

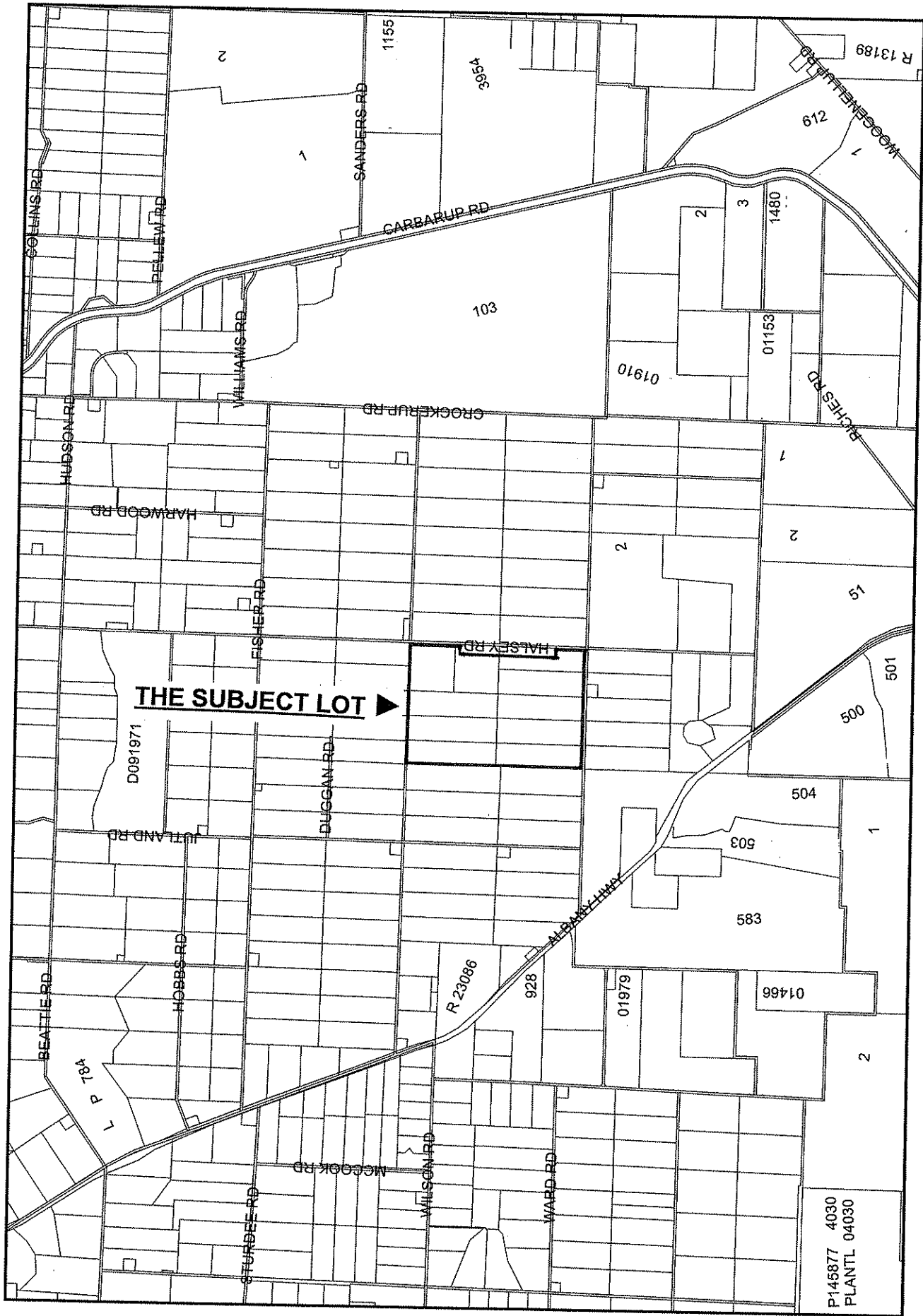
## Council

Lot 770 and 771 Halsey Road, Mount Barker -  
Noxious Industry - Free Range Piggery

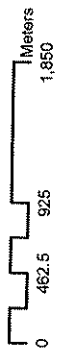
Location Plan  
Grow-Out Pig Service Pen Plan  
Proponent Proposed Piggery Location Site Plan  
Alternative Piggery Location Site Plan 1  
Alternative Piggery Location Site Plan 2  
Generic Report by Coffey Environments  
Site Specific Report by Coffey Environments  
Email from Department of Environment and  
Conservation  
Submissions Location Plan  
Summary of Submissions

Meeting Date: 17 August 2010

Number of Pages: 34

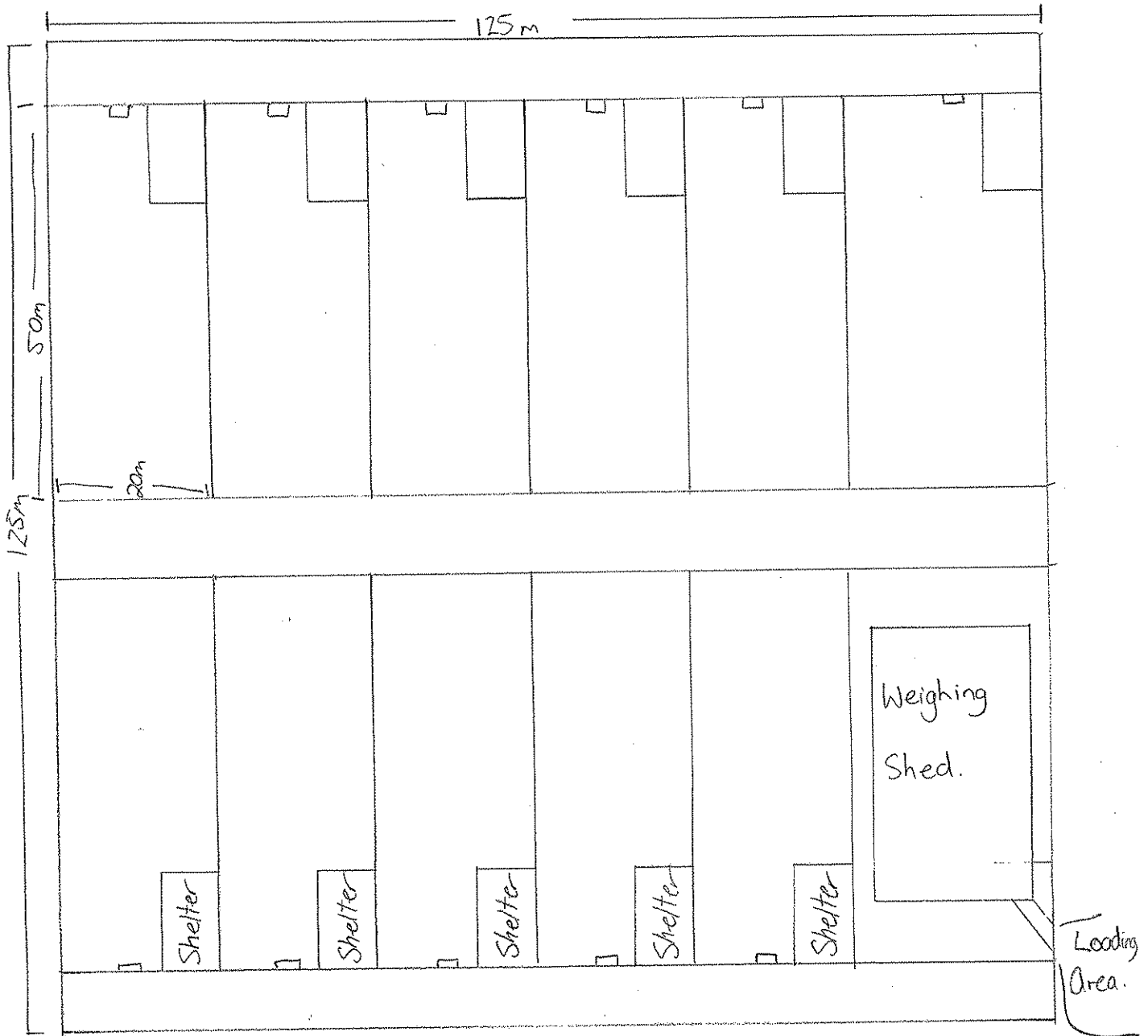


**THE SUBJECT LOT** →

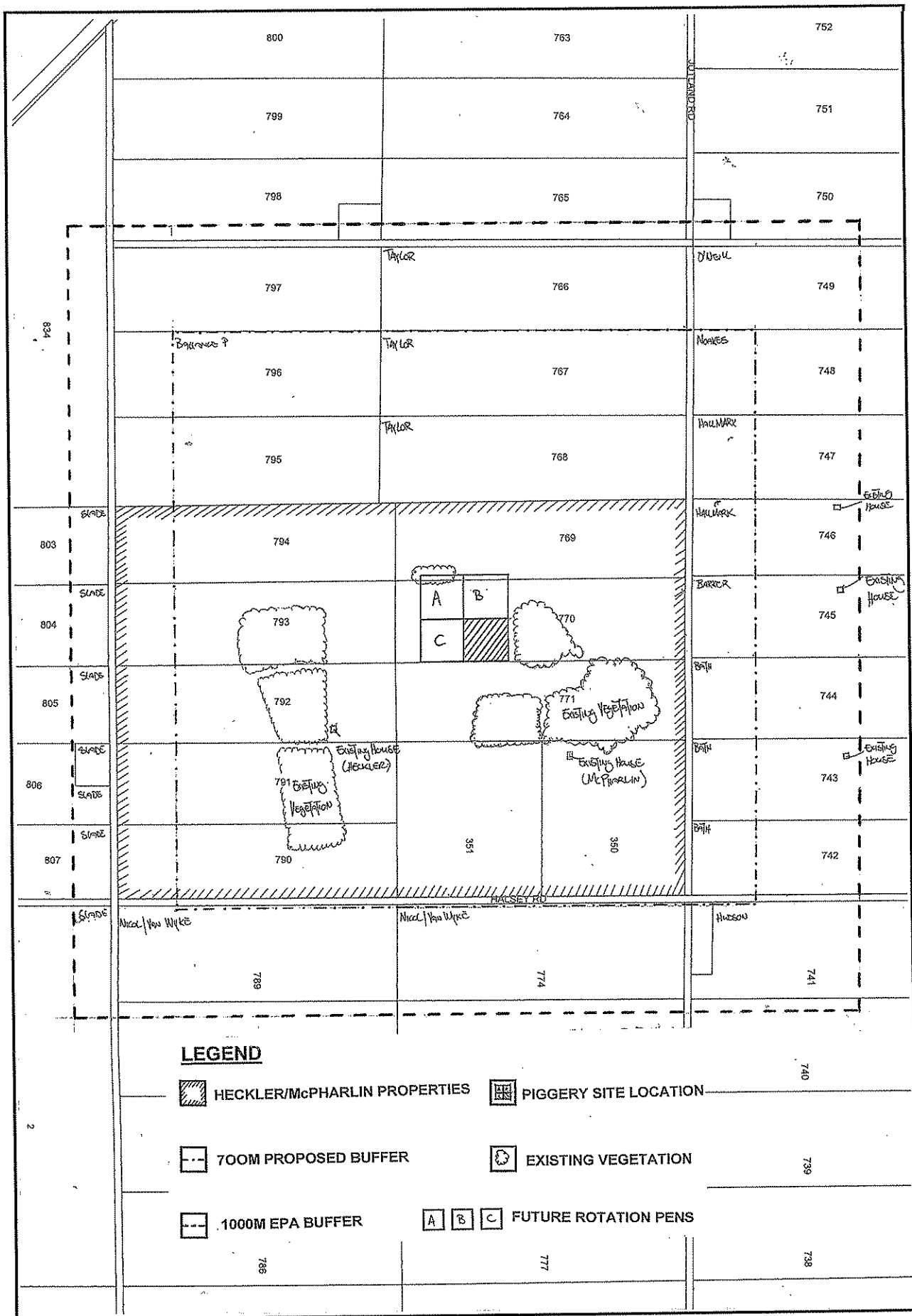


**LOCATION PLAN**

P145877 4030  
PLANTL 04030



**GROW-OUT PIG SERVICE PEN PLAN**



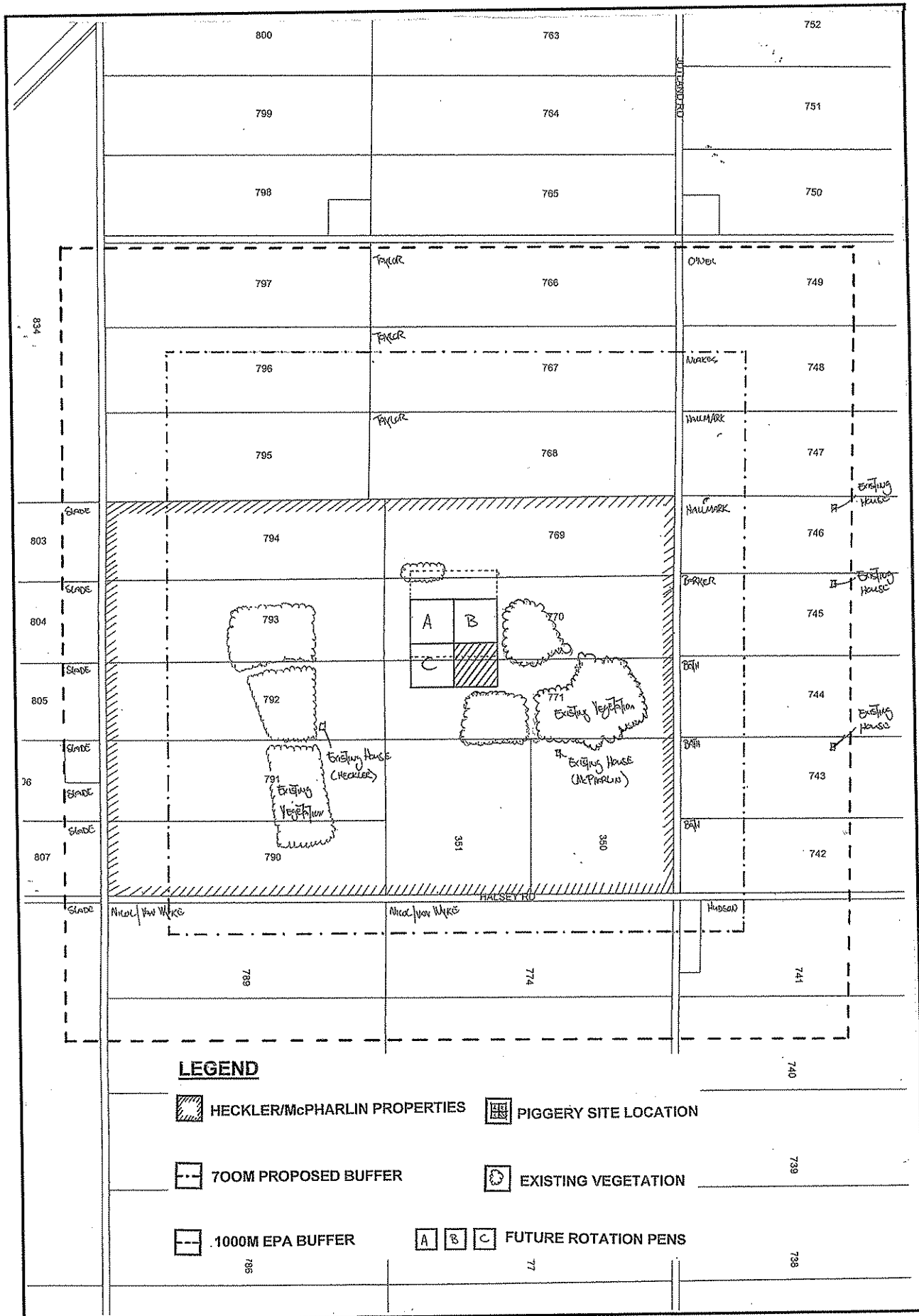
**LEGEND**

- HECKLER/McPHARLIN PROPERTIES
  PIGGERY SITE LOCATION
- 700M PROPOSED BUFFER
  EXISTING VEGETATION
- 1000M EPA BUFFER
 

 FUTURE ROTATION PENS

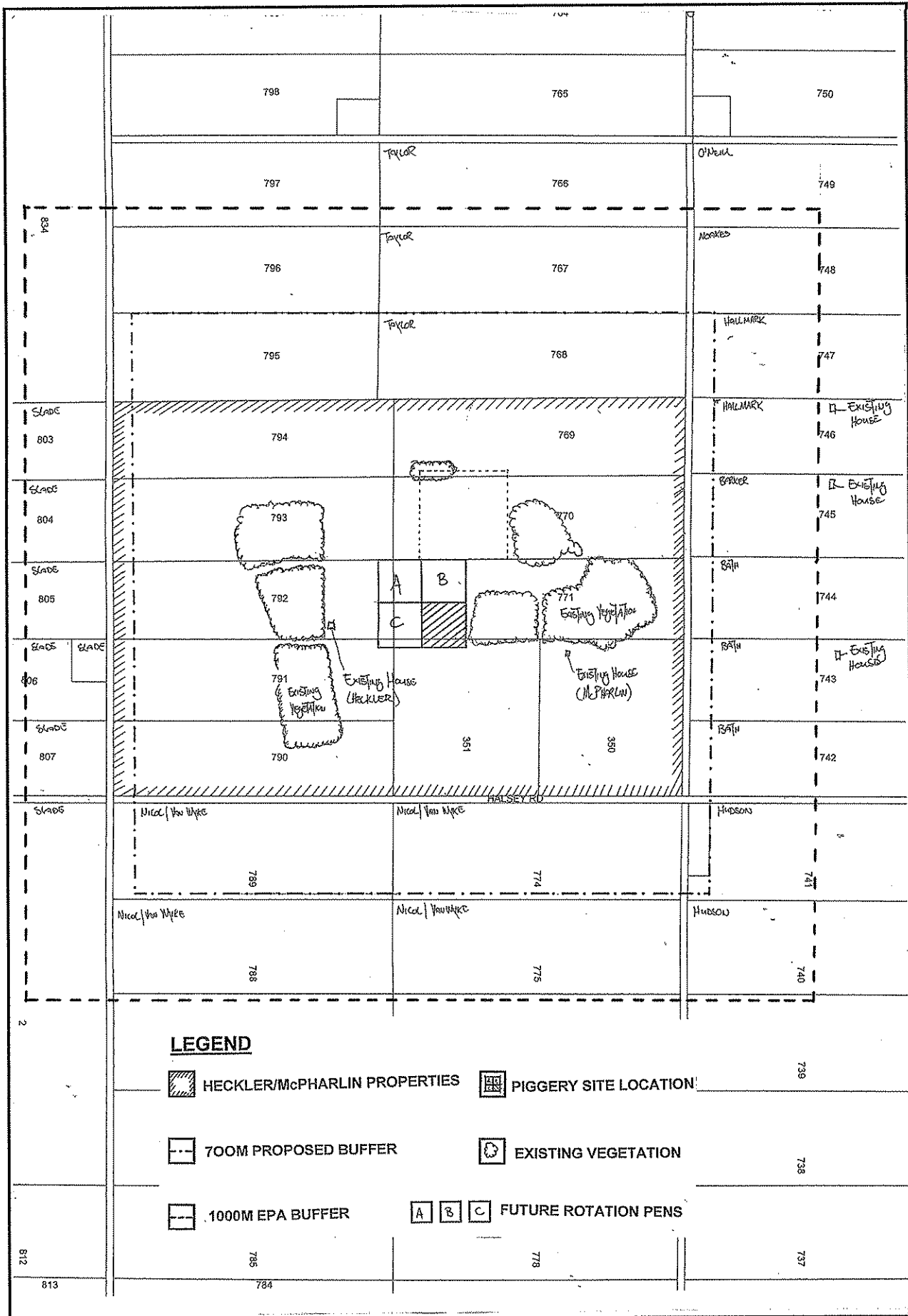
**PROPONENT PROPOSED PIGGERY  
LOCATION SITE PLAN**

Plan prepared by  
Council Officer



# ALTERNATIVE PIGGERY LOCATION SITE PLAN 1

Plan prepared by  
Council Officer



# ALTERNATIVE PIGGERY LOCATION SITE PLAN 2

Plan prepared by  
Council Officer

3 August 2010

Milne Agrigroup Pty Ltd  
103 - 105 Welshpool Road  
WELSHPOOL 6106 WA

**Attention: David Plant**

Dear David

**RE: Plantagenet Pork - Buffer Assessment**

Coffey Environments has been requested by the Milne Agrigroup (MAG) to undertake an assessment into the suitability of the separation distance recommendation detailed in the Environmental Protection Authority's Guidance Statement 'Separation Distances Between Industrial and Sensitive Land Uses' (referred to as the EPA Guideline) (June 2005) with relation to the establishment of a number of free range piggeries within the Shire of Plantagenet. The Milne Agrigroup, in conjunction with an existing landowner currently has an application with the Shire of Plantagenet requesting approval to establish a new grow-out facility for the rearing of free range pigs.

Due to the natural characteristics of the Plantagenet region, the Milne Agrigroup has identified this area as its preferred option for the raising of free range pigs. This is due to the relatively cool summers, moderate winter rainfall, access to bedding and feed and the soils in the region which are generally well drained thus providing suitable conditions for the raising of outdoor pigs suitable.

## **1 PIG PRODUCTION**

The process of rearing pigs for pork production can occur in a range of forms including extensive, intensive and indoor piggeries. MAG propose to establish a number of extensive/outdoor free range production facilities within the Shire. These facilities will be brought online to meet with the increases in the demand for pork products.

The pig production process can be divided into five main production stages:

- breeding
- gestating or dry sows
- farrowing
- weaning

- growing / finishing.

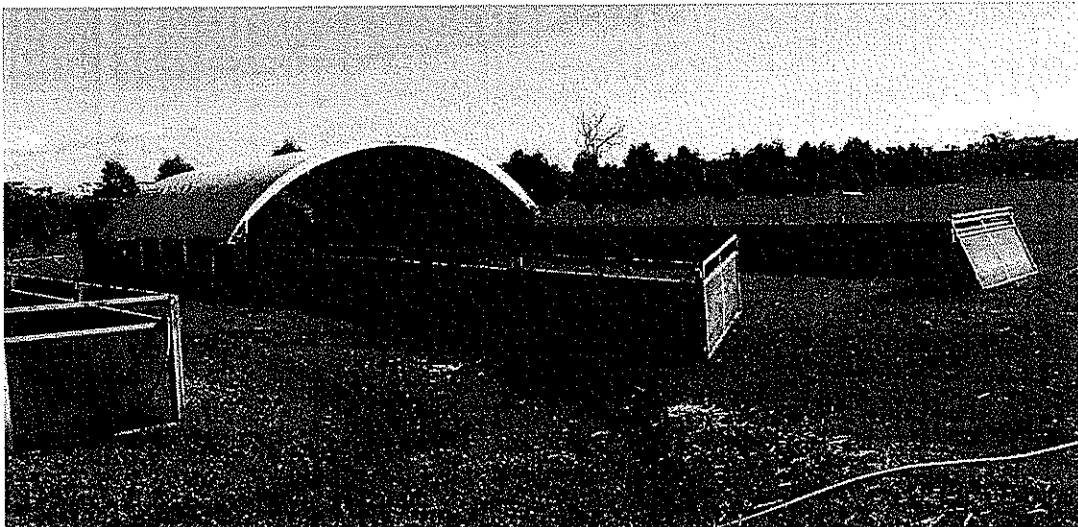
Typically, a full scale piggery would involve the establishment of all five stages of the production cycle at one geographical location. In contrast, the MAG have elected to divide the pig production process into two parts, with the breeding, gestating and farrowing operations to be undertaken at different sites to the weaning and growing/finishing. This method had been elected as it minimises the size and complexity of operations, limits the biosecurity risks, and allows the operators to focus on one particular aspect of the process. In addition, the social and environmental impacts associated with setting up a number of smaller well operated facilities are likely to be less significant than a full scale operation.

## 1.1 Grower Facility Operations

The breeding of piglets will occur at a separate location, with 4 week old piglets delivered to the premise on a weekly basis. Piglets will be delivered using a 7x4m trailer, and will remain on the farm for 12 to 13 weeks.

For the first 6 weeks, the piglets will be housed in 12x7m weaner deep litter (straw) housing enclosures, with a maximum of 220 piglets per enclosure. The enclosures consist of a movable skid shelter, backed with hay bales at one end, and a steel board fence. The floor of the enclosure is deep litter barley straw, which has a high ability to absorb urine and bind faeces and it has a soft bedding characteristic. The hay bales are used to reduce wind drafts and adverse weather entering the shelter, and can be removed during hot weather to increase ventilation to the shelters using cool winds to reduce heat build up. The photograph below shows an existing weaner shelter. Each grower facility will have a maximum of five weaner enclosures, with four to be in operation at any one time.

**Photo 1: Weaner Enclosures**



Following the six week period in the weaner shelters, pigs will be moved to larger 50x20m enclosures which will hold a maximum of 110 pigs. The final grow out is undertaken in these enclosures, which involve the raising of pigs to a maximum age of 16 to 17 weeks. It should be noted that this is significantly younger than typical piggeries that raise pigs onsite to 24 weeks. The environmental impact with regard to waste products produced is significantly less with younger pigs than full grown finisher and heavy finisher animals. The larger grow out enclosures, are similar in layout to the weaner shelters with the same skid shelters with deep litter barley straw floors, and a larger outdoor forage area enclosed by ringlock and a singular electric fence wire. The electric fence is to be operated from solar power as there is no electric power required at the site. A total of ten grow out enclosures will be established onsite.



Due to the portable nature of the enclosures, the location of the facilities will be rotated on an 18 month to 2 year basis. As well as minimising the biosecurity risks associated with the operations, moving the enclosures allows the land area to recover and any nutrients trapped in the soil to be utilised through cropping and or pasture growth on the land. Photograph 2 shows a previously used piggery area which was relocated in summer of 2010.

**Photograph 2: Previously Used Piggery Site**



In addition to the pig accommodation enclosures, the only other facilities required for the operation to be established are a small shed for the drafting and weighing of animals. An area dedicated for the stockpiling of solid waste material must also be established.

As such, a site area of approximately 5 hectares is required for the establishment of a grow out facility, allowing the periodic rotation of five weaner enclosures (84m<sup>2</sup> each) and ten grow out enclosures (1000m<sup>2</sup>/0.1ha each) plus shed and solid waste storage facilities.

## **2 MANAGEMENT STANDARDS**

The pork industry is governed by a number of standards. The Department of Agriculture and Food publication "The Environmental Guidelines for New and Existing Piggeries" (2000) referred to in the EPA Guideline details the minimum environmental standards for the operation of pork production facilities in Western Australia. In conjunction with this document, the 'Model Code of Practice for the Welfare of Animals – Pigs' (CSIRO, Third Edition, 2008) governs the animal welfare aspects of piggery operation within Australia. In addition, there is a 'National Environmental Guideline for Piggeries – Second Edition' (2010) which is produced by Australian Pork. This guideline focuses primarily on intensive piggeries, and hence the relevance to the proposed developments within the Shire of Plantagenet is limited.

In addition to the above standards, RSPCA Australia has produced a publication detailing the requirements for pig farms that will meet with the high animal welfare standards of the RSPCA Approved Farming Scheme. These requirements are significantly more stringent than those of the Model Code of Practice for the Welfare of Animals – Pigs' (CSIRO, Third Edition, 2008). MAG has elected to establish all new facilities (and accredit all existing facilities) in accordance with the stringent RSPCA Standards.

Table 1 (included at the back of this document) provides a comparison of the CSIRO animal welfare standards, and the RSPCA standards, with comments provided as to the likely effects of the establishment of a facility in compliance with the more stringent standards.

### 3 REGULATORY CONTEXT

Buffer distances are established to ensure that environmental emissions from an industry are unlikely to negatively impact on the amenity of neighbouring land users, and hence result in a land use conflict. The Environmental Protection Authority's Guidance Statement 'Separation Distances Between Industrial and Sensitive Land Uses' (June 2005) provides advice on generic separation distances between a range of specific industries and sensitive land uses. The distances specified are not intended to be absolute separation distances, rather they are a default distance for the purpose of:

- Identifying the need for specific separation distances or buffer definition studies, and
- Providing general guidelines on separation distances in the absence of site specific technical studies.

The following table outlines the details of the buffer requirements as specified in EPA Guideline for extensive piggeries.

**Table 2: Separation Distance Requirements**

<b>Industry</b>	Piggery – extensive (all premises)	
<b>Descriptions</b>	Premise on which pigs are fed, watered and housed in outside paddocks or enclosures	
<b>DEC Licence or Registration Category</b>	Not required	
<b>Key Government Agencies for Advice or Approvals</b>	Local Government	
<b>Code of Practice (CoP)/ Environmental requirements</b>	DAWA Guidelines (May 2000)	
<b>Impacts</b>	<b>Gaseous</b>	
	<b>Noise</b>	
	<b>Dust</b>	√
	<b>Odour</b>	√
	<b>Risk</b>	
<b>Buffer Distance in Meters and Qualifying Notes</b>	1000 metres for all extensive piggeries	

As shown in the table, the key issues for concern for piggeries are odours and dust, with the recommended buffer distance to sensitive land uses being 1000m.

The Department of Agriculture and Food publication "The Environmental Guidelines for New and Existing Piggeries" (2000) also provides a recommended buffer separation distance between extensive piggeries and isolated rural dwellings. The specified distance in this document is 300m. A number of other buffer distance recommendations to a number of other locations are also provided as shown in Table 3.

**Table 3: Buffer Distance Recommendations “The Environmental Guidelines for New and Existing Piggeries” (2000)**

<b>Location</b>	<b>Distance (metres)- for an Intensive Piggery</b>
Townsite Boundaries	1,000
Special Rural Areas	2,000
Isolated Rural dwellings, dairies, industries	300
Public roads	200
Neighbouring Rural property boundaries	50
Major water courses and rural impoundments	300
Bores, wells, soaks for private drinking supply	300
Bores, wells, soaks for stock irrigation supply	100

The two publications have differing recommendations for the appropriate separation distance to sensitive land uses, and as such, this document looks at the specific characteristics of the MAG facilities to determine an appropriate buffer distances.

#### **4 COMPANY BACKGROUND**

The Milne Agrigroup is a successful Western Australian owned agribusiness company. The company owns and operates a number of animal rearing and processing facilities within the Shire of Plantagenet and the Great Southern region. This includes the operation of a number of free range poultry farms, a poultry processing facility and a free range piggery located approximately 10km north of Cranbrook. MAG is very aware of the environmental and social issues associated with the operation of their facilities and seek to continue to maintain the good reputation they have gained with regard to environmental management.

The free range piggery located north of Cranbrook is of significantly larger scale than the proposed developments within the Shire of Plantagenet. The Cranbrook facility involves all stages of pig production, from breeding to finishing. The total property size is approximately 1000ha, with the piggery having a total of approximately 4,500 pigs. To date, the facility has never received a complaint regarding any issues of their operations. The nearest residents are located 1.5km to the south. MAG propose to use the experience gained through the operation of the Cranbrook piggery to ensure that the new facilities are established to very high animal welfare and management standards.

## **5 ENVIRONMENTAL MANAGEMENT**

The key environmental issues with respect to extensive piggeries as identified by EPA regulations are odour and dust. The following sections outline how the proposed Milne Agrigroup developments are intending to manage these key environmental concerns as well as how the other environmental issues of noise, nutrients and waste disposal will be managed.

### **5.1 Odour**

There are a number of potential odour sources associated with the operation of a piggery, and these typically include the pigs housing areas, solid waste stockpiles and effluent treatment systems. The proposed development will manage odours associated with the pig housing areas through the inherent design of the facilities, using highly ventilated accommodation structures, relatively low stocking densities and the high maintenance and hygiene practices to mitigate the generation of odours. Odour associated with the solid waste stockpiles will be managed through the regular turning of the stockpiles to assist with biological decomposition and regular collection of the material from site. Due to the nature of the MAG proposals, they do not include an effluent disposal system and as such do not have to manage this potentially significant and difficult to manage odour source.

### **5.2 Dust**

During the drier summer months, dust generated by the foraging of the pigs is a potential issue for neighbouring residences. Urine from the pigs act as a suppressant for the dust generation within the enclosures. Observations from the existing piggery located north of Cranbrook suggest that during high wind conditions, dust has not been observed as travelling more than 100m from the pig accommodation areas. It should be noted that this facility is of significantly larger scale than the proposals, and is located on the crest of a hill with no wind protection in the form of vegetative wind breaks.

The siting of facilities can assist with the prevention of dust generation, with it preferable to have a significant wind break in the form of native or planted vegetation along at least one side of the proposed development area. If possible, it is preferable maintain a windbreak to the north to prevent hot northerly winds from reaching the pig enclosures and to provide a buffer protection and settlement area when the typical southerly winds occur during summer. As such, due to the scale and nature of the proposed operations, and given appropriate buffer distances are implemented it is considered unlikely that dust will be a significant issue.

### **5.3 Noise**

Noise is not identified as key potential environmental impact associated with the establishment of a piggery. The management practices employed by MAG, including continuously available feed and water and minimal intervention with respect to elective procedures ensure that noise levels are kept to a minimum. The level of noise associated with the grow-out of free range pigs is expected to be compatible with general agricultural land uses. Vehicle movements and other maintenance activities will only be undertaken during daylight hours, typically between 7:30am and 5:00pm. No generators or other electric motors will be continuously operated at the site.

### **5.4 Nutrients**

Due to the risk of high nutrient runoff being generated from the site, a piggery should be sited such that there is no direct flow path from a piggery facility to any natural waterbody. Any surface water runoff from the piggery area will be captured in an existing, or constructed dam to minimise any additional loading to the natural environment. Due to the 5 ha size requirement for a grow-out facility, and the relatively well drained soils required for establishment, the volume of runoff is not expected to be high. The preferred method of nutrient management is to ensure and active vegetative crop or pasture is

cultivated around the site, with any runoff directed to this area for utilisation by the plants. To assist with nutrient capture and uptake by the vegetation it is recommended that contour ripping to a minimum width of 50m wide is undertaken surrounding the piggery.

## **5.5 Waste disposal**

Solid waste from the facility is largely comprised of straw and manure that is cleared from the animal shelters following the movement of animals from the weaner shelters to the growout shelters, and when they leave the grow out shelters to go off-site to market. This material will be stockpiled at the site, prior to collection by a licensed waste acceptor. An agreement is currently in place commits a licensed contractor for periodic collection of solid wastes from the site for reuse in the soil improvement market. In the event that this contractor is unable to accept the waste material, a number of alternative acceptors of the material have been identified locally that would be willing to utilise the product.

Based on current estimates, it is expected that a maximum of 400 tonnes per year of solid waste material would be produced. This will be stockpiled on a dedicated area located at a high position on the site, within the 5ha development area. A contour drain will be constructed to prevent any surface runoff from entering the solid waste stockpile area. Also, a drain will be constructed to collect all runoff from the solid waste area, with any collected runoff diverted to the contour ripping area surrounding the piggery. Crops and/or pastures growing in this area will utilise nutrients in the runoff minimising any potential environmental impact. Prior to use for stockpiling waste, all existing vegetation (pasture/crop) will be removed from the stockpiling site, and a compacted pad of limestone or gravel will be constructed using existing farm machinery. Hay bales will be placed along the down gradient side of the pad area to prevent solids from leaving the site and control surface flow. The stockpiled solid material will be regularly collected from the site with the total mass of stockpiled waste not exceeding 50 tonnes at any one time.

Any dead animals found within the operation will be removed and disposed of within 24 hours of the time of death. The preferred method for the disposal of animal carcasses is to bury them in a dedicated pit or trench. This will be located at a high topographic location well away from roads, waterbodies, and in an area that has a depth of at least 2m to the maximum groundwater level. The carcass should be immediately covered with at least 500mm of soil. The addition of lime to the burial trench/pit should also be considered as this assists with decomposition, and deters feral predators.

## **6 BUFFER DISTANCE RECOMMENDATION**

Based on the nature of the proposed MAG grow-out facilities and the management measures that are to be implemented, Coffey Environments conclude that if a site is considered appropriate for the establishment of a free range piggery then the EPA Guideline recommended buffer distance may be reduced to 700m. The following points are a summary of the rationale for reducing the EPA buffer distance recommendation.

- Only two of the five production phases are to be undertaken at the site
- Small scale of operations
- The sites are to be managed in accordance with the stringent RSPCA animal welfare standards
- Environmental management measures are to be implemented to minimise impacts on the natural environment, including the management of odour, dust, noise, nutrients and solid waste.
- Site selection can be assessed to determine suitability for a development.

The following checklist should be used to determine if the site is suitable for the development of a free range grow out pork facility.

## 6.1 Checklist

- 1. Area of 5 hectare suitable for use
- 2. Areas topographically situated so that it is not prone to water logging, no localised perching of the water table following high rainfall events and preferably with a minimum depth to maximum groundwater level of greater than 2m. Piggery not located within the 1 in 100 year flood plain of any water body.
- 3. Well drained soil profile with some nutrient holding capacity, preferably with phosphorus retention index (PRI) levels above 10.
- 4. Wind break on at least one side of the proposed piggery location, preferable to the northern side.
- 5. At least 500m to nearest surface water body and 800m from the nearest major water supply. The Environmental Guidelines for New and Existing Piggeries suggests at least a 300m buffer distance between a surface waterbody to rotational outdoor pens.
- 6. Surface runoff from the site does not directly flow to any surface waterbody. Flow should be captured in an existing or new holding dam facility.
- 7. Cultivated vegetation area (crops and/or pasture) surrounding the piggery to assist with nutrient management, including a 50m wide contour ripping strip immediately adjacent to the piggery area.
- 8. Suitable water supply
- 9. Development does not significantly impact on the visual amenity of neighbouring land users
- 10. Dedicated solid waste area constructed on compacted gravel/limestone within the dedicated piggery area. Area must have appropriate drainage up and down gradient to control flow across the area.

## 6.2 Monitoring

In addition, MAG will implement surveillance monitoring of the new facilities on weekly basis for the first year of operation for each facility. This monitoring will involve documented inspections by the facility supervisor on the downwind boundary of the site to assess noise, odour and dust impacts at the site boundary. The following information will be recorded in a log kept on site and available for review:

- The date and time of the inspection
- The weather including the forecast temperature and estimated wind direction and strength
- The person making the assessment and the location where the assessment was made.
- The observations made (e.g. no visible dust at the boundary or dust emissions from piggery enclosures detected etc., no odour or faint odour or strong and offensive odour etc., no noise detected, faint machinery or animal noises etc.)

If evidence exists that adverse impacts are occurring at the site boundary, then the management of the facility will be reviewed to ensure that neighbouring land users are not affected.

If there is no evidence of impacts after 12 months, these inspections will be ceased and instead the site will operate as all other MAG sites do by responding to any complaints in a timely manner if they occur.

Based on the assessment presented above, Coffey Environments consider that if a proposed site satisfies the key characteristics identified in the checklist, then an amended buffer distance of 700m to

the nearest sensitive land use is considered appropriate to maintain the integrity of the natural area and avoid conflict in potential land use.

Please do not hesitate to contact me on 0407 382 718 or [Kate\\_McCormack@coffey.com](mailto:Kate_McCormack@coffey.com) should you require any additional information or have any queries regarding the content of the above document.

For and on behalf of Coffey Environments Australia Pty Ltd

Kate McCormack  
Senior Environmental Engineer

Noel Davies  
Principal - Industrial and Waste Management

Issue	'Model Code of Practice for the Welfare of Animals – Pigs' (CSIRO, Third Edition, 2008)	RSPCA Approved Farming Scheme Standards – Pigs (May 2009)	Comments
Feed Availability	Pigs must be provided with access to feed that maintains their health and meets their physiological requirements.	Feeder devices should be checked daily to ensure that they are operational and that feed is available at all times.	Continuously available feed reduced the noise level associated with the animals getting hungry, and reduces competition between pigs when food is periodically delivered.
Accommodation	Accommodation for pigs must be designed, constructed and managed in such way that it protects pigs from adverse weather, injuries and other harm.	Housing design and stocking density must allow sufficient space for exercise, exploration and social behaviour. Provisions of environmental enrichment devices is encouraged.	
Stocking Densities – Outdoor Systems	<p>Minimum space allowance recommendations for shelter accommodation for outdoor pigs</p> <ul style="list-style-type: none"> <li>• Dry sows in groups – 1.2 to 1.5m<sup>2</sup>/sow</li> <li>• Lactating sows with piglets – 4 to 6m<sup>2</sup></li> <li>• Boars – 2m<sup>2</sup>/boar</li> </ul>	<p>Breeding pigs kept outdoors a stocking density of 25 adult pigs/ha where paddocks are greater than 1 ha.</p> <p>Standards do not currently include specific outdoor stocking densities for growing pigs. Where pigs have access to and outdoor range, this must provide sufficient space for exercise, exploration and social behaviour. Shelters must provide the equivalent floor area per pig as specified for indoor systems.</p> <p>Minimum floor areas for outdoor shelters/huts must meet the following</p>	



Issue	'Model Code of Practice for the Welfare of Animals – Pigs' (CSIRO, Third Edition, 2008)	RSPCA Approved Farming Scheme Standards – Pigs (May 2009)	Comments
		<p>requirements:</p> <ul style="list-style-type: none"> <li>• For dry/gestating gilts/sows, a minimum floor area of 1.5m<sup>2</sup>/sow</li> <li>• For Farrowing and lactating sows a minimum floor area of 4.3m<sup>2</sup>/sow.</li> <li>• For boars, a minimum floor area of 1.5m<sup>2</sup>/boar</li> </ul>	
Elective Animal Husbandary Procedures	<p>Nose Ringing – should be avoided</p> <p>Tail Docking – should be avoided where possible</p> <p>Teeth Clipping – should not be routinely carried out, and undertaken on piglet less than 3 days old</p> <p>Castration – if necessary to be performed by a trained and competent operator</p> <p>Tusk Trimming – boar should be appropriately restrained and if necessary anaesthetised</p>	<p>Nose Ringing – not permitted</p> <p>Tail Docking – not permitted</p> <p>Teeth Clipping – must not be carried out routinely, if deemed necessary must be carried out on piglets less than 3 days old by a trained competent operator</p> <p>Castration – Physical (surgical) castration is not permitted</p> <p>Tusk Trimming –should only be undertaken by a veterinary surgeon with the animal under heavy sedation</p>	<p>Limited animal intervention (MAG do not undertake nose ringing, tail docking , teeth clipping, castration or tusk trimming) with the animals results in reduced noise levels and dust generation.</p>

3 August 2010

Milne Agrigroup Pty Ltd  
103 - 105 Welshpool Road  
WELSHPOOL 6106 WA

**Attention: David Plant**

Dear David

**RE: Plantagenet Pork - Site Suitability of Lot 770 Halsey Road, Mount Barker**

Coffey Environments has been requested by the Milne Agrigroup (MAG) to assess the suitability of Lot 770 Halsey Road, Mount Barker for the establishment of a free range pig grower facility. This assessment has been undertaken in accordance with the Plantagenet Pork Buffer Assessment investigation completed by Coffey Environments (3 August 2010). The property is owned by Ms Lorraine Heckler and will be operated by Mr Marcus McFarlane under the management of the MAG. The total property area is 182 hectares which is comprised of a 10 individual titles, and contains two residential dwellings. The property is.

## **1 SITE CHARACTERISTICS**

The characteristics of the site are assessed against the environmental checklist requirements provided in the 'Plantagenet Pork – Buffer Assessment' (Coffey Environments, Aug 2010).

1. Area of 5 hectare suitable for use.

As shown in the attached Figure, a total area of approximately 6 hectares has been identified as the proposed location for the establishment of the free range pork grower facility. A number of photographs of the proposed location are provided below.

**SITE SPECIFIC REPORT  
LOT 770**



- 2. Area topographically situated so that it is not prone to water logging, no localised perching of the water table following high rainfall events and preferably with a minimum depth to maximum groundwater level of greater than 2m. Piggery not located within the 1 in 100 year flood plain of any water body.

The area is located on the upper slopes of the naturally undulating landscape, approximately 8m in elevation higher than the nearest creek. Although there is no specific data regarding the depth to groundwater in the area, data collected from a groundwater bore located at a similar elevation and within 1km of the site suggests an end of winter groundwater depths in excess of 4m below ground level. As the site was selected based on the generally free draining characteristics of the soil, any perching of the groundwater table following heavy rainfall is considered unlikely and the site is not located within the 1 in 100 year flood plain.

- 3. Well drained soil profile with some nutrient holding capacity, preferable with phosphorus retention index (PRI) levels above 10.

The general profile of the soil are sandy loams over gravel. The photograph below shows a typical soil profile from within the proposed grower area to a depth of approximately 0.5m. No specific PRI data has been collected within the site, but samples collected from a location within 1km and with similar characteristics suggest the soils in the area have very high PRIs with a number of samples collected indicating levels in excess of 500.



4. Wind break on at least one side of the proposed piggery location, preferable to the northern side.

The site is bound to the north side by a significant stand of fenced native vegetation. This vegetation consists of jarrah, wandoo and redgum reaching heights of at least 15m. The vegetative buffer is approximately 150m thick and will act as a wind break to reduce dust and as protection from hot northerly winds to assist with animal welfare.

5. At least 500m to nearest surface water body and 800m from the nearest major water supply. The Environmental Guidelines for New and Existing Piggeries suggests at least a 300m buffer distance between a surface waterbody to rotational outdoor pens.

The closest surface water body is located 520m to the north of the grower facility, satisfying the requirement of a separation distance of at least 500m.

6. Surface runoff from the site does not directly flow to any surface waterbody. Flow should be captured in an existing or new holding dam facility.

Surface runoff from the site drains across cultivated crop/pasture areas to an existing agricultural dam located directly west of the grower facility. An additional dam is located further down gradient of the first dam providing an additional capture point for runoff. As such, there is no direct drainage path from the grower facility to any waterbody.

7. Cultivated vegetation area (crops and/or pasture) surrounding the piggery to assist with nutrient management, including a 50m wide contour ripping strip immediately adjacent to the piggery area.

The site is surrounded by cultivated farming areas currently used for cropping. This area will continue to be used whilst the piggery is operation with vegetation cultivated to assist with nutrient management. In addition, a contour ripping strip of at least 50m wide will be constructed immediately adjacent to the piggery site.

8. Suitable water supply

Suitable water supply is available on site through a series of five dams. Water quality is suitable for stock drinking water for pigs.

9. Development does not significantly impact on the visual amenity of neighbouring land users

Only one neighbouring resident will be able to see any part of the grower facility from their existing residence. This neighbour is located approximately 1.5km to the west of the property, and the facility will be partially obstructed by the stand of vegetation to the north and an additional stand of fenced trees to the west. No lighting is present onsite, and hence the facility will not be visible after dark. Due to the distance of this resident and the partial obstruction from vegetation, the development proposal is not expected to significantly impact on the visual amenity of the neighbouring residence.

10. Dedicated solid waste area constructed on compacted gravel/limestone within the dedicated piggery area. Area must have appropriate drainage up and down gradient to control flow across the area.

The dedicated solid waste area will be constructed from compacted limestone with an up gradient bund to ensure no surface water flow enters the site area. The area will be constructed within the 6ha area identified on the figure. Hay bales will be used ensure no solids leave the pad area and to manage flow. A drain will be constructed down gradient to collect any runoff and deliver it to the contour ripped area surrounding the piggery site.

## **2 ENVIRONMENTAL MANAGEMENT**

MAG have established guidelines for the environmental management of their sites. These are discussed in generic terms in the 'Plantagenet Pork – Buffer Assessment' (Coffey Environments, Aug 2010). The following sections detail specifically how the environmental issues will be managed at a facility operational on Lot 770 Halsey Road.

### **2.1 Odour**

The proposed development will manage odours associated with the pig housing areas through the inherent design of the facilities, using highly ventilated accommodation structures, relatively low stocking densities and the high maintenance and hygiene practices to mitigate the generation of odours. Pens will be cleaned and all straw/manure material removed following the departure of pigs from a particular enclosure (approximately every 6 weeks). All solid waste will be transported directly to the solid waste stockpile area. Odour associated with the solid waste stockpiles will be managed through the weekly turning of the stockpiles to assist with biological decomposition and regular collection of the material from site. In the event that odour issues associated with the stockpiles occur, the waste collection contractor will be called and the material will be removed from site.

### **2.2 Dust**

The location of the grower facility on Lot 770 Halsey Road has a significant native vegetation buffer to the north. This will act as a wind break and assist in the suppression of any dust from activities at the site. The native vegetation belt is approximately 150m wide with trees at least 15m in height.

### **2.3 Noise**

Continuously available feed and water and minimal intervention with respect to elective procedures will ensure that noise levels are kept to a minimum. Vehicle movements and other maintenance activities will only be undertaken during daylight hours, typically between 7:30am and 5:00pm. No generators or other electric motors will be continuously operated at the site.

### **2.4 Nutrients**

Any surface water runoff from the piggery area will be captured in the existing dam to the west of the facility and as such there is no direct flow path to a surface water body. An additional dam is located further down gradient to intercept any further flows or overflows. In addition, the active vegetative crop is currently growing around the site, which will assist in the capture and uptake of nutrients. A contour ripping strip of a minimum width of 50m will also be constructed surrounding the piggery to limit nutrient export from the immediate piggery area.

### **2.5 Waste disposal**

Solid waste will be stockpiled at the site on a compacted gravel/limestone pad and held prior to collection by a licensed waste acceptor. An agreement is currently in place commits a licensed contractor for periodic collection of solid wastes from the site for reuse in the soil improvement market. The pad will be located at a high position on the site with hay bales placed along the down gradient side to prevent solids from leaving the site, and control surface flow. The total mass of stockpiled waste will not exceed 50 tonnes at any one time.

Any dead animals found within the operation will be removed and disposed of within 24 hours of the time of death. The preferred method for the disposal of animal carcasses is to bury them in a dedicated pit or trench. This will be located at a high topographic location well away from roads, waterbodies, and in an area that has a depth of at least 2m to the maximum groundwater level. The carcass should be

immediately covered with at least 500mm of soil. The addition of lime to the burial trench/pit should also be considered as this assists with decomposition, and deters feral predators.

### **3 BUFFER RECOMMENDATION**

Based on the characteristics of the site with respect to the above checklist, a buffer distance of 700m is considered appropriate to manage the potential emissions associated with the proposed grower facility. The 700m buffer distance surrounding the property is shown on Figure 1.

As shown in the figure, the buffer area is completely contained within the McFarlane's property to the south and to the east of the grower facility. To the north and the west, portions of neighbouring properties are included in the 700m buffer area, these properties include Lots 795, 796, 767, 768 to the west and Lots 743, 744, 745 746 and 747 to the north. No existing residences are within the 700m buffer zone. There are currently no residences located on either of the properties to the west of the proposed facility, as they are part of larger agricultural operations. To the north of the site, the buffer impact on a number of smaller landholdings. The buffer area generally incorporates the lower parts of the lots, along the existing creek, and does not extend to incorporate more than 15% of any particular property. Although, a defined separation distance should not impact on the ability of a land owner to locate a residence at a location of their discretion within their property boundary, it is unlikely that the areas impacted on by the buffer would be suitable for the construction of a new residence due to the proximity to the existing creekline. As such, it is considered unlikely that a new residence would be constructed within the 700m separation distance from the existing grower facility.

Due to the characteristics of the site and the environmental management commitments to be implemented onsite, the location is considered environmentally suitable for the establishment of a new free range pig grower facility.

Please do not hesitate to contact me on 0407 382 718 or [Kate.McCormack@coffey.com](mailto:Kate.McCormack@coffey.com) should you require any additional information or have any queries regarding the content of the above document.

For and on behalf of Coffey Environments Australia Pty Ltd

Kate McCormack  
Senior Environmental Engineer

**Vincent Jenkins**

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**From:** Goodbourn, Caron [Caron.Goodbourn@dec.wa.gov.au]  
**Sent:** Wednesday, 4 August 2010 2:08 PM  
**To:** Vincent Jenkins  
**Cc:** Bell, Cassie  
**Subject:** RE: O21660 - Lot 770 Halsey Road, Mount Barker: Piggery Buffer Assessment - Coffey Environments


Dear Vincent

Thank you for providing DEC with the opportunity to comment on the Piggery Buffer Assessment. DEC has already provided comment on the proposal and has nothing much further to add other than the following general comment:

The proposal to reduce the buffer from 1000m to 700m, for which you now seek further DEC comment, on the information presented, looks reasonable, but must draw your attention to the fact that it relates to an EPA Guideline and I would suggest that any queries relating to this guideline and reducing any recommended buffer distances are directed to the EPA. DEC is generally not supportive of proposals that cannot meet EPA recommended buffer distances particularly where there is a high odour potential and concerned community. DEC advises that it has already been approached by a number of local residents with concerns regarding the location of the piggery (these residents were directed to the Shire to present their concerns)

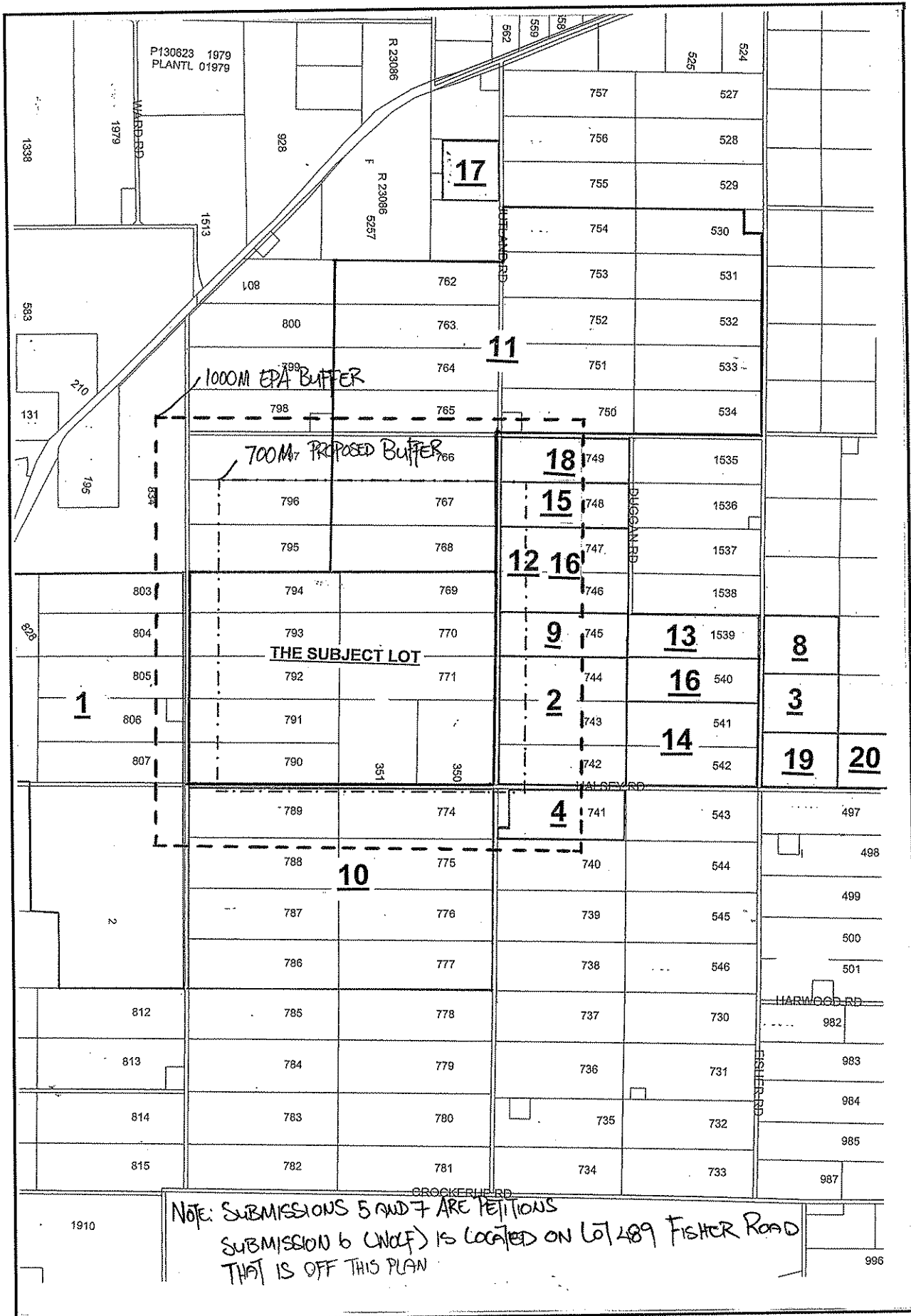
As the DEC Regional Leader responsible for assessing, approving and managing emissions from prescribed activities (such as intensive piggeries, composting facilities and feedlots) in the South Coast Region, I would certainly caution Council against approving any activity that cannot meet the EPA setback guidelines without first conducting extensive community consultation with all local and surrounding landowners and placing strict odour management conditions on the approval, that would enable the Shire to take swift meaningful action should odour complaints be received following commencement of operations. Odour is strongly influenced by weather and under certain conditions can still cause impacts even beyond the 1000m buffer

Please do not hesitate to contact me should you require any further information  
Caron Goodbourn  
Regional Leader- Industry Regulation  
Department of Environment and Conservation - South Coast Region  
Ph: (08) 9842 4568

 Please consider the environment before printing this email

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**EMAIL FROM THE DEPARTMENT OF  
ENVIRONMENT AND CONSERVATION**



# SUBMISSIONS LOCATION PLAN



Summary of Submissions  
 Lot 770 Halsey Road, Kendenup  
 Application for Planning Approval for Noxious Industry (Piggery)

#	Name	Submission	Comments
1.	Peter Slade Halsey Farm 31173 Albany Highway Mount Barker  (Lots 2, 50, 803-807, 824-826, 828, 1057, 2000 Halsey Road, Mount Barker)	No objection.	Noted.
2.	Joan Bath 8 Robe Place Armadale  (Lots 742, 743 and 744 Halsey Road, Mount Barker)	Objection: <ul style="list-style-type: none"> <li>• This proposal has considerable negative impact on the value of my adjoining property, and</li> <li>• The exclusion zone compromises 2/3 of the property.</li> </ul>	Noted - Existing house on lot 743 is located just within EPA 1,000m buffer area.
3.	Ken and Kim Flynn 70 June Road Safety Bay  (Lot 490 Fisher Road, Kendenup)	Objection: Property is 2.2kms from proposed piggery. <ul style="list-style-type: none"> <li>• Concerned for property values if the piggery is approved,</li> <li>• Concerned about the increase in road usage on Fisher Road, and</li> <li>• Odour and noise from the proposed piggery if in future we wish to build a house on our property.</li> </ul>	Noted – Property is approx 2.0km from piggery site location.
4.	Tanya Hudson RMB 376 Kendenup  (Lot 741 Halsey Road, Mount Barker)	Not opposed to the piggery but opposed to the fact that it impacts on our ability to build on our block as the buffer area encroaches on Lot 741. <ul style="list-style-type: none"> <li>• The buffer area impedes on the use and devalues the property.</li> </ul>	Noted - EPA 1,000m buffer area encroaches significantly on this lot.
5.	Petition	Petition to the Council to reject the proposal for the establishment of a piggery at Lot 770 Halsey Road on the grounds that: <ul style="list-style-type: none"> <li>• Adverse impacts of odour, noise and dust,</li> </ul>	Noted.

		<ul style="list-style-type: none"> <li>• Affect future building development or property usage on adjoining landholders due to EPA buffer area of 3.5km,</li> <li>• Halsey Road is a gravel road with road surface, visibility and vehicle clearance problems, and</li> <li>• Effluent runoff will adversely affect the Oyster Harbour Catchment. (15 signatures)</li> </ul>	
6.	<p>Kathleen Wolfe Shute Harbour Road Airlie Beach</p> <p>(Lots 1535 – 1537 Fisher Road, Mount Barker and leases lot 1538)</p>	<p>Objection.</p> <ul style="list-style-type: none"> <li>• Concerned about odour,</li> <li>• Concern about devaluation of investment properties, and</li> <li>• The area consists of small farm-lets and not large holdings.</li> </ul>	Noted – Properties are approx 1.3km to 1.6km from piggery site location.
7.	Petition	As per 5. (1 signature)	Noted.
8.	<p>Lynette Coleman and Paul Marshall 74 Langton Road Mount Barker</p> <p>(Lot 489 Fisher Road, Kendenup)</p>	<p>Objection.</p> <ul style="list-style-type: none"> <li>• Concerned about odour and noise,</li> <li>• Concerned about possible contamination of two nearby creeks due to surface runoff, and</li> <li>• Concerned about increase road usage on Halsey road and poor road condition of the road surface.</li> </ul>	Noted – Property is approx 2.0km from piggery site location.
9.	<p>Shane and Sherylle Baker 96 Duggan Road Mount Barker</p> <p>(Lot 745 Duggan Road, Mount Barker)</p>	<p>Objection. Property abuts the proposed site on its northern boundary and is approximately 450m from the proposed grow-out site and our house is approximately 700 metres from the proposed facility itself.</p> <ul style="list-style-type: none"> <li>• Concerned about odour and dust,</li> <li>• Concerned about noise and health risks,</li> <li>• Concerned about waste management and contamination of the natural creek systems,</li> <li>• Concerned about increase road usage and additional noise of vehicles,</li> <li>• Concerned about the devaluation of properties should a piggery be permitted on the neighbouring property, and</li> <li>• Concerned about lifestyle changes options, and captures views of the Stirlings, the Porongurups, Mount Barker, and surrounding pasture.</li> </ul>	<p>Noted.</p> <ol style="list-style-type: none"> <li>1. EPA 1,000m buffer area covers approx 65% of lot 745.</li> <li>2. Existing house on lot 745 is located just within EPA 1,000m buffer area.</li> </ol>

10.	<p>John and Kate van Wyke (Nicol) 22 Searle Road Ardross</p> <p>(Lot 774 Halsey Road, Mount Barker)</p>	<p>Objection.</p> <ul style="list-style-type: none"> <li>• Serious concerns that run-off from the proposed piggery could lead to contamination of Peerambup Creek, which is less than 2km south of the proposed site,</li> <li>• Serious concerns about the effect of dust, noise and odour on the amenity of our property, especially Lot 774,</li> <li>• We understand that if the piggery is approved, then the EPA will require a 1km exclusion zone to be established around the piggery site, such that no residential development can take place within that zone. A map showing the location of such a zone spreads over four lots of our property clearly shows the devastating effect this would have on how our land could be used,</li> <li>• Lot 774 is completely covered by the exclusion zone. It would not be possible for us or anyone else to build a house anywhere on this block,</li> <li>• The exclusion zone covers more than half of Lot 789, due to a creek and surrounding vegetation on the remainder of the property very little space is left to build a house,</li> <li>• Lot 788 is similarly affected,</li> <li>• Finally, the exclusion zone covers over 75% Lot 775, which imposes enormous and unacceptable limitations on where a house may be built on this block, and</li> <li>• We strongly believe that the imposition of such sever building restrictions on our property to suit the circumstances of a noxious industry located on a neighbour's property unfairly and illegally takes away a fundamental right of our property ownership – the right to build and live on and enjoy our land.</li> <li>• We ask that you protect our right by rejecting the submission to build the piggery as proposed.</li> </ul>	<p>Noted - EPA 1,000m completely covers lots 774 and 789.</p>
11.	<p>Jeff and Viv Taylor PO Box 258 Mount Barker</p> <p>(Lots 530-534, 750-754, 762-768 Jutland Road, Mount Barker)</p>	<p>Objection.</p> <ul style="list-style-type: none"> <li>• Located to the west of the proposal and Lots 765-768 come within the restricted building area, which devalues our property greatly.</li> </ul>	<p>Noted - EPA 1,000m completely covers lots 767, 767 and 768.</p>

12.	<p>Leanne Cluett 110 Spring Road Porongurup</p> <p>(Lot 746 and 747 Duggan Road, Mount Barker)</p>	<p>Objection.</p> <p>As an interested party in Lots 746, 747, 540 and 1539 I am against the proposal. Find such a development in such a picturesque location with many smaller lots surrounding it is a ludicrous idea.</p> <ul style="list-style-type: none"> <li>• For an area such as this where people are placing their homes for various reasons and to take in the views of the rolling hills, Stirlings and Porongurups, why would you want to place a piggery here with its noxious odours and sounds, and</li> <li>• Surely there are more appropriate places for such a development and not one near where people have or are going to establish a lifestyle for themselves.</li> </ul>	<p>Noted - EPA 1,000m buffer area covers approx 65% of lots 746 and 747.</p>
13.	<p>Raelene de Boer Lot 1539 Fisher Road Mount Barker</p> <p>(Lot 1539 Fisher Road, Mount Barker)</p>	<p>Objection.</p> <ul style="list-style-type: none"> <li>• Will stop my plans that I have in regards to future development of my property,</li> <li>• The odour from such a development can not be underestimated as we all know that as wind directions change the smell will be carried with it.</li> <li>• Due to the EPA restrictions imposed on land use within a 1km radius of the proposed piggery site this will result in the value of my property decreasing which is unacceptable,</li> <li>• There is also no guarantee that waste will not leak into the Narpanup Creek which runs through many of the properties on Duggan and Fisher Roads. On your maps you show this creek line as an un-constructed road, but it is a tributary to the Kalgan River which will contribute to increased nutrient levels in the Oyster Harbour catchment,</li> <li>• Future purchasers would be deterred by both the smell and the restriction on development imposed by the EPA from purchasing my property, and</li> <li>• The piggery is located among lots of land that have many titles on them. These can be developed into future lifestyle blocks. No one will purchase these now.</li> </ul>	<p>Noted – Property is approx 1.2km from piggery site location.</p>
14.	<p>Keith Ovans and Beatrice Inderbitzin 458 Fisher Road Mount Barker</p>	<p>Objection.</p> <ul style="list-style-type: none"> <li>• The depreciation of land values due to EPA restrictions on land within a 1km radius of the piggery site,</li> <li>• Noise, odour and dust pollution as we are directly north of the proposed</li> </ul>	<p>Noted – Properties are approx 1.3km from piggery site location.</p>

	(Lot 541 and 542 Fisher Road, Mount Barker)	<p>piggery and can see and hear traffic on Albany Highway which is 5.5km away to the south-west, this is the predominant wind direction most of the year,</p> <ul style="list-style-type: none"> <li>• The high risk of effluent pollution into the Oyster Harbour Catchment Area as the Narpanup Creek feeds into the Kalgan River. This creek passes through our southern boundary where we are endeavouring to establish a natural bushland wet area, and</li> <li>• The poor condition of Halsey Road to support extra and heavy traffic engendered by day to day activities associated with an intensive feed lot farming venture.</li> </ul>	
15.	<p>Jeff and Yvonne Noakes 24 Thistle Loop Karratha</p> <p>(Lot 748 Duggan Road, Mount Barker)</p>	<p>Objection.</p> <ul style="list-style-type: none"> <li>• We purchased our farm-let on Duggan Road with the idea of eventually building a home on this beautiful property with lovely views, quiet surrounding and a peaceful outlook,</li> <li>• Developments of this nature need to be off the main road an in a special area,</li> <li>• The environmental issued, the odour, the noise all factors that will effect us land owners, and</li> <li>• We bought in the area thinking it would be promoted as farming and a future wine area, a great place to live and make a new lifestyle. (also signed petition)</li> </ul>	Noted - EPA 1,000m buffer area covers approx 65% of lot 748.
16.	<p>Anne Myers Myers Investment Trust 48 Duggan Road, Mount Barker</p> <p>(Lot 746 and 747 Duggan Road and 540 Fisher Road, Mount Barker)</p>	<p>Objections.</p> <ul style="list-style-type: none"> <li>• It stops any future plans that we have in regards to future development on our properties,</li> <li>• The odour from such a development can not be underestimated as we all know that as wind directions change the smell will be carried with it,</li> <li>• Due to restrictions imposed by this development it will greatly de value our land,</li> <li>• There is no guarantee that waste will not leak into the creek at the back of our properties. On your maps you show this creek line as an un-constructed road, but it is a tributary to the Kalgan River when in flow and will contribute to the increased nutrient levels in the Oyster Harbour catchment.</li> <li>• If we decide to sell we know that any future purchasers would be deterred by</li> </ul>	<p>Noted</p> <ol style="list-style-type: none"> <li>1. EPA 1,000m buffer area covers approx 65% of lots 746 and 747.</li> <li>2. Existing house on lot 746 is located just within EPA1,000m buffer area.</li> <li>3. Lot 540 is approx</li> </ol>

		<p>both the smell and the restrictions on development imposed by the EPA. Therefore the property becomes unsellable,</p> <ul style="list-style-type: none"> <li>• The piggery is located among lots of land that have many titles on them. These can be developed into future lifestyle blocks. No one will purchase these now, and</li> <li>• In the piggery's proposal to council it states that the nearest neighbour is 970 metres to the north and that visually the closest neighbour is 1500 meters away. According to my calculations the house on lot 746 is 920 meters to the north/north west and the second house on lot 747 is one kilometre away. Visually, both houses can see the piggery from their locations.</li> <li>• In conclusion a piggery of this nature needs to be located away from such an area as this and should not be located here. It will clearly affect our investment and any future investment we have planed for these locations.</li> </ul>	1.2km from piggery site location.
17.	<p>Sam and Jeanette Gammon 56 Jutland Road Mount Barker</p> <p>(Lot 760 Jutland Road, Mount Barker)</p>	<p>Objection.</p> <ul style="list-style-type: none"> <li>• Have been advised by neighbours that the start up quantity will be 1,600 pigs and we feel that the smell associated with this, especially if the wind is blowing in the right direction, would be likely to devalue our property.</li> </ul>	Noted – Property is approx 2.3km from piggery site location.
18.	<p>Pamela and Gavin O'Neill 240 Jutland Road Mount Barker</p> <p>(Lot 749 Jutland Road, Mount Barker)</p>	<p>Objection.</p> <p>We wish it be noted that we have very strong objections to the proposal for an intensive piggery to be built in this area. We purchased our property with the idea of a peaceful lifestyle, living in clean fresh country air. With a piggery being built so close to so many residences it will always cause problems not only with the smell but also the road would not be adequate for the amount of traffic the would ensue from such a production. The waste from it would contaminate the water way that runs through our lands. Not to mention the de-valuation of our property should we decide to sell as we certainly would not want to buy a property in such close proximity to a piggery.</p> <p>We hope that you take the local residences thoughts and opinions seriously as your decision will affect our lives in one way or another.</p>	Noted - EPA 1,000m buffer area covers approx 65% of lot 749.
19.	July and Robert Leahy	Objection.	Noted – Property is approx

<p>573 Halsey Road Kendenup</p> <p>(Lot 469 Fisher Road, Kendenup)</p>	<p>Our property is 2.2km due north of the proposed site on the junction of Halsey and Fisher Roads.</p> <ul style="list-style-type: none"> <li>• Our line of sight south is directly across the Narpund Creek valley to the Heckler/McPharlin property.</li> <li>• This area consists of small individually titles lots of between 30 and 60 acres being part of the De Garis subdivision.</li> <li>• Our primary objections to this piggery being established are: <ol style="list-style-type: none"> <li>1. Odour, noise and dust,</li> <li>2. We would anticipate that there would be an increase in the fly population in association with the composting of raw waste,</li> <li>3. Surface compaction may lead to greater runoff, turbidity of streams and an increased loss of nutrients to waterways,</li> <li>4. One of the reasons we live in this area is because of health issues associated with allergens and chemical sensitivity. This proposed piggery could contribute to an increase in ill health due to airborne pathogens,</li> <li>5. Road Usage - Halsey Road is a secondary, gravel road which has three creek crossings and several salt patches along its length, all of which rapidly break-up in wet weather. At present Halsey Road carries many light domestic traffic. During seeding and harvest there are occasional heavy haulage vehicles using the road. Invariably the road is badly corrugated during summer and it is only possible to pass oncoming traffic at very low speed and on the occasion that large vehicles are using the road it is necessary to pull off the road altogether until they pass. The creeks are not wide enough to allow vehicles to pass,</li> <li>6. Contamination: in spite of assurances that ripping will be done to contain faecal runoff we have concerns about runoff and seepage into two already compromised creek systems which bound the north and south sides of the proposed site,</li> <li>7. Land Values - Should the proposed piggery on Halsey Road proceed land values in the whole of the area could be affected, and those properties closest to this development could be very difficult to sell.</li> </ol> </li> </ul>	<p>2.2km from piggery site location.</p>
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		8. Mr McPharlin does not have adequate land to provide the recommended buffer on his own land and the buffer zone encroaches on 21 titled lots outside his own property perimeter.	
20.	Wendy McCarty and Fred Spengler 575 Halsey Road Kendenup  (Lot 495 Halsey Road, Kendenup)	Objection. We as ratepayers who work away, rarely read the local rag were disgusted that people living within a close radius (we live 2.5km away) were not informed by mail. At least this way we would have a chance to have a say. We found out from a neighbour. Is our understanding that the zoning may change in the area too? What about the road? Will it be upgraded? Will the very dangerous access to Halsey Road from Albany Highway be upgraded? How will the effluent and runoff be managed? These are all very important issues that need to be addressed.	Noted – Property is approx 2.5km from piggery site location.
21.	Environmental Protection Authority	A primary role of the Office of the EPA is to facilitate and coordinate the undertaking of environmental impact assessment for the Environment Protection Authority (EPA) under Part IV of the <i>Environmental Protection Act 1986</i> (the Act). To assist this process, the EPA requires information about the proposal and its likely environmental impacts. The EPA has prepared a referral form that assists proponents to judge whether a proposal should be referred to the EPA under Section 38 of the Act. If referral is appropriate, the form also identifies relevant information that needs to be provided to allow the EPA to make the decision about whether formal environmental impact assessment is necessary. On the basis of the information you have provided, the Office of the EPA is unable to determine if you are referring the proposal to the EPA under Section 38 of the Act. If it is your intention to refer the proposal, please provide the information requested in the referral form and include in any correspondence our reference information noted above. If it was not our intention to submit a referral to the EPA, or if you intend to do so later, you may wish to seek environmental advice on the environmental values and/or types of environmental conditions that can be applied to the development.	Noted.



		In the first instance, it would be appropriate to contact the relevant regional office of the Department of Environment and Conservation.	
22.	Department of Water	The DoW has considered the proposal and recommends this proposed development is carried out inline with the DoW document: <i>Environmental guidelines for new and existing piggeries</i> (2000).	Noted.
23.	Department of Environment and Conservation	<p>No objections.</p> <p>As the proposed development is an extensive (outdoor) piggery, it is not considered to be a prescribed activity and thus is not subject to licence approval by DEC. However, the EPA has guidelines for the management of these types of developments. <i>Guidance for the Assessment of Environmental Factors No. 3 – Separation distances between industries and sensitive land uses</i>, recommends that a buffer distance of 1,000m be established to minimise the effects of odour and dust of the piggery enterprise on adjacent residents. The guidance document considers a wide range of land uses within the definition of industrial, including piggeries, both intensive and extensive. Additionally, the piggery should operate within the <i>Environmental guidelines for new and existing piggeries</i> Department of Agriculture Bulletin 4416, March 2000.</p> <p>DEC has reviewed the application in terms of the available information and evaluation of desk-top information. Additional issues may apply. It is expected that the decision-making authority will make enquiries sufficient to allow sound decision-making consistent with environmental planning policies and guidelines for Western Australia published by WAPC, EPA, DEC and other agencies with responsibilities in environmental protection.</p>	Noted – Reminder of EPA 1,000m buffer area.
24.	Water Corporation	It is noted that the developer intends to be self sufficient with respect to the provision of a water supply. Even so, the applicant should be advised that a reticulated water service from the Water Corporation's network is not available to this development.	Noted.
25.	Fire and Emergency Services	<p>Perusal of the documentation reveals that the farm already has an existing fire plan which will carry over to the proposed piggery site.</p> <p>On a related issue, it has been my experience that sometimes there are problems with establishments such as that proposed when it comes to Harvest and Vehicle Movement Bans and or Total Fire Bans (TFB's). Clearly there may be a need for</p>	Noted.

		vehicle movements around the property during hot weather for the purposes of feeding and watering of livestock and this may coincide with the imposition of Harvest and Vehicle Movement Bans or Total Fire Bans. To that end, I recommend that the proposed Piggery makes application to the Shire in order to become a Registered Site so that it can continue operations during Harvest and Vehicle Movement Bans. Moreover it will also need to seek an exemption in accordance with Section 22C of the Bush Fires Act for operations during TFBs.	
26.	Department of Agriculture and Food	No objection. Any nutrient export to the Kalgan River needs to be managed.	Noted.

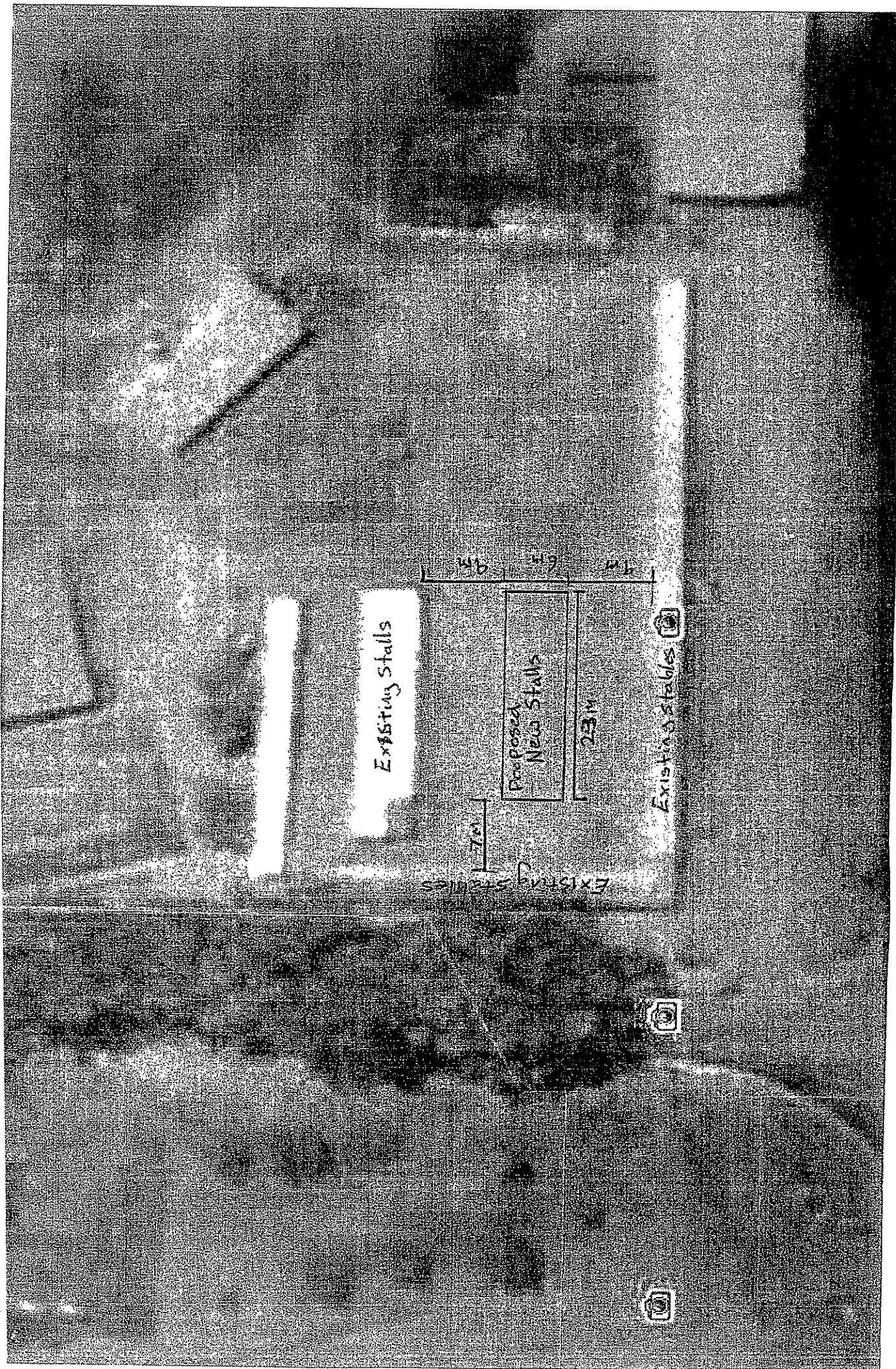
## Council

Portion of Reserve 1790 McDonald Avenue, Mount  
Barker - Proposed Horse Stables at Frost Park

Location Plan  
Site Plan  
Extract Precinct Plan  
Floor Plan and Elevation

Meeting Date: 17 August 2010

Number of Pages: 5



SITE PLAN SCALE 1/500

PLANTAGENET SHEDS & STEEL  
 PROPOSED HORSE STALLS  
 FROST PARK MT BARKER 6324 WA



LOCATION OF  
PROPOSED  
STABLES

40

car  
bays

40 overflow bays

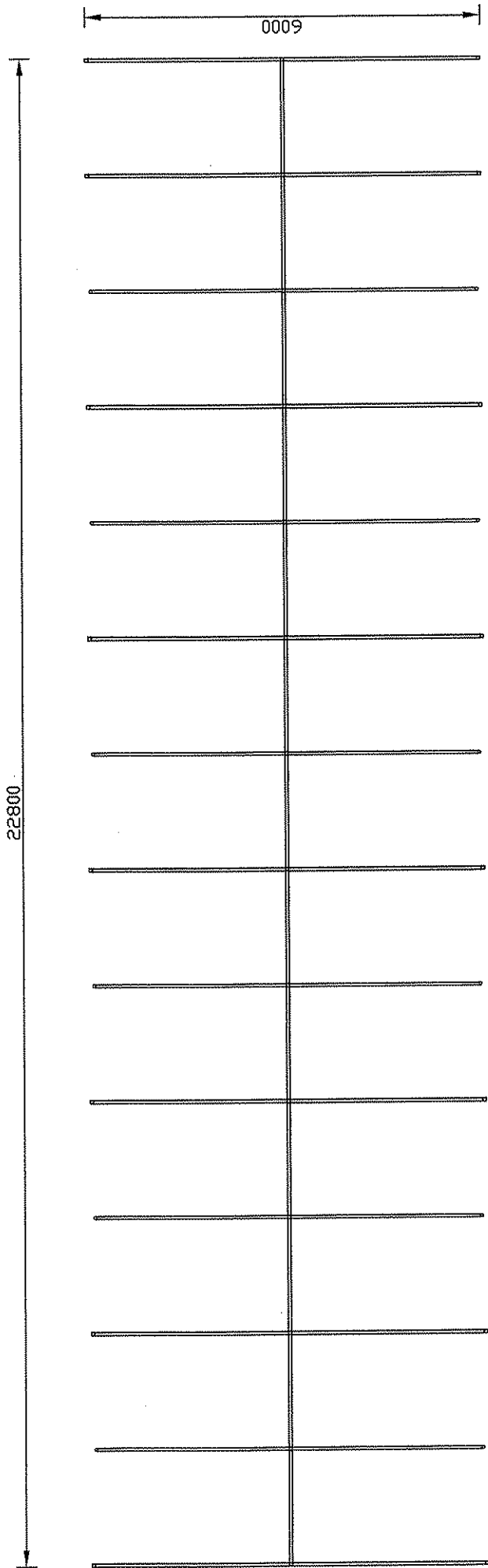
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MCDONNELL AVENUE

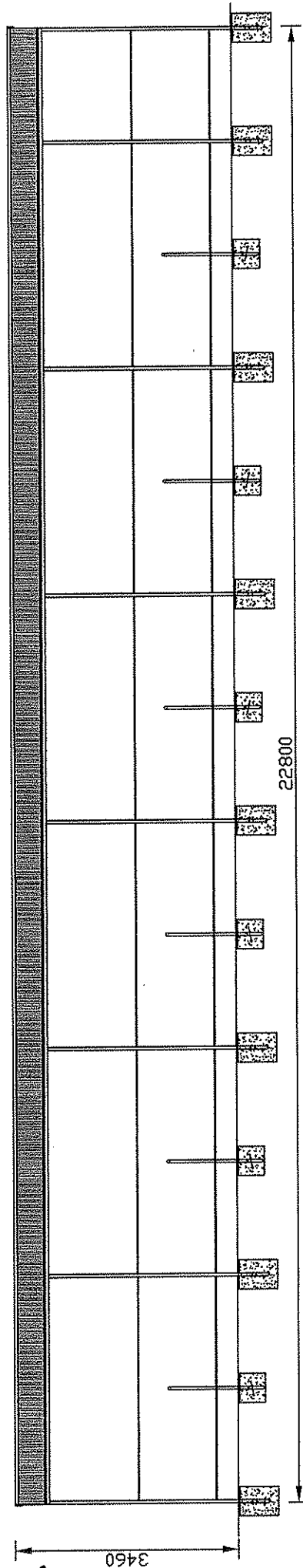
FUTURE  
PARKLAND

EQUINE FACILITY UPGRADE.  
SUBSTANTIAL ADDITIONAL STABLE  
CONSTRUCTION, WASHDOWN BAYS, ADDITION OF  
ROLL YARD LOCATED OUT OF SIGHT FROM RACE  
TRACK.

FROST & SOUNNESS PARKS – PRECINCT DEVELOPMENT PLAN  
(EXTRACT)



FLOOR PLAN



NORTH & SOUTH ELEVATION

**FLOOR PLAN + ELEVATION**

SCALE 1/90

**PLANTAGENET SHEDS & STEEL**  
 PROPOSED HORSE STALLS  
 FROST PARK MT BARKER 6324 VA

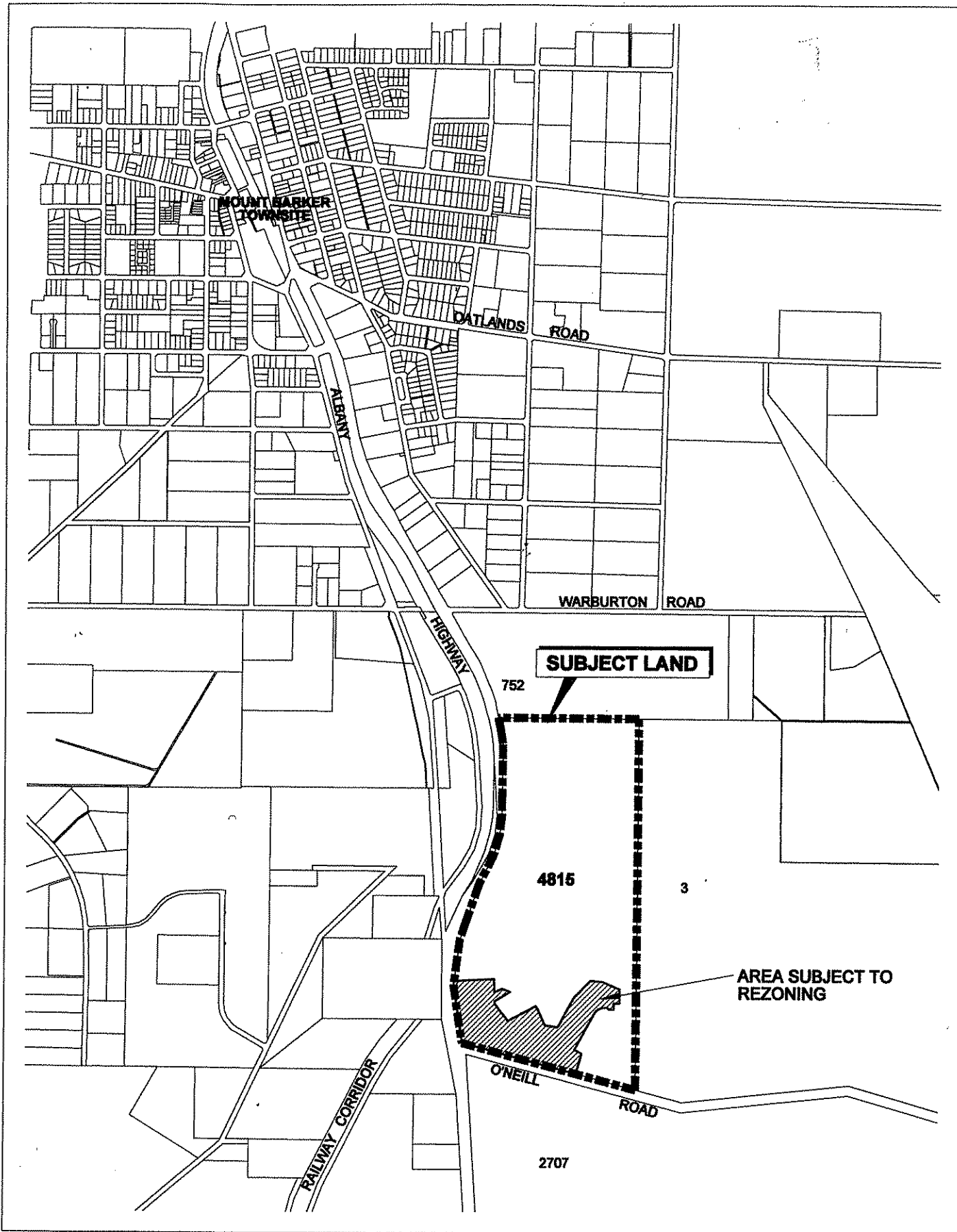
## Council

Town Planning Scheme No. 3 - Amendment No. 57 -  
Portion of Lot 4815 O'Neill Road, Mount Barker -  
Revised Amendment

Location Plan  
2008 Subdivision Guide Plan  
2008 Subdivision Guide Plan with Modifications  
August 2010 Proposal  
August 2010 Subdivision Guide Plan  
Town Planning Scheme No. 3 – Amendment No. 57 –  
Full Document (separate attachment)

Meeting Date: 17 August 2010

Number of Pages : 6



**LEGEND**

▬▬▬▬ Subject Site



**FIGURE 1**

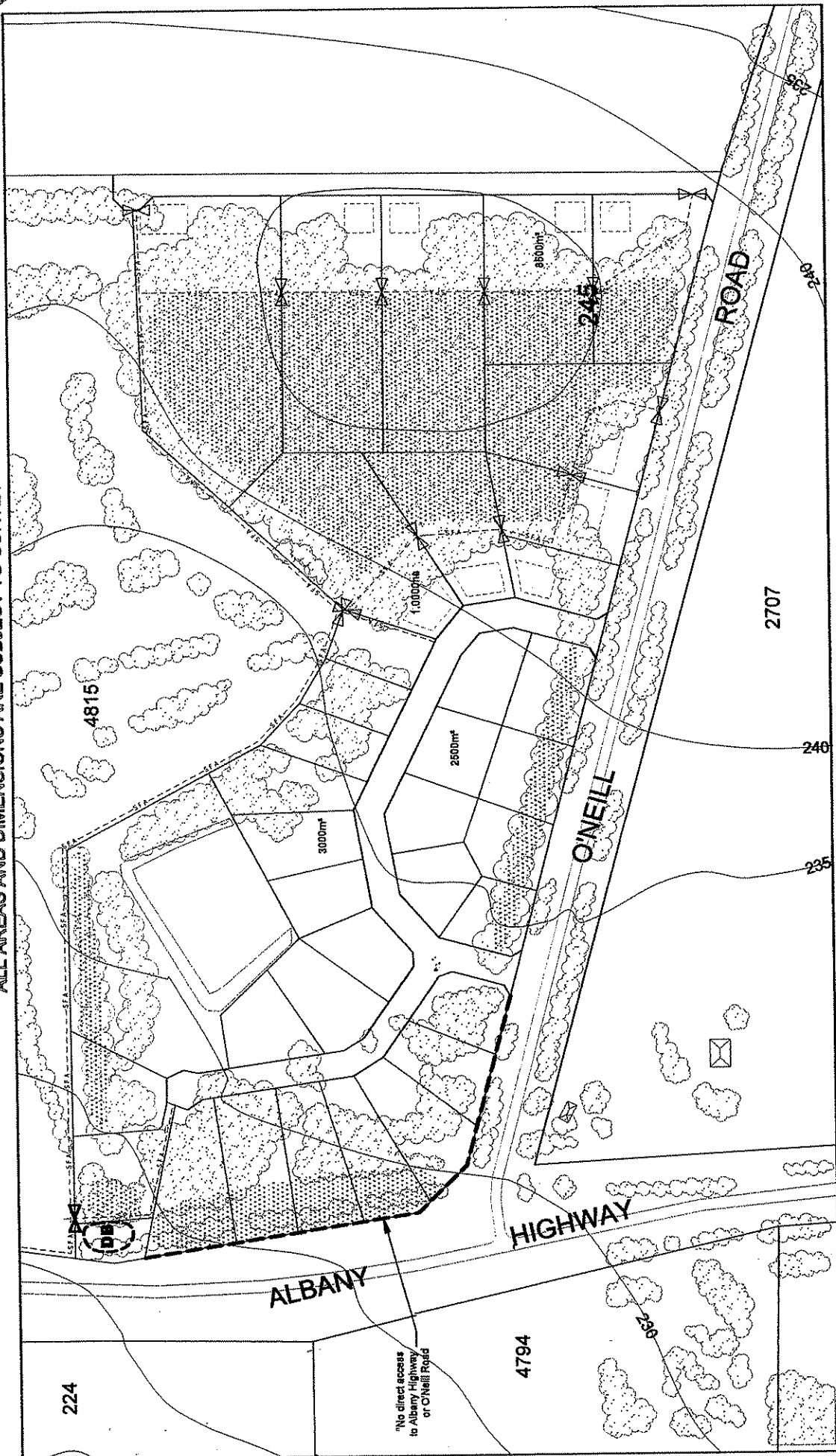
**LOCATION PLAN**

LOT 4815 CNR ALBANY HIGHWAY & O'NEILL ROAD, MOUNT BARKER





ALL AREAS AND DIMENSIONS ARE SUBJECT TO SURVEY



**LEGEND**

- Existing Vegetation
- Development Exclusion Area/
- Landscape Protection
- Indicative Building Envelopes
- Indicative Detention Basin
- Unlocked Fire Gate Required
- Unlocked Fire Gate (to be provided if fence is erected)
- Strategic Fire Access

**SUBDIVISION GUIDE PLAN**

Pt Lot 4815 cnr  
Albany Highway and O'Neill Road  
Shire of Plantagenet

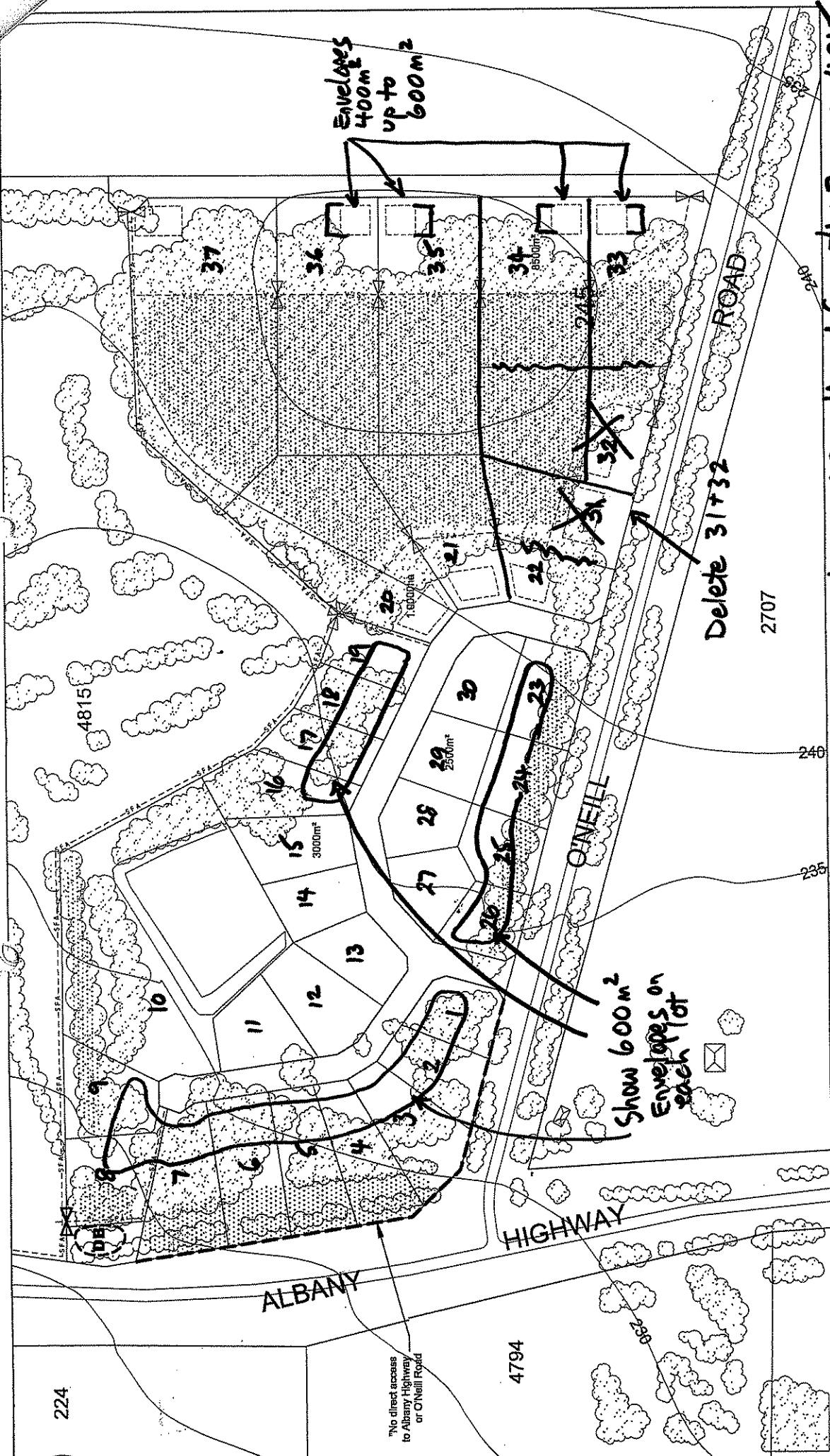


**Ayton Taylor Burrell**  
Consultants in Urban & Regional Planning  
11 Duna St. Albany, Western Australia 6170  
Phone: (08) 9942 2304 Fax: (08) 9942 1340

SCALE 1:2500  
ORIG A3  
06-67-5676  
SEPTEMBER 09

**2008 SUBDIVISION GUIDE PLAN**

ALL AREAS AND DIMENSIONS ARE SUBJECT TO SURVEY



**LEGEND**

- Existing Vegetation
- Development Exclusion Areal
- Landscape Protection
- Indicative Building Envelopes
- Indicative Detention Basin
- Unlocked Fire Gate Required
- Unlocked Fire Gate (to be provided if fence is erected)
- Strategic Fire Access

*Infill Planting*

**SUBDIVISION GUIDE PLAN**

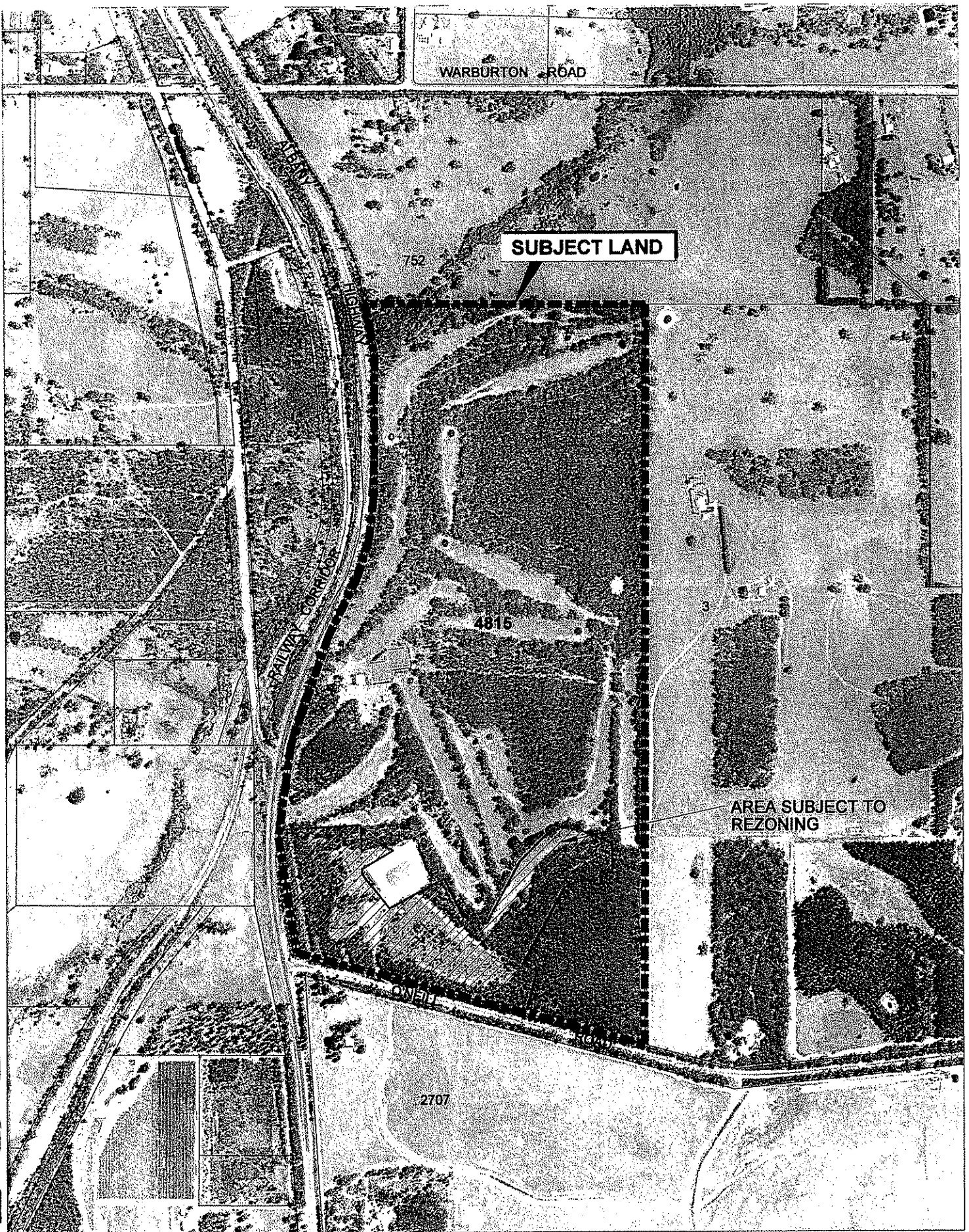
Pt Lot 4815 cnr  
 Albany Highway and O'Neill Road  
 Shire of Plantagenet



Aytton Taylor Burrell  
 11 Douglas Street, Perth, Western Australia 6000  
 Phone: (08) 9342 2291 Fax: (08) 9342 1240

**2008 SUBDIVISION GUIDE PLAN WITH MODIFICATIONS**

10/08



**LEGEND**

----- Subject Site

**FIGURE 2**

**AERIAL PHOTOGRAPH**

LOT 4815 CNR ALBANY HIGHWAY & O'NEILL ROAD, MOUNT BARKER

*AUGUST 2010 PROPOSAL*



0 100 200 300 400 500m

1:10,000@A4  
Source: Landgate

11401-5-002  
Checked: NT





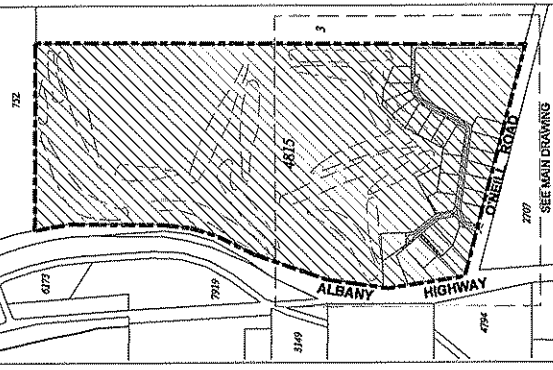
**SUBDIVISION GUIDE PLAN  
AMENDMENT No. 57 TO  
SHIRE OF PLANTAGENET  
TOWN PLANNING SCHEME No. 3**

LOT 4815 CNR ALBANY HIGHWAY &  
O'NEILL ROAD, MOUNT BARKER

**LEGEND**

- Guide Plan Boundary
- Strategic Firebreak
- Proposed Building Envelope
- Drainage Basin
- Bushland Protection Area

**SITE**

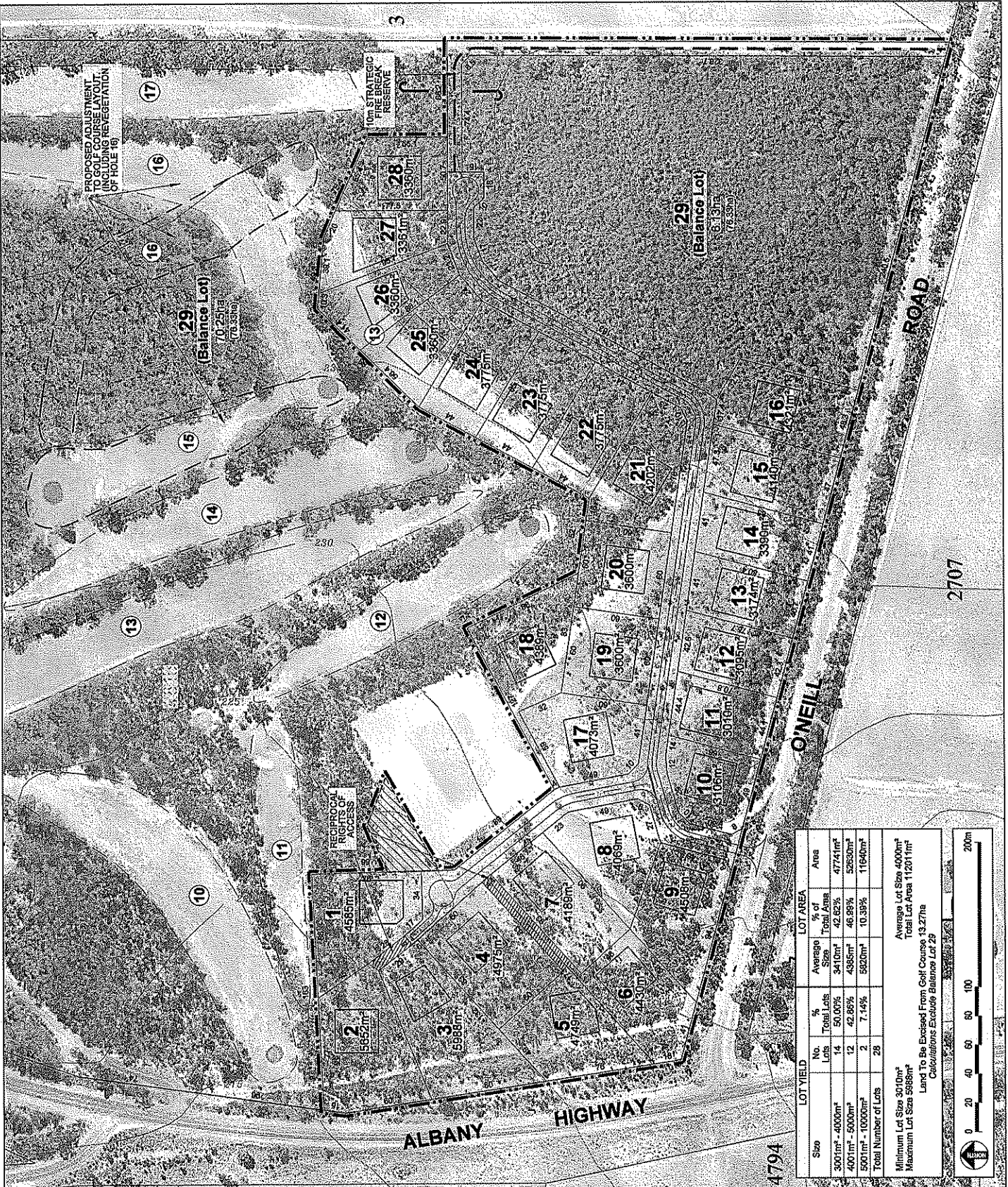


CLIENT : ALTA PROPERTY GROUP Pty Ltd.  
SCALE : 1:2,500 @ A3  
DATE : 15 JUNE 2010  
PLAN No : 11401-4-001  
REVISION : C  
PLANNER : P.G.  
DRAWN : S.L.  
CHECKED : M.H.

Base data supplied by Landgate  
Aerial Photography dated January 2007, accuracy +/- 4m, Projection MGA, Zone 50  
Areas and dimensions shown are subject to final survey calculations.  
All contours are shown for illustrative purposes only and are subject to standard engineering design.

**RPS**  
RPS Environment and Planning Pty Ltd  
PO Box 749 Bussellton WA 6250  
Unit 1/6 Prince Street  
Bussellton WA 6250  
T +61 8 9754 2888  
F +61 8 9754 2889  
W rpsgroup.com.au

**FIGURE 1**



LOT AREA		LOT AREA	
Size	No. of Lots	Average Size	% of Area
3001m² - 4000m²	14	3410m²	42.82%
4001m² - 5000m²	12	4385m²	46.99%
5001m² - 10000m²	2	5820m²	10.39%
<b>Total Number of Lots</b>	<b>28</b>		

Minimum Lot Size 3010m²	Average Lot Size 4000m²
Maximum Lot Size 5988m²	Total Lot Area 112011m²
Land To Be Excised From Golf Course 13,27ha	
Calculations Exclude Balance Lot 29	

**AUGUST 2010 SUBDIVISION GUIDE PLAN**

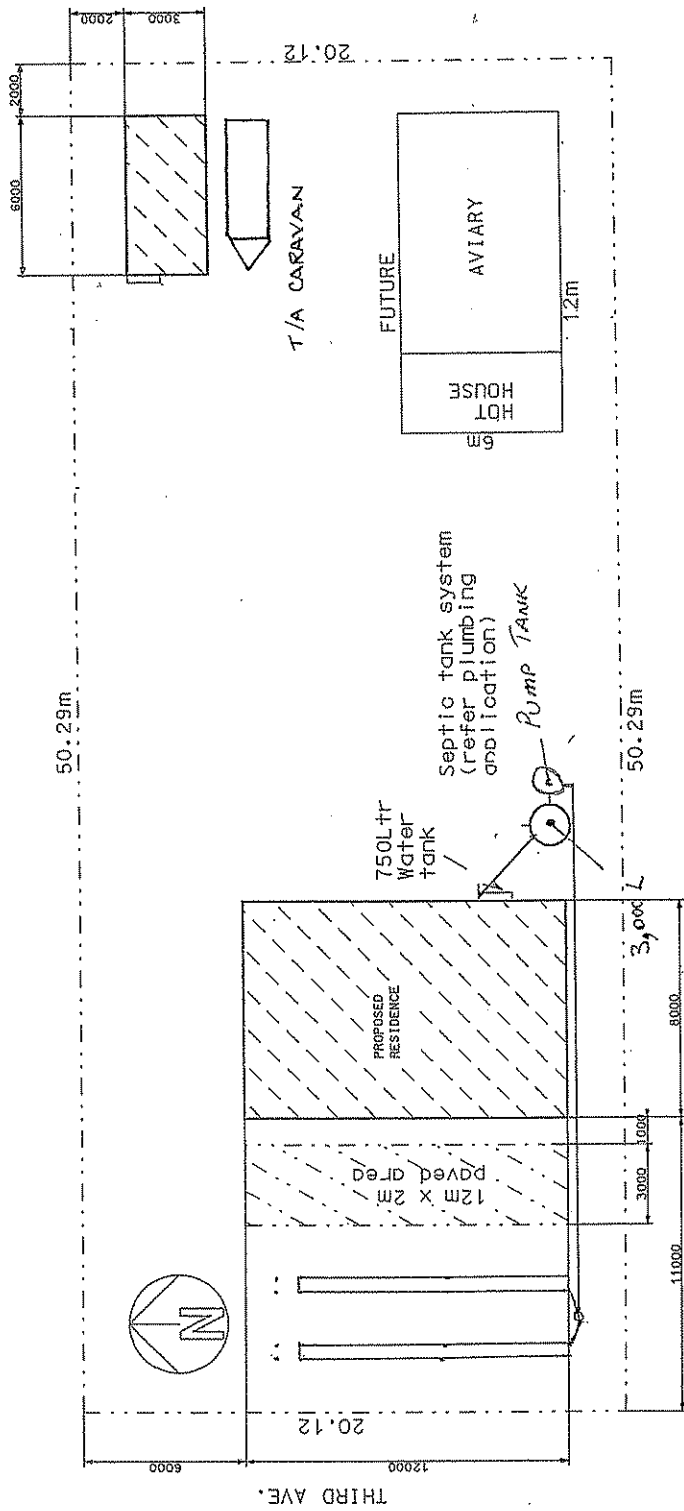
Council

Lot 337 Third Avenue, Kendenup - Application for  
Temporary Accommodation

Location Plan  
Site Plan

Meeting Date: 17 August 2010

Number of Pages: 3



ShedCo :- www.shedco.com.au Tel. 1300 131 147

SITE PLAN

Mr. Darren Brindley  
 Lot 337 Third Ave.  
 KENDENUP WA 6323

REV A

SHEET 1

SCALE 1:200	DRN J.E.M.	ENG
DATE 20/03/08	CHK	CHK
	APPD	APPD

J.E. & B.M. MILLER  
 70, Everingham St. Carine 6020  
 Tel (08) 9447 7579  
 email: hampston@inet.net

PENNIFOLD ST

P ROAD

P004819 437	P004819 436	P004819 329	P004819 328	P004819 207
P004819 438	P004819 435	P004819 330	P004819 327	P004819 208
P004819 439	P004819 434	P004819 331	P004819 326	P004819 209
P004819 440	P004819 433	P004819 332	P004819 325	P004819 210
P004819 441	P004819 432	P004819 333	P004819 324	P004819 211
P004819 442	P004819 431	P004819 334	P004819 323	P004819 212
P004819 443	PLANTL 06194 P004819 6194	P004819 335	PLANTL 06193 P004819 6193	P004819 213
P004819 444	P004819 429	P004819 336	P004819 321	P004819 214
P052002 202	P004819 428	<b>337</b>	P004819 320	D089719 1
	P004819 427	P004819 338	P004819 319	

P ROAD

THIRD AVE

P ROAD

SECOND AVE

NEWMAN ST

SUBJECT LOT

P004819 447	P035187 106		PLANTL 06427 P004819 6427
P004819 448			P004819 218
P049836 100	P004819 424		P004819 219
	P004819 423	P004819 965	P004819 220
P004819 451	P004819 422		P004819 221
P004819 452	P004819 421		P004819 222
D087798 1	P004819 420		P004819 223

P ROAD

P ROAD

Council

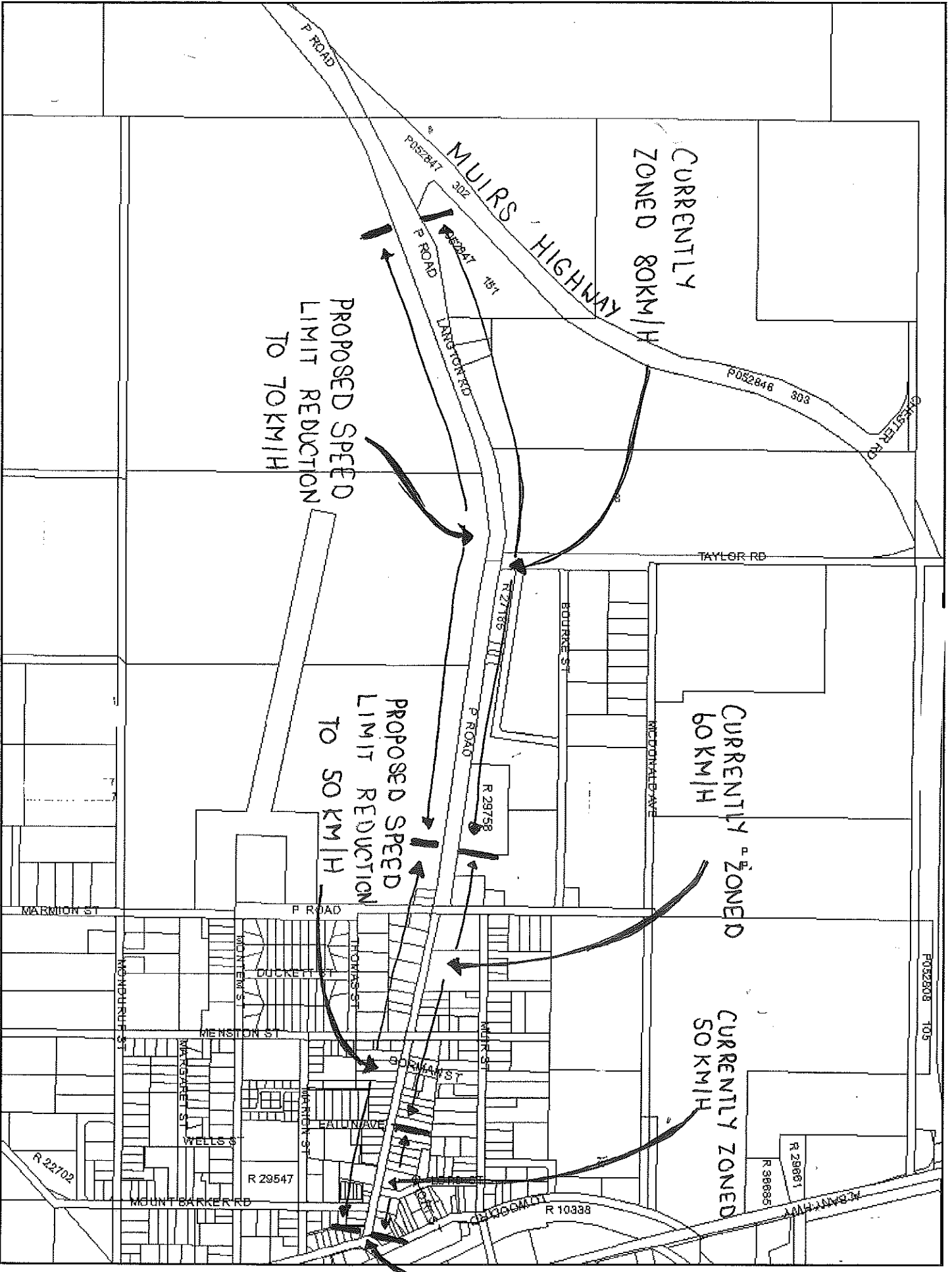
Langton Road, Mount Barker – Speed Limit Reduction

Map

Meeting Date: 17 August 2010

Number of Pages: 2





MAP

LONNOOD ROAD

## Council

List of Accounts – July 2010

List of Accounts

Meeting Date: 17 August 2010

Number of Pages: 8

Schedule of Accounts for the Month of July  
for the Council Meeting held 17 August 2010

<b>Cheque No.</b>	<b>Chq Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
41224	05/07/2010	Department of Transport	Shire Vehicle Registrations - 2010/2011	\$10,866.50
41225	05/07/2010	Trust - Middleward Bush Fire Brigade	EOY Interest Transfer to Trust	\$67.05
41226	15/07/2010	Albany Stationers	Bulk Paper Order 2010/2011	\$3,582.70
41227	15/07/2010	Aust. Institute of Building Surveyors	Australian Building Surveyor Magazine Subscription 2010/2011	\$55.00
41228	15/07/2010	BP Roadhouse - Mount Barker	Fuel - Narpyn & Perillup Bush Fire Brigades (Funded by ESL)	\$322.30
41229	15/07/2010	Great Eastern Motor Lodge	Accommodation - A Buchanan - Recovery M'gmt Course	\$779.00
41230	15/07/2010	Highway Wreckers	Hand Brake Handle - Holden Rodeo	\$50.00
41231	15/07/2010	Shared Services Centre	Recovery of Lost Book - Rocky Gully Library	\$28.60
41232	15/07/2010	Shire of Kojonup	Contribution to Shared Asset Management Technical Officer Position - 6 Months	\$9,350.00
41233	15/07/2010	Southway Distributors	Kiosk Supplies - Rec Centre	\$188.73
41234	15/07/2010	St John Ambulance - Mt Barker Sub Centre	Restocking First Aid Kits at Depot, Saleyards. Library & Rec Centre	\$1,054.72
41235	15/07/2010	Telstra	Telstra Account - Various Centres	\$1,889.11
41236	15/07/2010	Water Corporation	Annual Service Fee - Various Centres	\$5,306.60
41237	15/07/2010	AMP Flexible Lifetime Super	Staff Superannuation Payment	\$288.39
41238	15/07/2010	Australia Choice Super	Staff Superannuation Payment	\$83.30
41239	15/07/2010	Australian Primary Superannuation Fund	Staff Superannuation Payment	\$56.47
41240	15/07/2010	Australian Services Union (ASU)	Staff Union Payment	\$78.80
41241	15/07/2010	AXA Australia	Staff Superannuation Payment	\$198.47
41242	15/07/2010	BTB Business Super	Staff Superannuation Payment	\$207.66
41243	15/07/2010	Colonial First State	Staff Superannuation Payment	\$146.01
41244	15/07/2010	Employee Retirement Plan MLC	Staff Superannuation Payment	\$184.54
41245	15/07/2010	Hesta Superannuation Fund	Staff Superannuation Payment	\$354.25
41246	15/07/2010	Host Plus Pty Ltd	Staff Superannuation Payment	\$123.78
41247	15/07/2010	LGRCEU	Staff Union Payment	\$17.40
41248	15/07/2010	Retail Employees Superannuation Trust	Staff Superannuation Payment	\$210.60
41249	15/07/2010	S.E.R.F	Staff Superannuation Payment	\$193.38
41250	15/07/2010	Workers Fund - Outside Staff	Staff Social Club Payment	\$135.00
41251	15/07/2010	Kelvin Ridgway	Council Contribution to Crossover	\$200.00
41252	15/07/2010	BRB	BRB Levy for June 2010	\$379.50
41253	15/07/2010	BCITF	BCITF Levy for June 2010	\$1,203.80
41254	15/07/2010	Trevor Krajicek	Council Contribution to Crossover	\$150.00
41255	15/07/2010	Evergreen Farming	Return of Bond - District Hall - 29 June 2010	\$500.00
41256	15/07/2010	Cash	Petty Cash Top-Up - Rec Centre	\$100.00
41257	15/07/2010		***CANCELLED***	\$0.00
41258	19/07/2010	Cash	Petty Cash Recoup - Admin Office	\$188.80

Schedule of Accounts for the Month of July  
for the Council Meeting held 17 August 2010

41259	19/07/2010	Cash	Petty Cash Recoup - Rec Centre	\$120.95
41260	29/07/2010	Michael Barnsley	Purchase of 5300m3 of Gravel	\$5,300.00
41261	29/07/2010	Great Southern District Display	Financial Assistance Grant 2010/2011	\$400.00
41262	29/07/2010	NR & MK Hill	Purchase of 384m3 of Sand	\$422.40
41263	29/07/2010	Plantagenet Medical Group	Pre-Employment Medical - S Berry	\$110.00
41264	29/07/2010	Plantagenet Village Homes	Financial Assistance Grant 2010/2011	\$33,000.00
41265	29/07/2010	Records Management Association of Australia	Membership 2010-2011	\$285.00
41266	29/07/2010	Rocky Gully CWA	Room Hire for Rocky Gully Library Services 2010/2011	\$550.00
41267	29/07/2010	Telstra	Telstra Accounts - Mobiles & Various	\$1,495.63
41268	29/07/2010	D & K Harris	Rates Overpayment Refund	\$1,036.17
41269	29/07/2010	David Burcham	Reimbursement for Travel Expenses for Chief Bush Fire Control Officer related meetings (Funded by ESL)	\$1,110.00
41270	29/07/2010	Zurich Australia Insurance	Insurance Excess PL09 (Recoverable)	\$1,000.00
41271	29/07/2010	Peter Duncan	Reimbursement for Accommodation & Parking - DOP & WALGA Meetings	\$276.30
41272	29/07/2010	Scott Sedgwick	Return of Bond - Frost Pavillion - 16 July 2010	\$500.00
41273	29/07/2010	Great Southern Aboriginal Health	Return of Bond - District Hall - 13 & 14 July 2010	\$300.00
41274	29/07/2010	Shire of Plantagenet	Rates Payment of Assessment 121392 & 121905 - FAGS Grant to Plantagenet Village Homes 2010/2011	\$2,800.00
41275	29/07/2010	Shire of Plantagenet	Rates Payment of Assessment 118455 - FAGS Grant to Historical Society 2010/2011	\$190.00
41276	29/07/2010	Shire of Plantagenet	Rates Payment of Assessment 131268 - Saleyards	\$1,658.35
41277	29/07/2010	Australia Choice Super	Staff Superannuation Payment	\$83.30
41278	29/07/2010	Australian Primary Superannuation Fund	Staff Superannuation Payment	\$24.83
41279	29/07/2010	Australian Services Union (ASU)	Staff Union Payment	\$78.80
41280	29/07/2010	AXA Australia	Staff Superannuation Payment	\$186.32
41281	29/07/2010	BTB Business Super	Staff Superannuation Payment	\$207.66
41282	29/07/2010	Colonial First State	Staff Superannuation Payment	\$80.69
41283	29/07/2010	Employee Retirement Plan MLC	Staff Superannuation Payment	\$184.54
41284	29/07/2010	Hesta Superannuation Fund	Staff Superannuation Payment	\$363.18
41285	29/07/2010	Host Plus Pty Ltd	Staff Superannuation Payment	\$108.31
41286	29/07/2010	LGRCEU	Staff Union Payment	\$17.40
41287	29/07/2010	Retail Employees Superannuation Trust	Staff Superannuation Payment	\$214.37
41288	29/07/2010	S.E.R.F	Staff Superannuation Payment	\$333.18
41289	29/07/2010	Workers Fund - Outside Staff	Staff Social Club Payment	\$120.00
41290	31/07/2010	Australian Taxation Office	GST - July 2010	\$2,796.03
41291	31/07/2010	Australian Taxation Office	BAS - July 2010	\$49,710.97
02000215	12/07/2010	Lease Choice	Photocopier Lease - Admin Office	\$348.70

Schedule of Accounts for the Month of July  
for the Council Meeting held 17 August 2010

05000213	08/07/2010	Westnet Pty Ltd	Internet Connection - Various Centres	\$359.62
05000214	08/07/2010	Westnet Pty Ltd	Internet Connection - Admin Office	\$48.71
05000216	26/07/2010	Corporate Charge Card	Creativity & Innovation Breakfast Seminar - R Stewart / Great Southern City Business Breakfast - R Stewart & P Duncan / Purchase of the 'Creative Formula' Book - Corporate Library / Senior Staff Farewell for Kaye Skinner - Wing Hing Restaurant	\$568.75
156.100	15/07/2010	Australia Post - Mount Barker	Postage Charges - June 2010	\$1,249.37
156.1003	15/07/2010	Auto Control Doors	Supply & Installation of Automatic Sliding Doors - Medical Centre	\$4,290.00
156.1019	15/07/2010	Kurraca Pty Ltd	Spraying of Black Berry Weed on Spring Road & Six Penny Road, Porongurup	\$684.20
156.1022	15/07/2010	All-In Bricklaying	Purchase of 2004 Kanga 524 with Attachments & Trailer	\$15,000.00
156.1023	15/07/2010	Road Signs Australia	Royalties for Regions Signs	\$715.00
156.1024	15/07/2010	Meat & Livestock Australia Limited	NLRS Saleyard Market Reporting - June 2010	\$660.00
156.107	15/07/2010	Best Office Systems	Toner Cartridge - Front Counter Printer / Photocopier Repairs - MP6000	\$207.00
156.114	15/07/2010	BT Equipment Pty Ltd	Shaft Axle, Seal Ring & Planetary Housing Assy - Bomag Vibrating Roller	\$13,481.34
156.120	15/07/2010	Burgess Rawson	Water & Sewerage Rates - Railway Building	\$700.65
156.13	15/07/2010	Fire & Emergency Services Authority	June 2010 ESL Payment	\$637.65
156.136	15/07/2010	GT & JF Couper	Gravel Pushing - South Stirlings	\$14,439.70
156.138	15/07/2010	Courier Australia	Courier Fees	\$67.70
156.14	15/07/2010	Plantagenet Sheds & Steel	Progress Payment - Mt Barker Community Centre (Grant Funded); Steel - Vehicle Repairs	\$164,990.25
156.156	15/07/2010	Great Southern Group Training	Apprentice Mechanic Wages - M Powell	\$1,279.92
156.16	15/07/2010	Pre-emptive Strike	Hosting of Website - July to September 2010	\$297.00
156.162	15/07/2010	Hanson Construction Materials	Blue Metal - New Cemetery	\$238.11
156.167	15/07/2010	Healy & Sons	Purchase of 1m3 of Coarse Sand	\$50.00
156.168	15/07/2010	JR & A Hersey	Blue Line Marking Paint, Yard Broom, Electrical Tape, Heavy Duty Pruners & Shovels	\$992.72
156.171	15/07/2010	IT Vision	Annual Licence Fees - Synergysoft Software	\$5,797.00
156.172	15/07/2010	Jason Signmakers	Hambley Street Name Sign & Brackets	\$224.40
156.173	15/07/2010	JH Wills	Secretarial Services - Feral Pig Group	\$192.50
156.178	15/07/2010	Landgate - Western Australian Land	Interim GRV Valuations & Rural UV Valuations	\$792.93
156.191	15/07/2010	Lorlaine Distributors	Paper Towels - Rec Centre	\$108.65
156.202	15/07/2010	Mount Barker Auto Electrics Pty Ltd	Repairs to Kendenup BFB Truck (Fgunded by ESL) / Replace Headlight Globe - Subaru Liberty	\$895.00

Schedule of Accounts for the Month of July  
for the Council Meeting held 17 August 2010

156.207	15/07/2010	Mount Barker Electrics	Install Electrical Connection to Airconditioning Unit at Day Care Centre	\$225.58
156.208	15/07/2010	Mount Barker Express Freight	Courier Fees	\$116.60
156.210	15/07/2010	Mount Barker Newsagency	Daily Newspapers & Stationery	\$124.68
156.227	15/07/2010	Origin Energy	Gas - Library	\$289.80
156.245	15/07/2010	Jtagz	Dog Registration Tags	\$242.00
156.246	15/07/2010	Wurth Australia Pty Ltd	Hose Clamp & Nuts	\$75.29
156.248	15/07/2010	Media Sense	Design & Printing of Budget & Annual Report Covers	\$1,494.90
156.258	15/07/2010	Hudson, Henning & Goodman	Legal Fees - Sounness Park	\$331.10
156.272	15/07/2010	Sesco Security Company Pty Ltd	Security Monitoring - Admin Office, Ag Centre & Saleyards	\$371.80
156.273	15/07/2010	LGIS Liability	Insurance - Fidelity Guarantee and Casual Hirers Liability	\$2,719.57
156.274	15/07/2010	LGIS Insurance Broking	Insurance - Marine Cargo, Bush Fire, Motor Vehicle, Councillors & Officers Liability & Personal Accident	\$60,536.72
156.289	15/07/2010	Plantagenet News	Advertising - June 2010	\$377.20
156.290	15/07/2010	G & M Detergents	Supply of Hygiene Bins - Various Centres	\$1,725.00
156.31	15/07/2010	Star Track Express	Courier Fees	\$255.25
156.319	15/07/2010	Cleanaway Albany	Rent & Clearing of Co-mingled Recycle Bins - Mt Barker, Narrikup, Kendenup & Porongurup	\$2,866.07
156.355	15/07/2010	WA Local Government Association	Advertising - June 2010 / Tax Service Subs 2010-2011 / Work Place Solutions Subs 2010-2011 / Local Government Advice & Support Subs 2010-2011 / Local Law Subs 2010-2011 / Association Subs 2010-2011	\$17,725.02
156.364	15/07/2010	Tim's Tyres	Rotation of Bobcat Tyres / Tyres - Volvo Grader	\$1,793.00
156.38	15/07/2010	Stirling Confectionary Plus	Kiosk Supplies - Rec Centre	\$286.74
156.386	15/07/2010	Fulcher Contractors	Private Works Cart Stone from Kojonup to Narrikup (Recoverable)	\$311.03
156.420	15/07/2010	Southern Electrics	Repairs to Saleyards Pump	\$610.50
156.43	15/07/2010	Synergy	Synergy Account - Various Centres	\$7,354.20
156.436	15/07/2010	Austral Mercantile Collections Pty Ltd	Debt Collection Agent Fees	\$3,110.80
156.446	15/07/2010	Fuel Distributors of Western Australia	Diesel - 14,000 Litres	\$17,624.00
156.478	15/07/2010	360 Environmental Pty Ltd	Environmental Investigations - Old Depot Site	\$9,454.50
156.534	15/07/2010	The Grocery Store	Cake & Assorted Food - Kaye Skinner's Farewell / Catering -CEO Meeting	\$522.34
156.578	15/07/2010	Whale Plumbing & Gas	Repair Sewer Line - Porongurup Hall	\$176.00
156.639	15/07/2010	K E Gregory	Cleaning Services - Mt Barker Library	\$287.50
156.642	15/07/2010	G K Hambley	Lawnmowing - CEO & DCEO Houses	\$176.00
156.67	15/07/2010	AM Pearse & Co.	Globes, Cutting Disks, Starter Cord, Spark Plugs, Fuel Filter & Metal Grinding Disks	\$223.50
156.695	15/07/2010	Ken Freegard Filter Cleaning	Filter Clean - IZUSU Truck	\$20.00

156.712	15/07/2010	Mount Barker Building Service	Stage One Construction of Pavillion New Cemetery (Grant Funded)	\$50,000.00
156.750	15/07/2010	Intelligent IP Communications Pty Ltd	Broadband Internet Connection - Saleyards	\$25.95
156.771	15/07/2010	Mount Barker Tyre & Exhaust	Tyre Repair - DAF Truck & Kubota Tractor / Tyres & Wheel Alignment - Subaru Liberty / Tyres Ford Ranger	\$1,345.30
156.85	15/07/2010	Albany Lock Service	2 x Padlocks - Kendenup Ag Grounds / Bi Lock Key - Rec Centre	\$87.50
156.86	15/07/2010	Albany Office Products	Bulk Envelope Order 2010-2011 / Stationery Order	\$944.35
156.87	15/07/2010	Albany Printers	Window Face Envelopes / Purchase Order Books	\$1,610.00
156.872	15/07/2010	Mount Barker Scrap Shak	Stationery Supplies - Library	\$36.60
156.88	15/07/2010	Albany Refrigeration	Supply & Install of Air-conditioning Unit for Child Care Centre	\$2,905.00
156.887	15/07/2010	Great Southern Waste Disposal	Rubbish Collections - 27 May 2010 to 24 June 2010	\$7,539.84
156.93	15/07/2010	Albany V Belt & Rubber Specialists	Narva Beacons - Hino Truck & Multi Tire Roller / Large Bag of Rags	\$299.34
156.960	15/07/2010	Mount Barker Service Centre	Service of Narpyn BFB Truck (Funded by ESL)	\$1,801.66
156.985	15/07/2010	Caltex Energy WA	Caltex Fuel Cards - June 2010	\$535.74
157.1	15/07/2010	WA Local Government Superannuation	Staff Superannuation Payment	\$18,834.55
157.3	15/07/2010	Westscheme	Staff Superannuation Payment	\$123.91
157.62	15/07/2010	Social Club - Inside Staff	Staff Social Club Payment	\$100.00
157.878	15/07/2010	Health Insurance Fund Of WA	Staff Health Insurance Payment	\$85.55
158.1004	29/07/2010	Access Unlimited	Multi Clip Gas Detector	\$770.00
158.1027	29/07/2010	Broons	30% Deposit - Broons PP-2285 Handy Hitch Roller	\$15,432.45
158.1031	29/07/2010	Ms J Power	Sketch Library and equipment details - Mt Barker Community Centre	\$450.00
158.1032	29/07/2010	Alloyfold	25% Deposit - Chairs & Chair Trollys - Mt Barker Community Centre (Grant Funded)	\$4,817.31
158.1033	29/07/2010	KGT Freight Management	Freight Charges - Private Works	\$251.74
158.107	29/07/2010	Best Office Systems	Photocopier Usage - MPC2000, MP600 & MP4500	\$2,014.47
158.109	29/07/2010	Bill Gibbs Excavation	Hire of Excavator - Spencer Road, Jackson Road, Millinup Road, St Werburghs Road, South Stirling School Road, Old Coach Road / Private Works - Removal of Noxious Weeds (Recoverable)	\$24,015.75
158.114	29/07/2010	BT Equipment Pty Ltd	Loop Ring, Bearing & Seal - Roller	\$808.26
158.122	29/07/2010	Cabcharge Australia Ltd	Monthly Service Fee	\$12.00
158.137	29/07/2010	Custom Service Leasing Pty Ltd	Lease of AGWA Vehicles (Recoverable)	\$1,818.01
158.138	29/07/2010	Courier Australia	Courier Fees	\$844.16
158.139	29/07/2010	Cutting Edges Pty Ltd	Grader Blades - Volvo, CAT 12G & 12H Graders	\$13,389.20
158.156	29/07/2010	Great Southern Group Training	Apprentice Mechanic Wages - M Powell	\$1,279.92
158.167	29/07/2010	Healy & Sons	2 x Loads of Gravel	\$198.00

Schedule of Accounts for the Month of July  
for the Council Meeting held 17 August 2010

158.172	29/07/2010	Jason Signmakers	Hot Melt Pads & Bi-Amber Raised Pavement	\$510.40
158.175	29/07/2010	Kendenup Grader Contractor	Hire of Free Roller	\$340.23
158.179	29/07/2010	Les Mills Body Training Systems	Monthly Les Mills License Fees	\$638.76
158.189	29/07/2010	Local Government Managers Australia	2010/2011 LGMA Corporate Council Membership	\$1,125.00
158.191	29/07/2010	Lorlaine Distributors	Bin Liners & Toilet Paper - Various Centres	\$295.70
158.204	29/07/2010	Mount Barker Cooperative Ltd	Co-op Account - June 2010	\$7,625.50
158.207	29/07/2010	Mount Barker Electrics	Supply & Fit EMG Lights - Saleyards / Repair Lights & Fuses - Rec Centre / Repair Vacuum Cleaner Cord - Admin Office / Replace Flood Light Globes - Library	\$4,407.42
158.212	29/07/2010	Mount Barker Hire	Hire of Concrete Floor Saw	\$110.00
158.213	29/07/2010	Mount Barker Tourist Bureau	Financial Assistance Grant	\$5,000.00
158.224	29/07/2010	Opus International Consultants	Redesign of Spencer Road SLK 6.0 to 12.0 / Contract Management - Spencer Road Slip Lanes	\$6,149.00
158.258	29/07/2010	Hudson, Henning & Goodman	Legal Fees - Sounness Park	\$707.52
158.273	29/07/2010	LGIS Liability	Insurance - Public Liability	\$16,241.50
158.275	29/07/2010	LGIS Property	Insurance - Council Properties	\$61,769.00
158.276	29/07/2010	LGIS Workcare	Insurance - Workers Compensation	\$61,600.00
158.289	29/07/2010	Plantagenet News	Advertising - June 2010	\$558.00
158.29	29/07/2010	Southern Tool & Fastener Co.	Bolts - Excavator	\$24.84
158.31	29/07/2010	Star Track Express	Courier Fees	\$70.77
158.319	29/07/2010	Cleanaway Albany	Hire & Disposal of Co-Mingled Recycle Bins - Kamballup Tip	\$224.99
158.320	29/07/2010	Coffey Environmental	Environmental Monitoring - Mt Barker Landfill Site / Treated Waste Water Investigations - Frost Oval	\$1,795.52
158.345	29/07/2010	Downer Edi Works Pty Ltd	Cold Mix - 3 Tonne - Stock / Emulsion - 250 Litres - Stock	\$765.61
158.355	29/07/2010	WA Local Government Association	Advertising - May 2010	\$2,704.28
158.36	29/07/2010	Statewide Bearings	Seal - Roller / Rod End - Hino Truck	\$71.14
158.392	29/07/2010	Boc Limited	Annual Gas Container Service Charges 2010/2011 / Gas Charges - Depot	\$1,299.87
158.406	29/07/2010	Greenway Enterprises	Heavy Duty Flat Tree Ties / Root Director	\$10,879.00
158.43	29/07/2010	Synergy	Synergy Account - Various Centres	\$8,766.80
158.446	29/07/2010	Fuel Distributors of Western Austra	Diesel - 6000 Litres - Stock	\$7,498.20
158.535	29/07/2010	Albany Asphalt Services	Construction of Kerbing - Narrikup & Rocky Gully	\$10,835.00
158.54	29/07/2010	Think Water Albany	Pumps, Poly Pipe, Clamps & Brushes - New Cemetery	\$658.00
158.57	29/07/2010	Westshred Document Disposal	Service of Shredding Bins - Admin Office & Saleyard	\$324.50
158.579	29/07/2010	Advanced Traffic Management	Traffic Control - Spencer Road	\$489.50
158.630	29/07/2010	Yakka Pty Ltd	Staff Uniforms - N Selesnew, R Mills, J Vitler, C MacLean, P Duncan & V Jenkins	\$1,201.03
158.65	29/07/2010	35 Degrees South	Survey Set Out - New Cemetery	\$2,101.00
158.663	29/07/2010	Advanced Autologic Pty Ltd	20 Litres of Truck Wash	\$75.20



Schedule of Accounts for the Month of July  
for the Council Meeting held 17 August 2010

158.695	29/07/2010	Ken Freegard Filter Cleaning	Filter Cleaning - Roller & Grader	\$66.00
158.7	29/07/2010	Peerless Jal	Floor Cleaner & Scrubbing Pads - Rec Centre	\$230.43
158.721	29/07/2010	Redcoal	Hosting of Fire Ban SMS Service	\$44.00
158.732	29/07/2010	Paul G Robertson & Associates	Road Safety Audit of St Werburghs Road & Mitchell Street Intersection & Lowood Road & Warburton Road Intersection & Design Check - Spencer Road	\$1,805.43
158.797	29/07/2010	John Hughes Mitsubishi	Purchase of Triton GLX-R Dual Cab & Trade of 2009 Mitsubishi Outlander (Manager Development Services) / Purchase of Triton GLX-R & Trade of 2007 Toyota Kluger (Manager Works & Services)	\$25,639.75
158.82	29/07/2010	Albany Engineering Co	Repairs to Fuel Tanker	\$415.80
158.872	29/07/2010	Mount Barker Scrap Shak	Stationery Supplies - Library	\$117.50
158.93	29/07/2010	Albany V Belt & Rubber Specialists	Narva Terminal Packs, Cable Ties, Rags, Adaptors & Tyre Repair Kit	\$342.77
159.1	29/07/2010	WA Local Government Superannuation	Staff Superannuation Payment	\$15,954.93
159.3	29/07/2010	Westscheme	Staff Superannuation Payment	\$96.84
159.62	29/07/2010	Social Club - Inside Staff	Staff Social Club Payment	\$95.00
159.878	29/07/2010	Health Insurance Fund Of WA	Staff Health Insurance Payment	\$85.55
Grand Total:				\$918,482.24

**Dated**

**2010**

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**SHIRE OF PLANTAGENET**

**and**

**M & J MITCHELL PTY LTD**

**LEASE**

**Lot 3 Plantagenet Location 4900  
Albany Highway, Mount Barker**

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## LEASE

DEED dated

BETWEEN **SHIRE OF PLANTAGENET** of Lowood Road, Mount Barker, Western Australia 6324 (“Lessor”)

AND **M & J MITCHELL PTY LTD** of P O Box 21, Warroona, Western Australia 6215 (“Lessee”)

## RECITALS

- A. The Lessor is the registered proprietor of the Land.
- B. The Lessor has agreed to Lease the Premises to the Lessee at the Rent and upon the terms and conditions contained in this Leas

## OPERATIVE PART

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Deed, unless the contrary intention appears the following words shall have the following meanings:

“**Commencement Date**” means the Commencement Date specified in the Schedule;

“**Expiration Date**” means the Expiration Date specified in the Schedule;

“**Land**” means the Land referred to in the Schedule;

“**Lessee**” means the Lessee referred to in the Schedule;

“**Lessee’s Covenants**” means terms, covenants and conditions contained in this Lease and on the part of the Lessee to be observed and performed;

“**Permitted Use**” means the permitted use specified in the Schedule;

“**Premises**” means that part of the Land described in the Schedule and all improvements fixtures and fittings in the Premises;

“**Rent**” means the rent specified in the Schedule and the rent payable under this Lease from time to time;

“**Rent Review Clause**” means the Rent Review clause, if any, specified in the Schedule pursuant to which the Rent shall be reviewed;

“**Rent Review Date**” means each of the rent review dates specified in the Schedule;

“**Term**” means the term of this Lease specified in the Schedule commencing on the Commencement Date and terminating on the Expiration Date;

**“this Lease”** means this lease and any variations to it agreed between the parties.

## **1.2 Interpretation**

Words importing the masculine gender shall include the feminine gender and shall also have application to corporations.

Words importing the plural number shall include the singular number and words importing the singular number shall include the plural number.

References to statutes shall include all statutes amending the statutes referred to or passed in lieu thereof.

When two or more Lessees are parties to this Lease the covenants and agreements on their part shall bind them and any two or greater number of them jointly and severally.

## **2. LEASE**

The Lessor leases the Premises to the Lessee for the Term at the Rent and otherwise upon the terms and conditions contained in this Lease.

## **3. RENT**

The Lessee shall pay the Rent to the Lessor annually in advance commencing on the Commencement Date and on each anniversary of the Commencement Date.

## **4. LESSEE’S COVENANTS**

The Lessee COVENANTS with the Lessor as follows:

### **4.1 Payment of Rent**

To pay the Lessor the Rent reserved by this Lease at the times and in the manner provided in this Lease.

### **4.2 Rates, Taxes & Outgoings**

To pay and discharge all rates and taxes including land tax assessed or charged in respect of the Premises and all other outgoings, including without limitation all telephone, electricity, gas water, rubbish collection and sewerage charges levied, charged or imposed upon the Premises or any part of the Premises or arising out of the use of the Premises and whether expressed to be payable by the owner or occupier of the Premises.

### **4.3 Maintenance, Repairs & Painting**

To keep and maintain every part of the Premises and all additions to the Premises and all lighting and electrical installations and all drainage and all other fixtures and fittings in good repair to a standard acceptable to the Lessor and to paint all such parts of the interior and exterior of the Premises as are now painted or are usually painted at such times and in accordance with the directions of the Building Surveyor of the Lessor.

#### **4.4 Cleaning**

At the Lessee's own expense during the Term at all times to keep and maintain the Premises clean, drained, properly disinfected, free from rubbish, refuse and disused material of any kind and in good and sanitary condition to a standard acceptable to the Lessor.

#### **4.5 Entry by Lessor to View**

To permit the Lessor, its officers, members or agents at all reasonable times with or without workmen or others to enter the Premises to view the state of repair and condition of the Premises and to forthwith carry out any repairs, cleaning, painting or other works for which the Lessee is responsible under this Lease in accordance with any notice in writing given to the Lessee or left on the Premises by the Lessor.

#### **4.6 Abatement of Nuisances**

- a) Not to do or leave undone any act matter or thing which may be or be deemed to be a nuisance within the meaning of the *Local Government Act*, the *Health Act*, the *Factories and Shops Act* or any other Act or under any local laws or regulations applicable to the Premises or the use or occupation of the Premises by the Lessee and immediately to abate any such nuisance or alleged nuisance.
- b) To ensure that the Premises are not used in any manner which may be or become a nuisance disturbance or annoyance to the quiet and comfort of any occupier of any land in the vicinity of the Premises and on being required to do so by the Lessor or any officer of the Lessor to immediately abate any such nuisance, disturbance or annoyance.

#### **4.7 Pests**

To keep the Premises free of ants, pests and vermin.

#### **4.8 Disorderly Behaviour**

To prevent disorderly behaviour and indecent language in the Premises at all times during the day and night.

#### **4.9 Compliance with Statutes and Licences**

- a) At its own expense to comply with, carry out and perform the requirements of the Local Government Act, the Health Act and all other Acts, town planning schemes, local laws or regulations or of any requisitions or orders under them applicable to the Premises or the use or occupation of the Premises.
- b) To take out and keep current any licenses required in connection with any activities carried on from the Premises including without limitation any licence required by the Australian Performing Rights Association.

#### **4.10 Permitted Use**

To use the Premises solely for the Permitted Use.

#### **4.11 Prohibited Use**

Not to use the Premises for any illegal or immoral purpose nor for any business or commercial use without the prior written consent of the Lessor.

#### **4.12 Insurance**

- a) To take out and keep in force during the Term a policy of insurance in the joint names of the Lessor and the Lessee for all buildings, erections or other improvements comprised in the Premises including any plate glass in the Premises (if any) with an insurance company approved by the Lessor against fire, storm, tempest, earthquake, malicious damage and such other risks as the Lessor shall determine and to allow the Lessor to hold every insurance policy.
- b) To effect and keep in force throughout the term a public risk policy of insurance in an amount of not less than \$10,000,000 for any one event or such greater amount as the Lessor may require and to produce to the Lessor on request a certificate of the currency of that policy.
- c) Not to do or permit to be done anything whereby any policy of insurance in respect of the Premises may become void or voidable or by which the rate or premium on it may be increased and if any increased premium shall be payable by reason of any acts or defaults of the Lessee under this sub-clause then to immediately pay the amounts by which the premium shall be increased.
- d) At the Lessee's own expense to make such amendments alterations and additions to the Premises as shall be required by any requisitions or requirements of the Insurance Council of Australia or other body or authority having power or control over electrical installations or fixtures or dealing with insurance matters if the amendments alterations and additions are required as a results of the Lessee's use of the Premises.

#### **4.13 Indemnity**

To indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatever which the Lessor may suffer or incur in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or any part or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

#### **4.14 Alterations & Improvements**

Not without prior written consent of the Lessor to erect or suffer to be erected any building or structure on the Premises nor to make or suffer to be made any alteration in or additions to any building or any other improvements to the Premises nor to remove any such improvements or to cut maim or injure or suffer to be cut maimed or injured any of the walls or timbers of the Premises.

#### **4.15 Fixtures, Fittings and Furniture**

Not without the prior written consent of the Lessor to erect, install or place any fixtures, fittings or furniture in or upon the Premises.

#### **4.16 Sale of Liquor**

Not to sell or permit the sale of any spirituous or fermented liquors or alcohol on the Premises or any part of the Premises other than under a valid licence issued in pursuance of the *Liquor Licensing Act*, and then only with the prior written consent of the Lessor.

#### **4.17 Assignment or Subletting**

Not to assign, sublet or part with the possession of the Premises or any part of the Premises without the prior consent in writing of the Lessor and it is DECLARED that Sections 80 and 82 of the *Property Law Act 1969* are expressly excluded.

#### **4.18 Signs**

Not without prior written consent of the Lessor to affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises or in any place visible from beyond the Premises any placard, sign, poster, boarding or advertisement.

#### **4.19 Legal Costs**

To pay the costs (on the scale applicable to the Lessor) of and incidental to the negotiations and instructions for and the preparation, completion and stamping of this Lease (including stamp duty) and all copies of the Lease and also all costs, charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to any default of the Lessee under this Lease and the preparation and service of any notice under Section 81 or any other section of the *Property Law Act 1969* requiring the Lessee to remedy a breach of any of the covenants contained in this Lease.

#### **4.20 Delivery Up of Possession**

At the expiry or sooner determination of the Term peaceably and quietly to deliver up possession of the Premises and all furniture, fixtures and fittings belonging to the Premises in such good and tenantable repair, order and condition as shall be consistent with the covenants contained in this Lease PROVIDED THAT immediately upon the expiry or sooner determination of the term the Lessee shall remove any tenant's fixtures and fittings and shall make good any damage caused to the Premises in doing so.



## **5. LESSOR'S COVENANT – QUIET POSSESSION**

The Lessor COVENANTS with the Lessee that the Lessee paying the rental reserved by this Lease and observing and performing the covenants expressed and implied by this Lease and on the Lessee's part to be observed and performed shall during the Term and any extension of the Term quietly enjoy the use and occupation of the Premises without interruption by the Lessor or any person lawfully claiming through or under the Lessor.

## **6. MUTUAL AGREEMENTS**

IT IS MUTUALLY AGREED as follows:

### **6.1 Default by Lessee**

If:

- a) the Rent or other monies payable by the Lessee under this Lease are not paid within 7 days after becoming due (whether formally demanded or not); or
- b) the Lessee breaches any of the Lessee's Covenants and the breach continues for 14 days after notice has been served on the Lessee by the Lessor; or
- c) the Lessee being a company goes into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or a receiver or manager is appointed; or
- d) any mortgagee of the Lessee's property enters into possession of the Premises; or
- e) any execution or process is made against the property of the Lessee; or
- f) the Lessee being a natural person shall commit an act of bankruptcy; or
- g) the Lessee abandons or vacates the Premises; or
- h) the Lessee being an incorporated association:
  - i) is wound up or resolves to be wound up voluntarily;
  - ii) without the prior consent of the Lessor, changes its name, objects, rules or constitution;
  - iii) is convicted of an offence under the Associations Incorporations Act 1987,

then and in any of such cases (but subject to the *Bankruptcy Act 1966*) the Lessor may at its option at any time after that event and without any notice or demand enter and repossess the Premises and as a result of the Term and the estate and interest of the Lessee in the Premises will immediately determine but without prejudice to any other of the rights and remedies of the Lessor under this Lease and without releasing the Lessee from liability in respect of the Lessee's Covenants.

## **6.2 Destruction of Premises**

- a) Subject to clause 7.2(b), if the Premises or any part of the Premises shall be burned down, destroyed or damaged by fire so as to render the same unfit for the purpose permitted by this Lease then in such case (unless the insurance of the Premises shall have been forfeited or become null or void or the payment of any moneys payable under such insurance be refused or withheld through any act or default of the Lessee or its members, agents, servants, invitees or licensees) the Rent or a fair and just proportion of the Rent according to the nature and extent of the damage sustained shall cease to be payable until the Premises shall have been rebuilt and rendered fit for the purpose permitted by this Lease. In case of difference touching this paragraph such difference shall be referred to the award of a single arbitrator if the parties can agree upon one and otherwise to two arbitrators one to be appointed by the Lessor and the other by the Lessee and their umpire (to be appointed before proceeding with the arbitration) and in either case in accordance with the provisions of the *Commercial Arbitration Act 1985* or any modification or re-enactment thereof for the time being in force PROVIDED THAT in the event of such difference no part of the Rent shall be allowed by the Lessor to the Lessee as aforesaid but the Lessee shall continue to pay the Rent in full until the date of the award of such arbitrator at which time the Lessor shall refund to the Lessee free of interest any Rent which according to such award shall have been overpaid. In any such arbitration each party shall be entitled to be represented by a duly qualified legal practitioner and this clause shall be deemed to be the agreement in writing referred to in Section 20 of the *Commercial Arbitration Act 1985* in respect of such representation.
- b) If the Premises or any substantial part thereof be burnt down, destroyed or damaged so as to be wholly unfit for occupation or use this Lease may at the option of the Lessor (such option to be declared in writing within 28 days after such destruction) be determined the Lessee in that event paying the rental hereby reserved up to such determination and all moneys paid or payable under any policy of insurance effected in respect of the Premises shall belong to the Lessor absolutely.

## **6.3 Entry by Lessor**

If the Lessee shall fail to duly and punctually observe or perform any of the Lessee's Covenants the Lessor shall be entitled to carry out the observance or performance of such covenant, condition or agreement and for such purpose the Lessor or the Lessor's agents workmen or architects may if necessary enter the Premises or any part of the Premises and the cost and expense incurred in such observance or performance together with interest thereon at the rate of 16% per annum shall be a debt due by the Lessee to the Lessor and shall be payable on demand and may be recovered by the Lessor in the same manner as if such debt were for rent due under this Lease in arrear by action in law and such cost expense and interest shall be a charge on the Term.

## **6.4 Holding Over**

If the Lessee holds over the premises at the expiry of the term:

- a) a tenancy from year to year shall not thereby be presumed but the tenancy shall in such event be and continue to be a tenancy from month to month;

- b) subject to paragraph (c) of this paragraph, the tenancy shall be upon the terms and conditions contained in this Lease insofar as they are applicable and shall be determinable at the expiration of one month's notice by either party to the other at any time;
- c) the Lessee shall pay to the Lessor by equal monthly instalments in advance at times referred to in item 6 of the schedule a Rent being 110% of the Rent payable immediately prior to the expiry of the Term;
- d) the Lessor may give to the Lessee notice in writing at any time specifying a Rent being an amount greater than the Rent referred to in paragraph (c) and the Lessee shall commence paying the Rent specified in the notice at the commencement of the month following the receipt of the notice.

## **6.5 Structural Alterations**

Notwithstanding anything contained in clauses 5.3 (Maintenance, Repairs and Painting), 5.9 (Compliance with Statutes and Licences) and 5.14 (Alterations and Improvements) of this Lease, the Lessee shall not be liable to effect any structural alterations of the Premises unless the same shall be necessitated or occasioned by reason of any act or default of the Lessee.

## **6.6 Service of Notices**

That all notices, consents and approvals or any demand to be given to or made upon the Lessee shall be in writing and may be signed by the Lessor or its solicitors or agents and all such notices or demands shall be considered as having been properly served upon the Lessee if delivered to the Lessee or posted to the Lessee by prepaid registered post addressed to the Premises or to the address of the Lessee and if served by post shall be conclusively deemed to be served upon and be received by the Lessee at the expiration of the next day following the day when the same shall be posted.

## **6.7 Headings**

That the headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Lease nor in any way affect this Lease.

## **7. ESSENTIAL TERMS**

The covenants by the Lessee contained in this Lease to pay Rent and rates, taxes and insurance in respect of the Premises at the time and in the manner therein respectively prescribed and to only use the Premises for the Permitted Use are essential terms of this Lease and any breach of any of those covenants shall be regarded by the Lessor and the Lessee as a fundamental breach by the Lessee of this Lease. Should the Lessor determine this Lease following such a breach then (without prejudicing or limiting any other right or remedy of the Lessor arising from such breach or otherwise under this Lease) the Lessor shall be entitled to recover from the Lessee and the Lessee covenants to pay to the Lessor as and by way of liquidated damages for such breach the Rent, rates, taxes and insurance which would have been payable by the Lessee for the unexpired residue of the Term after making allowance for the Rent, rates, taxes and insurance which the Lessor by taking reasonable steps to relet the Premises obtains or could reasonably be expected to obtain by reletting the Premises

for such unexpired residue of the Term on reasonable terms as to rent and otherwise PROVIDED THAT:

- a) any such reletting shall not be required to be on like terms as are expressed and implied in this Lease;
- b) the acceptance by the Lessor of arrears or any late payment of the rent, rates, taxes or insurance shall not constitute a waiver of the essentiality of the Lessee's obligations to make such payments;
- c) the Lessor's entitlement to recover damages as aforesaid shall not be prejudiced or limited if:
  - i) the Lessee abandons or vacates the Premises;
  - ii) the Lessor elects to re-enter the Premises or to determine this Lease;
  - iii) the Lessor accepts the Lessee's repudiation of this Lease; or
  - iv) the parties' conduct constitutes a surrender by operation of law;
- d) the Lessor shall be entitled to institute proceedings to recover damages either before or after any of the events or matters referred to in sub-paragraph (c);
- e) any conduct by the Lessor to mitigate damages shall not of itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law; and
- f) nothing expressed or implied in this Lease shall be construed to mean that no other covenant in this Lease on the part of the Lessee to be observed or performed may be an essential term.

## **8. ADDITIONAL TERMS**

All (if any) the additional terms covenants and conditions contained in the Schedule are incorporated into and apply to this Lease.

## **9. RENEWAL OF TERM**

If the Lessee desires to renew the Term and gives to the Lessor notice in writing not earlier than 6 calendar months but not later than 3 calendar months prior to the expiration of the Term and if at the time of giving that notice and at the expiration of the Term there is no outstanding breach or non-observance of any of the Lessee's Covenants and if in the meantime the Lessor's right of re-entry has not otherwise arisen then the Lessor must at the cost of the Lessee grant to the Lessee a renewal of the Term for the further period specified in the Schedule and otherwise on the same terms and conditions contained in this Lease (other than this right of renewal).

## **10. GST**

### **10.1 Definition of GST**

In this clause, "GST" means a goods and services tax or like tax payable by the Lessor in respect of a supply under this Lease. All payments to be made by the Lessee

under this Lease (including but not limited to Rent) are calculated without regard to GST.

**10.2 Payment of GST**

If a payment by the Lessee to the Lessor under this Lease is for a supply by the Lessor under this Lease on which the Lessor must pay GST, the Lessee must pay the amount of the supply increased by the GST.

**10.3 Provision of Tax Invoice**

The Lessor shall provide the lessee with a tax invoice as required by the relevant GST legislation within the time specified by the relevant GST legislation.

DRAFT

## **SCHEDULE**

### **Item 1 The Lessee:**

M & J Mitchell Pty Ltd

P O Box 201

WARROONA WA 6215

### **Item 2 Land**

Lot 3 on Plan 14319 and being the whole of the land comprised in Certificate of Title Volume 1971 Folio 361.

### **Item 3 Premises**

That part of the land hatched on the attached plan marked "A" and "B"

### **Item 4 Term**

Five (5) years

Commencement Date:

1 July 2010

Expiration Date:

1 July 2015

### **Item 5 Rent:**

\$300.00 per annum payable annually in advance on the Commencement Date and on each anniversary of the Commencement Date during the Term (plus GST).

### **Item 6 Permitted Use:**

Cattle Holding Yards

### **Item 7 Additional Terms Covenants and Conditions:**

- 7.1 Cost of establishing holding yards and other associated costs being borne by the Lessee.
- 7.2 Lessee at liberty to remove yards at expiry of lease or termination.

- 7.3 Should the Saleyard Manager need to use the premises, the Council is to pay a fee per head i.e.: 50% of the holding fee, and be responsible for all other on goings such as feed, welfare etc.

DRAFT

EXECUTED as a Deed dated

of

2010.

**THE COMMON SEAL OF SHIRE OF  
PLANTAGENET** was hereunto affixed pursuant  
to a resolution of the Council in the presence of:  
)  
)  
)  
)

\_\_\_\_\_  
Shire President

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

**THE COMMON SEAL OF  
M & J MITCHELL PTY LTD**  
ACN 009 343 659  
is affixed in accordance with its constitution  
in the presence of:  
)  
)  
)  
)  
)

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Name of authorised person  
(Block letters)

\_\_\_\_\_  
Name of authorised person  
(Block letters)

SIGNED by )  
in the presence of )

Witness:

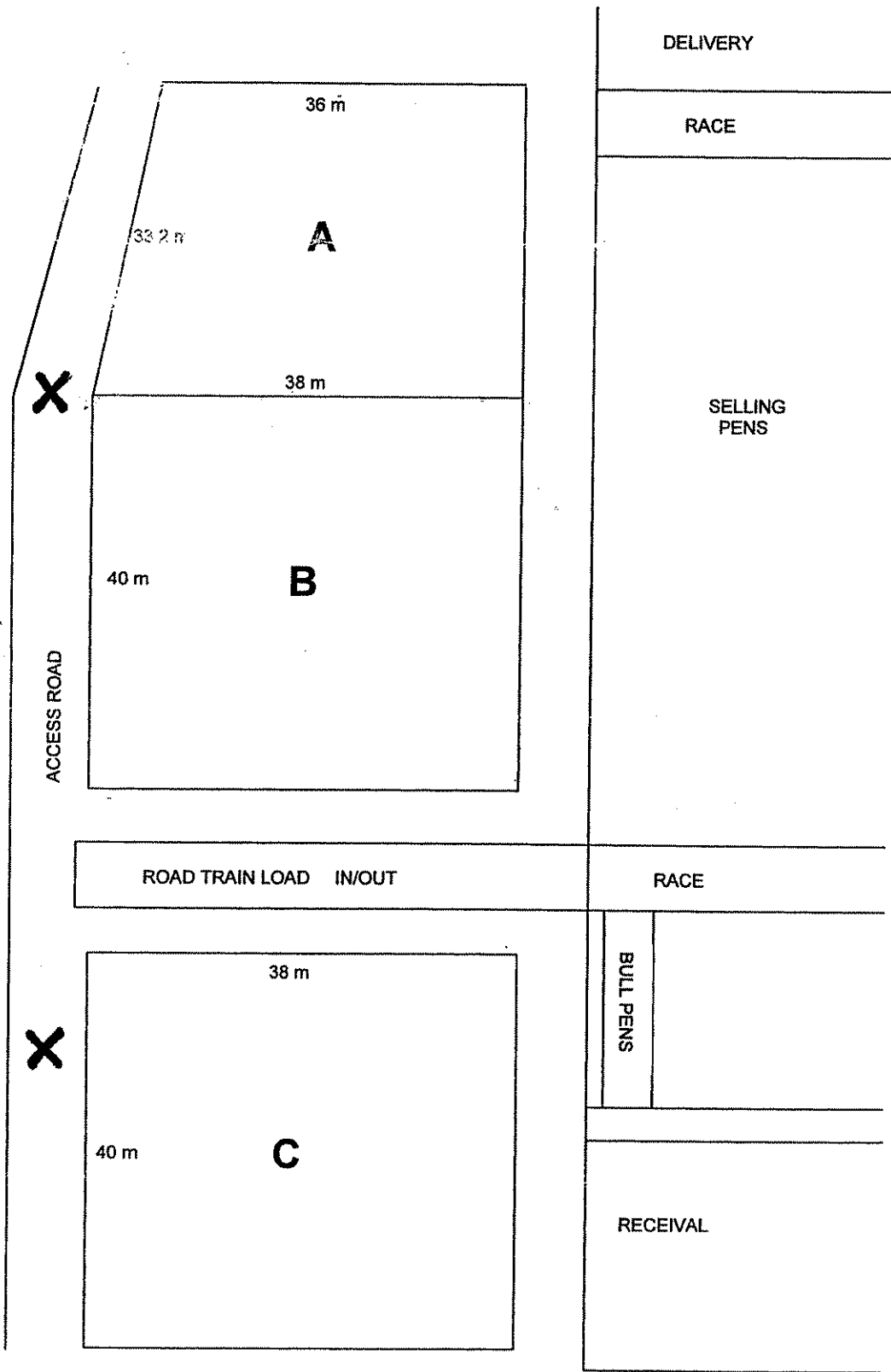
Name:

Address:

Occupation:



# LEASE OF LAND GREAT SOUTHERN REGIONAL SALEYARDS



DELIVERY

RACE

SELLING  
PENS

ROAD TRAIN LOAD IN/OUT

RACE

BULL PENS

RECEIVAL

36 m

33.2 m

**A**

38 m

40 m

**B**

38 m

40 m

**C**

ACCESS ROAD

X

X