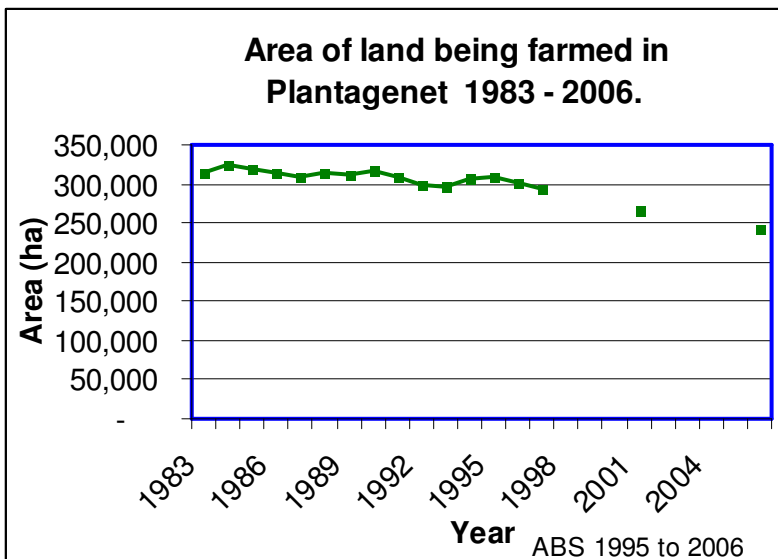
	<ul style="list-style-type: none"> <li>• Anglican Church, Mount Barker;</li> <li>• Ruins of bush home, Frost Park, Mount Barker;</li> <li>• St Werburghs Chapel, Chapel Road;</li> <li>• Egerton-Warburton Homestead, Chapel Road;</li> <li>• Williams Post, Albany Highway;</li> <li>• Karri Bank Guest House, Porongurup; and</li> <li>• Bolganup Homestead, Porongurup.</li> </ul> <p>3.2.6.2 The Council’s Municipal Heritage Inventory (MHI) was finalised in 1997 and contains a list of 46 heritage places. The Council will review the MHI in the coming years and following that review, the Town Planning Scheme will need to be amended to insert the new list.</p> <p>3.2.6.3 Those heritage buildings and objects listed in the Scheme will need special consideration in respect to any development proposals. The Scheme contains specific provisions for the processing of planning consent applications which the Council must adhere to. Any new development adjacent to a heritage building should provide scale, proportions, parapet height, colour and amount of detailing to provide a harmonious context to that building.’</p>																												
8.	Delete 4.1.2.	DoP.																											
9.	4.4.5 – Add the following sentences at end: ‘Table 9 below provides details on values for year ending June 2006. Figure 1 shows the trend and Figure 2 shows the area of land actually used for farming.’	Submission 19.																											
10.	<p>4.4.5 – Add the following Table and Figures.</p> <p><b>‘Table 9 Gross and Local Value of Agriculture Production for various agricultural industries within Plantagenet for the financial year ending June 2006.</b></p> <table border="1"> <thead> <tr> <th>Commodity</th> <th>Gross value</th> <th>Local value</th> </tr> </thead> <tbody> <tr> <td>Agriculture - total value (\$)</td> <td>98,812,455.00</td> <td>91,819,228.00</td> </tr> <tr> <td>Crops - total value (\$)</td> <td>36,534,071.00</td> <td>34,606,890.00</td> </tr> <tr> <td>Pasture; cereal &amp; other crops cut for hay - total value (\$)</td> <td>6,681,824.00</td> <td>6,681,824.00</td> </tr> <tr> <td>Crops (excluding hay) - total value</td> <td>29,852,247.00</td> <td>27,925,067.00</td> </tr> <tr> <td>Vegetables - total value (\$)</td> <td>335,333.00</td> <td>318,962.00</td> </tr> <tr> <td>Fruit - total value (\$)</td> <td>9,356,738.00</td> <td>9,162,771.00</td> </tr> <tr> <td>Livestock slaughtering - total value (\$)</td> <td>43,607,716.00</td> <td>39,529,017.00</td> </tr> <tr> <td>Livestock products - total value (\$)</td> <td>18,670,669.00</td> <td>17,683,321.00</td> </tr> </tbody> </table> <p>Source: DAF Albany 2009.’</p> <p><b>‘Figure 1 – Trend in Gross Value of Agricultural Production for</b></p>	Commodity	Gross value	Local value	Agriculture - total value (\$)	98,812,455.00	91,819,228.00	Crops - total value (\$)	36,534,071.00	34,606,890.00	Pasture; cereal & other crops cut for hay - total value (\$)	6,681,824.00	6,681,824.00	Crops (excluding hay) - total value	29,852,247.00	27,925,067.00	Vegetables - total value (\$)	335,333.00	318,962.00	Fruit - total value (\$)	9,356,738.00	9,162,771.00	Livestock slaughtering - total value (\$)	43,607,716.00	39,529,017.00	Livestock products - total value (\$)	18,670,669.00	17,683,321.00	Submission 19.
Commodity	Gross value	Local value																											
Agriculture - total value (\$)	98,812,455.00	91,819,228.00																											
Crops - total value (\$)	36,534,071.00	34,606,890.00																											
Pasture; cereal & other crops cut for hay - total value (\$)	6,681,824.00	6,681,824.00																											
Crops (excluding hay) - total value	29,852,247.00	27,925,067.00																											
Vegetables - total value (\$)	335,333.00	318,962.00																											
Fruit - total value (\$)	9,356,738.00	9,162,771.00																											
Livestock slaughtering - total value (\$)	43,607,716.00	39,529,017.00																											
Livestock products - total value (\$)	18,670,669.00	17,683,321.00																											

**Plantagenet Shire since 1983 to 2006 (ABS 1983-2006)**



Source: DAF Albany 2009.'

**'Figure 2 – Trend in the area of land being used for intensive and broad scale agricultural enterprises for the Shire of Plantagenet.**



Source: DAF Albany 2009.'

11.

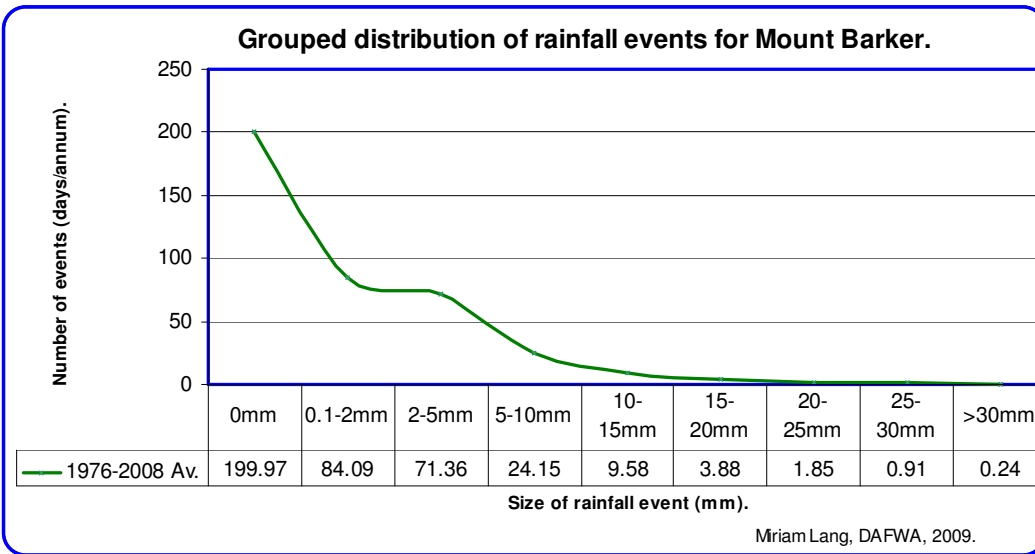
Insert new 4.4.15 as follows:

'4.4.15 The following figure provides an indication of the number and size of agricultural lots in the rural parts of the Shire.

**Figure 3 Number of land owners and the area of land owned in Plantagenet.**

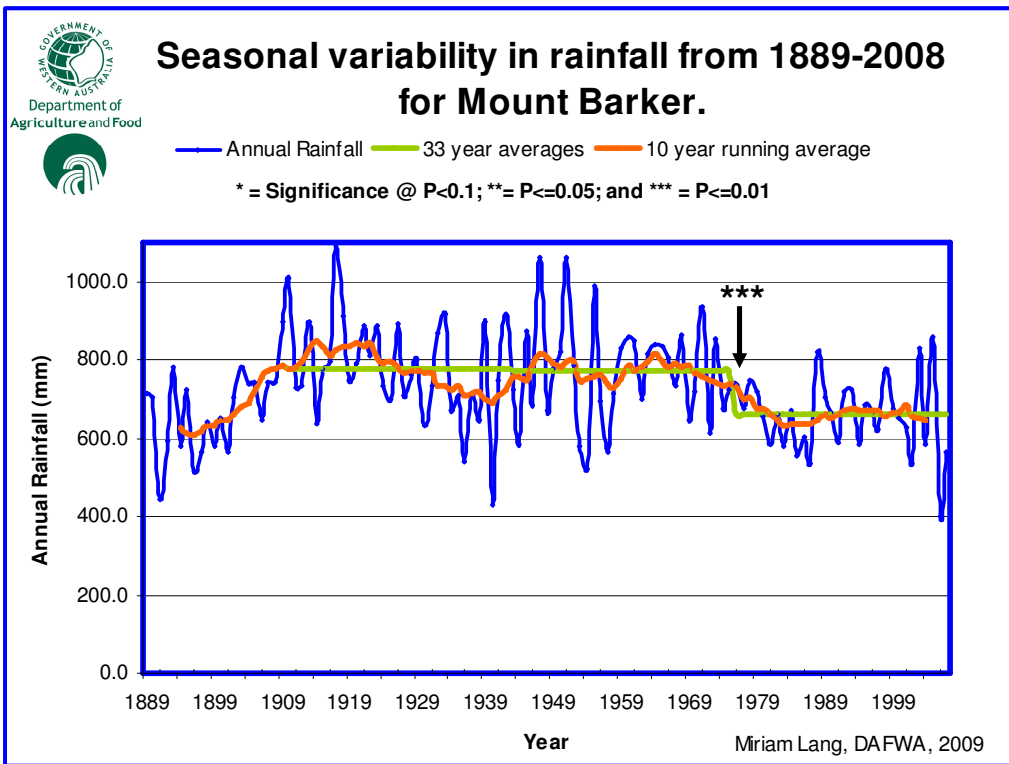
Submission 19.

	<p style="text-align: center;"><b>Number of land owners and the area of land owned in Plantagenet.</b></p> <p style="text-align: center;">■ Number of land owners owning parcels of area</p> <table border="1"> <caption>Data for Figure 5: Number of land owners by area range (ha)</caption> <thead> <tr> <th>Area as a range (ha)</th> <th>Number of land owners</th> </tr> </thead> <tbody> <tr><td><math>\leq 2</math></td><td>10</td></tr> <tr><td>2 &lt;math&gt;p&lt;/math&gt; 5</td><td>70</td></tr> <tr><td>5 &lt;math&gt;p&lt;/math&gt; 10</td><td>80</td></tr> <tr><td>10 &lt;math&gt;p&lt;/math&gt; 20</td><td>95</td></tr> <tr><td>20 &lt;math&gt;p&lt;/math&gt; 50</td><td>140</td></tr> <tr><td>50 &lt;math&gt;p&lt;/math&gt; 100</td><td>120</td></tr> <tr><td>100 &lt;math&gt;p&lt;/math&gt; 200</td><td>95</td></tr> <tr><td>200 &lt;math&gt;p&lt;/math&gt; 350</td><td>115</td></tr> <tr><td>350 &lt;math&gt;p&lt;/math&gt; 500</td><td>75</td></tr> <tr><td>500 &lt;math&gt;p&lt;/math&gt; 1000</td><td>95</td></tr> <tr><td>1000 &lt;math&gt;p&lt;/math&gt; 2000</td><td>35</td></tr> <tr><td>&gt;2000</td><td>15</td></tr> </tbody> </table> <p style="text-align: center;"><b>Area as a range (ha)</b></p> <p>Source: DAF Albany 2009.'</p>	Area as a range (ha)	Number of land owners	$\leq 2$	10	2 <math>p</math> 5	70	5 <math>p</math> 10	80	10 <math>p</math> 20	95	20 <math>p</math> 50	140	50 <math>p</math> 100	120	100 <math>p</math> 200	95	200 <math>p</math> 350	115	350 <math>p</math> 500	75	500 <math>p</math> 1000	95	1000 <math>p</math> 2000	35	>2000	15	
Area as a range (ha)	Number of land owners																											
$\leq 2$	10																											
2 <math>p</math> 5	70																											
5 <math>p</math> 10	80																											
10 <math>p</math> 20	95																											
20 <math>p</math> 50	140																											
50 <math>p</math> 100	120																											
100 <math>p</math> 200	95																											
200 <math>p</math> 350	115																											
350 <math>p</math> 500	75																											
500 <math>p</math> 1000	95																											
1000 <math>p</math> 2000	35																											
>2000	15																											
12.	4.6.2.3 – Alter last sentence to delete ‘and’ and after ‘River’ insert ‘and the upper section of the Denmark River’.	Submission 17.																										
13.	4.6.2.5 – Add as a second sentence: ‘The Department of Water is currently drafting a Drinking Water Source Protection Plan for the Denmark River catchment area. The Denmark River is currently used as a backup source for the town of Denmark, and may also be used as a future drinking water source. The northern portion of the catchment area lies within the Shire of Plantagenet.’	Submission 17.																										
14.	4.6.2.6 – After ‘prepared’ in line 1 insert ‘and released in June 2008.’	Submission 17.																										
15.	4.6.2.6 – Last sentence and Figure title, alter Figure ‘1’ to ‘4’.	Reflects earlier changes.																										
16.	4.10.2.2 – Alter ‘Globulus’ and ‘radiate’ in line 2 to be ‘globulus’ and ‘radiata’.	Submission 10.																										
17.	4.10.3.2 – Delete ‘36.1’, ‘15.3’, ‘13.1’ and ‘6.6’ and replace with ‘25.7’, ‘15.4’, ‘11.7’ and ‘6.7’.	Submission 19.																										
18.	4.10.3.3 – Delete ‘171’ in line 4 and replace with ‘200’.	Submission 19.																										
19.	4.10.3.3 – Add as a fourth sentence: ‘The following figures show the distribution of rainfall events for Mount Barker and Mount Barker Rainfall for 1889 to 2008.  <b>Figure 5. Distribution of rainfall events by quantity of rainfall over a 24hr period for Mount Barker.</b>	Submission 19.																										



Source: DAF Albany 2009.’

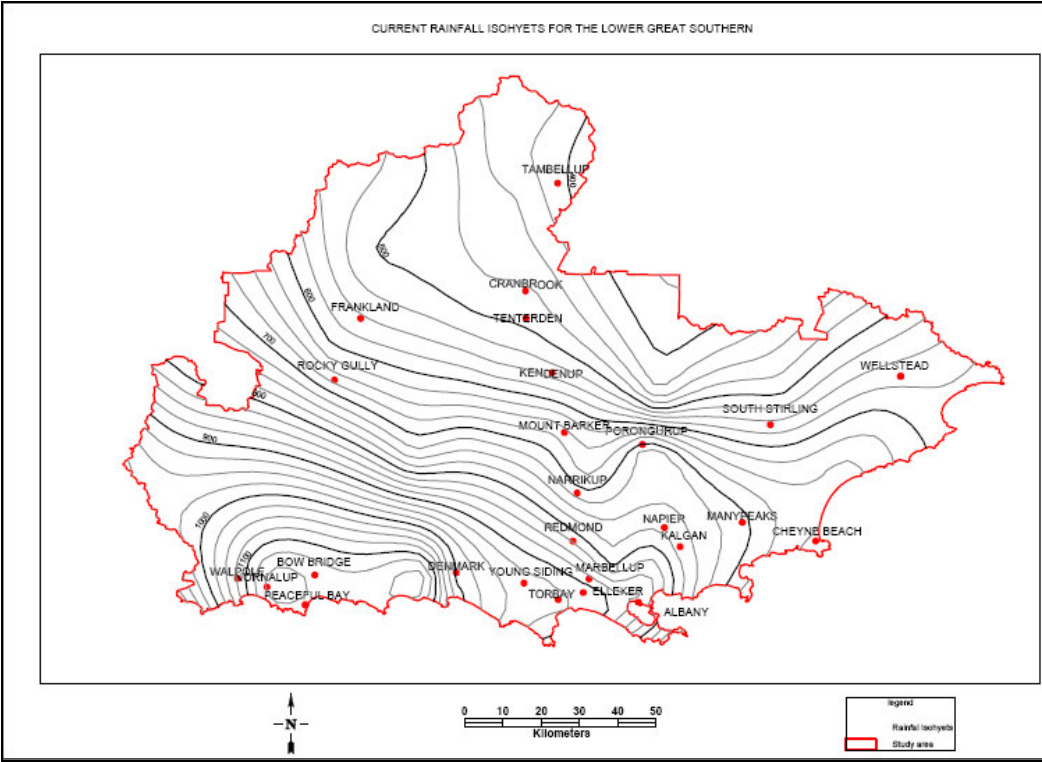
‘Figure 6. Annual rainfall for Mount Barker from 1889 to 2008.

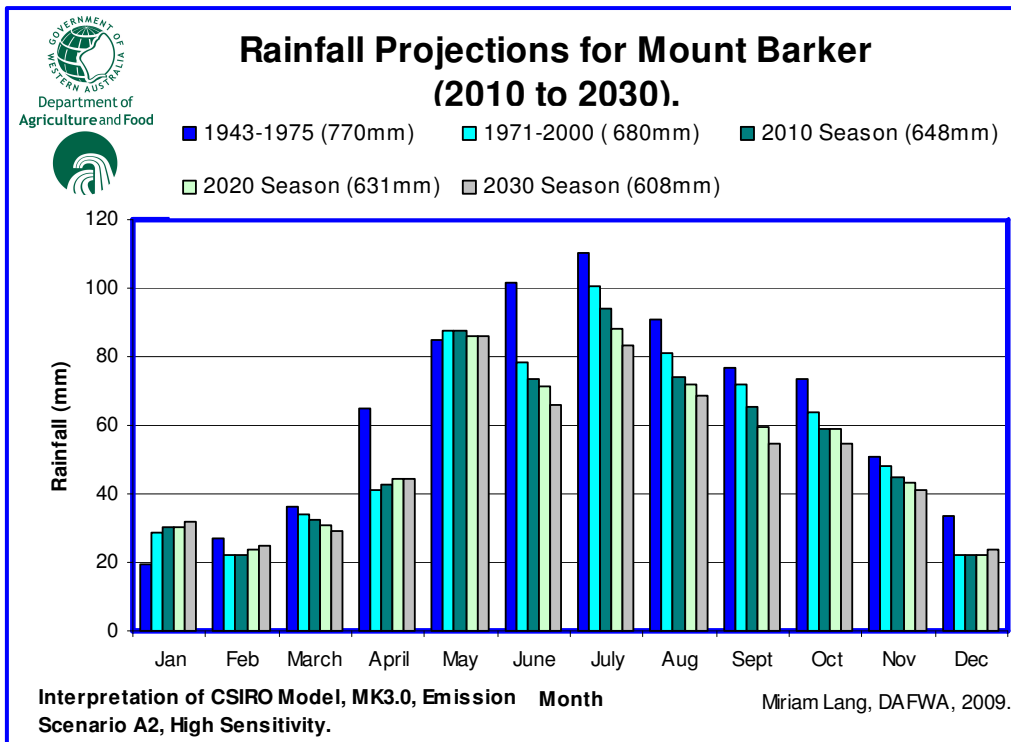


Source: DAF Albany 2009.’

20.	4.10.3.5 – Change ‘Table 9’ to ‘Table 10’.	Reflects earlier change.
21.	4.10.3.6 – Delete ‘Figure 2 below’ and replace with ‘figures below – one for 1991 and the other for 2005.’	Submission 19.
22.	4.10.3.6 – Delete ‘Figure 2’ and replace with ‘Figure 7’.	Reflects earlier changes.



23.	<p>4.10.3.6 – After Figure 7 insert the following Figure 8:</p> <p><b>‘Figure 8 Rainfall isohyets for the period 1976 - 2005 for the Lower Great Southern.</b></p>  <p>Source: DAF Albany 2009.’</p>	Submission 19.
24.	<p>Insert new 4.10.3.7 as follows:</p> <p><b>‘Figure 9 Rainfall projections for Mount Barker based on CSIRO modeling (MK 3.0).</b></p>	Submission 19.



Source: DAF Albany 2009.'

25.	<p>Insert new 4.10.4.8 as follows:          'Under the DOW Better Urban Water Management (BUWM) it is recommended that a District Water Management Strategy (DWMS) is prepared with the LPS and summarised as a chapter and linked as a technical appendix. The DOW recognises that much of the information required to compile this plan is not yet available. Management of water resources will therefore be considered at structure planning and subdivision stages according to the WAPC's Planning Bulletin 92.'</p>	Submission 17.
26.	4.10.7.3 – Alter right hand column to show all Latin descriptions in italics.	Submission 10.
27.	<p>6.1.4.1 – Insert a new point 5 as follows:          '5(i) The Council wishes to ensure limited parts of the rural lands are protected for intensive agricultural and horticultural operations. With this in mind, rural planning unit P6 and the portions of rural planning units P8 and P11 west of Albany Highway will be considered for lots down to 40ha subject to detailed justification required under 6.1.4.2. That justification requires reports to be signed off as acceptable by the Department of Agriculture and Food and the Department of Water (where appropriate) prior to the submission of a subdivision application to the WAPC.</p> <p>(ii) The 40ha lot size (which differs from the WAPC state wide figure of 80ha) has been selected by the Council as an appropriate size for an intensive activity to establish, but soils and water analysis will determine the actual lot size. It also means that persons wishing to establish a new intensive activity will be more likely to be in a financial position to purchase such a landholding and commence the activity.</p>	Discussions with DAF and DOW

	<p>(iii) Larger lots will mean people may not be in a position to purchase and then establish the intensive activity. The larger lots over 80ha in area have been purchased by plantation operations which means the land is lost to intensive agriculture for up to 20 years and then have the additional cost of destumping the land. Retaining larger lot sizes does not mean intensive agricultural and horticultural activities will be established largely due to cost of the land purchase at the outset. It is pointed out only a small portion of the rural areas have been identified for this form of subdivision (subject to detailed justification) down to a 40ha minimum. The bulk of the rural lands involve a presumption against further subdivision as per WAPC policy.</p> <p>(iv) The 40ha minimum lot size will mean that resultant lot has the ability to be used for intensive agriculture and horticulture as it is there in place as a lot. It may not be fully used immediately but it is in place and ready for an intensive operation to be established. Financial institutions will not lend money on a promise of possible subdivision at some stage in the future once an intensive activity has been established at a great cost.</p> <p>(v) This matter has been discussed with officers from the Department of Agriculture and Food and the Department of Water. The area selected represents less than 20% of the rural lands in the Shire and is in an area where water availability appears to be good under Department of Agriculture and Food research to date. It is agreed larger lots for intensive agricultural and horticultural operations are good but the main factor which stops them from establishing is the high cost of land purchase for large holdings.</p> <p>(vi) In an August 2009 report by the Department of Agriculture and Food ‘Plan to support Food Industry Development 2009-2012’, the Department states: ‘Western Australia is acknowledged as one of the most costly States to conduct food manufacturing business. High cost infrastructure, utilities, taxes, regulations, slow approvals and planning processes all add to the burden on food businesses. Many food businesses also operate at a scale much smaller than their inter-State and international competitors, so this high cost environment adds a disproportionate load to their smaller business.’</p>	
28.	6.1.4.1 – 4 – delete ‘Only’ and replace with ‘The Council will only’ and delete ‘unless otherwise varied by Council’.	DoP
29.	6.1.4.2 – 2 – delete ‘30ha’ and replace with ‘40ha’.	Submission 19.
30.	6.1.4.2 – 2(i) delete ‘20ha’ and replace with ‘30ha’.	Submission 19.
31.	6.1.4.2 – 2(iii) delete ‘20ha’ and replace with ‘30ha’.	Submission 19.
32.	6.1.4.2 – 2(iv) delete ‘40ha’ and replace with ‘50ha’.	Submission 19.
33.	6.1.4.2 – 2 Insert a new (v) as follows: ‘(v) the application for subdivision when submitted includes written confirmation from the Department of Agriculture and Food and/or the Department of Water where appropriate that the reports from the agronomist and the hydrologist are accepted.’	Submission 19.

34.	6.1.4.2 – 3(v) delete ‘20ha’ and replace with ‘30ha’.	Submission 19.
35.	6.1.4.2 – 3(vii) delete.	DoP.
36.	6.1.4.3 – 4(iii) after ‘use’ in line 2 insert ‘under advice from the Department of Water’.	Submission 17.
37.	6.1.4.5 – 4 delete ‘suitable agreement’ and replace with ‘Heritage Agreement’.	Submission 20.
38.	6.1.4.9 – delete the sentence ‘Variations to this theme may be considered on their individual merits in line with these basic principles.’	DoP.
39.	6.1.6.5.1(vii) – after ‘course’ in line 5 insert ‘or the floodplain as determined in consultation with the Department of Water’.	Submission 17.
40.	6.1.6.5.3(i) – delete ‘water body’ and replace with ‘waterway’.	Submission 17.
41.	6.1.6.5.3(i) – after ‘30m’ in line 4 insert ‘or 50m for a wetland’.	Submission 17.
42.	6.1.7.4.1 – 2(i) delete ‘10ha’ and insert ‘4ha’.	DoP.
43.	6.1.7.4.1 – last paragraph delete ‘will’ from line 1 and insert ‘may’.	More discretionary for the Council.
44.	6.1.7.5.1(ix) – after ‘courses’ in line 6 insert ‘or the floodplain as determined in consultation with the Department of Water’.	Submission 17.
45.	6.1.7.5.3(i) – delete ‘water body’ from line 3 and insert ‘waterway’.	Submission 17.
46.	6.1.7.5.3(i) – after ‘30m’ in line 4 insert ‘or 50m for a wetland’.	Submission 17.
47.	6.1.8.10 – change ‘600mm’ to be ‘500mm’ twice.	DAF advice on Isohyets.
48.	6.1.8.11 – change ‘600mm’ to be ‘500mm’.	See 47.
49.	6.1.8.12 – change ‘600mm’ to be ‘500mm’.	See 47.
50.	6.1.11.1 – add the following sentences at the end of paragraph: ‘The Department of Water is the lead agency for water resources management. The BUWM framework provides guidance on the interpretation of SPP No. 2.9.’	Submission 17.
51.	6.2.2 – add the following sentence at the end of the paragraph: ‘While this growth pressure is acknowledged, linear expansion of lifestyle lot developments in these areas is not supported. Rural Residential and Rural Smallholdings proposals will therefore only be supported in those areas close to existing townsites/rural villages as identified in this PLPS.’	DoP
52.	6.3.3.14 – change ‘Figure 3’ to ‘Figure 10’.	Reflects earlier changes.
53.	6.3.4.1 – Add the following sentence at the end of paragraph: ‘Stormwater management should be consistent with the Department of Water Stormwater Management Manual for WA to ensure protection of waterways.’	Submission 17.
54.	6.3.4.2 – Add the following sentence at end of paragraph: ‘Urban Water Management Plans may be required to be prepared to the satisfaction of the Department of Water.’	Submission 17.
55.	6.3.4.4 – delete ‘plans needs’ in line 2 and insert ‘plans or Urban Water Management Plans’.	Submission 17.
56.	6.3.5.5 – Change ‘Figure 4’ to ‘Figure 11’.	Reflects earlier changes.
57.	6.5.1.7 – Insert a new last dot point as follows: ‘• Avoid any development in floodplains or areas subject to 1:100 year flood	Submission 17.

	events.’	
58.	6.5.1.7 – delete ‘and’ at the end of 8 <sup>th</sup> dot point.	Reflects 57.
59.	6.5.1.7 – delete ‘.’ At end of 9 <sup>th</sup> dot point and replace with ‘; and’.	Reflects 57 and 58.
60.	6.5.1.9 – Change ‘Figure 5’ to ‘Figure 12’.	Reflects earlier changes
61.	6.5.2.9 – Change ‘Table 10’ to ‘Table 11’.	Reflects earlier changes.
62.	6.5.3.6 – delete ‘nutrient stripping/sediment retention drainage management plan’ and insert ‘Urban Water Management Plan’.	Submission 17.
63.	6.5.3.7 – delete 2 <sup>nd</sup> sentence and insert ‘The Department of Water Stormwater Management Manual for WA is to be used as a guide for the basic principles to be adopted for developments and subdivisions.’	Submission 17.
64.	6.5.4.5 – Change ‘Figure 6’ to ‘Figure 13’.	Reflects earlier changes.
65.	6.5.5.7 – delete ‘Conservation and’ and insert ‘and Conservation’ after ‘Environment’.	Current name of department.
66.	6.5.6.3 – Change ‘Figure 7’ to ‘Figure 14’.	Reflects earlier changes.
67.	6.6.6 – after ‘principles’ in line 2 insert ‘and water efficiency measures’.	Submission 17.
68.	6.6.6 – after ‘plans’ in line 5 insert ‘or Urban Water Management Plans’.	Submission 17.
69.	6.7.4 – insert comma after ‘plants’ in line 2 and delete ‘and’ from line 3.	Submission 17.
70.	6.7.4 – after ‘Barker’ in line 4 insert ‘and the Denmark River Catchment as a drinking water source.’	Submission 17.
71.	Appendix 1 (Mount Barker) – delete 6.7 and reword as follows: ‘6.7 A large area of Rural zoned land within the Townsite and located on the south east corner of McDonald Avenue and Marmion Street is now proposed to be part of a large recreation complex as shown on the Frost and Sounness Parks – Precinct Plan of June 2009.’	This land on the corner of McDonald Avenue and Marmion Street is now proposed as part of the Recreational area under the Frost and Sounness Parks – Precinct Plan of June 2009.
72.	Appendix 1 – 8.1.1 – delete ‘in three areas’ in line 4.	DoP.
73.	Appendix 1 – Residential/Rural Residential Proposals plan – delete proposed residential colour and arrow to land at the corner of McDonald Ave and Marmion St.	Reflects 71 above.
74.	Appendix 1 – New Residential Zones and Revised R-Codings plan – delete proposed residential colour arrow and caption box to land on the corner of McDonald Ave and Marmion St.	Reflects 71 above.
75.	Appendix 1 – 8.9.2 add a new sentence at end as follows: ‘Waterways and wetlands should be protected from development and	Submission 17.

	stormwater impact.’	
76.	Appendix 1 – Add a new 8.9.3 as follows: ‘8.9.3 There is a need to maintain and protect the Quenda population and local scale vegetation corridors focussed on the southern entry in the vicinity of Albany Highway and the golf course.’	Submission 10.
77.	Appendix 2 (Kendenup) – 7.9.2 after ‘sediment’ in line 6 insert ‘consistent with best management practices’.	Submission 17.
78.	Appendix 2 – 7.9.2 – Add a new sentence at end of paragraph as follows: ‘Waterways and wetlands should be protected from development and stormwater impact.’	Submission 17.
79.	Appendix 2 – 7.11.2 – Add new sentence at end of paragraph as follows: ‘Stormwater designs will need to be in line with current best practices.’	Submission 17.
80.	Appendix 3 (Narrikup) – 3.1 – Add after ‘uses’ in last line the following: ‘consistent with best management practices’.	Submission 17.
81.	Appendix 3 – 9.1.4 – delete last sentence and replace with: ‘Other issues needing to be addressed on this land are remnant vegetation protection, fire safety and protection of the Sleeman Creek.’	Submission 17.
82.	Appendix 3 – 9.1.5 – renumber to – ‘9.1.6’ and insert new 9.1.5 as follows: ‘Lot 4973 located to the west of the townsite has an elevation of 112m AHD and above and the higher portions of this lot would be appropriate for the larger rural smallholdings size lots of in excess of 4ha subject to detailed capability work and good fire management design due to the vegetation to the east and south.’	Submission 11.
83.	Appendix 3 – 9.9.1 – Add the following sentence at the end of paragraph: ‘Hazard reduction burning should only be undertaken after due consideration of biodiversity values and in consultation with the Department of Environment and Conservation but the safety of the inhabitants of the village is of paramount importance.’	Submission 10.
84.	Appendix 3 – 9.9.2 – Add a new 2 <sup>nd</sup> sentence as follows: ‘Waterways and wetlands should be protected from development and stormwater impact.’	Submission 17.
85.	Appendix 3 – conceptual structure plan – show lot 4973 west of Narrikup as rural smallholding.	Submission 11.
86.	Appendix 4 (Porongurup) – second ‘10.3.3’ change to ‘10.3.4’.	Typographical.
87.	Appendix 4 – 10.4.5(viii) – insert a new 2 <sup>nd</sup> sentence as follows: ‘Stormwater management is to be consistent with water sensitive design principles.’	Submission 17.
88.	Appendix 5 (Rocky Gully) – 1.1 – Add after 1 <sup>st</sup> sentence the following: ‘Land in this area was subdivided in the 1930’s.’ and delete ‘war service settlement scheme’ and insert ‘War Service Land Settlement Scheme’.	Recent information from Landgate.
89.	Appendix 5 – 1.4 – after ‘Gully’ in line 1 insert ‘was Gazetted on 30 November 1950 and’.	Recent information from Landgate.
90.	Appendix 5 – Add a new 7.10.2 as follows: ‘7.10.2 Waterways and wetlands should be protected from development and stormwater impact.’	Submission 17.

91.	Appendix 5 – Conceptual Structure Plan – enlarge area of green in Bateman Street to reflect total oval area as parks and recreation.	Council’s decision of 11 August 2009.
92.	Appendix 6 (Rural Planning Units) – Unit P1 – 1.2 – delete all of 2 <sup>nd</sup> sentence referring to 200ha.	Submission 19 and DoP.
93.	Appendix 6 – P1 – 1.5 – delete ‘a minimum lot size of 200ha’ and insert ‘limited subdivision for agricultural purposes’.	Submission 19 and DoP.
94.	Appendix 6 – P1 – 1.5 – 2 <sup>nd</sup> dot point add after ‘vegetation’ the following ‘, wetlands and waterways’.	Submission 17.
95.	Appendix 6 – P3 – 3.2 – delete all of 2 <sup>nd</sup> sentence referring to 200ha.	Submission 19 and DoP.
96.	Appendix 6 – P3 – 3.3 – 3 <sup>rd</sup> dot delete ‘well’ and insert ‘as a public drinking water source area’.	Submission 17.
97.	Appendix 6 – P3 – 3.3 – 4 <sup>th</sup> dot delete ‘high quality wetlands’ and insert ‘wetlands and waterways’.	Submission 17.
98.	Appendix 6 – P3 – 3.5 – delete ‘a minimum lot size of 200ha’ and insert ‘limited subdivision for agricultural purposes’.	Submission 19 and DoP.
99.	Appendix 6 – P3 – 3.5 – 2 <sup>nd</sup> dot after ‘vegetation’ insert ‘,wetlands and waterways’.	Submission 17.
100.	Appendix 6 – P4 – 4.2 – delete all of 2 <sup>nd</sup> sentence referring to 200ha.	Submission 19 and DoP.
101.	Appendix 6 – P4 – 4.3 – 4 <sup>th</sup> dot – delete ‘high quality wetlands’ and insert ‘wetlands and waterways’.	Submission 17.
102.	Appendix 6 – P4 – 4.5 – delete ‘a minimum lot size of 200ha’ and insert ‘limited subdivision for agricultural purposes’.	Submission 19 and DoP.
103.	Appendix 6 – P4 – 4.5 – dot 2 after ‘vegetation’ insert ‘,wetlands and waterways’.	Submission 17.
104.	Appendix 6 – P6 – 6.2 – delete ‘30ha’ and insert ‘40ha’.	Submission 19 and DoP.
105.	Appendix 6 – P6 – 6.3 – 2 <sup>nd</sup> paragraph – delete ‘30ha’ and insert ‘40ha’.	Submission 19 and DoP.
106.	Appendix 6 – P6 – 6.5 – line 1 – delete ‘30ha’ and insert ‘40ha’.	Submission 19 and DoP.
107.	Appendix 6 – P8 – 8.2 – delete ‘30ha throughout the Planning Unit’ and insert ‘40ha on land west of Albany Highway’.	Submission 19 and DoP.
108.	Appendix 6 – P8 – 8.5 – delete ‘30ha throughout the Planning Unit’ and insert ‘40ha on land west of Albany Highway’.	Submission 19 and DoP.
109.	Appendix 6 – P9 – 9.2 – delete ‘while supporting subdivision to a minimum of 200ha’.	Submission 19 and DoP.
110.	Appendix 6 – P9 – 9.5 – delete ‘a minimum lot size of 200ha’ and insert ‘limited subdivision for agricultural purposes’.	Submission 19 and DoP.
111.	Appendix 6 – P9 – 9.5 – 2 <sup>nd</sup> dot – after ‘vegetation’ insert ‘, wetlands and waterways’.	Submission 17.
112.	Appendix 6 – P9 – 9.5 – Add paragraph at end as follows: ‘Land abutting the National Park must ensure interface issues such as fire, pest and animal control and farming practices are addressed and are responsive to	DoP.

	the Park.’	
113.	Appendix 6 – P10 – 10.3 – Make first sentence a dot 1, second sentence a dot 2.	To allow for new dot 3 below.
114.	Appendix 6 – P10 – 10.3 – insert a new dot 3 as follows: ‘• Areas within the Planning Unit have been identified as of State or Regional significance however the small lot size and wide range of uses mean that protection for intensive or broadscale agriculture may be limited.’	DoP.
115.	Appendix 6 – P10 – 10.4 – insert the following 3 paragraphs after the first paragraph: ‘Identify and protect agricultural areas of State/Regional/Local significance through the appropriate zoning of land and the application of subdivision and development controls to retain the areas agricultural potential for areas outside Appendix 4.  Ensure planning provisions are formulated and adopted to assist in maintaining and enhancing the environmental attributes of the locality including landscape, vegetation, soils, water resources, water courses and wetland systems for areas outside Appendix 4.  Ensure planning provisions are in place to prevent the development of uses which are in conflict with and incompatible with the primary use of the land for intensive and extensive agriculture for areas outside Appendix 4.’	DoP.
116.	Appendix 6 – P10 – 10.5 – delete ‘Not applicable’ and insert: ‘Maintain a general presumption against subdivision given the trend for increasing farm sizes for grazing and cropping enterprises for the areas outside Appendix 4.’	DoP.
117.	Appendix 6 – P11 – 11.2 – delete ‘to a minimum lot size of 200ha’ and insert ‘will be limited to lots for agricultural purposes’.	Submission 19 and DoP.
118.	Appendix 6 – P11 – 11.2 – after ‘and’ in line 2 insert ‘to the’.	Grammatical.
119.	Appendix 6 – P11 – 11.3 – 2 <sup>nd</sup> paragraph after ‘unit’ insert ‘lot 5715’, delete ‘the area’ in line 1 and insert ‘it’, after ‘holdings’ in line 2 insert ‘of in the order of 10ha with a minimum of 5ha’ and after ‘out’ in line 4 insert ‘to fully justify such a proposal’.	This lot may be suitable for larger RSH lots but not RR as put forward in submission 13.
120.	Appendix 6 – P11 – 11.5 – delete ‘a minimum lot size of 200ha’ and insert ‘limited subdivision for agricultural purposes’.	Submission 19 and DoP.
121.	Appendix 6 – P11 – 11.5 – 1 <sup>st</sup> paragraph – 2 <sup>nd</sup> dot after ‘vegetation’ insert ‘, wetlands and waterways’.	Submission 17.
122.	Appendix 6 P11 – 11.5 – 2 <sup>nd</sup> paragraph – after ‘80ha’ insert ‘except for 40ha on land west of Albany Highway’.	To allow for proposals at 11.2.
123.	Appendix 6 – P12 – 12.2 – delete ‘while supporting subdivision to a minimum of 200ha’.	Submission 19 and DoP.
124.	Appendix 6 – P12 – 12.5 – delete ‘a minimum lot size of 200ha’ and insert:	Submission 19



	'limited subdivision for agricultural purposes'.	and DoP.
125.	Appendix 6 – P12 – 12.5 – 2 <sup>nd</sup> dot after 'vegetation' insert ', wetlands and waterways'.	Submission 17.
126.	Appendix 6 – P12 – 12.5 – Add paragraph at end as follows: 'Land abutting the National Park must ensure interface issues such as fire, pest and animal control and farming practices are addressed and are responsive to the Park.'	DoP.
127.	Appendix 6 – Figure 1 (Rural and Agricultural Land Use Plan) – delete '600mm' isohyet and replace with DAF supplied '500mm' isohyet.	See 47 – 49.
128.	Appendix 6 – Figure 2 (Planning Units and Special Control Areas) – Insert the 'Denmark River Catchment Area as a Special Control Area'.	Submission 17.

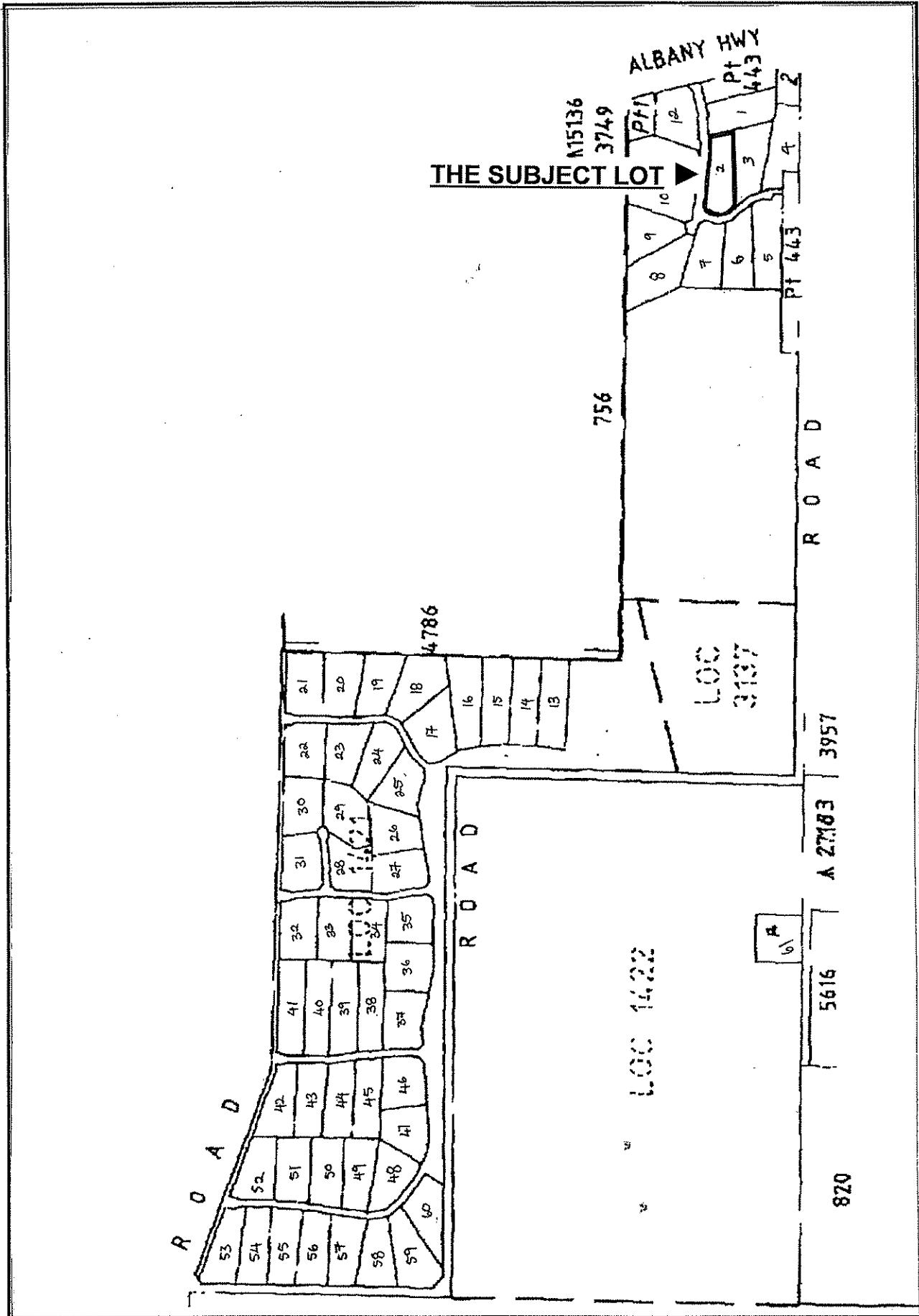
Council

Lot 101 Strata Lot 2 Albany Highway, Mount Barker  
(Valley Views Tree Farm) – Grouped Dwelling

Locality Plan  
Strata Subdivision Plan  
Site Plan  
Floor Plan  
Elevation

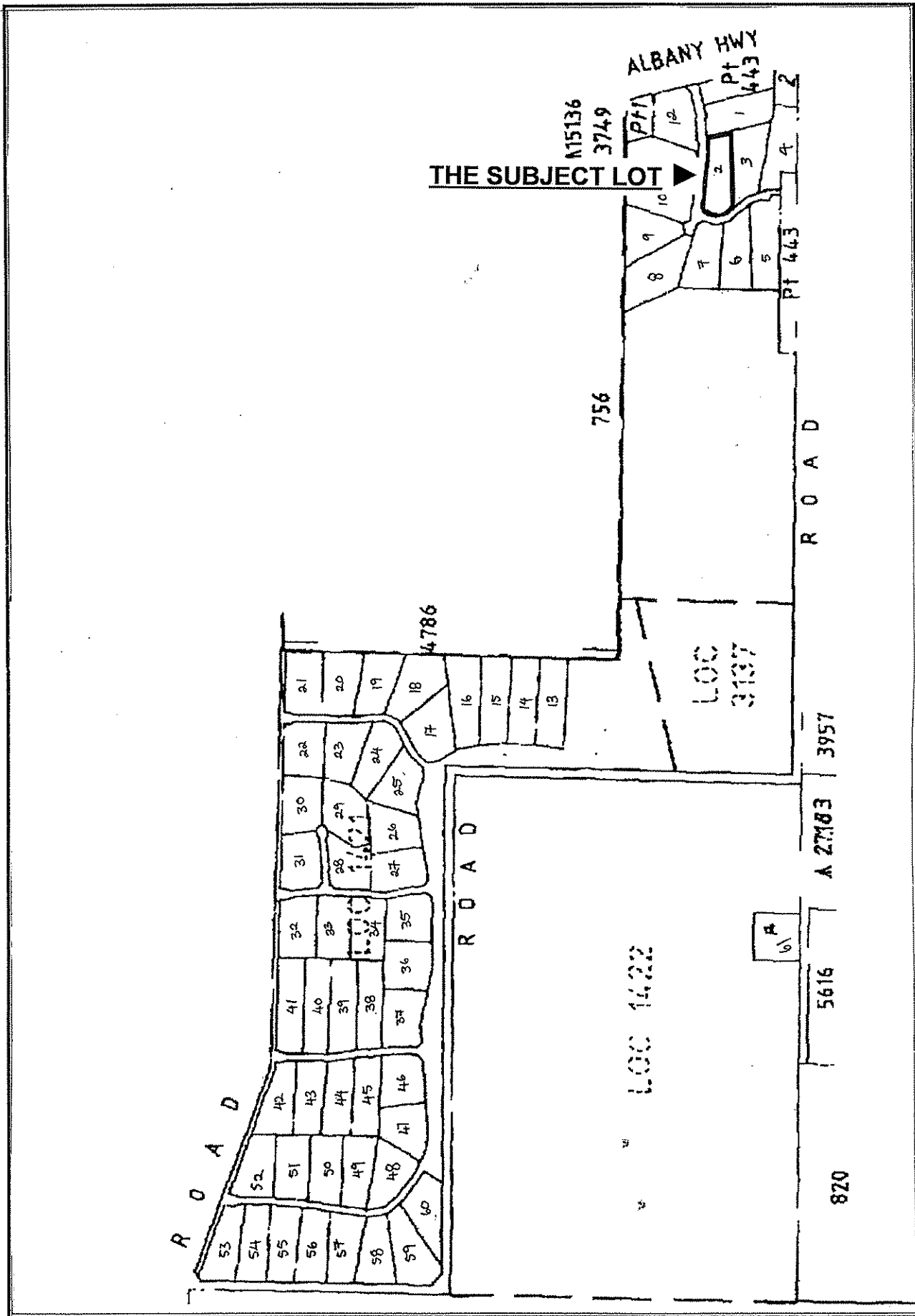
Meeting Date: 13 October 2009

Number of Pages: 6



STRATA SUBDIVISION PLAN





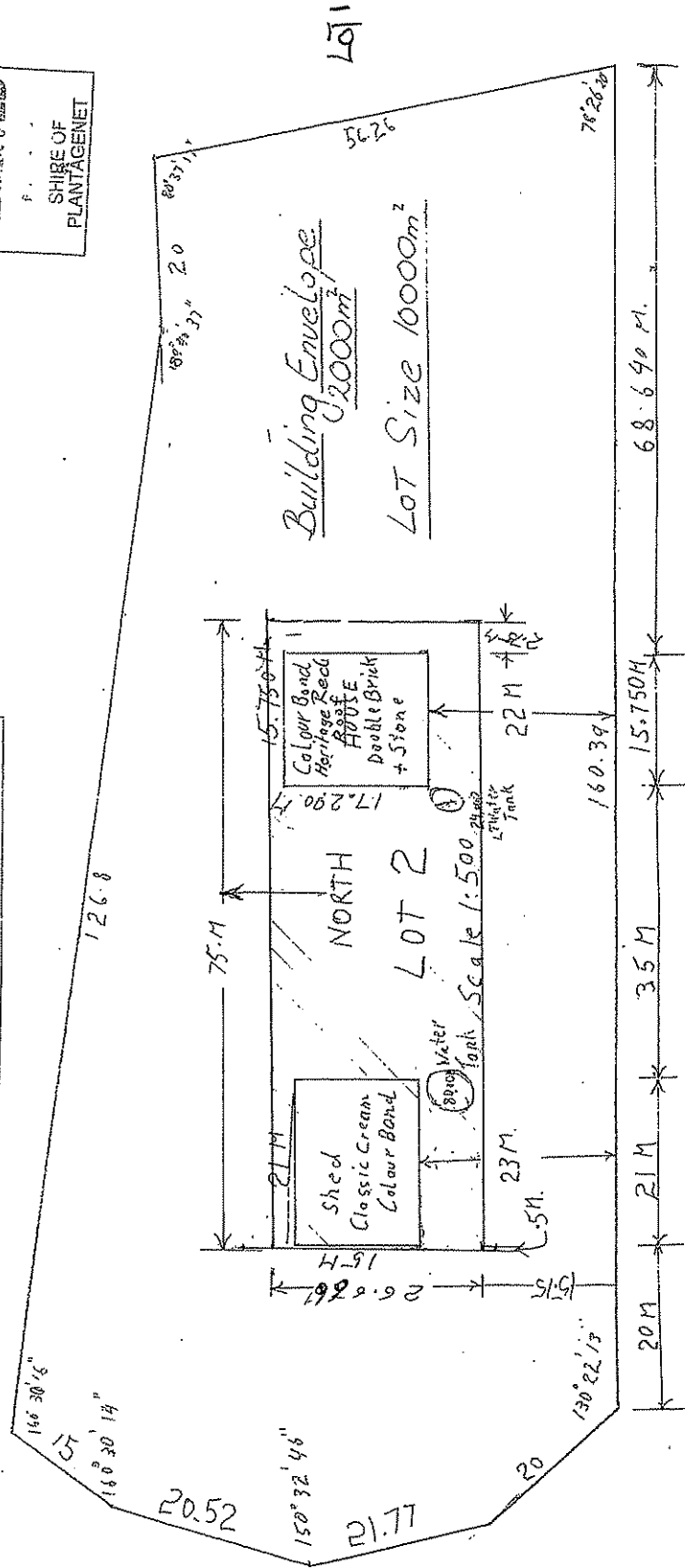
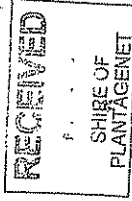
**STRATA SUBDIVISION PLAN**



# Building Envelope

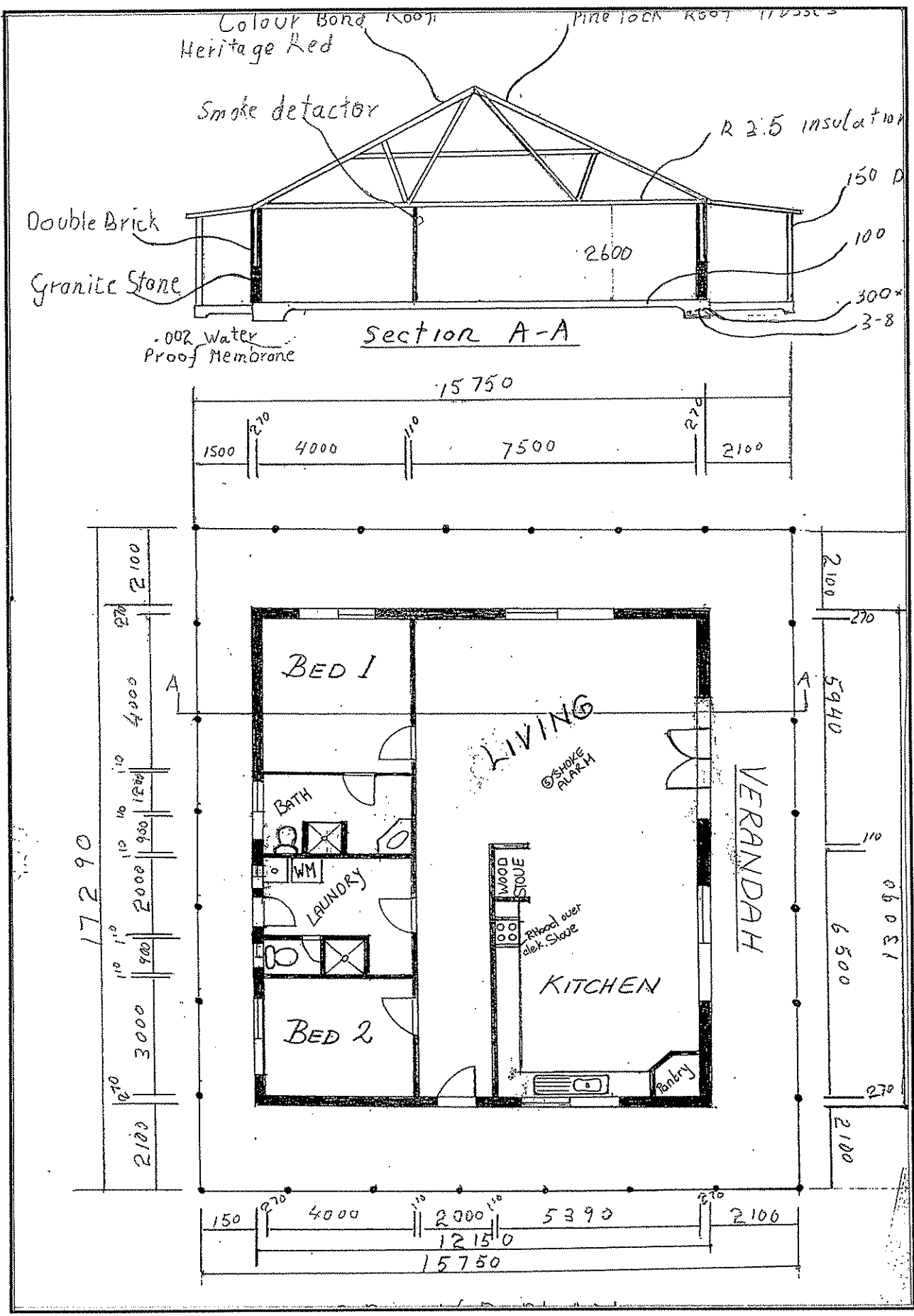
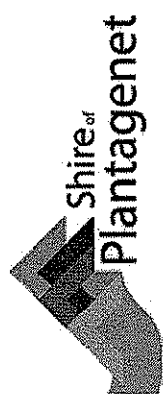
Proposed Residence for  
 Monica Schmid on LOT 2  
 Volley View Tree Farm  
 101 ALBANY Hwy Mt. Barker 6324

Fully enclosed Shed in Classic Cream  
 Colourbond one Rollerdoor and double door.



**SITE PLAN**

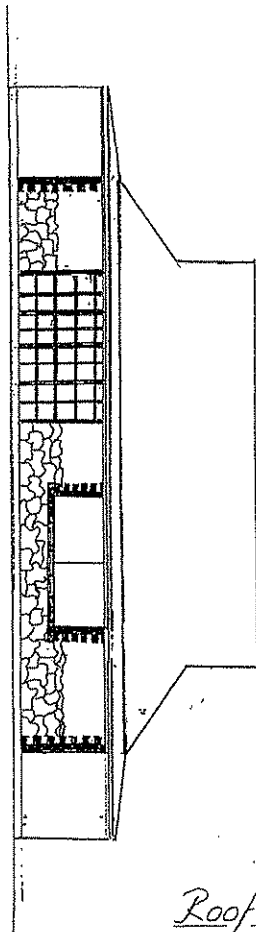




**FLOOR PLAN**

ated pine Post

Mesh



Proposed Residence for Monica Schmid  
on Lot 2 Valley View Tree Farm  
101 Albany Hwy Mt. Barker 6324  
Copyright M. Schmid 30.4.09

Roof area 272m<sup>2</sup>

RECEIVED  
23 JUL 2009  
STATE OF SOUTH AUSTRALIA  
LAND & SURVEY

**ELEVATION**

Council

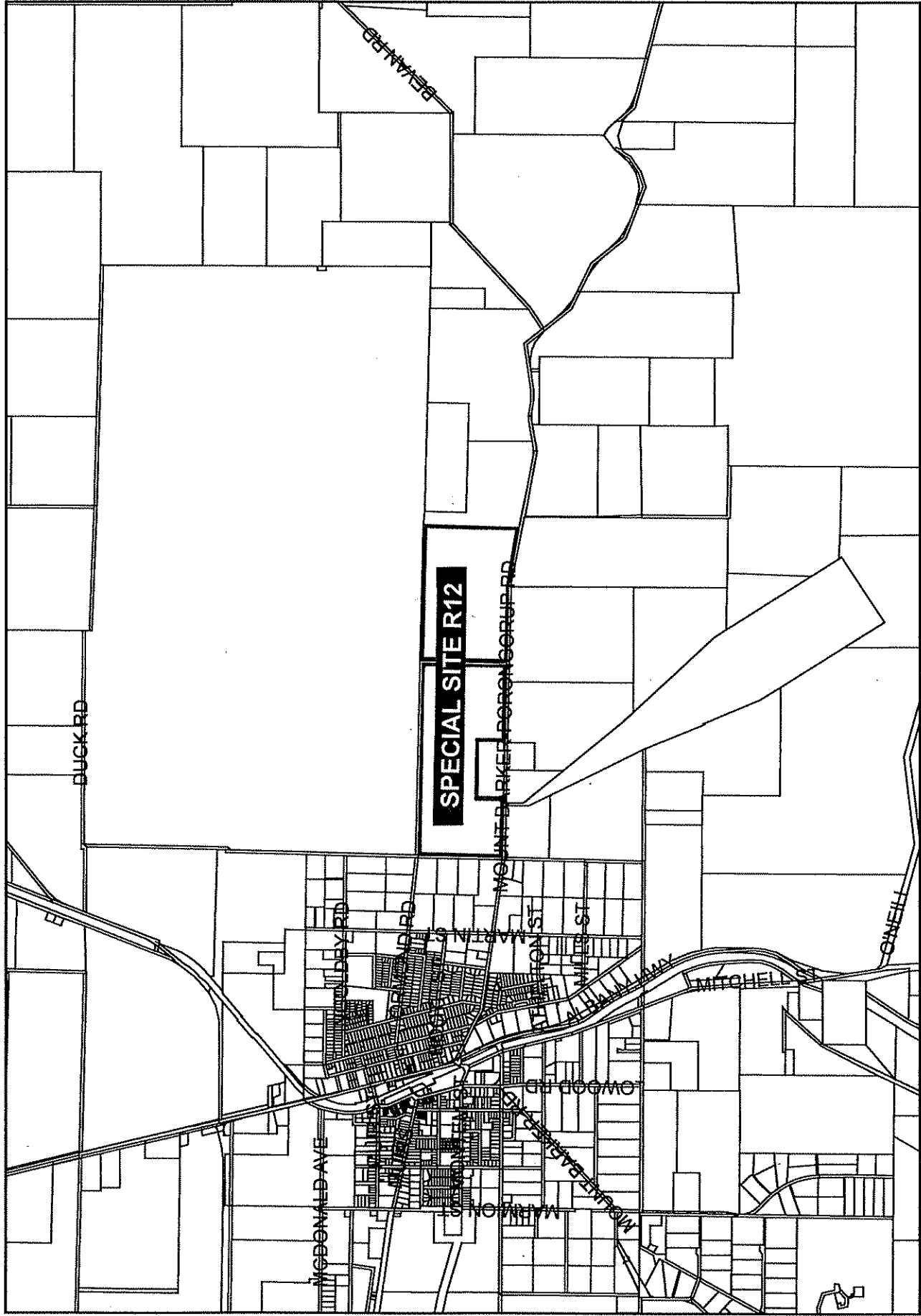
Lot 51 Strata Lot 16 Mount Barker-Porongurup Road,  
Mount Barker (Hambley Tree Farm) – Grouped  
Dwelling

Locality Plan  
Strata Subdivision Plan  
Site Plan  
Floor Plan  
Elevation

Meeting Date: 13 October 2009

Number of Pages: 6





# LOCALITY PLAN



THE SUBJECT LOT

AS TO LOCATION 4634 ONLY: LIMITED IN DEPTH TO 60.96 METRES.

SOUNNESS STREET

ROAD

Pt 18

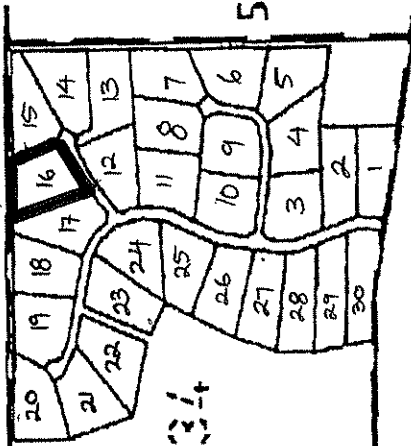
1785

Floor Level of shed 248.57 A.H.D.

50

5222

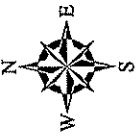
4634



Pt 5082

ROAD

MOUNT BARKER - PORONGURUP ROAD



# STRATA SUBDIVISION PLAN

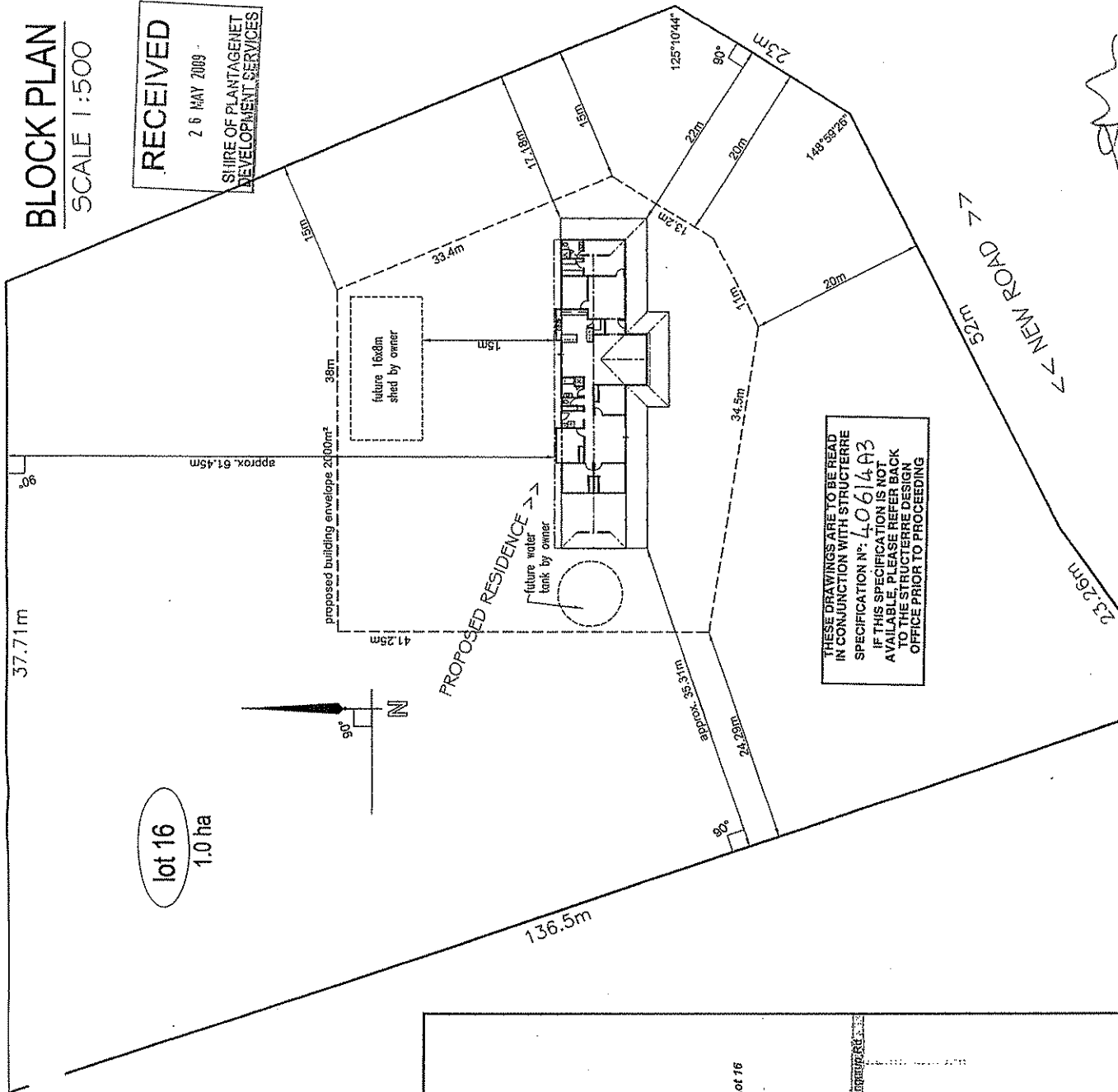
# BLOCK PLAN

SCALE 1:500

RECEIVED

2 5 MAY 2009

SHIRE OF PLANTAGENET  
DEVELOPMENT SERVICES



lot 16  
1.0 ha

THESE DRAWINGS ARE TO BE READ  
IN CONJUNCTION WITH STRUCTERRE  
SPECIFICATION N° 40614A3  
IF THIS SPECIFICATION IS NOT  
AVAILABLE, PLEASE REFER BACK  
TO THE STRUCTERRE DESIGN  
OFFICE PRIOR TO PROCEEDING

**STRUCTERRE**  
consulting group  
1 ERINDALE RD, BALCATTA  
PH: (08) 9205 4500 FAX: (08) 9205 4501  
STRUCTERRE PROJECT# 40614

**ROSS SQUIRE HOMES**  
36 MELBOURNE WAY  
MIDVALE 6056 WA  
PH: (08) 9250 2434  
FAX: (08) 9250 2181

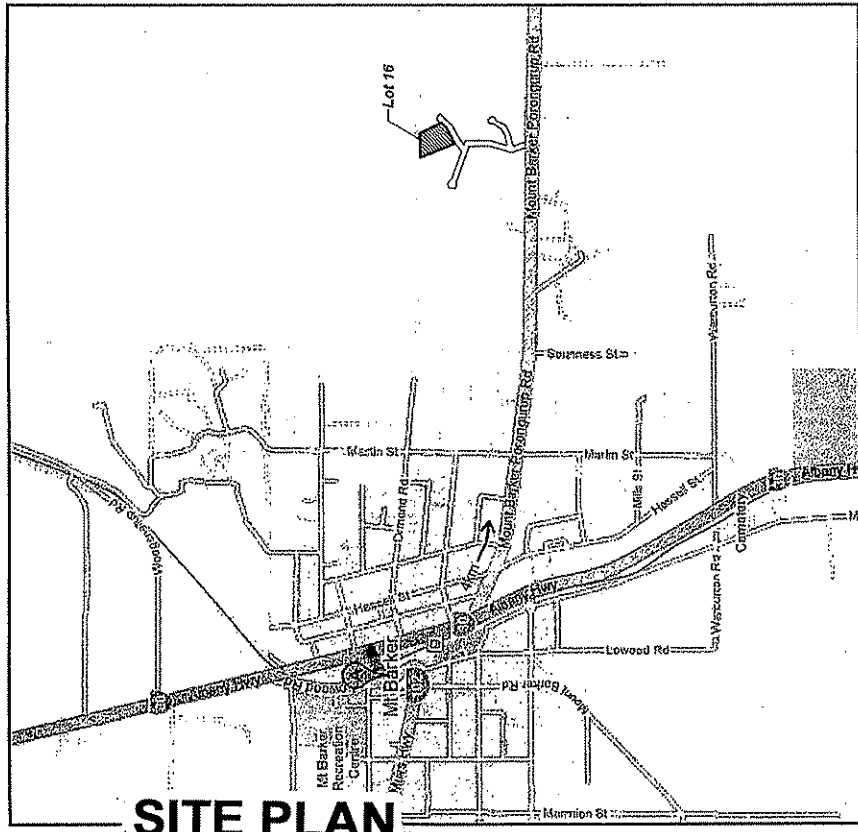


NOTE  
ALL SEPARS  
TO BE CHECKED  
BY OWNER !!!

NOTE  
ALL DIMENSIONS  
ON SITE !!!  
TO BE CHECKED

## LOCALITY PLAN

NOT TO SCALE



## SITE PLAN

DATE	AMENDMENTS	HOUSE TYPE	CUSTOM	PAGE No	SCALES	AS SHOWN	PROPOSED RESIDENCE FOR:
01-04-09	proposed building envelope			1	DATE DRAWN JOB NUMBER	28-01-09 31746	<b>MR &amp; MRS HOLMES</b>
				No. IN SET	DRAWN BY	ZK	<b>Lot 16 HAMBLEY FARM,</b>
				CHECKED BY			<b>Mt Barker-Forongorup Rd, Mt Barker</b>
						31746S	

CAUTION - DO NOT SCALE FROM DRAWING AS DISTORTION CAN OCCUR DURING COPYING | FB1

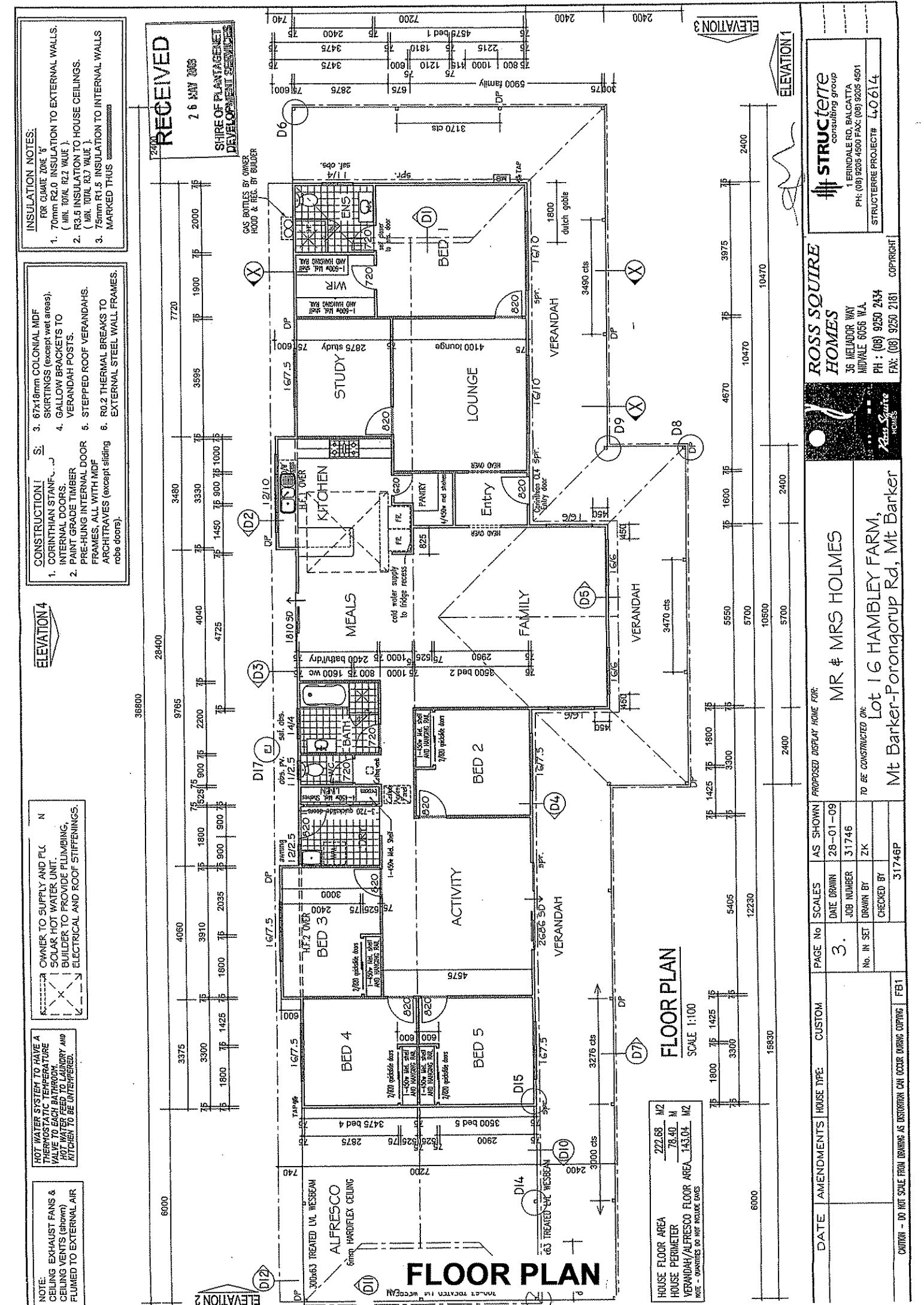
NOTE:  
HOT WATER SYSTEM TO HAVE A THERMOSTATIC TEMPERATURE VALVE IN EACH BATH ROOM AND KITCHEN TO BE INTERFERED.

OWNER TO SUPPLY AND FIT CORINTHIAN STAIRS, INTERNAL DOORS, PAINT GRADE TIMBER PRE-HUNG INTERNAL DOOR FRAMES, ALL WITH MDF ARCHITRAVES (except sliding robe doors).

INSULATION NOTES:  
FOR CLIMATE ZONE 1F  
1. 70mm R2.0 INSULATION TO EXTERNAL WALLS. (MIN. TOTAL R2.7 VALUE).  
2. R3.5 INSULATION TO HOUSE CEILINGS. (MIN. TOTAL R3.7 VALUE).  
3. 75mm R1.5 INSULATION TO INTERNAL WALLS. MARKED THUS

CONSTRUCTION:  
1. 67x18mm COLONIAL MDF SKIRTINGS (except wet areas).  
2. GALLOW BRACKETS TO VERANDAH POSTS.  
3. STEPPED ROOF VERANDAHS.  
4. R0.2 THERMAL BREAKS TO EXTERNAL STEEL WALL FRAMES.

RECEIVED  
26 MAY 2005  
SHIRE OF PLANTAGENET DEVELOPMENT SERVICES



**FLOOR PLAN**  
SCALE 1:100

HOUSE FLOOR AREA	222.68 M <sup>2</sup>
HOUSE PERIMETER	78.40 M
VERANDAH/ALFRESCO FLOOR AREA	143.04 M <sup>2</sup>
NOTE - QUANTITIES DO NOT INCLUDE ENDS	

DATE	AMENDMENTS	HOUSE TYPE	CUSTOM	PAGE No	SCALES	AS SHOWN	PROPOSED DISPLAY HOME FOR:
				3.		28-01-09	
						31746	
						ZK	
						31746P	

MR & MRS HOLMES  
Lot 16 HAMBLEY FARM,  
Mt Barker-Perongorup Rd, Mt Barker

**ROSS SQUIRE HOMES**  
36 MELBOURNE WAY  
MIDVALE 5056 W.A.  
PH: (08) 9250 2434  
FAX: (08) 9250 2181

**STRUCTERRE**  
consulting group  
1 ERINDALE RD, BALCATTA  
PH: (08) 9205 4500 FAX: (08) 9205 4501  
STRUCTERRE PROJECT# L40614

ROSS SQUIRE HOMES  
Copyright

CAUTION - DO NOT SCALE FROM DRAWING AS DIMENSIONS CAN OCCUR DURING CUTTING

HEAD FLASHING TO ALL WINDOWS & DOORS MARKED THUS \*

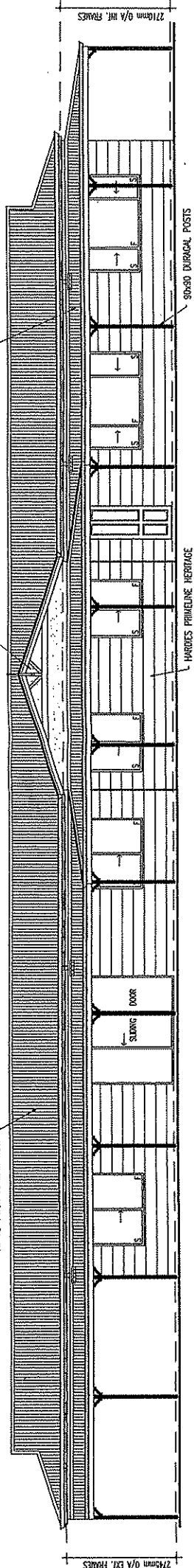
COLORBOND ROOF VENTS 3 OFF

HARDIES PRIMELINE HERITAGE (300mm) EXTERNAL WALL CLADDING  
 COLORBOND GUTTERS & DOWN PIPES  
 COLORBOND ROOF SHEETING

CUSTOM ORB ROOF SHEETING AT APPROX. 7° PITCH TO 2400mm VERANDA

CUSTOM ORB ROOF SHEETING AT 18° PITCH TO MAIN ROOF

5mm STUCCO CLADDING TO GABLE END



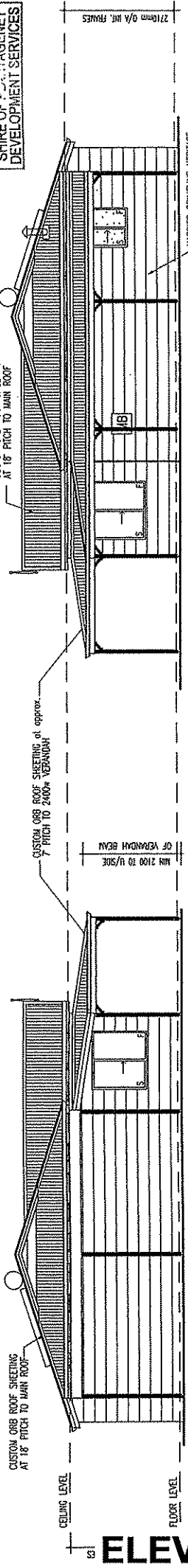
ELEVATION - 1

RECEIVED  
 2 6 MAY 2009

SHIRE OF LALAGEANET DEVELOPMENT SERVICES

CUSTOM ORB ROOF SHEETING AT 18° PITCH TO MAIN ROOF

CUSTOM ORB ROOF SHEETING AT APPROX. 7° PITCH TO 2400mm VERANDA



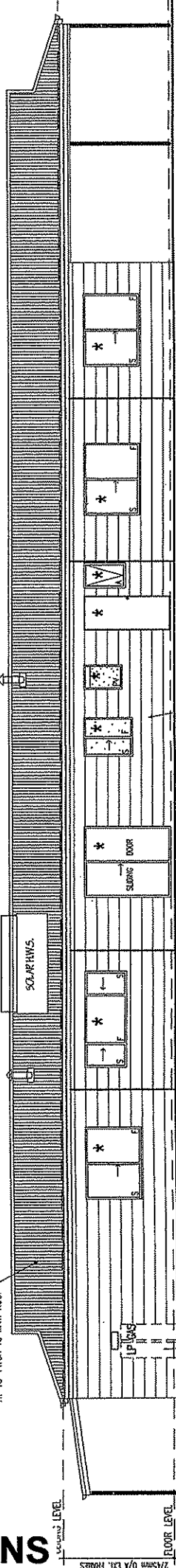
ELEVATION - 2

ELEVATION - 3

CUSTOM ORB ROOF SHEETING AT 18° PITCH TO MAIN ROOF

SOLAR PANELS

HARDIES PRIMELINE HERITAGE EXTERNAL CLADDING



ELEVATION - 4

ELEVATIONS

DATE	AMENDMENTS	HOUSE TYPE	CUSTOM	PAGE No	SCALES	AS SHOWN	PROPOSED RESIDENCE FOR:	
				4.	DATE DRAWN 28-01-09 JOB NUMBER 31746	MR & MRS HOLMES	ROSS SQUIRE HOMES	
				No. IN SET	DRAWN BY ZK	Lot 16 HAMBLEY FARM,	ROSS SQUIRE HOMES	
				CHECKED BY	31746E	Mt. Barker-Forangrup Rd, Mt Barker	ROSS SQUIRE HOMES	
CUSTOM - DO NOT SCALE FROM DRAWING AS DISTORTION CAN OCCUR DURING COPYING							FBI	ROSS SQUIRE HOMES

**STRUCTURTE**  
 consulting group  
 1 ERINDALE RD, BALCATTA  
 PH: (08) 9205 4500 FAX: (08) 9205 4501  
 STRUCTURTE PROJECTS 4-0-614

**ROSS SQUIRE HOMES**  
 36 MELBOURNE WAY  
 MIDVALE 6056 W.A.  
 PH: (08) 9250 2434  
 FAX: (08) 9250 2181

**ROSS SQUIRE HOMES**  
 MR & MRS HOLMES  
 Lot 16 HAMBLEY FARM,  
 Mt. Barker-Forangrup Rd, Mt Barker

*[Handwritten signature]*

COPYRIGHT

Council

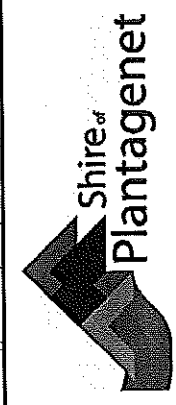
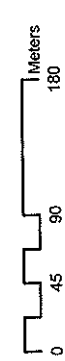
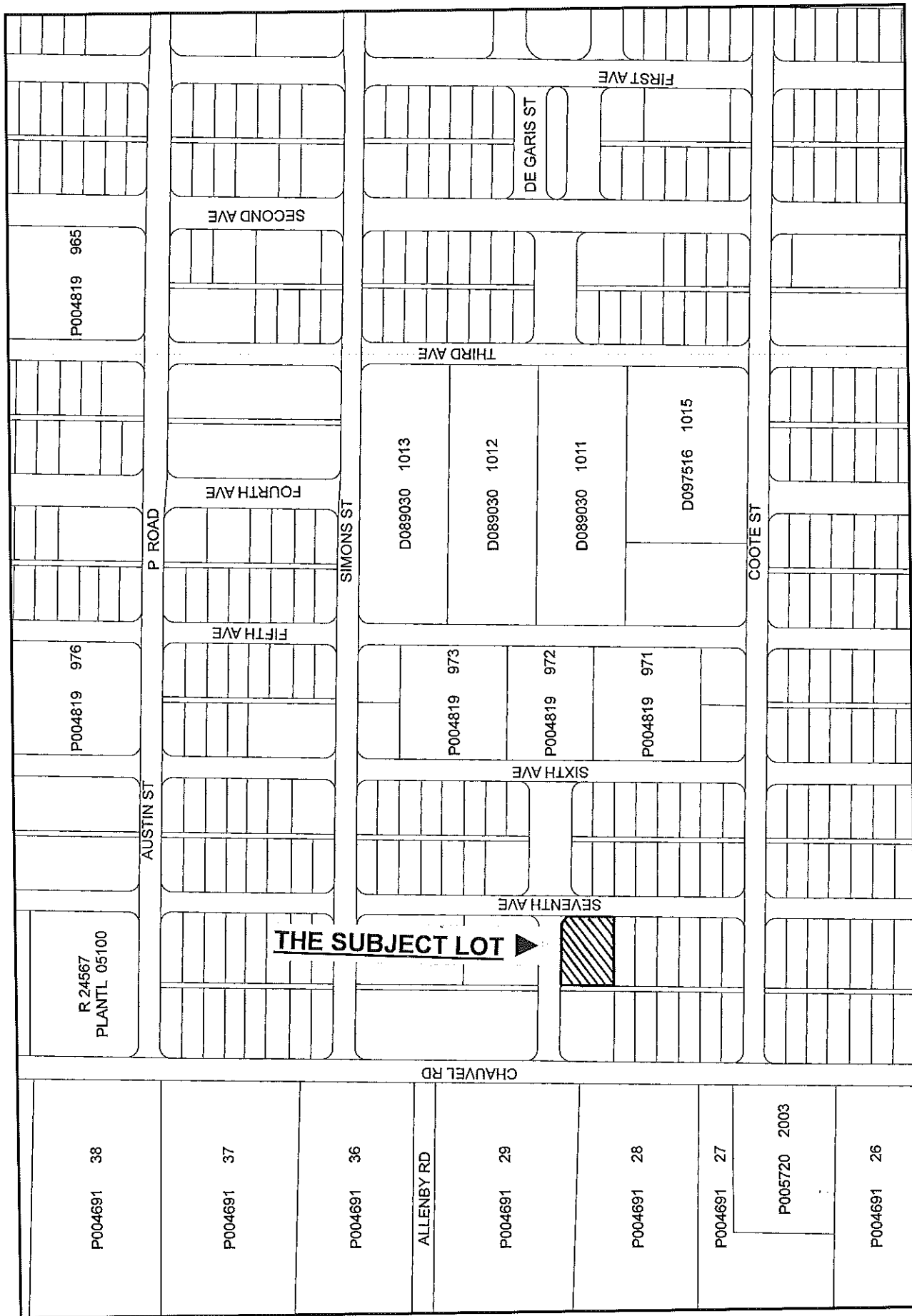
Lot 51 Seventh Avenue corner De Garis Street,  
Kendenup – Dwelling with Reduced Secondary Street  
Setback

Locality Plan  
Site Plan  
Elevations

Meeting Date: 13 October 2009

Number of Pages: 5

# LOCALITY PLAN



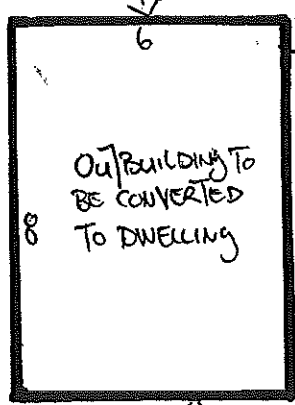
SEVENTH AVENUE



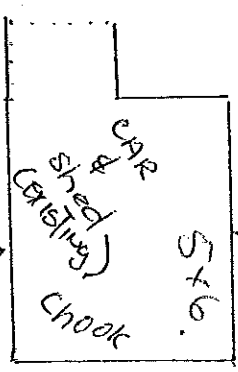
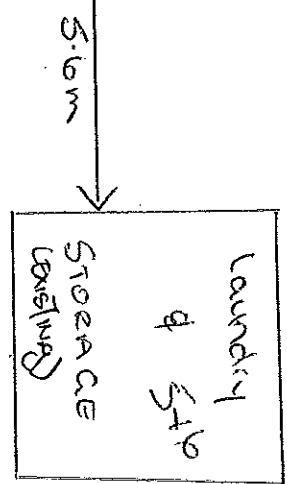
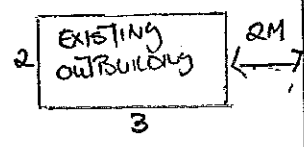
RECEIVED  
24 SEP 09  
SHIRE OF  
PLANTAGENET

61m

DECLARIS ST (UN-CONSTRUCTED)

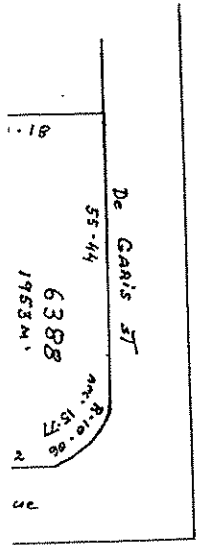


79m



SITE PLAN





Particle Board Flooring

250 x 50

100 x 50

175 x 38

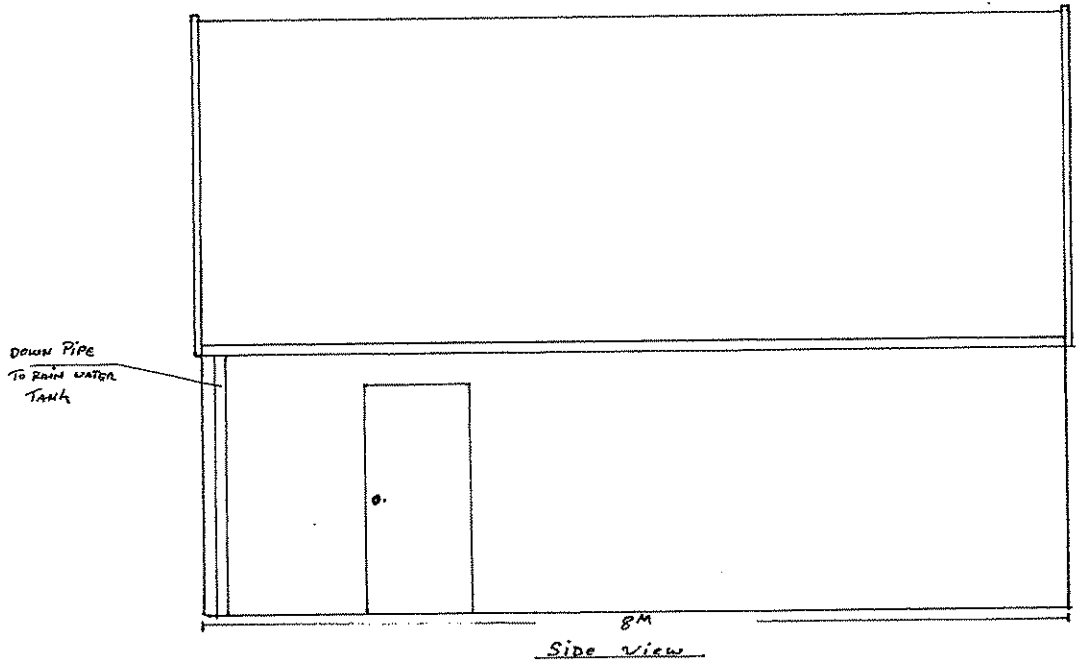
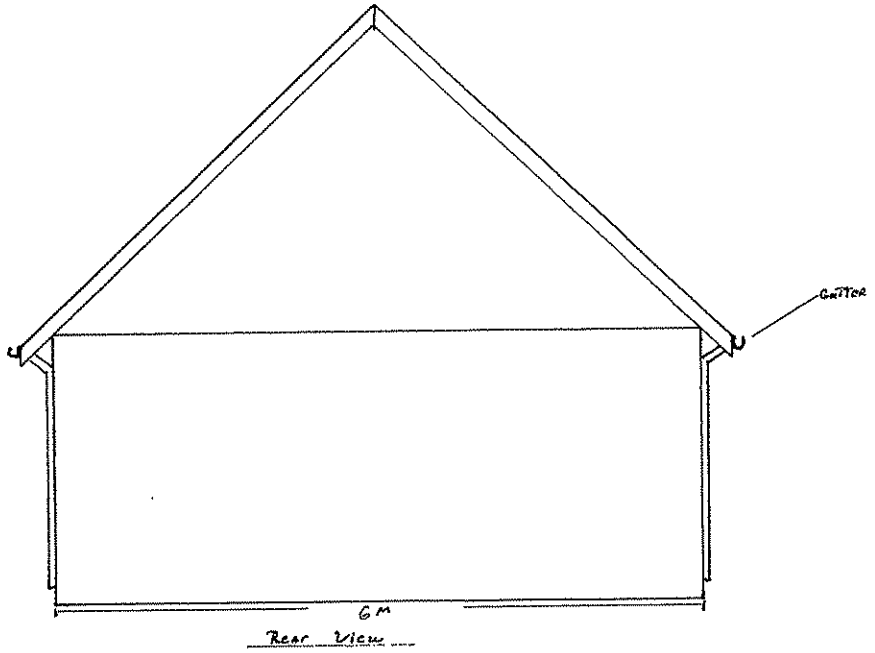
125 x 38

100 x 50

2 125 x 38

1 75 x 38

6.000<sup>m</sup> - UB 200



**ELEVATIONS**

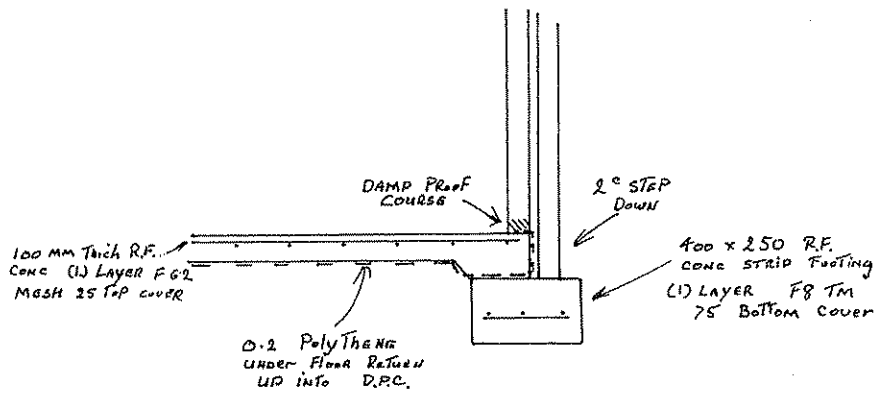
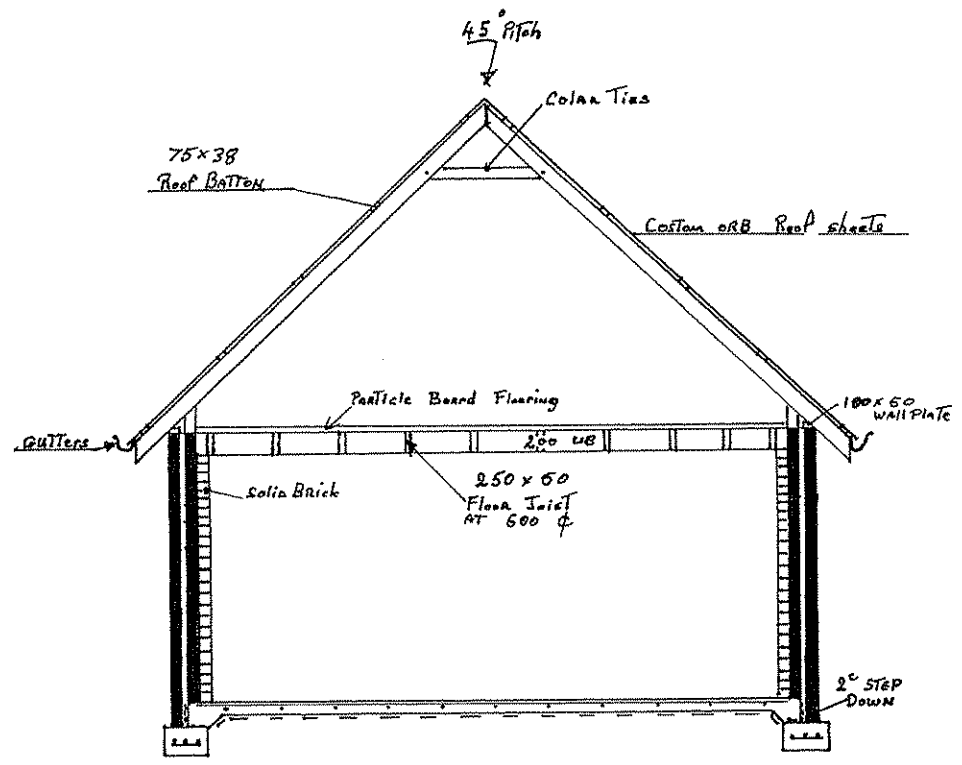
**RECEIVED**  
24 SEP 2009  
SHIRE OF PLANTAGENET  
DEVELOPMENT SERVICES

27/3/92  
 SHIRE OF PLANTAGENET  
 DEVELOPMENT SERVICES

Subject to:- 1)

PWD APPROVAL  
 REQUIRED

- 2) All roof + groundwater directed clear of site.
- 3) Compaction min. 8 blows / 300 mm
- 4) Footings 450 x 300, 1 layer F8 TM



**RECEIVED**  
 24 SEP 2009  
 SHIRE OF PLANTAGENET  
 DEVELOPMENT SERVICES

**ELEVATION**

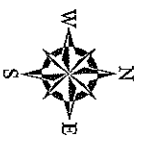
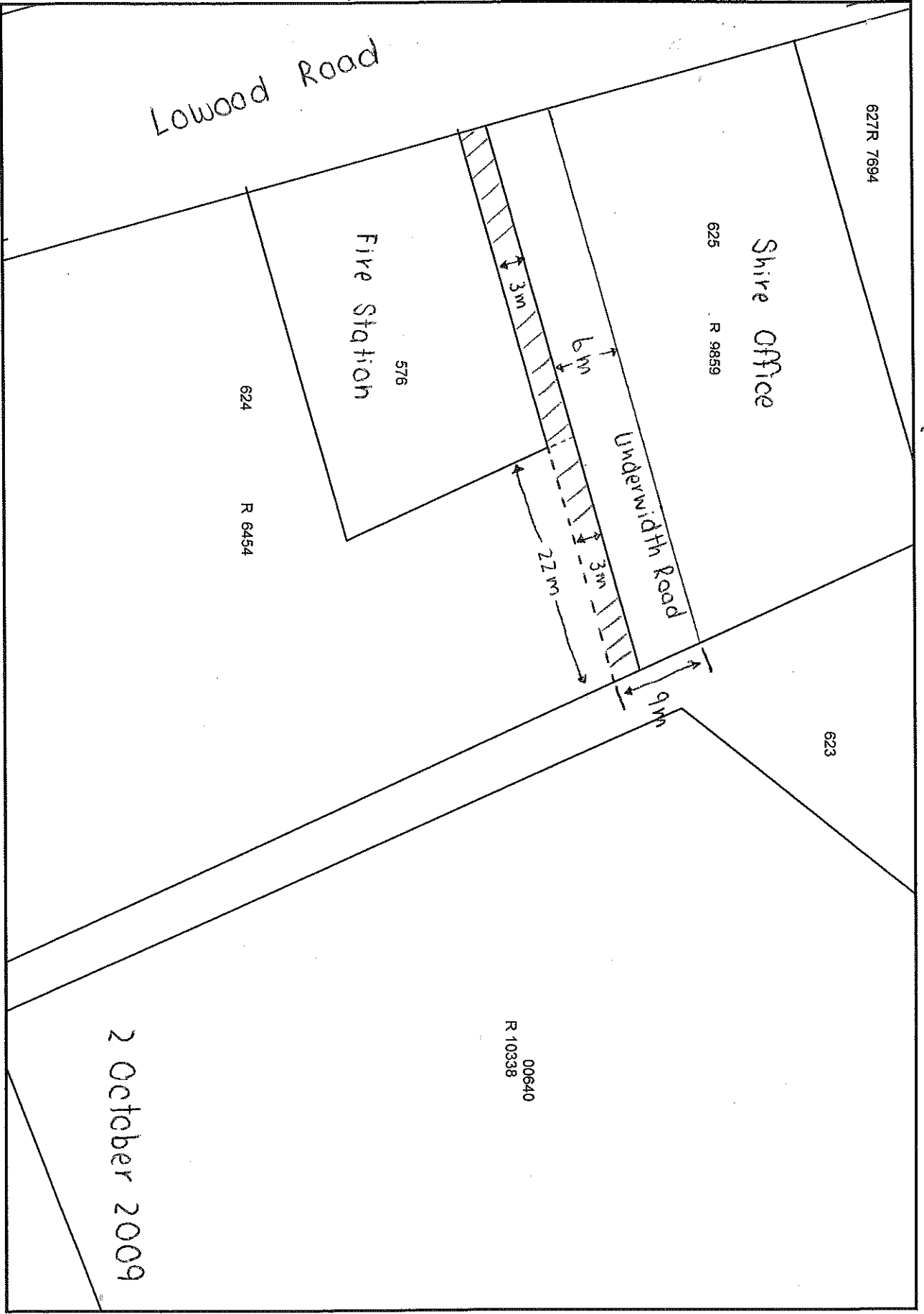
Council

Lot 625 (Reserve 9859) - Road Dedication

Site Plan

Meeting Date: 13 October 2009

Number of Pages : 2



# Site Plan

2 October 2009



Council

Lease – Mount Barker Community Centre

Deed of Lease

Meeting Date: 13 October 2009

Number of Pages: 56



Frederick House  
70-74 Frederick St  
Albany 6330  
PO Box 485  
Albany WA 6331  
TEL: (08) 9841 1122  
FAX: (08) 9841 7867  
DX 60805 ALBANY

Email:  
reception@haynesrobinson.  
com.au

Haynes Robinson Pty. Ltd.  
ACN 126 395 408

Haynes Robinson  
ABN 93 579 060 484

*Haynes Robinson*

---

HAYNES ROBINSON BARRISTERS & SOLICITORS

EST. 1889

**DEED OF LEASE  
LOT 53 LOWOOD ROAD, MOUNT BARKER**

**B E T W E E N**

**SHIRE OF PLANTAGENET  
(LANDLORD)**

**- AND -**

**MOUNT BARKER COMMUNITY CENTRE  
(TENANT)**

**A N D**

**BAPTIST UNION OF WESTERN AUSTRALIA  
ABN (ABN 59 739 180 494)  
(SPONSOR)**

## INDEX

1.	DEFINITIONS & INTERPRETATIONS	4
1.1	Definitions	4
1.2	Interpretations	6
2.	GRANT & LEASE	8
2.1	Grant of Lease	8
2.2	MoU form part of the Lease	8
3.	TERM, RENTAL & OUTGOINGS	8
3.1	Term	8
3.2	Holding Over	9
3.3	Option to renew Lease	9
3.4	Application of Lease	9
3.5	Rent	10
3.6	Outgoings	10
4.	TENANT'S OBLIGATIONS	10
4.1	Landlord's Cost of Default Notices	10
4.2	Interest	10
4.3	Insurance	11
4.4	Maintenance and Repair	12
4.5	Cleaning of the Leased Premises	13
4.6	Alteration and Renovation	13
4.7	Indemnity and Nuisance	14
4.8	Compliance with Requisitions of Authorities	15
5.	LANDLORD'S OBLIGATIONS	16
6.	LANDLORD'S RIGHTS	17
6.1	Repair	17
6.2	Landlord not Liable for Damage	18
6.3	Landlord not Liable for Interruption of Services	18
6.4	Reservations	19
7.	TRANSFER, SUBLETTING AND PARTING WITH POSSESSION	19
7.1	Restriction	19
7.2	Consent & Costs	19
8.	USE OF THE LEASED PREMISES	20
8.1	Tenant's Business	20
8.2	Tenant's Risk	20
8.3	Parking Area	21
8.4	Sounness Park	21
8.5	No Landlord Representation	22
8.6	Restrictions on Tenant	22
8.7	Registration of Lease or Lodgement of Caveat	22
9.	TERMINATION FOR BREACH	23
9.1	Essential Terms	24
9.2	No Waiver	24
9.3	Right to Terminate Lease	24
9.4	Method of Termination	24
9.5	Continuation of Tenant Liability	25



9.6	Recovery of Damages	25
10.	END OF TERM	25
11.	GOODS AND SERVICES TAX	25
12.	NOTICES	26
12.1	Method of Giving Notices	26
12.2	Time of Receipt	26
12.3	Address of Parties	27
13.	GENERAL	27
13.1	Costs	27
13.2	Default Costs	27
13.3	Amendment	27
13.4	Waiver	28
13.5	Moratorium not to Apply	28
13.6	Entire Agreement	28
13.7	Severance	28
13.8	Further Assurance	28
13.9	Counterparts	28
13.10	Landlord May Act by Agent	28
13.11	Remedies cumulative	29
13.12	Approvals and Consents	29
13.13	Indemnities	29
13.14	Conflict & Resolution	29
14.	SPECIAL CONDITIONS	29
14.1	Renovation Works	29
15.	RIGHT OF FIRST REFUSAL	30
	The Schedule	32
	Annexure "A"	34
	Annexure "B"	35
	Annexure "C"	36

**THIS DEED OF LEASE** is made the

day of

2009

**BETWEEN**

**SHIRE OF PLANTAGENET** of PO Box 48, Mount Barker in the State of Western Australia  
(Landlord)

**AND**

**THE MT BARKER COMMUNITY CENTRE (MBCC)** of PO Box 75, Mount Barker in the  
State of Western Australia (Tenant)

**AND**

**THE BAPTIST UNION OF WESTERN AUSTRALIA INC (ABN 59 739 180 494)** of PO Box  
57, Burswood in the State of Western Australia (Sponsor)

**RECITALS:**

- A. The Landlord is registered as the proprietor of an estate in fee simple of the Land.
- B. By an MoU the Landlord and the Sponsor stated their mutual desire to work closely so that the Tenant could provide and facilitate community programs and services within the Shire of Plantagenet, with Christian commitment and integrity and respect for differences in religion, race and social status out of a building owned by the Landlord.
- C. In accordance with the MoU, the Landlord consents to and the Tenant agrees to undertake the Renovation Works specified in Clause 14 of this Lease.
- D. The Landlord has now agreed to lease and the Tenant has agreed to take a lease of the Leased Premises for the Term and at the Rent and on the terms and

conditions contained in this Lease.

- E. The Sponsor has agreed to sponsor and support the services and facilities to be provided by the Tenant.

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

In this Lease, unless the contrary intention appears:

**Building** means the building(s) situated on the Land, and includes any additions to that building or those buildings constructed by the Tenant in accordance with a building licence during the Term or the Future Term;

**Business Day** means a day on which the major trading banks are open for business in the State;

**Claim** means, in relation to any person, a claim, action, proceeding, judgement, damage, expense or liability incurred by or against the person, whether present, unascertained, immediate, future, contingent, direct or indirect;

**Commencement Date** means the date of commencement of the Term described in **Item 2** of the **Schedule**;

**Fixtures and Fittings** includes fixtures, fittings, stock, accessories, doors, windows, furnishings, carpet, paintwork, equipment, locks and keys and includes the fixtures & fittings existing in the Building and any fittings & fixtures installed by the Tenant in the future and that are of a permanent nature;

**Land** means the land identified in **Item 1** of the **Schedule**, and includes the Building;

**Landlord's Chattels** means the goods and chattel<sup>s</sup> situated in the Toy Library, Library and Archive Depository operated by the Landlord;

**Landlord's Area** means the area occupied by the Landlord to operate the Toy Library, Library and Archive Depository;

**Lease** means, depending on the particular context:

- (a) this Lease; or
- (b) the leasehold estate created on the signing or registration of the Lease; or
- (c) any other legal or equitable interest arising from either or both of:
  - (i) entry into possession of the Leased Premises; or
  - (ii) the payment or acceptance of money for the right to occupy and use the Leased Premises, or
- (d) any holding-over period created under the terms of **clause 3.2**;

**Leased Premises** means the Building together with the Fixtures and Fittings forming part of or annexed or affixed to the Building now and in the future and the area outside of the Building required for the convenient occupation of the Building as is hatched in black on the Plan, but excluding the Landlord's Area as hatched in red on the Plan.

**MoU** means the memorandum of Understanding signed between The Shire of Plantagenet and The Baptist Churches of Western Australia Inc as Sponsor for the Mount Barker Community Centre dated 13<sup>th</sup> August, 2007 and letter from Shire Plantagenet dated 11 May 2009 marked as Annexure "A".

**Notice** means the written notice described in **clause 9**;

**Outgoings** means all statutory charges and variable outgoings including municipal, water, sewerage and drainage rates and charges and land tax charged in respect of the Leased Premises and all charges and expenses (including meter bonds) in respect of electricity supplied to or consumed from the Leased Premises and security and toilet requisites;

**Parking Area** means the car parking bay/s (if any) designated by the Landlord from time to time for the parking of motor vehicles and for access and egress from the Land;

**Parties** means the Landlord and the Tenant, and **Party** is a reference to either one of them as the context requires;

**Permitted Use** means the use of the Leased Premises for the purpose specified in **Item 5** of the **Schedule**;

**Plan** means the site plan and floor plan of the Building annexed to this Lease and marked Annexure "B".

**Rent** means the Rent described in Item 3 of the Schedule;

**State** means the State of Western Australia;

**Statute** includes all delegated legislation and statutory instruments issued under it;

**Term** means the term of the Lease as described in clause 2.1.

## 1.2 Interpretation

In this Lease unless the contrary intention appears:

- (a) the Lease is governed by and construed in accordance with the law of the State;
- (b) headings and any table of contents are for convenience only and do not affect the interpretation;
- (c) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (d) the word **person** includes an individual, a firm, a corporate entity, an unincorporated entity, a partnership, or government authority;
- (e) an agreement, representation or warranty:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; or
  - (ii) on the part of two or more persons binds them jointly and severally;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that action or payment of that money or on which that entitlement arises or notice is deemed served, is deemed to be the next Business Day;

- (h) where any requirement, calculation or payment of money might otherwise fall to be performed or paid on the 29th, 30th or 31st day of a month which does not contain such a date, then references are construed as reference to the last day of that month;
- (i) a month means a calendar month;
- (j) **including** is deemed to be followed by the words, **but not limited to**;
- (k) no rule of construction of documents applies to the disadvantage of a Party on the basis that that Party put forward this document or any relevant part of it;
- (l) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning; and
- (m) a reference to:
  - (i) a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this document and references to this document include any recital, schedule or annexure;
  - (ii) this document or another instrument includes any variation or replacement of either of them;
  - (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - (v) a right includes a benefit, remedy, discretion, authority or power;
  - (vi) an obligation includes a warranty or representation;

- (vii) a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) provisions or terms of this document include a reference to both express and implied provisions or terms;
- (ix) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions;
- (x) signature and signing includes due execution by a corporation or other relevant entity; and
- (xi) currency is a reference to Australian currency.

## **2 GRANT & LEASE**

### **2.1 Grant of Lease**

The Landlord grants to the Tenant the rights to possess and use the Leased Premises for the Term and under the provisions of the Lease.

### **2.2 MoU form part of the Lease**

The Landlord and the Tenant agree that the Memorandum of Understanding ~~and any subsequent MoU's~~ entered into between the Landlord, Tenant and the Sponsor ~~are~~ **is** to form part of the Lease and the Lessor and the Tenant agree and undertake to perform their obligations under MoU as if it forms part of the terms of this Lease;

## **3. TERM, RENTAL AND OUTGOINGS**

### **3.1 Term**

The Term begins and ends on the dates stated in **Item 2** of the **Schedule** and includes each of those dates and also includes any additional period consequent upon either the Tenant holding over or the exercise of an option of renewal.

### 3.2 Holding Over

If the Tenant occupies the Leased Premises after the end of the Lease with the Landlord's consent, the Tenant will do so as a tenant from month to month (**Holding Over**). Either party may terminate the Lease by giving to the other one month's Notice in writing.

### 3.3 Option to Renew Lease

- (a) Subject to the conditions set out in **clause 3.3(b)**, the Tenant may renew the Lease for the periods stated in **Item 4** of the **Schedule** starting on the day following the end of the Term of the Lease (**Extended Term**).
- (b) The Tenant may only renew the Lease in accordance with **clause 3.3(a)**:
  - (i) by serving (in such a manner that service is effected or deemed to be effected on a day no earlier than six (6) months and no later than three (3) months before the date of end of the Term) a Notice of the intention of the Tenant to renew the Lease for the next renewal period; and
  - (ii) if the Tenant is not in breach of the Lease at the time of service of the notice of intention to renew the Lease
- (c) The same terms and conditions apply during the Extended Term as apply during the Term except in respect of the option to renew in **clause 3.4(a)**.

### 3.4 Application of Lease

- (a) The Lease binds the Landlord's and Tenant's personal representatives and assignees, or if either or both of them are corporations, their successors and assignees, as if they were parties to it.
- (b) The Landlord named and described in the Lease as the Landlord (**Original Landlord**) enters into the Lease to the intent to bind the Original Landlord and the registered proprietor of the Land from time to time.
- (c) The Original Landlord will not be liable to the Tenant for damages for breach of covenant or in any other manner under the Lease, except in respect of those occurring while the Original Landlord remains the registered proprietor of the Land.



### **3.5 Rent**

- (a) The Tenant must pay to the Landlord (or otherwise as the Landlord directs in writing from time to time during the Term) the Rent for the right to possess and use the Leased Premises and the Fixtures and Fittings.
- (b) The Tenant must pay the Rent, whether demanded or not and without any deductions.
- (c) The annual Rent is the amount referred to in **Item 3** of the **Schedule**.

### **3.6 Outgoings**

- (a) The Tenant will pay the Outgoings payable in respect of the Leased Premises or the occupation of the Leased Premises during the term and any extension or renewal of the term when they fall due;
- (b) Provided that the Tenant uses the Leased Premises for the Permitted Use, the Parties agree that the Leased Premises will be exempt from Shire of Plantagenet rates.

## **4. TENANT'S OBLIGATIONS**

### **4.1 Landlord's Cost of Default Notices**

The Tenant must pay to the Landlord all costs, charges and expenses (including solicitors' costs (on a solicitor and own client basis) and surveyors' fees) for the purpose of or incidental to the preparation and service of any notice required to be served under the *Property Law Act 1969 (WA)*. This includes any notice under Section 81 of the Act requiring the Tenant to remedy a breach of any of the covenants in the Lease, even if forfeiture is avoided in a different manner than by relief granted by the Court.

### **4.2 Interest**

- (a) The Tenant must pay interest to the Landlord on:
  - (i) any money due under the Lease;
  - (ii) any Claim by the Landlord arising from the Lease; or

- (iii) all expenses incurred by the Landlord in completing any repairs or carrying out any works in respect of which the Tenant has failed to comply with any notice given by the Landlord under the *Property Law Act 1969* (WA) or the Lease, until all outstanding money and interest is paid in full.
- (b) Interest will accrue and be calculated daily at the rate set by the Landlord's bank as its benchmark rate for overdrafts of \$100,000 or more or, if there is no set rate, at the annual rate of 15%.

#### 4.3 Insurance

- (a) The Tenant must:
  - (i) take out and keep current the insurance policies referred to in **Item 6 of the Schedule**;
  - (ii) provide the Landlord with copies of those insurance policies and copies of receipts for the payment of premiums;
  - (iii) not do anything directly or indirectly that might make any insurance on or relating to the Leased Premises or the Building void or voidable or which might increase the policy premium;
  - (iv) pay any component cost of insurance premiums or charges incurred by the Landlord that occur because of the Tenant's use of the Leased Premises;
  - (v) comply with the insurance, sprinkler and fire alarm regulations that apply because of the use of the Leased Premises;
  - (vi) comply with the requirements of any insurer of the Leased Premises or of the Building;
  - (vii) pay for any necessary alterations to the sprinkler or fire alarm installation to ensure compliance; and
  - (viii) apply all money received under the plate glass insurance policy towards reinstating the damaged glass. If the money is insufficient to

meet the cost of the reinstatement, the Tenant must pay the extra amount to reinstate the damaged glass to the Landlord's satisfaction.

- (b) The Landlord acknowledges that the Tenant's obligation in clause 4.3(a) will be satisfied PROVIDED the Sponsor's insurance policies cover the Tenant's risk specified in **Item 6 of the Schedule**;
- (c) The Landlord acknowledges and agrees that the Tenant is not responsible for any insurance relating to the Landlord's Chattels and the Landlord's Area and that the insurance policies referred to in **Item 6 of the Schedule** will not cover the Landlord's Chattels.

#### 4.4 Maintenance and Repair

- (a) The Tenant at it's own cost, must maintain, repair, replace and keep the Leased Premises, including:

- (i) every part of them;
- (ii) all additions to them; and
- (iii) all the Fixtures and Fittings,

in good, clean and substantial repair and condition, bearing in mind the condition of the Leased Premises at the beginning of the Lease, but need not carry out:

- (i) any structural work, other than those required to be performed by the Tenant under the MoU, unless it has become necessary because of any actions, whether negligent or deliberate, of the Tenant or those for whom the Tenant is responsible;
  - (ii) repairs that are necessary because of fair wear and tear; or
  - (iii) repairs that are necessary because of a natural disaster or other serious event that is out of the Tenant's control.
- (b) To comply with its obligation under **clause 4.4(a)**, the Tenant must:
    - (i) immediately repair or pay the costs of repairing and making good any damage to the Leased Premises, any part of them or the Building caused by or through the act, neglect, default or omission of the

Tenant or the servants, agents or lawful visitors of the Tenant and indemnify the Landlord against all Claims for damage so caused. All repairs will be carried out by the Landlord and (at the Landlord's discretion) under the supervision of an architect nominated by the Landlord;

- (ii) immediately repair or replace all broken glass including exterior windows with glass of the same or some similar quality and all damaged, defective or broken heating, lighting and electrical equipment including any fluorescent tubes installed upon the Leased Premises;
- (iii) regularly maintain and repair the Fixtures and Fittings that are located within the Leased Premises, excluding the Landlord's Chattels;

#### 4.5 Cleaning of the Leased Premises

- (a) The Tenant at its own expense must keep:
  - (i) the Leased Premises, excluding the Landlord's Area;
  - (ii) the immediate surroundings; and
  - (iii) any passageway, emergency exit or right of way immediately adjoining the Leased Premises,
 at all times properly cleaned and drained in a sanitary condition to the satisfaction of the competent authority having control of the same and free of all vermin and cleared and free of any rubbish, obstacle or hazard.
- (b) The Tenant must store all garbage rubbish and refuse in a hygienic manner within the Leased Premises and attend to its expeditious disposal and observe any directions given by the Landlord.
- (c) The Tenant must take all reasonable precautions to keep the Leased Premises, excluding the Landlord's Area, free of rodents, vermin, insects, pests, birds and animals. If the Tenant fails to do so it will at the request of the Landlord but at the cost of the Tenant employ pest exterminators approved by the Landlord.

#### 4.6 Alteration and Renovation

- (a) The Landlord shall do all things necessary to assist the Tenants in obtaining all licences and permits to carry out the Renovation Works.

- (b) Subject to clause 4.6(a), nothing contained in this Lease will impose on the Tenant any liability to make or pay for any structural alterations or additions to the Leased Premises or any part of the Leased Premises.

#### **4.7 Indemnity and Nuisance**

The Tenant must, except the Landlord's Area:

- (a) indemnify the Landlord against all:
- (i) claims which the Landlord may suffer or incur in connection with the loss of life and or personal injury to any person and or damage to any property (wheresoever occurring:
    - A. arising from or out of any occurrence at the Leased Premises,
    - B. arising from or out of the use by the Tenant of the Leased Premises or any part thereof,
    - C. arising from any alterations, additions or renovations conducted at the Leased Premises by the Tenant or under the authority of the Tenant; or
    - D. occasioned wholly or in part by any neglect or omission by the Tenant or by the servants, agents or lawful visitors of the Tenant or by any other person or persons using, upon or near the Leased Premises,
  - (ii) loss and damage to the Leased Premises caused by the negligent use or misuse, waste or abuse of the water gas or electricity supplied to the Leased Premises or to the Tenant in connection with the Leased Premises or by faulty sanitary, water, gas or electric light fittings or fixtures fixed or installed by or on behalf of the Tenant;
  - (iii) not to do or allow to be done on the Leased Premises, anything which may be or become a nuisance to the Landlord or occupiers of any adjoining or neighbouring premises;

- (b) The provisions of **clause 4.7(a)** do not oblige the Tenant to indemnify the Landlord in respect of:
- (i) claims by an employee of the Landlord in respect of which the Landlord is covered under its policy issued pursuant to Workers Compensation legislation where the injury is not due to the negligence of the Tenant or its servants or agents;
  - (ii) claims arising from loss or damage attributable to the defective condition of any property of the Landlord unless that defective condition was created by the Tenant or its servants or agents;
  - (iii) any accident or injury to or death of any person or damage or injury to or loss of the property of any person resulting from any wilful or negligent act of the Landlord or its officers, servants or agents;
  - (iv) claims, whatsoever, arising from the loss of life and or personal injury to any person and or damage to any property whether or not resulting from any wilful or negligent act of the Landlord or its officers, servants or agents occurring in the Landlord's Area; and
  - (v) claims arising under **clause 4.7(a)** to the extent that they are covered by any insurance effected pursuant to **clause 4.7(b)** or any other insurance which may be in force at the relevant time.

#### **4.8 Compliance with Requisitions of Authorities**

- (a) Subject to **clauses 4.4(a)** and **4.6(a)**, the Tenant must:
- (i) construct works;
  - (ii) make alterations to the Leased Premises; and
  - (iii) perform and do such acts and things,
- as are during the Term required by any order or requisition whether addressed to Tenant or Landlord in pursuance of:
- A. the *Health Act 1911 (WA)*;
  - B. the *Local Government Act 1995 (WA)*;
  - C. any amendment of the Acts or any of them; or
  - D. any other Acts for the time being in force; or
  - E. any by-laws or regulations made under them relating to public health or safety, water supply, sewerage or drainage; or

F. any requisitions or requirements of any body or authority having control over electrical installations or fixtures, safety, health insurance matters or similar subjects.

(b) The Tenant is not liable to carry out any alteration, sealing or other treatment to the roof of the Leased Premises and/or such other areas of the Leased Premises that contain asbestos and/or asbestos fibres (if any).

## 5. LANDLORD'S OBLIGATIONS

The Landlord (so as to bind the Leased Premises and their proprietor for the time being but not to make itself personally liable except for its own acts and defaults or the acts of its servants or agents while it is the registered proprietor) must:

- (a) allow the Tenant (duly paying the Rent and performing and observing the terms covenants and conditions of the Lease) to peaceably and quietly hold and enjoy the Leased Premises during the Term without any interruption by the Landlord or by any person or persons rightfully claiming under or in trust for the Landlord;
- (b) pay all Outgoings and costs associated to and in relation to the Landlord's Area, including but not limited to the management and fit-out Landlord's Area;
- (c) maintain the Leased Premises and the Building in a sound structural condition;
- (d) repair all items of damage in respect of the Leased Premises which are not specifically the responsibility of the Tenant to repair under the Lease;
- (e) at all times during the Term use its best endeavours to maintain in proper working condition all mechanical installations and services provided by the Landlord or connected by the Landlord to the Leased Premises. The Landlord is not responsible or liable to the Tenant for any loss or damage suffered by the Tenant as a result of any breakdown of or defect in any matter or thing beyond the reasonable control of the Landlord;
- (f) at its own expense, promptly comply with and observe all notices and requirements of any statutory public local or other competent authority with respect to the Leased Premises whether involving structural alterations or not

except such as may be served on the Landlord arising out of or in the course of the Tenant's occupation and/or use of the Leased Premises;

- (g) at its own expense, rezone the Land as "community recreation and public worship" or similarly characterised zoning, within a reasonable time;
- (h) at its own expense, re-align and excise any parts of the Land included in the property known as Sounness Park, being the property adjacent to the Land (**Sounness Park**), within a reasonable time;
- (i) liaise with the Tenant to develop a security plan for the Leased Premises;
- (j) at its own expense, maintain the paved car park on the Land, including the Parking Areas;
- (k) at its own expense, construct a fence along the:
  - (i) western; and
  - (ii) southern (Cooper Street)
 boundaries of the Land, using a fencing style and materials to be agreed by the Parties;
- (l) at its own expense, take out and keep up to date insurance policies over the Leased Premises in the names of the Landlord and the Tenant, including policies in relation to:
  - (i) the Building, including in relation to any improvements or /additions to the Building; and
  - (ii) the Landlord's Chattels

## 6. LANDLORD'S RIGHTS

### 6.1 Repair

- (a) At all reasonable times the Landlord, its agents or both may enter the Land to look at its condition and that of the Fixtures and Fittings. The Landlord may give Notice to the Tenant of any defects and require the Tenant to remedy them within a reasonable time.
- (b) At all reasonable times the Landlord, its agents or both may enter the Land, without causing unnecessary interference with the use of the Land by the Tenant, to:



- (i) comply with the terms of any statute affecting the Land;
  - (ii) carry out any structural work that the Landlord thinks should be carried out;
  - (iii) install any services such as air conditioning, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
  - (iv) carry out any repairs to the Leased Premises that the Landlord thinks should be carried out;
  - (v) carry out any works to the adjoining premises that the Landlord thinks should be carried out;
  - (vi) take inventories of Fixtures and Fittings; and
  - (vii) remedy any defects about which the Landlord has notified the Tenant under **clause 6.1(a)** and which the Tenant has not remedied within a reasonable time.
- (c) If the Landlord carries out any works in the Building that the Tenant should have carried out, the Tenant must pay the costs of that work to the Landlord on demand.

## **6.2 Landlord not Liable for Damage**

If property of any kind which may be in the Leased Premises during the Term is destroyed or damaged by water, heat, fire, vermin or in any other way, no part of the loss or damage occasioned is borne by the Landlord.

## **6.3 Landlord not Liable for Interruption of Services**

Despite any implication or rule of law to the contrary, the Landlord is not liable to the Tenant (except for any wilful or negligent acts of the Landlord or its officers, servants or agents) for any loss or damage suffered by the Tenant through:

- (a) any malfunction, failure to function or interruption of or to the water gas or electricity services the air-conditioning equipment, fire equipment or any of the appurtenances contained in the Leased Premises; or
- (b) the blockage of any sewers, water, drains, gutters, downpipes or storm water drains from any cause, and
- (c) the Tenant is not entitled to terminate the Lease for any such reason nor have any right of action or Claim for compensation or damages against the Landlord in respect of such failure.

## 6.4 Reservations

The Landlord reserves the right to:

- (a) grant easements and restrictive covenants over the Land;
- (b) accept the surrender of easements and restrictive covenants which are encumbered over the Land;
- (c) grant and discharge mortgages over the Land,
- (d) provided that the Landlord will not exercise any of the rights under **clause 6.4** where the rights of the Tenant under the Lease will be materially prejudicially affected and the Landlord obtains the Tenant's written consent prior to excising its right under clause 6.4.

## 7. TRANSFER, SUBLETTING AND PARTING WITH POSSESSION

### 7.1 Restriction

The Tenant must not assign, sub-let, mortgage, charge or encumber the Leased Premises or any part of the Leased Premises or otherwise part with possession of the Leased Premises or any part without the prior written consent of the Landlord and consent not to be unreasonable withheld.

### 7.2 Consent & Costs

- (a) Consent of the Landlord will not be unreasonably withheld in the case of an assignment of the whole of the Leased Premises or sub-letting of the part of the Leased Premises to a financially respectable and responsible person, proof of which will be on the Tenant;
- (b) The Landlord will not be called upon or required to give the Landlord's consent to any assignment of the Leased Premises in the event of the proposed assignee carrying on or intending to carry on a business or occupation not being of a like nature to the Permitted Use;
- (c) It will be a condition precedent to the granting of consent to any assignment or sub-letting that:
  - (i) the Tenant will have obtained the execution by the proposed assignee and guarantor (as the case may be and as the Landlord may require) of a deed of covenant;

- (ii) the deed of covenant must be prepared by the Landlord's solicitors at the expense of the Tenant; and
  - (iii) in the deed of covenant, the permitted assignee or sub-tenant and guarantor (if any) must covenant with the Landlord to comply with the covenants and agreements contained in the Lease on the part of the Tenant or those of them as the Landlord's solicitors consider necessary.
- (d) In the event of sub-letting, all money derived from the sub-lessee by way of rent or any other payment, is to be used for the sole purpose of the Mount Barker Community Centre not for profit entity.
- (e) The Tenant must pay the Landlord's legal costs (on a solicitor and own client basis) and other costs incurred in considering and giving consent, including any costs that the Landlord incurs in making inquiries about the character and financial status of any proposed sub-tenant or the person to whom possession is to be transferred.

## **8. USE OF THE LEASED PREMISES**

### **8.1 Tenant's Business**

- (a) The Tenant must:
- (i) use the Leased Premises only for the Permitted Use;
  - (ii) where approval is necessary from the Shire of Plantagenet and any other relevant authority for the Permitted Use, on or before the Commencement Date obtain such approval (at the Tenant's cost);
  - (iii) conduct its business on the Leased Premises in a business like and commercial manner; and
  - (iv) keep the Leased Premises open for business during the usual hours in which a business of the type referred to is conducted.

### **8.2 Tenant's Risk**

The Tenant occupies the Leased Premises and uses the Leased Premises at the Tenant's own risk.

### 8.3 Parking Area

The Tenant and the Landlord agree that the use of the Parking Area is subject to the following conditions:

- (a) the Parking Area must be used only for the purpose of parking private motor vehicles;
- (b) all vehicles parked in the Parking Area are parked within the defined area of each parking bay; and
- (c) any rubbish and debris accumulating around the Parking Area must be periodically removed by the Tenant.

### 8.4 Access

The Landlord and the Tenant agree that:

- (a) the Landlord's employees employed at the Library and members of the public attending the Library, will have unfettered access to the toilet facilities in the Leased Premises;
- (b) only the Landlord's employees employed at the Library, but not the members of the public, will have unfettered access to the tea room situated in the Leased Premises; and
- (c) the Landlord's employees and the Landlord's customers using the Library will have access to the Disabled Toilet and additional toilets in the Leased Premises whenever the library facility is in use

### 8.5 Sounness Park

The Parties acknowledge that:

- (a) subject to the payment of appropriate fees to the Landlord and compliance with the Landlord's booking procedures, the property known as Sounness Park may be utilised by the Tenant for community events; and
- (b) this **clause 8.4** does not grant any proprietary interest to the Tenant in relation to the use of Sounness Park.

### 8.6 No Landlord Representation

Subject to the terms of the MoU, the Tenant acknowledges and declares that in entering into this lease the Tenant has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Landlord, that:

- (a) Leased Premises are suitable for the Permitted Use;
- (b) the Fixtures and Fittings and services are suitable for the Permitted Use;
- (c) Leased Premises may lawfully be used for the Permitted Use;
- (d) zoning of the Land or of the Building will allow the Leased Premises to be used for the Permitted Use,
- (e) the Tenant agrees that, before signing the Lease, the Tenant made its own inquiries about zoning;
- (f) any warranty as to the suitability of the Land implied by law is expressly negated.

### 8.7 Restrictions on Tenant

The Tenant must not:

- (a) do or allow anything which may:
  - (i) cause loss or damage to the Leased Premises; or
  - (ii) choke or otherwise damage sewerage connections, drains and fittings.
- (b) use or allow the use of the toilets, conveniences and the water, lighting, heating and air conditioning apparatus, and fire sprinkler systems in the Leased Premises for any purposes other than those for which they were constructed;
- (c) overload, or allow the overloading of the floors of the Leased Premises by placing heavy articles on them, the individual or combined weights of which exceed the design and construction limits of the Leased Premises;
- (d) cause or allow any unduly loud noise or any other nuisance, disturbance or annoyance to be made in or to emanate from the Leased Premises;

- (e) conduct or allow any auction sale, fire sale, warehouse sale or liquidation sale in the Leased Premises;
- (f) mark, paint, deface or place any signs or advertising on any surface of the Leased Premises or the Building unless permitted by the Lease or with the prior written approval of the Landlord;
- (g) permit any rubbish to accumulate in the Leased Premises unless confined in suitable containers; or
- (h) interfere with or attempt to control any part of the fire alarm, sprinkler systems, any air conditioning equipment or any other machinery or equipment of the Landlord installed in the Leased Premises.

#### **8.8 Registration of Lease or Lodgement of Caveat**

- (a) The Tenant, an agent or other person on behalf of the Tenant may register the Lease;
- (b) The Tenant, an agent or other person on behalf of the Tenant must not lodge a caveat against the Land or any part of the Land other than a subject to claim caveat to protect the Tenant's interest under the Lease;
- (c) Any caveat must be withdrawn by the Tenant at the Tenant's expense at the expiration of the Term;
- (d) In the event of the Tenant failing to withdraw any subject to claim caveat upon the expiration of the term or if the term is extended or renewed then upon the expiration of the extended or renewed term the Tenant in consideration of the Landlord having granted this Lease irrevocably constitutes and appoints the Landlord and if the Landlord is a corporation each and every one of the directors and other officers of the Landlord jointly and severally the agent and attorney of the Tenant to surrender and withdraw the registration of this Lease or caveat (as the case may be) and for those purposes to sign any withdrawals, surrenders and any other instruments and documents and to do all acts matters and things as may be necessary or expedient for carrying out the powers granted in this clause;
- (e) The Tenant ratifies and confirms and allows the Landlord to do all acts

permitted to be done under or by virtue of this clause the cost of which will be borne and paid by the Tenant;

## **9. TERMINATION FOR BREACH**

### **9.1 Essential Terms**

The following Tenant's covenants are essential terms of the Lease:

- (a) the covenant to pay Rent during the Term;
- (b) the covenant not to deal with the Lease, or part with possession of the Leased Premises without consent;
- (c) the covenant about use of the Leased Premises;
- (d) the covenant permitting the Tenant to undertake Renovation Works; and
- (e) the covenant requiring the Landlord to apply and obtaining re-zoning of the Land.

### **9.2 No Waiver**

The Landlord's acceptance of late payment of any Rent does not waive the essentiality of the Tenant's obligation to pay Rent.

### **9.3 Right to Terminate Lease**

The Landlord may terminate the Lease if:

- (a) all or part of the Rent or other money due to the Landlord under the Lease remains unpaid for 20 Business Days after it is due, whether formally demanded or not;
- (b) the Tenant breaches the Lease, or any rule or regulation made under the Lease;
- (c) defects notified under **clause 6.1(a)** are not remedied within the time specified in the notice;
- (d) if the Tenant requires an approval, authorisation, licence or permit from the Shire of Plantagenet and any other relevant authority for the Permitted Use, and:

- (i) the Tenant fails to obtain the approval; or
  - (ii) the approval is cancelled;
- (e) the Tenant is a company that:
- (i) stops or threatens to stop carrying on its business;
  - (ii) goes into liquidation, whether voluntary or not;
  - (iii) is subject to an order or resolution for its winding up, unless it is for reconstruction or amalgamation;
  - (iv) is placed under the control of a liquidator or receiver (in both cases whether provisional or otherwise);
  - (v) is placed under official management under the Corporations Act; or
  - (vi) enters into a composition or scheme of arrangement;
- (f) the interest of the Tenant under the Lease is taken in execution; or
- (g) the Tenant or any person claiming through the Tenant conducts any business from the Leased Premises after the Tenant has committed an act of bankruptcy.

#### **9.4 Method of Termination**

For the purposes of **clause 9.3** the Landlord may terminate the Lease by:

- (a) giving Notice to the Tenant of the termination;
- (b) re-entering the Leased Premises, with force if necessary, ejecting the Tenant and all other persons from the Leased Premises and repossessing them; or
- (c) doing both.

#### **9.5 Continuation of Tenant Liability**

If the Landlord terminates the Lease under **clause 9.3** the Tenant remains liable for any previous breach of the Lease and other remedies available to the Landlord for recovery of unpaid Rent or for breach of the Lease are not affected.

#### **9.6 Recovery of Damages**

If the Landlord terminates the Lease under **clause 9.3**, it may, in addition to any other rights and remedies that it might have, recover damages from the Tenant for the loss of the benefit of so much of the Lease as would have continued but for the termination.



**10. END OF TERM**

At the end of the Lease, the Tenant must:

- (a) not remove the Fixtures and Fittings;
- (b) quietly yield up possession to the Landlord; and
- (c) surrender all keys for the Leased Premises to the Landlord at the Landlord's address.

**11. GOODS AND SERVICES TAX**

- (a) In this clause, **GST** means a goods and services tax or any similar tax, impost or duty introduced by the Commonwealth of Australia or any State or Territory of Australia whether before, on or after the Commencement Date, which becomes payable in connection with the supply of the Leased Premises or any goods, services or other things acquired or paid for by the Landlord in connection with the Lease.
- (b) All Rent and other amounts the Tenant agrees to pay to the Landlord as the consideration for the supply expressed in the Lease are exclusive of GST.
- (c) The Tenant agrees to pay to the Landlord, at the same time as the Landlord becomes liable to pay GST, the additional amount of GST together with any payment to which it relates. This obligation covers the Landlord's liability under the Lease and any renewal or extension of the Lease and includes Outgoings or consideration for any other taxable supply.
- (d) The Tenant:
  - (i) must reimburse the Landlord the full amount of GST, despite any entitlement the Landlord may have to input tax credits or other credits or reimbursements for GST; or
  - (ii) if the Landlord is entitled to an input tax credit for any amount recoverable from the Tenant under **clause 11(c)**, need only pay the Landlord an amount as reduced by the amount of the input tax credit the Landlord has received, or claims and is entitled to receive.

- (e) The Landlord will deliver tax invoices to the Tenant for the supply relating to Rent paid under the Lease, in a form that complies with the GST legislation, so that the Tenant may claim input tax credits for the taxable supply.

## **12. NOTICES**

### **12.1 Method of Giving Notices**

Notice which is required or permitted to be given by one Party to another under this Lease must be in writing and be:

- (a) delivered by hand to that other Party's address;
- (b) sent by pre-paid mail to that other Party's last known address; or
- (c) transmitted by facsimile to that other Party's last known facsimile number.

### **12.2 Time of Receipt**

Notice given to a Party in accordance with this clause is treated as having been duly received:

- (a) when delivered (in the case of it being left at that Party's address);
- (b) on the third (3rd) Business Day after posting (in the case of it being sent by pre-paid mail);
- (c) on the day of transmission (if a Business Day) or, if not a Business Day, on the next Business Day, if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise.

### **12.3 Address of Parties**

For the purposes of this clause, the address of a Party is the address set out in this document or another address of which that Party may from time to time give written notice to each other Party.

## **13. GENERAL**

### **13.1 Costs**

The Parties shall bear the cost of the preparation, execution, completion (and registration, if applicable) of the Lease as well as all costs and expenses of and incidental to any document, act, matter or thing required pursuant to this document to

be prepared, executed, done or completed. Each party shall bear their own cost in obtaining legal advice on the document.

### **13.2 Default Costs**

Any Party in default under any provision of the Lease, on demand must pay all reasonable solicitors costs and expenses incurred by any other Party arising out of that default or from the exercise of any remedy exercisable as a result of that default.

### **13.3 Amendment**

A variation or waiver of, or any consent by a Party to any departure from, a provision of the Lease is only effective if it is in writing and signed by the Parties. That variation, waiver or consent is effective only to the extent for which it is made or given.

### **13.4 Waiver**

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by the Lease does not operate as a waiver of that power or right. Any single exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under the Lease.

### **13.5 Moratorium not to Apply**

Unless application is mandatory by law any statute proclamation, order, regulation, or moratorium present or future will not apply to the Lease so as to abrogate extinguish, impair, diminish, fetter delay or otherwise prejudicially affect any rights powers privileges remedies or discretions given or accruing to the Landlord.

### **13.6 Entire Agreement**

- (a) the MoU and the Lease constitutes the sole and entire agreement between the Parties concerning the subject matter hereof; and
- (b) a warranty, representation, guarantee or other term or condition of any nature relating to that subject matter, and that is not contained, recorded, or referred to in the MoU or the Lease, is of no force or effect.

### **13.7 Severance**

If any provision of the Lease or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions

of the Lease are not affected and are valid and enforceable to the fullest extent permitted by law. This clause has no effect if the severance alters the basic nature of the Lease.

### **13.8 Further Assurance**

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party to effectively carry out and give full effect to the Lease and the rights and obligations of the Parties under it.

### **13.9 Counterparts**

The Lease may be executed by more than one (1) counterpart and all of those counterparts taken together constitute one (1) and the same instrument.

### **13.10 Landlord May Act by Agent**

All acts and things which the Landlord is required or empowered to do under the Lease may be done by the Landlord or any solicitor, agent, contractor or employee of the Landlord.

### **13.11 Remedies cumulative**

The rights, powers and remedies provided in the Lease are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of the Lease.

### **13.12 Approvals and Consents**

Where the Lease provides for a Party to give its approval or consent, the Party may give it conditionally or unconditionally or withhold it, unless the Lease otherwise provides.

### **13.13 Indemnities**

In relation to each of the indemnities in the Lease:

- (a) the indemnity is a continuing obligation, separate and independent from the other obligations of a Party and survives the expiration or earlier termination of the Lease;
- (b) it is not necessary for a Party to incur expense or make a payment before enforcing a right of indemnity conferred by the Lease; and

- (c) a Party is liable to pay to the Party to be indemnified an amount equal to any Loss suffered or incurred by an employee, officer or agent of that Party.

### 13.14 Conflict & Resolution

- (a) The Parties agree that in the case of conflict, a separate sub committee consisting of the Chairperson of the Tenant, one Board member of the Tenant, one representative from the Landlord and one participant shall be formed to resolve the conflict.
- (b) In the event the conflict remains unsolved, the Parties agree that a mutually agreed person be appointed as Arbitrator or an Arbitrator or umpire appointed pursuant to the Commercial Arbitration Act 1985 (WA);
- (c) Where it is necessary for any dispute under this Lease to be determined by an arbitrator or umpire under the Commercial Arbitration Act 1985 (WA) then each party to the proceedings before an arbitrator or umpire may be represented by a duly qualified legal practitioner

## 14. SPECIAL CONDITIONS

### 14.1 Renovation Works

- (a) The Tenant has the right to re-fit and improve the existing Building and extend and fit out the existing Building situated in the Leased Premises and construct and fit out additional Building situated on the Land at its own cost and as specified in Annexure "C" to accommodate the programs and services it wishes to offer, subject to all statutory requirements being met by the Tenant, including building licences.
- (b) The Landlord agrees that if it is the authority to grant building Licences that the Landlord will not unnecessarily ~~be~~ withhold such licences

## 15. RIGHT OF FIRST REFUSAL

The Landlord and the Tenant agree that:

- (a) If the Landlord at any time during the Term or any extension or renewal of the

term desires to vacate the Landlord's Area, vacates the Landlord's Area or relinquish the running of the Library and desires to lease the Landlord's Area, the Landlord will first give to the Tenant ~~seven (7)~~<sup>twenty-eight (28)</sup> clear days written notice of that intention to vacate or lease and at the annual rent terms and conditions upon which the Landlord is willing to lease the Landlord's Area, prior to placing the Landlord's Area upon the open market or inviting offers privately or publicly for the purpose of the Landlord's Area;

- (b) For the purposes of clause 15(a), the Landlord covenants with the Tenant that the annual rent and the terms and conditions upon which the Landlord is willing to lease the Landlord's Area will be the same as contained in this Lease;
- (c) The Tenant upon receiving the written notice from the Landlord will have an option to lease the Landlord's Area at the annual rent and on the terms and conditions exercisable at any time before the expiration of the notice;
- (d) If the Tenant does not exercise their intention to lease on those terms and conditions within ~~seven (7)~~<sup>twenty-eight (28)</sup> days of the receipt of the notice, the Landlord covenants not to lease to any other person at a lesser price than that offered to the Tenant or on terms and conditions at variance with those offered to the Tenant without giving written notice to the Tenant giving him first opportunity to lease on those terms and conditions;
- (e) The Landlord will not be bound to comply with this covenant if at any time when notice would have been required to be given to the Tenant:
  - (i) the Tenant is in substantial breach of their obligations covenants agreements and stipulations contained in this lease;
  - (ii) there has occurred any act, matter or thing attributable to or the responsibility of the Tenant pursuant to the provisions of this lease which has not been remedied by the Tenant which would entitle the Landlord to determine this lease;
  - (iii) the Landlord is otherwise entitled to determine this lease and has exercised his right to do so.

**SCHEDULE****ITEM 1:****LAND:**

The land located at Lot 53 Lowood Road, Mount Barker, Western Australia, being more particularly described as Lot 53 on Deposited 222823 and the whole of the land constituted in Certificate of Title Volume 1124 Folio 314.

**ITEM 2:****TERM OF THE LEASE:**

Term:	THIRTY (30) years
Commencement Date:	31 July, 2009
Termination Date:	30 July, 2039

**ITEM 3:****RENT:**

ONE DOLLAR (\$1.00) per annum.

**DUE DATE FOR FIRST INSTALMENT OF RENT & OUTGOINGS:**

31 July 2009

**ITEM 4:****OPTION FOR RENEWAL OF LEASE:****OPTIONS:**

One

**EXTENDED TERM:**

Term:	TWENTY-FIVE (25) years
Commencement Date:	31 July, 2039
Termination Date:	31 July, 2064

**ITEM 5:****PERMITTED USE OF LEASED PREMISES:**

Community, recreation and public worship.

**ITEM 6:****INSURANCE:****PARTICULARS OF INSURANCE:****Public Liability**

A policy insuring against public liability for not less than \$10 million in respect of any one occurrence for the risks normally covered by a public insurance policy. The Landlord may increase or decrease the minimum cover.

**Plate Glass**

A policy insuring against plate glass damage at the Leased Premises for not less than its full replacement value in respect of any one occurrence for the risks normally covered by an insurance office

**Fixtures and Fittings**

Fixtures and Fittings in the Leased Premises or associated with the Permitted Use by the Tenant in the Leased Premises. Insurance cover under this policy must be for the full insurable value of the Fixtures and Fittings against loss or damage because of fire and other risks including water, storm and rainwater damage in respect of any one occurrence for the risks normally covered by an insurance office



**ANNEXURE "A"**

**MoU**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SHIRE OF PLANTAGENET  
AND  
THE BAPTIST CHURCHES OF WA  
AS SPONSOR FOR  
THE MOUNT BARKER COMMUNITY CENTRE (MBCC)**

**'DEVELOPING COMMUNITY PROGRAMS AND SERVICES FOR THE  
SHIRE OF PLANTAGENET'**

**INTRODUCTION**

This Memorandum of Understanding is between the Shire of Plantagenet (the Council) and the Baptist Churches of WA acting as sponsor for the Mount Barker Community Centre (MBCC).

It reflects the desire of the parties to work closely together so that the MBCC can provide and facilitate community programs and services within the Shire of Plantagenet, with Christian commitment and integrity and respect for differences in religion, race and social status out of a building owned by the Council and presently utilised for the Council's Library services.

This agreement also reflects the Council's willingness to lease that building to the MBCC for the purposes referred to in this agreement.

**KEY COMMITMENTS:**

**The parties agree that:**

- (1) Lot 53 Lowood Road Mount Barker and the improvements thereon are suitable for the purpose of establishing and running programs of the MBCC, and that those programs can be co-located with the Council's responsibilities of providing a lending library, toy library and archival repository.
- (2) The Mount Barker Town Library and Toy Library will continue to operate from the MBCC. Management of the Library, employment and payment of library staff, fit out of Library, and recurrent / ongoing replacement costs that arise during the period of the lease will be the responsibility of the Shire.
- (3) To adequately undertake the role of the MBCC and to allow the Council to continue to provide library, toy library and archival storage, the building situated on Lot 53 Lowood Road will need refitting, extensions and improving and such works will be undertaken by the MBCC at its own cost.

- (4) To enable the MBCC to adequately amortise its costs referred to above, a long term lease of the premises will be necessary and the parties agree to honour the terms of that lease.
- (5) That the programs to be offered by the MBCC will be made available on a co location, partnership or MBCC basis at the discretion of the MBCC Board.
- (6) The library, toy library and archival repository will not be required to pay rent during the term of the agreement.
- (7) Co-location/partnership programs offered by the MBCC may be required to pay rent or other fee associated with the program being offered, pursuant to the policies of the Board of Management from time to time.
- (8) It is the intention of the MBCC and understood by the Council that the centre will be operated on a 'not for profit' basis and that any excess funds generated will be reinvested in the MBCC facility and/or programs.
- (9) Management of the Centre will be by Board of Governance, to be appointed by the Baptist Churches of WA, on a portfolio basis with relevant church/community members with appropriate qualifications to undertake particular portfolios being considered for Board positions.  
  
*Ex officio* positions will be offered on the Board where appropriate, including one representative from the Shire of Plantagenet.
- (10) The Board will be responsible for the smooth running of the facility and will meet quarterly and operate in accordance with the Constitution and the lease between the parties.

The Council agrees:

- (1) To enter into a lease for Lot 153 Lowood Road, Mount Barker for a period of fifty five years comprised of thirty years with an additional twenty five year option, for the purposes outlined in this agreement.
- (2) That the MBCC has the right to re-fit and improve the existing building situated on the lot at its own cost, subject to all statutory requirements being met by the MBCC, including building licences, the issue of which will not be withheld unnecessarily where such licences are issued by the Council.
- (3) That the MBCC has the right to extend the existing building to accommodate the programs and services it wishes to offer and to fit out same at its own cost subject to all statutory requirements being met by the MBCC, including building licences, the issue of which will not be withheld unnecessarily where such licences are issued by the Council.

- (4) Lease payments for the term of the lease shall be a 'peppercorn' to offset the capital improvements to the Council's asset which the MBCC will undertake as referred to in (2) and (3) above.
- (5) Subject to normal booking and payment of appropriate fees as adopted by the Council from time to time, the adjacent Sounness Park can be utilised by MBCC when hosting major community events.
- (6) That while the premises are being used for the purposes set out in this agreement, the premises shall be exempt from council rates.
- (7) To rezone Lot 53 to 'community recreation and public worship' or similar appropriate zoning at the Council's cost and to effect the necessary realignment and excision of the block from the adjacent Sounness Park also at the Council's own cost.
- (8) To develop a security plan for the premises in conjunction with the MBCC to ensure the protection of the asset for both parties.
- (9) To maintain the existing paved car park on the premises at the Council's own cost as a community service for both the community centre and the library.
- (10) To construct a fence along the western boundary and also the southern boundary adjacent to Cooper Street (unmade). Fencing style and materials will be negotiated with the MBCC.
- (11) Insure the building to its upgraded value for the duration of the lease.
- (12) To be responsible for major building maintenance.
- (13) That costs for the fit out of the library, toy library and archive repository will be the responsibility of the Council.

The MBCC agrees:

- (1) To use the premises for the agreed purposes.
- (2) To keep, maintain and be responsible for routine maintenance of the premises, including vandalism/broken windows and the like.

The Sponsor agrees to accept responsibility to:

- (1) Administer grant moneys in accordance with signed agreements and under direction of the Board
- (2) Maintain an overview of all other moneys in the MBCC bank accounts.

- (3) Distribute grant moneys as authorised.
- (4) Ensure all accounts are paid.
- (5) Provide an annual audited report to all participants.

#### Dispute Procedures

In the case of conflict, a separate sub committee shall be formed consisting of the MBCC Chair, one Board member, one representative from the Council and one participant.

In the event the issue remains unresolved, the Sponsor shall have the final say.

#### Duration

This Agreement shall remain in force until the lease referred to herein is executed, unless terminated earlier.

**EXECUTION**

Signed by the parties hereto as a Deed this 13 day of August 2007

*K. M. Forbes*

Kevin Forbes  
Shire President  
Shire of Plantagenet

*R. Stewart*

Rob Stewart  
Chief Executive Officer  
Shire of Plantagenet

*M. Wilson*

Mark Wilson  
Director  
Baptist Churches of WA

*T. Hicks*

Terry Hicks  
Administrator  
Baptist Churches of WA



PO Box 48 Mount Barker  
 Western Australia 6324  
 Phone: (08) 9892 1111  
 Fax: (08) 9892 1100  
 Email: info@plantagenet.wa.gov.au  
 Website: www.plantagenet.wa.gov.au

Our Ref: O17059  
 Your Ref:  
 Enquiries: Rob Stewart

11 May 2009

Anderson Dufty  
 Baptist Union of WA  
 Box 17  
 MOUNT BARKER WA 6324

Dear Anderson

**Subject: Community Centre as a place of worship**

I refer to your request seeking clarification that church services may be carried out within the Mount Barker Community Centre at Lot 53 and part Lot 149 Lowood Road and McDonald Avenue, Mount Barker.

I can advise that the above matter was considered at a meeting of the Council held on 28 April 2009 at which it was resolved:

*'That the Mount Barker Community Centre building at Lot 53 and part Lot 149 Lowood Road and McDonald Avenue, Mount Barker be approved as a place of public worship.'*

Should you have any further queries please do not hesitate to contact Peter Duncan on 98921142.

A handwritten signature in black ink, appearing to read "Rob Stewart".

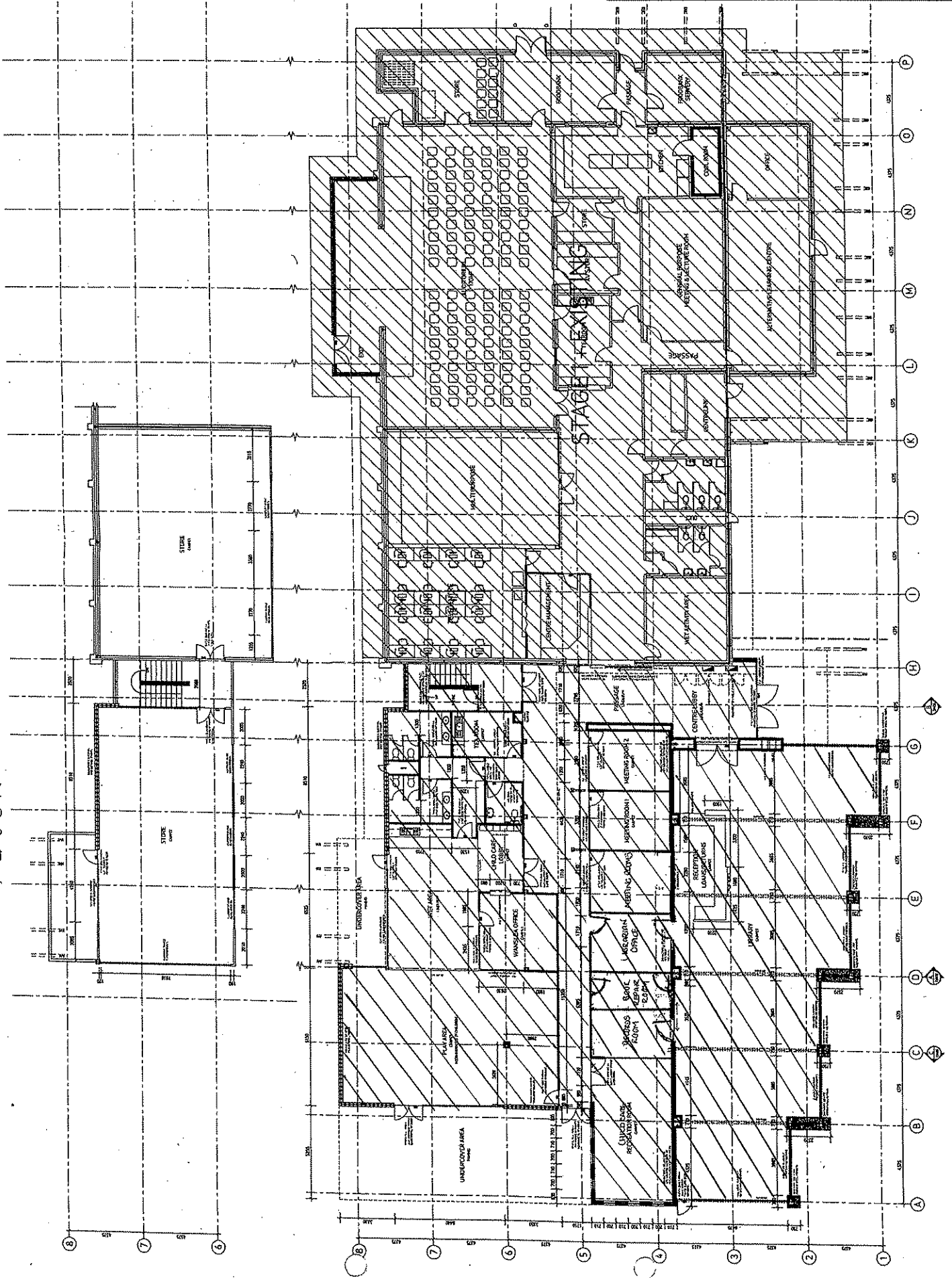
**Rob Stewart  
 CHIEF EXECUTIVE OFFICER**

**ANNEXURE "B"**  
**PLANS**





FLOOR PLAN



Not For Construction

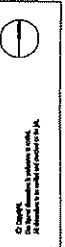
NO.	REVISION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	17 JULY 2009		
2	ISSUED FOR PERMIT	17 JULY 2009		
3	ISSUED FOR PERMIT	17 JULY 2009		
4	ISSUED FOR PERMIT	17 JULY 2009		
5	ISSUED FOR PERMIT	17 JULY 2009		
6	ISSUED FOR PERMIT	17 JULY 2009		
7	ISSUED FOR PERMIT	17 JULY 2009		
8	ISSUED FOR PERMIT	17 JULY 2009		
9	ISSUED FOR PERMIT	17 JULY 2009		
10	ISSUED FOR PERMIT	17 JULY 2009		

**HAMES SHARLEY**  
 ARCHITECTS  
 100/102 GARDNER STREET  
 MOUNT BARKER SA 5075  
 PH: 08 8353 1111  
 FAX: 08 8353 1112  
 www.hames-sharley.com.au

**MOUNT BARKER  
 COMMUNITY CENTRE  
 LOWWOOD ROAD**

STAGE 2  
 PLAN  
 GROUND & LEVEL 1

DATE	17 JULY 2009
SCALE	1:100 @ A1
PROJECT	MOUNT BARKER COMMUNITY CENTRE - STAGE 2
CLIENT	COUNCIL OF MOUNT BARKER
DESIGNER	HAMES SHARLEY ARCHITECTS
APPROVED	[Signature]
DATE	17 JULY 2009



**ANNEXURE "C"**  
**SCHEDULE OF WORKS**

**PLANTAGENET SHEDS & STEEL PTY LTD**

85 Lowood Road, Mt Barker 6324. Ph 98512236 Fax 98512902

Builders Registration No 10993

ABN 65 085 171 115

**Mt Barker Community Centre  
Lowood rd Mt Barker****WEEK****Commencing 9/11/09****Completed 21/11/09.**Site works, clear site, sand fill for building  
refere scope of work item 1 and 2**WEEK****Commencing 23/11/09****Commencing 4/12/09**Set out.  
Concrete footings  
Plumbing and electrical pre-lay  
Pour concrete footings and floors  
Refere scope of work items 3 and 4**WEEK****Commencing 11/1/2010****Completed 30/1/2010**

Steel fabrication delivery to site

**WEEK****Commencing 1/2/2010****Completed 30/2/2010**

Site erect structural steel including all purlins and girts

Bricks and associated materials to site

**WEEK****Commencing 1/3/2010****Completed 18/4/2010**Brickwork completed  
Steelwork completed to commence roof plumbing  
and steel cladding  
Steel cladding and accessories to site

# **PLANTAGENET SHEDS & STEEL PTY LTD**

85 Lowood Road, Mt Barker 6324. Ph 98512236 Fax 98512902

Builders Registration No 10993

ABN 65 085 171 115

---

## **WEEK**

**Commencing 1/5/2010**

Complete external steel cladding  
Glazing supply and fixed

**Completed 30/6/2010**

External cement render completed

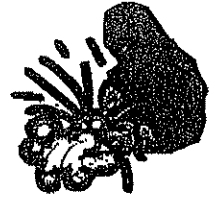
---

## **WEEK**

**Commencing 1/6/2010**

final clean up and handover

**Completed 18/ 6/2010**



## Plantagenet Sheds & Steel Pty Ltd

85 Lowood Road, Mount Barker, WA 6324. Ph.98512236 Fax 98512902

Builders Registration No 10993 ABN 65 085 171 115

CLIENTS: *Baptist Union of W.A.*  
Mt Barker Community Centre Board  
Plantagenet Shire Council

PROJECT: Proposed Community Centre – Lowood Road, Mount Barker

### SCOPE OF WORKS

Scope of work to be undertaken with the construction of Stage A of proposed facility.

- Item (1) Clear site of remaining debris, grass and top soil unsuitable for use in this construction. Excavate existing site to depth of 600 mm below underside of existing floor level and backfill with clean fill compacted to read 7 blows per 300 mm of standard penetrometer
- (2) Supply & erect temporary security fencing and required safety signage.
- (3) Excavation and placement of concrete footings as per engineer design and specification.
- (4) Supply and placement of all concrete floors as per drawing and specifications supplied by client. (Note plumbing pre lay by others)
- (5) Supply and erection of all structural steel required to complete Stage A including second floor bearers, floor joists and floor.
- (6) Supply and laying of all brickwork to ASA including scaffold hire and erection.
- (7) Construction of concrete feature plynths as per drawing supplied by client.
- (8) Supply and installation of all glazing, entrance doors including internal glazing i.e office walling etc as indicated on floor plan. Drawing No's DA.02 and DA.05.
- (9) Fabrication and installation of all internal steel frame walling as indicated on drawing supplied by client.
- (10) To complete external rendered sand float finish to wall indicated on plans supplied by client.
- (11) Supply and fix colourbond wall and façade cladding including all flashing, cappings and trim.

2

- (12) Supply and fix zincalume roof cladding, as per manufacturers specifications including, box gutter .6 colourbond, flashing and cappings.
- (13) Supply and install stormwater downpipes to exterior of building.  
(Note: stormwater pipes to be connected to town system by others.)
- (14) Supply and install 75mm building blanket insulation to underside of roof cladding. Supply and install 50mm building blanket insulation to underside external steel wall cladding.
- (15) Supply and fix 22mm particle board flooring to second floor store area.
  
- (16) All administration costs and documentation including building licence fees, construction insurance and engineer designs.
- (17) Final cleanup.

Please note following will not be included.

- (1) External or internal painting and decorating.
- (2) Internal fit out which includes -
  - a) Electrical services
  - b) Plumbing services
  - c) Communication services
  - d) Internal lining or render
  - e) Internal second fixings
  - f) Cabinet works
  - g) Tiling and floor coverings
  - h) Sound proofing (If required between level 1 and 2.
- (3) Window treatments.
- (4) Lighting and power fixtures.
- (5) Internal staircase.
- (6) Balcony as drawn. (deleted by client)
- (7) Shade sails to undercover area.
- (8) External paving or concrete i.e entrance, paths and undercover areas.
- (9) External plumbing services.
  
- \* The contractor shall use suitable new materials and proper and tradesman-like workmanship. The contractor shall also do all things necessary for the proper performance of the contractor's obligations under the contract.
- \* The superintendent may direct the contractor to vary the work or execute additional work in which case a variation statement shall be issued stating

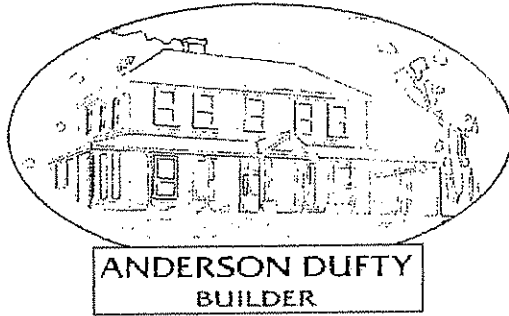
3

additional or reduced cost of variation agreement between the principal, superintendent and contractor be signed before works can commence.

### CONDITIONS OF WORK

- All works to be carried out without damage and with minimum of nuisance or annoyance to the occupants of the adjoining premises.
- Provide 48 hours notice to Shire of Plantagenet works office prior to carrying out works on this property.
- Temporary electrical power supply during construction and payment of charges to be paid by principal.
- Principal to provide temporary water supply during construction and pay costs and charges.
- Contractor will not begin works until given written possession of the site by the principal.
- Joining up to the existing building will be in conjunction with other contractors.
- Contractor will be responsible for activities on the site including providing access for authorized persons and restricting access by unauthorized persons. Taking necessary precautions to secure the assets of the principal
- Sub contractors shall be responsibility of the contractor and any consultation, direction or variation by them are to be directed to the contractor.





Phone (08)9851 1765  
Fax (08)9851 1762  
Mobile 0428 51 1765

PO Box 9 Mt Barker  
WA 6324  
5-Oct-09

## Schedule of Proposed Works Mt Barker Community Centre Development

### Week Commencing 21/06/10

Electrical Prewire  
Plumbing Tube Out  
Air Con Ducting  
2 weeks

Completed 02/07/10

### Week Commencing 05/07/10

Internal Glazing not in previous contract.  
1 week

Completed 09/07/10

### Week Commencing 12/07/10

Ceilings and plasterboard  
7 weeks

Completed 27/08/10

### Week Commencing 30/08/10

Fixout including stairs  
2 weeks

Completed 10/09/10

### Week Commencing 13/09/10

Tiling & Cabinets  
2 weeks

Completed 24/09/10

**Week Commencing 27/09/10**

Painting

6 weeks

**Completed 05/11/10**

**Week commencing 08/11/10**

Electrical fit off

Plumbing fixtures

Partitioning

Air Con fit off

2weeks

**Completed 19/11/10**

**Week Commencing 22/11/10**

Carpets

Paving

2 weeks

**Completed 03/12/10**

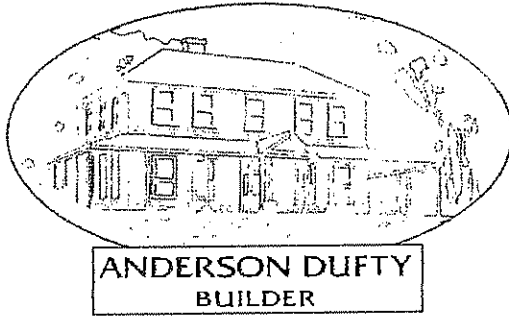
**Notes to proposed Schedule of works.**

It is preferable for all concerned if the Library could be prioritised and completed ahead of the rest of the project. This would allow the transfer of the library service out of the existing premises and leave that area available for renovation. However safety issues for library patrons will be the overriding consideration and the programming of works will ultimately be determined by such issues.

Renovation works within the existing building will, by necessity, be determined accordingly.

Alternative access will be maintained to the existing library service and any renovation work within the existing building will be done such as to minimise noise or nuisance to the existing tenants.

Where possible renovation works will be scheduled within timeframes specified for the new construction to make most efficient use of subcontractors.



Phone (08)9851 1765  
Fax (08)9851 1762  
Mobile 0428 51 1765

PO Box 9 Mt Barker  
WA 6324  
5-Oct-09

## **Scope of Works: Internal Finish & Renovation Mt Barker Community Centre Development**

The works to be undertaken following completion of construction to Lock-up of the New Library and Childcare facility by Plantagenet Sheds & Steel.

The works summarized following are:

To undertake internal completion of new works, Library & Childcare.

This shall include:

- Electrical services
- Plumbing services
- Communication services
- Air conditioning services
- Insulation requirements not in Lock-up contract
- All internal linings
- Internal fixings
- Cabinet works
- Tiling to wet areas
- Floor coverings
- Paving and pathways
- Painting

To renovation works, including:

- Modification of the existing building to facilitate the installation of the Mt Barker Telecentre
- Establishment of a Centre Management Area
- The provision of a multipurpose auditorium
- The provision of a multipurpose meeting room
- Modification of existing wet areas
- The provision of a food bank facility
- The provision of a kitchen for catering within the facility
- The provision of a purpose built Centrelink office
- Construction of a facility for Alternate Education
- Rendering, painting or otherwise finishing of existing brickwork in a light contrasting tone in keeping with architects directive and all internal painting as required.

**EXECUTED AS A DEED**

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

\_\_\_\_\_  
Signature of Shire President

\_\_\_\_\_  
Name of Shire President

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

**THE COMMON SEAL of  
THE BAPTIST CHURCHES OF WESTERN  
AUSTRALIA INC**  
**ABN (ABN 59 739 180 494)**  
thereunto affixed in accordance with its  
Constitution in the presence of:

\_\_\_\_\_  
Signature of Officer Bearer

\_\_\_\_\_  
Name of Officer Bearer

\_\_\_\_\_  
Signature of Officer Bearer

\_\_\_\_\_  
Name of Officer Bearer

## Council

Long Term Financial Plan – 2009/2010 to 2019/2020

Long Term Financial Plan (Stage 1) – 2009/2010 to  
2019/2020

Meeting Date: 13 October 2009

Number of Pages: 32



# LONG TERM FINANCIAL PLAN

(STAGE 1)

2009/2010 to 2019/2020

# Index

Introduction..... 1

Process..... 2

Key Goals ..... 4

Other Findings ..... 11

Assumptions ..... 15

Attachment 1 – Road Depreciation Model

Attachment 2 – Annual Rate Setting Statements

Attachment 3 – Budget Operating Vs Capital Expenditure

## Introduction

The Council is pleased to present Stage 1 of its 2009/2010 – 2019/2020 Long Term Financial Plan (LTFP). The Council has for some years been aware of the need to prepare a LTFP. In June 2009, the Council established a Working Group to develop and make a recommendation to the Council by 22 September 2009.

To date, the working group has developed Stage 1 of a LTFP which sets a broad financial framework for the coming ten financial years. Given the impending 2009 Council elections and structural reform proposals for local government in Western Australia, it is intended that the future Council will continue to work towards the finalisation of Stage 2, being the clarification of some outstanding issues and addition of detail.

The overall objective of the Council's financial plan is to maintain current service levels, achieve a capital works program that meets adequate asset renewal requirements, undertake an optimal plant replacement program and achieve a balanced budget. The LTFP is also intended to be a blueprint for the financial sustainability of our Shire and it ensures that our aspirations for the community are responsibly matched with our capacity to deliver these outcomes.

As with all long term plans, it needs to be acknowledged that things change over time and that such plans are useful as a guidance tool which can identify financial issues in advance and enable a strategy or plan to be developed to deal with them. It is therefore intended that this plan remain a high level document and be supplemented by five year capital works programs, to be updated on an annual basis.

Nevertheless, the Plan provides direction for future service planning and will assist in identifying and managing risks and opportunities in regard to the long-term financial stability, and capacity of the Council. This Plan will also be important to the development of future budgets and should provide guidance to staff and the public in relation to project priorities.

This LTFP has been prepared using a number of assumptions which are outlined below. Any significant adverse change in these key assumptions could result in the non-achievement of some or all of the financial objectives.



## Process

The Working Group has considered many different factors and undertaken a number of analyses in developing the recommendations in this Plan. A summary of the process undertaken is as follows:

- The Working Group gave consideration to a new budget preparation policy. This policy includes matters such as fees and charges, works program, rating levels, rationalisation of reserve funds and level of reserve funds. This will be a matter for further consideration in Stage 2 of the Plan.
- The Working Group considered several key questions:
  - Are we sustainable?
  - What future rate increases are required to be sustainable?
  - What will be our position in five years time?
  - How are we managing assets?
  - How do we maximise revenue and minimise expenditure?
- The Working Group compared the proportional allocation of operating funds to each sub-program against a previous five year average.
- Other questions were considered such as:
  - What is the total pool of Council road funds?
  - How do we prioritise our roads?
  - How do we propose to get next year's budget back on track ie: return to a balanced or surplus budget.
- An analysis of previous trends relating to road construction and maintenance costs was undertaken and from that, ideal construction and maintenance levels were developed. The Working Group reviewed the Council's current position with regard to the long term sustainability ratios.
- Discussions were held with group members and staff in relation to community expectation for future major projects with a view to the preparation of future five year capital works programs, including roadworks, footpath and drainage programs.
- An update of the Shire of Plantagenet's sustainability report previously conducted by Access Economics was reviewed.
- A ten year budget extract was prepared using the 2009/2010 budget as year zero. The budget extract incorporated the following elements:
  - Income Statement;
  - Rate Setting Statement;

- Capital Works (Includes known capital works such as passenger vehicle replacement, computer hardware and gym equipment replacement, roadworks program and heavy plant replacement program. No other detailed capital works were included here however, there is a discretionary capital works element shown in most years of the Rate Setting Statement.); Management Reports (All details included);
  - Plant Replacement Program (The current adopted plant replacement program was expanded to ten years and the plant purchases have been extended so that the annual net purchase cost is more in line with the annual depreciation amount);
  - Operating Expenditure Graph;
  - Operating KPI Graphs;
  - Statutory Ratio graphs and data;
  - Sustainability Ratio graphs and data.
- Following the analysis of all of this information, it became apparent that several factors needed to be considered and/or determined before a definitive LTFP could be developed. The Working Group went back to basics and asked itself some questions such as: ‘Why do we need a LTFP?’

Aside from the financial importance of having a LTFP, the Group considered that it is an opportunity to identify our essential services, with the key question behind it being: ‘What do we want for our community?’

- We want it to thrive, we want it to grow, we want to attract families and we want our community to be happy. How do we achieve this in an economically viable and sustainable way?
  - Where do we want the Council / Community to be in ten years time?
- The Working Group considered that it would be prudent to focus on a small number of key long term goals to be more effective and aid in a greater understanding of the Plan. The detail relating to these goals is covered in the next section. Following this, annual rate setting statements for each of the ten years were developed with a view to achieving these goals.
  - Using the five goals as the direction for a long term financial plan, the Working Group worked towards creating several budget scenarios which show how these goals can be achieved and what options we need to utilise for the best outcome. The group considered a scenario which indicated where the Council would be in ten years using the ‘no change’ approach apart from an annual rate increase of 5% and CPI adjustments to expenditure.

## Key Goals

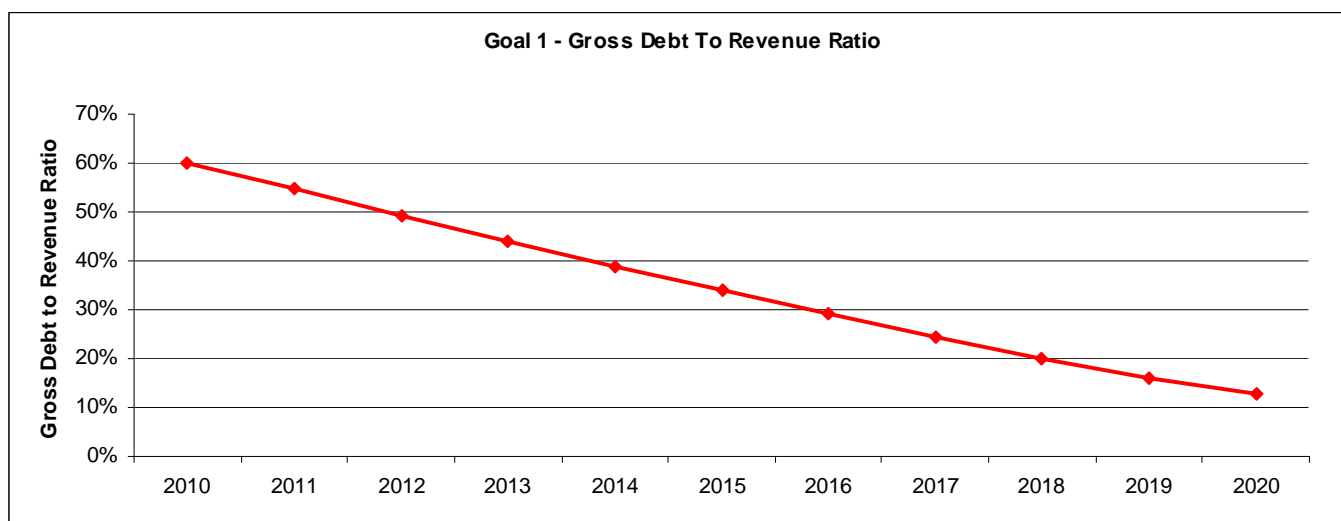
The broad goals recommended within this Plan are.

### Goal 1 – Reduce Gross Debt To Revenue Ratio to 40%.

Whilst it is intended for the Council policy of a maximum ratio of 60% to remain, this goal will allow the Council 'room to move' if an unforeseen opportunity arises and enable it to take advantage of borrowings. This goal will be achieved in the year 2014. This means that the Council is comfortably within its maximum ratio of 60% and after 2014, the Council may consider borrowings for major projects.

This is considered to be one of the key elements of this plan. The Council is currently in the position where it is at the upper limit of its debt service obligations. By the year 2014, the Council will have the flexibility to consider further borrowings, which may be applied to any manner of projects, at the discretion of the Council at that point in time. For example, there is no reason why the Council could not borrow money to carry out road construction works, subject to the ability to carry out the works.

This graph shows that we achieve our goal of a 40% gross debt to revenue ratio in the year 2014. At that point in time, the Council could borrow \$2 million which would bring the Shire into its recommended maximum level of 60% gross debt to revenue ratio.



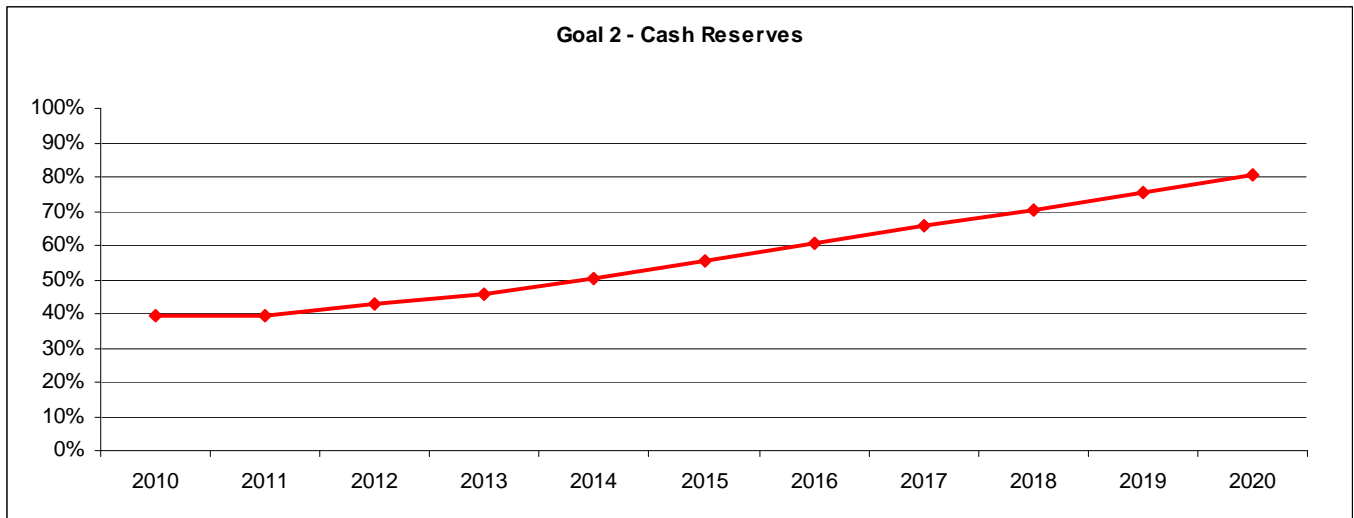
**Goal 2 – Increase cash reserves to \$1million in 10 years**

As at 30 June 2009, the Council has cash reserves of \$431,000. It is suggested that it would be prudent to gradually increase the net amount in reserve funds to \$1 million over the next ten years. This requires the addition of approximately \$57,000 per annum for ten years to achieve this.

The achievement of this goal would be subject to the use of any future reserve funds being carefully articulated to ensure that funds were being adequately utilised. This would allow the Council to draw on funds for future developments which would result in the Council having to rely less on borrowings.

As stated above, whilst loans are a legitimate form of funding for certain assets, reserve funds are also a good way of saving for known future expenditures. Goal 2 is largely achieved within ten years. Nevertheless, the Council is aware that it should be ‘putting away’ approximately 2% of the capital cost of buildings per year for their eventual replacement. In addition there are a number of other reserves that the Council traditionally uses. A draft report has been prepared which will be a matter for further consideration in Stage 2 of this investigation.

This graph shows that by the year 2020, the Council will have achieved 80% of its goal of \$1 million in reserves. This is achieved by putting away \$35,000 in 2012, \$25,000 in 2013 and \$50,000 each year thereafter. We have made no assumptions on which reserve accounts this money would be put into.



### Goal 3 – Break even on waste management costs

With waste being an increasing burden on the Council, it is important that current ratepayers and residents cover the cost so that future users are not playing ‘catch up’. This will also ensure that our landfill facilities are kept to the standards required by the Council and State Government authorities such as the Department of Environment and Conservation. The LTFP has been established to achieve this goal by 2013 by gradually increasing the Waste Management Levy.

The group discussed other options that are already in use by other Councils such as user pays, weighing of rubbish etc. The Council has already considered recycling but is unable to implement it at this stage. It is recommended that further consideration be given to setting money aside for the implementation of recycling, as suggested in the original report on the waste and recycling tender.

Further, any major changes often require a large initial outlay which needs to be factored in. Another area to consider is whether the Council can reduce expenditure in the area of waste management by better managing or reducing its facilities.

This graph shows that by the year 2013, the Council achieves its goal of covering the cost of waste management. This graph uses data based on no significant changes.



#### **Goal 4 – Reduce infrastructure maintenance gap to zero**

Accounting standards have made Local Government acutely aware of depreciation and its impact on their statement of accounts. But depreciation is only the first broad estimate of future rehabilitation demand. The problem is that most Councils make no allowance for the condition of the assets and when they will become due for rehabilitation. The Western Australian Asset Management Improvement Program (WAAMI) has been promoted by WALGA to assist all Councils to understand their Asset Funding Gap or \$ Liability as asset owners.

Any form of financial modelling should have regard to the asset condition and its expected performance with time and provide predictions as to when rehabilitation expenditure will become due. Therefore the WAAMI program '1st cut renewal gap establishment' is the next step to understanding future financial demand.

The Council has adopted an Asset Management Policy which includes the key principles that will be used to make informed decisions in relation to assets. The Policy provides for the creation of an internal Asset Management Working Group, which will assist business improvement in the organisation by making recommendations on:

- increasing the utilisation of existing assets;
- rationalisation of assets, including the closure/disposal of underperforming facilities; and
- implementing continuous improvement plans.

The process involved in formulating this LTFP has somewhat pre-empted the work of the Asset Management Working Group, so the procedure adopted for this purpose was to set aside 2% of an asset's construction cost (or estimated current replacement value) per annum to ensure that asset renewal is largely financially covered in the future.

Using the new administration building as an example, if the cost of constructing the building was \$2.7 million, the Council should be putting away a minimum of \$54,000 per annum to ensure that the Council is prepared for when large maintenance issues arise eg: re-roof, repaint. This \$54,000 would be reduced whenever capital expenditure was made during a year eg: we spend \$10,000 on capital renewal or upgrade, we put away \$44,000.

A recent valuation conducted for insurance purposes by the Council in January 2008, has the replacement value of our building infrastructure at over \$67 million. As discussed under Goal 2, the funding/saving of specific building maintenance expenditure should be linked to a Building Renewal Reserve Fund.

Goal 4 is still a work in progress but to make it easier to understand, roads and buildings have been separated, as has construction and maintenance expenditure. The figures used for roads have been derived from the information provided by consultant Mr Brett Howson in relation to the amount of expenditure required per year to maintain the road network to an acceptable level, which have been extrapolated by annual CPI increases. (See Attachment 1)

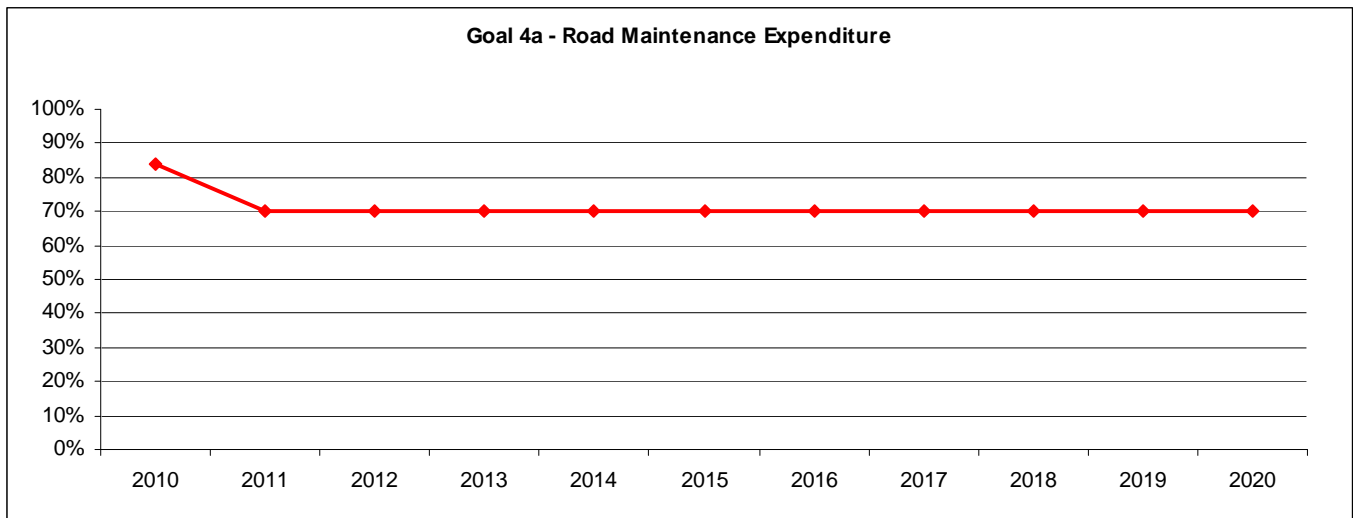
In regard to the figures used for buildings, working guidelines have been established as follows:

- The replacement values are an estimate provided by our building surveyor if a building needed to be replaced today;

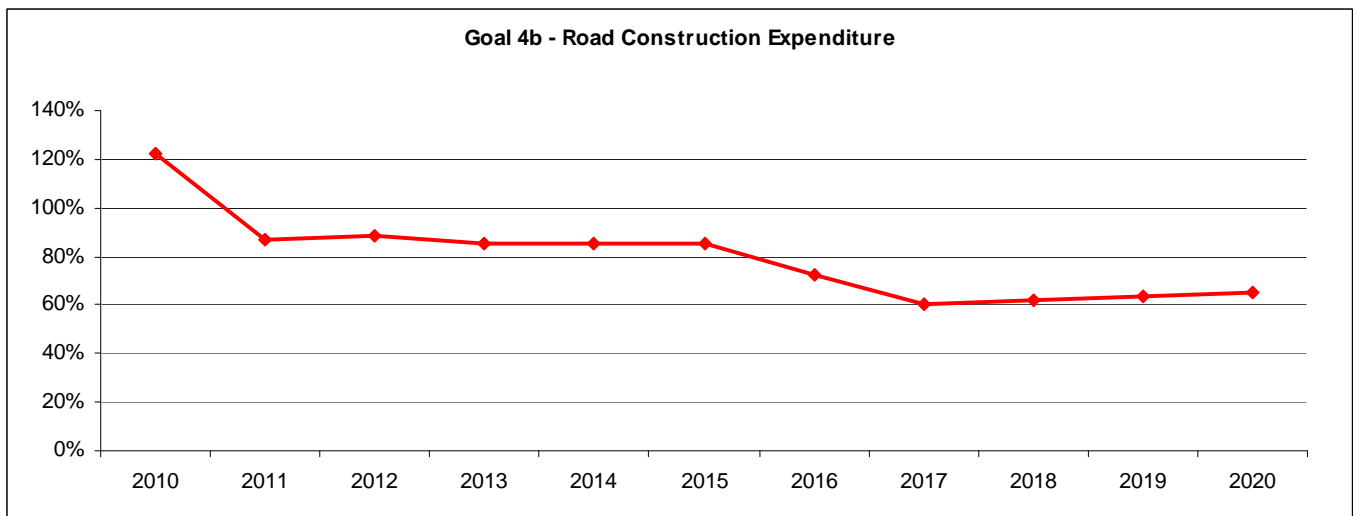
- Buildings likely not be replaced if they were to ‘fall down’ today were excluded;
- 2% of renewal expenditure was assumed to be either being spent or put away to maintain / replace buildings;
- The estimate included in the swimming pool includes the bowl replacement.

This analysis shows that some goals are achieved and some are not.

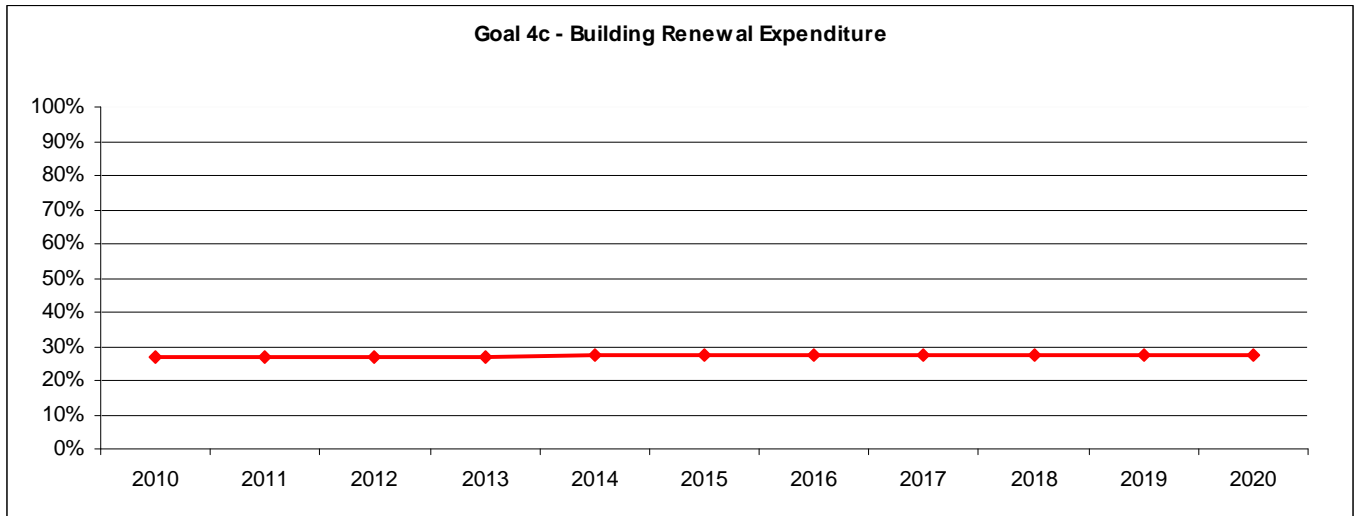
This graph shows that the Council is currently spending just 80% of our minimum road maintenance requirements and this reduces to 70% from then on. The Council could adopt a policy to spend 70% of its optimum road expenditure which would mean it would be within this guideline or it can choose to increase expenditure to its optimum level. This decision would need to be handled by either an increase in revenue or decrease in expenditure elsewhere. This graph does not take into account if any new roads were constructed that require maintenance nor does it consider the option of letting roads go.



This graph shows that the Council is currently above its optimum construction expenditure, however this drops quite a bit to remain consistent until 2015 where it drops again. There is a slight rise from 2017 but it shows we are still only spending about 60% of our optimum construction expenditure requirements.



This graph shows that the Council is currently spending about a quarter of its optimum building maintenance expenditure. This information does not take into consideration the rationalisation of any of our buildings although some non-key buildings have been excluded. Again the Council may need to reconsider its goals but the graph does show that affirmative action needs to be taken to ensure that the community has well maintained facilities long into the future.

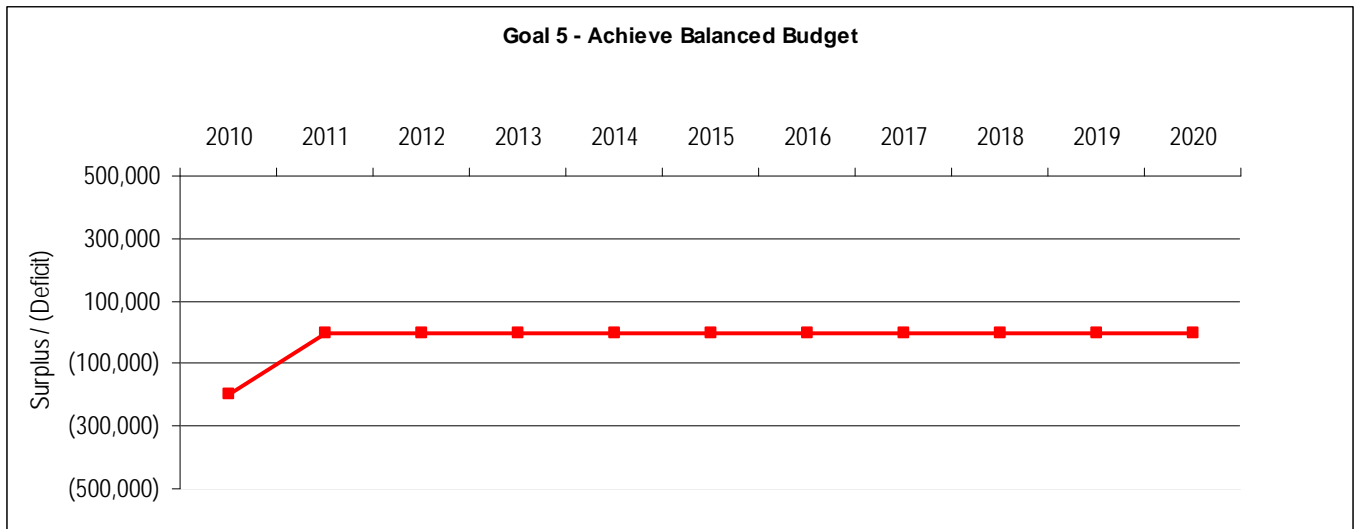




**Goal 5 – Achieve a balanced budget**

The budgets for the 2008/2009 and 2009/2010 financial years have been deficit budgets of \$100,000 and \$200,000 respectively. This has been done to ensure necessary works are undertaken and to shelter the ratepayer from higher rate increases. Nevertheless, this is not ideal as it can result in cash flow problems particularly if capital works projects are largely completed. The Working Group has recommended that the Council’s future budgets be balanced. This goal is achieved in the 2010/2011 financial year.

This graph shows that if we make no major changes or initiate any major projects, we will achieve a balanced budget in 2011 and maintain this goal.



## Other Findings

In addition to the setting of the five key goals outlined above, the Working Group made certain findings and came to a number of conclusions throughout the process. These are detailed below:

- The Working Group concluded that it would be very difficult to prepare a long term plan complete with specific capital projects. Whilst some specific projects could be included, the plan would need to provide an indication of discretionary capital works amounts for each year, but be flexible enough to allow projects to be included or deleted based on a variety of factors. It was concluded that the LTFP should determine all operating income and expenditure, all known capital income and expenditure with any funds remaining being 'discretionary'. This funding is essentially a pool of unallocated capital for projects.
- It was considered that the average percentage allocation of operating funds to each sub-program should be monitored during budget deliberations, which should enable the Council to satisfy itself that particular sub-programs are not being over or under allocated without appropriate justification.
- It was noted that in relation to the proposed policy on rating levels, the recommended levels of:
  - Unimproved Value (UV) 70% of rates raised; and
  - Gross Rental Value (GRV) 30% of rates raised;need to be considered 'flexible' ie: In the future, as subdivision increases and land usage changes this ratio may need to be changed.
- The Roman system and Road Hierarchy needs to be reviewed as it may be setting up impossible goals eg: Quangellup Road, currently eight metres, is set as a ten metre road which is not required and is never going to happen. The Council also needs to improve the maintenance work currently being done on the roads. If we lift the standards we will save money in the long term.
- The Council also needs to review the Draft Five Year Roadworks Program and reconsider amounts likely to be received. For example, Regional Road Group Funding is likely to be no more than \$600,000 per annum and it is unlikely that TIRES funding will extend beyond a further five years.
- Once the LTFP has been completed and adopted, the Working Group recommends that a new group or committee meet on a regular basis to assess progress and to take into consideration any unplanned major changes in income / expenditure such as the possibility of losing financial assistance grants; the possibility of TIRES funding being cancelled; the impact of the Saleyards being sold or loans being paid off etc.
- The continued provision of adequate and appropriate funding in the roadworks area was considered to be one of the main aims of a Long Term Financial Plan and for the future sustainability of the district.

- The analysis of Sustainability Ratios showed that the Underlying Result Ratio is marginally below the recommended level, which indicates a relatively high reliance on capital grants for future asset renewal. The Indebtedness Ratio is also below the recommended level which indicates that the Shire is using high levels of debt relevant to its discretionary revenue. The Current Ratio, Self Financing Ratio, Cash Reserves Ratio, Renewal Investment Ratio and Asset Investment Ratio are currently within acceptable limits.
- The Working Group particularly noted the work undertaken on the Recreation Precinct Plans and considered that the Frost and Sounness Parks Precinct Plan be a priority project for future funding. This project could be progressed using a combination of future Royalties for Regions Funding and CSRFF grants, as the CSRFF rules have recently changed whereby Sports and Recreation projects can attract up to 50% funding. The emphasis is on co-location and the Frost and Sounness Parks – Precinct Plan would seem to fit the criteria well.
- In developing the detail behind the achievement of the five goals, the Working Group considered the following options, which could be used in combination with each other to varying extents. These options can be used to refine the analysis in Stage 2.

- Option One - The most obvious option to assist in improving our financial sustainability is to increase rates. According to Access Economics:

*'We regard councils with rating efforts below the minimum evident among councils displaying the top 25% rating effort as possessing a potential source of additional financial capacity. It is apparent that the Shire falls outside this top-effort group of councils. Accordingly, the Shire possesses a potential source of additional financial capacity in this area.'*

Raising rates is not popular but is still the only guaranteed source of revenue for a council over which they have some control. At the least, it was concluded that the rates be increased above CPI as the Rates Setting Statement shows that this will lead the Council to increased financial capacity.

Option Two - Rationalise the Shire's asset base. As well as being an option, this would also go some way to achieving some of the key goals, as the sale of under utilised / unnecessary assets can be a way of generating funds. Further, by reducing such assets, the Council can minimise maintenance costs. Another consideration could be the determination of whether a sealed road is required to be resealed or allowed to return to pavement ie: if traffic counts show a sealed road is used minimally, it would be in the Council's financial interests to let it return to unsealed.

The Working Group considered that one of the keys to future sustainability is to avoid duplication of assets eg: developing an additional recreation centre in another area when one already exists in Mount Barker.

- Option Three - Increase grants. This may be able to be dealt with in-house or may require the employment of a Grants Officer. Although this would be an additional expense, any person employed in the role would be required to meet strict KPI's that would ensure a financial gain / benefit to the Council. The LTFP shows that the Council needs to continue lobbying hard for grants and road grants in particular.
- Option Four – Some of the key questions that were debated were: 'To what extent should the Council be borrowing money?' 'Should we be borrowing money to fund roadworks?' Some suggestions have been made in the ratio graphs which indicate a band within which borrowing can be optimised. The current LTFP projections show decreasing borrowing levels. Having a minimum level will trigger the ability to borrow again and take advantage of opportunities as the Council has done in the past, which also has benefits for intergenerational equity.
- Option Five - As the Council has done this year, there may be opportunities for savings if the Council is happy to reduce particular services or service levels. With regard to road maintenance, it is considered that considerable savings can come about by improving techniques. This may require an investment phase in order to achieve longer term gains.
- Consideration should be given to which assets can be part of a rationalisation process. This would form part of the Stage 2 deliberations.
- It was concluded that the Plan must be flexible enough to ensure that future Councils are not 'locked in' to detailed construction and capital works programs. The Plan is considered to be a framework for the future which will allow future Councils flexibility in ever changing circumstances. Other conclusions were:
  - The plan is a forward financial plan – detail can be added in later eg: rolling five year roadworks, footpath, drainage plans etc. The LTFP should also be updated on an annual basis in line with these rolling construction plans.
  - If certain groups / areas are requesting additional services and community consultation supports their request, alternative financial options may need to be considered eg: differential rating on the area that will benefit.
  - The need to source grants to maintain / improve our capital expenditure will become increasingly important.
  - The need to ensure that any capital expenditure is able to maintained to an appropriate standard.
  - The allocation of / reason for reserve funds should be considered by the new Council.

- There was some debate as to whether the Council should put money away into reserves when it still has outstanding loans, noting that the money in reserve earns less interest than the interest paid on loans. It was noted that the idea of a reserve is to ensure that the Council has adequate funds for a future need (eg: replace administration centre roof) and that it can reduce or possibly eliminate the need for a new loan. The view was expressed that, whilst loans are a legitimate form of funding for certain assets, reserve funds are also a good way of saving for known future expenditures.

## Assumptions

In preparing the LTFP, it was necessary to make a number of assumptions that have the capacity to impact upon the accuracy of the financial results forecast in this plan.

While budget preparation for the next financial year can be forecast with some accuracy, forecasting for up to five or ten years in advance will inevitably result in some inaccuracies. Internal and external influences affect the Shire's operations. External influences are often subject to political trends and economic influences at a national level, causing unavoidable changes in forecast results. There is an inherent risk that circumstances may change in the future which may materially affect the projected financial estimates.

To facilitate the development of reasoned forecasts of the future financial position it is necessary to consider the variables that affect operations. The financial planning model is structured so that it is capable of accepting a number of variables so as to more accurately develop forecasts. The variables applied in the development of the forecasts are:

- Consumer Price Index (CPI)
- Interest Rate for Loans
- Interest Rate for Investment Earnings

The other major assumptions made in the preparation of the LTFP are:

**Works Progress** – The LTFP assumes that in each year, the budgeted capital works are completed and that there are no carry forward works and a nil budget surplus/deficit. Whilst this is an unrealistic assumption, it is pragmatic from a long term perspective.

**Government Grants** - The assumption is that the Road Grants received in future years will rise by CPI each year.

**Road Funding Grants** – These grants are identified but final figures are not confirmed beyond the 2009/2010 financial year. Significant changes are occurring in grant funding at State and Federal levels. This item highlights funding needed to continue the maintenance and construction of the road network.

**Legislation & Regulation** - Typically for the local government sector, changes in community expectations and legislative changes can affect costs associated with services, service levels and governance activities. It is not anticipated that any future significant regulatory changes will occur in the next ten years, however, if there is legislative change which requires additional cost or compliance on environmental matters, carbon trading or global warming initiatives, this could have a significant impact on the LTFP. These potential costs have not been factored into the LTFP, but may need to be considered in future LTFP deliberations.

**Development** - It is anticipated that there will be an increasing demand for subdivisions and tourism within Plantagenet and in and around Mount Barker in particular. It is likely that Kendenup's population will continue to rise and there will be some increases to the rural residential populations of Porongurup and possibly Narrikup. The population of the Shire is expected to increase marginally, probably in the order of 1% per year.

Asset Renewal Gap - The financial modeling undertaken in developing the roads and buildings Asset Management Plans is in its early stages. There is a risk that the data may contain some deficiencies or infrastructure may deteriorate at a faster rate than anticipated in this Plan.

Great Southern Regional Cattle Saleyards – The assumption is that the saleyards will continue as is. The Council has been lobbying the State Government to buy the saleyards or alternatively, substantially pay off its debts. If either of these options take place, it will be a good financial boost for the Shire and the LTFP can be amended accordingly.

Structural Reform - At this stage it is assumed that the boundaries of the Shire of Plantagenet will remain as they are.

A number of economic factors have been considered in formulating this long term financial plan. Economically, we are in a period of great uncertainty. The state has come out of an extended period of prosperity, riding on the back of a mining boom. However, 2007/2008 saw the start of a global financial crisis due to the collapse of the sub-prime mortgage market in the USA.

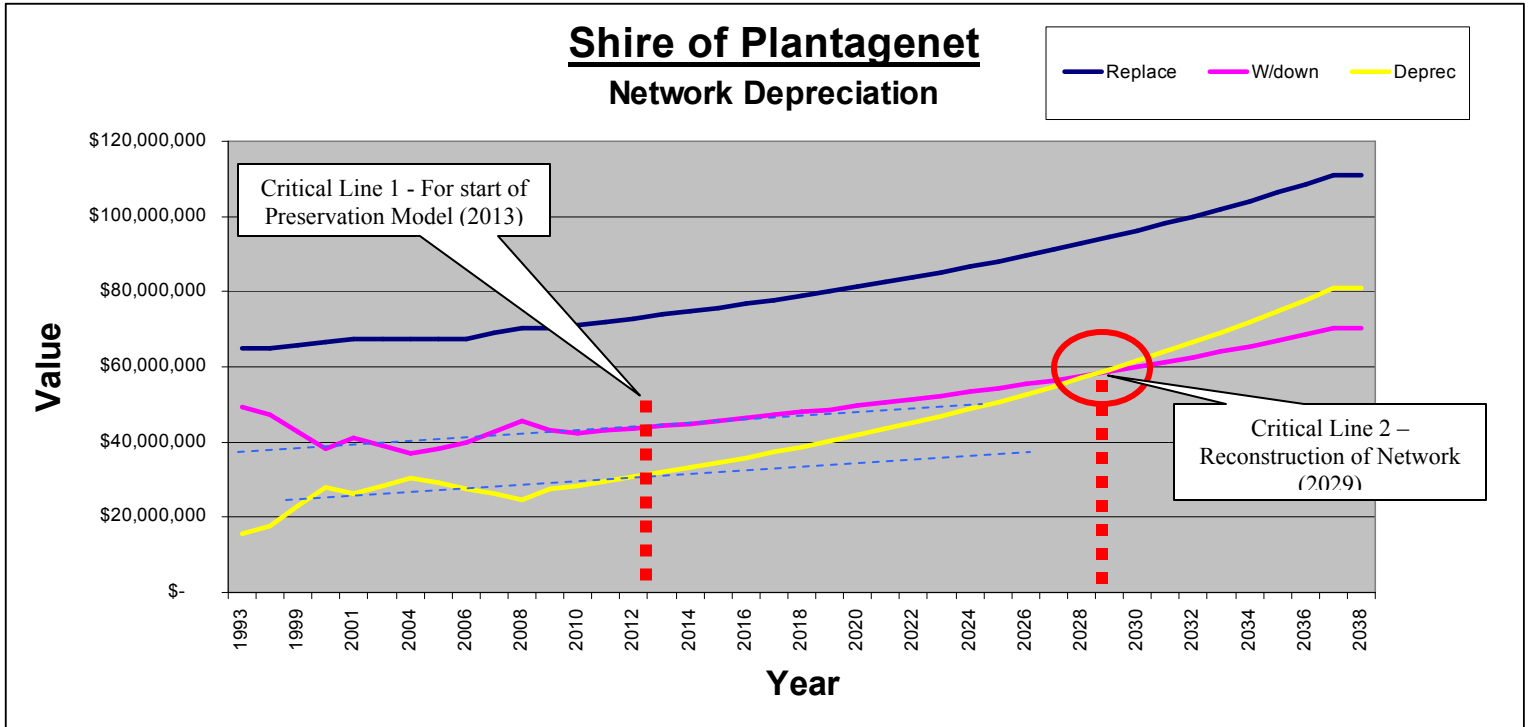
In response to the crisis, the Rudd Government announced a \$42 billion Nation Building and Jobs Plan to cushion Australia from the worst impacts of the global recession by supporting jobs and investing in future long-term economic growth. The Shire of Plantagenet received \$100,000 in 2008/2009 as part of the Regional and Local Community Infrastructure Program and this has been allocated towards Stage 1 of the Shire's new Mount Barker Cemetery development.

The forecast used in the LTFP predicts a similar economic climate in the next two years and thereafter a gradual improvement in the economic situation and corresponding movements in CPI. The cost of petroleum products is likely to continue to rise for some time in the future and will be a larger cost burden on the Shire. Staffing costs will continue to rise by at least 4% every year and even more in years of high CPI due to the combination of annual increases and movements between bands.

The mining boom has brought about the Royalties For Regions Country Local Government Fund, which provides for at least four years of significant grant payments to the Shire. In 2008/2009 the Shire received over \$1 million. This is expected to continue although the grant levels will probably be smaller in line with reductions in royalties due to a slowdown in the mining industry.

In 2009/2010 the Council is guaranteed a payment of \$686,885 from Royalties for Regions as well as access to the remaining 35% of allocated grant funds, depending on agreement with other VROC member councils. The Council may receive more than its 2008/2009 allocation. In 2010/2011 and 2011/2013 the conditions will be the same as 2009/2010 but the guaranteed payment will be \$535,770 with the remainder having to be accessed through Regional Council groupings.

The recent financial collapse and winding up of Australia's Great Southern and Timbercorp Managed Investment Schemes may have a dramatic affect on the Shire's ability to collect rates in the next few years. Most of the Shire's timber plantations are owned by either Timbercorp or Great Southern. On last year's rate assessments, somewhere around \$300,000 for the two companies is at risk, certainly in the short term. Nevertheless, at this stage those rates are a charge on the land and should be collectable at some point in the future.



Note: The figures used are the actual ROMAN values from 1998 to 2009, then an average of these figures plus 4% CPI annually to predict from 2009 to 2079.

### Conclusion of graph

This graph represents that by year 2029 the Shire of Plantagenet's road network would be depreciated greater than the written down value. Then by 2074 the network depreciation will be greater than the replacement value.

A general conclusion from this graph is that if the Shire continues a similar level of annual work, then the shire's network will be in a condition where it can not control depreciation and full reconstruction will be required.

The Shire should be addressing the network depreciation no later than 2013.



**Attachment 2****Rate Setting Statement - 30 June 2010 - Year 0****Revenues**

General Purpose Funding (Excluding rates)	\$	2,192,518
Governance & Administration	\$	60,706
Law, Order and Public Safety	\$	404,484
Health	\$	220,300
Education & Welfare	\$	-
Community Amenities	\$	601,670
Recreation and Culture	\$	347,487
Transport	\$	2,216,616
Economic Services	\$	905,193
Other Property & Services	\$	630,725
	\$	<b>7,579,698</b>

**Expenses**

General Purpose Funding	\$	(257,744)
Governance & Administration	\$	(737,021)
Law, Order and Public Safety	\$	(419,633)
Health	\$	(203,962)
Education & Welfare	\$	(55,250)
Community Amenities	\$	(944,129)
Recreation and Culture	\$	(1,215,270)
Transport	\$	(3,207,807)
Economic Services	\$	(1,313,452)
Other Property Services	\$	(547,576)
	\$	<b>(8,901,845)</b>

**Adjustments for Cash Budget Requirements:****Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	2,488,917
Amortisation on Assets	\$	63,708
(Profit)/Loss on Asset Disposals	\$	(9,601)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	(1,695,146)
Purchase Infrastructure	\$	(3,418,015)
Purchase Plant & Machinery	\$	(1,003,761)
Purchase Furniture & Equipment	\$	(57,173)
Unidentified Capital Expenditure - Royalties for Regions	\$	(1,030,000)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	210,500
Principal Loan Repayments	\$	(263,193)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	15,645
Transfer to Reserves - General	\$	(225,000)
Transfer from Reserves	\$	261,000

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	1,697,965
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	(200,000)

<b>Amount Required to be Raised from Rates</b>	\$	<b>(4,086,300)</b>
--	----	--------------------

**Attachment 2**

**Rate Setting Statement - 30 June 2011 - Year 1**

**Revenues**

General Purpose Funding (Excluding rates)	\$	2,519,077
Governance & Administration	\$	59,963
Law, Order and Public Safety	\$	124,458
Health	\$	70,140
Education & Welfare	\$	-
Community Amenities	\$	622,449
Recreation and Culture	\$	169,846
Transport	\$	1,338,085
Economic Services	\$	871,554
Other Property & Services	\$	641,473
	\$	<b>6,417,044</b>

**Expenses**

General Purpose Funding	\$	(267,229)
Governance & Administration	\$	(710,099)
Law, Order and Public Safety	\$	(430,156)
Health	\$	(211,761)
Education & Welfare	\$	(51,506)
Community Amenities	\$	(944,961)
Recreation and Culture	\$	(1,252,747)
Transport	\$	(3,025,048)
Economic Services	\$	(1,334,758)
Other Property Services	\$	(561,266)
	\$	<b>(8,789,531)</b>

**Adjustments for Cash Budget Requirements:**

**Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	2,551,140
Amortisation on Assets	\$	65,301
(Profit)/Loss on Asset Disposals	\$	(4,708)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,434,056)
Purchase Plant & Machinery	\$	(803,825)
Purchase Furniture & Equipment	\$	(21,000)
Unidentified Capital Expenditure - Royalties for Regions	\$	(1,000,000)
Unidentified Capital Expenditure - Other	\$	(1,356)
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(278,926)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	16,787
Transfer to Reserves - General	\$	-
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	(200,000)
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(4,483,130)</b>
--	----	--------------------

**Attachment 2**

**Rate Setting Statement - 30 June 2012 - Year 2**

**Revenues**

General Purpose Funding (Excluding rates)	\$	2,563,600
Governance & Administration	\$	61,462
Law, Order and Public Safety	\$	127,569
Health	\$	71,894
Education & Welfare	\$	-
Community Amenities	\$	646,236
Recreation and Culture	\$	172,575
Transport	\$	1,379,163
Economic Services	\$	893,343
Other Property & Services	\$	657,510
	\$	<b>6,573,351</b>

**Expenses**

General Purpose Funding	\$	(315,085)
Governance & Administration	\$	(734,031)
Law, Order and Public Safety	\$	(442,223)
Health	\$	(217,869)
Education & Welfare	\$	(52,794)
Community Amenities	\$	(967,883)
Recreation and Culture	\$	(1,287,377)
Transport	\$	(3,100,674)
Economic Services	\$	(1,361,349)
Other Property Services	\$	(575,297)
	\$	<b>(9,054,583)</b>

**Adjustments for Cash Budget Requirements:**

**Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	2,614,918
Amortisation on Assets	\$	66,934
(Profit)/Loss on Asset Disposals	\$	(4,825)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,527,619)
Purchase Plant & Machinery	\$	(836,825)
Purchase Furniture & Equipment	\$	(28,000)
Unidentified Capital Expenditure - Royalties for Regions	\$	(1,000,000)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(295,690)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	18,016
Transfer to Reserves - General	\$	(35,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(4,509,323)</b>
--	----	--------------------

**Attachment 2**

**Rate Setting Statement - 30 June 2013 - Year 3**

**Revenues**

General Purpose Funding (Excluding rates)	\$	1,610,508
Governance & Administration	\$	63,305
Law, Order and Public Safety	\$	131,396
Health	\$	74,050
Education & Welfare	\$	-
Community Amenities	\$	667,528
Recreation and Culture	\$	176,154
Transport	\$	1,345,263
Economic Services	\$	920,143
Other Property & Services	\$	677,235
	\$	<b>5,665,582</b>

**Expenses**

General Purpose Funding	\$	(283,672)
Governance & Administration	\$	(726,041)
Law, Order and Public Safety	\$	(456,399)
Health	\$	(224,764)
Education & Welfare	\$	(54,378)
Community Amenities	\$	(999,347)
Recreation and Culture	\$	(1,327,748)
Transport	\$	(3,193,694)
Economic Services	\$	(1,392,589)
Other Property Services	\$	(592,556)
	\$	<b>(9,251,189)</b>

**Adjustments for Cash Budget Requirements:**

**Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	2,693,366
Amortisation on Assets	\$	68,942
(Profit)/Loss on Asset Disposals	\$	(4,970)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,522,593)
Purchase Plant & Machinery	\$	(1,041,076)
Purchase Furniture & Equipment	\$	(18,000)
Unidentified Capital Expenditure - Royalties for Regions	\$	-
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(311,782)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	17,569
Transfer to Reserves - General	\$	(25,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(4,729,151)</b>
--	----	--------------------

**Attachment 2**

**Rate Setting Statement - 30 June 2014 - Year 4**

**Revenues**

General Purpose Funding (Excluding rates)	\$	1,658,823
Governance & Administration	\$	65,205
Law, Order and Public Safety	\$	135,338
Health	\$	76,272
Education & Welfare	\$	-
Community Amenities	\$	687,818
Recreation and Culture	\$	179,869
Transport	\$	1,362,271
Economic Services	\$	947,747
Other Property & Services	\$	697,552
	\$	<b>5,810,895</b>

**Expenses**

General Purpose Funding	\$	(292,829)
Governance & Administration	\$	(753,660)
Law, Order and Public Safety	\$	(471,038)
Health	\$	(231,892)
Education & Welfare	\$	(56,009)
Community Amenities	\$	(1,031,852)
Recreation and Culture	\$	(1,369,493)
Transport	\$	(3,289,505)
Economic Services	\$	(1,424,547)
Other Property Services	\$	(610,333)
	\$	<b>(9,531,157)</b>

**Adjustments for Cash Budget Requirements:**

**Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	2,774,167
Amortisation on Assets	\$	71,010
(Profit)/Loss on Asset Disposals	\$	(5,119)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,600,097)
Purchase Plant & Machinery	\$	(721,026)
Purchase Furniture & Equipment	\$	(22,800)
Unidentified Capital Expenditure - Royalties for Regions	\$	(362,798)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(330,687)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	18,868
Transfer to Reserves - General	\$	(50,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(4,948,745)</b>
--	----	--------------------

**Attachment 2****Rate Setting Statement - 30 June 2015 - Year 5****Revenues**

General Purpose Funding (Excluding rates)	\$	1,709,729
Governance & Administration	\$	67,487
Law, Order and Public Safety	\$	140,075
Health	\$	78,941
Education & Welfare	\$	-
Community Amenities	\$	712,029
Recreation and Culture	\$	184,499
Transport	\$	1,366,663
Economic Services	\$	980,918
Other Property & Services	\$	721,966
	\$	<b>5,962,308</b>

**Expenses**

General Purpose Funding	\$	(347,330)
Governance & Administration	\$	(747,485)
Law, Order and Public Safety	\$	(488,016)
Health	\$	(239,889)
Education & Welfare	\$	(57,970)
Community Amenities	\$	(1,069,279)
Recreation and Culture	\$	(1,417,571)
Transport	\$	(3,404,638)
Economic Services	\$	(1,461,630)
Other Property Services	\$	(631,695)
	\$	<b>(9,865,502)</b>

**Adjustments for Cash Budget Requirements:****Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	2,871,262
Amortisation on Assets	\$	73,495
(Profit)/Loss on Asset Disposals	\$	(5,299)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,670,940)
Purchase Plant & Machinery	\$	(1,070,889)
Purchase Furniture & Equipment	\$	(30,000)
Unidentified Capital Expenditure - Royalties for Regions	\$	(114,972)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(316,183)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	20,263
Transfer to Reserves - General	\$	(50,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(5,196,456)</b>
--	----	--------------------

**Attachment 2**

**Rate Setting Statement - 30 June 2016 - Year 6**

**Revenues**

General Purpose Funding (Excluding rates)	\$	1,762,202
Governance & Administration	\$	69,849
Law, Order and Public Safety	\$	144,977
Health	\$	81,704
Education & Welfare	\$	-
Community Amenities	\$	737,093
Recreation and Culture	\$	189,239
Transport	\$	1,095,963
Economic Services	\$	1,015,251
Other Property & Services	\$	747,235
	\$	<b>5,843,513</b>

**Expenses**

General Purpose Funding	\$	(314,383)
Governance & Administration	\$	(779,532)
Law, Order and Public Safety	\$	(505,608)
Health	\$	(248,174)
Education & Welfare	\$	(59,999)
Community Amenities	\$	(1,108,069)
Recreation and Culture	\$	(1,467,351)
Transport	\$	(3,523,800)
Economic Services	\$	(1,501,219)
Other Property Services	\$	(653,804)
	\$	<b>(10,161,940)</b>

**Adjustments for Cash Budget Requirements:**

**Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	2,971,757
Amortisation on Assets	\$	76,068
(Profit)/Loss on Asset Disposals	\$	(5,484)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,362,226)
Purchase Plant & Machinery	\$	(881,962)
Purchase Furniture & Equipment	\$	(21,000)
Unidentified Capital Expenditure - Royalties for Regions	\$	(551,743)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(335,303)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	21,760
Transfer to Reserves - General	\$	(50,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(5,456,560)</b>
--	----	--------------------

**Attachment 2**

**Rate Setting Statement - 30 June 2017 - Year 7**

**Revenues**

General Purpose Funding (Excluding rates)	\$	1,817,513
Governance & Administration	\$	72,643
Law, Order and Public Safety	\$	150,776
Health	\$	84,972
Education & Welfare	\$	-
Community Amenities	\$	766,577
Recreation and Culture	\$	195,007
Transport	\$	812,101
Economic Services	\$	1,055,861
Other Property & Services	\$	777,124
	\$	<b>5,732,574</b>

**Expenses**

General Purpose Funding	\$	(326,958)
Governance & Administration	\$	(775,542)
Law, Order and Public Safety	\$	(525,833)
Health	\$	(257,433)
Education & Welfare	\$	(62,399)
Community Amenities	\$	(1,152,392)
Recreation and Culture	\$	(1,524,243)
Transport	\$	(3,664,752)
Economic Services	\$	(1,547,806)
Other Property Services	\$	(679,956)
	\$	<b>(10,517,314)</b>

**Adjustments for Cash Budget Requirements:**

**Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	3,090,627
Amortisation on Assets	\$	79,110
(Profit)/Loss on Asset Disposals	\$	(5,703)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,050,670)
Purchase Plant & Machinery	\$	(1,110,494)
Purchase Furniture & Equipment	\$	(18,000)
Unidentified Capital Expenditure - Royalties for Regions	\$	(547,414)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(355,668)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	23,369
Transfer to Reserves - General	\$	(50,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(5,729,583)</b>
--	----	--------------------



**Attachment 2**

**Rate Setting Statement - 30 June 2018 - Year 8**

**Revenues**

General Purpose Funding (Excluding rates)	\$	1,874,580
Governance & Administration	\$	75,548
Law, Order and Public Safety	\$	156,808
Health	\$	88,371
Education & Welfare	\$	-
Community Amenities	\$	797,240
Recreation and Culture	\$	200,952
Transport	\$	822,497
Economic Services	\$	1,095,115
Other Property & Services	\$	808,209
	\$	<b>5,919,321</b>

**Expenses**

General Purpose Funding	\$	(387,470)
Governance & Administration	\$	(812,790)
Law, Order and Public Safety	\$	(546,866)
Health	\$	(267,053)
Education & Welfare	\$	(64,894)
Community Amenities	\$	(1,198,487)
Recreation and Culture	\$	(1,583,358)
Transport	\$	(3,811,342)
Economic Services	\$	(1,595,679)
Other Property Services	\$	(707,154)
	\$	<b>(10,975,094)</b>

**Adjustments for Cash Budget Requirements:**

**Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	3,214,252
Amortisation on Assets	\$	82,275
(Profit)/Loss on Asset Disposals	\$	(5,931)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,178,736)
Purchase Plant & Machinery	\$	(885,561)
Purchase Furniture & Equipment	\$	(36,800)
Unidentified Capital Expenditure - Royalties for Regions	\$	(747,729)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(377,359)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	25,097
Transfer to Reserves - General	\$	(50,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

**Amount Required to be Raised from Rates** \$ (6,016,265)

**Attachment 2**

**Rate Setting Statement - 30 June 2019 - Year 9**

**Revenues**

General Purpose Funding (Excluding rates)	\$	1,934,784
Governance & Administration	\$	78,948
Law, Order and Public Safety	\$	163,864
Health	\$	92,348
Education & Welfare	\$	-
Community Amenities	\$	832,955
Recreation and Culture	\$	208,446
Transport	\$	833,189
Economic Services	\$	1,066,537
Other Property & Services	\$	844,579
	\$	<b>6,055,649</b>

**Expenses**

General Purpose Funding	\$	(354,945)
Governance & Administration	\$	(811,324)
Law, Order and Public Safety	\$	(570,899)
Health	\$	(277,775)
Education & Welfare	\$	(67,815)
Community Amenities	\$	(1,250,884)
Recreation and Culture	\$	(1,650,942)
Transport	\$	(3,982,853)
Economic Services	\$	(1,650,247)
Other Property Services	\$	(738,976)
	\$	<b>(11,356,660)</b>

**Adjustments for Cash Budget Requirements:**

**Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	3,358,893
Amortisation on Assets	\$	85,977
(Profit)/Loss on Asset Disposals	\$	(6,198)

**Capital Expenditure and Revenue**

Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,330,550)
Purchase Plant & Machinery	\$	(965,796)
Purchase Furniture & Equipment	\$	(18,000)
Unidentified Capital Expenditure - Royalties for Regions	\$	(716,991)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(373,508)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	-
Transfer to Reserves - General	\$	(50,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(6,317,184)</b>
--	----	--------------------

## Rate Setting Statement - 30 June 2020 - Year 10

**Revenues**

General Purpose Funding (Excluding rates)	\$	1,996,972
Governance & Administration	\$	82,501
Law, Order and Public Safety	\$	171,238
Health	\$	96,504
Education & Welfare	\$	-
Community Amenities	\$	870,271
Recreation and Culture	\$	217,826
Transport	\$	844,153
Economic Services	\$	1,114,531
Other Property & Services	\$	882,585
	\$	<b>6,276,581</b>

**Expenses**

General Purpose Funding	\$	(370,509)
Governance & Administration	\$	(854,930)
Law, Order and Public Safety	\$	(595,991)
Health	\$	(288,948)
Education & Welfare	\$	(70,866)
Community Amenities	\$	(1,305,576)
Recreation and Culture	\$	(1,723,031)
Transport	\$	(4,162,081)
Economic Services	\$	(1,706,887)
Other Property Services	\$	(772,230)
	\$	<b>(11,851,051)</b>

**Adjustments for Cash Budget Requirements:****Non-Cash Expenditure & Revenue**

Depreciation on Assets	\$	3,510,043
Amortisation on Assets	\$	89,846
(Profit)/Loss on Asset Disposals	\$	(6,477)

**Capital Expenditure and Revenue**

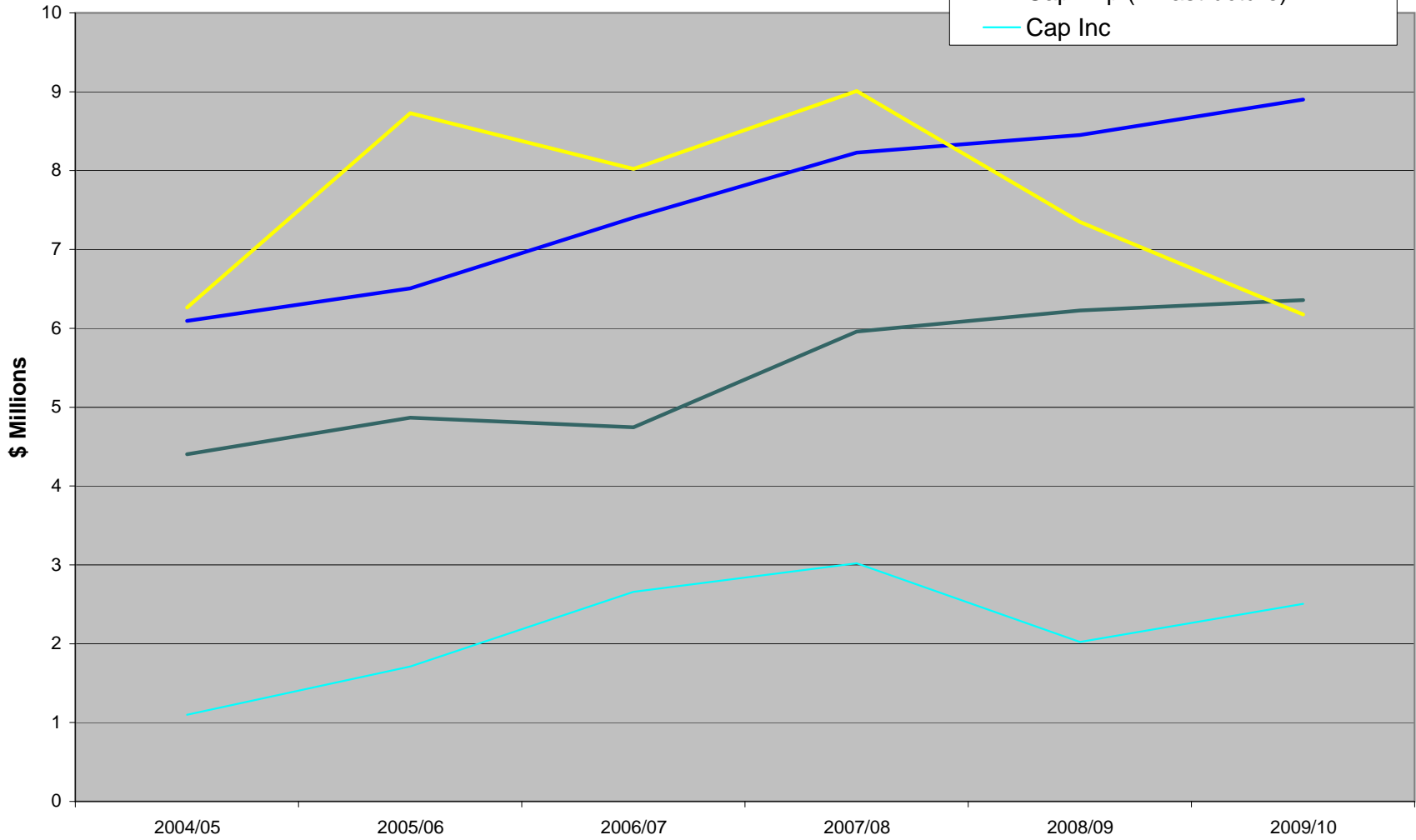
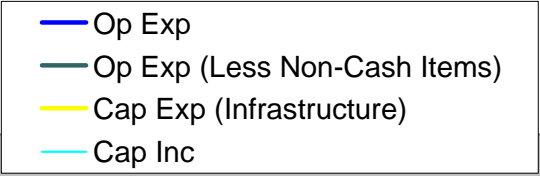
Purchase Land & Buildings	\$	-
Purchase Infrastructure	\$	(2,511,350)
Purchase Plant & Machinery	\$	(897,950)
Purchase Furniture & Equipment	\$	(21,000)
Unidentified Capital Expenditure - Royalties for Regions	\$	(861,812)
Unidentified Capital Expenditure - Other	\$	-
Proceeds from Disposal of Assets	\$	-
Principal Loan Repayments	\$	(309,982)
Proceeds from New Debentures	\$	-
Transfers to Community Groups	\$	-
Self Supporting Loan Principal Income	\$	-
Transfer to Reserves - General	\$	(50,000)
Transfer from Reserves	\$	-

ADD Estimated Surplus / (Deficit) July 1 B/Fwd	\$	-
LESS Estimated Surplus / (Deficit) June 30 C/Fwd	\$	-

<b>Amount Required to be Raised from Rates</b>	\$	<b>(6,633,152)</b>
--	----	--------------------

**Attachment 3**

**Budget Operating vs Capital Expenditure**



Council

Volunteerism in Plantagenet

Volunteer Meeting Notes  
O14238 - Letters – 25 September 2008  
O14732 – Volunteers Meeting

Meeting Date: 13 October 2009

Number of Pages : 7

## NOTES – VOLUNTEERS MEETING

COUNCIL CHAMBERS 25 SEPTEMBER 2008 COMMENCING AT 7.30PM.

### Attendance

Shire President Councillor Kevin Forbes AM  
Chief Executive Officer – Rob Stewart  
Councillor Simon Grylls  
Councillor Ken Clements  
Ms Nicole Selesnew  
Fire and Rescue – T West, W Beck, J Drage  
St John Ambulance – E Hill, R Clarke  
T Righton  
D Wright  
Narpyn Bush Fire Brigade – D Steven, B Bell  
Mt Barker Electrics – N Burren  
SES – P Jeffery, I Foote  
Mount Barker Caravan Park – S Smith  
Middle Ward Bush Fire Brigade – G Stothard  
Mount Barker Police – Sergeant A Spicer  
Southern Haulage – T St Jack  
Wellington and Reeves – H Griffiths  
Brin Gladwin

### Apologies

President Mount Barker Community College – Norm Bario  
Mount Barker Cooperative Limited – Norm Mills

Councillor Forbes welcomed all those in attendance and then invited representatives of individual organisations to address the meeting regarding any particular issues they may have had regarding volunteerism within the Shire of Plantagenet as it related to their particular organisation.

### Ewen Hill – St John's Ambulance

Ewen noted that there was a roster of 12 to 15 active ambulance volunteers and that this was not enough especially during working hours. He noted a lot of transfer work between Mount Barker and Albany which took a minimum of two hours and also left the town uncovered during these times.

He noted that St John's tended to avoid public recruitment campaigns as recruitment for an ambulance officer needed to be discreet as a 'special' person was required. He noted that generally St John's would do targeted recruiting, especially through their first aid courses.

He noted that the TV advertisement of a woman and child promoting first aid training had been very effective.

#### Wes Beck – Mount Barker Volunteer Fire and Rescue

Wes noted that a recent recruiting campaign had had some success and that they had five to eight 'really' active members plus some junior members.

He noted that it was great that some employers supported their staff to go out on calls and also noted that volunteers needed to be 'special' as they had access to sensitive information.

#### Phill Jefferys – SES

Phill noted that the SES had five active members at present and that the advertising campaign on TV hadn't really been successful. He noted that the SES was not really a 'fast response' organisation and that they could therefore get seventy to eighty people together within an hour or so.

#### Don Steven – Narpyn Bush Fire Brigade

Don noted that the Narpyn Bush Fire Brigade lacked a 'hit' squad and that people aren't being trained enough. He said that he believed we were in a 'post/volunteer' period and that we appear to have a community of takers rather than contributors. He said that he believed that volunteer numbers were consistently declining and that Brigades were not getting sufficient support from small landholders and farmers. He said that when speaking to people they couldn't believe that volunteers go out to do what they do, for no pay.

Others also noted that the age of volunteers was going up and that being a volunteer was hard work with lots of training necessary to maintain professional standards.

It was also noted that the town of Mount Barker will get much bigger as people leave the city. The growing number of subdivisions is an indication of this occurring.

It was also noted that sometimes volunteer groups can become 'cliquey'.

The Chief Executive Officer then provided a summary of discussions so far for the information of the group. This summary included:

- Employers should be encouraged to allow their staff to attend emergency situations and when they do, to do so without loss of pay;
- Change community attitude of 'take' to 'give';
- Explore whether the lack of volunteers is a generational phenomenon (Generation X and Y?);

- Revisiting cadets program if lead agencies could be convinced to take a more active role in managing such a program;
- If it is acknowledged that volunteers need to be operating at a professional standard, does this scare people off?;
- Should we be targeting females as it was noted that very few females volunteer for emergency service work;
- Do organisations have a mechanism to ensure that newcomers are made welcome;
- Acknowledge that everybody is getting older and that we need to get younger generations;
- Do some potential volunteers worry about litigation?;
- What are the perceptions of volunteerism;
- Is our team culture disappearing and being replaced with apathy?;
- Should we provide an education program on the services provided by volunteers?;
- Acknowledge that simple advertising was not the answer and that a strategic program needed to be created;
- Could we consider indigenous involvement?;
- How do we develop 'social capital'?; and
- Are we prepared to follow up and knock on doors?.

In conclusion those present agreed with the summary and added the further possibilities of letting people know about the camaraderie that develops with volunteers and that emergency services should be a key component of the Shire's web site.

It was agreed that the Chief Executive Officer would follow up with a letter to each organisation seeking further information from each organisation including the potential development of a promotional one page flyer from each organisation. From this, further pamphlets or flyers could be developed so that volunteers could get 'out and about' knocking on doors to recruit volunteers.

The Shire President closed the meeting at 9.05pm.



Our Ref: O14238  
Your Ref:  
Enquiries: Rob Stewart

27 August 2008

Mr Norm Bario  
President  
Mount Barker Community College  
Box 116  
MOUNT BARKER WA 6324

Dear Norm

Subject: **Where are all the volunteers?**

At a recent meeting with Councillors, the Officer In Charge of the Mount Barker Police Station, Sergeant Allan Spicer, spoke about his extreme concern regarding the lack of volunteers in Mount Barker and the district of Plantagenet.

Sergeant Spicer told the Councillors that the matter was urgent. He was concerned that if an emergency occurred such as the Mount Barker Fire of 2000, the Tenterden Fire of 2003 or the Porongurup Fire of 2007 then it was a distinct possibility that there would be insufficient trained personnel to attend such calamities. Sergeant Spicer went on to say that if two such events within a period of say forty eight hours occurred, then there would be little likelihood of satisfactorily attending both incidents.

However, it would appear that the lack of volunteers is not only related to emergency services. We understand that the Red Cross is finding it increasingly difficult to provide services and service clubs are also having some difficulties in attracting members.

I am sure you will agree with me that the number of volunteers within a small rural society is a crucial component to our functioning and wellbeing.

To discuss this matter further and to also discuss ways of addressing this problem I am arranging a meeting of key people within our Shire to come along to the Shire Offices on Thursday 25 September 2008 to see if we can develop some strategies. For example, we may simply put an ad in the Plantagenet News, or we might think about undertaking an advertising or marketing campaign. Whatever ideas we come up with, your input is critical.

Therefore, I would like to invite you to this discussion so that you may share your experiences and concerns with like-minded people.

I look forward to seeing you on Thursday 25 September commencing at 7.30pm in the Council Chambers. Would you please telephone Kaye Skinner by Monday 22 September 2008 to advise of your attendance.

Light refreshments will be provided.

**Cr Kevin Forbes AM**  
**SHIRE PRESIDENT**

Our Ref: O14732  
Your Ref:  
Enquiries: Rob Stewart

7 October 2008

MOUNT BARKER WA 6324

Dear

**Subject: Volunteers Meeting – 25 September 2008**

I refer to my invitation for representatives of your organisation to attend a meeting in the Council Chambers to discuss volunteerism in Plantagenet.

Attached to this letter is a copy of the notes that I took at that meeting including the actions that the group thought should be taken. As you can see from the notes those in attendance agreed that volunteerism in Plantagenet was decreasing and this did put many community services (especially emergency services) under some pressure.

Those in attendance believed that it would be necessary for members of existing organisations to quite literally go door knocking armed with sufficient information that would encourage members of the community to become volunteers themselves.

Those in attendance agreed that there was no point in undertaking such an exercise in an *ad hoc* fashion, and that it would be necessary to gather as much information about each of the volunteer organisations as possible so that a pamphlet or flyer could be produced to hand out.

With this in mind, would you be good enough to provide me with some basic information about your organisation. This would include information such as the number of volunteers you presently have, the number of volunteers that you think you should have, the type of person who would make a good volunteer for your particular organisation, the scope of activities that your organisation undertakes and the amount of training or qualifications that would be needed for a volunteer operating in your organisation along with a time potential commitment.

If you could give me this information within a few weeks I would be pleased to do my best to collate it and develop the flyer so that we can all get together again and work out a plan of attack including what mechanisms are in place for volunteer organisations to ponder how they will be handling all the new people that will be coming their way.

Please do not hesitate to contact me should you have any questions and I look forward to getting the information from you.

**Rob Stewart**  
**CHIEF EXECUTIVE OFFICER**

Council

Policy CE/CS/5 – Workshops – Attendance by  
Members of the Public

Policy

Meeting Date: 13 October 2009

Number of Pages : 2

**POLICY NO:CE/CS/3**

**FORMER POLICY NO:**

**COMMITTEE MEETINGS**

<b>DIVISION</b>	<b>BUSINESS UNIT</b>	<b>RESPONSIBILITY AREA</b>
CEO	CEO	Councillor Services

**OBJECTIVE:**

A local government may establish committees of 3 or more persons to assist the Council and to exercise the powers and discharge the duties.

**POLICY:**

That the Council will, with regard to the attendance by members of the public at Council appointed Committee Meetings, permit members of the public to attend such meetings, notwithstanding the provisions of Section 5.23 (1) of the Local Government Act 1995 provided that the provisions of Section 5.23 (2) of the Act are adhered to.

**LAST REVIEWED 13 MAY 2008**