

**SHIRE OF ASHBURTON**

**ORDINARY COUNCIL MEETING**

**ATTACHMENTS  
(Public Document)**

**Clem Thompson Sports Pavilion,  
Stadium Road, Tom Price**

**16 July 2014**

## Chief Executive Officer Decision Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
1	05/14	11.3	<p>Ocean View Caravan Park Committee</p> <p><b>MINUTE:</b> 11794</p>	<p>That Council endorse the following recommendations of the Ocean View Caravan Park Committee Meeting held on 21 May 2014:</p> <p>7.1 REVIEW OF OCEAN VIEW CARAVAN PARK DRAFT MASTER PLAN PREPARED BY BRIGHTHOUSE CONSULTANTS (February 2013)</p> <p>Taking into account the contributions from current caravan park residents and others, the Committee agrees that the future development of the caravan park should reflect the design and philosophy of the existing facility.</p> <p>7.2 REVIEW OF CARAVAN PARKS AND CAMPING GROUNDS REGULATIONS 1197: SCHEDULE 7 – CARAVAN PARKS AND CAMPING GROUNDS</p> <p>The regulatory environment of caravan parks be noted.</p> <p>7.3 DISCUSS PROPOSED STAGING AND EXTENT OF CARAVAN PARK DEVELOPMENT</p> <p>That the upgrading and redevelopment of the caravan park be designed so it can be undertaken in stages, thus minimising the impacts upon residents, and providing an affordable annual program for the Shire of Ashburton to follow.</p> <p>7.4 REVIEW INFORMATION REGARDING THE CARAVAN AND CAMPING ACTION PLAN PROVIDED BY TOURISM WA</p> <p>a) The Hon Brendon Grylls MLA be asked to pursue a change to current Tourism WA funding limitations for caravan park upgrades, to allow local government managed caravan parks, like the Ocean View Caravan Park in Onslow, to access recently announced funding opportunities.</p> <p>b) That any grant opportunities that become available, be pursued, to minimise the Shire's redevelopment cost commitment.</p> <p>7.5 OPPORTUNITY FOR FURTHER SUPPORT FROM CONSULTANTS: A) BRIGHTHOUSE CONSULTANTS, B) HESTER PROPERTY SOLUTIONS, C) TOURISM WA</p> <p>a) The Shire's contract project managers be requested to meet with the Committee, to enable and overall design to be progressed and the redevelopment implementation planning to commence.</p> <p>b) The President and CEO endeavour to meet with the project managers</p>	<p><b>Progressing</b></p> <p>As per Council Decision</p> <p>No meeting was held in June due to a lack of quorum.</p> <p>(July 2014)</p>

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				<p>prior to the next Committee meeting, in an effort to brief the consultants on the proposals of the Shire.</p> <p>7.6 ALLOCATION OF \$200,000 IN 2013/14 BUDGET TOWARD PURCHASE OF A MANAGER'S HOUSE</p> <p>a) That caravan park funding allocated within the 2013/14 budget be carried over to the 2014/15 financial year budget.</p> <p>b) That the 2014/15 annual budget, and future budgets as required, incorporate suitable sums to enable the caravan park's upgrade redevelopment to occur in a staged process.</p> <p>7.7 INVESTIGATE OWNERSHIP OF THE THIRD PARTY LOT WITHIN THE EXISTING CARAVAN PARK</p> <p>a) Notes that the land ownership issues do not appear to be an impediment to the redevelopment proposal, but that as a matter of prudence, a formal title search be undertaken as part of the planning process.</p> <p>b) For heritage, the "blockhouse building" be suitably retained in the overall redevelopment.</p>	
2	05/14	18.1	<p>Tom Price Town Centre Revitalisation</p> <p><b>MINUTE: 11807</b></p>	<p>That Council endorse the utilisation of the Tom Price Town Centre Revitalisation funds for:</p> <ol style="list-style-type: none"> <li>1. In the first instance, "in-filling" the shopping area covered walkway roof panels; drainage; safety; and landscaping improvements;</li> <li>2. If feasible and funding is adequate, an upgrade to lighting and installation of shade shelters in the town centre car parks; and</li> <li>3. Acknowledge the concerns of the Pilbara Inland Chamber of Commerce in its letter of 15 May 2014. (ATTACHMENT 18.1)</li> </ol>	<p><b>Progressing</b></p> <p>Requested a variation for the extension of time to expend the monies – waiting on a response.</p> <p>Project being delayed because DRD cannot provide a response until after 1 July 2014.</p> <p>(July 2014)</p>

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
3	05/14	19.3	Confidential Item – Dispute Arising from sale of subdivided Lots at Lot 308 Boonderoo Road, Tom Price  <b>MINUTE:</b> 11800	That Council:  1. Approve the settlement offer negotiated by Neil Hartley (CEO) and Steve Holland (Red Dust WA Pty Ltd) on 12 May 2015 as outlined in the report;  2. Delegate authority to the CEO to negotiate and finalise the formal agreement in accordance with this settlement offer and authorise the President and CEO to affix the Common Seal to that agreement(s);  3. Endorse the use of the Property Reserve to fund the settlement costs; and  4. Note that the settlement requires that both parties must maintain current and ongoing confidentiality of the settlement and its conditions.	<b>Completed</b>  Contract signed and payment made.  (July 2014)
4	01/14	18.1	Confidential Item - Onslow Airport Finances And Related Matters  <b>MINUTE:</b> 11742	1. Acknowledges the current situation with the Onslow Airport Project (the Project) as detailed in the report and resolves to move forward by way of:  (a) Noting that the terminal and other landside facilities for the airport are essential for Regular Passenger Transport (RPT) needs and should be completed as soon as possible.  2. Notes that works on the Project have reached an advanced stage of completion and now resolves that work should continue as expeditiously as possible to final completion and to a standard to satisfy the minimum requirements to provide for RPT services. All work to be done will be in accord with detailed estimates and expenditure and will follow all Council policies and statutory requirements. In addition, where necessary, variations be submitted to the WSIWG for approval before expenditure occurs.  7. Authorise the CEO to negotiate with the current leasees of the aircraft hangers at the Onslow Airport, an arrangement to achieve an outcome that will allow the planned development at the Airport to be completed so	<b>Progressing</b>  1(a) Anticipated to be by the end of 2014 or early 2015. 2. Anticipated to be by the end of 2014 or early 2015. 7. Negotiations continuing. Two hangers anticipated to remain (within industrial area on separate lots) and one will be dismantled and completely



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				as to achieve the regular passenger transport status for the facility.	removed from site by 31 July 2014. All other issues are progressing.  (July 2014)
5	03/14	13.2	Citizenship Ceremonies Policy REC02 – Revocation  <b>MINUTE:</b> 11760	That Council revokes policy REC02 Citizenship Ceremonies and Councillors be invited to submit ideas for the development of a new Citizenship Ceremonies policy by the end of March 2014 so it can be referred back to Council by June 2014.	<b>Progressing</b>  Procedure to be drafted for review by Shire President.  (July 2014)
6	06/13	10.3	Review of Policy - Procedure for the Conduct of Public Question Time / Petitions / Deputations and Presentations (ELM07)  <b>MINUTE:</b> 11537	That Council withdraw item '10.3 Review of Policy – Procedure for the Conduct of Public Question Time/Petitions/Deputations and presentations (ELM07)' and refer the item to a workshop with Council at a time chosen by the Shire President and the A/Chief Executive Officer.	<b>Progressing</b>  To be included in the September Policy Review  (July 2014)

## Community Development Services Decision Status Report

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
1	06/14	12.1	In Kind Sponsorship For Australasian Safari 2014  <b>MINUTE:</b> 11813	That Council approve an additional \$7,500.00 in the 2014/15 Operational budget, GL 081877 to fund in-kind support for the 2014 Australasian Safari and Pilbara Regional Council community event in Onslow in September 2014.	<b>Ongoing</b>  Money included in Donations budget for submission for 14/15  (June 2014)
2	06/14	12.2	Proposal To Upgrade Paraburdoo Sports Pavilion To Potentially Relocate And Accommodate The Lifestyle Centre Paraburdoo Incorporated  <b>Minute:</b> 11816	That unless sufficient funding can be secured to incorporate the gymnasium into the Paraburdoo CHUB, Council:  1. Considers capital works to the Paraburdoo Sports Pavilion and associated relocations of groups to accommodate The Lifestyle Centre Paraburdoo Incorporated in the 2015/16 financial budget; and  2. Support further negotiations with The Lifestyle Centre Paraburdoo to progress this matter.  3. Consult with existing Paraburdoo Sports Pavilion user groups.	<b>Ongoing</b>  Waiting for final CHUB plans to see if new gym can be included  (June 2014)
3	02/14	11.4	Adoption Of Shire Of Ashburton Disability Access And Inclusion Plan  <b>MINUTE:</b> 11750	1. That Council endorses the revised Disability Access and Inclusion Plan as per ATTACHMENT 11.4 with the following amendments:  a. The deletion of the last sentence in the third paragraph on page 3 of the Report (ie	<b>Ongoing</b>  DAIP sent to Disability Services. Returned with some feedback that needs be incorporated and sent back to DSC for final approval

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				<p>"The name was changed to provide more identity to our particular region and to discriminate from the Karratha region, which is also referred to as the "West Pilbara"".)</p> <p>b. The deletion of "Hamersley Ranges and" in the second line of the last paragraph on page 3 of the Report.</p> <p>2. The Council consider in its Fees and Charges, the provision of free access to its facilities to persons who hold a Companion Card.</p>	<p>(June 2014)</p> <p>Delay in final submission – will be made June 2014</p> <p>(June 2014)</p>
4	02/14	11.2	<p>Concept Plan For Paraburdoo Skate Park</p> <p><b>MINUTE:</b> 11749</p>	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Accepts the draft concept plan for the Paraburdoo Skate Park as per ATTACHMENT 11.2C; and</li> <li>2. Refers the project to the 2014/15 budget for consideration of a Council contribution; and</li> <li>3. Notwithstanding (2), requests the CEO to explore funding opportunities for the Paraburdoo Skate Park, working on a cost of \$600,000 for the skate park itself and a further \$300,000 for additional amenities; and</li> </ol>	<p><b>Ongoing</b></p> <p>RTIO also happy to proceed with this option. Submission to Lottery West underway for reduced scope. Need to formalize submission to RTIO. \$100,000 SOA contribution included in draft 14/15 budget</p> <p>(June 2014)</p> <p>Memo sent to Councilors in June 2014 about funding options. Will bring to the</p>

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				4. Authorises the CEO, once full funding has been secured, to advertise by tender the final design and construction of the Paraburdoo Skate Park.	RTIO table at the Partnership Management Group meeting on June 12 <sup>th</sup> 2014  (May 2014)
5	02/14	11.1	Community Request To Utilise Buildings At Camp David, Deepdale Drive, Pannawonica  <b>MINUTE:</b> 11748	That Council:  1. Approves the use of buildings marked in ATTACHMENT 11.1A (ie Recreation Room, Laundry Room and Blocks B to I) of Camp David, Deepdale Drive, Pannawonica to enable them to be utilised by community organisations, such as the Pilbara Regiment and the Panna Men's Shed subject to RTIO gaining the relevant approvals. That all remaining buildings be demobilized and removed by 30 April 2014.  2. Require the removal of all remaining buildings at Camp David by 30 April 2014.	<b>Ongoing</b>  No further update  (May/June 2014)  Documents for demobilisation of buildings that are to be removed have been received by Development and Regulatory Services  (April 2014)
6	01/14	11.2	Naming Of Playground In Reserve 43565, Playing Fields In Reserve 39572 And Paraburdoo Swimming Pool  <b>MINUTE:</b> 11733	That Council;  1. Endorse:  1.1. The playground area in Reserve 43565, commonly referred to as 'Meeka Park' being officially named 'The Paraburdoo Train	<b>Ongoing</b>  Additional requested data submitted to Landgate, waiting for response  (June 2014)

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>Park'.</p> <p>1.2. The playing fields in Reserve 39572, commonly referred to as 'Top Oval' being officially named 'Judy Woodvine Oval'.</p> <p>1.3. The Paraburdoo swimming pool being officially named the 'Quentin Broad Swimming Pool'.</p> <p>2. Note that the preferred names will be submitted to the Geographic Names Committee as per its Policy and Standards.</p> <p>3. Refer the matter of the proposed budget expenditure of \$20,000 for signage and opening ceremonies to the March 2014 budget review for consideration.</p>	<p>Data still being collated for Landgate</p> <p>(April 2014)</p>
7	01/14	11.1	<p>Entry Statements Onslow, Paraburdoo And Tom Price, And Anzac Park Redevelopment For Paraburdoo.</p> <p><b>MINUTE:</b> 11730</p>	<p>That Council:</p> <p>1. Acknowledges Smith Sculptors as providing a unique service as per Local government (functions and General) Regulations 1996 Part 4 Division 2 11 (2) (f ) and appoints them as the designers, constructor's and installers of the Tom Price, Onslow and Paraburdoo Entry statements and the Tom Price and Paraburdoo Anzac Parks;</p> <p>2. Accepts the design concepts for the Onslow Entry Statement (attachment 11.1A), the Paraburdoo</p>	<p><b>Ongoing</b></p> <p>Information received that unsuccessful funding submission to PDC for Paraburdoo Anzac Park can be resubmitted.</p> <p>(June 2014)</p> <p>Funding submission for \$50,000 for federal Anzac</p>

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				<p>Entry Statement (attachment 11.1B), the Paraburdoo Anzac Park (attachment 11.1D) and the Tom Price Anzac Park (attachment 11.1E);</p> <p>3. Allocates priority to the Tom Price and Paraburdoo Anzacs Parks and authorises the CEO to apply his best endeavors to identify and source external funding opportunities for these projects; and</p> <p>Considers a contribution to the costs of these projects as part of its 2014/15 budget deliberations.</p>	<p>Centenary Grant submitted for Tom Price Anzac Park. Submission for \$250,000 for Paraburdoo Anzac Park submitted to PDC. Discussion held with LotteryWest who indicated they MIGHT consider funding for Tom Price Anzac Park under their public spaces funding (but not their Anzac centenary funding).</p> <p>(April 2014)</p>
8	12/13	11.3	<p>Spending Priorities For Remaining Monies For Clem Thompson Pavilion And Oval Redevelopment</p> <p><b>MINUTE:</b> 11722</p>	<p>That Council:</p> <p>2. Approves the following additional items, in priority order, to be undertaken within the budget parameters of the interest received from the Royalties for Regions funding for the Clem Thompson redevelopment:</p> <p>a. Asphalt to disabled car parking bay and bus parking bay  b. Sponsorship/naming signage  c. Opening event  d. Mag locks on Club room doors  e. Additional roll on turf for warm-up field  f. Lighting for warm up field  g. Pedestrian gate and footpath (next to vehicle access)  h. Lights over cricket nets</p>	<p><b>Ongoing</b></p> <p>No further update</p> <p>(June 2014)</p> <p>Work underway – anticipating most work to be completed by June 2014</p> <p>(March 2014)</p>



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				<ul style="list-style-type: none"> <li>i. Curtains/blinds on club room doors</li> <li>j. Chilled water fountain</li> <li>k. Ice making machine</li> <li>l. Benches in Club rooms</li> <li>m. Hooks on Club room walls</li> <li>n. Club names on Club room doors</li> <li>o. No smoking signage and butt bins</li> <li>p. Playground</li> </ul> <p>3. That the playground be undertaken as the final item so all remaining monies, including any savings from other items, can be allocated to the playground.</p> <p>3. Considered the sealing of the Bowling Club/Gym car park be as part as the 2014/2015 budget deliberations.</p>	
9	10/13	18.2	Confidential Item - Proposed Transfer And Change Of Licence Agreement Over Bodyline Gymnasium Tom Price - Portion Of Reserve R40835  <b>Minute 11685</b>	That Council: <ul style="list-style-type: none"> <li>1. Delegates authority to the Chief Executive Officer to negotiate a lease and then to advertise the proposed disposition of a council building for public comment as required by Section 3.58 of the Local Government Act 1985, with any objections being referred back to Council for its consideration.</li> <li>2. If there are no objections received from the advertising period, authorise the Shire President and Chief Executive Officer to affix the common seal of the Shire of Ashburton to the Commercial Lease agreement.</li> <li>3. Reconsiders this matter if an agreed lease fee</li> </ul>	<b>Completed</b>  Community Development has completed their responsibilities.  This Agenda Item will now transfer to Strategic and Economic Development.  (July 2014)

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				cannot be negotiated.	
10	10/13	11.2	Lease Premises By Tender - Vic Hayton Memorial Swimming Pool Kiosk, Tom Price  <b>Minute:</b> 11665	That Council: <ol style="list-style-type: none"> <li>Approve the proposal to tender the lease for the Vic Hayton Memorial Swimming Pool Kiosk located on Willow Road, Tom Price with the criteria to be assessed using the following scale:               <ol style="list-style-type: none"> <li>Proposed rental payment (monthly in advance) 30%</li> <li>Proposed opening hours 40%</li> <li>Statement of Community and Pool Patron Benefit 30%</li> </ol> </li> <li>Remove the general fees and charges for the kiosk from the 2013/14 Schedule of Fees &amp; Charges should a successful tenant be appointed to lease the Vic Hayton Memorial Swimming Pool Kiosk.</li> </ol>	<b>Ongoing</b>  Lease for Tom Price Swim Club to have exclusive use for Kiosk to go to July 2014 OCM  (June 2014)  Works commencing to make kitchen in kiosk complaint - should be completed by June 2014  (June 2014)
11	08/13	11.1	Response To Petition Presented 17 July 2013  <b>MINUTE:</b> 11599	That Council: <ol style="list-style-type: none"> <li>Accepts the petition presented at the Ordinary Meeting of Council 17 July 2013, requesting the installation of CCTV cameras in the Tom Price Mall.</li> <li>Inform the Petitioners by way of press release the installation of the CCTV will be installed during</li> </ol>	<b>Ongoing</b>  Waiting on feedback from WA Police Dept re MOU for viewing of the footage. Draft management directive presented to Executive meeting

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				2013/2014.	(June 2014).  HQ Management are progressing this. Locations have been determined and we are currently liaising with the police to ensure these locations are appropriate (April 2014).
12	03/13	15.2	Lease For Onslow Rodeo Club  <b>MINUTE:</b> 11468	That Council accepts the attached Lease Agreement ATTACHMENT 15.2, for a maximum of 3 years, renewable in 6 monthly increments, and a fee of \$500 per annum (subject to CPI increases) for the Onslow Rodeo Club over Reserve 38264 (Lot 87 Onslow Road, Onslow).	<b>Ongoing</b>  On hold because of Ring Road  (June 2014)
13	11/12	15.3	Community Bus Tom Price  <b>MINUTE:</b> 11360	That Council direct the CEO to present a further report on Community Bus for Tom Price to a Council meeting by March 2013.	<b>Ongoing</b>  Waiting to hear from Councillor Fernandez if Nintirri are happy to take on this project. Cost of bus has been included in Capital Budget for 14/15 along with the income from a Lottery West grant.  (June 2014)

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
14	10/12	15.1	Graffiti Removal Policy  <b>MINUTE:</b> 11330	That Council accepts the attached Graffiti Removal Policy.	<b>Ongoing</b>  (June 2014)  <b>Ongoing</b> Policy accepted however, during a review of all policies by Local Laws Officer indicated wording of policy needs to be changed and the File number given to the Policy is incorrect. Will review and re-present to Council in 2013  (Nov 2013)

## Corporate Services Decision Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
1	06/14	13.1	Budget Amendment / Variation   		

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				Reason: It has been calculated that the Shire could make significant savings if it was to manage its own tagging and testing of electrical equipment. Staff have been trained and now the testing equipment needs to be purchased.	
2	06/14	13.3	Proposed 2014/2015 Fees & Charges  Minute: 11818	<p>That Council adopt the following Fees and Charges:</p> <ol style="list-style-type: none"> <li>Pursuant to section 53 of the Cemeteries Act 1986 the Council adopts the Fees and Charges for all Cemeteries in the Shire of Ashburton included at page 11 in Attachment 13.3.</li> <li>Pursuant to section 245A(8) of the Local Government (Miscellaneous Provisions) Act 1960 the Council adopts a swimming pool inspection fees of: <ul style="list-style-type: none"> <li>Initial Inspection \$50.00</li> <li>Annual Inspection Fees \$30.00 (GST INC).</li> </ul> </li> <li>Pursuant to section 67 of the Waste Avoidance and Resources Recovery Act 2007, Council adopt the following charges for the removal and deposit of domestic and commercial waste: <ol style="list-style-type: none"> <li>Residential Premises (including recycling) <ul style="list-style-type: none"> <li>240ltr bin per weekly collection \$ 412 pa</li> <li>Additional bin pick up at time of normal collection \$ 453 pa</li> <li>New Replacement 240ltr bin \$ 149 pa</li> </ul> </li> <li>Commercial Premises <ul style="list-style-type: none"> <li>240ltr bin per weekly collection \$ 733 pa</li> <li>600ltr Bulk Bin Weekly Collection \$1,085 pa</li> <li>1.1m3 per weekly collection \$1,545 pa</li> </ul> </li> </ol> </li> <li>Pursuant to section 67 of the Waste Avoidance and Resources Recovery Act 2007, and section 6.16 of the Local Government Act 1995 Council adopt the following charges for the deposit of domestic and commercial waste: <ul style="list-style-type: none"> <li>Domestic (private residents: cars, utilities, trailers only) No Charge</li> <li>Unsecured Commercial Loads \$21.00/load</li> <li>Commercial Bulk Waste delivered to landfill site \$51/m3</li> <li>Comingled Waste and Recyclable material (including timber &amp; Steel) \$102.00/ m3</li> <li>Car and light vehicle tyres \$10.50/tyre</li> <li>Fire Extinguishers (Emptied) \$10.50ea</li> </ul> </li> </ol>	<b>Completed</b>  Fees and Charges amended as per Council resolution  Fees and Charges Advertised 21 June.  Up loaded to website  (July 2014)



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				<div><div><div><div><div><div></div><div>Truck tyres</div><div>\$15.50/tyre</div></div><div><div></div><div>Earthmover tyres</div><div>By negotiation</div></div><div><div></div><div>Gas bottles valve intact</div><div>\$10.50ea</div></div><div><div></div><div>Waste oil</div><div>\$1.00/ltr</div></div><div><div></div><div>White goods</div><div>\$21.00ea</div></div><div><div></div><div>210ltr Drums (empty)</div><div>\$10.50/drum</div></div><div><div></div><div>Vehicle batteries</div><div>\$10.50per battery</div></div><div><div></div><div>Asbestos (Double Wrapped)</div><div>\$51.00/m3</div></div><div><div></div><div>Burial fee</div><div>\$51.00</div></div><div><div></div><div>Oversized items</div><div>By negotiation</div></div><div><div></div><div>Car Bodies</div><div></div></div><div><div></div><div>(All oils (including diff oil), fuels and batteries removed)</div><div>\$50.00/car</div></div><div><div></div><div>Recyclable materials separated &amp; uncontaminated</div><div>Free</div></div></div></div></div></div> <div>5. The remaining fees and charges as per ATTACHMENT 13.3, with the following modifications:<div><div><div>040277</div><div>Colour A3 (Tom Price / Para)</div><div>\$2.65 (incorrectly listed as \$1.40)</div></div><div><div>072133</div><div>Trading (outside)/day</div><div>\$35.00</div></div><div><div></div><div>Trading (outside)/week</div><div>\$100.00</div></div><div><div></div><div>Trading (ouside)/annual</div><div>\$750.00</div></div></div></div> <div>6. A “Companion Cardholder” fee, where the cardholder is entitled to free access to Shire venues when the holder is accompanying the person being cared for.</div> <div>Further, that Council requires that:</div> <div><div>1. The maps for Trading in Public Places licenses be reviewed; and</div><div>2. A review fo the animal penalties be undertaken with the view to best balance the penalty/incentive for good animal ownership.</div></div>	
3	06/14	13.4	2014/15 Budget Timeline And Special Meetings  Minute: 11815	<div>That Council:</div> <div><div>1. Convenes a Special Meeting of Council at Onslow Multi-Purpose Centre, corner of McGrath Rd and Hooley Rd Onslow on  9 July 2014  commencing at 7.00 pm for the purpose of determining the 2014/15 Annual Budget and its components - Consideration of Submissions for Differential Rates; and</div></div>	Completed  Special meeting Advertised 30 June 2014 and in Libraries

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				<div>2. Approve the use of instantaneous communications for the Special Meeting in the following locations:</div> <table><tr><td>Location</td><td>Councillors</td></tr><tr><td>Onslow Multi-Purpose Centre, corner of McGrath Rd and Hooley Rd Onslow</td><td>Cr K White Cr A Eyre</td></tr><tr><td>Tom Price Council Chambers, Central Rd Rd, Tom Price</td><td>Cr C Fernandez Cr P Foster Cr T Bloem Cr L Thomas</td></tr><tr><td>Paraburdoo Office Meeting Room Ashburton Ave, Paraburdoo</td><td>Cr L Rumble Cr D Dias</td></tr><tr><td>Pannawonica Library, Pannawonica Drive, Pannawonica</td><td>Cr D Wright</td></tr></table>	Location	Councillors	Onslow Multi-Purpose Centre, corner of McGrath Rd and Hooley Rd Onslow	Cr K White Cr A Eyre	Tom Price Council Chambers, Central Rd Rd, Tom Price	Cr C Fernandez Cr P Foster Cr T Bloem Cr L Thomas	Paraburdoo Office Meeting Room Ashburton Ave, Paraburdoo	Cr L Rumble Cr D Dias	Pannawonica Library, Pannawonica Drive, Pannawonica	Cr D Wright	and Notice Boards.  (July 2014)
Location	Councillors														
Onslow Multi-Purpose Centre, corner of McGrath Rd and Hooley Rd Onslow	Cr K White Cr A Eyre														
Tom Price Council Chambers, Central Rd Rd, Tom Price	Cr C Fernandez Cr P Foster Cr T Bloem Cr L Thomas														
Paraburdoo Office Meeting Room Ashburton Ave, Paraburdoo	Cr L Rumble Cr D Dias														
Pannawonica Library, Pannawonica Drive, Pannawonica	Cr D Wright														
4	06/14	13.5	Review Of Wards And Representati on 2014  Minute:11820	That Council endorse option 1 to maintain the status quo, on the basis that whilst it is recognised that the current ward system does not conform to the 10% standard deviation requirement of the Local Government Advisory Board, the current system does recognise the district communities of interest across the Shire as well as the natural physical and topographical arrangement of the towns and the economic groupings of the communities. It also reasonably accommodates a Shire of 105,647 square kilometres with two Councillors sharing the representation of this significant pastoralist land mass.	Completed  Letter Drafted awaiting signature.  (July 2014)										
5	06/14	13.6	Review Of Fin07 Investment Policy  Minute: 11809	That Council adopt the FIN07 Investment Policy as per ATTACHMENT 13.6.	Completed  Policy Drafted awaiting signature.  It will then be uploaded to Website and AIMS (July 2014)										

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
6	04/14	13.1	Shire of Ashburton Office/Hall/Library Onslow - Concept Plans  <b>Minute:</b> 11779	<p>That Council:</p> <ul style="list-style-type: none"> <li>a. Note the community consultation received and commit to informing the community of the Council's position on that contribution;</li> <li>b. Endorse the suggested officer responses to the various community contribution issues raised for consideration;</li> <li>c. Endorse the Gresley Abas Concept Plan for the replacement Office/Hall &amp; Library in Onslow;</li> <li>d. Allocate funding of \$9.5 million in the 2014/15 budget (including a loan of up to \$4m);</li> <li>e. Formally apply for the full \$2m from the Community Development Fund (allocated to 'Customer Service Centre') for the project; and</li> <li>f. Authorise proceeding to a Design &amp; Construct Tender for the Construction of Shire of Ashburton Office/Hall/Library complex in Onslow.</li> </ul>	<b>Ongoing</b>  Update of project sent to Councillors Via email 30 June 2014.
7	03/14	13.4	Shire Of Ashburton Fencing Local Law 2014  <b>Minute:</b> 11769	<ul style="list-style-type: none"> <li>1. Adopt the Shire of Ashburton Fencing Local Law 2014 as per ATTACHMENT 13.4</li> <li>2. Endorse the purpose and effect of the Local Law being:</li> </ul> <p>The purpose of this Local Law is to provide for the regulation, control and management of fences within the district.</p> <p>The effect of this Local Law is to—</p> <ul style="list-style-type: none"> <li>(a) regulate, manage and control fences; and</li> <li>(b) establish the standard of a sufficient fence according to land use.</li> </ul>	<b>Ongoing</b>  Joint Standing Committee has determined that we did not consult with the Minister for Commerce and Parliament will need to determine if

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				3. Authorise the gazettal of the Shire of Ashburton Fencing Local Law 2014 in the Government Gazette.  4. Authorise the public notice advertisement, (after gazettal), of the commencement date of the Shire of Ashburton Fencing Local Law 2014.  5. Authorise the Shire President and the Chief Executive Officer to affix the Shire's Common Seal to the Shire of Ashburton Fencing Local Law 2014.	Local Law can proceed (expected September 2014)  (June 2014)
8	08/13	18.1	Probity Audit - Report To Be Provided  <b>Minute:</b> 11629	1. Receive the report 'Carbone Report" as previously circulated; and  2. As a matter of priority request the new Chief Executive Officer to provide a further report outlining a structured methodology to address the recommendations of the Carbone Report.  3. Form a working group comprising of the Shire President and Deputy President, with the capacity to co-opt other members to work with the Chief Executive Officer to work through the recommendations of the Carbone Report in providing this report to Council as required in Point 2.  4. Authorise the working group to add other areas of operational issues identified by the working group for the Chief Executive Officer to address in the report to be prepared as required in Point 2.	<b>Ongoing</b>  CEO provided advice to Councillors (by email) at end December 2013. Report included timeline for addressing issues raised by Carbone  (May 2014)
9	06/13	11.4	Financial Management Audit	That Council:  1. Receives the Financial Management Review as per Regulation 5(2)(c) of the Local Government (Financial Management) Regulations 1996;	<b>Ongoing</b>  A/CEO has directed

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
			Minute: 11545	2. Directs the Chief Executive Officer to take action on the recommendations contained in the report.	Finance Manager to address issues raised in the Financial Management Review and report back to him.  85% of issues now addressed.  (July 2014)
10	09/12	11.6	GRV rating of worker accommodation facilities and other selected capital improvements on mining and petroleum leases  Minute: 11282	That Council 1. Adopt Draft Council Policy "Gross Rental Valuation Rating of Worker Accommodation Facilities and other Selected Capital Improvements on Mining and Petroleum Leases". 2. Implement a program of GRV rating Workers Accommodation Facilities and other GRV rateable improvements on mining tenements and petroleum licenses, within the constraints generated by existing "State Agreement" legislation; and 3. Instruct the Chief Executive Officer to proceed with implementing the policy in 1 above, in accordance with the procedures set out in the Department of Local Government's publication "Guideline Number 2. Changing Methods of Valuation of Land (Revised March 2012)".	<b>Ongoing</b>  Letters sent to owners of Worker accommodation facilities.  Councillors advise via email 16 June 2014.  (July 2014)
11	12/09	12.12.7 6	Realignment of Hillside	That Council defer consideration of the agenda item until the February 2010 meeting of Council, the reason being subsequent to the preparation of the agenda item the Shire	<b>Ongoing</b>

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
			Pastoral Station Boundary Border	received two more proposals from the Local Government Advisory Board to amend the Shire's boundary with the Shire of East Pilbara. It was considered appropriate to consider the proposals collectively.	(July 2014)



## Development and Regulatory Services Status Report

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
1	12/12	13.1	Paraburdoo Light Industrial Area Accommodation  <b>MINUTE:</b> 11377	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Note the outcomes of the inspection carried out on 20 November 2012 by Shire Staff as provided for in ATTACHMENT 13.1.</li> <li>2. Request the Acting Chief Executive Officer to: <ol style="list-style-type: none"> <li>i. Write to those land owners (including State Lands) that the inspection referred to in 1. above revealed had unauthorised accommodation on their land and advising that the accommodation be either removed or modified such that it is not available for accommodation purposes (within three (3) months and advising potential penalties for not complying);</li> <li>ii. Undertake a further inspection to address compliance;</li> <li>iii. Provide a further report to Council with respect initiating legal action against those owners that have not sought to achieve compliance.</li> <li>iv. Write to Rio Tinto and the Minister for Lands to determine whether land can be made available for operators at the Paraburdoo light industrial area for accommodation.</li> </ol> </li> </ol>	<p><b>Ongoing</b></p> <p>Compliance Officer Meeting with Shire Media team to set out campaign and which department should carry cost.</p> <p>Setting dates for campaign, amnesty period and logical audits of all Shire Light Industrial Areas beginning with Tom Price, Paraburdoo, Pannawonica and lastly Onslow.</p> <p>Setting Regulatory Services team meetings in readiness for a team approach (Planning, Building &amp; Health) to carrying out Audits and handling inquiries during amnesty period.</p> <p>(July 2014)</p>

#	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
2	12/13	14.8	<p>Onslow Rodeo Grounds (Reserve 39070)</p> <p><b>MINUTE:</b> 11718</p>	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Authorise the Chief Executive Officer to undertake an independent environmental 'audit' and detailed site investigation of Reserve 39070 to: <ul style="list-style-type: none"> <li>• determine what has been disposed of on the site;</li> <li>• address the classification as 'Possibly contaminated - investigation required'</li> <li>• whether the site is safe for use from any contaminants on or within the site; and;</li> <li>• any other matter relevant to the Council and the Department of Environment Regulation that would enable the withdrawal of Memorial M400302.</li> </ul> </li> <li>2. In relation to 1. above, Directs investigate if the audit is able to conducted using current staff resources and expertise, and if not, direct funding, of up to \$50,000, for the environment audit and detailed site investigation of Reserve 39070 be taken from account 140114 (consultant/project costs) of up to \$50,000 and that it be recognised as over budget expenditure.</li> </ol>	<p><b>Ongoing</b></p> <p>Coordinator of Health reviewing file and considerations as to better identifying site in company with Munro's.</p> <p>Finding a resolution as to best management of site in conjunction with Contaminated Sites Bureau.</p> <p>General condition of Rodeo grounds also needs addressing re – dumped tyres and scrap metal.</p> <p>(July, 2014)</p>

## Development and Regulatory Services Status Report – Planning Services

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
1	06/14	14.1	Amendment To Draft Local Planning Policy 29 (Development Plan) For Lot 381 Second Avenue, Onslow  <b>MINUTE:</b> 11809	That Council allow the modification of Condition 3 of the 'Development Plan' attached to Draft Local Planning Policy 29 to indicate that a Coastal Hazard Risk Management and Adaptation Plan for Lot 381 Second Avenue, Onslow be prepared and implemented to the satisfaction of the Shire of Ashburton rather than the Department of Planning.	<b>Ongoing</b>  (Approved June OCM - needs to be advertised then will be a formal policy)  (July 2014)
2	04/14	14.2	Consideration of adoption of amendment 15 to town planning scheme (TPS) 7 - Proposed mixed business zone  <b>MINUTE:</b> 11776	That Council:  1. Resolves pursuant to Town Planning Regulations 17, 18 and 25:  1.1. to receive the 97 submissions in relation to Amendment No.15 to the Shire of Ashburton Town planning Scheme No. 7, as summarised at ATTACHMENT 14.2F; and  1.2. that Amendment No 15 to the Shire of Ashburton Town Planning Scheme No.7,be adopted for final approval with the following modifications:  1.3. i. Deletion of the lot and road layout depicted on the proposed rezoning scheme map, at ATTACHMENT 14.2H; ii. Deletion of part 2 of the amendment initiation resolution which seeks to modify the Zoning Table in TPS 7 by designating an 'aerodrome' as a	<b>Ongoing</b>  (needs to go to July OMC as there were mistakes in the previous report)  (July 2014)

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>'D' use class in the 'Mixed Business' zone;</p> <p>2. Authorises the Shire President and the Chief Executive Officer to execute and affix the Shire of Ashburton common seal to Amendment No. 15 to the Shire of Ashburton Town Planning Scheme No.7 Amendment documents reflecting the Council's endorsement of final approval;</p> <p>3. Authorises the Chief Executive Officer and/ or the Shire's Officer's to prepare and amend;</p> <p>3.1 the proposed rezoning scheme map of Amendment No 15 to the Shire of Ashburton Town Planning Scheme No.7 as at ATTACHMENT 14.2H to be consistent with current mapping standards of the Shire and Western Australian Planning Commission, including the deletion of the lot and road layout depicted on the proposed rezoning map;</p> <p>3.2 revise the Development Plan as at ATTACHMENT 14.2C to be consistent with the requirements of the Western Australian Planning Commission's Structure Plan Preparation Guidelines and report back to Council accordingly for further consideration;</p> <p>4. Forwards the relevant executed documents to the Western Australian Planning Commission and Requests the Honourable Minister for Planning and the Western Australian Planning Commission to adopt for final approval and gazettal, Amendment No.15 to the Shire of Ashburton Town Planning Scheme No.7; and</p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				5. Advises those who made submissions of the Council decision.	
3	12/13	14.5	<p>Draft Landcorp Onslow Expansion Development Plan And Draft Amendments No. 21 And 22 To Planning Scheme No. 7 For Final Approval</p> <p><b>Minute: 11711</b></p>	<p>That Council:</p> <p>(A) ONSLOW EXPANSION DEVELOPMENT PLAN</p> <ol style="list-style-type: none"> <li>Adopts the 'Schedule of Submissions ATTACHMENTS 14.5D &amp; 14.5E prepared in response to the advertising of the draft Onslow Expansion Development Plan.</li> <li>Adopts the draft Onslow Expansion Development Plan for final approval pursuant to the requirements of Clause 6.4, Appendix 7 and Appendix 11 of the Scheme subject to the draft Onslow Expansion Development Plan being modified in accordance with 'Schedule of Submissions ATTACHMENTS 14.5D &amp; 14.5E.</li> <li>Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Ashburton on documentation.</li> <li>Refer the adopted draft Onslow Expansion Development Plan to the Western Australian Planning Commission with a request for endorsement as a framework for the future land use and development of the land subject of draft Amendment No. 21 and Amendment No 22.</li> </ol> <p>(B) LOCAL PLANNING SCHEME AMENDMENT NO. 21</p> <ol style="list-style-type: none"> <li>Endorses the Schedule of Submissions ATTACHMENT 14.5D prepared in response to the community consultation undertaken in</li> </ol>	<p><b>Ongoing</b></p> <p>(Landcorp have indicated they may need to make minor revisions to the DP relating to the DoE site).</p> <p>(July 2014)</p>

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>relation to Amendment No. 21.</p> <p>2. Pursuant to Part V of the Planning and Development Act 2005 ("Act"), and having considered the submissions lodged during the advertising period, adopt for final approval draft Amendment No. 21 to the Shire of Ashburton Local Planning Scheme No. 7 ("Scheme") by rezoning of land as follows:</p> <p>a) Rezoning:</p> <p>i. Lot 301 (Conservation, Recreation &amp; Nature Landscape reserve - portion only);</p> <p>ii. Lot 41 (Conservation, Recreation &amp; Nature Landscape reserve - portion only);</p> <p>iii. Lot 303 (Conservation, Recreation &amp; Nature Landscape reserve - portion only);</p> <p>iv. Lot 571 (Conservation, Recreation &amp; Nature Landscape reserve - portion only);</p> <p>v. Lot 448 (Conservation, Recreation &amp; Nature Landscape reserve);</p> <p>vi. Eagles Nest Road Reserve (Road Reserve);</p> <p>vii. UCL 214441 (Rural Living zone);</p> <p>viii. Lot 76 (Rural Living zone);</p> <p>ix. Lot 77 (Rural Living zone);</p> <p>x. Lot 78 (Rural Living zone);</p> <p>xi. Lot 75 (Rural Living zone);</p> <p>xii. Lot 74 (Rural Living zone);</p> <p>xiii. Lot 73 (Rural Living zone);</p> <p>xiv. Lot 129 (Public Purposes – Waste Disposal and Treatment reserve);</p> <p>xv. Lot 80 (Rural Living zone);</p> <p>xvi. Lot 72 (Public Purposes – Water and Drainage reserve );</p> <p>xvii. Lot 71 (Rural Living zone);</p>	



#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>xviii. Lot 70 (Rural Living zone);  xix. Lot 69 (Rural Living zone);  xx. Reserve 219198 (Public Purposes – Waste Disposal and Treatment reserve - portion only); and  xxi. Lot 302 (Public Purposes – Waste Disposal and Treatment reserve - portion only)</p> <p>to 'Urban Development zone.</p> <p>b) Amending the Scheme Maps accordingly.</p> <p>3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Ashburton on documentation.</p> <p>4. That the Council refer Amendment No. 21 to the Scheme, so adopted for final approval, to the Western Australian Planning Commission with a request for the approval of the Hon. Minister for Planning.</p> <p>5. That, where notification is received from the Western Australian Planning Commission that a modification of the Amendment is required prior to approval of the Amendment by the Minister, this modification is to be undertaken in accordance with the requirements of the Town Planning Regulations 1967, unless the modification affects the intent of the Amendment, in which case it shall be referred to the Council for consideration.</p> <p>(C) LOCAL PLANNING SCHEME AMENDMENT NO. 22</p> <p>1. Endorses the Schedule of Submissions ATTACHMENT 14.5E prepared in response to the community consultation undertaken in</p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>relation to Amendment No. 22.</p> <p>2. Pursuant to Part V of the Planning and Development Act 2005 ("Act"), and having considered the submissions lodged during the advertising period, adopt for final approval draft Amendment No. 22 to the Shire of Ashburton Local Planning Scheme No. 7 ("Scheme") by:</p> <p>a) Inserting new Clause 6.6.4 of the Scheme to read as follows:</p> <p>"6.6.4 Notwithstanding any other provision of the Scheme, where a development plan is prepared and approved in accordance with this Scheme over land zoned 'Residential' or Urban Development' and where it provides density coding in accordance with the Residential Design Codes, servicing, development and subdivision will be in accordance with the R Code density of the development plan."</p> <p>b) Amending Clause 6.8 of the Scheme to read as follows:</p> <p>"6.8 Urban Development Zone</p> <p>6.8.1 Before considering any proposal for subdivision or the residential development of land within the Urban Development Zone (not including a single dwelling), the Local Government will require the preparation of a Development Plan for the entire development area or any part or parts as is considered appropriate by Local Government and which will define the relevant R Coding for individual precincts.</p> <p>6.8.2 Before considering any proposal for development of land (other than residential) within the Urban Development Zone, the Local</p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>Government may require the preparation of a development plan for the entire development area or any part or parts as is considered appropriate by Local Government.</p> <p>6.8.3 Applications for development for land zoned Urban Development and which could be potentially contaminated through previous land uses shall not be determined by the Local Government unless issues relating to possible soil and groundwater contamination are first resolved to the satisfaction of the Department of Environmental Protection.</p> <p>6.8.4 In considering any proposal for subdivision or development of land within the Urban Development Zone, the Local Government shall have regard to any existing or proposed extractive industry operations within the zone, and may require or recommend to the WAPC staging of development or subdivision to minimise land use conflict during the life of the extractive industry operation."</p> <p>c) Amending the Scheme Maps by removing reference to the Residential Design Codes density to the Urban Development zone.</p> <p>d) Inserting new Clause 6.4.12 into the Scheme to read as follows: "6.4.12 The following Development Plans have been adopted under the Scheme by the local government and Western Australian Planning Commission:</p> <p>6.4.12.1 Onslow Townsite Expansion Development Plan, as contained within Appendix 12 of the Scheme."</p> <p>e) Insert new Appendix 12 into the Scheme to read as follows: "Appendix 12 Development Plans adopted under the Scheme by the</p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>local government and Western Australian Planning Commission."</p> <p>3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Ashburton on documentation.</p> <p>4. That the Council refer Amendment No. 22 to the Scheme, so adopted for final approval, to the Western Australian Planning Commission with a request for the approval of the Hon. Minister for Planning.</p> <p>5. That, where notification is received from the Western Australian Planning Commission that a modification of the Amendment is required prior to approval of the Amendment by the Minister, this modification is to be undertaken in accordance with the requirements of the Town Planning Regulations 1967, unless the modification affects the intent of the Amendment, in which case it shall be referred to the Council for consideration.</p>	
4	11/13	14.15	<p>Draft 'Local Planning Policy - Lot 381 Second Avenue/Third Avenue Onslow' - For Adoption</p> <p><b>MINUTE:</b> 11686</p>	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Notes the Schedule of Submissions as ATTACHMENT 14.15B and the proponent's response to the submissions as ATTACHMENT 14.15C to this Report.</li> <li>2. Adopt '<i>Local Planning Policy - Lot 381 Second Avenue/Third Avenue Onslow</i>' modified as required in Schedule of Submissions as ATTACHMENT 14.15B to this Report as a Local Planning Policy under the provisions of Cl. 2.3 of the Shire of Ashburton Local Planning Scheme No. 7 ('Scheme').</li> </ol> <p>Authorise the Chief Executive Officer to finalise the documentation</p>	<p><b>Ongoing</b></p> <p>(Approved June OCM - needs to be advertised)</p> <p>(July 2014)</p>

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				as required in 2. Above in order to finalise <i>'Local Planning Policy - Lot 381 Second Avenue/Third Avenue Onslow'</i> and once undertaken, advertise in accordance with the provisions of the Scheme.	
5	9/13	14.4	<p>Draft Scheme Amendment No. 24 - Revised Provisions In Clause 7.3 - Onslow Coastal Hazard Area Provision And New Appendix 11 - For Final Approval</p> <p><b>MINUTE:</b> 11630</p>	<p>That Council:</p> <ol style="list-style-type: none"> <li>Pursuant to Part V of the Planning and Development Act 2005 ("Act"), and having considered the submissions lodged during the advertising period, adopt with modification for final approval, draft Amendment No. 24 ("draft Amendment") to Shire of Ashburton Town Planning Scheme No. 7 ("Scheme") as follows: <ol style="list-style-type: none"> <li>To replace and introduce a revised provision Clause 7.3 as follows: <p><i>"7.3 Onslow Coastal Hazard Area</i>  <i>7.3.1 The Special Control Area applies to all land identified on the Scheme Map and as defined in Appendix 11.</i></p> <p><i>7.3.2 Applications for planning approval within the Special Control Area shall be assessed under Appendix 11 and all development shall conform to the requirements of Appendix 11.</i></p> <p><i>7.3.3 Applications for planning approval not in conformity with of Appendix 11 are prohibited."</i></p> </li> <li>To replace and introduce a revised provision Clause 6.20.2 and Clause 6.20.3 as follows: <p><i>"6.20.2 In areas not subject to Onslow Coastal Hazard Area and</i></p> </li> </ol> </li> </ol>	<p><b>Ongoing</b></p> <p>Waiting on final approval from the Minister.</p> <p>(July 2014)</p>

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p><i>where the Local Government considers the form of development the subject of a planning application to be potentially incompatible with land prone to flood and storm surge events, it must be satisfied that approval of such planning applications has regard to flood and storm surge events and may approve, with or without conditions, or refuse proposals at its discretion.</i></p> <p><i>6.20.3 Prior to considering planning applications under Clause 6.20.2 the Local Government shall consult with the relevant agencies regarding the most up-to-date information available about potential flood and storm surge events as relevant to the land subject to particular applications for planning approval.”</i></p> <p>3. Introduce a new provision of Appendix 11 as follows: “APPENDIX 11</p> <p><i>Purpose:</i></p> <ul style="list-style-type: none"> <li><i>To ensure that all development within the Onslow Coastal Hazard Area is designed and developed with finished floor levels to reflect the direction of State Planning Policy 2.6 and State Planning Policy 3.4.</i></li> </ul> <p>1. <i>Land use definitions to be applied in this Appendix are those applicable to the predominant use of the specific proposal and not necessarily the various components of the overall land use.</i></p> <p><i>Note: For example, A dwelling may have sheds and a garage which can be approved at a minimum ground level of 2.5mAHD.</i></p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>2. For the purpose of Appendix 11, the following land use descriptions apply:</p> <p>i. 'Entertainment, recreation and culture' use means:</p> <ul style="list-style-type: none"> <li>• Clubrooms</li> <li>• Equestrian Centre</li> <li>• Private Recreation</li> <li>• Public Recreation</li> </ul> <p>ii. 'Commercial-strategic' use means:</p> <ul style="list-style-type: none"> <li>• Shop (greater than 150m2 GLA)</li> </ul> <p>iii. 'Commercial-non strategic' use means:</p> <ul style="list-style-type: none"> <li>• Caretaker's Dwelling</li> <li>• Display Home Centre</li> <li>• Entertainment Venue</li> <li>• Exhibition, Display and Outdoor Sales Facilities</li> <li>• Holiday Accommodation</li> <li>• Hotel</li> <li>• Market</li> <li>• Motel</li> <li>• Movable Dwelling</li> <li>• Motor Vehicle and/or Marine Repair</li> <li>• Motor Vehicle and/or Marine Sales &amp; Hire</li> <li>• Motor Vehicle and/or Marine Service Station</li> <li>• Motor Vehicle and/or Marine Wrecking</li> <li>• Motor Vehicle Wash</li> <li>• Office</li> <li>• Outdoor Display</li> <li>• Reception Centre</li> </ul>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<ul style="list-style-type: none"> <li>• Restaurant</li> <li>• Shop (less than 150m2 GLFA)</li> <li>• Showroom</li> <li>• Commerce continued</li> <li>• Take-away Food Outlet</li> <li>• Warehouse</li> <li>• Transient Workforce Accommodation</li> </ul> <p><i>'Health, welfare and community services-non strategic' use means:</i></p> <ul style="list-style-type: none"> <li>• Carpark</li> <li>• Childcare Service</li> <li>• Community Use</li> <li>• Consulting Rooms</li> <li>• Education Establishment</li> <li>• Funeral Parlour</li> <li>• Place of Animal Care</li> <li>• Place of Public Meeting, Assembly or Worship</li> </ul> <p><i>'Health, welfare and community services-strategic' use means:</i></p> <ul style="list-style-type: none"> <li>• Emergency Services</li> <li>• Hospital</li> <li>• Medical Centre</li> <li>• Nursing Home</li> <li>• Public Utility</li> </ul> <p>iv. <i>'Industry' means:</i></p> <ul style="list-style-type: none"> <li>• Abattoir</li> <li>• Agriculture</li> <li>• Arts and Crafts Centre</li> <li>• Harbour and Marina Facilities</li> </ul>	



#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<ul style="list-style-type: none"> <li>• <i>Hire Service (Industrial)</i></li> <li>• <i>Home Business</i></li> <li>• <i>Home Occupation</i></li> <li>• <i>Industry - Extractive</i></li> <li>• <i>Industry - General</i></li> <li>• <i>Industry - Light</i></li> <li>• <i>Industry - Resource Processing</i></li> <li>• <i>Industry - Rural</i></li> <li>• <i>Industry - Service</i></li> <li>• <i>Infrastructure</i></li> <li>• <i>Intensive Agriculture</i></li> <li>• <i>Research Laboratory</i></li> <li>• <i>Stockyard</i></li> <li>• <i>Storage facility/depot/laydown area</i></li> </ul> <p>v. <i>'Residential' means:</i></p> <ul style="list-style-type: none"> <li>• <i>Aged or Dependent Persons Dwelling</i></li> <li>• <i>Grouped Dwelling</i></li> <li>• <i>Multiple Dwelling</i></li> <li>• <i>Residential Building</i></li> <li>• <i>Single House</i></li> <li>• <i>'Temporary and/or transient' use means use and development that have a limited tenure and operation on land and may include:</i> <ul style="list-style-type: none"> <li>• <i>caravan park;</i></li> <li>• <i>transient workforce accommodation on land zoned Tourist;</i></li> <li>• <i>car park; and</i></li> <li>• <i>ablutions; or</i></li> <li>• <i>other use only where the local government resolves that the particular development or use is consistent with the</i></li> </ul> </li> </ul>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p><i>purposes of Appendix 11.</i></p> <p>3. <i>Within the Onslow Coastal Hazard Area the following land use and development shall only be undertaken within the following finished floor levels to the satisfaction of the local government:</i></p> <p><i>i. All health, welfare and community services strategic use and development shall be at a minimum finished floor level of 6.4mAHD.</i></p> <p><i>ii. All commercial-strategic use and development shall be at a minimum finished floor level of 5.9mAHD.</i></p> <p><i>iii. Commercial-strategic use and development greater than 150m<sup>2</sup> (e.g. supermarket) shall be at a minimum finished floor level of 5.9mAHD unless storage either site is at 5.9mAHD or the applicant or landowner can secure an alternative site for storage at 5.9mAHD.</i></p> <p><i>iv. All residential use and development shall be at a minimum finished floor level of 5.9mAHD.</i></p> <p><i>v. All industry use and development shall be at a minimum finished floor level of 4.9mAHD.</i></p> <p><i>vi. All commercial-non strategic use and development shall be at a minimum finished floor level of 4.9mAHD.</i></p> <p><i>vii. All health, welfare and community services-non strategic use and development shall be at a minimum finished floor level of 4.9mAHD.</i></p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>viii. <i>Temporary and/or transient use and development may be approved at a minimum finished floor level of 4mAHD. Where planning approval is issued, the use and development shall not remain beyond 31 December 2040. All such approved uses shall be removed from the land by 31 December 2040.</i></p> <p>ix. <i>Entertainment, recreation and culture use may be at a minimum finished floor level of 2.5mAHD.</i></p> <p>4. <i>All land subject of a planning approval within the Onslow Coastal Hazard Area shall have minimum finished ground level of 2.5mAHD.</i></p> <p>5. <i>Any filling of land within the Onslow Coastal Hazard Area shall require the consent of the local government. There is a presumption against filling to achieve a finished ground level higher than 2.5mAHD.</i></p> <p>6. <i>A planning approval within the Onslow Coastal Hazard Area shall include a condition that a memorial is placed on title that clearly defines that the development on the land may be subject to storm surge and flooding.</i></p> <p>7. <i>Notwithstanding any Clause of Appendix 11, where land is specifically included in an adopted Municipal Inventory of Heritage Places or State Heritage Register, the local government may approve an application for planning approval on land at a finished floor level less than that prescribed in Appendix 11 provided any:</i></p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p><i>i. such approval in keeping with the historic nature of the existing buildings; and</i></p> <p><i>ii. planning approval includes a memorial is on title as required in Clause 6.</i></p> <p><i>8. Notwithstanding Clause 3. of Appendix 11, upon application for planning approval to the local government for land either specifically referred to in a:</i></p> <p><i>i. commercial-non strategic use and development; or</i></p> <p><i>ii. industry use and development; or</i></p> <p><i>iii. health, welfare and community services-non strategic;</i></p> <p><i>may be considered by the local government at the minimum finished floor level described in the plan attached to Appendix 11 where:</i></p> <p><i>i. the application includes a strategy and management measures to:</i></p> <p><i>a) ensure that any storage, warehousing, electrical fittings/switchboards (but not including electrical power-points) are provided above 5.9mAHD;</i></p> <p><i>b) address how an approved use can be removed or adapted as the case may be by the date referred to in ii) below;</i></p> <p><i>ii. an approved use is removed or adapted as the case may be from the land as follows:</i></p> <p><i>a) where the finished floor level is between 4.0m - 4.8mAHD, the development shall be removed by 31</i></p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<p><i>December 2040; and</i></p> <p><i>b) where the finished floor level is between 4.9m - 5.8mAHD, the development shall be removed or adapted by 31 December 2060.</i></p> <p><i>9. Where a planning approval is issued under Clause 7. of Appendix 11 or where a temporary and/or transient use and development is approved, the local government shall not support subdivision unless it is an amalgamation of land."</i></p> <p>4. To modify the Scheme Maps reflecting a modified <i>Onslow Coastal Hazard Area – Special Control Area</i> (as provided in <b>ATTACHMENT 14.4A</b> and <b>ATTACHMENT 14.4B</b>)</p> <p>2. That the Council endorses the Schedule of Submissions (<b>ATTACHMENT 14.4C</b>) prepared in response to the community consultation undertaken in relation to Amendment No. 24.</p> <p>3. Authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Ashburton on documentation.</p> <p>4. That the Council refer Amendment No. 24 to the Scheme, so adopted for final approval, to the Western Australian Planning Commission with a request for the approval of the Hon. Minister for Planning.</p> <p>5. That, where notification is received from the Western Australian Planning Commission that a modification of the Amendment is required prior to approval of the Amendment by the Minister, this modification is to be undertaken in accordance with the requirements</p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				of the Town Planning Regulations 1967, unless the modification affects the intent of the Amendment, in which case it shall be referred to the Council for consideration.	
6	9/13	13.6	<p>Draft Wheatstone Fly In Fly Out Operations Village Detailed Area Plan - Council Consideration For Additional Information And Advertising</p> <p><b>MINUTE:</b> 11526</p>	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Note the draft Detailed Area Plan (DAP) lodged by Chevron Australia Pty Ltd (Chevron) to guide the development of the Fly-in Fly-out (FIFO) Operations Village in Onslow, for the Wheatstone project as provided in ATTACHMENT 13.6.</li> <li>2. Advise Chevron that prior to advertising the draft DAP, Council requires the following modifications and inclusion as 'conditions' on the actual DAP to the satisfaction of the Acting Chief Executive Officer: <ul style="list-style-type: none"> <li>• Ensuring that at least 25% of Chevron's operational workers reside independently in Onslow and define the actual number of staff to be accommodated at the Operations Village.</li> <li>• Define the schedule as to when accommodation for the 25% operational staff will reside independently to the Village.</li> <li>• Clarify the need for 9 ha of land for the village and why it necessitates such a significant proportion of land for recreational purposes when such facilities (such as 25m pool) are unavailable to the community of Onslow.</li> <li>• Confirm that operation of the Village will only commence when the new access Road is built and connected to Onslow Road.</li> </ul> </li> </ol>	<p><b>Ongoing</b></p> <p>Discussions regarding the DAP are on-going.</p> <p>(July 2014)</p>

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				<ul style="list-style-type: none"> <li>Define maximum noise levels from the 'services and utilities' area of the Village to the future residential development to the north.</li> <li>Limit access points/crossovers to the new Onslow Road to maximum of two crossovers.</li> <li>Define temporary construction access that does not involve the use of 'residential' road within Onslow.</li> </ul> <p>3. Advise Chevron that it is suggested that to be advertised the draft DAP be modified to address matters associated with the development and operation of the Village such as:</p> <ul style="list-style-type: none"> <li>Liveable Neighbourhoods and Element R19 (gated communities).</li> <li>Reasonable means to ensure that the operation of the Village will integrate with the community of Onslow.</li> <li>Amending the SIS to correctly identify the ratio of FIFO village residents and independent Chevron residents.</li> </ul> <p>4. Once the modifications required in 2. above have been undertaken to the satisfaction of the Acting Chief Executive officer advertise the draft DAP for a minimum of 21 days and refer back to Council for determination.</p> <p>5. Based on the correspondence received from Chevron Pty Ltd (ATTACHMENT 13.6A) and the representation to Council by the Team Leader, Government Approvals Technical Services, Wheatstone Project that Council provide Chevron Pty Ltd the</p>	

#	Council Meeting (mm/yy)	Agenda Ref.	Report Title	Council Decision	Current Status
				opportunity to submit the modifications required in 2. above 'without prejudice' and include correspondence that defines the company's view on the matter in the community consultation to be undertaken in 4. above.	

#### **Development Assessment Panel Decisions (Pilbara Joint Development Assessment Panel)**

New JDAP applications received 1/5/2014:

- 14-23 Minor amendment to DAP approval 20110482 - uses associated with and in support of construction village (TWA) at Lot 1577 Macedon Rd, ANSI
- 14-24 Minor amendment to DAP approval 20120332 - uses associated with and in support of construction village (TWA) at Lot 1577 Macedon Rd, ANSIA
- 14-25 Minor amendment to DAP approval 20120333 - uses associated with and in support of construction village (TWA) at Lot 1577 Macedon Rd, ANSIA



## Active Scheme Amendments - Status

Amendment No.	Site or Issue	Initiation Date of Amendment by Council	Proposal	Current status
15	Rezone certain portions of Lot 16 on Deposited Plan 161140, Onslow Road, Onslow (Onslow Airport) to 'Mixed Business' Zone. (Stage 1)	16 March 2011	Rezone certain portions of Lot 16 on Deposited Plan 161140, Onslow Road, Onslow (Onslow Airport) from Public Purposes 'Airport' Reserve to 'Mixed Business' Zone. (Stage 1)	Needs to go to July OMC as there were mistakes with the recommendation made in the April agenda item (July 2014)
16	Rezone certain portions of Lot 16 on Deposited Plan 161140, Onslow Road, Onslow (Onslow Airport) to 'Mixed Business' Zone. (Stage 2)	16 March 2011	Rezone certain portions of Lot 16 on Deposited Plan 161140, Onslow Road, Onslow (Onslow Airport) from Public Purposes 'Airport' Reserve to 'Mixed Business' Zone. (Stage 2)	Amendment on hold at present (July 2014)
21	Draft Amendment 21 comprises parcels of land including land referred to a 'horse lots' fronting on to Onslow Road.  The Amendment seeks to have land zoned 'Urban Development' without a prescribed density coding, for the intended use as future urban development. The density of subdivision and development is	14 December 2012	Parcels of land including land referred to a 'horse lots' fronting on to Onslow Road. The Amendment seeks to have land zoned 'Urban Development' without a prescribed density coding, for the intended use as future urban development. The density of subdivision and development is reflected in the draft Development Plan	Awaiting changes prior to final adoption (July 2014)

Amendment No.	Site or Issue	Initiation Date of Amendment by Council	Proposal	Current status
	reflected in draft Development Plan.			
22	<p>Draft Amendment 22 comprises lots and parcels currently zoned „Urban Development“ within the current Onslow Townsite.</p> <p>The Amendment seeks to remove the prescribed density coding and have it reflected in the draft Development Plan.</p> <p>Modifications to the Scheme are considered necessary to ensure that the density provisions of a development plan can be implemented.</p> <p>The draft Amendment addresses potential noise impacts from Onslow Salt on subdivisions and development in the form of a new ‘Special Control Area’ provision.</p>	14 December 2012	<p>Comprises lots and parcels currently zoned „Urban Development“ within the current Onslow Townsite. The Amendment seeks to remove the prescribed density coding and have it reflected in the draft Development Plan. Modifications to the Scheme are considered necessary to ensure that the density provisions of a development plan can be implemented.</p> <p>The draft Amendment addresses potential noise impacts from Onslow Salt on subdivisions and development in the form of a new ‘Special Control Area’ provision.</p>	Awaiting changes prior to final adoption (July 2014)

Amendment No.	Site or Issue	Initiation Date of Amendment by Council	Proposal	Current status
23	New Provision in the Shire of Ashburton Local Planning Scheme No. 7 – Clause Height of Buildings in the ‘Commercial and Civic’ Zone, Onslow	21 March 2012	New Provision in the Shire of Ashburton Local Planning Scheme No. 7 – Clause Height of Buildings in the ‘Commercial and Civic’ Zone, Onslow.	Needs to be investigated – no action has been taken since resolution in February 2012 (July 2014)
24	New Provision in the Shire of Ashburton Local Planning Scheme No. 7 – floor heights in Onslow Coastal Hazard Area	16 May 2012	New Provision in the Shire of Ashburton Local Planning Scheme No. 7 – floor heights in Onslow Coastal Hazard Area	Awaiting final approval from the Minister (July 2014).
25	Revised in the Shire of Ashburton Local Planning Scheme No. 7 – Onslow Aerodrome Environs Area Special Control Area’	19 September 2012	Revised in the Shire of Ashburton Local Planning Scheme No. 7 – Onslow Aerodrome Environs Area Special Control Area’	Needs to be investigated – no action has been taken since resolution in September 2012 (July 2014)
26	Request from the Water Corporation to initiate an Amendment to the Scheme to provide for a ‘Waste Water Buffer’ and change of Scheme Reserve	Considered at the October 2013 Council meeting and awaiting Scheme documents to refer to EPA.	Request from the Water Corporation to initiate an Amendment to the Scheme to provide for a ‘Waste Water Buffer’ and change of Scheme Reserve	Advertising ceased 17 June 2014. Will be sent to Council for recommendation re: final adoption in August or September (July 2014)

## Infrastructure Services Decision Status Report

#	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
1	06/14	15.1	Road Closure - Road No 1644 From Mount Florence Homestead To Hamersley Homestead  <b>MINUTE:</b> 11817	That Council:  1. In accordance with Section 58 of the Land Administration Act 1997 publishes the public notice of intention to close in entirety Road Number 1644 as defined in the Government Gazette notice of April 1904 for amalgamation into adjoining properties, in a newspaper circulating in its district, and invite representations on the proposed closure within a period of 35 days from the publication; and  2. Delegate to the Chief Executive Officer the power to resolve to make a request to the Minister to close the road, should no objections be received.	<b>Ongoing</b>  Advertising to be placed. If no objections after 35 days an agenda item will go to Council with the resolution to write ti the Department of Lands to close the road.  (July 2014)
2	06/14	15.2	Onslow Liquid Waste –Interim Arrangements  <b>MINUTES:</b> 11809	That Council:  1. Notes the updated costing information and as a consequence, agrees that the more cost effective and convenient interim solution is to now not proceed with the construction of the temporary liquid waste pond in Onslow; and  2. Continue to fund the transport to Karratha of liquid waste from the Onslow community, to the value of \$25,000 in the 2014/2015 budget.	<b>Completed</b>  Quotes sought for transport to Karratha of liquid waste from the Onslow community and works awarded to Munro Contractors. Expenditure to be tracked over 2014/2015.  (July 2014)

#	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
3	05/14	15.1	Discharged Rio Tinto of Maintenance Obligations for the Pannawonica-Millstream Road  <b>MINUTE:</b> 11803	That Council authorise the Chief Executive Officer to sign the Release of Maintenance Obligations letter to Rio Tinto for Pannawonica Millstream Rd and accept \$2,258,689.00 ex GST as payment in lieu of its maintenance obligations of the road.	<b>Ongoing</b>  Works are now being scheduled for 2014 – 2015 financial year  (July 2014)
4	10/13	14.11	In-Principle Support For Main Roads Wa To Control The Proposed Onslow Ring Road  <b>MINUTE:</b> 11664	That Council:  1. Provide in-principle support for Main Roads WA (MRWA) to control the proposed Onslow Ring Road.  2. Delegate authority to the Chief Executive Officer to negotiate with MRWA on the proposal.  3. Receive a further report to consider the tenure of the proposed Onslow Ring Road and the remainder of the existing Onslow Road to the north.	<b>Ongoing</b>  Progress is being made towards design and TMP  (July 2014)
5	10/13	14.10	Award Of Rft 13/13 Provision Of Consultancy Services For Site Selection And Feasibility Study Of Onslow Waste Management	That Council:  1. Award the Contract 13/13 Provision of Consultancy Services for Site Selection and Feasibility Study of Onslow Waste Management Facility to Talis Consultants Pty Ltd for the lump sum of \$97,600 (excluding GST).  2. Authorise the Chief Executive Officer to execute the relevant contract documentation.	<b>Ongoing</b>  A preferred site has been identified. This site requires further investigation and testing to confirm suitability. The feasibility study is to be

#	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
			Facility <b>MINUTE: 11681</b>		completed in June 2014.  (June 2014)
6	10/12	18.3	Tom Price Royal Flying Doctor Air Strip  <b>MINUTE: 11336</b>	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Rescinds previous decision from August 2012 Meeting (Minute 11272) <ol style="list-style-type: none"> <li>i. Council will support the development of a RFDS air strip for Tom Price if owned and operated by others and;</li> <li>ii. Direct the CEO to lobby resource companies, state government departments etc to construct own and operate an RFDS air strip in Tom Price."</li> </ol> </li> </ol> <p>Alternate Motion:</p> <ol style="list-style-type: none"> <li>1. Council supports, without bias, that it is the desire of the residents of Tom Price to have their own Royal Flying Doctor Air Strip, for which to service their needs.</li> <li>2. Council authorises the Chief Executive Office to source the required capital funding for the Royal Flying Doctor Air Strip and investigate means to offset maintenance costs.</li> <li>3. On the basis of 2. above and should capital funds be located, then Council agree in principle to accept ownership responsibility of the airstrip.</li> <li>4. A Business Plan is to be brought back to Council for approval.</li> </ol>	<p><b>Ongoing</b></p> <p>Business case currently being conducted to determine feasibility and proposed delivery model of the Tom Price RFDS airstrip. Upon completion the business plan will be presented to Council for consideration.</p> <p>(July 2014)</p>

#	Council Meeting	Agenda Ref.	Report title	Council decision	Current status
7	08/12	13.4	Mine Road – Tom Price Dedication of road.  <b>MINUTE:11261</b>	That Council:  1. That Council resolves to make a request to the minister under section 56(1)(a) of the Land Administration Act 1997 to dedicate Lot 356 of DP 216348 as a road.  2. Council resolves to advise Department of Regional Development and Lands that it would also be prepared to accept a road reserve to continue to the entry to the Tom Price LIA.	<b>Ongoing</b>  Waiting for Rio Tinto to sign off.  (July 2014)
8	08/12	17.1	Confidential Item – Onslow waste – liquid Waste.  <b>MINUTE: 11265</b>	That Council:  <ul style="list-style-type: none"> <li>• Reallocate \$50,000 from the Onslow Refuse Site closure (CO65)</li> <li>• Apply for all necessary permits to receive liquid wastes at Reserve 38337.</li> <li>• Declare a fee for liquid waste disposal at the Onslow Tip at \$0.20/L.</li> <li>• Determine to only accept kitchen wastes from the Onslow township, or any Council controlled facilities.</li> <li>• In order to support the Onslow community in the short term to provide up to \$20,000 for subsidised transport costs.</li> <li>• Request the CEO to report back to council on the progress of this matter at the November 2012 council meeting.</li> </ul>	<b>Completed</b>  Refer to item 2 “Onslow Liquid Waste – Interim Arrangements”  (July 2014)
9	02/12	13.1	Close Road no. 1644 from Mount Florence Homestead To Hamersley Homestead.	That Council:  1. In accordance with section 58 of the Land Administration Act 1997 publishes the public notice of intention to close road number 1644 as defined in the government gazette notice of April 1904, in a newspaper circulating in its district, and invite representations on the proposed closure within a period of 35 days from the publication.	<b>Completed</b>  Replaced by Minute Number 11817, item 1.  (July 2014)

#	Council Meeting	Agenda Ref.	Report title	Council decision	Current status										
			MINUTE: 11111	2. That should no objections be received the council delegate to the Chief Executive Officer the power to resolve to make request to the Minister to close the road.											
10	05/13	14.1	Tender Criteria For Request For Tender For Supply Of Onslow And Tom Price Camp Facilities  MINUTE: 11529	That Council invite public tenders for the Supply of Onslow and Tom Price Camp Facilities for 3 year period plus an option for a further 2 years to be issued in accordance with the following evaluation criteria: <table><tr><td>Experience and Capacity to Meet Requirements Demonstrate the organisation has the skills, experience and capacity to provide the required services</td><td>10%</td></tr><tr><td>Ability to meet Specifications Organisation can supply the required goods / service and ability to meet the technical specifications</td><td>20%</td></tr><tr><td>Effective Service Provision The proposed service fully addresses all requirements and descriptions set out in the Specification</td><td>10%</td></tr><tr><td>Price The proposed service is cost-effective and provides value for money</td><td>40%</td></tr><tr><td>Delivery Timeframes Timeframe for the delivery of the proposed goods / service including addressing timing and delivery requirements specified in the Specification</td><td>20%</td></tr></table>	Experience and Capacity to Meet Requirements Demonstrate the organisation has the skills, experience and capacity to provide the required services	10%	Ability to meet Specifications Organisation can supply the required goods / service and ability to meet the technical specifications	20%	Effective Service Provision The proposed service fully addresses all requirements and descriptions set out in the Specification	10%	Price The proposed service is cost-effective and provides value for money	40%	Delivery Timeframes Timeframe for the delivery of the proposed goods / service including addressing timing and delivery requirements specified in the Specification	20%	Ongoing  Business Case being prepared to guide future of NVC.  (July 2014)
Experience and Capacity to Meet Requirements Demonstrate the organisation has the skills, experience and capacity to provide the required services	10%														
Ability to meet Specifications Organisation can supply the required goods / service and ability to meet the technical specifications	20%														
Effective Service Provision The proposed service fully addresses all requirements and descriptions set out in the Specification	10%														
Price The proposed service is cost-effective and provides value for money	40%														
Delivery Timeframes Timeframe for the delivery of the proposed goods / service including addressing timing and delivery requirements specified in the Specification	20%														



## Strategic and Economic Development Decision Status Report

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
1	02/14	18.2	Confidential Item - Carbone Report - Shire Accommodation Camps  <b>MINUTE:</b> 11756	That Council:  B. In regard to the Onslow Airport Camp:  1. Determine that it supports the principal of the continuation of Shire Accommodation Camps in Onslow (Onslow Aerodrome Camp) in light of the unique supply and demand scenario that presently exists; and  2. Requires Officers to prepare a Business Plan for Council review (including calling tenders for support financial information as required).	<b>Ongoing</b>  Business case is being developed for presentation to Council at the July 2014 meeting.  (July 2014)
2	05/14	16.1	Consent to widen Onslow road into Lot 555 Onslow road, Onslow, Reserve 20632 Cemetery and Lot 500, Onslow road, Onslow, Reserve 19291 common and Lots 86, 87 & 88 Onslow road, Onslow, Reserve 38264 - Equestrian purposes  <b>MINUTE:</b> 11804	That Council:  1. Seek formal confirmation from the Department of State Development as to which agency will provide the Shire of Ashburton with indemnity against any potential costs that might arise from the proposed widening of Onslow Road;  2. Once formal confirmation of indemnity is received, Council will provide the Department of State Development with the consent to widen Onslow Road into Lot 555 Onslow Road, Reserve 20632 "Cemetery" and Lot 500 Onslow Road, Reserve 19291 "Common" and Lots 86, 87, 88 Onslow Road, Reserve 38264 "Equestrian Purposes" as identified in the proposed design plans;  3. Apply to the Minister of Lands to excise the relevant areas of 555 Onslow Road, Reserve 20632 "Cemetery" and Lot 500 Onslow Road, Reserve 19291 "Common" and Lots 86, 87, 8	<b>Ongoing</b>  DSD meeting with DoL & Main Roads Thursday 5 June to resolve indemnity.  (3 June 2014)

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>Onslow Road, Reserve 38264 "Equestrian Purposes" from the current management orders held by the Shire of Ashburton;</p> <p>4. Consent to the registration of an easement over portions of Lot 87 and 86 Onslow Road, Reserve 38264 for "Equestrian Purposes", Lot 555 Onslow Road, Reserve 20362 "Cemetery" and Lot 500 Onslow Road, Reserve 19291 "Common" for the installation of overhead power transmission lines (refer to latest version of map); and</p> <p>5. Request Chevron to connect a power supply to Lot 87.</p>	
3	05/14	16.3	<p>Support for a Proposed Joint Development partnership between the department of housing and the Shire for the development of staff housing in Onslow</p> <p><b>MINUTE:</b> 11805</p>	<p>That Council:</p> <p>1. Not support the joint development partnership proposal at this time; and</p> <p>2. Would be willing to revisit the question if the Department of Housing can provide a more developed design, and a satisfactory program of how existing tenants will be treated as part of any redevelopment.</p>	<p><b>Ongoing</b></p> <p>DoH, S&amp;ED met with Shire President 5 June 2014. DoH to prepare presentation for July Council Meeting.</p> <p>(July 2014)</p>
4	05/14	16.4	<p>Proposal from Ashburton Investments Pty Ltd to Lease the Onslow Sun Chalets</p> <p><b>MINUTE:</b> 11801</p>	<p>That the Council:</p> <p>1. Seeks clarification from the Minister for Lands with respect to the current Holiday Accommodation reservation applicable to Reserve 35889 and the minimum requirement for short term</p>	<p><b>Ongoing</b></p> <p>Shire Solicitors preparing Lease Agreement. Current valuation due 4 July.</p>

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>accommodation required as a condition of this reservation;</p> <p>2. Prepares a Major Land Transaction Plan in respect to the proposal as received by Ashburton Investments Pty Ltd;</p> <p>3. Requests the Chief Executive Officer to seek a review of the current independent valuation to ensure that the Council is fully aware of the value of this property;</p> <p>4. Considers any submissions received in respect to the Major Land Transaction Plan.</p>	<p>Major Land Transaction Plan submissions close 14 July.</p> <p>(July 2014)</p>
5	05/14	16.5	<p>Endorsement of Onslow Basketball Courts Project Concept Design</p> <p><b>MINUTE:</b> 11798</p>	<p>That Council:</p> <p>1. For the purpose of offering guidance only as part of the tender process, endorses the aspirational concept design provided by Roxby Architects and Josh Byrne &amp; Associates for the proposed Onslow Basketball Court precinct;</p> <p>2. Approve the development and advertising of a Design &amp; Construct Tender for the Onslow Basketball Court precinct with a budget of up to \$3.5m; and</p> <p>3. Endorse the change of purpose for Reserve 42090 from Education to Recreation ("Public Purposes – Parks, Recreation and Drainage") and approve the Reserve being vested in the Shire of Ashburton by Management Order for the purpose of Recreation.</p>	<p><b>Ongoing</b></p> <p>Design and process is being reviewed with BHPBP &amp; DSD to formalise funding approval; land tenure is being progressed.</p> <p>(July 2014)</p>
6	04/14	16.1	Ocean View Caravan Park Committee meeting	That Council endorse the following recommendations of the Ocean View Caravan Park Committee Meeting held on 16 April 2014;	<p><b>Ongoing</b></p> <p>Refer to Minutes</p>

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
			<b>MINUTE: 11784</b>	<p>1. That officers investigate the ownership of the third party lot within the existing Caravan Park with the view to presenting to the Committee options on addressing this land inconsistency.</p> <p>2. Agenda Items:</p> <p>8.1 REVIEW OF OCEAN VIEW CARAVAN PARK DRAFT MASTER PLAN PREPARED BY BRIGHTHOUSE CONSULTANTS (February 2013)</p> <p>8.2 REVIEW OF CARAVAN PARKS AND CAMPING GROUNDS REGULATIONS 1197: SCHEDULE 7 – CARAVAN PARKS AND CAMPING GROUNDS</p> <p>8.3 DISCUSS PROPOSED STAGING AND EXTENT OF CARAVAN PARK DEVELOPMENT</p> <p>8.4 REVIEW INFORMATION REGARDING THE CARAVAN AND CAMPING ACTION PLAN PROVIDED BY TOURISM WA</p> <p>8.5 OPPORTUNITY FOR FURTHER SUPPORT FROM CONSULTANTS: A) BRIGHTHOUSE CONSULTANTS, B) HESTER PROPERTY SOLUTIONS, C) TOURISM WA</p> <p>Agenda Items were noted and to be reconsidered at the next Committee Meeting once Committee Members have had a greater opportunity to study the reference documents and conduct a site visit.</p> <p>3. 8.6 ALLOCATION OF \$200,000 IN 2013/14 BUDGET TOWARD PURCHASE OF A MANAGER'S HOUSE</p>	<p>presented at each Council meeting for update</p> <p>(July 2014)</p>

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				Officers to provide examples of designs of a manager's residence within the \$200k budget allocation.	
7	04/14	16.2	Creche facility Licence Agreement - Tom Price Community Recreation Centre  <b>MINUTE:</b> 11785	That Council:  1. Approve a Licence Agreement with Family Day Care Service Operator Karley Ball for the use of the crèche facility at the Tom Price Community Recreation Centre, with the following terms; and  a) For a term of one month commencing on 29 April 2014; b) For the rental amount of \$1; and c) For the operational hours of 6.30am to 8.30am and 2.30pm to 6.30pm  2. Delegate authority to the Chief Executive Officer to enter into a Licence Agreement with Family Day Care Service Operator Karley Ball for the terms as set out above; and  3. Authorise the Shire President and Chief Executive Officer to affix the Common Seal of the Shire of Ashburton to the Licence Agreement.  Endorses administration writing a letter to the Department of Education expressing concern and disappointment at the length of time this process is taking, and requesting this matter be expedited as quickly as possible to allow this vital service to be offered to the community.	<b>Completed</b>  (July 2014)
8	02/14	13.1	Endorsement Of Paraburdoo Community Hub Design, Business	That Council:  1. Receives the concept design, proposed operating budget	<b>Ongoing</b>  3 design/cost options

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
			<p>Case And Operating Cost Model</p> <p><b>MINUTE:</b> 11753</p>	<p>model and business case presented for Stage 2 of the Paraburdoo Community Hub (CHUB), seeking a grant of \$6-7 million from the Pilbara Development Commission; and</p> <ol style="list-style-type: none"> <li>2. Requests the Paraburdoo CHUB Working Group to revise the scale and scope of the proposed facility in line with the feedback received from the PDC board meeting held on 13 February 2014 in order for the business case to be resubmitted; and</li> <li>3. Recognises that there will be an increased annual operating cost deficit for the new Paraburdoo CHUB, dependant on the final scope and cost of the building, and commits to the necessary deficit sum being incorporated into future Shire of Ashburton budgets; and</li> <li>4. Recognises that loan borrowings are required to meet the capital cost of the new Paraburdoo CHUB and commits future budgets of the Shire of Ashburton to those consequential repayments; and</li> <li>5. Recognises that an overall Shire rate increase, was estimated in the vicinity of 1.92-2.74% for the current design and operating/cost model, this was required in order to meet the financial commitments of the construction and ongoing operations of the new Paraburdoo CHUB, and depending on the eventual scope and scale design endorsed, Council commits to including the relevant rate increase within the Shire of Ashburton's future budgets; and</li> <li>6. Notes that the Shire's long term financial estimates indicates that this project is affordable, but that Council will need to identify capital projects presently scheduled for</li> </ol>	<p>for the new business case have been presented to Working Group as Council's preference for funding application</p> <p>(July 2014)</p>

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				2014/15 or 2015/16, to defer until later financial years.	
9	01/14	13.4	Development Of Lot 16 Onslow Road, Onslow (Onslow Light Industrial Area - Airport Subdivision)  <b>MINUTE:</b> 11737	That Council:  1. Endorse Option 1 – Sell ‘As Is’; authorise the CEO to set appropriate sale conditions including prompt development of the site including provisions to provide utilities and other civil services to the Onslow Airport;  2. Authorise the CEO to publically seek submissions from potential purchasers and present a proposed model to Council for endorsement at the earliest opportunity.  3. Assessment criteria for the Tender are to be: a. Price 40% b. Development Time Frame 40% c. Demonstrated Capacity 10% d. Relevant Experience 10%	<b>Ongoing</b>  RFT for Sale of Land has been drafted, undertaking peer review, will be presented to Council at July Council meeting for endorsement.  (July 2014)
10	12/13	13.1	Upgrading Of Coastal Tourism Locations And Improvement Of Selected Roadside Rest Stops  <b>Minute:</b> 11726	That Council:  1. Support the relocation of the Hamersley Gorge Rest Stop to the upper car park area at Hamersley Gorge.  2. Support omitting the toilet block facility at Robe River, but to continue with the remaining infrastructure for this location.  3. Accept the financial implications outlined recognising the need to find savings to accommodate these figures being allocated at the half yearly budget review and future	<b>Complete</b>  (July 2014)

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				ongoing budgets.	
11	11/13	13.4	Extension of Lease – Onslow Sun Chalets  <b>Minutes:</b> 11698	That Council:  1. Authorises the extension of the Onslow Chalets Lease with Ashburton Investments Pty Ltd until 30 June 2014 on the existing terms and Conditions; and 2. Advertise the extension in accordance with Section 3.58 Disposing of Property of the Local Government Act 1995; and 3. Should no objections be received to the extension Council delegate to the Chief Executive Officer the authority to enter into a Lease Agreement for the extension with Ashburton Investments Pty Ltd; and 4. Authorise the Shire President and the Chief Executive Officer to affix the Common Seal of the Shire of Ashburton to the Lease extension.	<b>Ongoing</b>  Holding Over Clause being exercised.  (July 2014)
12	11/13	18.3	Confidential Item - Onslow Sporting Precinct - Reserve 42090  <b>MINUTE:</b> 11709	That Council:  1. Supports the Change of Management order to “Public Works” for Reserve 42090 and transfer from Department of Education and Training to the Shire of Ashburton.  2. Delegate the CEO to proceed with Native Title negotiations with parties that have an interest in the land on the following basis:  i) Notify any representative Aboriginal/Torres Strait Islander bodies, registered Native Title bodies corporate and the Thalanyji people that the public works will take place in respect of the Reserve; and  ii) Give notifiable parties described in (i) above an opportunity to comment on the proposed public works before	<b>Ongoing</b>  Currently working with Department of Lands, Department of State Development and Education Department – pending.  NB Proposed purpose change to ‘Recreation’ at May 2014 Council Meeting.  (July 2014)



	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
				<p>they take place.</p> <p>iii) Meet with interested parties to understand their issues.</p>	
13	10/13	18.2	<p>Confidential Item – Proposed Transfer And Change Of Licence Agreement Over Bodyline Gymnasium Tom Price – Portion Of Reserve R40835</p> <p><b>Minute:</b> 11658</p>	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Delegates authority to the Chief Executive Officer to negotiate a lease and then to advertise the proposed disposition of a council building for public comment as required by Section 3.58 of the Local Government Act 1985, with any objections being referred back to Council for its consideration.</li> <li>2. If there are no objections received from the advertising period, authorise the Shire President and Chief Executive Officer to affix the common seal of the Shire of Ashburton to the Commercial Lease agreement.</li> <li>3. Reconsiders this matter if an agreed lease fee cannot be negotiated.</li> </ol>	<p><b>Progressing</b></p> <p>This Item has been transferred from Community Development as they have completed their responsibilities.</p> <p>(July 2014)</p>
14	10/13	13.6	<p>Changes To The Licence Agreement For The Tom Price Community Recreation Centre</p> <p><b>Minute:</b> 11664</p>	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Endorse a Deed of Variation to the Licence Agreement between the Shire of Ashburton and the Department of Education for the Tom Price Community Recreation Centre; and</li> <li>2. Delegate authority to the Shire President and the Chief Executive Officer to prepare, sign and affix the Common Seal to a Deed of Variation to the excluded creche area from the Licence Agreement between the Shire of Ashburton and the Department of Education for the Tom Price Community Recreation Centre.</li> </ol>	<p><b>Ongoing</b></p> <p>Deed of Variation has been signed by DoE, SoA awaiting a copy.</p> <p>(July 2014)</p>

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
15	9/13	13.6	Chevron's Air Quality Monitoring System Lease  <b>Minute:</b> 11651	That Council:  1. Endorse Lease subject to the Agreement No. C1098725 to lease portion of land on Reserve No. 30686 Lot 644 Third Avenue Onslow (on the Oval) for the purpose of the Air Quality Monitoring System (AQMS).  2. A/CEO obtain formal approval from RDL to amend the Management Order over Reserve No 30686 giving the Shire of Ashburton 'power to lease'.  3. A/CEO to undertake advertising of the proposed disposal of property for public comment in accordance with S3.58 Local Government Act 1995 upon receipt of 'power to lease' from RDL.  4. Should no comment be received in response to the public advertisement of the proposal, delegate authority to the A/CEO to sign the lease agreement.  5. Advise Chevron that planning approval is required for the AQMS.	<b>Ongoing</b>  Documents sent back to SoA from DoL for minor word changes.  Amendments made and documents returned to DoL for Ministerial Approval.  (July 2014)
16	9/13	18.1	Confidential Item - Dispute Arising From Sale Of Subdivided Lots At Lot 308 Boonderoo Road, Tom Price  <b>MINUTE:</b> 11659	That Council:  Note the contents of this report <i>"Agenda Item 18.1 – Dispute Arising From Sale of Subdivided Lots at Lot 308 Boonderoo Road, Tom Price."</i>	<b>Completed</b>  (July 2014)

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
17	9/13	18.3	Confidential Item - Onslow Aerodrome Redevelopment Project Update  <b>MINUTE:</b> 11661	That Council:  1. Accept the contents of the report.  Send a delegation of Chief Executive Officer and Shire President to meet with Senior Government Officials and Chevron Executives to further negotiate funding.	<b>Ongoing</b>  Item progressing as per Council resolution – Audit findings presented to Council at January OCM.  (31 March 2014)
18	05/13	12.1	Proposed closure and transfer of part of Fortescue place, Paraburdoo and change purpose of reserve 42332  <b>MINUTE:</b> 11520	That Council: 1. Close the 3975sqm portion of Fortescue Place Paraburdoo road reserve for transfer to Reserve 42332 in compliance with Section 58 of the Land Administration Act 1997, in accordance with ATTACHMENT 12.1; 2. Advertise the closure and transfer of the Fortescue Place Paraburdoo road reserve in a locally circulating newspaper for a minimum period of 35 days inviting the public to comment, pursuant to Section 58 of the Land Administration Act 1997; 3. Require any objection received in response to the statutory advertising of the proposed closure or the land transferral be referred back to Council for consideration; 4. Endorse the change of purpose of Reserve 42332 from 'Recreation' to 'Recreation and Child Care Centre'; 5. Authorise the Chief Executive Officer, subject to no objections being received from the public to the road closure and transfer, submit to the Minister for Lands a request to close the 3975sqm portion of Fortescue Place Paraburdoo road reserve for transfer to Reserve 42332 in accordance with ATTACHMENT 12.1, change the purpose of Reserve 42332 from 'Recreation' to 'Recreation and Child Care Centre' and seek power to lease the facilities constructed upon that reserve.	<b>Ongoing</b>  Dept of Land finalising request/change  (July 2014)

	Council Meeting	Agenda Ref.	Report Title	Council Decision	Current Status
19	12/08	13.12.4 08	Proposed Transfer of Emergency Services Building	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. Council agree to transfer the tenure of the Onslow Emergency Service Building to FESA subject to:- <ol style="list-style-type: none"> <li>i) FESA to become responsible for the outstanding loan on the facility and any financial outlay required for the transfer thereof; and</li> <li>ii) A condition being placed on the Management Order over the premises that they are to be used only to house the local Volunteer Emergency Services including the Marine Rescue Service.</li> </ol> </li> <li>2. The necessary procedures required to affect the transfer be implemented.</li> <li>3. The present designation of Lot 971 in the Shire's Town Planning Scheme No.7 be amended to reflect the existing land use during the Planning Scheme review for Onslow.</li> <li>4. The future need of the Onslow Emergency Services Building Management Committee and Instrument of Delegation DA503 be noted and in due course be discontinued.</li> </ol>	<p><b>Ongoing</b></p> <p>A full discovery process is underway, as DFES is stating that the Shire misrepresented the process to RDL. Unfortunately this item is not a high priority and continues to be reallocated when other priorities require urgent attention.</p> <p>(July 2014)</p>



## **SHIRE OF ASHBURTON**

### **OCEAN VIEW CARAVAN PARK COMMITTEE MEETING**

#### **Agenda**

**CEO's Office, Shire of Ashburton Administration  
Building, Poinciana Street, Tom Price**

**15 July 2014  
Commencing at 3:30 pm**

**SHIRE OF ASHBURTON**  
**OCEAN VIEW CARAVAN PARK COMMITTEE MEETING**

Dear Councillor

Notice is hereby given that an Ocean View Caravan Park Committee Meeting of the Shire of Ashburton will be held on Tuesday 15 July 2014 at the CEO's Office, Shire of Ashburton Administration Building, Poinciana Street, Tom Price commencing at 3.30 pm.

The business to be transacted is shown in the Agenda.

Neil Hartley  
**CHIEF EXECUTIVE OFFICER**

**DISCLAIMER**

*The recommendations contained in the Agenda are subject to confirmation by Council. The Shire of Ashburton warns that anyone who has any application lodged with Council must obtain and should only rely on written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by the Council in respect of the application. No responsibility whatsoever is implied or accepted by the Shire of Ashburton for any act, omission or statement or intimation occurring during a Council meeting.*

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## **1. DECLARATION OF OPENING**

## **2. ATTENDANCE**

### **2.1 PRESENT**

Cr K White	Shire President, Onslow Ward
Cr A Eyre	Ashburton Ward
Cr L Thomas	Tableland Ward
Mr Neil Hartley	Chief Executive Officer
Ms A Serer	Executive Manager, Economic & Strategic Development

### **2.2 APOLOGIES**

### **2.2 APPROVED LEAVE OF ABSENCE**

## **3. ANNOUNCEMENT OF VISITORS**

## **4. DECLARATION BY MEMBERS**

That Councillors gave due consideration to all matters contained in the Agenda presently before the meeting.

## **5. CONFIRMATION OF MINUTES OF PREVIOUS MEETING**

That the Minutes of the Ocean View Caravan Park held on 20 and 21 May 2014 be accepted as true and correct.

## **6. REFERENCE**

### **6.1 TERMS OF REFERENCE**

The Committee is to oversee and workshop the master plans and report back to Council with recommendations including and considering:

- Applying for funding from Royalties for Regions Infrastructure Fund for the upgrades to power, water and sewage and to liaise with Tourism WA to apply for grants for ablution blocks; and
- Allocating the \$200k in the budget on the purchase of a manager's house.

Meeting cycle: Monthly or as required.

### **6.2 RECEIPT OF REFERENCE DOCUMENTS**

- a) Ocean View Caravan Park Draft Master Plan (Brighthouse, February 2013)
- b) Business Case Study Ocean View Caravan Park (Brighthouse, April 2013)
- c) Agenda Item 16.2 (Minute 11775) – Ordinary Meeting of Council 19 March 2014
- d) Caravan Parks and Camping Grounds Regulations 1197 – Schedule 7



## **6.3 STATUTORY ENVIRONMENT**

- Residential Parks (Long-Stay Tenants) Act 2006
- Caravan Parks and Camping Grounds Act 1995
- Caravan Parks and Camping Grounds Regulations 1997
  - Schedule 7 – Caravan parks and camping grounds
- Local Government Act 1995
  - S3.58, Disposing of property
  - S3.59, Commercial enterprises by local governments
- Health Act 1911
- Fair Trading Act 2010 (regarding bonds)
- Occupational Safety and Health Act 1984

## **7. AGENDA ITEMS**

### **7.1 REVIEW OF OCEAN VIEW CARAVAN PARK DRAFT MASTER PLAN PREPARED BY BRIGHTHOUSE CONSULTANTS (February 2013)**

The Committee's core role is to oversee and workshop the master plans and report back to Council with its recommendations.

Taking into account the contributions from current caravan park residents and others, the Committee agreed at the Committee Meeting held on 21 May 2014, that the future development of the caravan park should reflect the design and philosophy of the existing facility.

This agenda item is now considered completed and future discussions will occur as part of agenda item 7.3.

### **7.2 REVIEW OF CARAVAN PARKS AND CAMPING GROUNDS REGULATIONS 1997: SCHEDULE 7 – CARAVAN PARKS AND CAMPING GROUNDS**

At the Committee Meeting held on 21 May 2014<sup>7</sup> it was resolved that the regulatory environment of caravan parks be noted. This agenda item is now completed.

### **7.3 DISCUSS PROPOSED STAGING AND EXTENT OF CARAVAN PARK DEVELOPMENT**

The Brighthouse Plan outlines the potential for staging to occur. The availability of funding may require the need for any upgrading to be staged, but also worthy of consideration is the cost/benefit outcomes which might promote an upgrade occurring as one continuous project (for example, improving the power supply will solve the power problems presently existing, but may not allow for increased patronage if there are other restrictors, like inadequate water supply or there are waste water disposal restrictions).

At the Committee meeting held on 21 May 2014 it was agreed that the upgrading and redevelopment of the caravan park be designed so it can be undertaken in stages, thus minimising the impacts upon residents, and providing an affordable annual program for the Shire of Ashburton to follow. Both the Committee Chair and the CEO have met with the Shire's project managers (HQ Management - Mr Andrew Harvey) and HQ Management is progressing a program of redevelopment for the Committee's review.

#### **7.4 REVIEW INFORMATION REGARDING THE CARAVAN AND CAMPING ACTION PLAN PROVIDED BY TOURISM WA**

The Tourism WA Action Plan is provided for the Committee's information as it highlights the State's priorities in regard to inter alia, caravan parks in the Pilbara.

One of the Committee's specific terms of reference is to recommend to Council on the matter of external funding opportunities. Also attached is clarification on the subject of funding availability to the Shire for the Ocean View Caravan Park upgrade. Unfortunately, the availability of funding information has been unclear from past discussions between the Shire and Tourism WA and this latest email specifically highlights the applicable inclusions/exclusions.

At the Committee Meeting held on 21 May 2014 it was resolved:

- a) The Hon Brendon Grylls MLA be asked to pursue a change to current Tourism WA funding limitations for caravan park upgrades, to allow local government managed caravan parks, like the Ocean View Caravan Park in Onslow, to access recently announced funding opportunities.
- b) That any grant opportunities that become available, be pursued, to minimise the Shire's redevelopment cost commitment.

A copy of the correspondence sent to the Hon Brendon Grylls MLA is attached. No response was received at the time of the Agenda's preparation.

#### **ATTACHMENT 7.4**

#### **7.5 OPPORTUNITY FOR FURTHER SUPPORT FROM CONSULTANTS: A) BRIGHTHOUSE CONSULTANTS, B) HESTER PROPERTY SOLUTIONS, C) TOURISM WA**

The Committee after consideration of the issues, may wish to request the provision of advice from specialist consultants and/or government agencies.

At the Committee meeting held on 21 May 2014 it was resolved:

- a) The Shire's contract project managers be requested to meet with the Committee, to enable an overall design to be progressed and the redevelopment implementation planning to commence.
- b) The President and CEO endeavour to meet with the project managers prior to the next Committee meeting, in an effort to brief the consultants on the proposals of the Shire.

HQ Management has been briefed on the background and requirements for the redevelopment of the Ocean View Caravan Park, and arranged to meet with the Shire President on site during the week commencing 30 June 2014. HQ Management have been requested to provide a proposed brief for submission to the Committee for their review.

This agenda item is now considered completed and future discussions will occur as part of agenda item 7.3.

## **7.6 ALLOCATION OF \$200,000 IN 2013/14 BUDGET TOWARD PURCHASE OF A MANAGER'S HOUSE**

The Council has allocated within its current budget, \$200,000 for a Caravan Park Manager's residence. One of the Committee's specific terms of reference is to recommend to Council on the question of allocating the \$200k in the budget on the purchase of a manager's house.

At the Ocean View Caravan Park held on 15 April 2014 the Committee resolved that officers were to provide examples of designs of a manager's residence within the \$200k budget allocation.

Copies of some transportable residential plans were presented at the Committee Meeting, along with estimated construction costs, transport, connections and other building fees to complete the residence. A major barrier to address is the power supply, which is already inadequate for the park's users. The improvement of this service will be necessary prior to the house being positioned, but the option of utilising the independent lot (Lot 312) owned freehold by the Shire could be used, which is serviced directly from the supply grid (water, power, etc).

At the Committee meeting held on 21 May 2014, the committee resolved:

- a) That caravan park funding allocated within the 2013/14 budget be carried over to the 2014/15 financial year budget.
- b) That the 2014/15 annual budget, and future budgets as required, incorporate suitable sums to enable the caravan park's upgrade redevelopment to occur in a staged process.

The proposed 2014/15 budget includes an allocation of \$2 million from the Infrastructure Reserve for upgrades to the Caravan Park.

This agenda item is now considered completed and future discussions will occur as part of agenda item 7.3.

## **7.7 INVESTIGATE OWNERSHIP OF THE THIRD PARTY LOT WITHIN THE EXISTING CARAVAN PARK**

At the Committee Meeting held on 21 May 2014 it was resolved that:

- a) Notes that the land ownership issues do not appear to be an impediment to the redevelopment proposal, but that as a matter of prudence, a formal title search be undertaken as part of the planning process.
- b) For heritage, the "blockhouse building" be suitably retained in the overall redevelopment.

The title search has been conducted and there are no impediments to the development of the park. This agenda item is now completed.

## **7.8 TOURISM PLANNING UPDATE**

In September 2002, the Tourism Planning Taskforce was established to examine issues surrounding the trends of introducing residential components to tourism development on tourist zoned land and the strata titling of tourism developments. The Taskforce recommended an increased focus on land use planning for tourism, formulated at a regional and local level. The

Taskforce also recommended a State framework that recognised the high value the community places on important sites, and emphasised the continuing use of these for tourism purposes.

The Tourism Planning Taskforce Report was endorsed by the Western Australia Planning Commission (WAPC) and that State Government in January 2006. It has subsequently undergone two reviews and the most recent version was adopted by the WAPC in January 2013. The guidelines have been produced to provide further assistance to local governments in preparing the tourism component of a local planning strategy. Attached is WAPC Planning Bulletin 49/2014 – Caravan Parks and the May 2014 Tourism Planning Guidelines.

For the Committee's consideration.

**ATTACHMENT 7.8A**  
**ATTACHMENT 7.8B**

## **7.9 CONSULTATION PAPER ON THE REVIEW OF THE CARAVAN PARKS AND CAMPING GROUNDS ACT 1995**

As part of implementing Recommendation One of the Western Australian Caravan and Camping Action Plan 2013-2018, the Department of Local Government and Communities has released a consultation paper to facilitate the development of new caravan parks and camping grounds legislation. The consultation period runs from 30 May until 1 September 2014. The consultation paper and feedback form are attached.

For the Committee's consideration.

**ATTACHMENT 7.9A**  
**ATTACHMENT 7.9B**

## **7.10 RECOMMENDATIONS TO COUNCIL**

The timing of the Committee meetings is anticipated to generally be the day preceding the monthly Council meeting. In order to expedite Council consideration of the Committee's recommendations (the Committee has no delegated authority) it is suggested the Committee recommendations for each of the above headings be accumulated under one heading, in order that this portion of the Committee Minutes can be quickly prepared and presented to the following day's Council meeting (noting that the formal minutes will be presented to Council in the next month's Council agenda).

## **8. NEXT MEETING**

The next Ocean View Caravan Park Committee will be held on Tuesday 19 June 2014 at 3.30 pm in Onslow.

## **9. CLOSURE OF MEETING**

# SHIRE OF ASHBURTON

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Administration Centre, P.O. Box 567, Tom Price, 6751  
Telephone (08) 9188 4444  
Facsimile (08) 9189 2252  
Email: [soa@ashburton.wa.gov.au](mailto:soa@ashburton.wa.gov.au)



Enquiries: Neil Hartley  
Our Ref: FI.AG.00.00

All communications to be  
addressed to Chief Executive Officer

28 May 2014

Hon. Brendon Grylls MLA  
Member for the Pilbara  
National Party of Australia  
PO Box 1640  
KARRATHA WA 6714

Dear Brendon

## **RE: TOURISM WA FUNDING FOR WA's CARAVAN PARKS**

The State Government has utilised Royalties for Regions funds to resource a package of grants that caravan parks can apply for. The grants are intended to facilitate upgrading works and Onslow's Ocean View Caravan Park is amongst those that would greatly benefit from an upgrade.

Tourism is an important component of the Onslow economy and the local businesses of Onslow and the caravan park's users themselves would certainly appreciate the park being upgraded to a contemporary standard.

The Shire of Ashburton has made a commitment to upgrade the facility and has also committed to manage the caravan park into the future. Unfortunately though, it appears that our belief that the Shire is the best organisation to manage the caravan park results in the Onslow Ocean View Caravan Park being ineligible for funding. This is because the funding conditions only permit caravan parks that are contracted out, being permitted to apply for funding.

Whilst the funding and program intention is to be commended, the above restriction is inequitable and suggests that the state government is using Royalties for Regions funds to force all of WA's local governments to commercialise their caravan parks. The Shire of Ashburton believes it can best attend to the needs of Onslow's tourists and this is evidenced to some extent, by the fact that when the Shire did lease out its caravan park, the lessee purposely allowed the park to "run down" to an extent that the facility is now well below acceptable park user standards.

It is requested that you pursue a change to the grant conditions to allow all of WA's local governments to access these upgrading funds for their caravan parks (i.e. not just commercially leased facilities).

Yours sincerely

Kerry White  
**SHIRE PRESIDENT**

## 1. Intent

To support the provision of caravan parks within Western Australia by facilitating greater flexibility in the design and composition of new or redeveloped caravan parks, while delivering quality land use planning outcomes.

## 2. Purpose

This bulletin, applied on a case-by-case basis, provides guidance on matters to be taken into consideration in planning for caravan parks, including the development of new or redevelopment of existing parks.

## 3. Introduction and background

Caravan parks are a fundamental component of Western Australia's tourism accommodation mix, particularly in regional areas where self-drive travel is the most practical means of moving between locations. Caravan parks are primarily intended to provide short-stay accommodation for leisure tourists, and vary considerably in size, scale, function, design, location, services and facilities across the State. Due to the evolution of caravan parks, they may not necessarily be referred to as such; other names include tourist or holiday park.

The retention and development of caravan parks as affordable holiday accommodation within the State is a priority that is being addressed across government. Caravan parks experience competing demands, which have contributed to numerous closures throughout Western Australia. Demands include pressure to:

- redevelop (e.g. for residential use or higher end tourism accommodation);

- meet minimum standards and the increasing complexity of regulatory requirements;
- upgrade aging infrastructure, and fund replacement and maintenance;
- provide a greater range of facilities in response to changing market demands;
- continue to provide an affordable holiday experience while balancing increased operational expenses; and
- cater to the demand for other accommodation needs (e.g. social housing, transient workforce accommodation, retirement living, emergency housing).

## 4. Objectives

Key planning objectives are:

- to ensure the development and long term retention of caravan parks as a form of short-stay (affordable) accommodation primarily for leisure tourists;
- to recognise that the commercial sustainability of caravan parks requires some flexibility in product mix, site design and risk mitigation approaches;
- to plan for and facilitate growth in the caravan park industry;
- to ensure the compatibility of short-stay and long-stay uses of caravan parks through appropriate separation;
- to encourage the development and redevelopment of caravan parks in a manner that responds appropriately to the environment, economy and context, and maintains a minimum standard; and

- to ensure any new caravan parks are located appropriately to their intended market, function and context.

## 5. Types of caravan parks

Caravan parks are a designated area of land primarily for affordable short-stay accommodation by leisure tourists provided for within a range of accommodation products. 'Short-stay' refers to occupancy by the same person for no longer than three consecutive months in any twelve month period. 'Long-stay' refers to occupancy by the same person for any period of time greater than three months. Long-stay accommodation is secondary to the primary use.

Other park types and associated licencing provisions exist; these may be exclusively long-stay parks such as residential parks, park home parks, lifestyle villages, transient workforce accommodation parks, transit parks, nature-based parks or a mix of these park types. This bulletin has not been produced for the intent of guiding these types of developments. However, this bulletin, as well as any other applicable policies, could be used as a guide where there are common features.

## 6. Accommodation products and permanent structures

Caravan parks may provide a range of accommodation products to meet visitor demand such as powered and unpowered camp sites, minimal service recreational vehicle (RV) sites, on-site vans, cabins, chalets and eco/safari tents. Caravan parks also provide permanent structures such as caretaker's dwelling/manager's residence, shop/office, café, games/recreation room, ablution facilities, camp kitchen and camp laundry. Many different accommodation products and permanent structures



are permitted in caravan parks, and may not be limited to those mentioned above. It should also be noted that not all of these accommodation types may be permitted under *Caravan Parks and Camping Grounds Act 1995* administered by the Department of Local Government and Communities.

Whilst flexibility of accommodation products and permanent structures are permissible, and required for commercial viability, planning considerations exist as to the positioning of these products and structures in constrained areas. For the purposes of this bulletin, constrained areas refers to a specific portion of land that may have restrictions in use due to environmental factors (e.g. steep slopes, flood plains, coastal hazards, bushfire prone areas). Accommodation products located in constrained areas should be removable from the site within 24 hours, this may require the need for additional equipment such as a crane. Permanent structures should not be permitted in constrained areas.

Some cabins and chalets can be affixed to a site (e.g. on a slab) and therefore may be considered permanent structures; as well as this, some camp kitchens, camp laundries and offices may be transportable or donga type structures that can be removed within 24 hours. Discretion should be used when considering these.

## 7. Implementation

### ***Due consideration of this bulletin***

The Western Australian Planning Commission (WAPC) and local governments are encouraged to consider the position set out by this bulletin in planning and decision-making for caravan park related developments.

For the purposes of this bulletin, redevelopment refers to a significant overall upgrade of the entire caravan park and/or construction of new facilities. Discretion should be used when applying this bulletin to the assessment of planning applications. Where the application is for a minor change, such as the renovation of an ablution block or addition of a

swimming pool, there may not be the need for studies to be undertaken as per Section 8.

### ***Local planning strategy***

Where tourism is considered significant within a locality or region, a more detailed tourism component of the local planning strategy should be prepared by the local government. A tourism component of a local planning strategy should provide local governments with a sound rationale for determining the future land allocation, planning controls and infrastructure needs for tourism, including caravan parks, based on sound planning principles. Guidance on the preparation of the tourism component of a local planning strategy is outlined in the *Tourism Planning Guidelines*.

### ***Local planning scheme and scheme amendments***

It is intended that the preparation of new or amended local planning schemes reflect the provisions of this bulletin and guidance contained in the *Tourism Planning Guidelines*. Schemes should include zones that allow for caravan park developments and the permissibility of land uses in each zone. Definitions may be guided by the WAPC's *Model Scheme Text* or the *Caravan Parks and Camping Grounds Act 1995*.

### ***Zoning***

The preference is for new caravan park sites to be zoned '*Special Use - Caravan Park*', as opposed to the generic '*Tourist*' zone to provide long term security of use of the site as a caravan park.

In order to promote a more standardised approach to zoning, a local planning scheme may provide for caravan parks (intended for short-stay and long-stay) in the following manner:

- by zoning Caravan Parks as '*Tourist*' or '*Special Use - Caravan Park*';
- by the zoning table identifying Caravan Parks as a permitted use (P) in the '*Tourist*' zone and a discretionary use (D or A) in the '*Residential*' or '*Rural*' zones; and

- by the zoning table identifying Park Home Parks as not permitted use (X) in the '*Tourist*' or '*Special Use - Caravan Park*' zones.

In utilising '*Special Use*' zones, additional scheme provisions may be appropriate for inclusion in the *Schemes Special Use Schedule*. These site specific provisions may be used to restrict length of stay within the caravan park.

Caravan parks primarily intended for long-stay or non-tourism purposes (e.g. residential parks, park home parks, lifestyle villages or transient workforce accommodation parks) should be defined as Park Home Parks and zoned '*Special Use - Park Home Park*'.

### ***Rezoning***

The rezoning of '*Tourist*' or '*Special Use - Caravan Park*' zoned sites to residential, commercial or alike zones is generally considered inconsistent with the objectives of this bulletin. However, if a rezoning is proposed, it should be justified and assessed in the context of the WAPC's *Tourism Planning Guidelines*, any relevant local planning strategy and this bulletin. Where it can be demonstrated that a caravan park site is no longer required, and this is supported by the WAPC in consultation with relevant stakeholders, including long-stay tenants, the WAPC may recommend that the Minister approve the rezoning subject to all other relevant planning considerations.

### ***Subdivision and strata subdivision***

Subdivision is generally not supported for caravan parks; exceptions may be considered for excising a portion of a site if it can be demonstrated that it is no longer required and where the excised portion is to be developed for a compatible tourist use. The strata titling of caravan parks is not permitted. This is to avoid the potential for strata lot owners to develop individual sites in a way which is contrary to the purpose and intent of the caravan park.

## 8. Criteria to assess new and/or the redevelopment of existing caravan parks

A range of factors should be taken into consideration when planning or assessing new caravan parks, redeveloping existing caravan parks, and when determining a new or modified caravan park licence application. As a guide the following criteria, where relevant, should be used to assist in the planning and assessment process:

### Site Suitability

#### *Location and context*

- Identify the purpose and composition of the caravan park in relation to its location and context. Considerations may vary between a stop-over/transit caravan park, destination caravan park catering for tourists and a caravan park catering to long-stay/permanent occupants.
- Where practicable, caravan parks comprising a long-stay component should be located where there is access to urban facilities and amenities.
- There is a presumption against caravan parks comprised of long-stay residents being located in areas of high tourism value because it is preferable that these sites/locations are secured for tourism purposes.
- Provide details of land tenure and any lease agreements.

#### *Topography, drainage, soils and vegetation*

- Caravan parks should generally not be located on steep slopes due to erosion risk and potential drainage problems associated with earthworks and retaining cut and fill embankments. However, if mitigation measures are outlined, sites may be considered in constrained areas.
- Caravan parks should not generally be permitted in areas of potential risk from flooding or waterlogging. However if mitigation measures are outlined, sites may be considered in constrained areas. Watercourses

(such as streams and creeks) and local sensitive environmental features should not be disturbed or altered by the development.

- Acid sulphate soils and other soil types may not be suitable for development as they are susceptible to slipping and slumping, especially during wet periods.
- Vegetation clearing should be kept to a minimum, and in particular, the retention of mature trees should be encouraged, subject to appropriate management of falling limbs and bushfire risk.
- Caravan parks are regarded as generally incompatible in Priority 1 and Priority 2 water resource protection areas, and are conditional use in Priority 3 areas (must be connected to deep sewerage, except where exemptions apply under the *Government Sewerage Policy*).

#### *Coastal or fire hazard constraints*

- Many existing caravan parks are situated within coastal environments. The location of new or the redevelopment of existing coastal caravan parks should take into account coastal processes, landform stability, coastal hazards, climate change and biophysical criteria. Compliance with any relevant coastal planning policy or guideline is required; this may necessitate the need for a coastal hazard risk management and adaptation plan being prepared, where one does not exist.
- Where a new or the redevelopment of an existing coastal caravan park is likely to result in increased visitation to the adjacent foreshore area, a foreshore management plan may need to be developed and implemented.
- Many caravan parks are located in bush settings which may present a bushfire hazard. For sites identified as being bushfire-prone, compliance with any relevant bushfire planning policy or guideline is required. This may necessitate the need for a bushfire hazard assessment and/or bushfire management plan being prepared.

### Visual impact

- Caravan parks may have an impact on landscape character and visual amenity in rural and natural landscapes. The visual impact of the caravan park should be considered from scenic vantage points, public lookouts and tourist routes to reduce the minimisation of high value view sheds.

### Internal Design

#### *Separation of accommodation types/purpose*

- Any long-stay accommodation should complement the short-stay sites with priority given to locating short-stay accommodation on those areas of the site providing the highest tourism amenity (e.g. the beachfront, proximity to shared ablution blocks).
- The design of the caravan park should separate any long-stay accommodation from short-stay accommodation to help ameliorate noise and social issues. Where possible, separate facilities and access should be provided.
- Location of overflow areas should be identified if the caravan park site is likely to require additional space in peak periods, subject to the availability of land. Where practicable, overflow areas should be located in areas that are least likely to impact on long-stay residents to avoid potential conflicts. A local government is required to endorse the details of overflow facilities on each licence.

### Access

- Suitable access and egress should be provided to ensure traffic, cyclist and pedestrian safety within the park.
- Secondary or alternative access routes in event of an emergency (e.g. fire or flood) should be identified.
- Internal road design should consider the interaction between pedestrians and vehicles, and adequate manoeuvring space for RVs and vehicles towing caravans and trailers.



## Amenity

- Vegetation and landscaping should be considered as they are important for integrating the caravan park into the landscape. Vegetation and landscaping provide screening from surrounding land uses, help reduce visual and noise impacts, provide privacy for park users, provide shade, and contribute to a desirable setting for a caravan park.
- Other visual and amenity considerations may include design to minimise the opportunity for crime, using complementary structure styles, colours and materials, suitable choice of fencing, and separating recreational areas (e.g. playgrounds and pools) from quiet activity areas.

## Capability

### Services

- Utility services including a suitable electricity supply, telephone service or mobile phone network availability, a demonstrable water supply and wastewater treatment system should be available. Service providers should be consulted regarding the availability and capacity of services in determining new sites for caravan parks, particularly during seasonal peak demand.
- Where reticulated sewerage is not available, on-site wastewater disposal is to be to the satisfaction of the Health Department.
- All caravan parks are required to have a chemical toilet dump point, with some exemptions (e.g. park home parks). Dump points should be located away from accommodation and in areas of less tourism amenity. If exempted

from providing a dump point on the facility, demonstrated access to an alternative off-site dump point is to be identified.

- Caravan parks catering to long-stay users may be may need to consider a higher level of services and infrastructure than those catering to short-stay users.
- Long-stay sites must be separately metered for electricity and have a separate tap or connection to water.

## 9. Development to be consistent with Caravan Parks and Camping Grounds Act and Regulations

Development and redevelopment of caravan parks must also comply with the *Caravan Parks and Camping Grounds Act 1995* and the *Caravan Parks and Camping Grounds Regulations 1997*, and any updates and/or creation of new legislation that supersede those mentioned.

## 10. Further information

Enquiries concerning this bulletin should be directed to:

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PERTH WA 6001

Information relevant to this bulletin is published at [www.planning.wa.gov.au](http://www.planning.wa.gov.au).

## Other resources

Below is a list of other resources which may be relevant, any updates to these policies or legislation shall supersede those listed:

- *Residential Parks (Long-stay Tenants) Act 2006*
- *Residential Tenancies Act 1987*
- *Building Act 2011*
- *Building Code of Australia*
- *Strata Titles Act 1985*
- *Health Act 1911*
- *Planning Bulletin 83 – Planning for Tourism*
- *Planning Bulletin 71 – Residential Leasehold Estates and Development*
- *Tourism Planning Guidelines*
- *State Planning Policy 2.6 – State Coastal Planning Policy*
- *State Planning Policy 3.4 – Natural Hazards and Disasters*
- *Planning for Bush Fire Protection Guidelines*
- *Development Control Policy 1.3 – Strata Titles*
- Department of Local Government and Communities website
- Department of Environment and Regulation clearing policies
- Department of Health and WAPC sewerage policies
- Department of Fire and Emergency Services bushfire policies
- Department of Water and WAPC water management policies
- Department of Commerce brochures/information on residential parks

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May 2014

# Tourism Planning Guidelines

A guide to preparing the tourism component of a local planning strategy in Western Australia



Department of  
Planning



## Disclaimer

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## 1 Introduction

In September 2002, the Tourism Planning Taskforce (the Taskforce) was established to examine issues surrounding the trends of introducing residential components to tourism development on Tourist-zoned land and the strata titling of tourism developments.

The Taskforce explored the range of issues shaping Western Australia's tourism industry and determined the principles required to ensure the State could continue to offer affordable and equitable access to the community's most valued holiday sites. The work of the Taskforce involved a high level of community and industry sector consultation. The key principle identified was that a sustainable tourism industry, with its many inherent benefits, requires tourism development to be undertaken for tourism purposes. To achieve this, the Taskforce recommended an increased focus on land use planning for tourism, formulated at a regional and local level. The Taskforce also recommended a State framework that recognised the high value the community places on important sites, and emphasised the continuing use of these for tourism purposes.

The *Tourism Planning Taskforce Report* (the Report) was endorsed by the Western Australian Planning Commission (WAPC) and the State Government in January 2006. *Planning Bulletin 83: Planning for Tourism* (Planning Bulletin 83) was prepared in response to the Report's recommendations and was adopted by the WAPC in June 2007. It has subsequently undergone two reviews and the most recent version was adopted by the WAPC in January 2013. These guidelines have been produced to provide further assistance to local governments in preparing the tourism component of a local planning strategy, and should be read in conjunction with other relevant WAPC policies.

## 2 Background

Previously local governments were required to prepare a separate local tourism planning strategy. Planning Bulletin 83 now recommends that local governments give due consideration to tourism within their local planning strategy to establish a land use planning framework for tourism that is relevant to the locality or region. This will provide local governments with a rationale for determining the future land allocation, planning controls and infrastructure needs for tourism, based on sound planning principles. Where a local tourism planning strategy has been previously prepared by a local government, a summary of the key findings and recommendations should be incorporated into the local planning strategy as per these guidelines.

The *Local Planning Manual* should be read in conjunction with these guidelines.



### 3 Objectives of the guidelines

The objectives of these guidelines are to:

- encourage a consistent approach to planning for tourism across local planning strategies;
- ensure that tourism planning and development is considered at the strategic planning stage, as part of the wider planning context; and
- clarify expectations on the scope and detail required as part of a planning assessment, to enable considered planning decision making around tourism uses at the State, regional and local levels.

### 4 Purpose, scope and content of the tourism component of a local planning strategy

The following sections of these guidelines outline the purpose, scope and content of the tourism component of a local planning strategy.

#### 4.1 Purpose

As tourism is a significant contributor to the State and local economies in Western Australia, the local planning strategy should incorporate a tourism component where relevant.

The tourism component of a local planning strategy should perform the following functions:

- Establish the aim, vision and objectives for tourism land use and development in the local government area.
- Ensure reference to other relevant State, regional and local government policies and guidelines.
- Address the current and potential role of tourism in the local economy, including the competitive advantages of the locality through an assessment of the five “As” of tourism destination development (accommodation, access, attractions, activities, amenities), current and projected demand, and opportunities for developing tourism products.
- Ensure the ongoing role of tourism in the locality is recognised in the land use planning process through recommendations on appropriate tourist zones, tourism precincts, tourism sites, tourism land requirements and the introduction of specific tourism land uses.
- Provide the mechanisms for assessing the land use and the proposed design of the development on Tourist-zoned land.
- Improve the clarity of Tourist-zones, tourism precincts and tourism sites through the use of spatial/strategic mapping.
- Identify actions and timeframes for the achievement of tourism-related goals and strategies.



## 4.2 Scope and content

As a guide, the tourism component of a local planning strategy should include but not be limited to:

1. Assessment and identification of sites based on their capacity to be developed for a quality, sustainable tourism outcome that addresses the current and future accommodation demand for an area.
2. The scope, type and process of more detailed planning that may be required, such as future local planning scheme amendments.
3. Criteria and principles to guide the development of tourism precincts and tourism sites.
4. Identification of appropriate planning mechanisms to be incorporated within the local planning scheme. These could include special control areas or specific Tourist zones and/or detailed planning requirements such as the preparation of structure plans prior to subdivision and/or development, and incentives such as plot ratio bonuses to encourage the provision of tourist accommodation or to increase the scale of tourism components in a mixed use development.

The introductory section should provide a brief description of the intent and scope of the tourism component of the local planning strategy, which will vary depending on the characteristics of a local government area and the importance of tourism to that area.

A clear vision statement is required, consistent with the goals/visions of the local government's strategic plan and the tourism characteristics of the destination. This will enable the local government to establish clear objectives to guide tourism development within their area.

The following standard objectives for the tourism component of a local planning strategy may be adapted:

- Identify the nature and importance of tourism in the local economy in the preparation of strategic plans and policies.



- Recognise and support the importance of tourism to a locality through its local planning scheme zones and provisions.
- Identify and retain sites for the future development of a range of products, services and activities (such as tourist accommodation including backpacker, caravan park, self-catering apartments, motels and hotels, and attractions) to meet projected demand for the locality.
- Encourage a variety of holiday accommodation though the provision of suitable land uses. It is important to consider the retention of existing caravan parks and camping grounds in preferred locations and the protection of caravan parks and camping grounds through appropriate zoning.
- Protect identified tourism precincts and tourism sites from the encroachment of incompatible or conflicting land uses.
- Encourage innovative tourist accommodation development and the provision of facilities that meet the needs of the market.
- Identify and address tourism growth in the locality and encourage development that reinforces the local tourism identity – what is unique to a particular area or what does that locality have that cannot be offered at other tourist destinations.



## 4.3 State, regional and local planning context

The local planning strategy should identify and describe the role and importance of tourism in the area through an analysis of existing Government policy, assessment of local tourist attractions and facilities, contribution made to the local economy and potential for expansion.

### 4.3.1 State planning context

A local planning strategy should give due consideration to the *State Planning Strategy* (SPS), the *State Government Strategy for Tourism in WA 2020*, and other relevant WAPC policies. More specifically, these guidelines should be interpreted in conjunction with:

- *Planning Bulletin 83: Planning for Tourism* which provides a policy position to guide decision making by the WAPC and local government for subdivision, development and scheme amendment proposals for tourism purpose.
- *Planning Bulletin 99: Holiday Homes Guidelines* (Planning Bulletin 99) which provides guidance to local governments when dealing with issues associated with holiday homes in the local government planning framework.
- *Planning Bulletin 49: Caravan Parks* (Planning Bulletin 49) which, applied on a case-by-case basis, provides guidance on matters to be taken into consideration in planning for caravan parks, including the development of new or redevelopment of existing parks.

### 4.3.2 Regional planning context

A local planning strategy should give due regard to *Regional Planning and Infrastructure Frameworks* (PIFs) and other regional planning mechanisms such as the Metropolitan Region Scheme, Greater Bunbury Region Scheme and Peel Region Scheme.

### 4.3.3 Local planning context

The *Model Scheme Text* currently does not address tourism in detail and accordingly, many local planning schemes do not contain tourism provisions. Tourism development is often considered in the same context as other land uses and development such as residential, commercial and industrial. Many local planning schemes allow residential use in the Tourist zone and do not provide guiding objectives or principles to ensure development is consistent with the purpose of the zone. Where there is a strong or developing tourism industry, there is a need to incorporate a greater focus on tourism land use and development in the local planning scheme. Accordingly, the process of development of the tourism component of a local planning strategy may identify a number of amendments to the local planning scheme which should be initiated to ensure that land for tourism is adequately identified and protected.

An assessment of the local government's local planning scheme should give consideration to the following:

- How does the local planning scheme adequately protect tourism/tourist uses given other land use planning and zoning pressures?
- How has the existing planning framework influenced the location, design and type of tourist development within the local government area?
- How do the existing planning provisions and policies support and encourage the development of tourism facilities?
- Has the growth and/or development of tourist accommodation, attractions, and/or facilities been influenced by the presence or absence of tourism specific policies/zones?



- If the local planning scheme currently contains a Tourist (or similar) zone, what non-tourism uses are permissible or discretionary within that zone and how has this affected development on Tourist-zoned land?
- Does the local area have significant existing/historic tourism attractions, accommodation and development that may be enhanced through formal tourism strategies, local planning strategies or local planning schemes?

### 4.4 Local tourism profile

An analysis should be undertaken of the characteristics of the existing and potential tourism industry. This includes identifying the value of tourism, and existing, proposed and potential tourism development(s) to determine accommodation needs such as types and numbers and/or the need for new or additional facilities (e.g. harnessing areas of natural beauty with no existing facilities).

#### 4.4.1 Visitor information

An assessment of the following visitor information is recommended:

- average length of stay (percentage of overnight visitors);
- purpose of visit (holiday, business, specific attraction/event);
- accommodation selected (type, age, standard occupancy rates, peak periods/seasonality);
- mode of transport (to/from and within local area); and
- demographics (age, sex, ethnicity, international/interstate/intrastate).

The Research and Analysis branch of Tourism Western Australia (Tourism WA) and the Australian Bureau of Statistics (ABS) are resources local governments may utilise in compiling visitor information.



#### 4.4.2 Tourism accommodation supply and demand

It is recommended that local governments develop and maintain an inventory of existing and proposed tourism accommodation development. The inventory should include the address, trading name, type of accommodation, site area, zoning and number of keys/rooms/beds. Tourism WA's *Register of Significant Accommodation Development* provides a statewide summary of proposed tourist accommodation projects in Western Australia and can be used as a resource.

Where land supply pressures for tourist accommodation are evident or predicted within the local government area, the tourism component of a local planning strategy should include, and be informed by, an accommodation demand/supply study or analysis which will provide forecast estimates of future tourism growth, including the likely demand for short stay accommodation. A demand/supply study should:

- identify current accommodation supply;
- assess current and future demand based on Tourism WA, ABS data, the local governments own data and relevant planning documents (e.g. local tourism planning strategies, Regional Planning and Infrastructure Frameworks);
- identify accommodation gaps and opportunities; and
- identify tourist accommodation land requirements.



The complexity and depth of the accommodation demand/supply analysis should be determined by the size of the local tourism industry and land use/land supply pressures. It is recommended that suitable expertise be used to undertake a comprehensive supply/demand study that outlines short, medium and long term needs. While there is a need to ensure tourism accommodation is protected from the pressure of becoming permanent residential development, there is also the need to accommodate seasonal and transient workers that support local industry, including the tourism industry, and to provide affordable temporary accommodation for vulnerable individuals and families. These should not, however, take precedence over tourists requiring tourism accommodation.

#### 4.4.3 Site assessments for future tourist accommodation development

The tourism component of a local planning strategy should include an assessment of the availability, retention and identification of suitable land for the future provision of tourist accommodation. Further, an assessment of the amount of Crown land and local government

land currently used for tourist accommodation in the locality, the type of accommodation, lease/management arrangements and any future development opportunities should be undertaken. The following criteria can be applied when giving consideration to suitable sites:

- the site has been identified in a report/study as having the potential to accommodate a tourism facility; and/or
- the site contains an existing tourist accommodation development; and/or
- the site is located in an area of high tourist amenity and is of an adequate size to accommodate a tourism facility.

Sites should be assessed based on their suitability for tourism purposes. This will involve an analysis of the amount of vacant Tourist-zoned land currently available to determine whether this land will meet the needs forecast in the supply/demand study over the life of a local planning strategy. Analysis should also identify sites zoned for tourism purposes which are no longer suitable for tourism based on size, location or existing non-residential development.

#### 4.4.4 Infrastructure and services

It is important to identify service capacity and infrastructure projects which could potentially impact directly and indirectly on tourism growth and visitor experience within the local government area including access (e.g. roads, rail, airports), water, wastewater, telecommunications and power, noting that these factors can also impact on the growth of other sectors. Further, the tourism component of a local planning strategy should assess how tourists will move between accommodation and activities/attractions as well as access to and from the destination. This analysis should also identify any shortfalls within a local government area, such as the need to improve/expand the road network or local airport to increase tourism access.



### 4.4.5 Tourist attractions, activities and amenities

An assessment of the principal tourist attractions, activities and amenities are recommended to provide a greater understanding of the scale of the local tourism industry. This analysis should include:

- types of tourism being attracted (tourist market e.g. event-based, cultural, sport, family, adventure, environmental/eco-tourism, health, agri-tourism) and what tourist market could be explored;
- type of attractions/experiences (National Parks, coastal environment, winery region, cultural or sporting events);
- type and number of tourism businesses/activities (art gallery, brewery, theme park);
- emerging tourism development opportunities (events and/or activities such as festivals, concerts, sporting events, undeveloped areas of natural beauty, adventure activities); and
- amenity of tourist/public areas including town centres, streetscapes and public open space.

## 4.5 Analysis of key issues

The key gaps and opportunities for tourism within a locality can be determined through a strengths, weaknesses, opportunities and threats (SWOT) analysis or similar study. Identifying the necessary changes required to address any gaps in land use planning is critical to informing the tourism component of a local planning strategy. This section should include an assessment of the key land use planning issues, where relevant.

### 4.5.1 Tourism precincts and tourism sites

A key objective of the tourism component of a local planning strategy is to identify tourism precincts and tourism sites.

Tourism precincts refer to localities of tourism value or amenity that incorporate or have the potential to incorporate the five “As” of tourism destination development (accommodation, access, attractions, activities, amenities). These precincts may require more detailed planning to identify specific tourist accommodation sites, complementary supporting land uses and

tourism infrastructure which should be planned in an integrated manner. The concentration of appropriately juxtaposed tourism uses (e.g. family, adult) within a defined area can result in benefits to visitors, businesses and residents. Successful tourism precincts are vibrant and attractive places, providing a variety of uses within a walkable catchment area. The location and scale of a tourism precinct will be determined by consideration of a number of the factors listed in Planning Bulletin 83 (see Section 5).

Tourism sites refer to sites which are zoned for tourism purposes or have an existing tourism function, and that have qualities and attributes which necessitate their retention for tourism purposes. Planning Bulletin 83 provides general location criteria to determine the tourism value of tourism sites including accessibility, uniqueness, setting, tourism activities and amenities, supply of land, suitability in a land use context, capability, size and function.

Where a precinct or site has been identified a qualitative analysis of the precinct or site should be undertaken explaining why the site is unique from a tourism perspective. It is recommended that specific planning and tourism recommendations be established for





each site or precinct. This sets the planning parameters for preparation of future structure plans or redevelopment of the site. For example, a statement may read: this site should be retained for short-stay purposes.

## 4.5.2 Zoning for tourism

In order to provide for the sustainable operation of a range of tourist accommodation types, it is necessary to provide for a zoning structure which clearly sets out the extent and type of development that will be permitted within a specific Tourist zone. This can be achieved through the introduction of a zoning structure which limits the range of uses permissible on a site, taking into account the planning context and its identified tourism function.

For local governments where tourism is a major economic driver, the tourism component of a local planning strategy should recommend the inclusion of a Tourist zone within the local planning scheme where one does not already exist. Tourism sites which require different provisions to the Tourist zone may be zoned

Special Use or identified in Special Control Areas, with specific conditions to guide the development outcome.

It would be beneficial if local governments prepared criteria for guiding residential development on Tourist-zoned land. The preparation of residential criteria should be developed in accordance with Planning Bulletin 83 (see Section 7).

### 4.5.2.1 Zoning of caravan parks

Caravan parks, typically located on the coast or in close proximity to the urban fringe, are often subjected to redevelopment proposals to more profitable uses, such as residential or higher yielding tourist accommodation. Increasing operating costs and taxes combined with an extremely price-sensitive clientele and seasonal occupancies can result in them becoming unviable. It is preferable for all new caravan park sites to be zoned 'Special Use - Caravan Park' to help protect the use from redevelopment. Existing owners of private caravan parks should be encouraged to rezone sites to 'Special Use - Caravan Park'. Caravan parks may also contain a component of long-stay sites which is permitted within caravan park zonings. However sites intended for entirely long-stay use should be catered for in other zones. Further details on zoning of caravan parks are outlined in Planning Bulletin 49.

### 4.5.3 Tourist development in non-tourist zones

In many cases, tourist accommodation has been established on non-tourist zoned land, such as mixed use, rural and town centre zones. This is often the case where there is no Tourist zone in the local planning scheme, there has been a strong demand for tourist accommodation, and/or tourism is or was the highest and best use of the land.

Tourism uses should be encouraged in mixed use/town centre zones, as they assist in providing a mix and intensity of development which is attractive to both tourists and residents. As they are not tourism specific zones, however, mixed use zones can allow for existing tourist

accommodation to be redeveloped to other asset classes or converted to other uses. They therefore should not be used as a substitute for a specific Tourist zone but can provide additional flexibility.

### 4.5.3.1 Rural tourism

There is an increasing demand for alternative forms of accommodation in rural areas, particularly from international visitors seeking rural experiences. *State Planning Policy No. 2.5: Land Use Planning in Rural Areas* identifies that tourism opportunities on Rural-zoned land increase economic diversification. Rural-zoned land may allow small-scale tourist activities, including farm stay, chalets, and bed and breakfast, where these are incidental uses to the primary agricultural use.

Small-scale tourist accommodation could be encouraged subject to it being secondary to agricultural land uses, with clarity provided in the zoning table of a local planning scheme such as the use of 'AA' and 'SA'. This is to minimise potential land use conflicts and maintain primary production as the priority.

Rural tourism development should ideally be concentrated in areas where there are a number of surrounding or nearby attractions, where possible with sealed road access. Opportunities may exist for small-scale caravan and camping grounds in rural areas. These are unlikely to compete with the existing formal caravan parks as they would provide a different experience, having minimal facilities, being located in rural setting and of a smaller scale.

Other policies to be given due consideration when addressing rural tourism include, but may not be limited to, *State Planning Policy No. 2.9: Water Resources*, *Government Sewage Policy* (as amended), *State Planning Policy No. 4.1: State Industrial Buffer Policy* (1997) and the Department of Health's *Guidelines for the Separation of Agricultural and Residential Land Uses*.

### 4.5.4 Density

Tourist accommodation is not defined in the *Residential Design Codes* (R-Codes) and therefore the use of the R-codes to determine matters such as density in tourism developments is not appropriate. It is important that tourism developments are designed primarily to facilitate operational viability and therefore restricting the number of units/keys can impact on the success of a facility. Other planning controls may be used to manage the built form of a development to ensure that it remains in keeping with the surrounding landscape.

### 4.5.5 Redevelopment areas

Many local governments are planning for future expansion of townsites through redevelopment proposed by Activity Centre planning, Town Centre revitalisation or Regional Centres Development Program and/or the identification of large land parcels zoned 'Urban Development' or similar, which generally require the preparation of a structure plan to guide development. In some cases, these areas may have tourism potential either due to existing shortages of tourism land or due to their location (e.g. in close proximity to a beach, town centre, or a main road).





The tourism component of a local planning strategy should identify the need for such areas to provide for future tourism opportunities. Matters which will need to be taken into consideration include:

- identification of appropriate tourism sites (location, size);
- staging (to ensure an appropriate and timely outcome);
- demand for tourist accommodation of different types;
- the relationship to surrounding or adjacent development; and
- access.

### 4.5.6 Hotels

Hotel developments are one of the more expensive tourist accommodation ventures and take a significant length of time to obtain a return on investment. Therefore planning for hotel developments may require consideration of incentives to assist a project being viable. The *National Tourism Planning Guide – a best practice approach* states that active planning measures can help address this issue as well

as the provision of incentives through zoning and development controls. Some examples of incentives include plot ratio bonuses, floor space and height inducements, exemptions from certain requirements, protective zoning and facilitation of mixed-use outcomes. Mixed-use outcomes, such as multi-use sites and venues, are desirable as co-location of attractions with tourist accommodation make for a more feasible development. A large scale example of a multi-use site is Observation City Scarborough Beach which provides accommodation, attractions (e.g. beach) and restaurants in the vicinity. A multi-use venue example is the Perth Convention Centre which provides accommodation, entertainment (e.g. theatre and exhibitions) and restaurants all in the one location.

### 4.5.7 Holiday homes

The tourism component of a local planning strategy should identify the presence and current nature of holiday homes within the local government area and the extent of any necessary regulation. Coastal areas within driving distance from Perth or other large regional centres are more likely to have a significant holiday home sector than inland or isolated regional areas. In this regard, many local planning strategies may not require a holiday home component. Where relevant, holiday homes should be guided by a local planning policy to manage potential issues given:

- mixing tourism with other land uses, such as residential, can compromise the quality of the experience for tourists and cause conflict between permanent residents and tourists;
- the tourism experience can be affected by conflicts over planning and design issues such as parking requirements, unit layout and space configurations and related matters which vary between tourist and residential developments;
- the (generally) low occupancy rates of the holiday home sector can affect the perceived viability of formal accommodation and is a disincentive for new tourism investment into an area; and



- safety and amenity issues may arise in rural locations due to lack of local knowledge and awareness of local issues, which are increasingly important as greater numbers of interstate and international visitors are using holiday homes (e.g. lack of understanding of fire bans in the dry season).

### 4.5.8 Caravan parks

Caravan parks provide a particular niche in the short-stay accommodation market delivering affordable accommodation to tourists and transient/seasonal workers. Caravan parks may also be used to provide affordable long stay accommodation. This is not, however, a tourism priority and should be supplementary to tourist accommodation. Sites offering long-stay accommodation only (long-stay parks such as a Park Home Park) should be catered for by local government in other zones primarily the 'Special Use – Park Home Park' zone. Long-stay parks should, where appropriate and/or practicable, be located in areas with access to urban facilities and amenities such as those relating to employment, shops, schools, public transport, healthcare services and community/recreation facilities. There is also a presumption against parks comprised of entirely long stay being located in areas of high tourism value. Additional information is provided in *Planning Bulletin 71: Residential Leasehold Estates and Developments* and *Planning Bulletin 49*.

#### 4.5.8.1 Overflow areas

Overflow areas are an effective method of providing additional caravan park capacity during peak times without the significant investment required in developing new parks, particularly where there is only seasonal demand for additional supply. Where the visitation data within the tourism profile indicates seasonal periods of high occupancy in local caravan parks, the tourism component of a local planning strategy should recommend the identification of overflow areas to accommodate additional visitors (e.g. local ovals which are usually owned/managed by local governments). It is recommended that identified local overflow areas be guided by the statewide overflow document being produced by Tourism WA.



#### 4.5.8.2 Camping grounds, transit and informal camping sites

Given the size of Western Australia, travel between tourism destinations may require an overnight stay in a camping ground, transit or informal camping site. Camping grounds, transit and informal camping sites are usually used on an overnight basis by campers, caravanners and the like, and are often found in more remote areas. Informal camping sites may be in National Parks and on Crown Reserves, local government lands or private land. They are typically low key, low impact sites that may only be an area of cleared land and have no or limited facilities such as a toilet. Transit sites are becoming more common with some forming part of service stations and set aside near the ablutions block and/or the park area associated with service station stops. The tourism component of a local planning strategy should identify any existing and potential transit and informal camping sites. For further information see the draft *Nature-Based Guidelines*.



### 4.5.8.3 Redevelopment and reinvestment in caravan parks

An adequate number of powered and unpowered camp sites, minimal service recreational vehicle sites, on-site vans and cabins/chalets should be retained when redevelopment occurs. Accordingly, proposals to convert sites/number of bays into chalet/cabin style development need to be considered on a case-by-case basis. Local governments should encourage and support further reinvestment into caravan parks where this will achieve a positive tourism outcome. The tourism component of a local planning strategy may identify a requirement, to be included in the local planning scheme, for a Local Development Plan (LDP) for caravan parks sites to be submitted prior to significant development/redevelopment. The LDP may address:

- the number and location of permanent, semi-permanent and temporary sites, with no reduction in the number of tourist sites currently provided;

- the permanent residential component being separated from the short stay sites and with separate facilities (including, where possible, a separate entrance);
- proposals to convert sites/number of bays into chalet style development should require comprehensive justification to the relevant planning authority; and
- tourism benefits should be provided on-site as part of the development of any permanent accommodation. This may include upgrading ablution facilities or providing additional services (such as camper's kitchen, recreational facilities, swimming pool) to a level that is proportional to the level of development being undertaken.

Annual accommodation sites that are leased on a short-term basis (maximum 90 days) for holiday purposes should be classified as short-stay (tourist). The tourism component of a local planning strategy should recommend that these be maintained to a high standard to protect the tourism amenity.

### 4.5.8.4 Demand and future caravan parks

The tourism component of a local planning strategy should identify additional sites for future caravan parks where constant periods of high occupancy are experienced throughout the year. Sites should have good access (such as near or along major roads) and preferably be located close to attractions, facilities and complementary land uses. These sites should be retained in public ownership, zoned 'Caravan Park', and when the demand arises, offered as a leasehold arrangement (such as a 50+ year lease<sup>1</sup>) to a caravan park developer/operator. Sites offered freehold have the potential to be rezoned and/or redeveloped in the future for alternative uses such as higher end tourism accommodation or permanent residential.



<sup>1</sup> Under Section 136 of the *Planning and Development Act 2005* leases over 20 years may require Western Australian Planning Commission approval.

## 5 Community and agency consultation

The level and nature of consultation that should occur during the preparation of the tourism component of a local planning strategy will vary with each local government and will depend on whether other relevant consultation has occurred in recent times, the type of issues to be addressed and the likely level of community interest.

Input from State agencies responsible for economic development, environmental protection, resource management, housing provision and infrastructure (physical and social) is critical at the formative stage of a local planning strategy. Capturing the ideas and input of the community during strategy preparation is also important. Effective consultation with both agencies and the community can help to build a local planning strategy that is effective and relevant to the local area, and can reduce the need for changes that may be required when the local planning strategy is advertised.

There are a number of stages at which it may be appropriate to engage and consult with the community and a range of methods by which to facilitate community involvement. For further information refer to the *Local Planning Manual*.



## 6 Appendices

### Appendix 1: Definitions

The *Model Scheme Text* (Schedule 1 – Dictionary of Defined Words and Expressions (2) Land Use Definitions) contains a limited number of definitions for tourism-related use classes. The introduction of additional definitions was considered necessary in the implementation of the Taskforce recommendations to provide consistency on development types. As such, the following standard definitions have been included here as a guide for local governments to help provide consistency in planning and are recommended for inclusion in local planning strategies and schemes where applicable.

Should the *Model Scheme Text* be updated to provide for tourism related definitions, then those definitions would supersede the definitions listed below.

Additional definitions of tourism uses include:

**“bed and breakfast”** - see “guesthouse”.

**“cabin”** means an individual self-contained unit similar to chalet but may lack ensuite facilities and may comprise only one room and is designed for short-stay guests, forming part of a tourism facility and where occupation by any person is limited to a maximum of three months in any 12-month period.

**“caravan park”** - as per definition outlined in the Caravan Parks and Camping Grounds Regulations 1997.

**“chalet”** means an individual self-contained unit usually comprising cooking facilities, ensuite, living area and one or more bedrooms designed to accommodate short-stay guests, forming part of a tourism facility and where occupation by any person is limited to a maximum of three months in any 12-month period.

**“eco-tourist facility”** means a form of tourist accommodation that is designed, constructed, operated and of a scale so as not to destroy the natural resources and qualities that attract tourists to the location. The development should utilise sustainable power, have a low energy demand

through incorporation of passive solar design, provide for low water consumption, ecologically sensitive waste processing and disposal with no pollutant product.

**“farm stay”** means a residential building, bed and breakfast, chalet or similar accommodation unit used to accommodate short-stay guests on a farm or rural property and where occupation by any person is limited to a maximum of three months in any 12-month period.

**“guesthouse”** means integrated premises for short-stay guests comprising serviced accommodation units and on-site tourism facilities such as reception, centralised dining, and management, and where occupation by any person is limited to a maximum of three months in any 12-month period.

**“holiday home”** means a residential building used to provide accommodation for short-stay guests, rather than permanent residency, and excluding those uses more specifically defined elsewhere.

**“holiday home (standard)”** - as per definition outlined in Planning Bulletin 99.

**“holiday home (large)”** - as per the definition outlined in Planning Bulletin 99.

**“lodge”** - see “guesthouse”.

**“informal camping site”** means a low key, low impact site that may only be an area of cleared land and has either no or very basic facilities.

**“park home park”** - as per definition outlined in the Caravan Parks and Camping Grounds Regulations 1997.

**“serviced apartment”** means a complex where all units or apartments provide for self-contained accommodation for short-stay guests, where integrated reception and recreation facilities may be provided, and where occupation by any person is limited to a maximum of three months in any 12-month period.



**“short-stay accommodation”** and **“tourism development”** mean a building, or group of buildings forming a complex, designed for the accommodation of short-stay guests and which provides on-site facilities for the convenience of guests and for management of the development, where occupation by any person is limited to a maximum of three months in any 12-month period and excludes those uses more specifically defined elsewhere.

**“tourism precincts”** - as per the definition outlined in Planning Bulletin 83.

**“tourist resort”** means integrated, purpose-built luxury or experiential premises for short-stay guests comprising accommodation units and on-site tourism facilities such as reception, restaurant and leisure facilities like swimming pool, gymnasium, tennis courts, and where occupation by any person is limited to a maximum of three months in any 12-month period.

**“tourism sites”** - as per the definition outlined in Planning Bulletin 83.

**“transit”** means a stop-over at a designated location by any person on the way to another destination, where occupation is limited to a maximum of three nights.



# Consultation Paper

## Proposal for Caravan Parks and Camping Grounds Legislation



This consultation paper is an initiative of the WA Caravan and Camping Action Plan, which is supported by the State Government's Royalties for Regions program to improve caravan park and camping experiences.

## **Consultation Paper**

### **Proposal for Caravan Parks and Camping Grounds Legislation**

30 May 2014

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# Introduction

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This consultation paper is an invitation for public comment on proposed changes to the *Caravan Parks and Camping Grounds Act 1995* (CPCG Act). It contains detailed information on the proposed changes and guidance questions to assist people wishing to submit comments on all or part of the paper.

This consultation paper, which forms a Regulatory Impact Statement (RIS), has been prepared by the Department of Local Government and Communities (the Department) in accordance with the Western Australian Government's requirement for Regulatory Impact Assessment and to facilitate public consultation on the proposed development of a new Caravan Parks and Camping Grounds Legislation.

## Submissions

Online versions of this consultation paper and an associated feedback form have been created to assist you in preparing your submission. They can be found on the Department's website at [www.dlgc.wa.gov.au/CPCG-Consultation-Paper](http://www.dlgc.wa.gov.au/CPCG-Consultation-Paper).

To assist with submission processing, it would be appreciated if topic headings and/or guidance questions are used where possible.

For your convenience, the guidance questions are also available in a separate Feedback Form available on the Department's website at [www.dlgc.wa.gov.au/CPCG-Consultation-Paper](http://www.dlgc.wa.gov.au/CPCG-Consultation-Paper).

Please note that all responses to the consultation paper may be made publicly available on the Department's website. If you would prefer your name to remain confidential, please indicate this in your submission. If you would like the entire submission to remain confidential, please mark it "Private and Confidential".

Written comments, queries and submissions should be forwarded no later than **1 September 2014**.

Please direct all comments and submissions:

By email to: [caravan@dlgc.wa.gov.au](mailto:caravan@dlgc.wa.gov.au) noting 'Caravans and Camping Review' in the subject line.

By post to:

Principal Policy Officer – Caravans and Camping Review  
Department of Local Government and Communities  
GPO Box R1250, Perth WA 6844

If you have any queries in relation to the consultation paper, please contact:

Principal Policy Officer – Caravans and Camping Review

Email: [caravan@dlgc.wa.gov.au](mailto:caravan@dlgc.wa.gov.au)

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# Executive Summary

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The State Government proposes to develop new caravan parks and camping grounds legislation to replace the existing *Caravan Parks and Camping Grounds Act 1995* (CPCG Act). The overarching objective is to provide a legislative framework which meets the needs of consumers, operators and regulating authorities, reduces red tape and safeguards the health and safety of users.

The anticipated outcome from the development of the new legislation is an improvement in:

- clarity in the interpretation of the legislation;
- consistency of application of the legislation by local governments;
- consistency of application of the legislation by State government agencies; and
- flexibility of the prescribed requirements under the legislation for existing and new developments.

This consultation paper seeks your comments on proposals outlined in this paper. In particular, the new legislation will focus on the health and safety standards of sites designated for the use of a caravan, campervan or tent.

It is proposed that the new legislation focus on **holiday parks**<sup>1</sup> (previously known as caravan parks and camping grounds), recognising that these have a variety of users. The term ‘holiday park’ will provide the flexibility to allow the market to drive the supply of accommodation types. It is proposed that all holiday parks be subject to the same health and safety standards regardless of whether they are operated by a public sector body or a private operator.

Residential parks<sup>2</sup> are proposed to be assessed as residential developments under relevant development and planning policies. Park homes are currently defined as ‘vehicles’ under the CPCG Act but treated as buildings with wheels – they have to comply with the Building Code of Australia (BCA). It is proposed that the treatment of park homes be clarified by transferring the certification process of park homes to the *Building Act 2011* (the Building Act).

<sup>1</sup> See definition in *Table 3: Proposed definition in new legislation* of this consultation paper.

<sup>2</sup> Residential parks are also known as park home parks. They contain long-stay sites and some only cater wholly to long-stay occupiers.

The proposed licensing regime focuses on a management plan proposed by the operator. The management plan is assessed by the licensing authority for its compliance with minimum health and safety standards, its delivery of products to the identified market segment(s) and the addressing of environmental and risk matters. When approved, it will form the basis for the licence. This model is expected to be sustainable, support commercial viability and meet changes in the market as it is consumer focused.

It is proposed to increase the scope of the Act to include public sector bodies.

Where possible, the headings of the consultation paper are set out in accordance with the provisions in the CPCG Act. Proposals are developed to facilitate the review of this complex piece of legislation. Comments are encouraged for the entire CPCG Act, and not just restricted to the matters raised in this consultation paper.

Please note: unless marked “Private and Confidential”, all correspondence and submissions will be regarded as public documents and may be made available on the Department’s website.

The review of the CPCG Act and the development of new legislation address Recommendation 1 of the *Western Australian Caravan and Camping Action Plan 2013-18* and are supported through the State Government’s Royalties for Regions program.

Recommendation 1 of the *Western Australian Caravan and Camping Action Plan 2013-18* is as follows:

*Review legislation and regulations, including the Western Australian Caravan Parks and Camping Grounds Act (1995) and Regulations (1997), to increase the supply of caravan parks and campgrounds to meet visitor demand and commercial market realities.*<sup>3</sup>

<sup>3</sup> Recommendation No. 1. Tourism Western Australia, *Western Australian Caravan and Camping Action Plan 2013-18*.

## Background

---

The CPCG Act came into effect on 1 July 1997 and there have been no substantial amendments to it since that time. It was over sixteen years in development and its focus was to provide for the regulation of caravanning and camping, to control and license caravan parks and camping grounds, and to provide standards in respect of caravans.

The CPCG Act delivers licensing, inspection and enforcement powers to local governments in order to administer the legislation. The main provisions of the CPCG Act are the process of application for a licence, duties of the licence holder, keeping a register of licences, right of inspection, and providing for the making of subsidiary legislation such as regulations and local laws.

The CPCG Regulations deal with matters under the CPCG Act that include: standards of design, construction of caravans and annexes, health and safety standards of services and amenities, vehicular traffic, forms and fees, type of licences and penalties.

There are approximately 400 caravan parks in Western Australia<sup>4</sup>, about half of the caravan parks only cater to long-stay tenants. According to the 2012 registration figures in Western Australia; there are 72,405 caravan and camper-trailer registrations and 8,127 campervans registrations. This represents 30 registrations for every 1,000 people which is understood to be the highest proportion in any Australian state.

The following table provides information on other relevant legislation and its application to a holiday park (caravan parks and camping grounds).

**Table 1: Information on regulatory tools related to a holiday park**

Holiday Park Key Aspect	Regulatory Tool
Land use, zoning issues, proportion of long-stay tenants and short-stay tenants in a holiday park	<i>Planning and Development Act 2005</i> , Planning Bulletin 49 and 71 Local Government Tourism Planning Strategies Local Government Town Planning Schemes Metropolitan Region Scheme

<sup>4</sup> Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p. 17.

Holiday Park Key Aspect	Regulatory Tool
Building standards and building approval	<i>Building Act 2011</i> Building Code of Australia
Granting or renewal of licence, inspections, level of facilities	<i>Caravan Parks and Camping Grounds Act 1995</i> <i>Caravan Parks and Camping Regulations 1997</i>
Security of tenure and consumer protection in relation to buying and selling of park homes	<i>Residential Tenancies (Long-Stay Tenants) Act 2006</i>

### **Why change the act?**

The CPCG Act and associated regulations are very prescriptive and have not had the flexibility needed to cope with changes to the market and consumer expectations. For example, many travellers now have fully self-contained recreational vehicles (RVs) that do not need the same facilities that are prescribed in the CPCG Act. This uniformity has stifled the ability of operators of facilities to respond to different market segments. Therefore, new legislation is necessary to address current deficiencies.

### **Research for the Consultation Paper**

The Parliamentary Economics and Industry Standing Committee conducted a review of the industry in 2009, with its report 'Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia' tabled on 15 October 2009 (the EISC Report). On 25 May 2010, the government tabled its response to the EISC inquiry. These recommendations and government agency responses have been considered in the development of the proposals in this consultation paper.

Across Australia there is no consistent approach to the regulation of caravan parks and camping grounds. Research on the different States shows that only Western Australia, New South Wales and Victoria have specific legislation that deals with standards of holiday parks. These States also prescribe separate standards for park homes. One of the focuses of the CPCG Act is to provide for laws and regulations which would apply uniformly across the State. Other states such as Queensland, South Australia and Tasmania use local laws or planning laws to regulate holiday parks, leading to a wide range of standards and processes.

# Objectives

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One of the key functions of government is to minimise risks to the community (where they cannot otherwise be managed). It is intended that the new legislation be less prescriptive and focus on the management of health and safety risks in relation to caravan and camping facilities.

## **Principles**

The four key principles that have guided the approach to the review and development of the new regulatory framework are:

- 1) Minimalist in its regulatory approach / to reduce the red tape while managing the risks associated with the operation of holiday parks.
- 2) Where appropriate, to allow for a sustainable market driven approach to product mix and park design.
- 3) To provide a flexible operating environment to meet the changing needs and expectations of holiday park users.
- 4) To promote consistency in approach to administration of the new regulatory framework.

# Review Process and Timetable

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It is recognised that many stakeholders including: consumers, industry, state government departments and local government have an interest in the caravan parks and camping grounds legislation. The review is being led by an Interagency Advisory Group assembled to facilitate the development of a new CPCG Act and to explore key policy issues.

## Consultation Workshops

Consultation workshops were held as part of the development of this consultation paper to identify key issues with the current legislation and to develop key policy options for wider consultation. Government agencies and relevant stakeholder groups were invited to participate in the workshops.<sup>5</sup>

Five workshops were held in December 2013 to January 2014 on the following topics:

1. Regulation of Park Homes and Park Home Estates
2. Minimum Standards
3. Catering for the Different User Groups
4. Roadside Rest Areas
5. Role of Local Government and State Government as Operators.

## Public Consultation Phases

There are two main public consultation phases for the development of the new Act. These are outlined below:

### Phase One - CPCG Act Consultation Paper

The aim of this Consultation Paper is to obtain the views of the general public, operators, local government, industry stakeholders and government agencies on the effectiveness of the current CPCG Act and what the new legislation should look like. The Consultation Paper will be published for public comment for a period of three months.

<sup>5</sup> A list of the organisations participating is contained in *Acknowledgements* of this Consultation Paper.

## Phase Two - Proposed Drafting Instructions

Submissions received for this Consultation Paper will be analysed and positions developed to inform the drafting instructions for the new legislation. These will be published for further public comment for a period of three months.

As the *Caravan Parks and Camping Grounds Regulations 1997* (the CPCG Regulations) contain the fine detail that fill in the broad outline in the legislation, preliminary work on these will take place in parallel with the work on the new Act. It is intended that a consultation paper on the CPCG Regulations is released in association with Phase two of the Act development and consultation.

The timetable below provides an overview of the review process and intended timeframe for each stage of the process.

**Table 2: Intended timeframe for the review process**

Phase	Activity	Start	Finish
Preliminary	Workshops with key stakeholders held to discuss key topics for input into the <b>CPCG Act Consultation Paper</b>	December 2013	January 2014
Phase 1:	Drafting of the Consultation Paper	January 2014	April 2014
	<b>CPCG Act Consultation Paper</b> released for state-wide public comment	May 2014	September 2014
Phase 2:	Preparation of CPCG Regulations Consultation Paper	June 2014	September 2014
	Analysis of feedback received on the <b>CPCG Act Consultation Paper</b> , drafting of decision paper	September 2014	October 2014
	Preparation of Drafting Instructions	November 2014	January 2015
	Release of Regulation Consultation Paper for Statewide public comment	Dec 2014	April 2015



Phase	Activity	Start	Finish
	Release of Drafting Instructions for state-wide public comment	January 2015	April 2015
	Analysis of submissions received and drafting of the Bill	April 2015	August 2015

# Scope of the New Legislation

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## 1. Definitions

The Government accepts Recommendation 47 of the EISC Report which states:

*The Minister for Local Government ensures that the current legislative review of the CPCG Act and subsidiary legislation includes a review of the definitions used throughout the legislation, updating those necessary to reflect contemporary practice.*<sup>6</sup>

The following key definitions are proposed for the new legislation.

**Table 3: Proposed definition in new legislation**

Current term under the CPCG Act	Proposed definition in new legislation	Comment
None	<p><b>Licensing authority</b></p> <p>The licensing authority is the State if the Minister has decided that the State is to be the licensing authority.</p> <p>If the licensing authority is not the State, the licensing authority is the local government in whose district the proposed holiday park is, or is proposed to be, located.<sup>7</sup></p>	<p>Where the facility is on Crown land or is operated by a government agency, the Minister will have the power to determine that the State Government is the licensing authority.</p> <p>The local government will continue to be the licensing authority in all other cases. See <i>8. Application of the Act to public sector body</i> for more information.</p>

<sup>6</sup> Recommendation No. 47. Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p. 296.

<sup>7</sup> This is modelled after the *Building Act 2011*.

Current term under the CPCG Act	Proposed definition in new legislation	Comment
<b>Relates to the Land</b>		
Caravan park	<p><b>Holiday park</b></p> <p>Holiday park means an area of land on which caravans, campervans and/or tents are situated for habitation primarily by short-stay occupiers. It may include ancillary accommodation depending on zoning and the licence conditions of the holiday park.</p>	<p>This definition is intended to describe mixed-use caravan parks as the term 'caravan park' does not reflect current practice that most caravan parks are mixed-use. Camping grounds will be a limited form of a holiday park.</p> <p>What buildings will be allowed in a holiday park is discussed under <i>5. Buildings allowed</i>.</p>
None	<p><b>Short-stay occupier</b></p> <p>Short-stay occupier means a person or one group of persons who occupies a holiday park for no longer than 3 months in any 12 month period.</p>	<p>This places the focus of the definition on the person and not the site as any site could qualify as a short-stay site.</p>
Short-stay site	<p><b>Short-stay site</b></p> <p>Short stay site means a site at a holiday park which is to be occupied by a short-stay occupier.</p>	<p>This places the focus of the definition on the person and not the site as any site could qualify as a short-stay site.</p>
Long-stay site	<p><b>Long-stay site</b></p> <p>Long-stay site means a site at a holiday park which can be occupied consecutively by the one person or one group of persons, for longer than 3 months in any 12 month period.</p>	<p>This distinguishes long-stay site from short-stay site.</p>

Current term under the CPCG Act	Proposed definition in new legislation	Comment
<b>Relates to Types of Accommodations</b>		
Caravan	<p><b>Caravan</b></p> <p>Caravan means a trailer that is fitted or designed to be:</p> <ul style="list-style-type: none"> <li>(a) Attached to and towed by a vehicle;</li> <li>(b) Used for habitation; and</li> <li>(c) Capable of being registered/licensed (within the meaning of the <i>Road Traffic Act 1974</i>) as a trailer.</li> </ul>	This will include camper trailers but exclude non-transportable homes and park homes.
Campervan	<p><b>Campervan</b></p> <p>Campervan means a vehicle designed to be used both as a vehicle and for habitation, capable of being registered/licensed (within the meaning of the <i>Road Traffic Act 1974</i>) as a motor vehicle.</p>	This definition will capture motorhomes and RVs but exclude transportable homes and park homes.
Park home	No definition of park home as it will be classified as a building under the BCA and the Building Act.	Transportable cabins/chalets and park homes will be treated in the same way – as buildings under the BCA.
Camp (noun)	<p><b>Tent</b></p> <p>Tent means any portable tent which, apart from any rigid support frame, has walls and a roof of canvas or other flexible material.</p>	<p>The noun 'camp' is proposed to be replaced by 'tent'. This will remove the dual use of the term 'camp' both as a noun and as a verb.</p> <p>This definition includes safari tents which are portable but not those on a rigid floor.</p>

Current term under the CPCG Act	Proposed definition in new legislation	Comment
		Any other type of tent that is not 'portable' and/or has a rigid floor will be required to be assessed under the Building Act.
Camp (verb)	<p><b>Camp</b> (verb)</p> <p>Camp means to stay or lodge in a tent, or other transportable thing of any kind used or capable of being used for habitation, and includes a caravan, campervan or other vehicle.</p>	The new definition of the verb 'camp' will be similar to the definition in the <i>Conservation and Land Management Regulations 2002</i> .

### Guidance Questions

Your comments and feedback are welcomed on all or part of this consultation paper. The following guidance questions have been created to assist you with your submission. It would be appreciated if they were referenced for ease of processing.

The guidance questions can also be found in our online Feedback Form at: [www.dlgc.wa.gov.au/CPCG-Consultation-Paper](http://www.dlgc.wa.gov.au/CPCG-Consultation-Paper).

**Question 1:** Are there any issues with the proposed definitions in *Table 3: Proposed definition in new legislation* of this consultation paper? Please explain.

**Question 2:** Are there other significant term that requires definition? If so, what is/are the term(s) and your proposed definition(s)?

**Question 3:** Can you identify any particular cost impacts or benefits that may result from the implementation of these proposed definitions? Please provide details.

## 2. Holiday parks

The uses of holiday parks vary and can be broadly categorised as follows:

- Holiday accommodation (short-stay)
- Workers accommodation (short-stay or long-stay)
- Residential accommodation (long-stay)
- Accommodation for people in transit (overnight or short-stay)
- Respite accommodation (short-stay)

Due to market demand and commercial viability, holiday parks have evolved to offer different types of accommodation products including cabins, chalets, caravans, park homes and tents. As stated in the EISC Report, ‘travellers appear to want fewer and more basic facilities, while holidaymakers may want more amenities to enhance their holiday experience at that park’.<sup>8</sup> Therefore, a one-size-fits-all approach is no longer appropriate and the terms ‘caravan parks’ and ‘camping grounds’ may not be an accurate description of current facilities where they consist of various holiday accommodation types.

Different planning policies, zoning, building legislation and the complexity of the CPCG Act, have created confusion on the legality of the placement of certain types of accommodation in holiday parks. It is proposed that the out-dated terms ‘caravan parks and camping grounds’ are replaced with the more general term ‘holiday parks’. This will recognise the primacy of holiday use, the mix of different product types that exist on holiday parks and are required for commercial viability, whilst also allowing future accommodation types to be developed. The use of holiday accommodation, whether it is for short-stay or long-stay, will be a secondary consideration.

### Residential Parks

Caravan parks have traditionally catered for tourists and holidaymakers. However, they are now recognised as providing a legitimate form of residential accommodation.<sup>9</sup> It is recognised that the demand of the caravan industry is seasonal and ‘permanents’ or ‘long-stay tenants’ provide consistent income and out of season benefits for operators.

<sup>8</sup> Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p. 48.

<sup>9</sup> Finding No. 101. Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p. 250.

One of the unintended consequence with formally recognising long-stay residential accommodation in caravan parks is that it has allowed caravan parks to develop solely for long-stay residence, commonly known as 'residential parks', 'lifestyle villages' or 'park home parks'. As quoted in the EISC Report, the Shire of Busselton described the development of 'retirement park home facilities on sites intended for tourism use' as an exploitation of a 'loop hole in the Regulations'.

Residential parks that only cater to long-stay tenants should be assessed under a more appropriate regulatory framework similar to a typical residential development. The Interagency Advisory Group supported the Government's response to the EISC Report that the CPCG Act is no longer an appropriate statutory basis for the lifestyle village form of residential development.

The issue of eligibility for rent assistance for residents of lifestyle villages/residential parks was raised in the consultation workshops. The Department has clarified with the Australian Government Department of Human Services that the classification of park homes as 'buildings' rather than 'vehicles' will not impact on an otherwise eligible resident's receipt of Rent Assistance. The Rent Assistance is linked to the payment of rent for the land, not the park home's classification under the CPCG Act.

## Zoning

The use of the current CPCG Act to establish residential enclaves raises planning and development issues.<sup>10</sup> Allowing long-stay residency on tourism zoned land goes against the intent of the zoning.

Although zoning and planning matters are not within the scope of the CPCG Act, it was still considered important to consider them in this review. It is believed that the mix of long and short-stay sites within caravan parks is best determined at a local level via a local government's local tourism planning strategy.<sup>11</sup>

The proportion of long-stay and short-stay occupants in a holiday park will be determined by the developer and local government on the basis of planning policies, market demand and operational viability. The management plan<sup>12</sup> can set out the mix of

<sup>10</sup> Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p. 217.

<sup>11</sup> Finding No. 89 Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p. 222.

<sup>12</sup> For detailed discussion of Management Plans refer to 6.2 *Management Plan Model* of this consultation paper.



accommodation facilities in a holiday park. This is subject to approval by the licensing authority. If an operator decides to change the mix then a revised management plan will be required to be submitted.

It is proposed that the new legislation can contain a similar provision to improve clarity around the future development of holiday parks; that they have to comply with the *Planning and Development Act 2005*.

**Proposal 1:** The principal focus of the new legislation is on holiday parks and relevant holiday accommodation.

**Proposal 2:** Caravan parks and camping grounds are referred to as holiday parks in the new legislation.

**Proposal 3:** The new legislation no longer covers long-stay residential parks which will be treated like any other residential village.

**Proposal 4:** The development of holiday parks has to comply with the *Planning and Development Act 2005* and associated legislation.

#### Guidance Questions

**Question 4:** Do you support the change in terminology from 'caravan parks and camping grounds' to 'holiday parks'? If yes, why? If no, why?

**Question 5:** Should the new legislation contain a provision that before granting a licence for a holiday park, relevant provisions of planning legislation must be complied with? Please explain.

**Question 6:** What impacts will the distinction between long-stay residential parks and holiday parks have on users, developers and administrators?

**Question 7:** What are the impacts if long-stay residential parks are removed from the new legislation and treated as residential developments?

**Question 8:** Should there be a transitional clause to exclude long-stay residential parks from the new legislation? If so, what do you suggest as a transitional clause?

**Question 9:** Can you identify any particular cost impacts or benefits that may result from removing long-stay residential parks from the new legislation? Please provide details.

### 3. The objects of the new Act

The main purpose of the legislation is to ensure that minimum health and safety standards are met in holiday parks. It is proposed that the new objects reflect this.

**Proposal 5:** The following are the proposed objects of the new CPCG Act:

An Act to –

- (a) minimise the health and safety risks to the users of holiday parks;
  - (b) provide for the licensing and regulation of accommodation located in holiday parks;
- and for other related matters.

#### Guidance Question

**Question 10:** Are these proposed objects sufficient? Please explain.

### 4. Building standards

It is proposed that long-stay residential parks be treated as residential developments and will consequently fall outside the scope of the new legislation. However, there are circumstances where individual park homes and other accommodation buildings will be located on a holiday park.

One of the issues which arises from the use of the CPCG Act to provide for long-stay accommodation relates to building approvals and compliance.<sup>13</sup> As a park home is defined as a vehicle under the current CPCG Act, building approvals are different for an identical park home type dwelling that is located on a caravan park facility compared to one that is on a piece of land outside a licensed facility. This causes confusion and potential inequities.

Under regulation 4 of the CPCG Regulations, a park home is a **caravan** in which a licence is not required under the *Road Traffic Act 1974*, because it could not be drawn by another vehicle on a road due to its size. Some park homes are the principal homes for the residents; hence the building, health and safety standards need to reflect this.

The EISC report states that the Committee supports the notion that all transportable buildings are treated the same and that buildings and vehicles should be clearly

<sup>13</sup> Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p. 229.

differentiated. Buildings should be covered by building legislation with its associated standards, and vehicles should be regulated under a vehicle or other licensing regime.<sup>14</sup> It was also raised in the consultation workshop that it is more appropriate to define 'park homes' as buildings (transportable) rather than caravans.

This will not mean that park homes are not allowed in holiday parks; rather it means that the certification process is recommended to be under different and more appropriate legislation. This is also consistent with how other permanent and transportable buildings (i.e. chalets and cabins) are certified and assessed under the Building Act in existing tourist facilities. The 'transportable' element of a park home will remain unchanged as the Building Act already deals with 'transportable buildings'.

The tables outlined in *Annexure A*, compare the building approval process for park homes and transportable chalets/cabins.

If park homes are certified under the Building Act, only the **certification process** is changed. There will be no changes to the building standards in relation to park homes as the same building standards under the BCA continue to apply. As mentioned in table 2 in *Annexure A*, the costs involved with the park home being certified under the Building Act will be the relevant cost of obtaining a building permit.

**Proposal 6:** Park homes are treated as buildings under the Building Act in the same way as other transportable buildings.

**Proposal 7:** Rigid annexes are treated as structures under the Building Act.

#### Guidance Question

**Question 11:** What are the likely impacts if the approval process of park homes and rigid annexes fall under the Building Act?

**Question 12:** Can you identify any particular cost impacts or benefits that may result from treating park homes as buildings and rigid annexes as structures under the Building Act? Please provide details.

<sup>14</sup> Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p. 235.

## 5. Buildings allowed

It is important that holiday parks have the ability to cater to the needs of particular groups of visitors (market segments) and have a variety of accommodation types from buildings such as chalets and cabins to sites available for caravans, campervans and tents. Hence, it seems important that buildings continue to be allowed at the holiday park under the new legislation and be dealt with under Building and Planning legislation. The new legislation will continue to address the risk of the placement of buildings in relation to caravans, campervans and tents.

The local planning scheme and other local government planning instruments determine what accommodation types are allowed on holiday parks. If there are various accommodation types proposed by the operator, the developer and local government will determine what proportion will be licensed as a holiday park under this Act. This should be aligned with the local planning strategy or local tourism planning strategy and the market segment(s) that the operator is aiming to attract and form part of the management plan.

Any additional building or structure shall not be situated so that they prevent the mobility of a caravan and campervan, nor the removal of transportable buildings within 24 hours. This is because these vehicles do not provide the same level of protection as buildings, it is important for the safety of occupants that they can be readily relocated in an emergency. It is proposed that there is physical and visual separation of a facility into zones according to the accommodation type.

In order to prevent the development of permanent residential developments in a holiday park, it is proposed that any building and associated structure which a person other than a short-stay occupier resides must be transportable, apart from any manager's residence. Chalets and cabins which are not transportable will only be able to be occupied by short-stay occupiers.

**Proposal 8:** Land zoning, local government planning schemes and other planning instruments determine the type of accommodation allowed on a holiday park, with the mix of accommodation types forming part of the approved management plan.

**Proposal 9:** Any building and associated structure, apart from any manager's residence, which a long-stay occupier occupies, must be transportable.

## Guidance Questions

**Question 13:** Should (residential) buildings be allowed to be constructed or placed on holiday parks? Why or why not?

**Question 14:** Do you support all forms of accommodation occupied by long-stay tenants being transportable? Why?

**Question 15:** Is a requirement that a transportable building or vehicle be able to be removed in 24 hours reasonable? Why or why not?

**Question 16:** What non-residential buildings should be allowed to be constructed – or required – on a holiday park and for what purposes?

**Question 17:** Can you identify any particular cost impacts or benefits from requiring all buildings and associated structures to be transportable (apart from any manager's residence)? Please provide details.

## 6. Licensing regime

The current CPCG Act stems from the *Health Act 1911* and is essentially designed to minimise the health and safety risks associated with caravan parks and camping grounds. The licensing regime is a regulatory tool to regulate and monitor these risks.

Under the CPCG Act, a person operating a caravan park or camping ground must have an appropriate licence.<sup>15</sup> Public sector bodies are exempted from the CPCG Act. Local government facilities do not have to be licensed as the local government is the licensing authority. Local governments facilities do, however, have to comply with the other provisions of the CPCG Act, please see 7. *Licensing authority as operators* in this consultation paper.

### 6.1 Licence categories

Under Schedule 2 of the CPCG Regulations, there are currently six types of licences that can be granted. These licences are as follows:

- Caravan park licence
- Camping ground licence
- Caravan park and camping ground licence

<sup>15</sup> Section 6 *Caravan Parks and Camping Grounds Act 1995* (WA).

- Park home park licence
- Transit park licence (stay of no longer than 3 consecutive nights)<sup>16</sup>
- Nature-based park licence (stay of no longer than 3 consecutive months)<sup>17</sup>.

Through consultation with relevant stakeholders, it appears that ‘caravan park licence’ is the most common type of licence issued. The six different types of licence under the CPCG Regulations should be simplified to reflect current practice where most holiday parks are mixed use and contain different types of accommodation. The simplification will allow a development application to be assessed on a case-by-case basis instead of trying to fit it in an existing category. This will in turn allow flexibility and ensure that health and safety risks involved in different types of developments are addressed accordingly. Different parts of the one facility may have distinct features that differentiate them from each other such as level of facilities, length of stay and accommodation types allowed.

Industry stakeholders and local government have also expressed confusion about the vague definition of ‘nature-based park’ and ‘transit park’. Under Schedule 8 of the CPCG Regulations, a nature-based park ‘means a facility where an occupier may stay no longer than 3 consecutive months’. Under the CPCG Regulations, local government has discretion to exempt nature-based park from providing certain amenities. A set of design guidelines for the development of nature-based parks focusing on planning and design has been developed.<sup>18</sup> In addition, the draft Nature-based Parks Licensing Guidelines have been developed to assist operators and local government.<sup>19</sup> The CPCG Regulations will be amended later this year in line with the Nature-based Parks Licensing Guidelines and feedback received on the Nature-based Parks questionnaire, as the current definition is vague and requires urgent amendment.

**Proposal 10:** The licensing categories are simplified to three categories: holiday park licence, transit park licence and nature-based park licence.

The permitted use of the caravan park land and proportion of long-stay sites and short-stay sites are determined through the planning and development approval and licensing process which is administered by the local government. Whilst land use, preservation of caravan parks and planning is outside the scope of the CPCG Act and new Act, it is

<sup>16</sup> Schedule 8 *Caravan Parks and Camping Grounds Regulations 1997* (WA).

<sup>17</sup> Ibid.

<sup>18</sup> Resolve Global Pty Ltd on behalf of Department of Parks and Wildlife and Department of Local Government and Communities, ‘A Development Guide for Nature based Caravan Parks and Camping Grounds in Western Australia’, 20 December 2010.

<sup>19</sup> Draft Nature-based Parks Licensing Guidelines can be found at [www.dlg.wa.gov.au/Content/Legislation/UnderReview/CaravanCampingLegislation/CaravanCampingRegulations.aspx](http://www.dlg.wa.gov.au/Content/Legislation/UnderReview/CaravanCampingLegislation/CaravanCampingRegulations.aspx)

important to examine ways to streamline the various approvals needed to develop a caravan park. The Department of Planning's *Planning Bulletin 49* provides guidance to local government in relation to planning (including zoning and development) of caravan parks.

**Proposal 11:** The licensing authority approves the ratio of long and short stay sites in a holiday park when approving the management plan for the holiday park.

#### Guidance Questions

**Question 18:** Should there be separate licence category for nature-based parks? Please provide reasons.

**Question 19:** Under what circumstances should a nature-based park licence be issued?

**Question 20:** Should there be a separate licence category for transit parks? Please provide reasons.

**Question 21:** Under what circumstances should a transit park licence be issued?

**Question 22:** In your opinion, is it reasonable that different parts of a holiday park which cater to different market segments have different levels of facilities and different conditions attached to them? Please explain.

## 6.2 Management Plan Model

It is proposed that the licensing regime focuses on a management plan prepared by the operator. This management plan will be an extension of the development application and approval. This new model is expected to be sustainable and able to readily meet changes in the market as it is consumer focused.

The management plan will form the main planning document for the operator and be the document a licensing authority uses to assess the application in order to license and regulate the park. It will be assessed on a case-by-case basis by the licensing authority while adhering to minimum health and safety standards under the new legislation. When approved, it will be the basis for the licence issued and conditions associated with that licence. This model is currently being proposed for the development of nature-based parks.<sup>20</sup>

<sup>20</sup> Draft Nature-based Parks Licensing Guidelines can be found at [www.dlgc.wa.gov.au](http://www.dlgc.wa.gov.au)



Some of the matters that the management plan will need to address include:

1. Market segment being targeted.
2. Infrastructure to be provided (in light of the market segment).
3. The number and type of sites proposed.
4. The buildings proposed.
5. The proposed maximum capacity of the facility.
6. If a full range of infrastructure is not to be provided, include an explanation of the impacts and how will this be managed.
7. Environmental impact and sustainability.
8. Waste management.
9. Traffic management.
10. Risk management.

If the operator wishes to make significant changes to the facility, a modified management plan will need to be submitted to the licensing authority for approval.

**Proposal 12:** The use of a management plan forms a model for licensing holiday parks.

**Proposal 13:** The new legislation provides minimum health and safety standards according to the types of facilities proposed in the management plan.

#### Guidance Questions

**Question 23:** How can the current licensing regime be improved?

**Question 24:** How can the planning approval and licensing approval process be streamlined? Please provide details.

**Question 25:** How can the requirements of the planning approval be more aligned with the requirements of the licence approval?

**Question 26:** What are the issues involved if the management plan model is used for the application for, and the basis of, a licence?

**Question 27:** Will the use of a management plan that is tailored to the market segment to be served by the holiday park result in a better outcome for users of that park? Please explain.

**Question 28:** Can you identify any particular cost impacts or benefits with the minimum health and safety standards being determined by the type of facilities in the proposed management plan? Please provide details.

**Question 29:** Can you identify any particular cost impacts or benefits resulting from a licensing regime based on a management plan model?

### 6.3 Duration of licence

Currently, the prescribed duration of a licence is **one year** from the day on which the licence is granted or renewed.<sup>21</sup> A licence remains in force for one year unless it is provided otherwise in the licence or it is cancelled. Through the consultation workshops, it has been raised that a one year licence period is too short. The lack of certainty for operators can affect the economic viability of a facility.

It is proposed that there are longer licence periods and longer periods between inspections to reward operators that are meeting the approved management plan requirements. It was suggested through the workshops that the licence period be extended from one year to five years. Inspections will be conducted during the licence period, with their frequency determined by the results of the previous inspection and any substantiated complaints received. This will create less administrative burden on the operator and compliance demands on the licensing authority.

To add further certainty for the ongoing operation of the holiday park and to improve the renewal process, it is proposed that operators should apply for renewal of their licence at least three months before it expires. If the licence renewal is not processed by the licensing authority before the licence expires, there is to be a presumption that the licence will continue unless there have been breaches of the licence conditions or legislation in that licensing period.

The new Act will still provide for the cancellation of a licence if the operator is found to be in breach of the legislation and/or licence conditions – see 9. *Enforcement* of this consultation paper for more information on compliance.

**Proposal 14:** The licence period be extended to five years.

**Proposal 15:** Application is to be made for renewal of licence at least three months prior to the expiry of the licence. The licensing authority has three months to process the application and if no decision is made within the timeframe, there is a presumption that the licence has been renewed unless there is a breach of legislation or licence conditions within the current licence period.

<sup>21</sup> Regulation 52 *Caravan Parks and Camping Grounds Regulations 1997* (WA).

**Proposal 16:** The licensing authority is to carry out an initial inspection within twelve months of:

- (a) the licence first being issued; or
- (b) any change in operator; or
- (c) any significant redevelopment of the facility.

**Proposal 17:** The timing of further general inspections will be determined by the results of previous inspections, with the frequency of no more than once a year and no less than once every three years.

**Proposal 18:** Additional inspections will be allowed in the following circumstances:

- (a) where a complaint has been received or the licensing authority has reason to believe that the conditions of the licence are not being met; or
- (b) to determine that the breach of legislation or licence conditions has been rectified.

**Proposal 19:** The licensing authority charges the operator of a facility an inspection fee, with the maximum fee prescribed in the new regulations.

#### Guidance Questions

**Question 30:** Is a five year licence reasonable? If not, how long should it be issued for? Why?

**Question 31:** Should there be a presumption of the extension of a licence if the licensing authority does not process the application within three months? Why or why not?

**Question 32:** If the licence period is extended to 5 years, assuming fees are calculated based on the types of sites, should licence fees be collected at the beginning of the licence period or annually? Please justify.

**Question 33:** Can you identify any particular cost impacts or benefits with allowing the licence period to be extended to five years? Please provide details.

**Question 34:** Is the proposed inspection regime outlined above reasonable and practicable? Why or why not?

**Question 35:** Do you have any alternative suggestions on how licence and inspection fees can be charged? Please provide details.

**Question 36:** Should there be a maximum length of time between inspections if the facilities have no compliance issues?

**Question 37:** Can you identify any particular cost impacts or benefits with extending the time period between inspections based on previous inspection results? Please provide details.

## 6.4 Renewal of licence

In accordance with the management plan model, it is proposed that a new management plan will not be required for application to renew a licence. The application for renewal will contain a number of questions including asking whether the facility is still compliant with the approved management plan and whether there have been changes to the existing facilities, redevelopment or change of ownership/management.

A revised management plan will, however, be required if the facility is redeveloped or expanded or if there are significant changes to the proposed type of use that is inconsistent with the management plan. This will form the basis for the issue of a new licence. Any licence fee that has been prepaid is to be credited against the new licence fee.

See 6.3 *Duration of Licence, Proposal 15*, it is proposed that an application for renewal of licence is to be made three months prior to its expiration. If the local government does not make a decision within the timeframe, there is a presumption that the licence has been renewed unless there is a breach of legislation or licence conditions within the current licence period.

**Proposal 20:** A new management plan is not required for application to renew a licence.

**Proposal 21:** A new licence will be required on the basis of an approved revised management plan if the facility is redeveloped or expanded or if there are significant changes to the proposed type of use.

### Guidance Question

**Question 38:** When should a new or revised management plan need to be lodged with the licensing authority? Please explain.

**Question 39:** Can you identify any particular cost impacts or benefits with requiring a revised management plan if:

(1) the facility is redeveloped or expanded; or

(2) there are significant changes to the proposed type of use? Please provide details.

## 7. Licensing authority as operators

Under the current CPCG Act, the local government is the licensing authority for the operation of caravan parks and camping grounds. If the facility is operated by a local government in its district, a licence is not required – that is, the local government does not need to grant itself a licence.<sup>22</sup> However, the local government's facilities still have to comply with all the requirements of the legislation that apply to other private operators.

One of the issues raised by industry stakeholders with a licensing authority operating its own facility is conflict of interest. The issue of cost recovery and competitive neutrality of licensing authority-operated facilities is, however, outside the scope of the CPCG Act and proposed new legislation.

### Independent licensing authority

It has been suggested that an independent licensing authority take the current role of local government in licensing and regulating facilities.

The advantages given for this model include:

- Removing the issue of perceived conflict of interest.
- Ensuring that all licence approvals in the State are processed consistently.

Some disadvantages for this model include:

- Significant increased cost to the industry as the cost of the independent licensing authority will need to be fully met by licensees.
- Potential increased cost to the users of holiday parks as the industry will pass on the costs.
- High costs in operating a centralised licensing authority with the ability to inspect and regulate across our large State, including travel costs.
- In a more decentralised model, the difficulty in hiring an inspector in regional areas who is independent of local government.
- Likely increase in back logs and delays of licence approvals and inspections done around the State.

<sup>22</sup> Section 15 *Caravan Parks and Camping Grounds Act 1995* (WA).

## Guidance Questions

**Question 40:** Are there any other advantages and disadvantages in having an independent licensing authority?

**Question 41:** Do you support the model of having an independent licensing authority separate to the local government? Please provide your reasons.

**Question 42:** If you are a caravan park or camping ground operator, will the benefits of this model outweigh the costs? Please explain.

## 8. Application of the Act to public sector body

The current CPCG Act does not apply to caravan parks and camping grounds **operated** or **leased** to private operators by a public sector body.<sup>23</sup> The exemption of a 'public sector body' from the CPCG Act currently results in perceptions of different standards that apply to facilities on certain Crown land, private and local government facilities. These perceptions can and have created confusion as to whether the CPCG Act applies.

The proposal is that the new legislation applies to all facilities, including those owned, operated or leased by a public sector body. It is, however, inappropriate for a local government to be a licensing authority for a State/Federal agency. It is, therefore, proposed that where a public sector body has a regulatory regime in place with standards consistent with the new legislation, the Minister can declare that agency to be the licensing authority for the purpose of those facilities.

**Proposal 22:** All caravan parks and camping grounds in WA are subject to the same health and safety standards regardless of whether they are owned, operated or leased by a public sector body.

**Proposal 23:** The licensing and enforcement process for caravan parks and camping grounds operated by State agencies remain with the State where there is compliance with the new legislation.

<sup>23</sup> Section 3(1) *Caravan Parks and Camping Grounds Act 1995* (WA).

## Guidance Questions

**Question 43:** What are the consequences if caravan parks and camping grounds operated by a public sector body are bound by the new legislation? Please provide specific examples.

**Question 44:** If the legislation binds a public sector body, how should the facilities be licensed and enforced?

**Question 45:** Should there be a difference in regulation between facilities operated by a public sector body and those leased by that agency to private operators? Please explain.

**Question 46:** Do you have any other comments on proposals 22 and 23?

**Question 47:** Can you identify any particular cost impacts or benefits of applying the same health and safety standards to all caravan parks and camping grounds in WA, regardless of whether they are operated by a public sector body or not? Please provide details.

## 9. Enforcement

Through inspections of the caravan park or camping ground, local governments currently have the following options to enforce the provisions of the CPCG Act—

**Work specifications notice** – A local government may give the licence holder a works specification notice specifying that work is required to be carried out to ensure compliance with the licence and the CPCG Act.<sup>24</sup> A maximum penalty of \$5000 can be imposed for not carrying out the work in the work specifications notice.

**Prohibition notice** –The local government may by notice in writing give to a licence holder a prohibition notice. The effect of the prohibition notice is that no new occupiers can be admitted to the facility or that no charges can be collected from existing occupiers when the prohibition notice is in force.<sup>25</sup>

<sup>24</sup> Section 21(3) *Caravan Parks and Camping Grounds Act 1995* (WA).

<sup>25</sup> Section 11 *Caravan Parks and Camping Grounds Act 1995* (WA).



**Cancellation of licence** – A local government can cancel a licence on the following grounds under section 12 of the CPCG Act:

- the licence holder has been convicted of an offence which, in the opinion of the local government, renders the licence holder an unsuitable person to hold the licence;
- a condition imposed on the licence has been contravened; or
- the licence was obtained by fraud or misrepresentation.

**Legal proceedings** – The local government (licensing authority) can take legal action for an offence under the CPCG Act.

**Infringement notices** – An authorised person may give an infringement notice to an alleged offender if he/she believes that a person has committed a prescribed offence against the CPCG Act. The infringement notice has to be given within 21 days after the alleged offence is believed to have been committed.<sup>26</sup> The authorised person is appointed by the local government/licensing authority.

A person who is aggrieved by a decision of a local government on the above enforcement provisions in relation to licences, work specification notices and prohibitions notices may apply to the State Administrative Tribunal for a review of that decision.<sup>27</sup>

A local government operated facility needs to comply with the same standards as prescribed in the CPCG Regulations even though a licence is not required to operate the facility. If the local government does not comply with the CPCG Act or Regulations, the Minister for Local Government may give directions to the local government to do so.<sup>28</sup> A local government which contravenes a direction under this section 16 of the CPCG Act commits an offence and is liable to a penalty of \$5000.<sup>29</sup>

**Proposal 24:** The enforcement provisions in the current CPCG Act are retained in the new legislation.

#### Guidance Questions

**Question 48:** Are the enforcement options in the CPCG Act sufficient to ensure compliance with the Act? Please provide reasons.

<sup>26</sup> Section 23(2) *Caravan Parks and Camping Grounds Act 1995* (WA).

<sup>27</sup> Section 27 *Caravan Parks and Camping Grounds Act 1995* (WA).

<sup>28</sup> Section 16 *Caravan Parks and Camping Grounds Act 1995* (WA).

<sup>29</sup> Section 16(3) *Caravan Parks and Camping Grounds Act 1995* (WA).

**Question 49:** What are the difficulties and issues involved with the current enforcement provisions under the CPCG Act?

**Question 50:** What are your suggestions for improving the enforcement provisions of the CPCG Act?

**Question 51:** Is the Minister's direction sufficient to enforce the requirements of the CPCG Act on a local government? If not, please provide alternative suggestions.

**Question 52:** Can you identify any particular cost impacts or benefits in retaining the current enforcement provisions in the new legislation? Please provide details

## 10. Amount of penalties

The following table outlines the penalties for the offences under the CPCG Act.

**Table 4: Penalties for offences under the CPCG Act**

Description of offence	Maximum Penalty
Operating a facility without the appropriate licence (s6)	\$5000
Incorrect display of the prohibition notice (s10)	\$2000
Contravention of the prohibition notice (s11)	\$5000
Breaching the duties of the licence holder (s13)	\$2000
Incorrect display of the licence (s13)	\$1000
Local government contravening a direction by the Minister (s16)	\$5000
Obstructing an authorised person lawfully acting under the CPCG Act (s19)	\$5000
Contravention of the works specifications notice (s21)	\$5000
Continuing offences (s24)	\$500 for each day the offence is continued
Regulations made under the CPCG Act can provide for penalties not exceeding \$5000 and a further penalty not exceeding \$500 for each day the offence continues.  Regulations can also prescribe modified penalties (fines) up to \$500. (s28) These apply on the issue of an infringement notice.	

Description of offence	Maximum Penalty
Local laws can provide for penalties not exceeding \$5000 and a further penalty not exceeding \$500 for each day the offence continues. (s29)	

#### Guidance Question

**Question 53:** Please provide your comments and suggestions on the quantum of penalties (allowable amount) for the offences under the CPCG Act. Please justify your reasons.

## 11. Regulations

The CPCG Act gives the Governor the power to make regulations prescribing all matters that are required or permitted by the CPCG Act, or are necessary or convenient to be prescribed, for giving effect to the purposes of the CPCG Act. Thus the Act provides a head of power for the making of regulations.

Details of the prescribed level of facilities are contained in the CPCG Regulations. This allows the prescribed level of facilities to be more readily amended to meet changes in the industry and in the market.

It is intended that the existing CPCG Regulations will be reviewed and redeveloped at a later stage in this legislative review process and public input will be sought. As a preliminary step in this process, input is being sought on what the minimum health and safety standards should cover.

**Proposal 25:** A regulation-making power will be included in the new legislation.

#### Guidance Question

**Question 54:** What do you think the minimum health and safety standards of holiday parks should be?

## 12. Other provisions

### 12.1 Duties of the licence holder

The CPCG Act specifically outlines the duties of licence holders<sup>30</sup>. If the licence holder does not ensure that these requirements are met, the licence holder can be liable for a penalty of \$1000 to \$2000. The CPCG Act also provides that the CPCG Regulations can further prescribe the obligations of licence holders.<sup>31</sup> The duties of the licence holders relate to the management of the facility, occupiers' access within the facility and the safe use and enjoyment of the facility.

The licence holder needs to ensure that the occupiers and the facility comply with the CPCG Act and Regulations. The following table outlines a number of the duties of the licence holder under the CPCG Act. Please indicate in the table whether the duty should be in the new legislation.

**Table 5: Review of duties of licence holders**

Duties of licence holders	Remain in new legislation?
Duty 1: The licence holder must ensure that a manager or other responsible persons resides in or near the facility and is accessible at all times in case of an emergency. At a caravan park, the manager or other responsible persons must be available at the office during normal office hours.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Duty 2: A register of occupiers is maintained.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Duty 3: Copies of relevant certificates in relation to park home approvals are kept at the facility with the register of occupiers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Duty 4: Copies of the Act and any subsidiary legislation made under this Act, facility rules and any special conditions imposed on the licence are readily available for inspection by the occupiers of the facility.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>30</sup> Section 9 *Caravan Parks and Camping Grounds Act 1995* (WA).

<sup>31</sup> Section 28(l) *Caravan Parks and Camping Grounds Act 1995* (WA).

Duties of licence holders	Remain in new legislation?
<p>Duty 5: Display the following in a prominent position at a camping ground or at the office of a caravan park:</p> <ul style="list-style-type: none"> <li>• The licence issued and any special conditions imposed on the licence</li> <li>• A plan of the facility</li> <li>• A copy of the facility rules made by the licence holder</li> <li>• The name, address and telephone number of a person to be contacted in an emergency.</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Guidance Question

**Question 55:** If you have indicated that one or more of the duties listed above should not be retained, please justify.

**Question 56:** Do you think there should be any additional duties? Please explain.

## 12.2 Registers

### 12.2.1 Register of occupiers (section 13)

Under section 13(1)(b) of the CPCG Act, the licence holder is to maintain a register of occupiers in the prescribed manner. Regulation 65 of the CPCG Regulations prescribes the manner in which this register is to be maintained.

#### **Regulation 65. Register of occupiers**

*A register of occupiers under section 13(1)(b) of the Act is to be maintained in such a form that it is possible to readily ascertain –*

- (a) the name and principal place of residence of an occupier for each site occupied;*
- (b) which site is occupied by a particular occupier, or group of occupiers;*
- (c) the dates on which an occupier, or group of occupiers, arrives at, and departs from, a site; and*
- (d) in respect of a caravan park, the number plate of –*
  - (i) the caravan;*
  - (ii) the vehicle towing, or which towed, the caravan, where possible; and*
  - (iii) another vehicle used by occupiers of the site, if it is not possible to identify the number plate referred to in subparagraph (ii).*

### Guidance Questions

**Question 57:** Should a holiday park operator be required to maintain a register of occupiers? Why or why not?

**Question 58:** Do you think any changes need to be made to the prescribed manner of the register of occupiers? Please provide details.

### 12.2.2 Local government to keep register of licences (section 14)

Under section 14 of the CPCG Act, a local government is to keep a register of licences issued by it recording such details in respect of each licence as are prescribed under the CPCG Regulations.<sup>32</sup> The local government is also required to keep a permanent record of a copy of each approval and certificate granted by it or sighted by it.<sup>33</sup> It is essential for local governments to collect this information as a regulator and licence authority.

The following are prescribed details to be recorded by the local government in respect of each licence granted:

- (a) the name and address of the facility
- (b) the name and address of each licence holder
- (c) the type of licence
- (d) the number and type of sites authorised to be used at the facility
- (e) whether or not the facility has an overflow area, and if so, the number and type of sites authorised to be used at the overflow area
- (f) the number of buildings on the facility that are used for occupation by persons
- (g) any conditions imposed on the licence.

### Guidance Question

**Question 59:** What details in respect of each licence should be added or removed in the new legislation and why?

## 12.3 Caravan Parks and Camping Grounds Advisory Committee

The Caravan Parks and Camping Grounds Advisory Committee (the Advisory Committee) is established under the CPCG Act.<sup>34</sup> The functions of the Advisory

<sup>32</sup> Regulation 66 *Caravan Parks and Camping Grounds Regulations 1997* (WA).

<sup>33</sup> Regulation 67 *Caravan Parks and Camping Grounds Regulations 1997* (WA).

<sup>34</sup> Section 25 *Caravan Parks and Camping Grounds Act 1995* (WA).

Committee include providing advice to the Minister, Department, public sector bodies, local governments and members of the public. The Advisory Committee's function is also to recommend to the Minister ways to improve, promote and regulate caravanning and camping throughout the State.<sup>35</sup>

The Department of Premier and Cabinet has released a circular which outlines the State Government's policy in relation to Government Boards and Committees. The Department of Premier and Cabinet's Circular 2010/02 states the following:

*Ministers and agencies are encouraged to utilise interdepartmental working groups, drawing upon external advice and engaging in other forms of consultation that do not involve the establishment of a State Government Board or Committee and the payment of fees.*<sup>36</sup>

Establishing a committee under legislation limits the number of stakeholders and stakeholder groups who are able to be involved in providing advice and making recommendations. When an issue arises, there may not be the expertise on the committee to address the matter. There are more effective, flexible and responsive ways of seeking stakeholder advice and tapping into their expertise on matters related to this industry sector.

Stakeholder issues-based workshops have been utilised very successfully during the development of this consultation paper allowing a wide range of interest groups to participate in providing views and advice on matters in which they have a particular interest.

**Proposal 26:** A Caravan Parks and Camping Grounds Advisory Committee be replaced by pro-active consultation with relevant stakeholders.

#### Guidance Question

**Question 60:** Do you support the proposed approach to consultation? Please provide reasons.

**Question 61a:** What alternative means exist of providing advice and making recommendations? What are the advantages and disadvantages of each of these?

<sup>35</sup> Section 25(2) *Caravan Parks and Camping Grounds Act 1995* (WA).

<sup>36</sup> Department of Premier and Cabinet, '2010/02 Circular State Government Boards and Committees', 26 July 2010. Available at <http://www.dpc.wa.gov.au/GuidelinesAndPolicies/PremiersCirculars/Pages/201002StateGovernmentBoardsandCommittees.aspx>



## 12.4 Local laws

The current CPCG Act gives a local government power to make local laws for its district under the *Local Government Act 1995* for any purpose set out in sections 28(2)(a)-(f).

Sections 28(2)(a)-(f) are:

- (a) regulate caravan parks and camping grounds and caravanning and camping generally throughout the State;*
- (b) provide for standards of design, construction, installation and maintenance of caravans and annexes;*
- (c) provide health and safety standards and standards for services and amenities for facilities;*
- (d) regulate pedestrian and vehicular traffic;*
- (e) provide that signs may be displayed, erected or marked for the purpose of any regulation;*
- (f) provide that the licence holder of a facility may give reasonable directions to any person in the facility regarding any motor vehicle or animal that the person has apparent control over and require that person obey such directions.*

Local laws made under the previous Act were repealed in 1998. It is understood that no local government has current local laws made under this provision.

### Guidance Question

**Question 61b:** Is a local law making power necessary? If so, what matters should be dealt with in local laws? Please explain.

## 12.5 Discretion to grant exemption

Under the CPCG Act, the Minister may vary, modify or grant exemptions from the CPCG Regulations upon application from a licence holder as long as the Minister is satisfied that the exemption will not be detrimental to the public interest.<sup>37</sup> The local government, as a licensing authority under the CPCG Act, also has power to grant certain exemptions under the CPCG Regulations in relation to transit parks and nature-based parks.

As discussed in 6. *Licensing regime* of this consultation paper, the proposed use of a management plan will enable the level of facilities required in a holiday park to be

<sup>37</sup> Section 31 *Caravan Parks and Camping Grounds Act 1995* (WA)

determined on a case-by-case basis, subject to compliance with the relevant minimum standards. This will allow flexibility and the tailoring of a facility to the user group.

**Proposal 27:** Any exemptions under the new legislation will only be able to be granted by the Minister responsible for the legislation.

#### Guidance Question

**Question 62:** Under what circumstances should an exemption from the legislation be considered?

**Question 63:** Can you identify any particular cost impacts or benefits by only allowing the Minister responsible for the legislation to grant exemptions? Please provide details

## 12.6 Transitional provision relating to existing caravan parks and camping grounds

One of the key principles of the new legislation is to ensure a flexible operating environment to respond to visitor demand and changes in the sector whilst managing risks associated with holiday parks. In order to achieve this, it is intended that the level of facilities required in holiday parks are less prescriptive while maintaining minimum health and safety standards.

It is proposed that existing caravan parks and camping grounds that comply with the current CPCG Act will not be required to upgrade or change their facilities under the new legislation unless the facility is substantially redeveloped<sup>38</sup>. This also applies to caravans, park homes and annexes on existing caravan parks.

Any operators of existing caravan parks and camping grounds that wish to comply with the new legislation can elect to do so - this can be done through applying for a new licence or making amendments to their existing licence through the preparation of a management plan.

Any new construction of park homes, buildings and rigid annexes will be required to comply with the Building Act.

**Proposal 28:** No significant burden is imposed on existing facilities through the introduction of the new legislation.

<sup>38</sup> A substantial redevelopment would be one that requires the approval of the local government or other statutory authority under other legislation.

**Proposal 29:** The new legislation will apply to all facilities but Ministerial exemption can be obtained for existing facilities.

#### Guidance Questions

**Question 64:** When should existing caravan parks and camping grounds be required to provide a management plan under the new legislation? Why?

**Question 65:** What impact will there be if existing caravan parks and camping grounds are required to prepare a management plan at the time of licence renewal?

**Question 66:** Is it reasonable for all existing licensed facilities to be exempted from any additional requirements in the new legislation? Why or why not? Which requirements?

**Question 67:** Can you identify any particular cost impacts or benefits on requiring an existing facility to provide a management plan under the new legislation? Please provide details.

## 12.7 Licensing of caravans

Under the *Road Traffic Act 1974* a caravan or recreational vehicle parked or driven in a caravan park does not require a vehicle licence. A vehicle licence is only required where it is used and/or parked on the road.<sup>39</sup> The *Road Traffic (Vehicle Standards) Regulations 2002* generally only apply to a caravan that is going to be driven or parked on a road.

The CPCG Regulations require that caravans remain mobile as follows:

- (1) *The owner of a caravan is to ensure that the caravan has wheels attached to it, or in the case of a park home assembled from components, each component of the park home has wheels attached to it, and is maintained in such a condition that it is able to be moved under its own power or by being towed, within 24 hours of –*
- (a) any services attached to it being disconnected; and*
  - (b) in the case of a park home assembled from components, it being split into components.*

<sup>39</sup> Section 15 *Road Traffic Act 1974* (WA).

*(2) A person is not to interfere with a caravan so as to render it unable to be moved, under its own power or by being towed. Penalty: \$2000.<sup>40</sup>*

Therefore, it is arguable that an unlicensed caravan is inconsistent with the intention of the mobility requirements of the CPCG Regulations as it cannot go on the road without the licence.

Under the *Road Traffic (Charges and Fees) Regulations 2006*, the main fees and charges in relation to caravan and campervan are outlined below.

The licensing fee for a campervan is approximately \$105 per annum with an additional motor vehicle third party insurance policy cost. The licensing fee for a moderate 3.2 metre caravan is approximately \$106 per annum which includes the motor vehicle third party insurance policy cost.

There is 50 per cent concession for the vehicle licence charge for vehicles owned by a pensioner, including the campervan licence fees.<sup>41</sup>

**Proposal 30:** That all caravans and campervans in holiday parks are licensed at all times.

#### Guidance Questions

**Question 68:** Do you agree that all caravans and campervans in holiday parks must be licensed at all times so they can be driven on the road when required? Why or why not?

**Question 69:** What are the impacts, including financial costs, if caravans and campervans in holiday parks are required to be licensed at all times?

## 12.8 Overflow facilities

Under Schedule 8 of the CPCG Regulations –

**overflow area** means an area of a facility specified as an overflow area in the licence for the facility

The definition of overflow area is vague and the CPCG Act does not prescribe circumstances when an overflow area can be established. However, most local

<sup>40</sup> Regulation 15 *Caravan Parks and Camping Grounds Regulations 1997* (WA).

<sup>41</sup> Regulations 18 and 19 *Road Traffic (Charges and Fees) Regulations 2006* (WA).

government only establish or license overflow facilities during peak visitor periods where existing caravan parks and camping grounds are at capacity.

Local government has adopted flexible approaches to overflow which include existing caravan and camping ground facilities being licensed for overflow sites, licensing of community and recreational organisations to provide overflow, and local government providing and managing its own overflow facility. Overflow areas are increasingly being used to accommodate larger self-contained recreational vehicles that have trouble finding a suitable size site in a traditional facility and do not need the facilities provided by caravan parks.

The CPCG Act and regulations are silent on the health and safety requirements of overflow areas, although the local government can impose conditions on the licence in relation to overflow areas and the period of time where an overflow area is open for use.<sup>42</sup> Conditions may relate to waste management, pets, fire and hanging of laundry.

The current CPCG Act only applies to overflow areas that are in a licensed facility (caravan park or camping ground). Therefore, the current CPCG Act does not apply to overflow areas that are not in a licensed facility such as school halls or sports halls.

Matters which impact on the ability to legislate for overflow areas include high level of flexibility involved in the operation of such facilities, variation in the need for overflow facilities, and the provision of these facilities across the State. In these circumstances a policy framework may be a more workable solution and is being addressed through Recommendation 7 of the 'WA Caravan and Camping Action Plan 2013- 2018'.<sup>43</sup>

**Proposal 31:** The new legislation prescribes minimum health and safety standards for overflow areas regardless of whether they are part of a holiday park or not.

**Proposal 32:** The determination of whether there is a tourist demand for the establishment of an overflow area and how this should operate is determined at a policy level.

#### Guidance Questions

**Question 70:** What are some of the issues with the planning, provision and management of overflow areas? Should these be dealt with in legislation or through policy? Why?

<sup>42</sup> Regulations 20 *Caravan Parks and Camping Grounds Regulations 1997* (WA).

<sup>43</sup> Recommendation No. 7. Tourism Western Australia, *Western Australian Caravan and Camping Action Plan 2013-18*.

**Question 71:** What do you think the new definition of ‘overflow areas’ should be?

**Question 72:** What should the minimum health and safety standards be for overflow facilities?

**Question 73:** Should the new legislation prescribe health and safety standards for all overflow areas regardless of whether they are in a community building (such as schools hall or sports hall) or part of a holiday park?

**Question 74:** Can you identify any particular cost impacts or benefits by prescribing minimum standards for overflow facilities in the new legislation? Please provide details

## 12.9 Stopping on the road

The definition of **road side rest area** is:

*an area designated by a traffic sign erected in accordance with a written law, as an area which may be used for 24 hours for –*

- (a) resting;*
- (b) stopping; or*
- (c) camping,*

*in a vehicle.*<sup>44</sup>

Under regulation 11 of the CPCG Regulations, a person may camp for up to 24 consecutive hours in a caravan or other vehicle on a road side rest area or on a road reserve in an emergency. The definition of ‘camp’ when used as a verb ‘includes to camp in a vehicle’.<sup>45</sup> Local government often find it difficult to determine if someone is ‘camping’ for more than 24 consecutive hours or stopping due to fatigue.

Main Roads WA provides road side rest areas and manages the facilities associated with road side rest areas. Main Roads WA’s policy is to provide safe rest areas for people to pull over from the road in order to manage fatigue; it is not intended to replicate more extensive caravanning and camping services where these are better provided by other facilities.<sup>46</sup> The use of the term ‘camping’ in the definition of road side

<sup>44</sup> Regulation 11(3) *Caravan Parks and Camping Grounds Regulations 1997* (WA).

<sup>45</sup> Regulation 8A *Caravan Parks and Camping Grounds Regulations 1997* (WA).

<sup>46</sup> Economics and Industry Standing Committee, *Provision, Use and Regulation of Caravan Parks (and Camping Grounds) in Western Australia*, Legislative Assembly of Western Australia, Perth, 15 October 2009, p319.

rest areas appear to be inconsistent with Main Road WA's policy wherein they are only intended for 'stopping'.

Through the consultation workshops, it was agreed unanimously that 'camping' be removed as an allowable use of road side rest areas and road reserves. This will be consistent with the intent of the use of road side rest areas or road reserves which is to allow people to park and rest for fatigue management or emergency purposes. This will provide clarification that road side rest areas are for parking for fatigue management purposes for up to 24 hours and avoid the use of the vague definition of 'camp'. It is proposed that the management of the road side rest areas or road reserves be under relevant road related legislation instead of the CPCG Act.

The level of facilities at road side rest areas is covered by the Main Roads WA Standards and is outside the scope of the CPCG Act. The Department is aware that Main Roads WA has received funding to upgrade some of the road side rest areas.<sup>47</sup>

**Proposal 33:** Road side rest areas are dealt with under existing road and parking legislation rather than the new holiday park legislation.

**Proposal 34:** Parking/stopping is still allowed at road side rest areas for fatigue management for up to 24 hours.

#### Guidance Questions

**Question 75:** If the regulation of parking at road side rest areas and road reserve comes solely under parking related legislation, what are the impacts on users, enforcement agencies and Main Roads WA?

**Question 76:** Should there be a requirement for users of road side rest areas and road reserves to stay in a vehicle if they are parking there overnight for up to 24 hours? Please explain. How are motorcyclists and cyclists to be catered for?

**Question 77:** What are the health and safety risks involved with using road side rest areas and road reserves and how can they be resolved?

**Question 78:** Can you identify any particular cost impacts or benefits by dealing with road side rest areas outside the new legislation? Please provide details. (Note: the use of road side rest areas for the purpose of fatigue management will remain.)

<sup>47</sup> Tourism WA, Western Australian Caravan and Camping Action Plan 2013-2018, Perth, 6 April 2013 p.6.



## Annexure A

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**Table 6: Regulatory framework for building approval of different structures**

Type of structure	Classification under BCA <sup>48</sup>	Complies with BCA?	Existing regulation of building approval process	Proposed regulation of building approval process
Chalets/ cabins	Class 1b or 3	Yes	<i>Building Act 2011</i>	<i>Building Act 2011</i>
Park Home	Class 1a or 1b	Yes	<i>Caravan Parks and Camping Grounds Act 1995</i>	<i>Building Act 2011</i>
Rigid Annexe	Class 10a, 1a or 1b	Yes	<i>Caravan Parks and Camping Grounds Act 1995</i>	<i>Building Act 2011</i>
Non-rigid Annexe	NA	No	NA	NA
Pergola/ Carport	Class 10a or same classification of the structure it is attached to	Yes	<i>Building Act 2011</i>	<i>Building Act 2011</i>
Caravans	NA	No	<i>Licensed under the Road Traffic Act 1974</i>	<i>Licensed under the Road Traffic Act 1974</i>

<sup>48</sup> Building Code of Australia

**Table 7: Existing building approval process and licensing for park home and chalets/cabins which are transportable.**

Key Aspect	Transportable Chalets/Cabins	Park Homes
Applicable legislation	<i>Building Act 2011</i>	<i>Caravan Parks and Camping Grounds Act 1995</i>
Application to BCA	Yes	Yes
Classification	Class 1b or 3	Class 1a or 1b
Building approval process	<p><i>Building Act 2011</i></p> <ul style="list-style-type: none"> <li>• Requires a building permit under the <i>Building Act 2011</i>.</li> <li>• Registered building surveyor (private or local government) assesses plans and issues a Certificate of Design Compliance.</li> <li>• If the application conforms to the <i>Building Act 2011</i>, the building permit is issued by the local government.</li> <li>• Construction commences and there may be inspections during construction if required.</li> <li>• Once construction is complete, a Notice of Completion is given to the local government within 7 days of end of construction.</li> </ul>	<p><i>Caravan Parks and Camping Grounds Act 1995</i></p> <ul style="list-style-type: none"> <li>• Design park home.</li> <li>• Engage a registered builder to build or supervise the building of a park home.</li> <li>• Construction occurs.</li> <li>• The registered builder issues a signed and dated certificate stating that the park home complies with the BCA and other requirements.</li> <li>• Professional engineer assesses park home.</li> <li>• The professional engineer issues a certificate stating that the park home is structurally sound if assembled according to the instructions and that the design of the axle, wheels and chassis will support the weight of the building.</li> </ul>

Key Aspect	Transportable Chalets/Cabins	Park Homes
	<p>If it is Class 3, an occupancy permit is required.</p> <p>See Building Commission website for more information at <a href="http://www.buildingcommission.wa.gov.au">http://www.buildingcommission.wa.gov.au</a></p>	<ul style="list-style-type: none"> <li>• These documents are provided to the local government.</li> <li>• Local government is to classify the building under the BCA.</li> <li>• Obtain approval from the local government to bring it onto a caravan park.</li> <li>• Provide these documents to the caravan park licensee to seek approval to place the park home on the facility.</li> </ul>
Local government role	<p>Local government –</p> <ul style="list-style-type: none"> <li>• Prior to issuing the building permit, the local government or private building surveyor assesses the plan and signs certificate of design compliance.</li> <li>• Local government will check that the application for building permit conforms to the <i>Building Act 2011</i>.</li> <li>• Issues the building permit.</li> <li>• Local government may inspect during the construction if required.</li> <li>• Issues Occupancy Permit if required, on notification of completion.</li> </ul>	<p>Local government –</p> <ul style="list-style-type: none"> <li>• Classifies the park home under the BCA.</li> <li>• Sights and copies the certificates by a registered builder and professional engineer.</li> <li>• Gives approval for the park home to be brought onto the caravan park.</li> <li>• Issues notification of approval.</li> </ul>

Key Aspect	Transportable Chalets/Cabins	Park Homes
Who is the applicant?	The applicant can be anyone, most likely the builder or owner.	<p>The applicant is the person who wishes to place the park home in the caravan park. The applicant can be the resident, operator or developer.</p> <p>The builder of the park home is responsible for providing the required certificates to the purchaser.</p>
Main assessing officer to ensure building standards are complied with	Registered building surveyor	Registered builder and professional engineer
Fees involved	<p>Approximately \$90 for building permit and \$90 for building approval certificate.<sup>49</sup></p> <p>Cost of a registered building surveyor.</p>	<p>Fee to cover the administrative cost of the local government processing the application to approve the park home.</p> <p>Cost of a registered builder for the certificate and cost of a professional engineer for the relevant certificates.</p>

<sup>49</sup> Note that these fees are to cover the administrative cost of the permit authority issuing the building permit and/or building approval certificate. The minimum fee for a building permit is \$90 but may be higher dependent on the value of the building.

# Acknowledgements

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Appreciation is extended to the representatives of the following organisations who have been involved in the development of this consultation paper through the sharing of their expertise, experience and time:

## **State and Federal Government Departments**

Australian Government Department of Human Services  
Department of Commerce  
Department of Finance  
Department of Health  
Department of Housing  
Department of Lands  
Department of Parks and Wildlife  
Department of Planning  
Department of Regional Development  
Department of Transport  
Main Roads WA  
Tourism WA  
Western Australia Police

## **Local Government**

WA Local Government Association  
City of Busselton  
City of Rockingham  
Shire of Mundaring  
Pilbara Regional Council

## **Peak Organisations**

Caravan Industry Association of WA  
Environmental Health Association Australia  
Park Home Owners Association  
Seniors Ministerial Advisory Council  
The Campervan and Motorhome Club of Australia  
WA Association of Caravan Clubs  
WA Recreational Campers Organisation

## **Other**

Brighthouse Consultancy  
National Lifestyle Villages

‘Consultation Paper - Proposal for Caravan Parks and Camping Grounds Legislation’ is available for viewing and download from the Department of Local Government and Communities website: [www.dlqc.wa.gov.au/CPCG-Consultation-Paper](http://www.dlqc.wa.gov.au/CPCG-Consultation-Paper)

For more information, please contact:

Department of Local Government and Communities  
Gordon Stephenson House, 140 William Street, Perth WA 6000  
GPO Box R1250, Perth WA 6844  
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Freecall: 1800 620 511 (Country only)  
Email: [info@dlqc.wa.gov.au](mailto:info@dlqc.wa.gov.au)  
Website: [www.dlqc.wa.gov.au](http://www.dlqc.wa.gov.au)

Translating and Interpreting Service (TIS) – Tel: 13 14 50



## Consultation Paper Feedback Form

### Proposal for Caravan Parks and Camping Grounds Legislation

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This form is part of an invitation for public comment on Consultation Paper 'Proposal for Caravan Parks and Camping Grounds Legislation' which can be found on the Department of Local Government and Communities' website here:

[www.dlgc.wa.gov.au/CPCG-Consultation-Paper](http://www.dlgc.wa.gov.au/CPCG-Consultation-Paper)

The consultation paper is an initiative of the Western Australia Caravan and Camping Action Plan, which is supported by the State Government's Royalties for Regions program to improve caravan park and camping experiences.

This form has been developed to assist you in preparing your submission. It contains all the proposals and guidance questions from the consultation paper. Please enter your comments in the boxes provided. It is not expected that all questions are answered.

**Comments on all or part of the consultation paper are appreciated.**

#### Submissions

Comments, queries and submissions should be forwarded no later than **1 September 2014**. Please direct all comments and submissions:

By email to: [caravan@dlgc.wa.gov.au](mailto:caravan@dlgc.wa.gov.au)  
noting 'Caravans and Camping Review' in the subject line.

By post to: Principal Policy Officer – Caravans and Camping Review  
Department of Local Government and Communities  
GPO Box R1250, Perth WA 6844

All responses to the consultation paper may be made publicly available on the Department's website. If you would prefer your name to remain confidential, please indicate this in your submission. If you would like the entire submission to remain confidential, please mark it "**Private and Confidential**".



### More information

If you have any queries in relation to the consultation paper and this form, please contact:

Principal Policy Officer – Caravans and Camping Review

Email: [caravan@dlgc.wa.gov.au](mailto:caravan@dlgc.wa.gov.au)

Telephone: (08) 6551 8700

Freecall (country only): 1800 620 511

Fax: (08) 6552 1555

For a Translating and Interpreting Service (TIS) telephone 13 14 50.

## About You

<b>Title:</b>	Mr <input type="checkbox"/>	Mrs <input type="checkbox"/>	Ms <input type="checkbox"/>	Miss <input type="checkbox"/>	Other <input type="checkbox"/>
	If other, please specify:				
<b>Given names:</b>					
<b>Surname:</b>					
<b>*Street or postal address:</b>					
<b>*Telephone:</b>	Home			Mobile	
	Business				
<b>*Email address:</b>					
<b>Which best describes you?</b> (You can select more than one.)	A Camper	<input type="checkbox"/>	A Caravan User	<input type="checkbox"/>	
	A Recreational Vehicle Owner	<input type="checkbox"/>	A Long-Stay Tennant	<input type="checkbox"/>	
	A Camping Ground Operator	<input type="checkbox"/>	A Caravan Park Operator	<input type="checkbox"/>	
	A Local Government	<input type="checkbox"/>	A State Government Agency	<input type="checkbox"/>	
	An Organisation	<input type="checkbox"/>	Other	<input type="checkbox"/>	
	If Other, please state:				
<b>If you are representing</b> a local government, organisation or business, please state your job title:					
<b>Privacy and permissions.</b> Submissions may be made public and published on the Department's website. Would you like to:					
Allow your submission to be published – without your name and *personal contact details.					<input type="checkbox"/>
Keep your submission Private and Confidential – do not publish anything.					<input type="checkbox"/>
I agree to all of my submission being published, including my name, except for my *personal contact details. (Your personal contact details will not be published.)					<input type="checkbox"/>

# Your Caravan and Camping Experiences (as an individual)

A. How often do you stay at caravan parks?							
B. When was the last time you stayed in a caravan park?							
C. What region of Western Australia was the caravan park in (if known)?							
D. How would you rate your last stay in a caravan park?							
Poor	<input type="checkbox"/>	Average	<input type="checkbox"/>	Good	<input type="checkbox"/>	Excellent	<input type="checkbox"/>
E. What were the best things about the caravan park?							
F. What could be improved at the caravan park?							

<b>G.</b> How often do you stay at camping grounds?							
<b>H.</b> When was the last time you stayed at a camping ground?							
<b>I.</b> What region of Western Australia was the camping ground in (if known)?							
<b>J.</b> How would you rate your last stay at a camping ground?							
Poor	<input type="checkbox"/>	Average	<input type="checkbox"/>	Good	<input type="checkbox"/>	Excellent	<input type="checkbox"/>
<b>K.</b> What were the best things about the camping ground?							
<b>L.</b> What could be improved at the camping ground?							
<b>M.</b> How often do you stay or camp at place outside of a camping ground or caravan park?							

Use the space below for general comments about the consultation paper and/or caravan parks and camping grounds:

Use the space below for general comments about the consultation paper and/or caravan parks and camping grounds:

## Guidance Questions from the Consultation Paper

This section contains all the proposals and guidance questions from Consultation Paper 'Proposal for Caravan Parks and Camping Grounds Legislation', which can be found online at: [www.dlqc.wa.gov.au/CPCG-Consultation-Paper](http://www.dlqc.wa.gov.au/CPCG-Consultation-Paper)

It is recommended that you read the relevant section of the consultation paper before answering a question. Please note: it is not expected that all questions are answered. Comments on all or only part of the consultation paper are appreciated.

If you require more space for an answer, you can attach a separate page or pages as part of your submission.

## 1. Definitions

**Question 1:** Are there any issues with these proposed definitions in *Table 3: Proposed Definition in new legislation* of this consultation paper? Please explain.

**Question 2:** Are there other significant term that requires definition? If so, what is/are the term(s) and your proposed definition(s)?

**Question 3:** Can you identify any particular cost impacts or benefits that may result from the implementation of these proposed definitions? Please provide details

## 2. Holiday parks

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**Proposal 1:** The principal focus of the new legislation is on holiday parks and relevant holiday accommodation.

**Proposal 2:** Caravan parks and camping grounds are referred to as holiday parks in the new legislation.

**Proposal 3:** The new legislation no longer covers long-stay residential parks which will be treated like any other residential village.

**Proposal 4:** The development of holiday parks has to comply with the *Planning and Development Act 2005* and associated legislation.

**Question 4:** Do you support the change in terminology from 'caravan parks and camping grounds' to 'holiday parks'? If yes, why? If no, why?

**Question 5:** Should the new legislation contain a provision that before granting a licence for a holiday park, relevant provisions of planning legislation must be complied with? Please explain.

**Question 6:** What impacts will the distinction between long-stay residential parks and holiday parks have on users, developers and administrators?

**Question 7:** What are the impacts if long-stay residential parks are removed from the new legislation and treated as residential developments?

**Question 8:** Should there be a transitional clause to exclude long-stay residential parks from the new legislation? If so, what do you suggest as a transitional clause?

**Question 9:** Can you identify any particular cost impacts or benefits that may result from removing long-stay residential parks from the new legislation? Please provide details.



### 3. The objects of the new Act

---

**Proposal 5:** The following are the proposed objects of the new CPCG Act:

An Act to –

- (a) minimise the health and safety risks to the users of holiday parks;
  - (b) provide for the licensing and regulation of accommodation located in holiday parks;
- and for other related matters.

**Question 10:** Are these proposed objects sufficient? Please explain.

### 4. Building standards

---

**Proposal 6:** Park homes are treated as buildings under the Building Act in the same way as other transportable buildings.

**Proposal 7:** Rigid annexes are treated as structures under the Building Act.

**Question 11:** What are the likely impacts if the approval process of park homes and rigid annexes fall under the Building Act?

**Question 12:** Can you identify any particular cost impacts or benefits that may result from treating park homes as buildings and rigid annexes as structures under the Building Act? Please provide details.

## 5. Buildings allowed

---

**Proposal 8:** Land zoning, local government planning schemes and other planning instruments determine the type of accommodation allowed on a holiday park, with the mix of accommodation types forming part of the approved management plan.

**Proposal 9:** Any building and associated structure, apart from any manager's residence, which a long-stay occupier occupies, must be transportable.

**Question 13:** Should (residential) buildings be allowed to be constructed or placed on holiday parks? Why or why not?

**Question 14:** Do you support all forms of accommodation occupied by long-stay tenants being transportable? Why?

**Question 15:** Is a requirement that a transportable building or vehicle be able to be removed in 24 hours reasonable? Why or why not?

**Question 16:** What non-residential buildings should be allowed to be constructed – or required – on a holiday park and for what purposes?

**Question 17:** Can you identify any particular cost impacts or benefits from requiring all buildings and associated structures to be transportable (apart from any manager's residence)? Please provide details.

## 6. Licensing regime

---

### 6.1 Licence categories

**Proposal 10:** The licensing categories are simplified to three categories: holiday park licence, transit park licence and nature-based park licence.

**Proposal 11:** The licensing authority approves the ratio of long and short stay sites in a holiday park when approving the management plan for the holiday park.

**Question 18:** Should there be separate licence category for nature-based parks? Please provide reasons.

**Question 19:** Under what circumstances should a nature-based park licence be issued?

**Question 20:** Should there be a separate licence category for transit parks? Please provide reasons.

**Question 21:** Under what circumstances should a transit park licence be issued?

**Question 22:** In your opinion, is it reasonable that different parts of a holiday park which cater to different market segments have different levels of facilities and different conditions attached to them? Please explain.

## 6.2 Management Plan Model

**Proposal 12:** The use of a management plan forms a model for licensing holiday parks.

**Proposal 13:** The new legislation provides minimum health and safety standards according to the types of facilities proposed in the management plan.

**Question 23:** How can the current licensing regime be improved?

**Question 24:** How can the planning approval and licensing approval process be streamlined? Please provide details.

**Question 25:** How can the requirements of the planning approval be more aligned with the requirements of the licence approval?

**Question 26:** What are the issues involved if the management plan model is used for the application for, and the basis of, a licence?

**Question 27:** Will the use of a management plan that is tailored to the market segment to be served by the holiday park result in a better outcome for users of that park? Please explain.

**Question 28:** Can you identify any particular cost impacts or benefits with the minimum health and safety standards being determined by the type of facilities in the proposed management plan? Please provide details.

**Question 29:** Can you identify any particular cost impacts or benefits resulting from a licensing regime based on a management plan model?

### 6.3 Duration of licence

**Proposal 14:** The licence period be extended to five years.

**Proposal 15:** Application is to be made for renewal of licence at least three months prior to the expiry of the licence. The licensing authority has three months to process the application and if no decision is made within the timeframe, there is a presumption that the licence has been renewed unless there is a breach of legislation or licence conditions within the current licence period.

**Proposal 16:** The licensing authority is to carry out an initial inspection within twelve months of:

- (a) the licence first being issued; or
- (b) any change in operator; or
- (c) any significant redevelopment of the facility.

**Proposal 17:** The timing of further general inspections will be determined by the results of previous inspections, with the frequency of no more than once a year and no less than once every three years.

**Proposal 18:** Additional inspections will be allowed in the following circumstances:

- (a) where a complaint has been received or the licensing authority has reason to believe that the conditions of the licence are not being met; or
- (b) to determine that the breach of legislation or licence conditions has been rectified.

**Proposal 19:** The licensing authority charges the operator of a facility an inspection fee, with the maximum fee prescribed in the new regulations.

**Question 30:** Is a five year licence reasonable? If not, how long should it be issued for? Why?

**Question 31:** Should there be a presumption of the extension of a licence if the licensing authority does not process the application within three months? Why or why not?

**Question 32:** If the licence period is extended to 5 years, assuming fees are calculated based on the types of sites, should licence fees be collected at the beginning of the licence period or annually? Please justify.

**Question 33:** Can you identify any particular cost impacts or benefits with allowing the licence period to be extended to five years? Please provide details.

**Question 34:** Is the proposed inspection regime outlined above reasonable and practicable? Why or why not?

**Question 35:** Do you have any alternative suggestions on how licence and inspection fees can be charged? Please provide details.

**Question 36:** Should there be a maximum length of time between inspections if the facilities have no compliance issues?

**Question 37:** Can you identify any particular cost impacts or benefits with extending the time period between inspections based on previous inspection results? Please provide details.

#### 6.4 Renewal of licence

**Proposal 20:** A new management plan is not required for application to renew a licence.

**Proposal 21:** A new licence will be required on the basis of an approved revised management plan if the facility is redeveloped or expanded or if there are significant changes to the proposed type of use.

**Question 38:** When should a new or revised management plan need to be lodged with the licensing authority? Please explain.

**Question 39:** Can you identify any particular cost impacts or benefits with requiring a revised management plan if:

(1) the facility is redeveloped or expanded; or

(2) there are significant changes to the proposed type of use? Please provide details.

## 7. Licensing authority as operators

### Independent licensing authority

**Question 40:** Are there any other advantages and disadvantages in having an independent licensing authority?

**Question 41:** Do you support the model of having an independent licensing authority separate to the local government? Please provide your reasons.

**Question 42:** If you are a caravan park or camping ground operator, will the benefits of this model outweigh the costs? Please explain.



## 8. Application of the Act to public sector body

---

**Proposal 22:** All caravan parks and camping grounds in WA are subject to the same health and safety standards regardless of whether they are owned, operated or leased by a public sector body.

**Proposal 23:** The licensing and enforcement process for caravan parks and camping grounds operated by State agencies remain with the State where there is compliance with the new legislation.

**Question 43:** What are the consequences if caravan parks and camping grounds operated by a public sector body are bound by the new legislation? Please provide specific examples.

**Question 44:** If the legislation binds a public sector body, how should the facilities be licensed and enforced?

**Question 45:** Should there be a difference in regulation between facilities operated by a public sector body and those leased by that agency to private operators? Please explain.

**Question 46:** Do you have any other comments on proposals 22 and 23?

**Question 47:** Can you identify any particular cost impacts or benefits of applying the same health and safety standards to all caravan parks and camping grounds in WA, regardless of whether they are operated by a public sector body or not? Please provide details.

## 9. Enforcement

---

**Proposal 24:** The enforcement provisions in the current CPCG Act are retained in the new legislation.

**Question 48:** Are the enforcement options in the CPCG Act sufficient to ensure compliance with the Act? Please provide reasons.

**Question 49:** What are the difficulties and issues involved with the current enforcement provisions under the CPCG Act?

**Question 50:** What are your suggestions for improving the enforcement provisions of the CPCG Act?

**Question 51:** Is the Minister's direction sufficient to enforce the requirements of the CPCG Act on a local government? If not, please provide alternative suggestions.

**Question 52:** Can you identify any particular cost impacts or benefits in retaining the current enforcement provisions in the new legislation? Please provide details

## 10. Amount of penalties

**Question 53:** Please provide your comments and suggestions on the quantum of penalties (allowable amount) for the offences under the CPCG Act. Please justify your reasons.

## 11. Regulations

**Proposal 25:** A regulation-making power will be included in the new legislation.

**Question 54:** What do you think the minimum health and safety standards of holiday parks should be?

## 12. Other provisions

### 12.1 Duties of the licence holder

Table 1: Review of duties of licence holders

Duties of licence holders	Remain in new legislation?	
<b>Duty 1:</b> The licence holder must ensure that a manager or other responsible persons resides in or near the facility and is accessible at all times in case of an emergency. At a caravan park, the manager or other responsible persons must be available at the office during normal office hours.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Duty 2:</b> A register of occupiers is maintained.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Duty 3:</b> Copies of relevant certificates in relation to park home approvals are kept at the facility with the register of occupiers.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Duty 4:</b> Copies of the Act and any subsidiary legislation made under this Act, facility rules and any special conditions imposed on the licence are readily available for inspection by the occupiers of the facility.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Duty 5:</b> Display the following in a prominent position at a camping ground or at the office of a caravan park: <ul style="list-style-type: none"><li>• The licence issued and any special conditions imposed on the licence</li><li>• A plan of the facility</li><li>• A copy of the facility rules made by the licence holder</li><li>• The name, address and telephone number of a person to be contacted in an emergency.</li></ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**Question 55:** If you have indicated that one or more of the duties listed above should not be retained, please justify.

**Question 56:** Do you think there should be any additional duties? Please explain.

## 12.2 Registers

### 12.2.1 Register of occupiers (section 13)

**Question 57:** Should a holiday park operator be required to maintain a register of occupiers? Why or why not?

**Question 58:** Do you think any changes need to be made to the prescribed manner of the register of occupiers? Please provide details.

### 12.2.2 Local government to keep register of licences (section 14)

**Question 59:** What details in respect of each licence should be added or removed in the new legislation and why?

### 12.3 Caravan Parks and Camping Grounds Advisory Committee

**Proposal 26:** A Caravan Parks and Camping Grounds Advisory Committee be replaced by pro-active consultation with relevant stakeholders.

**Question 60:** Do you support the proposed approach to consultation? Please provide reasons.

**Question 61a:** What alternative means exist of providing advice and making recommendations? What are the advantages and disadvantages of each of these?

### 12.4 Local laws

**Question 61b:** Is a local law making power necessary? If so, what matters should be dealt with in local laws? Please explain.

### 12.5 Discretion to grant exemption

**Proposal 27:** Any exemptions under the new legislation will only be able to be granted by the Minister responsible for the legislation.

**Question 62:** Under what circumstances should an exemption from the legislation be considered?

**Question 63:** Can you identify any particular cost impacts or benefits by only allowing the Minister responsible for the legislation to grant exemptions? Please provide details

## 12.6 Transitional provision relating to existing caravan parks and camping grounds

**Proposal 28:** No significant burden is imposed on existing facilities through the introduction of the new legislation.

**Proposal 29:** The new legislation will apply to all facilities but Ministerial exemption can be obtained for existing facilities.

**Question 64:** When should existing caravan parks and camping grounds be required to provide a management plan under the new legislation? Why?

**Question 65:** What impact will there be if existing caravan parks and camping grounds are required to prepare a management plan at the time of licence renewal?

**Question 66:** Is it reasonable for all existing licensed facilities to be exempted from any additional requirements in the new legislation? Why or why not? Which requirements?

**Question 67:** Can you identify any particular cost impacts or benefits on requiring an existing facility to provide a management plan under the new legislation? Please provide details.

## 12.7 Licensing of caravans

**Proposal 30:** That all caravans and campervans in holiday parks are licensed at all times.

**Question 68:** Do you agree that all caravans and campervans in holiday parks must be licensed at all times so they can be driven on the road when required? Why or why not?

**Question 69:** What are the impacts, including financial costs, if caravans and campervans in holiday parks are required to be licensed at all times?



## 12.8 Overflow facilities

**Proposal 31:** The new legislation prescribes minimum health and safety standards for overflow areas regardless of whether they are part of a holiday park or not.

**Proposal 32:** The determination of whether there is a tourist demand for the establishment of an overflow area and how this should operate is determined at a policy level.

**Question 70:** What are some of the issues with the planning, provision and management of overflow areas? Should these be dealt with in legislation or through policy? Why?

**Question 71:** What do you think the new definition of 'overflow areas' should be?

**Question 72:** What should the minimum health and safety standards be for overflow facilities?

**Question 73:** Should the new legislation prescribe health and safety standards for all overflow areas regardless of whether they are in a community building (such as schools hall or sports hall) or part of a holiday park?

**Question 74:** Can you identify any particular cost impacts or benefits by prescribing minimum standards for overflow facilities in the new legislation? Please provide details

## 12.9 Stopping on the road

**Proposal 33:** Road side rest areas are dealt with under existing road and parking legislation rather than the new holiday park legislation.

**Proposal 34:** Parking/stopping is still allowed at road side rest areas for fatigue management for up to 24 hours.

**Question 75:** If the regulation of parking at road side rest areas and road reserve comes solely under parking related legislation, what are the impacts on users, enforcement agencies and Main Roads WA?

<p><b>Question 76:</b> Should there be a requirement for users of road side rest areas and road reserves to stay in a vehicle if they are parking there overnight for up to 24 hours? Please explain. How are motorcyclists and cyclists to be catered for?</p>
<p><b>Question 77:</b> What are the health and safety risks involved with using road side rest areas and road reserves and how can they be resolved?</p>
<p><b>Question 78:</b> Can you identify any particular cost impacts or benefits by dealing with road side rest areas outside the new legislation? Please provide details (Note: the use of road side rest areas for the purpose of fatigue management will remain)</p>

**Thank you for participating in this consultation process.** Your comments are important to us and will be considered for the development of the new caravan parks and camping grounds legislation. For enquiries email: [caravan@dlgc.wa.gov.au](mailto:caravan@dlgc.wa.gov.au) or telephone: (08) 6551 8700 or Freecall (country only): 1800 620 511.



## **SHIRE OF ASHBURTON**

### **OCEAN VIEW CARAVAN PARK COMMITTEE MEETING**

#### **MINUTES**

**Onslow Multi-Purpose Centre, Cnr McGrath  
Rd and Hooley Ave, Onslow**

**21 May 2014  
Commencing at 8:00 am**

**SHIRE OF ASHBURTON**  
**OCEAN VIEW CARAVAN PARK COMMITTEE MEETING**

Dear Councillor

Notice is hereby given that an Ocean View Caravan Park Committee Meeting of the Shire of Ashburton will be held on Wednesday 21 May 2014 at the Multi-Purpose Centre, Cnr McGrath Road and Hooley Avenue, Onslow commencing at 8.00 pm.

The business to be transacted is shown in the Agenda.

Neil Hartley  
**CHIEF EXECUTIVE OFFICER**

**DISCLAIMER**

*The recommendations contained in the Agenda are subject to confirmation by Council. The Shire of Ashburton warns that anyone who has any application lodged with Council must obtain and should only rely on written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by the Council in respect of the application. No responsibility whatsoever is implied or accepted by the Shire of Ashburton for any act, omission or statement or intimation occurring during a Council meeting.*

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## **1. DECLARATION OF OPENING**

The Chairperson declared the meeting open at 8.10 am.

## **2. ATTENDANCE**

### **2.1 PRESENT**

Cr K White	Shire President, Onslow Ward
Cr C Fernandez	Tom Price Ward
Cr A Eyre	Ashburton Ward
Cr L Thomas	Tableland Ward

Mr Neil Hartley	Chief Executive Officer
Ms M Ferialdi	General Manager
Ms J Smith	Executive Officer CEO

### **2.2 APOLOGIES**

There were no apologies.

### **2.2 APPROVED LEAVE OF ABSENCE**

There were no approved Leave of Absences.

## **3. ANNOUNCEMENT OF VISITORS**

There were no visitors in attendance.

## **4. DECLARATION BY MEMBERS**

That Councillors gave due consideration to all matters contained in the Agenda presently before the meeting.

## **5. CONFIRMATION OF MINUTES OF PREVIOUS MEETING**

### **Committee Decision**

**MOVED:** Cr C Fernandez

**SECONDED:** Cr L Thomas

**That the Minutes of the Ocean View Caravan Park held on 15 April 2014 be accepted as true and correct.**

**CARRIED 4/0**

## **6. REFERENCE**

### **6.1 TERMS OF REFERENCE**

The Committee is to oversee and workshop the master plans and report back to Council with recommendations including and considering:

- Applying for funding from Royalties for Regions Infrastructure Fund for the upgrades to power, water and sewage and to liaise with Tourism WA to apply for grants for ablution blocks; and
- Allocating the \$200k in the budget on the purchase of a manager's house.

Meeting cycle: Monthly or as required.

### **6.2 RECEIPT OF REFERENCE DOCUMENTS**

- a) Ocean View Caravan Park Draft Master Plan (Brighthouse, February 2013)
- b) Business Case Study Ocean View Caravan Park (Brighthouse, April 2013)
- c) Agenda Item 16.2 (Minute 11775) – Ordinary Meeting of Council 19 March 2014
- d) Caravan Parks and Camping Grounds Regulations 1197 – Schedule 7

### **6.3 STATUTORY ENVIRONMENT**

- Residential Parks (Long-Stay Tenants) Act 2006
- Caravan Parks and Camping Grounds Act 1995
- Caravan Parks and Camping Grounds Regulations 1997
  - Schedule 7 – Caravan parks and camping grounds
- Local Government Act 1995
  - S3.58, Disposing of property
  - S3.59, Commercial enterprises by local governments
- Health Act 1911
- Fair Trading Act 2010 (regarding bonds)
- Occupational Safety and Health Act 1984



## **7. AGENDA ITEMS**

### **7.1 REVIEW OF OCEAN VIEW CARAVAN PARK DRAFT MASTER PLAN PREPARED BY BRIGHTHOUSE CONSULTANTS (February 2013)**

The Committee's core role is to oversee and workshop the master plans and report back to Council with its recommendations. The attached Brighthouse Plan outlines a proposed future direction for the Ocean View Caravan Park. Also attached is a Business Case.

At the Ocean View Caravan Park Committee held on 15 April 2014 the Committee resolved that this agenda item be noted and to be reconsidered at the next Committee Meeting once Committee Members have had a greater opportunity to study the reference documents and conduct a site visit.

### **7.2 REVIEW OF CARAVAN PARKS AND CAMPING GROUNDS REGULATIONS 1197: SCHEDULE 7 – CARAVAN PARKS AND CAMPING GROUNDS**

A general understanding of the relevant legislation will be helpful to the Committee's considerations. The attached legislation is particularly applicable to caravan parks, however there is also other associated legislation, like the Town Planning Scheme, Health Act, Building Act, etc that will also be pertinent during the course of the upgrade.

At the Ocean View Caravan Park Committee held on 15 April 2014 the Committee resolved that this agenda item be noted and to be reconsidered at the next Committee Meeting once Committee Members have had a greater opportunity to study the reference documents and conduct a site visit.

### **7.3 DISCUSS PROPOSED STAGING AND EXTENT OF CARAVAN PARK DEVELOPMENT**

The Brighthouse Plan outlines the potential for staging to occur. The availability of funding may require the need for any upgrading to be staged, but also worthy of consideration is the cost/benefit outcomes which might promote an upgrade occurring as one continuous project (for example, improving the power supply will solve the power problems presently existing, but may not allow for increased patronage if there are other restrictors, like inadequate water supply or there are waste water disposal restrictions).

At the Ocean View Caravan Park Committee held on 15 April 2014 the Committee resolved that this agenda item be noted and to be reconsidered at the next Committee Meeting once Committee Members have had a greater opportunity to study the reference documents and conduct a site visit.

### **7.4 REVIEW INFORMATION REGARDING THE CARAVAN AND CAMPING ACTION PLAN PROVIDED BY TOURISM WA**

The Tourism WA Action Plan is provided for the Committee's information as it highlights the State's priorities in regard to inter alia, caravan parks in the Pilbara.

One of the Committee's specific terms of reference is to recommend to Council on the matter of external funding opportunities. Also attached is clarification on the subject of funding availability to the Shire for the Ocean View Caravan Park upgrade. Unfortunately, the availability of funding information has been unclear from past discussions between the Shire and Tourism WA and this latest email specifically highlights the applicable inclusions/exclusions.

At the Ocean View Caravan Park Committee held on 15 April 2014 the Committee resolved that this agenda item be noted and to be reconsidered at the next Committee Meeting once Committee Members have had a greater opportunity to study the reference documents and conduct a site visit.

**7.5 OPPORTUNITY FOR FURTHER SUPPORT FROM CONSULTANTS: A) BRIGHTHOUSE CONSULTANTS, B) HESTER PROPERTY SOLUTIONS, C) TOURISM WA**

The Committee after consideration of the issues, may wish to request the provision of advice from specialist consultants and/or government agencies.

At the Ocean View Caravan Park Committee held on 15 April 2014 the Committee resolved that this agenda item be noted and to be reconsidered at the next Committee Meeting once Committee Members have had a greater opportunity to study the reference documents and conduct a site visit.

**7.6 ALLOCATION OF \$200,000 IN 2013/14 BUDGET TOWARD PURCHASE OF A MANAGER'S HOUSE**

The Council has allocated within its current budget, \$200,000 for a Caravan Park Manager's residence. One of the Committee's specific terms of reference is to recommend to Council on the question of allocating the \$200k in the budget on the purchase of a manager's house.

At the Ocean View Caravan Park held on 15 April 2014 the Committee resolved that officers were to provide examples of designs of a manager's residence within the \$200k budget allocation.

Copies of some transportable residential plans will be presented at the Committee Meeting, along with estimated construction costs, transport, connections and other building fees to complete the residence.

A major barrier to address is the power supply, which is already inadequate for the park's users. The improvement of this service will be necessary prior to the house being positioned, but the option of utilising the independent lot (Lot 312) owned freehold by the Shire could be used, which is serviced directly from the supply grid (water, power, etc).

**7.7 INVESTIGATE OWNERSHIP OF THE THIRD PARTY LOT WITHIN THE EXISTING CARAVAN PARK**

At the Ocean View Caravan Park held on 15 April 2014 the Committee resolved that officers investigate the ownership of the third party lot within the existing Caravan Park with the view to presenting to the Committee options on addressing this land inconsistency.

Attached is a map showing that the caravan park lot (from the Landgate website) and also Tenure History showing the various boundary changes to the Reserve. The plan shows that there is no 'third party' title within the caravan park proper. There is though, a landlocked individual lot (Lot 380) distant from the caravan park owned by Rostleigh Holdings. The Company was de-registered on 18th of December 2005 after going into receivership in 2002.

It does not appear therefore, that there is any need for any land title corrections, but we will seek a formal title search to make absolutely certain of this, following which it is hoped that this issue can be concluded.

Whilst the Landgate plan also indicates that there appears to be some minor building transgressions around the caravan park lot boundary, these can easily be corrected as part of any redevelopment of the park.

## **ATTACHMENT 7.7**

### **7.8 RECOMMENDATIONS TO COUNCIL**

The timing of the Committee meetings is anticipated to generally be the day preceding the monthly Council meeting. In order to expedite Council consideration of the Committee's recommendations (the Committee has no delegated authority) it is suggested the Committee recommendations for each of the above headings be accumulated under one heading, in order that this portion of the Committee Minutes can be quickly prepared and presented to the following day's Council meeting (noting that the formal minutes will be presented to Council in the next month's Council agenda).

#### **Committee Decision**

**MOVED: Cr C Fernandez**

**SECONDED:**

**Cr L Thomas**

#### **Agenda Items:**

#### **7.1 REVIEW OF OCEAN VIEW CARAVAN PARK DRAFT MASTER PLAN PREPARED BY BRIGHTHOUSE CONSULTANTS (February 2013)**

Taking into account the contributions from current caravan park residents and others, the Committee agrees that the future development of the caravan park should reflect the design and philosophy of the existing facility.

#### **7.2 REVIEW OF CARAVAN PARKS AND CAMPING GROUNDS REGULATIONS 1197: SCHEDULE 7 – CARAVAN PARKS AND CAMPING GROUNDS**

The regulatory environment of caravan parks be noted.

#### **7.3 DISCUSS PROPOSED STAGING AND EXTENT OF CARAVAN PARK DEVELOPMENT**

That the upgrading and redevelopment of the caravan park be designed so it can be undertaken in stages, thus minimising the impacts upon residents, and providing an affordable annual program for the Shire of Ashburton to follow.

#### **7.4 REVIEW INFORMATION REGARDING THE CARAVAN AND CAMPING ACTION PLAN PROVIDED BY TOURISM WA**

- a) The Hon Brendon Grylls MLA be asked to pursue a change to current Tourism WA funding limitations for caravan park upgrades, to allow local government managed caravan parks, like the Ocean View Caravan Park in Onslow, to access recently announced funding opportunities.
- b) That any grant opportunities that become available, be pursued, to minimise the Shire's redevelopment cost commitment.

**7.5 OPPORTUNITY FOR FURTHER SUPPORT FROM CONSULTANTS: A) BRIGHTHOUSE CONSULTANTS, B) HESTER PROPERTY SOLUTIONS, C) TOURISM WA**

- a) The Shire's contract project managers be requested to meet with the Committee, to enable and overall design to be progressed and the redevelopment implementation planning to commence.
- b) The President and CEO endeavour to meet with the project managers prior to the next Committee meeting, in an effort to brief the consultants on the proposals of the Shire.

**7.6 ALLOCATION OF \$200,000 IN 2013/14 BUDGET TOWARD PURCHASE OF A MANAGER'S HOUSE**

- a) That caravan park funding allocated within the 2013/14 budget be carried over to the 2014/15 financial year budget.
- b) That the 2014/15 annual budget, and future budgets as required, incorporate suitable sums to enable the caravan park's upgrade redevelopment to occur in a staged process.

**7.7 INVESTIGATE OWNERSHIP OF THE THIRD PARTY LOT WITHIN THE EXISTING CARAVAN PARK**

- a) Notes that the land ownership issues do not appear to be an impediment to the redevelopment proposal, but that as a matter of prudence, a formal title search be undertaken as part of the planning process.
- b) For heritage, the "blockhouse building" be suitably retained in the overall redevelopment.

**CARRIED 4/0**

**8. NEXT MEETING**

The next Ocean View Caravan Park Committee will be held on 18 June 2014 in Paraburdoo 9 am.

**9. CLOSURE OF MEETING**

The Chairperson closed the meeting at 9.22 am.

6<sup>th</sup> March 2014

Shire of Ashburton  
PO Box 567  
Tom Price WA 6751

**RE: Licence Agreement Renewal – Tom Price Golf Course**

Dear Mr Hartley,

The Mountain View Sporting club would like to confirm its interest in renewing the Licence Agreement for the use of the Tom Price Golf Course. The Licence agreement is due to end on the 30<sup>th</sup> June 2014. If possible we would like for our proposal to be reviewed and response received before this date.

The Tom Price Golf Course is maintained by the Mountain View Golf Club which is a non-profit organisation and is reliant on donations and sponsorships to keep it viable.

With the income from the donations and sponsorships, the Mountain View Golf Club maintains the golf course and also organises a number of competitions where people from around the state turn up to play.

Over the past 10 years, the Mountain View Golf Club has put a large amount of money back into the course, by purchasing machinery and materials to look after the fairways, tee boxes and the sand greens.

The Mountain View Golf Club also utilised a grant from Royalties from Regions to help purchase and build two large sheds for a buggy room and machinery shed.

We are interested in extending the Licence Agreement from 10 years to 99 years if possible and would be happy to meet with you to discuss.

We look forward to hearing from you and if you have any queries please don't hesitate in contacting me.

Kind regards,

Rikki Sturzaker

President

Mountain View Sporting Club

---

## This Community Lease

is made on the 20<sup>th</sup> day of July 2014 between the following parties:

1. **Shire of Ashburton**  
a body corporate pursuant to the Local Government Act 1995  
of PO Box 665, Tom Price, Western Australia  
(Lessor)
2. **Mountain View Sporting Club**  
of PO Box 320, Tom Price WA 6751  
(Lessee)

The Parties agree:

---

### 1 Definitions

Unless otherwise required by the context or subject matter:

**Address** means the address specified in Item 8 of the Schedule or any other address which the Lessor by notice to the Lessee nominates;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia;

**Costs and Expenses** means the costs and expenses mentioned in clause 9;

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

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

**Encumbrance** means a mortgage, charge, bill of sale, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in that caveat affecting the Land or the Premises;

**Event of Default** means an event specified in clause 33.2;

**Facility** means a lavatory, sink, drain or other sewerage or plumbing facility, and a gas or electrical fitting or appliance in or on the Premises;

**Further Term** means each further term specified in Item 5 of the Schedule;

**Holding Over** means holding over by the Lessee under clause 36;

**Insured Risk** means an event against which the Lessor insures including, but not limited to, fire, explosion, earthquake, aircraft, riot, civil commotion, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions;

**Interest** means interest at the rate specified in Item 10 of the Schedule;

**Land** means the land described in Item 2 of the Schedule;

**Legal Fees** means all amounts which are payable or have been paid by the Lessor to the Lessor's solicitor calculated on whichever of the following bases costs are determined as between the Lessor and the Lessor's solicitor:

- (a) as stated in a written agreement between the Lessor and the Lessor's solicitor; or
- (b) the maximum permitted scale for the work involved;

**Lessee's Covenants** means the covenants, agreements and obligations contained or implied in this Document or imposed by law to be observed and performed by the Lessee;

**Lessee's Fixture** means each structure, building or fixture installed in or on the Premises by the Lessee or a previous occupier of the Premises or any part of the Premises;

**Lessee's Rights** means all rights in favour of the Lessee contained or implied in this Document;

**Lessor's Covenants** means the covenants, agreements and obligations contained or implied in this Document or imposed by law to be observed and performed by the Lessor;

**Lessor's Fixtures** includes:

- (a) floor or window coverings;

- (b) partitioning;
- (c) light fittings; and
- (d) any other fixture or fitting;

installed by the Lessor in the Premises and any replacement of any item mentioned in this definition;

**Lessor's Rights** means all rights in favour of the Lessor contained or implied in this Document or granted by law;

**Losses** includes claims, demands, losses, damages, Costs and Expenses;

**Managing Agent** means the firm specified in Item 9 of the Schedule or any person, firm or corporation as the Lessor by notice to the Lessee nominates;

**Money Payable** means the Rent and any other money payable by the Lessee under this Document;

**Outgoings** means the outgoings payable by the Lessee under clause 8;

**Painting and Decorating Intervals** means the intervals specified in Item 11 of the Schedule;

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

**Permitted Person** means:

- (a) an agent, employee, licensee, or invitee of the Lessee; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

**Permitted Use** means the use specified in Item 13 of the Schedule;

**Plant and Equipment** means any plant and equipment in or on the Premises including, but not limited to, plant and equipment for or in connection with any:

- (a) Service; or
- 1. heating, cooling, lighting, power or plumbing;

**Premises** means the Land and all structures and improvements on the Land as specified in Item 1 of the Schedule;

**Public Liability Insurance Amount** means the amount specified in Item 12 of the Schedule;

**Rent** means the rent specified in Item 6 of the Schedule as varied from time to time under this Document;

**Schedule** means the schedule to this Document;

**Service** means electricity, gas, oil, fuel, water or other like service;

**Special Conditions** means each special condition specified in Item 15 of the Schedule;

**Term** means the term specified in Item 3 of the Schedule and any Further Term;

**Termination** means the expiry or earlier determination of the Term or any period of Holding Over; and

**Unfit for Occupation** means that the Premises or any part of the Premises are so destroyed or damaged as to:

- 1. render the Premises substantially unfit for occupation and use; or
- 1. interfere substantially with the Lessee's Rights.

---

## 2 Grant of lease

The Lessor:

- (a) LEASES the Premises; and
- (b) GRANTS the Lessee's Rights;

to the Lessee subject to all Encumbrances for the term specified in Item 3 of the Schedule and subject to:

- (c) the payment of the Money Payable; and
- (d) the observance and performance of the Lessee's Covenants;



but RESERVING to the Lessor the Lessor's Rights.

---

### **3 Quiet enjoyment**

Except as provided in this Lease and subject to the observance and performance of the Lessee's Covenants, the Lessee may quietly hold the Premises and enjoy the Lessee's Rights during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor.

---

### **4 Easements**

#### **4.1 Purposes for which Lessor may act**

The Lessor may for the purpose of providing:

- (a) a public or private entrance to or exit from;
- (b) a support for a structure erected on;
- (c) the supply of a Service, a Facility, or telephone or electronic communication to; or
- (d) any other right, privilege or facility for;

the Premises, the Land or any other land, do any of the things specified in clause 4.2.

#### **4.2 Rights of Lessor in respect of easements**

The Lessor may for the purposes detailed in clause 4.1 and subject to clause 4.3;

- (a) grant rights of support to or enter into any arrangement or agreement with:
  - (1) any owner, lessee, tenant, occupier, or other person, interested in land adjacent to or near to the Premises; or
  - (2) any public authority;
- (b) dedicate or transfer any part of the Land; or
- (c) grant or create any easement or privilege in favour of any person or public authority over or affecting the Premises, the Land or the Premises.

#### **4.3 Easements may not substantially derogate from Lessee's Rights**

The Lessor may not without the Lessee's consent, which consent may not be unreasonably withheld, dedicate, transfer, grant or create any easement, right or privilege which substantially and permanently derogates from the Lessee's Rights.

---

### **5 Rent**

The Lessee must pay to the Lessor the Rent without deduction or set off including but not limited to equitable setoff at the times and in the manner specified in Item 6 of the Schedule during the Term except that the first and last payments will be apportioned on a daily basis if they are for periods of less than a month.



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## 6 Rent review

### 6.1 Definitions

In this clause:

**Consumer Price Index** means the index published by the Australian Bureau of Statistics as the Consumer Price Index for Perth for all groups or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician;

**Current CPI** means for a Rent Review Date:

- (a) the Consumer Price Index number last published prior to that Rent Review Date; or
- (b) if the Lessor appoints an actuary to determine an index under clause 6.2, the number certified by that actuary;

**Previous CPI** means for a Rent Review Date:

- 1. the Consumer Price Index number last published before:
  - 1. the immediately preceding Rent Review Date; or
  - 2. if there is no preceding Rent Review Date, the date of commencement of the Term; or
- 2. if an actuary is appointed by the Lessor under clause 6.2, the number certified by that actuary;

**Rent Notice** means a notice given by the Lessor to the Lessee under clause 6.3; and

**Rent Review Date** means each date specified in Item 7 of the Schedule.

### 6.2 Determination of Current or Previous CPI

If:

- (a) in determining the Current CPI:
  - (1) the Consumer Price Index number is not published; or
  - (2) in the opinion of the Lessor there is a material change in the basis of assessment of the Consumer Price Index; or
- (b) in determining the Previous CPI, no Consumer Price Index number was published within a period of FOUR (4) months prior to:
  - (1) the immediately preceding Rent Review Date; or
  - (2) if there is no preceding Rent Review Date, the date of commencement of the Term;

the Lessor may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (c) for the Current CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at that Rent Review Date; or
- (d) for the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth Metropolitan area at:
  - (1) the immediately preceding Rent Review Date; or
  - (2) if there is no preceding Rent Review Date, the date of commencement of the Term;

and

- (e) the actuary's certificate will be:
  - (1) final and binding on the Lessor and the Lessee; and
  - (2) used to determine the Current CPI or the Previous CPI as appropriate; and
- (f) the Lessor and the Lessee must pay the actuary's costs and expenses in equal shares.

### **6.3 Rent Review**

The Rent from each Rent Review Date will be the greater of:

- (a) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12); or
- (b) the Rent payable for the month immediately preceding that Rent Review Date multiplied by TWELVE (12) and multiplied by Current CPI and divided by Previous CPI, rounded up to the nearest \$10.

### **6.4 Rent review notice**

At any time not earlier than THREE (3) months prior to or at any time after a Rent Review Date the Lessor may give notice to the Lessee of the Rent from and including that Rent Review Date.

### **6.5 Nominated Rent Payable from Rent Review Date**

The Lessee must pay the Rent stated in the Rent Notice from the relevant Rent Review Date but if the Lessor gave the Rent Notice later than SIX (6) months after the relevant Rent Review Date, the amount stated in the Rent Notice will be payable from the date that the Lessor gave the Rent Notice.

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## **7 Not to cause rent reduction**

The Lessee must not by any act or omission:

- (a) cause, directly or indirectly the Rent to be reduced; or
- (b) impose on the Lessor any liability of the Lessee under this Document except:
  - (1) if obliged to do so by any statute from time to time in force; or
  - (2) with the consent of the Lessor.

---

## **8 Outgoings**

The Lessee must pay promptly all outgoings assessed, charged or incurred in respect of the Premises including, but not limited to:

- (a) water, drainage and sewerage charges including, but not limited to, meter rents, charges for the disposal of stormwater and water consumption charges; and
- (b) electricity, gas and other power and light charges and expenses including, but not limited to:

- (1) charges and assessments for use under assessments or meter readings;
  - (2) meter rents; and
  - (3) the cost of installation of any meter, wiring or other apparatus necessitated by the use of electricity, gas and other power;
- (c) insurance premiums incurred by the Lessor for insuring the Premises and any Plant or Equipment against fire, explosion, earthquake, flood, lightening, storm, tempest, act of God, fusion, smoke rainwater, water leakage, impact by vehicles, machinery breakdown, malicious acts or omissions, public liability, loss of rent and such other risks as a prudent lessor would or should normally insure against.

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## **9 Costs and expenses**

### **9.1 Payment of costs**

The Lessee must indemnify the Lessor for, and on demand must pay to the Lessor all payments including but not limited to, Legal Fees, which the Lessor pays or is liable to pay in connection with or incidental to:

- (a) the instructions for negotiation, preparation, execution, stamping, and any necessary registration, of this Document;
- (b) any breach of the Lessee's Obligations; and
- (c) each action, suit or proceeding arising out of, concerned with, or incidental to this Document, except to the extent that in that action suit or proceeding, costs are awarded against the Lessor.

### **9.2 Payment of duty and fees**

The Lessee must pay, or if demand is made by the Lessor, must pay to the Lessor:

- (a) all registration fees in connection with this Document; and
- (b) all stamp duty, fines and penalties payable under the Stamp Act 1921 not caused by any act or omission of the Lessor, on this Document.

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## **10 Interest on overdue money**

Without affecting the rights, powers and remedies of the Lessor under this Document, the Lessee must pay to the Lessor on demand Interest on any Money Payable which is unpaid for SEVEN (7) days computed from the due date for payment until payment.

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## **11 Goods and Services Tax**

### **11.1 Definitions**

Unless the contrary intention appears, in this clause:

**GST** means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and the amount of Outgoings or other Money Payable to the Lessor for goods or services or property.

**Supply** means a good or service or property supplied under this Document, including but not limited to the Premises, Services and other goods or services or property the cost of which comprises part of the Outgoings.

### **11.2 Lessee must pay GST**

The Lessee must pay to the Lessor the amount of any GST the Lessor pays or is liable to pay on a Supply.

### **11.3 Lessee must pay GST at same time**

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay:

- (a) at the same time; and
- (b) in the same manner

as the Lessee is obliged to pay for that Supply, including in relation to Rent and Outgoings at the time the Lessee is obliged to pay those amounts.

### **11.4 Prices do not include GST**

The price for each Supply, including Rent, fixed or determined under this Document does not include GST on that Supply and the Lessee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Document.

### **11.5 Apportionment of GST**

Where a Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST in relation to that Supply is determined on the same basis as the Lessee's proportion of the cost for that supply is determined.

### **11.6 Statement of GST paid is conclusive**

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

---

## **12 Lessor to maintain structure**

Subject to the Lessee performing and observing the Lessee's Covenants, and subject to clause 32, the Lessor must maintain in a safe condition the structure of those buildings and structures forming part of the Premises are the property of the Lessor.

---

## **13 Lessee to maintain premises**

### **13.1 General**

The Lessee must maintain the Premises and each Lessor's Fixture and the Plant and Equipment in the Premises in good order and condition except for:

- (a) fair wear and tear;
- (b) structural damage not caused by an act or omission of the Lessee or a Permitted Person;
- (c) maintenance which the Lessor has given written notice to the Lessee that the Lessor will undertake; and
- (d) damage caused by an event which is the subject of an Insured Risk to the extent that the Lessor receives payment or other consideration pursuant to

that insurance or would have received that payment or other consideration but for an act or default of the Lessor or the Lessor's employees agents or contractors that negates or reduces that payment or other consideration.

### **13.2 Carpets**

The Lessee must:

- (a) maintain the carpet in the Premises in good and clean condition;
- (b) make good all damage to the carpet, fair wear and tear excepted;
- (c) replace any area of carpet which is unduly worn having regard to the rest of the carpet in the Premises; and
- (d) on Termination, have the carpet professionally steam or dry cleaned.

### **13.3 Repair or replace if necessary**

The Lessee must promptly:

- (a) replace all electric globes and fluorescent tubes in the Premises which fail for any reason;
- (b) replace all broken or damaged glass in the doors, walls or windows of or to the Premises irrespective of the cause of breakage or damage unless broken or damaged by the Lessor, its employees, agents or contractors; and
- (c) where the Lessee cannot maintain by repair a part of the Premises, a Lessor's Fixture or Plant and Equipment in the Premises, replace that item with an item of similar quality, colour and design to the satisfaction of the Lessor.

### **13.4 Paint and decorate**

At the intervals specified in Item 12 of the Schedule and during the last 3 months of the Term, the Lessee must:

- (a) paint with 2 coats at least those parts of the Premises usually painted;
- (b) paper all parts usually papered; and
- (c) re-decorate in any other fashion all parts of the Premises usually so decorated;

in a proper manner, using suitable, good quality materials of a colour and quality first approved by the Lessor in writing.

### **13.5 Free from rubbish**

The Lessee must keep:

- (a) the Premises free from dirt and rubbish; and
- (b) all rubbish in suitable receptacles.

### **13.6 Pest control**

The Lessee must take reasonable precautions to keep the Premises free of animals, birds and insects, and if required by the Lessor, at the cost of the Lessee employ from time to time pest exterminators approved by the Lessor.

### **13.7 Facilities**

The Lessee must keep the Facilities within the Premises unobstructed.

### **13.8 Service of air-conditioning plant**

The Lessee must enter into a contract with a reputable air-conditioning service company for the maintenance and regular servicing of the air-conditioning plant and equipment.

### **13.9 Maintain Land**

The Lessee must maintain the Land in a tidy and good condition including, but not limited to providing proper care for any grass, trees or plants on the Land.

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## **14 Alterations**

### **14.1 Restriction on alterations**

The Lessee must not:

- (a) make any alteration or addition to or demolish any part of the Premises;
- (b) remove, alter or add to any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Premises;

without the prior consent of the Lessor and subject to:

- (c) the requirements of any statute in force from time to time, the insurer of any of the Insured Risks and the Insurance Council of Australia; and
- (d) any condition imposed by the Lessor.

### **14.2 Consent to alterations**

In giving consent to any alteration, the Lessor may impose any condition, including, but not limited to, a condition that:

- (a) the work be carried out:
  - (1) in accordance with drawings or specifications approved by the Lessor; or
  - (2) under the supervision of the Lessor's architect or other consultant;
- (b) the Lessee pays the costs and fees of the Lessor in supervising or inspecting the work; and
- (c) the Lessor requires the Lessee to carry out other work to or in the Premises as a consequence of the alteration, addition, demolition or installation requested by the Lessee;

but in regard to the installation, alteration or addition of partitioning within the Premises, the consent of the Lessor may not be unreasonably withheld.

### **14.3 Other work necessitated by alteration**

If any other work is:

- (a) required by the Lessor as a condition of giving consent as mentioned in clause 14.1; or
- (b) necessary to comply with a statute for the time being in force or the requirement of an insurer of the Insured Risks or the Insurance Council of Australia;

the Lessee must at the option of the Lessor either:

- (c) carry out that other work; or
- (d) permit the Lessor to carry out that other work;

at the cost of the Lessee in accordance with any requirement imposed by the Lessor in respect of that other work.

#### **14.4 Asbestos and other harmful substances**

The Lessee must:

- (a) not install in the Premises:
  - (1) asbestos; or
  - (2) any other material having the potential to harm the health or safety of persons in the Premises; and
- (b) at the Lessee's cost remove from the Premises and make good any damage caused by the removal of:
  - (1) asbestos; or
  - (2) any other material having the potential to harm the health or safety of persons in the Premises.

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### **15 Use of the premises**

#### **15.1 Purpose**

The Lessee must not use any part of the Premises for any purpose other than the Permitted Use.

#### **15.2 No warranty as to use**

The Lessor gives no warranty as to the use to which the Premises may be put.

#### **15.3 Premises subject to restrictions**

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

#### **15.4 Consent of authority needed**

If the business carried on by the Lessee at the Premises is permissible only with consent, license or authority under any statute, the Lessee must obtain that consent, license or authority and comply with that statute.

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### **16 Floor overloading**

The Lessee must not do any act or thing which might result in overloading any part of the floor of the Premises.

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### **17 Chemicals and inflammable substances**

The Lessee must not, except for reasonable quantities for normal applications in connection with the cleaning of the Premises or any equipment in the Premises, use or store any chemical or inflammable substance within the Premises.

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## **18 Miscellaneous restrictions on use**

### **18.1 Infectious diseases**

If any notifiable infectious disease occurs in the Premises, the Lessee must:

- (a) notify each proper public authority; and
- (b) comply with each requirement of each proper public authority.

### **18.2 Advertisements or notices**

The Lessee must not display from or affix to the Premises any advertisement or notice visible from outside the Premises without the prior consent of the Lessor which the Lessor may not unreasonably withhold in the case of a notice:

- (a) stating the name and business of the Lessee; and
- (b) affixed in a place immediately adjacent to the Premises.

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## **19 Entry by lessor**

The Lessee must permit entry to the Premises by the Lessor:

### **19.1 General**

- (a) at all reasonable times on the Lessor giving to the Lessee reasonable notice; or
- (b) on demand in the case of emergency;

with or without:

- (c) workmen and others; and
- (d) plant, equipment and materials:

for the purposes mentioned in this clause;

### **19.2 Inspect state of repair**

to inspect the state of repair of the Premises and to ensure compliance with the Lessee's Covenants;

### **19.3 Comply with authorities**

to comply with any requirement, notification or order of an authority having jurisdiction or authority over or in respect of the Premises for which the Lessor is liable under this Document;

### **19.4 Maintenance, modifications or extensions**

to carry out maintenance, repair, renovation, replacement, modifications, installations or extensions to the Premises, the Plant and Equipment, or any other equipment, cables, pipes or wires within the Premises, on condition that the Lessor uses its reasonable endeavours not to cause any undue inconvenience to the Lessee;

### **19.5 Plant and Equipment**

to maintain, service, install or remove any Plant and Equipment provided that the Lessor uses its reasonable endeavours not to cause any undue inconvenience or disruption to the Lessee;



## **19.6 Interested persons**

to view the Premises with:

- (a) persons having or seeking an interest in the Premises or any part of the Premises;
- (b) financiers;
- (c) insurers; and

other similarly interested persons; or

## **19.7 Affix notices**

to affix re-letting notices to the Premises during the last THREE (3) months of the Term.

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## **20 Unauthorised purpose**

The Lessee must not use any Facility, item of Plant and Equipment or Lessor's Fixture for a purpose other than that for which it was designed or for which it is designated by the Lessor.

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## **21 Plant and equipment**

The Lessee must:

- (a) comply with and observe the reasonable requirements of the Lessor relating to the Plant and Equipment; or
- (b) not do anything which might interfere with or impair the efficient operation of the Plant and Equipment.

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## **22 Electrical circuits**

### **22.1 Not overload**

The Lessee must not install any electrical equipment on the Premises which might overload the cables, switchboards, or sub-boards, through which electricity is connected to the Premises without the prior consent of the Lessor and under any condition imposed by the Lessor.

### **22.2 Consent to install equipment**

If the Lessee wishes to install any electrical equipment on the Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Premises and:

- (a) the Lessor grants its consent; and
- (b) the Lessor considers that any alteration is necessary to comply with the requirements of the Lessor's insurance underwriters or with any statute in force from time to time;

then:

- (c) that alteration will be effected by the Lessor at the expense of the Lessee;
- (d) the Lessee must pay the entire cost of the alteration to the Lessor on demand by the Lessor; and
- (e) if required by the Lessor the Lessee must deposit with the Lessor the estimated cost of the alteration before commencement of any work.

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## **23 Insurance**

### **23.1 Public liability insurance**

The Lessee must effect and maintain with an insurance company approved by the Lessor in respect of the Premises adequate public liability insurance in the names of the Lessor and the Lessee for their respective rights and interests for the time being in an amount not less than the Public Liability Insurance Amount in respect of any one claim or any higher amount required by the Lessor from time to time.

### **23.2 Insurance of Lessee's Fixtures**

The Lessee must insure and keep insured to the full insurable value on a replacement or reinstatement basis the Lessee's Fixtures against such risks as the Lessor may reasonably require.

### **23.3 Workers' compensation insurance**

The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.

### **23.4 Glass**

The Lessee must effect and maintain with an insurance company a policy of insurance against all risks in respect of the glass in the doors, walls or windows of or to the Premises.

### **23.5 Supply details etc.**

The Lessee must in respect of the insurance mentioned in this clause:

- (a) supply to the Lessor details;
- (b) produce each policy or certificate of insurance and each receipts for premiums or certificates of currency issued by an Insurance Company or insurance broker approved by the Lessor when required to do so by the Lessor;
- (c) ensure that each insurance conforms to the reasonable requirements from time to time of the Lessor of which the Lessee is given notice;
- (d) ensure that each policy contains provisions for cross liability and waiver of subrogation rights in favour of the Lessor;
- (e) not alter the terms or conditions of any policy without the prior written approval of the Lessor; and
- (f) deliver promptly to the Lessor particulars of any alteration of the terms and conditions of each policy.

### **23.6 Not to invalidate insurance**

The Lessee must:

- (a) not do or omit to do any act or thing or bring or keep anything in the Premises:
  - (1) which might render the insurance on the Premises void or voidable; or
  - (2) which might cause the rate of premium to be increased; and

- (b) if the Lessor approves in writing any proposal of the Lessee to add to or increase any risk which is covered by insurance, pay all additional premiums resulting from the additional or increased risk.

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## **24 Lessee's indemnities**

### **24.1 Indemnities paramount**

The obligation of the Lessee to indemnify the Lessor:

- (a) under this Document; or
- (b) by law;

is unaffected by the obligation of the Lessee to effect insurance and the obligation of the Lessee to indemnify is paramount.

### **24.2 Indemnity in respect of Lessor's expenses**

To the extent permitted by law, the Lessee must on demand pay to the Lessor an amount equal to all money paid by the Lessor in respect of any liability of the Lessee under this Document.

### **24.3 Lessee responsible as if owner**

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

### **24.4 General indemnity**

Subject to clause 24.5, the Lessee INDEMNIFIES the Lessor against all Losses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained:

- (a) caused or contributed to by the use or occupancy of the Premises except to the extent caused or contributed to by the act or omission of the Lessor;
- (b) resulting from an act or omission of the Lessee or the Lessee's Permitted Person; or
- (c) resulting from a notice, claim or demand to pay, do or perform any act or thing to be paid, done or performed by the Lessee under this Document except to the extent that the Lessor is obliged under the provisions of this Document to pay for or contribute to that cost.

### **24.5 Limit of Lessee's obligations**

The Lessee's obligation under clause 24.4 is relieved to the extent that payment of insurance money under the Lessor's insurance policy in respect of that obligation is:

- (a) received by the Lessor; or
- (b) refused or reduced by reason of an act or default of the Lessor.

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## **25 Lessee's obligations at risk and expense of lessee**

Unless this Document otherwise provides, whenever the Lessee is obliged or required by this Document to do or omit to do any act or thing, the doing or the omission of that act or thing will be at the sole risk and expense of the Lessee.

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## **26 Limit of lessor's liability**

### **26.1 Lessor not liable for failure to perform and observe Lessor's Covenants**

The Lessor will not be liable for any failure to perform or observe the Lessor's Covenants due to any reason beyond the direct control of the Lessor.

### **26.2 Lessor not liable for loss, damage or injury**

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring unless caused by the negligence of the Lessor or its employees.

### **26.3 Lessor liable while registered proprietor**

Each Lessor is only liable for breaches of the Lessor's Covenants occurring while that person is the registered proprietor of the Land.

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## **27 Report to lessor**

The Lessee must report promptly to the Lessor or the Managing Agent in writing and in the case of emergency, verbally:

### **27.1 Damage to or defect in Premises**

any damage to or defect in the Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Premises of which the Lessee is or ought to be aware;

### **27.2 Broken glass**

any breakage of glass in a window or door in the Premises;

### **27.3 Malfunction of Plant and Equipment or Facility**

any malfunction of any Plant and Equipment or Facility either within the Premises or used by the Lessee; and

### **27.4 Circumstance likely to cause damage or danger**

any circumstance likely to:

- (a) be a danger; or
- (b) cause any damage or danger;

to the Premises or any person on or in the Premises of which the Lessee is aware.

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## **28 Caveats**

### **28.1 Not lodge absolute caveat**

The Lessee must not lodge an absolute caveat over the Land to protect the interest of the Lessee under this Document.

### **28.2 Withdraw caveat on Termination**

The Lessee must withdraw any caveat lodged by or on behalf of the Lessee over the Land on Termination.

### **28.3 Appointment of Lessor as attorney to withdraw any caveat**

In consideration of the Lessor granting the Lessee's Rights, the Lessee IRREVOCABLY APPOINTS the Lessor and every officer of the Lessor as defined by the Corporations Law, to be the attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee on Termination to sign and lodge at the Office of Titles Perth:

- (a) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (b) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (c) a surrender of the Lease granted by this Document;

and the Lessee:

- (d) undertakes to RATIFY all that the attorney does or causes to be done under or by virtue of this clause; and
- (e) INDEMNIFIES the Lessor in respect of:
  - (1) any loss arising from any act done under or by virtue of this clause; and
  - (2) the Lessor's costs and expenses of and incidental to:
    - (A) the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land; and
    - (B) registering this Document in order to exercise the power of attorney contained in this clause.

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## **29 Not impede exercise of lessor's rights**

The Lessee must not impede the exercise of the Lessor's Rights.

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## **30 Compliance with statutes**

Notwithstanding anything to the contrary contained or implied in this Document, the Lessee must comply promptly with all statutes from time to time in force relating to the Premises or the use of the Premises except for any imposing an obligation to carry out structural work which the Lessee is not required to carry out under this Document.

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## **31 Default by lessee**

### **31.1 Events of default**

- (a) An Event of Default occurs if:
- (b) any Rent or Outgoings is unpaid for SEVEN (7) days after becoming due whether or not demand for payment is made;
- (c) the Lessee is in breach of any of the Lessee's Covenants other than covenants to pay Rent or Outgoings for FOURTEEN (14) days after notice has been given to the Lessee;
- (d) the Lessee is a body corporate and:

- (1) an application is made, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Lessee to be wound up unless the winding up is for the purpose of reconstruction or amalgamation; or
  - (2) a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the appointment of an administrator of the affairs of the Lessee;
- (e) the Lessee admits in writing its inability to pay its debts;
- (f)
  - (1) a compromise or arrangement is made between the Lessee and its creditors; or
  - (2) an application is made to a Court for an order summoning a meeting of any class of creditors of the Lessee;
- (g) a controller, as defined by the Corporations Law, is appointed in respect of any property of the Lessee;
- (h) a mortgagee takes possession of any property of the Lessee;
- (i) any execution or similar process is made against the Premises or the property of the Lessee;
- (j) an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Lessee under the Corporations Law or any analogous process; or
- (k) the Lessee, being a natural person, commits an act of bankruptcy.

### **31.2 Lessor may retake possession**

After an Event of Default has occurred and without any notice or demand, the Lessor may at any time enter the Premises, and on re-entry the Term will immediately determine but without:

- (a) affecting any of the Lessor's Rights; or
- (b) releasing the Lessee or the Guarantor from liability in respect of the Lessee's Covenants.

### **31.3 Acceptance of Money Payable not to prejudice Lessor's Rights**

Demand by the Lessor for, or acceptance of, Money Payable after an Event of Default has occurred will not:

- (a) affect the exercise by the Lessor of the Lessor's Rights; or
- (b) operate as an election by the Lessor either to exercise or not to exercise the Lessor's Rights.

### **31.4 Lessor may remedy Lessee's default**

If the Lessee:

- (a) omits or neglects to pay any Money Payable; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants;

the Lessor may on each occasion without affecting any right, remedy or power arising from that default:

- (c)

- (1) pay that Money Payable;
  - (2) do or cease the doing of that thing; or
  - (3) both;
- as if it were the Lessee; and
- (d) enter and remain on the Premises for that purpose;
- and the Lessee must pay to the Lessor on demand the Lessor's cost of remedying each breach or default.

### **31.5 Exercise of Lessor's Rights**

- (a) If the Lessor exercises the Lessor's Rights, it is presumed that the Lessor is entitled to exercise the Lessor's Rights unless the Lessee proves otherwise.
- (b) The Lessor may exercise the Lessor's Rights:
  - (1) without notice being required other than as provided in this Document; and
  - (2) notwithstanding laches, neglect or previous waiver by the Lessor in respect of any breach of the Lessee's Covenants or the exercise of the Lessor's Rights.

### **31.6 Essential terms**

Each of the Lessee's Covenants which are specified in:

- (a) clauses 5 ('RENT'), 8 ('OUTGOINGS') and 11 (GOODS AND SERVICES TAX);
- (b) clauses 13.1 and 13.3 ('LESSEE TO MAINTAIN PREMISES' 'General' and 'Repair promptly');
- (c) clause 14 ('ALTERATIONS');
- (d) clause 15.1 ('USE OF PREMISES' 'Purpose');
- (e) clause 23 ('INSURANCE'); and
- (f) clause 37 ('ASSIGNING AND CHARGING');

are essential terms of this Document but this subclause does not mean or imply that there are no other essential terms in this Document.

### **31.7 Damages for breach of essential terms**

In addition to any other remedy or entitlement of the Lessor including the right to terminate the estate granted by this Document:

- (a) the Lessee must compensate the Lessor in respect of any breach of an essential term;
- (b) the Lessor is entitled to recover damages from the Lessee in respect of such breaches; and
- (c) the Lessee COVENANTS with the Lessor, which covenant will survive the Termination or any deemed surrender at law of the estate granted by this Document, that if the Term is determined:
  - (1) for breach of an essential term by the acceptance by the Lessor of a repudiation of this Document by the Lessee; or

- (2) following the failure by the Lessee to comply with a notice given to the Lessee to remedy any default;

the Lessee must pay to the Lessor on demand the total of:

- (3)
- (A) the Rent then payable under this Document; and
  - (B) the Lessor's reasonable estimate of the Outgoings which would have been payable by the Lessee;  
for the unexpired balance of the Term if the Term had expired by effluxion of time; and
- (4) Losses incurred or reasonably expected to be incurred by the Lessor as a result of that early determination including, but not limited to, all costs of reletting or attempting to relet the Premises;  
less the rent and other money which the Lessor reasonably expects to obtain by reletting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; but the Lessor:
- (5) must take reasonable steps to mitigate its Losses and endeavour to relet the Premises at a reasonable rent and on reasonable terms; and
  - (6) is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Document.

### **31.8 Certificate to be conclusive**

A certificate given to the Lessee by the Lessor of the amount of the Rent and Outgoings under clause 31.7(c) will be conclusive as between the Parties except in the case of manifest error.

### **31.9 Separate suits**

The Lessor may without prejudice to any other remedy, sue the Lessee for any Money Payable which may from time to time become due and owing by the Lessee to the Lessor and in particular, the Lessor may:

- (a) sue for any instalments of Rent outgoings as and when those instalments become due; and
- (b) by a separate suit or suits sue for any further sum or sums which may be found to be due or owing by the Lessee to the Lessor on the completion of the calculations made at the end of each Lease Year; and

neither the institution of any suit nor the entering of judgment in any suit will bar the Lessor from bringing a separate or subsequent suit or suits for the balance of any Money Payable.

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## **32 Destruction or damage to premises**

### **32.1 Major rebuilding required**

If the Premises or any part of the Premises is so destroyed or damaged as to require major rebuilding, the Lessor:

- (a) may within THREE (3) months of the destruction or damage terminate the Term with immediate effect by notice to the Lessee;
- (b) will not be obliged to rebuild the Premises or that part damaged; and



- (c) unless the Lessor has Terminated the Term, must within THREE (3) months of the destruction or damage give notice to the Lessee advising it:
  - (1) whether or not it intends to rebuild; and
  - (2) if it intends to rebuild, how long that rebuilding is estimated to take.

### **32.2 Abatement of Rent**

If:

- (a) the Premises are Unfit for Occupation; and
- (b) payment of insurance money in respect of the damage or destruction causing the Premises to be Unfit for Occupation is not at any time refused or withheld in whole or in part as a result of any act or omission of the Lessee;

the Rent or a fair and just proportion according to the nature and extent of the damage sustained will from the date of damage or destruction until the Premises are reinstated and are no longer Unfit for Occupation abate and cease to be payable.

### **32.3 Lessee may Terminate**

If the Premises are Unfit for Occupation and:

- (a) the Lessor has given the Lessee notice under clause 32.1 that it does not intend to rebuild; or
- (b) the Premises remain Unfit for Occupation for a period of at least THREE (3) months;

the Lessee may give the Lessor notice to terminate the Term with immediate effect but without affecting the rights of the Lessor in respect of any unpaid Money Payable or any antecedent breach by the Lessee of any of the Lessee's Covenants.

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## **33 Option to renew**

If:

- (a) the Lessee at least THREE (3) months but not earlier than SIX (6) months prior to the date for commencement of a Further Term gives the Lessor notice to grant the Further Term; and
- (b) there is no subsisting default by the Lessee at the date of service of the notice and at the date for commencement of that Further Term in:
  - (1) the payment of the Money Payable; or
  - (2) the performance or observance of the Lessee's Covenants;

the Lessor must grant to the Lessee that Further Term at the Rent and on the terms and conditions of this Document.

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## **34 Holding over**

If the Lessee remains in possession of the Premises after expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to:

- (a) the Rent for the period immediately preceding expiry of the Term; and

- (b) the Outgoings which would have been payable by the Lessee if a Further Term had been granted at expiry of the Term;

and otherwise on the same terms and conditions as this Document.

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## **35 Termination**

### **35.1 Restoration of the Premises on Termination**

Prior to Termination, the Lessee at the Lessee's cost must restore:

- (a) the Premises; and

- (b)

- (1) the Facilities; and

- (2) those parts of the Plant and Equipment;

affected by anything done by the Lessee or any previous occupier of the Premises or any part of the Premises;

to its original state having regard to the age of the Premises and the Lessee's Covenants.

### **35.2 Yield up and surrender keys**

On Termination the Lessee must:

- (a) peaceably surrender and yield up to the Lessor the Premises in a condition consistent with observance and performance of the Lessee's Covenants;
- (b) surrender to the Lessor all keys and security access devices providing access to or within the Premises held by the Lessee whether or not provided by the Lessor.

### **35.3 Removal of Lessee's Fixtures**

Prior to Termination, the Lessee must remove from the Premises and the Building all the Lessee's Fixtures and property of the Lessee and promptly make good to the satisfaction of the Lessor any damage caused by that removal.

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## **36 Lessee's fixtures not removed at termination**

### **36.1 Lessor may remove**

On re-entry the Lessor will have the right to remove any property of the Lessee left in or about the Premises.

### **36.2 Lessee to indemnify**

The Lessee INDEMNIFIES the Lessor against all damage caused by the removal of and the cost of storing that property.

### **36.3 Property may be sold**

All Lessee's Fixtures and property belonging to the Lessee not removed at Termination will, at the Lessor's option become the absolute property of the Lessor and may be disposed of by the Lessor as the Lessor thinks fit.

### **36.4 Lessee to pay damages**

In respect of any period until either:

- (a) the Lessor exercises an option under clause 36.3; or
- (b) the damage caused by the removal of the Lessee's Fixtures or property is made good;

whichever is the later, the Lessee must pay to the Lessor by way of damages an amount equal to the amount in respect of Rent and Variable Outgoings which would have been payable by the Lessee if the Lessee were Holding Over the Premises during that period.

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## **37 Assigning and charging**

### **37.1 No assignment without consent**

The Lessee must not assign, mortgage or charge the leasehold estate in the Premises nor sublet, part with possession, or dispose, of the Premises or any part of the Premises without the consent of the Lessor and, if required, the Minister for Lands and except under this clause.

### **37.2 Exclusion of the Property Law Act**

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

### **37.3 Changes in beneficial ownership of shares**

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the Corporations Law will be deemed to be an assignment of the leasehold estate created by this Document.

### **37.4 Directors or shareholders must guarantee**

If the assignee is a corporation the shares in which are not quoted on any stock exchange in Australia, it will be a term of the Lessor's consent to the deed of assignment that the directors or the substantial shareholders at the option of the Lessor of that corporation guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants including payment of all Money Payable.

### **37.5 Covenants of assignee supplementary**

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants.

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## **38 Redevelopment**

If:

- (a) the Lessor wishes to redevelop the Premises; and
- (b) such redevelopment is likely to involve the destruction of any part of the Premises or to interfere with access to or use of the Premises,

then:

- (c) the Lessor may terminate the Term by giving to the Lessee not less than SIX (6) months notice at any time;
- (d) on the expiration of such notice the Term will cease and determine without affecting the rights of the Lessor in respect of any antecedent breach by the Lessee of the Lessee's Covenants; and

- (e) the Lessee must on the expiration of such notice yield up the Premises to the Lessor in accordance with the covenants and conditions contained in clause 35 of this Document.

---

## **39 Consents**

Unless this Document otherwise expressly provides, the Lessor may withhold consent to any matter requiring consent without specifying any reason.

---

## **40 Act by agents**

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

---

## **41 Lessee liable for permitted persons**

The Lessee is liable for the acts or omissions of Permitted Persons arising out of and in connection with the rights and obligations created by this Document.

---

## **42 Notice**

### **42.1 Definition**

In this clause **Notice** includes each notice, demand, consent or authority given or made to any person under this Document.

### **42.2 Form and Service**

A Notice to a person:

- (a) must be in writing;
- (b) may be given or made by:
  - (1) delivering it to that person personally;
  - (2) addressing it to that person and leaving it at or posting it to:
    - (A) the address of that person appearing in this Document;
    - (B) that person's usual or last known place of residence;
    - (C) if that person is in business as a principal, that person's usual or last known place of business;
    - (D) if that person is a corporation, its registered office or principal place of business; or
    - (E) any other address nominated by that person by notice to the person giving the Notice; or
  - (3) sending a facsimile copy of the Notice to the facsimile copier number specified in Item 14 of the Schedule or any other number nominated by that person by notice to the person giving the Notice;
- (c) will be deemed to be given or made:
  - (1) if by personal delivery, when delivered;

- (2) if by leaving the Notice at an address specified in paragraph (b), when left at that address unless the time of leaving the Notice is:
  - (A) not on a Business Day; or
  - (B) after FIVE (5) o'clock in the afternoon on a Business Day; when it will be deemed to be given or made on the next following Business Day;
- (3) if by post, on the second Business Day following the date of posting of the Notice to an address specified in paragraph (b); and
- (4) if by facsimile, when despatched by facsimile to a number specified in paragraph (b)(iii), unless the time of despatch is:
  - (A) not on a Business Day; or
  - (B) after FIVE (5) o'clock in the afternoon on a Business Day; when it will be deemed to be given or made on the next following Business Day; and
- (d) may be signed:
  - (1) if given by an individual, by the person giving the Notice;
  - (2) if given by a corporation, by a director, secretary or manager of that corporation; or
  - (3) by a solicitor or other agent of the person giving the Notice.

#### **42.3 Conclusive evidence**

- (a) A certificate signed by the Lessor that a Notice has been given or made in a manner specified in this clause is conclusive evidence of the fact that that Notice was given or made on the date and time stated.
- (b) Without limiting paragraph (a), if a Notice is given to or made on any person other than the Lessor by posting to an address specified in clause 42.2(b), a document signed by an officer of a post office or stamped with a post office stamp, acknowledging receipt of the Notice for posting, is conclusive evidence of the fact that the Notice was posted on the date stated.

---

### **43 Proper law**

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

---

### **44 Accrual on daily basis**

Money Payable accrues on a daily basis.

---

### **45 Statutory powers**

The powers conferred on the Lessor by or under any statute for the time being in force are, except to the extent inconsistent with the terms and provisions expressed in this Document, in augmentation of the powers conferred on the Lessor by this Document.

---

## **46 Moratorium not to apply**

To the fullest extent permitted by law, the provisions of a statute which would, but for this clause:

- (a) extend or postpone the date of payment of money;
- (b) reduce the rate of Interest; or
- (c) abrogate, nullify, postpone or otherwise affect any condition;

under this Document do not apply to limit or affect the terms of this Document.

---

## **47 Effect of execution**

This Document is binding on each Guarantor who executes it notwithstanding:

- (a) the failure of any other person named as a Guarantor to execute it; or
  - (b) the avoidance or unenforceability of any part of the Document.
- 

## **48 Severance**

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

---

## **49 Waivers**

### **49.1 Failure or delay is not waiver**

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

### **49.2 Partial exercise does not preclude further exercise**

A single or partial exercise of any right, power or privilege does not preclude:

- (a) any other or further exercise of that right, power or privilege; or
  - (b) the exercise of any other right, power or privilege.
- 

## **50 Variation**

This Document may be varied only by deed executed by the Parties.

---

## **51 Further assurances**

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

---

## **52 Counterparts**

This Document may be executed in any number of counterparts each of which is an original and all of which constitute one and the same instrument.

---

## **53 Payment of money**

Any sum of money to be paid to the Lessor must be paid to the Lessor at the Address or as otherwise directed by the Lessor by notice from time to time.

---

## **54 Interpretation**

### **54.1 Headings**

Except in the Schedule, headings in this Document do not affect its interpretation.

### **54.2 Last day not a Business Day**

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

### **54.3 Joint and several covenants**

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

### **54.4 Reference to a Party**

Unless contrary to the sense or context, a reference to a Party includes that Party's executors, administrators, personal representatives, successors and assigns, and if a Party comprises two or more persons, the executors, administrators, personal representatives, successors and assigns of each of those persons.

### **54.5 Reference to other document**

Subject to any contrary provision in this Document, a reference to any other deed, agreement, instrument or contract includes a reference to that other deed, agreement, instrument or contract as amended, supplemented or varied from time to time.

### **54.6 Reference to a statute**

A reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order from time to time in force.

### **54.7 Singular, plural and gender**

Where applicable:

- (a) words denoting the singular include the plural;
- (b) words denoting the plural include the singular; and
- (c) words denoting a gender include each gender.

### **54.8 Reference to a person and a body corporate**

Where applicable:

- (a) a reference to a body corporate includes a natural person; and
- (b) a reference to a person includes a body corporate.

### **54.9 Professional body**

A reference to a professional body includes a successor to or substitute for that body.

#### **54.10 Month**

Unless contrary to the sense or context, **month** means calendar month.

#### **54.11 Lessee's Covenants**

Unless contrary to the sense or context, a covenant by the Lessee not to do or omit to do any act or thing includes:

- (a) a covenant not to suffer that act or thing to be done or omitted to be done by a Permitted Person; and
- (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done.

---

### **55 Land Administration Act**

If the Land is subject to the provisions of the Land Administration Act 1997 (**LAA**), then the following provisions will apply to this lease of the Premises:

- (a) the grant of this lease is subject to and conditional on the Minister for Lands consenting to this Document;
- (b) the consent of the Minister for Lands must be obtained to any assignment, subletting, mortgage or charge of the leasehold estate in the Premises, in addition to the consent of the Lessor in accordance with clause 39.1;
- (c) this Document must be registered at the Department of Land Administration, at the cost of the Lessee; and
- (d) the provisions of this Document are subject to the provisions of the LAA in relation to the Premises.

---

### **56 Special Conditions**

- (a) The Special Conditions are incorporated in and form part of this Document; and
- (b) if any inconsistency arises between any Special Condition and any other term of this Document, the Special Condition will prevail.



---

## Schedule

1. **Premises:**  
Reserve 40965, Lot 58, Tom Price – Paraburdoo Road, Tom Price WA
2. **Land:**  
Lot 58, Tom Price – Paraburdoo Road, Tom Price WA
3. **Term:**  
5 years
4. **Date of commencement:**  
1<sup>st</sup> day of August 2014
5. **Further term:**  
5 years  
From 1<sup>st</sup> day of 1<sup>st</sup> day of August 2019 to 31<sup>st</sup> day of July 2024
6. **Rent:**  
From the Date of Commencement until varied the Rent is FIVE HUNDRED (\$500.00 + gst) DOLLARS per annum, payable in advance. The first payment of rent is to be paid on the first day of the term and subsequent instalments are to be paid in advance each financial year (July to June) as invoiced by the Shire of Ashburton.
7. **Rent review dates:**  
The Shire of Ashburton may review rent at the beginning of each financial year in accordance with the CPI. The annual rent to be paid from each CPI rent review date shall be determined by multiplying the rent payable immediately preceding the CPI rent review date by a fraction obtained by dividing the Consumer Price Index Perth All Groups as determined immediately prior to the CPI rent review date by the Consumer Price Index as determined immediately prior to the previous CPI rent review date or market review date whichever is the most recent.
8. **Address:**  
Administration Centre  
PO Box 567  
Tom Price WA 6751
9. **Managing agent:**  
Shire of Ashburton
10. **Rate of interest:**  
FOUR PERCENT (4%) above the Westpac Indicator Lending Rate published by Westpac from time to time.
11. **Painting and decorating intervals:**  
Each FIVE (5) years and in any event within THREE (3) months before Termination.
12. **Public liability insurance amount:**  
TEN MILLION DOLLARS (\$10,000,000.00)
13. **Permitted use:**  
Golf Course/Driving Range
14. ~~**Faersimile number:**~~  
**Email address:** mvsc@westnet.com.au
15. **Special Conditions**
  - i. **BINS**  
Mountain View Sporting Club Incorporated is to pay for rubbish bins and disposal.

ii. **MAINTENANCE AND IMPROVEMENTS**

All maintenance and improvements to golf course/driving range is to be undertaken by and at the expense of the Mountain View Sporting Club.

iii. **STRUCTURES**

Any structures constructed or altered on Reserve 40965 must be approved by the Shire of Ashburton and building permits sought.

**The common seal of  
The Shire of Ashburton**  
is affixed in the presence of:

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

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

**Duly executed by  
Mountain View Sporting Club Incorporated  
Certificate of Incorporation Registered No**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Committee Position

\_\_\_\_\_  
Committee Position

---

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**July 2014**

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**Lease**

**Shire of Ashburton**

and

**Mountain View Sporting Club Inc**

Tom Price Amateur Swimming Club Inc  
PO Box 328  
TOM PRICE WA 6751

Shire of Ashburton  
Mable Gough  
TOM PRICE WA 6751

June 2014

### **PROPOSAL for CANTEEN SERVICES**

Dear Mable

Kindly find enclosed the Proposal for Canteen Services at the Vic Hayden Memorial Swimming Pool Tom Price.

Tom Price Amateur Swimming Club Inc believes in quality services at competitive rates. We will aim to provide hygienic, healthy and delicious food for patrons of the pool.

Tom Price Amateur Swimming Club Inc looks forward to your reply in near future.

If you have any questions or concerns, don't hesitate to contact myself on 0488 966 693.

Regards



Tracey Walawski  
President

Tom Price Amateur Swimming club Inc

**PROPOSAL for Tom Price Amateur Swimming Club Inc CANTEEN SERVICES**  
**at**  
**Vic Hayden Memorial Swimming Pool Tom Price**

**CANTEEN**

Tom Price Amateur Swimming Club Inc Canteen will serve tea/coffee/cold drinks, ice creams and hot and cold snacks.

**CANTEEN SERVICES**

1. Tom Price Amateur Swimming Club Inc will provide adequate number of manpower required for providing good canteen services during hours determined by the Tom Price Amateur Swimming Club Committee. *2:30pm to 5:00pm - Pool Weekends as needed. MONDAY to FRIDAY Season October to April*
2. The volunteers of Tom Price Amateur Swimming Club Inc will possess good health and would be free from any contagious diseases.
3. Tom Price Amateur Swimming Club Inc will at all times keep cleanliness of canteen premises at utmost priority for maintaining hygienic environment.
4. Tom Price Amateur Swimming Club Inc will use only branded raw material for preparation of items .
5. Tom Price Amateur Swimming Club Inc will use only fresh fruits and vegetable to ensure high standard food quality.
6. Tom Price Amateur Swimming Club Inc will provide fridge for storing raw material, kitchen equipment for cooking and preservation of perishable items.
7. Shire of Ashburton should provide Water and Electricity, Use of Intercom Facility if required, Air Conditioning in Canteen, Kitchen Furniture (Table, Chairs, Pie Warmer) and Exhaust for smooth functioning of Canteen Services free of cost.
8. Tom Price Amateur Swimming Club Inc will be responsible for proper handling and safe custody of equipment's and space provided by Shire of Ashburton.
9. Repair and maintenance of kitchen equipment's owned by Shire of Ashburton will be carried out and paid for by the Shire of Ashburton.
10. The volunteer workers of Tom Price Amateur Swimming Club Inc will directly be under its supervision, control and shall have no connection what-so-ever with the Shire of Ashburton. The Shire of Ashburton shall have no obligation to control or supervise such workers or to take any action against them.

**PERIOD OF CONTRACT**

11. The contract for Tom Price Amateur Swimming Club Inc Canteen Services shall remain valid initially for a period of two years.

**RATE OF CONTRACT**

12. The contract for Tom Price Amateur Swimming Club Inc Canteen Premises will be paid at a rate of \$500 inc GST per annum to the Shire of Ashburton. In the event the contract is terminated a pro rata of this amount will be paid.

**TERMINATION OF THE CONTRACT**

13. The Contract can be terminated by either party, i.e., Shire of Ashburton or Tom Price Amateur Swimming Club Inc, after giving three months written notice to the other party extendable by mutual agreement .

**Suggested Canteen Menu**

Tom Price Amateur Swimming Club Inc will serve hot and fresh food at intervals set by the club committee.

**CANTEEN SNACKS**

Sausage Rolls & Pies  
Mini Pizzas  
Hot Dogs  
Toasted Sandwiches  
Chocolate Bars  
Ice Creams

**CANTEEN DRINKS**

Tea , Coffee & Milo  
Cool Drinks  
Water  
Juice Boxes

# LICENCE AGREEMENT

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**AGREEMENT** dated

**BETWEEN** The Shire of Ashburton

**AND** The Licensee named in the Schedule ('the Licensee')

## **RECITALS**

- A. The Licensors are the owner/manager of the Premises.
- B. The Licensors have agreed to grant to the Licensee the right to use and occupy the Premises subject to the terms and conditions contained in this Licence.

## **OPERATIVE PART**

### **1. INTERPRETATION**

#### **1.1 Definitions**

In this Licence unless inconsistent with the context or subject matter the following terms shall have the following meanings:

**'Council'** means the Council of the Shire of Ashburton and includes, where appropriate, any delegate of the Council;

**'GST'** means a goods and services tax as may be amended from time to time;

**'Licence Fee'** means the Licence Fee as determined by the Council from time to time;

**'Licensee's Covenants'** means all or any of the covenants and agreements contained in or implied by this Licence on the part of the Licensee to be observed and performed;

**'Licensor's Address'** means the Licensor's Address specified in the Schedule or any other address written notice of which is given by the Licensor to the Licensee from time to time;

**'Premises'** means the Premises the subject of this Licence and referred to in the Schedule;

**'Schedule'** means the Schedule to this Licence;

**'Service charge'** means any charge imposed for the supply of electricity, telephone, excess water, rubbish collection & removal.

**'Term'** means the period or periods specified in the Schedule.

## 1.2 Interpretation

- (a) A reference to this Licence includes:
  - i. both express and implied terms, covenants and conditions of this Licence; and
  - ii. all variations, additions and deletions to the terms, covenants and conditions contained in this Licence whenever effected;
- (b) A reference to a person includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation's successors and assigns;
- (c) A reference to any person if that person ceases to exist is reconstituted, renamed or replaced or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions;
- (d) An obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (e) A reference to anything includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (f) The index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this Licence.

## 2. GRANT OF LICENCE

### 2.1 Grant

Subject to clause 9 the Licensor grants to the Licensee for the Term the right to use and occupy the Premises in accordance with this Licence.



## **2.2 Licensee's Covenants**

This grant by the Licenser to the Licensee for the Term is subject to the punctual payment of the Licence Fee by the Licensee and the observance and performance of the Licensee's Covenants.

## **3. COVENANTS BY LICENSEE**

### **3.1 Licensee's Guide**

The Licensee must comply with all requirements contained in the Licence.

### **3.2 Licence Fee**

The Licensee must pay the Licence Fee at the times and in the manner referred to in the Licensee's Guide to the Licenser at the Licenser's Address without any deduction or abatement.

### **3.3 GST**

The Licensee must pay an amount ('GST Amount') to the Licenser in respect of all GST levied or payable on the Licence Fee or any other amounts payable under this Licence. The GST Amount is payable at the same time as the amount on which it is levied.

### **3.4 Costs**

The Licensee must pay the Licenser on demand all costs, charges and expenses (including solicitor's, architect's and surveyor's fees) incurred by the Licenser for the purpose of or incidental to the preparation and service of any notice requiring the Licensee to remedy a breach of any provision contained in this Licence.

### **3.5 Use of Premises generally**

- a) The Licensee must ensure that the Premises and any part of the Premises are only used for the purpose specified in the Schedule.
- b) The Licensee must not, without the approval of the Licenser, carry out any alterations, improvements or other structural works in respect of the Premises

- c) The Licensee will ensure that the Premises are available for use and enjoyment by the general public to the extent that such use and enjoyment does not conflict with the lawful use of the Premises by the Licensee under the terms of this Licence.
- d) The Licensee must endeavour to keep and maintain good order and decent behaviour in or on the Premises and to take all necessary steps to prevent disorderly behaviour and the use of profane or indecent language and to prevent any nuisance emanating from the Premises.

### **3.6 Indemnity and release**

Except to the extent that any or all such damage is caused by any act, omission, neglect or default of the Licensor or any of the Licensor's employees, agents, contractors or invitees:

- a) the Licensee will indemnify the Licensor and keep the Licensor indemnified from and against all costs, claims, demands and expenses suffered by the Licensor arising from any damage caused to the Premises or any injury to or death of any person caused by the Licensee or any person authorised by the Licensee using the Premises;
- b) the Licensor shall not be liable for any loss damage or injury that may be sustained at any time during the Term:
  - i. resulting from the theft of any property within or from the Premises;
  - ii. by the Licensee or any other person lawfully authorised by the Licensee to use the Premises.

### **3.7 Assignment**

- a) The Licensee will not assign or transfer the rights of the Licensee (or any such rights) pursuant to this Licence without the prior written consent of the Licensor.
- b) The Licensor may withhold its consent or grant its consent either unconditionally or subject to any conditions it considers appropriate.
- c) Upon any assignment of this Licence, the Licensee will remain responsible for the Premises, and compliance with the terms and

conditions of this Licence, as if those rights had not been assigned or transferred.

### **3.8 Insurance**

The Licensee must effect and maintain at all times during the term a public risk insurance policy, in the name of the Licensee for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) extended to cover public risk to third parties resulting from the use or abuse by the Licensee of the Premises pursuant to the terms of this Licence;

### **3.9 Service charges**

The Licensee will pay to the Licensor or a third party any service charge within 30 days of receipt of a written notice to do so.

### **3.10 Rubbish collection**

If the Licensee holds a liquor licence with respect to the Premises, the Licensee will pay all costs associated with waste and rubbish removal from the Premises during the period of the Licence.

If the Licensee does not hold a liquor licence with respect to the Premises, the Licensor will pay all costs associated with waste and rubbish removal from the Premises.

### **3.11 Change rooms and toilets**

The Licensee will be responsible for cleaning the change rooms and toilets within or associated with the Premises where shown on the Licence plan annexed to this Licence.

### **3.12 Want of repair, damage and theft**

- a) The Licensor will be responsible for maintenance required to the premises as a consequence of fair wear and tear. HOWEVER the Licensee will be responsible for any maintenance required to the Premises as a consequence of any negligent or any deliberate act of the Licensee or its invitees and will maintain the Premises in the same condition as existing at the commencement of this licence including the replacement of any domestic light globes without limiting the generality of this clause
- b) The Licensee must report any accident to or defect or want of repair in any services to or fitting of the Premises or act of vandalism or theft

which occurs on the Premises to the Licensor immediately it becomes aware of it

- c) The Licensor may inspect the Premises at any time.
- d) On giving to the Licensee 24 hours written notice the Licensor may enter the Premises and carry out repairs, renovations, maintenance or alterations to the Premises or to any adjoining premises as required or considered desirable by the Licensor without being liable to the Licensee for any loss or damage suffered by the Licensee as a consequence of that entry or carrying out of those repairs, renovations, maintenance or alterations.
- e) If maintenance is required to the Premises as a consequence of any negligent or any deliberate act of the Licensee or its invitees the Licensor will give the Licensee notice requiring that maintenance to be carried out within 7 days and failing compliance with that notice the Licensor may carry out that maintenance in accordance with subclause d).
- f) The Licensee shall pay to the Licensor on demand all expenses and costs of and incidental to carrying out maintenance carried out under subclause e).
- g) The Licensee will keep clean and maintain the Premises clear of rubbish to the satisfaction of the Licensor

### **3.13 Cease use**

Subject to clause 5, the Licensee must cease using the Premises at the expiry or sooner determination of the Term.

## **4. DEFAULT BY LICENSEE**

If

- a) the Licence Fee or any part of it is at any time unpaid for 7 days after becoming due (whether formally demanded or not); or
- b) the Licensee, or any person or persons authorised by the Licensee, are convicted of any criminal offence relating to their use of the Premises; or

- c) the Licensee breaches or fails to observe or perform any other of the Licensee's Covenants and that breach non-observance or non-performance continues after the expiration of 7 days (or, such further time as the Licenser may in any such case specify) of written notice to the Licensee to remedy it; or
- d) the Licensee goes into liquidation or becomes bankrupt or enters into any composition arrangement with or assignment for the benefit of the Licensee's creditors; or
- e) under any Act or instrument or by order of any court a manager and administrator a trustee a receiver or a receiver and manager or liquidator is appointed in relation to any part of the Licensee's undertakings assets or property; or
- f) any execution is issued against the Licensee; or
- g) the Premises are abandoned or otherwise left vacant,

the interest of the Licensee in the Premises will immediately determine but without affecting any right of the Licenser under this Licence and without releasing the Licensee from the Licensee's liability to observe the Licensee's Covenants up to that determination (and with respect to those of the Licensee's Covenants which survive that determination, to continue to observe those covenants). Upon the determination of the Term and subject to the Licenser using all reasonable and proper care during such removal the Licenser will have the right to remove any property of the Licensee left in or about the Premises and the Licensee shall indemnify the Licenser against all damage to that property.

## **5. HOLDING OVER**

If the Licensee continues use of the Premises after the expiry of the Term with the consent of the Licenser the Licensee will be a monthly licensee of the Licenser at a monthly licence fee at the same level as payable by the Licensee immediately prior to expiry of the Term.

## **6. TERMINATION**

- 6.1 Either the Licensee or the Licenser may terminate this Licence by giving six months written notice to the other of its intention to terminate this Licence. If the Licenser wishes to redevelop the land or building and such redevelopment is likely to involve the destruction of any part of the Premises or to interfere with access to

or use of the Premises, the Licensor shall use its reasonable endeavours to assist the Licensee to relocate to other Premises

- 6.2 This Licence will, subject to written agreement between the Licensee and the Licensor otherwise, terminate on the expiry of the six month period referred to in clause 6.1

## **7. NOTICE**

Any notice required to be served under this Licence will be sufficiently served on the Licensee or Licensor if:

- a) served personally on the party being served or that party's representatives; or
- b) if addressed to the party being served and left at or sent by pre-paid post to that party's last known address or place of business, or if the party being served is a corporation, at its registered office.

## **8. RIGHTS IN CONTRACT**

The rights conferred upon the Licensee by this Licence rest in this Licence only and do not create in or confer upon the Licensee any estate or interest in the Premises and the rights of the Licensee are those of a licensee only and do not confer exclusive possession of the Premises on the Licensee.

## **9. OTHER LICENSEES**

The Licensee acknowledges that the Licensor may also licence the Premises to another licensee whose use of the Premises does not conflict with the Licensee's use of the Premises.

## **10. LAWS**

This Licence is governed by the laws of Western Australia.

## SCHEDULE

<b>The Licensee:</b>	Tom Price Amateur Swimming Club Incorporation ABN 72 855 034 269 PO Box 328, Tom Price WA 6751
<b>The Premises:</b>	Vic Hayton Memorial Swimming Pool Kiosk
<b>Purpose of the Licence Use:</b>	The lease of the kiosk is for the purpose of selling hygienic, healthy and delicious food and drinks to patrons of the pool and other members of the public (through an external serving window). The premises are not to be sub-leased or used for any other purpose than a kiosk.
<b>The Term of this Licence:</b>	2 years  A Further Term of 2 years is proposed – 1 <sup>st</sup> day September 2016 to 31 <sup>st</sup> day August 2018.
<b>Commencement Date:</b>	1 September 2014
<b>Expiration Date:</b>	31 August 2016
<b>Licence Fee:</b>	<p>\$ 500 per annum or part thereof on a pro rata basis for the first financial year, and thereafter, the amount determined by the Council and notified to the Licensee from time to time.</p>
<b>Licensor's Address:</b>	Administration Centre PO Box 567 Tom Price WA 6751
<b>Licensee's Address:</b>	Email - nandtwal@westnet.com.au

### Special Conditions:

- i. **INSURANCES & FOOD/TRADERS PERMITS**  
The Tom Price Amateur Swimming Club Incorporation is responsible for obtaining:
  - Registration Approval for the Selling of Food
  - Public Liability Insurance
  - Contents Insurance (for equipment not owned by the Shire of Ashburton)
- ii. **BINS**  
1 x 1100L rubbish bin will be provided free of charge for the disposal of waste from the kiosk. All food scraps must be placed in air tight bags to reduce smell.

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1/8/2013

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iii. **ACCESS TO SWIMMING POOL AREA**

Access to all other areas of the Swimming Pool complex (except for Male & Female toilets) is prohibited outside of normal pool hours.

iv. **KEY BOND**

1 x key for the kiosk will be provided to the Swimming Club. A Bond of \$100.00 (GST inclusive) will be charged for the key.

v. **OPENING HOURS**

The Tom Price Amateur Swimming Club Incorporation is required to operate the Kiosk during the pool season (1<sup>st</sup> October to 30<sup>th</sup> April):

Monday to Friday – 2:30pm to 5:00pm

Saturday & Sunday – two hours minimum at any time during opening hours.

- The club is welcome to trade any hours or days outside of those indicated above.

- The Shire of Ashburton may change opening hours of the pool due to staffing requirements which will be discussed with the Swimming Club should this alter or affect their trading hours.

- The Shire of Ashburton may choose to sell food and drinks outside of the operating hours of the kiosk to ensure patrons have access to standard kiosk supplies such as water and paddle pops.

vi. **ELECTRICITY & WATER**

The Shire of Ashburton will provide, free of charge, electricity and water for the kiosk facility.

vii. **KIOSK & EQUIPMENT**

The Tom Price Amateur Swimming Club will have access to:

1 x table

3 x chairs

2 x freezers (1 freezer is the property of Pilbara Foods and may be recovered at any time and will not be replaced)

1 x microwave

1 x pie warmer

The Shire of Ashburton will service furniture and equipment (air conditioner & exhaust fan) when deemed required by the Shire or as part of annual maintenance.

All building maintenance required will be at the expense of the Shire of Ashburton and as determined by the Shire of Ashburton.

viii. **KIOSK FIT OUT**

Tenant is required to fit out the Kiosk with equipment to operate the business.



ix. **NO GLASS POLICY**

No glass is to be used at the pool at all including serving dishes, glass bottles etc.

**EXECUTED** as a Deed.

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

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

\_\_\_\_\_  
Name of Shire President (Print)

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

\_\_\_\_\_  
Name of Chief Executive Officer (Print)

THE **COMMON SEAL** of the  
[**NAME OF LICENSEE**] was affixed in  
accordance with its Articles of Association  
and in the presence of

\_\_\_\_\_  
President

\_\_\_\_\_  
Name of President (Print)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name of Secretary (Print)

Policy No: CORP\_ORG



Policy Name:	REC08 COMMUNITY DONATIONS, GRANTS AND FUNDING POLICY
File No:	REC08 OR.CM1
Policy Purpose:	<p>To provide compliance with the Local Government Act 1995</p> <p>To outline the criteria for offering not-for-profit community, sporting, cultural and service groups and associations, and individuals financial assistance to deliver high quality programs, community events, facilities and/or services that directly benefit the residents of the Shire of Ashburton.</p> <p>To support community initiatives that strengthen the sense of community connectedness and sustainability in the Shire of Ashburton</p> <p>To enable the Shire to have a consistent and equitable approach in how it supports community and sporting groups</p> <p>To give clear guidelines, direction and information to community and sporting groups who wish to seek funding from the Shire of Ashburton</p>
Principles / Framework:	<p>Shire of Ashburton 10 Year Community Strategic Plan 2012 -2022 “Living Life”</p> <p>Goal 01- Vibrant and Active Communities</p> <p>Objective 01- Connected, Caring and Engaged Communities</p> <p>Objective 02- Active People, Clubs and Associations.</p>
Application:	General public
Statutory Environment:	Section 6.7(2) Local Government Act 1995
Minute No:	11.11.28
Approval Date:	Adopted OCM 18 November 2008 Reviewed OCM 16 July 2014

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#### GENERAL CONDITIONS AND CRITERIA

- The applicant is to reside or operate within the Shire of Ashburton, OR be able to show a direct and substantial benefit to residents within the Shire of Ashburton

- Applications that are not connected with, and do not show direct benefit to, the Shire of Ashburton are unable to be considered
- Assistance is not available retrospectively
- All applications are to be in writing, and on the correct application form (Community Support Grants are to be submitted on SOA CD 039 Community Grants Application Form)
- Funds are to be used for the purpose for which they were approved
- Funds are to be used solely for the purpose of providing benefit to the residents of the Shire of Ashburton
- Due recognition is to be given to the Shire of Ashburton for its contribution towards the project/facility/activity/event
- Where required (Community Support Grants) applicants are to complete an acquittal report

## AREAS OF ASSISTANCE

### 1. SMALL ASSISTANCE DONATIONS - MAXIMUM \$500 PER ORGANISATION/INDIVIDUAL PER FINANCIAL YEAR

- Small Assistance Donations may be provided for any purpose where an organisation/individual has not/could not otherwise have applied to the Shire of Ashburton for any other form of donation.
- Applicants may apply more than once in a financial year providing the total amount requested/donated does not exceed \$500 (this includes cash and in-kind support such as donated venue hire)
- Applications can be submitted at any time, in writing, and can take up to 4 weeks to be processed - applicants are to allow sufficient time for this processing as donations are not approved retrospectively
- Donations for assistance with administrative and day-to-day running of groups and organisations are unable to be considered
- Local schools may apply for Small Assistance Donations
- If requested, financial statements showing that the donation was spent in accordance with the request are to be produced.

### 2. COMMUNITY SUPPORT GRANTS - MAXIMUM \$2,500 PER ORGANISATION PER FINANCIAL YEAR

- Applications are to be made on the relevant application form (SOA CD 39) available from the Shire/Community Development Offices
- Applications can be for cash and/or in-kind contributions as long as the total amount is no more than \$2,500
- Funding is only available to incorporated community and sporting organisations
- Applications are to be received before the advertised closing date. Late applications are unable to be considered
- Applicants can apply more than once each financial year as long as the total amount is less than \$2,500 (this includes cash and in-kind donations such as venue hire)
- Applications are to be completed in full and signed by an Officer Bearer
- There are two funding rounds offered each year one in July (closing August) for projects from September to April, and one in February (closing March) for projects from April to August
- Applications are assessed by a panel consisting of one senior community development staff member and at least 2 Councillors, each from different wards.
- As part of the application process, applicants agree to submit an acquittal report within 4 weeks of the completion of the event/activity, containing
  - A detailed budget signed by the Treasurer and President of the organisation
  - An evaluation of the event/activity
  - Proof that the grant was expended according to the approved application
- Applications for events that could **not** have reasonably been anticipated within the advertised funding rounds are to be considered under Delegation

- Applications that could have been anticipated within the advertised funding rounds are unable to be considered (applicants in these situations are welcome to apply for a Small Assistance Donation)
- Decisions to allocate funding to a project is based on the following criteria
  - The extent to which the project directly benefits the residents of the Shire of Ashburton
  - Funding and/or contributions from other sources
  - Value for money

### 3. DONATIONS TO SCHOOLS

- The Shire of Ashburton is committed to supporting local schools and automatically makes an annual donation to each school, within its boundaries, using the following calculation
  - Base amount of \$1,000
  - Plus \$1.00 for each high school student (Includes Year 7 students)
  - Plus \$0.70 for each primary school student (excludes Year 7 students)
  - Plus \$0.20 for each pre-primary student
- Student numbers are calculated using figures from the Department of Education
- Donations are paid in May each year
- Schools who receive a donation under this policy are also eligible to apply for Small Assistance Donations (eg for hire of venue for school functions, special events, or donations towards student prizes)

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[Signature]

Signed

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[Print Name]

Shire President

**Monitor and Review:**

**Executive Manager, Community Development**

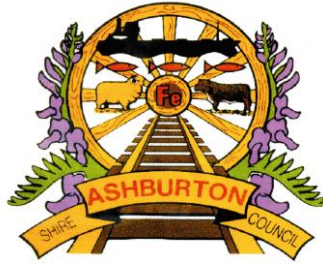
**Last Review Date**

OCM 16 July 2014

**Next Review Date**

October 2016

This policy is to remain in force until otherwise determined by the Council or superseded.



**SHIRE OF ASHBURTON**  
**MONTHLY STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD 1 JULY 2013 TO 31 MAY 2014**

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## SHIRE OF ASHBURTON

## STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2013 TO 31 MAY 2014

	NOTE	May 2014 Actual \$	May 2014 Y-T-D Budget \$	2013/14 Revised Budget \$	2013/14 Adopted Budget \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
<b>Operating</b>								
<b>Revenues/Sources</b>								
Governance		5,158,063	1,216,204	1,326,807	1,045,749	3,941,859	324.11%	▲
General Purpose Funding		2,621,658	2,503,483	2,606,902	2,777,390	118,175	4.72%	
Law, Order, Public Safety		533,214	209,319	228,412	113,650	323,895	154.74%	▲
Health		246,789	262,451	272,500	238,006	(15,662)	(5.97%)	
Education and Welfare		630,948	944,766	1,701,500	1,836,000	(313,818)	(33.22%)	▼
Housing		285,497	818,518	845,683	771,364	(533,021)	(65.12%)	▼
Community Amenities		4,003,180	4,117,411	4,490,904	5,070,768	(114,231)	(2.77%)	
Recreation and Culture		5,538,101	5,823,693	6,067,254	5,760,257	(285,592)	(4.90%)	
Transport		17,142,675	22,014,564	24,016,112	20,779,522	(4,871,889)	(22.13%)	▼
Economic Services		6,147,685	6,008,132	6,295,131	7,139,983	139,553	2.32%	
Other Property and Services		6,180,925	6,761,722	7,376,482	11,808,775	(580,797)	(8.59%)	
		48,488,735	50,680,263	55,227,687	57,341,464	(2,191,529)	(4.32%)	
<b>(Expenses)/(Applications)</b>								
Governance		(3,766,833)	(3,987,720)	(4,351,116)	(4,419,043)	220,887	5.54%	
General Purpose Funding		(113,252)	(137,929)	(150,494)	(148,180)	24,677	17.89%	▼
Law, Order, Public Safety		(921,425)	(925,034)	(1,009,916)	(920,902)	3,609	0.39%	
Health		(678,226)	(747,175)	(815,270)	(797,405)	68,949	9.23%	
Education and Welfare		(354,642)	(490,774)	(531,316)	(611,387)	136,132	27.74%	▼
Housing		(634,565)	(674,201)	(738,099)	(606,923)	39,636	5.88%	
Community Amenities		(4,552,678)	(5,442,162)	(5,937,990)	(6,471,141)	889,484	16.34%	▼
Recreation & Culture		(5,124,863)	(5,542,845)	3 - 4	(6,530,279)	417,982	7.54%	
Transport		(7,453,279)	(8,747,079)		(9,989,080)	1,293,800	14.79%	▼
Economic Services		(2,750,438)	(2,732,702)	5 - 8	(2,426,664)	(17,736)	(0.65%)	
Other Property and Services		(6,034,276)	(5,709,946)		(10,604,069)	(324,330)	(5.68%)	
		(32,384,477)	(35,137,567)	(13,534,201)	(43,525,073)	2,753,090	(7.84%)	
				9 - 10				
<b>Net Operating Result Excluding Rates</b>		16,104,258	15,542,696	41,693,486	13,816,391	561,561	3.61%	
				11				
<b>Adjustments for Non-Cash</b>								
<b>(Revenue) and Expenditure</b>								
(Profit)/Loss on Asset Disposals		(3,966,560)	(4,540,476)	(4,526,636)	(4,697,127)	573,916	12.64%	▼
Movement in Leave Reserve (Added Back)		7,110	0	0	0	7,110	0.00%	
Movement in Deferred Pensioner Rates/ESL (non-current)		0	0	0	0	0	0.00%	
Movement in Employee Benefit Provisions (non-current)		0	0	0	0	0	0.00%	
Adjustment for Rounding		0	0	0	0	0	0.00%	
Depreciation on Assets		7,190,808	7,232,016	7,889,825	7,887,072	(41,208)	0.57%	
<b>Capital Revenue and (Expenditure)</b>								
Purchase Land Held for Resale		(165,097)	(1,446,825)	(1,682,000)	(1,818,500)	1,281,728	88.59%	▼
Purchase Land and Buildings		(3,902,699)	(5,325,314)	(6,583,231)	(8,654,385)	1,422,615	26.71%	▼
Purchase Furniture and Equipment		(215,295)	(254,881)	(278,100)	(515,451)	39,586	15.53%	▼
Purchase Plant and Equipment		(1,275,873)	(1,672,132)	(1,824,190)	(1,469,228)	396,259	23.70%	▼
Purchase Infrastructure Assets - Roads		(235,544)	(2,981,616)	(3,327,724)	(3,937,592)	2,746,072	92.10%	▼
Purchase Infrastructure Assets - Footpaths		0	0	0	(1,162,770)	0	0.00%	
Purchase Infrastructure Assets - Drainage		(51,132)	(356,000)	(670,000)	(670,000)	304,868	85.64%	▼
Purchase Infrastructure Assets - Parks & Ovals		(307,300)	(147,487)	(601,835)	(812,500)	(159,813)	(108.36%)	▲
Purchase Infrastructure Assets - Aerodromes		(15,862,861)	(16,098,621)	(17,562,261)	(15,226,121)	235,760	1.46%	
Purchase Infrastructure Assets - Other		(1,083,160)	(2,936,040)	(3,341,577)	(3,846,626)	1,852,880	63.11%	▼
Proceeds from Disposal of Assets		4,955,792	5,499,141	5,589,992	5,396,000	(543,349)	(9.88%)	
Repayment of Debentures		(1,550,808)	(1,427,151)	(1,556,914)	(1,556,915)	(123,657)	(8.66%)	
Proceeds from New Debentures		225,000	206,250	225,000	0	18,750	9.09%	
Advances to Community Groups		0	0	0	0	0	0.00%	
Self-Supporting Loan Principal Income		0	0	0	0	0	0.00%	
Transfers to Restricted Assets (Reserves)		(4,928,856)	(7,639,489)	(8,334,000)	(5,934,000)	2,710,633	35.48%	▼
Transfers from Restricted Asset (Reserves)		1,764,984	4,470,136	4,876,538	4,924,038	(2,705,152)	(60.52%)	▼
ADD Net Current Assets July 1 B/Fwd		11,477,498	3,039,866	3,039,866	3,039,866	8,437,632	(277.57%)	
LESS Net Current Assets Year to Date		21,420,995	6,507,960	28,404,566	(20,000)	14,913,035	229.15%	
<b>Amount Raised from General Rates</b>		<u>(13,240,730)</u>	<u>(15,343,886)</u>	<u>(15,378,328)</u>	<u>(15,217,848)</u>	<u>2,103,156</u>	<u>(13.71%)</u>	

**SHIRE OF ASHBURTON**

**NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2013 TO 31 MAY 2014**

	<b>2012/13 B/Fwd Per 2013/14 Budget \$</b>	<b>2012/13 B/Fwd Per Financial Report \$</b>	<b>May 2014 Actual \$</b>
<b>NET CURRENT ASSETS</b>			
<b>Composition of Estimated Net Current Asset Position</b>			
<b>CURRENT ASSETS</b>			
Cash - Unrestricted	33,252	219,020	10,299,992 *
Cash - Restricted Unspent Grants	1,942,555	1,715,278	1,942,555 *
Cash - Restricted Unspent Loans	1,516,777	1,522,742	1,516,777
Cash - Restricted Reserves	9,996,395	9,996,395	13,160,266 **
Rates - Current	207,740	237,496	505,559
Sundry Debtors	6,234,884	5,972,993	9,237,835
Accrued Income	4,711,901	2,437,533	0
Payments in Advance	0	53,978	0
GST Receivable	715,933	1,338,117	253,715
Provision For Doubtful Debts	(54,157)	(76,171)	(76,171)
Inventories	117,303	156,559	156,559
	<u>25,422,583</u>	<u>23,573,940</u>	<u>36,997,087</u>
		3 - 4	
<b>LESS: CURRENT LIABILITIES</b>			
		5 - 8	
Sundry Creditors	(11,001,855)		(1,689,939)
Accrued Expenditure	(234,697)	(590,448)	(142,000)
PAYG Payable	(18,298)	9 - 10	0
Payroll Creditors	(36,612)	0	0
Withholding Tax Payable	(4,150)	11	0
GST Payable	(66,816)	(603,173)	(74,235)
Other Payables	(39,405)	(59,350)	(106)
Restricted Funds	0	0	0
Accrued Interest on Debentures	(30,000)	(29,496)	0
Accrued Salaries and Wages	(340,000)	(300,935)	0
Current Employee Benefits Provision	(923,151)	(825,318)	(825,318)
Current Loan Liability	(390,982)	(1,556,916)	(6,108)
	<u>(13,085,966)</u>	<u>(3,965,625)</u>	<u>(2,737,706)</u>
<b>NET CURRENT ASSET POSITION</b>	12,336,617	19,608,315	34,259,381
Less: Cash - Reserves - Restricted	(9,996,395)	(9,996,395)	(13,160,266)
Less: Cash - Unspent Grants - Restricted	0	0	0
Adjustment for Trust Transactions Within Muni	0	0	0
Add Back : Component of Leave Liability not Required to be Funded	308,662	308,662	315,772
Add Back : Current Loan Liability	390,982	1,556,916	6,108
<b>ESTIMATED SURPLUS/(DEFICIENCY) C/FWD</b>	<u>3,039,866</u>	<u>11,477,498</u>	<u>21,420,995</u>

<b><u>Investment Accounts Balance</u></b>	\$
Restricted Cash Reserve **	10,979,584
Muni Business Cash Reserve *	3,000,000
Short Term Deposit *	8,900,000



**SHIRE OF ASHBURTON**  
**FOR THE PERIOD 1 JULY 2013 TO 31 MAY 2014**  
**Report on Significant variances Greater than 10% and \$20,000**

**Purpose**

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (e.g. a grants were budgeted for but was not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

**The Materiality variances adopted by Council are:**

Actual Variance to YTD Budget up to 5%:

Actual Variance exceeding 10% of YTD Budget

Actual Variance exceeding 10% of YTD Budget and a value greater than \$20,000:

Don't Report

Use Management Discretion

Must Report

**REPORTABLE OPERATING REVENUE VARIATIONS**

**Governance - Variance above budget expectations**

Insurance Claim for Onslow Admin Building fire settled in late March, a lump payment of \$4.7m received from LGIS.

**Law, Order, Public Safety - Variance above budget expectations**

Unbudgeted replacement of fire vehicle from FESA - value of vehicle also recognised as donation income.

**Education and Welfare - Variance below budget expectations**

Payment of \$0.5m for Paraburdoo Child Care project has been received from RIO Tinto. Expected funds of \$1.0m from Department of Regional Development will be received in June 2014

**Housing - Variance below budget expectations**

Income expected from sale of vacant block on Hedditch Street in Onslow did not occur this financial year, carried over to 2014/15 year.

**Transport - Variance below expectations.**

Budgeted income for Onslow Airport Terminal construction not received.

**REPORTABLE OPERATING EXPENSE VARIATIONS**

**General Purpose Funding - Variance below budget expectations**

Lower than expected admin allocations combined with delayed invoices for coss relating to rating services from ITVision.

**Education and Welfare - Variance below budget expectations**

Lower spendings in both Eastern and Western sector youth activities due to under funding for 13/14.

**Community Amenities - Variance below budget expectations**

Under spending in all refuse sites, mainly Onslow Tip. Expenditure expected to pick up in June after planned inspection.

**Transport - Variance below budget expectations**

YTD expenditure on Road maintenance works in Tom Price, Paraburdoo & Rural access roads been lower than budget due to shortage of Shire Staff to maintain roads.

Spending has not occurred per budget for flood damage work due to funding availability.

**REPORTABLE NON-CASH VARIATIONS**

**Profit/Loss on Disposal of Assets - Variance below budget expectations.**

Expected gain on sale of vacant block on Hedditch Street in Onslow did not eventuate due to sales deferred to new year.

**REPORTABLE CAPITAL EXPENSE VARIATIONS**

**Purchase of Land Held for Resale - Variance below budget expectations.**

Expenditure budgeted for Tom Price Industrial & Residential land development have not progressed as expected.

Design and planning expenses for Onslow Industrial land has commenced in line with current budget, installation of services have not fully expended per budget.

**Purchase of Land & Buildings - Variance below budget expectations.**

New Staff Housing project will not progress this year deferred to new year 14/15 .

Project initiation and concept design work had progressed in the year for Paraburdoo Child Care Facility. Construction work to commence in next year 14/15.

**Purchase of Furniture & Equipment - Variance below budget expectations.**

Planned expenditure for installation of CCTV in Tom Price & Paraburdoo being delayed and carried over to new year.

Portable stage yet to be purchased for MPC in Onslow.

**Purchase of Plant & Equipment - Variance below budget expectations.**

Forecasted expenditure for two heavy plant purchases have been delayed, carried over to next year 14/15.

**Purchase of Infrastructure Assets Roads - Variance below budget expectations.**

Expenditure on road construction lower than YTD budget, works on Banjima Drive commenced and planned to be completed in July 2014.

**Purchase of Infrastructure Drainage - Variance below budget expectations.**

Works Prog Paraburdoo Urban Drainage Reconstruct - work carried over to next year 14/15.

**Purchases of Parks & Ovals - Variance above budget expectations.**

Expenditure for Playground Upgrade for all sites occurred in May while budget was phased in June

**Purchase of Infrastructure Assets Other - Variance below budget expectations.**

Installation of cricket nets for Tom Price & Paraburdoo had commenced, planned to be completed next financial year.

Paraburdoo Town Redevelopment project under budget, work carried over to be completed in 14/15 year.

REPORTABLE CAPITAL INCOME VARIATIONS

***Transfers to Restricted Assets (Reserves) - Variance below budgeted expectations.***

Transfers to Reserves will occur in June for Onslow land sales, Lot 555 & Lot 556 Beadon Creek Rd, Onslow.

***Transfers from Restricted Assets (Reserves) - Variance below budgeted expectations.***

Transfer of \$1.5m for Housing project transferred early in the year. Other reserve transfers currently been reviewed basing on actual spending in the year.

## Acquisitions of Assets

### Capital Expenditure Progress Report at 31 May 2014

GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
<b>OFFICE OF CEO</b>							
<b>Staff Housing</b>							
097803	BC100	CAP - Airport House Onslow	0.00	0.00	0.00	0.00	0.00
097803	BC109	CAP - 335 First Ave Onslow	40,000.00	26,500.00	24,266.00	26,388.82	111.18
097803	BC127	CAP - 325 Third Ave Onslow	5,500.00	0.00	0.00	0.00	0.00
097803	BC136	CAP - 583 Third Ave Onslow	45,000.00	30,500.00	27,962.00	30,403.85	96.15
097803	BC163	CAP - 565 Brockman Ave Paraburdoo	2,500.00	1,500.00	1,375.00	0.00	1,500.00
097803	BC166	CAP - 571 Brockman Ave Paraburdoo	2,500.00	2,500.00	2,288.00	0.00	2,500.00
097803	BC169	CAP - 172 Hardy Ave Paraburdoo	32,500.00	20,000.00	18,444.00	11,854.33	8,145.67
097803	BC172	CAP - 39 Joffre Ave Paraburdoo	7,500.00	1,000.00	913.00	0.00	1,000.00
097803	BC175	CAP - 586 King Ave Paraburdoo	12,500.00	12,500.00	11,451.00	12,486.79	13.21
097803	BC178	CAP - 516 Lockyer Ave Paraburdoo	27,500.00	25,000.00	22,913.00	3,122.81	21,877.19
097803	BC181	CAP - 556 Margaret Ave Paraburdoo	2,500.00	1,499.00	1,364.00	0.00	1,499.00
097803	BC184	CAP - 90 Pilbara Ave Paraburdoo	2,500.00	1,000.00	913.00	0.00	1,000.00
097803	BC187	CAP - 56 Whaleback Ave Paraburdoo	22,500.00	22,500.00	20,603.00	24,514.32	(2,014.32)
097803	BC213	CAP - 178 Cassia St Tom Price	0.00	5,000.00	4,543.00	5,052.90	(52.90)
097803	BC216	CAP - 126 Cedar St Tom Price	0.00	3,400.00	3,102.00	3,429.91	(29.91)
097803	BC219	CAP - 215 Grevillea St Tom Price	10,000.00	8,000.00	7,304.00	1,281.20	6,718.80
097803	BC225	CAP - 1104B Jabbarup St Tom Price	0.00	49,000.00	44,913.00	53,538.76	(4,538.76)
097803	BC237	CAP - 17 Lilac St Tom Price	12,500.00	12,500.00	11,451.00	899.82	11,600.18
097803	BC240	CAP - 22 Lilac St Tom Price	15,000.00	1,000.00	913.00	704.00	296.00
097803	BC246	CAP - 758 Mungarra St Tom Price	0.00	0.00	0.00	226.62	(226.62)
097803	BC249	CAP - 98 Oleander St Tom Price	10,000.00	10,000.00	9,152.00	5,356.22	4,643.78
097803	BC252	CAP - 61 Pine St Tom Price	10,000.00	5,500.00	5,074.00	3,364.18	2,135.82
097803	BC255	CAP - 261 Poinciana St Tom Price	0.00	21,000.00	19,239.00	0.00	21,000.00
097803	BC258	CAP - 498 Sirus St Tom Price	0.00	3,300.00	3,025.00	3,294.07	5.93
097803	BC261	CAP - 1152 Tarwonga Crt Tom Price	25,000.00	20,000.00	18,326.00	0.00	20,000.00
097803	BC270	CAP - 1143 Yanagin Pl Tom Price	15,000.00	15,000.00	13,750.00	0.00	15,000.00
097800	BN144	Lot 394 Third Ave Onslow	2,100,000.00	0.00	0.00	0.00	0.00
			<b>2,400,500.00</b>	<b>298,199.00</b>	<b>273,284.00</b>	<b>185,918.60</b>	<b>112,280.40</b>
<b>Visitors Centre - Tom Price</b>							
139993		New Front Doors	0.00	0.00	0.00	0.00	0.00
139995		Asset Expansion Visitor Centre Land & Buildi	0.00	0.00	0.00	0.00	0.00
			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total</b>							
			<b>2,400,500.00</b>	<b>298,199.00</b>	<b>273,284.00</b>	<b>185,918.60</b>	<b>112,280.40</b>

## Acquisitions of Assets

### Capital Expenditure Progress Report at 31 May 2014

GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
<b>COMMUNITY DEVELOPMENT</b>							
<b>Care of Families &amp; Children</b>							
080300	BN455	Paraburdoo Child Care	1,500,000.00	1,799,999.50	939,999.75	77,167.50	1,722,832.00
			<b>1,500,000.00</b>	<b>1,799,999.50</b>	<b>939,999.75</b>	<b>77,167.50</b>	<b>1,722,832.00</b>
<b>Cultural Activities (East)</b>							
113004		Infrastructure - Christmas Decorations	17,000.00	17,548.00	16,071.00	17,547.72	0.28
113005		Furniture & Equipment	0.00	0.00	0.00	7,759.61	(7,759.61)
			<b>17,000.00</b>	<b>17,548.00</b>	<b>16,071.00</b>	<b>25,307.33</b>	<b>(7,759.33)</b>
<b>Public Halls - Civic Centre, Pavillion</b>							
110004		Furniture & Fittings	2,000.00	2,000.00	1,826.00	0.00	2,000.00
117323	BC325	CAP - Ashburton Hall Paraburdoo	55,917.00	55,655.00	51,007.00	655.00	55,000.00
117323	BC327	CAP - Civic Centre Area W Tom Price	12,483.00	14,481.84	13,266.00	2,481.84	12,000.00
117323	BC329	CAP - Community Centre (rear of library) Tom Price	150,955.00	150,955.00	138,369.00	21,343.27	129,611.73
			<b>221,355.00</b>	<b>223,091.84</b>	<b>204,468.00</b>	<b>24,480.11</b>	<b>198,611.73</b>
<b>Foreshore Areas - Onslow</b>							
112864	C012	Onslow Boardwalk - Refurbish	500,000.00	2,146.91	1,947.00	0.00	2,146.91
112860	C014	Osprey Nest	0.00	15,000.00	12,000.00	6,514.00	8,486.00
112860	C015	Front Beach Furniture	0.00	17,609.00	17,609.00	21,960.00	(4,351.00)
112860	GE015	Four Mile Creek Upgrade	204,800.00	497,999.99	456,467.00	219,601.36	278,398.63
			<b>704,800.00</b>	<b>532,755.90</b>	<b>488,023.00</b>	<b>248,075.36</b>	<b>284,680.54</b>
<b>Swimming Pool - Tom Price</b>							
113343	BC335	CAP - Vic Hayton Memorial Pool	36,769.00	36,768.84	33,693.00	23,177.21	13,591.63
116294		Office Equipment	600.00	600.00	550.00	890.00	(290.00)
			<b>37,369.00</b>	<b>37,368.84</b>	<b>34,243.00</b>	<b>24,067.21</b>	<b>13,301.63</b>
<b>Swimming Pool - Paraburdoo</b>							
112968	BC345	CAP - Paraburdoo Swimming Pool	2,305.00	2,305.00	2,112.00	0.00	2,305.00
			<b>2,305.00</b>	<b>2,305.00</b>	<b>2,112.00</b>	<b>0.00</b>	<b>2,305.00</b>
<b>Recreation Centre Tom Price</b>							
112855		Furniture & Equipment	0.00	0.00	0.00	19,043.67	(19,043.67)
			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,043.67</b>	<b>(19,043.67)</b>
<b>Other Recreation &amp; Sport</b>							
112774	C035	Tom Price/ Paraburdoo Cricket Nets	150,000.00	300,000.28	150,000.13	3,880.24	296,120.04
112774	C037	Meeka (Train) Park Construction	10,000.00	10,000.14	9,167.06	22,296.98	(12,296.84)
112774	C038	Bird Park, Tom Price	6,000.00	6,000.00	6,000.00	6,388.00	(388.00)
117343	BC366	CAP - Tennis Club Shelter	15,000.00	15,000.00	13,750.00	0.00	15,000.00
117343	BC352	CAP - Bowling Club/Fitness Building	0.00	368.58	319.00	10,180.26	(9,811.68)
113018		Sporting Precinct Upgrade - Onslow	44,500.00	44,499.54	44,499.54	49,767.02	(5,267.48)
113228	BC375	CAP - Sports Pavilion De Grey Rd Paraburdoo	41,080.00	41,080.00	37,653.00	15,106.52	25,973.48
113228	BC377	CAP - Tennis Club Shelter Paraburdoo	0.00	0.00	0.00	35.50	(35.50)
113014		Office Equipment	2,000.00	2,000.00	1,826.00	2,556.53	(556.53)
113230	BE352	Upgrade TP Gym & TP Bowling Club	55,275.00	55,275.49	50,644.00	26,027.74	29,247.75
113231	C070	Resurface Paraburdoo Tennis Courts	0.00	0.00	0.00	0.00	0.00
113234	C071	Sports Oval Shed Pannawonica	20,000.00	20,038.37	18,348.00	14,316.10	5,722.27
113234	GE023	Clem Thompson Oval Redevelopment	2,494,600.00	2,494,600.33	2,286,691.00	2,322,082.56	172,517.77
113234	GE024	Tom Price Sports Pavillion (New)	832,900.00	950,000.00	870,815.00	947,803.78	2,196.22
113234	GE026	CT Oval Redevelopment - Project Management Expenses	0.00	0.00	0.00	0.00	0.00
113234	GE027	TP Sport Precinct: Club & Facility Support	100,000.00	100,000.00	91,663.00	0.00	100,000.00
			<b>3,771,355.00</b>	<b>4,038,862.73</b>	<b>3,581,375.73</b>	<b>3,420,441.23</b>	<b>618,421.50</b>
<b>Malls</b>							
100050	C500	Paraburdoo Town Redevelopment	0.00	92,000.00	84,326.00	27,701.30	64,298.70
100050	C501	Paraburdoo Town Redevelopment	0.00	250,000.00	229,163.00	228,702.73	21,297.27
100051	GE014	Paraburdoo Town Redevelopment	1,209,325.00	1,209,325.00	1,108,536.00	22,135.26	1,187,189.74
100051	GE028	Para Town Revitalisation - Rio Projects	380,000.00	380,000.01	348,315.00	257,230.36	122,769.65
100051	GE029	Para Town Revitalisation - Rio Projects	0.00	4,265.56	3,905.00	4,265.56	0.00
100051	GE032	Para Town Revitalisation - Rio Projects	0.00	6,618.00	6,050.00	16,374.09	(9,756.09)
130105	C064	Para Town Revitalisation - Rio Projects	30,000.00	30,000.00	27,500.00	0.00	30,000.00
130106	C301	Paraburdoo Car Park Works	20,000.00	20,000.00	20,000.00	10,950.91	9,049.09
130106	C302	Paraburdoo Car Park Works	0.00	75,000.00	75,000.00	24,924.00	50,076.00
130106	C303	Paraburdoo Car Park Works	0.00	15,000.00	13,750.00	8,045.04	6,954.96
130106	GE033	Paraburdoo Car Park Works	0.00	5,000.00	4,576.00	0.00	5,000.00
			<b>1,639,325.00</b>	<b>2,087,208.57</b>	<b>1,921,121.00</b>	<b>600,329.25</b>	<b>1,486,879.32</b>
<b>Other Community Amenities</b>							
051984	C060	CCTV Tom Price & Paraburdoo	75,000.00	38,000.00	34,826.00	162.77	37,837.23
100031	C072	Entry Statement Onslow	10,000.00	10,000.00	0.00	813.01	9,186.99
100031	C073	Entry Statement Paraburdoo	10,000.00	10,000.00	0.00	0.00	10,000.00
100028		Asset New Other Community Furniture & Equip	28,500.00	28,500.00	26,125.00	0.00	28,500.00
107303		CAP - Bldg Prog/Other Community Amenities	0.00	0.00	0.00	0.00	0.00
			<b>123,500.00</b>	<b>86,500.00</b>	<b>60,951.00</b>	<b>975.78</b>	<b>85,524.22</b>
<b>Parks and Ovals</b>							
112744	C031	Upgrade Peter Sutherland Oval, Paraburdoo	30,000.00	30,000.00	27,489.00	26,476.31	3,523.69
112874	C057	Water Cooler Paraburdoo Skate Park	0.00	0.00	0.00	491.65	(491.65)
112874	C059	Fencing Tom Price Lions Park	55,000.00	55,000.00	55,000.00	11,027.87	43,972.13
113019		RSL Memorial Park - Tom Price	52,500.00	52,500.00	0.00	0.00	52,500.00
113040		Playground Upgrade (All Towns)	200,000.00	200,000.00	0.00	182,343.82	17,656.18
112740	C051	Area W Oval Power Board Upgrade	0.00	11,835.45	10,846.00	0.00	11,835.45
112741	C024	Works Prog Lions Park Construct Dog Exercise Area	10,000.00	10,000.00	0.00	52.13	9,947.87
112741	C047	Skate Park Tom Price	0.00	77,500.00	17,500.00	17,500.00	60,000.00
112741	C049	Onslow Waste Water Re-Use Scheme	70,000.00	70,000.00	0.00	0.00	70,000.00
112741	C053	Area W Master Plan	350,000.00	50,000.00	0.00	1,800.00	48,200.00
112741	C079	Basketball Courts Onslow (New)	0.00	0.00	0.00	0.00	0.00
112741	C300	Tom Price Skate Park Softfall & Lights	100,000.00	99,999.98	91,652.00	79,127.43	20,872.55
			<b>867,500.00</b>	<b>656,835.43</b>	<b>202,487.00</b>	<b>318,819.21</b>	<b>338,016.22</b>
<b>Library - Paraburdoo</b>							
112714		Furniture & Fittings	16,000.00	16,000.00	14,663.00	9,788.33	6,211.67
113838	BC400	CAP - Library Building	8,123.00	8,123.00	7,425.00	115.11	8,007.89
			<b>24,123.00</b>	<b>24,123.00</b>	<b>22,088.00</b>	<b>9,903.44</b>	<b>14,219.56</b>
<b>Library - Tom Price</b>							
115164		Furniture & Fittings	7,850.00	3,000.00	2,750.00	0.00	3,000.00
			<b>7,850.00</b>	<b>3,000.00</b>	<b>2,750.00</b>	<b>0.00</b>	<b>3,000.00</b>
<b>Total</b>			<b>8,916,482.00</b>	<b>9,509,598.81</b>	<b>7,475,689.48</b>	<b>4,768,610.09</b>	<b>4,740,988.72</b>

## Acquisitions of Assets

### Capital Expenditure Progress Report at 31 May 2014

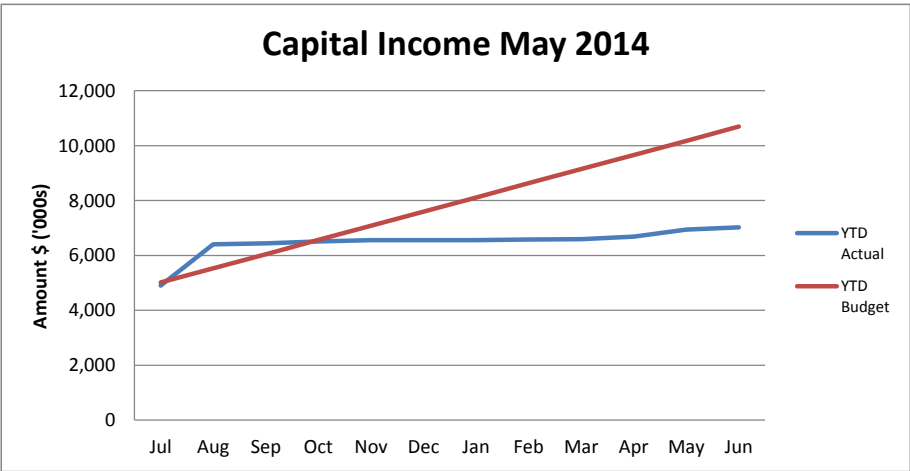
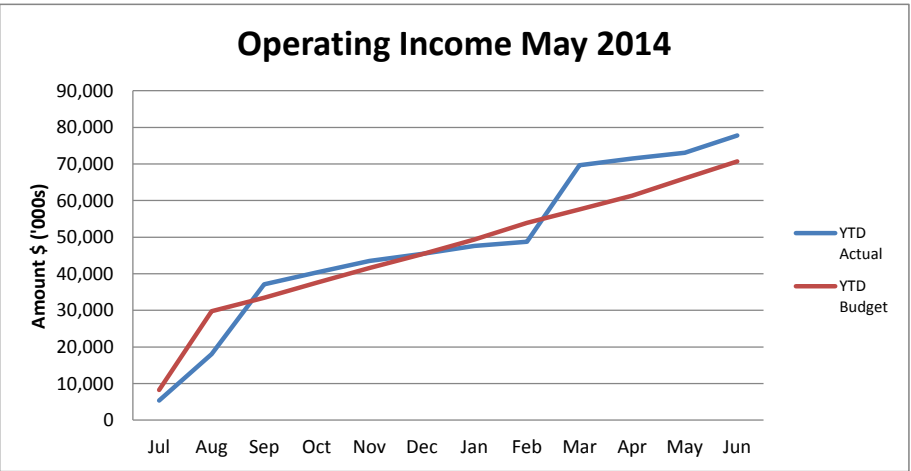
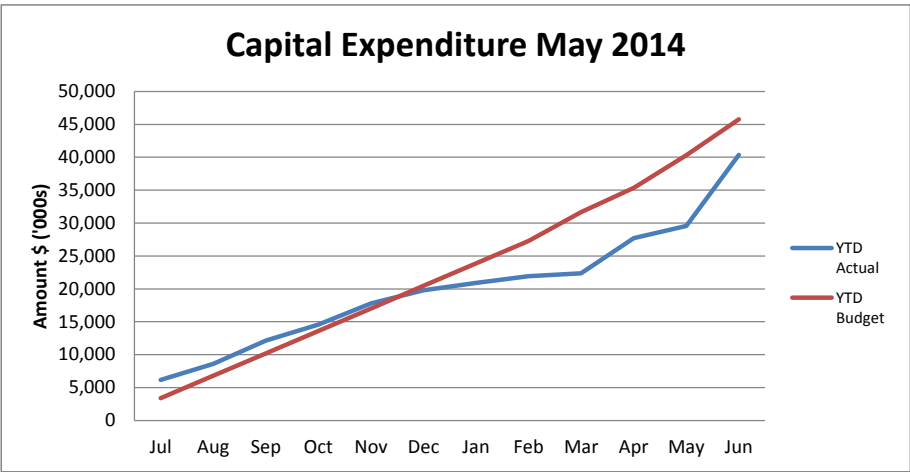
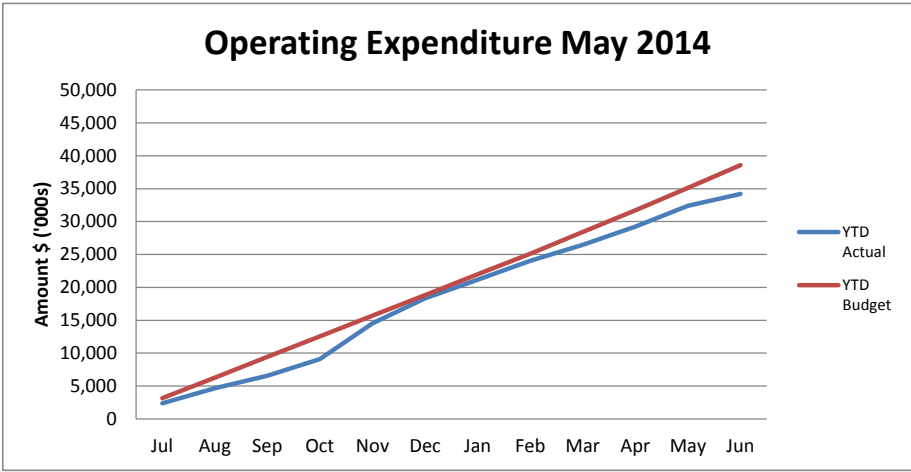
GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
<b>CORPORATE SERVICES</b>							
<b>Business Improvement</b>							
041501		Business Improvement Projects	288,500.00	90,000.00	82,500.00	78,520.30	11,479.70
			<b>288,500.00</b>	<b>90,000.00</b>	<b>82,500.00</b>	<b>78,520.30</b>	<b>11,479.70</b>
<b>Administration General - Tom Price &amp; Paraburdoo</b>							
045964		Furniture & Fittings	6,000.00	3,000.00	2,750.00	3,053.19	(53.19)
045984		Office Equipment	3,000.00	3,000.00	2,750.00	0.00	3,000.00
045966		Office Renovations - Tom Price	31,500.00	15,000.00	13,750.00	10,032.40	4,967.60
			<b>40,500.00</b>	<b>21,000.00</b>	<b>19,250.00</b>	<b>13,085.59</b>	<b>7,914.41</b>
<b>Administration General - Onslow</b>							
040364		Office Equipment	1,000.00	0.00	0.00	0.00	0.00
040365		Telecommunications Equipment - Onslow Office	0.00	42,000.00	38,500.00	67,390.42	(25,390.42)
040369	BC015	CAP - Bldg Prog/Administration Building Onslow	360,235.00	19,270.20	17,633.00	19,270.20	0.00
040369	FC015	Onslow Administration Bldg - Construction After Fire	0.00	130,000.00	119,163.00	192,287.20	(62,287.20)
040369	FD015	Onslow Administration Building - Fire Demolition/Clean-up	0.00	1,940.00	1,771.00	4,077.86	(2,137.86)
040374		Furniture & Fittings	0.00	0.00	0.00	1,432.34	(1,432.34)
			<b>361,235.00</b>	<b>193,210.20</b>	<b>177,067.00</b>	<b>284,458.02</b>	<b>(91,247.82)</b>
<b>Information Technology</b>							
042464		Computer Equipment	50,000.00	15,000.00	13,739.00	9,946.10	5,053.90
			<b>50,000.00</b>	<b>15,000.00</b>	<b>13,739.00</b>	<b>9,946.10</b>	<b>5,053.90</b>
<b>Cemeteries</b>							
100016		Onslow Cemetery Upgrade	0.00	4,850.00	4,444.00	4,890.00	(40.00)
100018		Toilets Onslow Cemetery	0.00	0.00	0.00	599.00	(599.00)
			<b>0.00</b>	<b>4,850.00</b>	<b>4,444.00</b>	<b>5,489.00</b>	<b>(639.00)</b>
<b>Total</b>			<b>740,235.00</b>	<b>324,060.20</b>	<b>297,000.00</b>	<b>391,499.01</b>	<b>(67,438.81)</b>
<b>DEVELOPMENT &amp; REGULATORY SERVICES</b>							
<b>Fire Prevention</b>							
051704		Fire Control Vehicles	0.00	108,126.00	99,110.00	422,657.99	(314,531.99)
			<b>0.00</b>	<b>108,126.00</b>	<b>99,110.00</b>	<b>422,657.99</b>	<b>(314,531.99)</b>
<b>Fire Brigades</b>							
051727		Asset New Fire Brigades Land & Buildings	0.00	0.00	0.00	0.00	0.00
			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Animal Control Eastern Sector</b>							
051734		Upgrade Dog Pound Tom Price	5,400.00	5,400.00	4,950.00	2,342.33	3,057.67
			<b>5,400.00</b>	<b>5,400.00</b>	<b>4,950.00</b>	<b>2,342.33</b>	<b>3,057.67</b>
<b>Animal Control Western Sector</b>							
051755		Upgrade - Onslow Dog Pound	110,000.00	50,163.00	45,980.00	5,200.00	44,963.00
			<b>110,000.00</b>	<b>50,163.00</b>	<b>45,980.00</b>	<b>5,200.00</b>	<b>44,963.00</b>
<b>Total</b>			<b>115,400.00</b>	<b>163,689.00</b>	<b>150,040.00</b>	<b>430,200.32</b>	<b>(266,511.32)</b>
<b>STRATEGIC &amp; ECONOMIC DEVELOPMENT</b>							
<b>Tourism &amp; Area Promotion Eastern Sector</b>							
134848	C600	Installation of Town Entry Signage	120,000.00	120,000.00	109,989.00	14,914.28	105,085.72
			<b>120,000.00</b>	<b>120,000.00</b>	<b>109,989.00</b>	<b>14,914.28</b>	<b>105,085.72</b>
<b>Tourism &amp; Area Promotion Onslow</b>							
134948	BC440	CAP - Onslow Sun Chalets	0.00	6,760.73	6,193.00	1,392.42	5,368.31
134255	BE438	Ocean View Caravan Park Upgrade	0.00	0.00	0.00	0.00	0.00
			<b>0.00</b>	<b>6,760.73</b>	<b>6,193.00</b>	<b>1,392.42</b>	<b>5,368.31</b>
<b>Museums</b>							
114619	BC410	CAP - Building Prog Onslow Museum	99,999.00	0.00	0.00	0.00	0.00
114630		Furniture & Equipment	0.00	0.00	0.00	1,952.91	(1,952.91)
			<b>99,999.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,952.91</b>	<b>(1,952.91)</b>
<b>Ocean View Caravan Park</b>							
134255	BC438	CAP - Ocean View Caravan Park	200,000.00	200,000.00	183,326.00	0.00	200,000.00
			<b>200,000.00</b>	<b>200,000.00</b>	<b>183,326.00</b>	<b>0.00</b>	<b>200,000.00</b>
<b>Tom Price Industrial Land Development</b>							
140154	W658	Boonderoo Subdivision/Survey expenses - Lot 350	31,500.00	15,000.00	13,750.00	4,588.00	10,412.00
140164	W661	Design & Plan expenses - Boonderoo Lot 350	100,000.00	10,000.00	9,163.00	0.00	10,000.00
140174	W654	Services Installation - Boonderoo LIA subdivision (Lot 350)	800,000.00	800,000.00	800,000.00	0.00	800,000.00
			<b>931,500.00</b>	<b>825,000.00</b>	<b>822,913.00</b>	<b>4,588.00</b>	<b>820,412.00</b>
<b>Tom Price Residential Land Development</b>							
140074	W652	Pilkana/Yaruga St - Subdivision	600,000.00	600,000.00	399,999.00	1,868.25	598,131.75
140077	C063	Purchase of "Lazy Land"	50,000.00	50,000.00	45,826.00	0.00	50,000.00
			<b>650,000.00</b>	<b>650,000.00</b>	<b>445,825.00</b>	<b>1,868.25</b>	<b>648,131.75</b>
<b>Onslow Industrial Development</b>							
147312		Subdivision Surveying & Plans	0.00	0.00	0.00	0.00	0.00
147315		Design & Plan Expenses	147,000.00	187,000.00	171,413.00	158,641.16	28,358.84
147318		Services Installation - Onslow Industrial Land	140,000.00	70,000.00	52,500.00	0.00	70,000.00
			<b>287,000.00</b>	<b>257,000.00</b>	<b>223,913.00</b>	<b>158,641.16</b>	<b>98,358.84</b>
<b>TV &amp; Radio Re-Broadcasting</b>							
113784		Broadcasting Equipment	0.00	8,000.00	7,326.00	4,492.51	3,507.49
			<b>0.00</b>	<b>8,000.00</b>	<b>7,326.00</b>	<b>4,492.51</b>	<b>3,507.49</b>
<b>Town Site Revitalisation - Eastern</b>							
041046		Office Equipment	35,000.00	35,000.00	32,076.00	12,798.51	22,201.49
			<b>35,000.00</b>	<b>35,000.00</b>	<b>32,076.00</b>	<b>12,798.51</b>	<b>22,201.49</b>
<b>Total</b>			<b>2,323,499.00</b>	<b>2,101,760.73</b>	<b>1,831,561.00</b>	<b>200,648.04</b>	<b>1,901,112.69</b>

## Acquisitions of Assets

### Capital Expenditure Progress Report at 31 May 2014

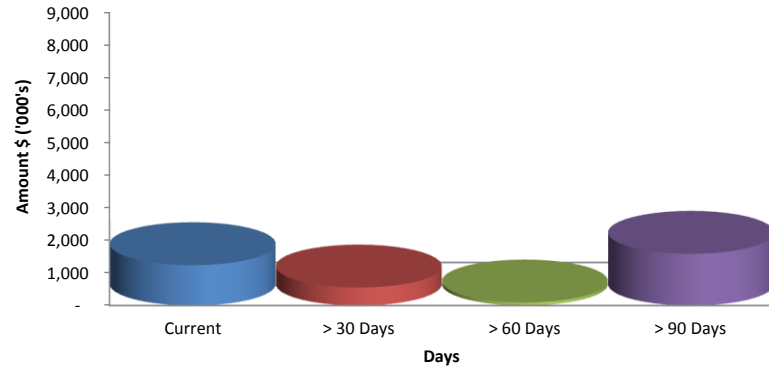
GL	Job	Description	Original Budget	Current Budget	Budget YTD	Spending YTD	Remaining Budget
<b>INFRASTRUCTURE</b>							
<b>Depots</b>							
127383	BC415	CAP - Depot Buildings Tom Price	0.00	12,000.00	12,000.00	0.00	12,000.00
127383	BC417	CAP - Depot Buildings Onslow	0.00	19,846.35	18,183.00	21,086.93	(1,240.58)
127383	BC419	CAP - Depot Buildings Paraburdoo	41,346.00	0.00	0.00	0.00	0.00
			<b>41,346.00</b>	<b>31,846.35</b>	<b>30,183.00</b>	<b>21,086.93</b>	<b>10,759.42</b>
<b>Road Plant Purchases</b>							
124954		Plant & Equipment Capital Expenditure	620,000.00	1,063,769.53	975,117.00	646,114.38	417,655.15
124964		Motor Vehicle	655,479.00	383,690.39	351,714.00	141,068.16	242,622.23
124966		Asset New Motor Vehicles Plant & Equipment	0.00	66,853.72	61,270.00	33,426.72	33,427.00
124956		Asset New Plant Plant & Equipment	175,000.00	183,000.00	167,750.00	26,113.83	156,886.17
			<b>1,450,479.00</b>	<b>1,697,313.64</b>	<b>1,555,851.00</b>	<b>846,723.09</b>	<b>850,590.55</b>
<b>Onslow Airport</b>							
120014	C400	Initial Expenses	0.00	0.00	0.00	0.00	0.00
120014	C401	Project Initiation	0.00	120,000.00	110,000.00	0.00	120,000.00
120014	C402	Airstrip Construction	8,247,520.00	10,014,907.00	9,180,281.00	9,869,404.19	145,502.81
120014	C403	Terminal Construction	5,778,601.00	5,212,302.00	4,777,916.00	4,814,318.60	397,983.40
120014	C404	Construction Camp	0.00	0.00	0.00	0.00	0.00
120014	C408	Screening Equipment & Conveyor system	1,200,000.00	1,000,000.00	916,663.00	102,246.77	897,753.23
120014	C410	Landside Facilities - PIP 3B	0.00	642,753.00	589,160.00	436,702.45	206,050.55
120014	C411	Water Main Diversion FAA	0.00	554,104.40	507,925.00	554,104.40	0.00
120014	C412	Instrument Approach FAA	0.00	7,789.00	7,139.00	7,788.54	0.46
120014	C413	PIP4 Emergency Services	0.00	0.00	0.00	16,923.71	(16,923.71)
120014	C414	Onslow Airport Outdoor Furniture	0.00	0.00	0.00	49,827.06	(49,827.06)
120015	C407	Emergency Evacuation Works - Wheatstone	0.00	10,405.38	9,537.00	11,545.68	(1,140.30)
			<b>15,226,121.00</b>	<b>17,562,260.78</b>	<b>16,098,621.00</b>	<b>15,862,861.40</b>	<b>1,699,399.38</b>
<b>Urban Stormwater Drainage</b>							
102388	GE022	Onslow Storm Surge Protection	0.00	0.00	0.00	0.00	0.00
124470	C151	Works Prog Paraburdoo Urban Drainage Reconstruct	600,000.00	600,000.00	299,999.99	20,358.76	579,641.24
124470	C157	Drainage Mctnce Program CCTV	70,000.00	70,000.00	56,000.00	30,773.73	39,226.27
			<b>670,000.00</b>	<b>670,000.00</b>	<b>355,999.99</b>	<b>51,132.49</b>	<b>618,867.51</b>
<b>Construction Streets, Roads, Bridges, Depots</b>							
124440	C251	Capital Construction Onslow Street Lighting	30,000.00	75,000.00	0.00	0.00	75,000.00
124440	C260	Capital Construction TP & Para Street Lighting	70,000.00	0.00	0.00	0.00	0.00
124441	C225	Construction of Cattle Grids	80,000.00	60,000.00	55,000.00	54,630.82	5,369.18
124441	C229	Onslow Access Ring Rd - Desgin & Prelim	500,000.00	5,133.00	4,686.00	49,975.65	(44,842.65)
124450	C218	Weano/Banjima Drive Prep 10Km for seal SLK 00-10	2,787,590.00	2,782,471.00	2,550,581.00	123,159.89	2,659,311.11
124450	C230	Juna Downs RD	0.00	0.00	0.00	0.00	0.00
124460	C208	Reseals	400,000.00	400,000.00	366,663.00	2,658.23	397,341.77
124460	C210	Construct & Seal Carpark - Lions Park	0.00	5,120.00	4,686.00	5,119.88	0.12
124460	C219	Waterwise Verges and Gardens	70,000.00	0.00	0.00	0.00	0.00
			<b>3,937,590.00</b>	<b>3,327,724.00</b>	<b>2,981,616.00</b>	<b>235,544.47</b>	<b>3,092,179.53</b>
<b>Maintenance Streets, Roads, Bridges, Depots</b>							
124659		Road Counters	10,000.00	2,000.00	1,826.00	1,999.78	0.22
			<b>10,000.00</b>	<b>2,000.00</b>	<b>1,826.00</b>	<b>1,999.78</b>	<b>0.22</b>
<b>Sanitation - General Refuse</b>							
100025		Plant & Equipment Capital Expenditure	8,750.00	8,750.00	8,019.00	0.00	8,750.00
100024	C002	Works Prog Paraburdoo Refuse Site Upgrade	50,000.00	0.00	0.00	0.00	0.00
100024	C004	Works Prog Onslow Refuse Site Upgrade	500,000.00	0.00	0.00	0.00	0.00
100026	C003	Works Prog Onslow Refuse Transfer Station	400,000.00	0.00	0.00	0.00	0.00
100036	C065	Onslow Tip Closure	100,000.00	3,715.00	3,399.00	21,520.00	(17,805.00)
100036	C075	Onslow Liquid Waste	60,000.00	60,000.00	55,000.00	3,350.70	56,649.30
100036	C076	Onslow Waste Site Project - Feasibility Project	0.00	110,000.00	100,826.00	77,868.10	32,131.90
			<b>1,118,750.00</b>	<b>182,465.00</b>	<b>167,244.00</b>	<b>102,738.80</b>	<b>79,726.20</b>
<b>Footpaths</b>							
124530	C100	Works Prog Dual Pathway Onslow (C)	275,000.00	0.00	0.00	0.00	0.00
124530	C101	Works Prog Dual Pathway Paraburdoo (C)	502,600.00	0.00	0.00	0.00	0.00
124530	C102	Works Prog Dual Pathway Tom Price (C)	385,170.00	0.00	0.00	0.00	0.00
			<b>1,162,770.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total</b>			<b>23,617,056.00</b>	<b>23,473,609.77</b>	<b>21,191,340.99</b>	<b>17,122,086.96</b>	<b>6,351,522.81</b>
<b>Total YTD Capital Expenditure at 31 May 2014</b>			<b>38,113,172.00</b>	<b>35,870,917.51</b>	<b>31,218,915.47</b>	<b>23,098,963.02</b>	<b>12,771,954.49</b>

Income and Expenditure Graphs

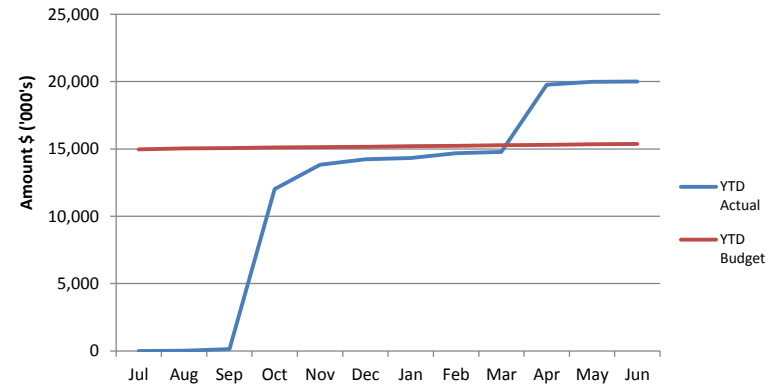


## Other Graphs

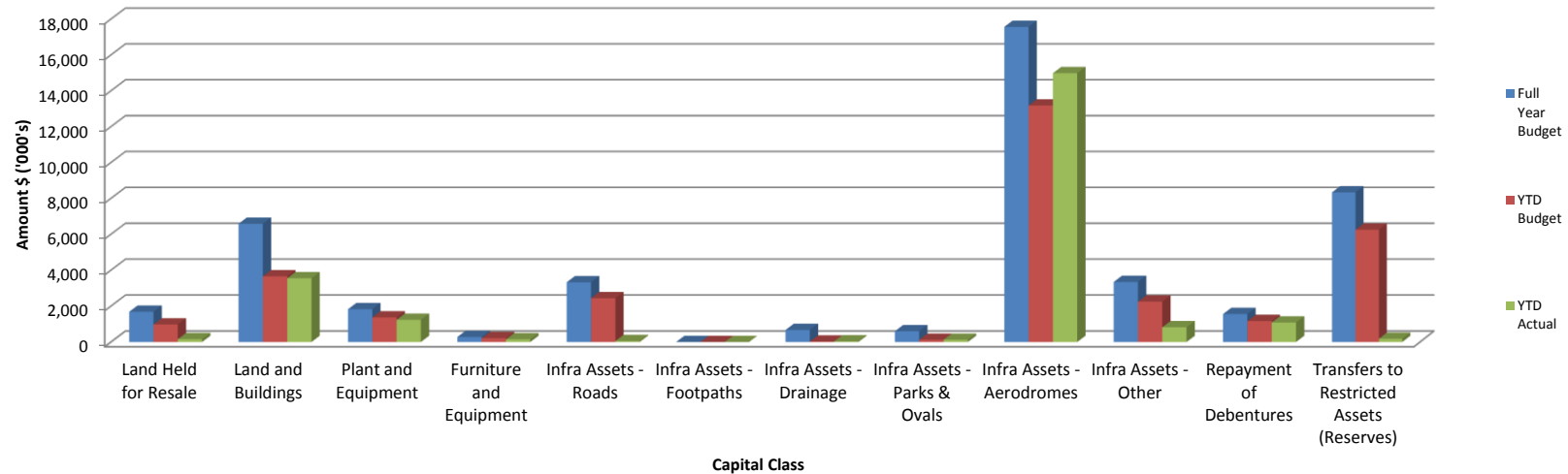
**Sundry Debtors Amount O/S June 2014**



**Current YTD Rates Income as at 30/06/14**



**Capital Expenditure - May 2014**





Private Works Register to 31 May 2014

		Costs		Income				
		31/05/2014		31/05/2014				
Private Works Job #		Financial Year Costs	Life To Date Private Works Costs	Financial Year Income	Life To Date Private Works Income			
#	Job Description	Costs	Costs	Income	Income	Profit/(Loss)	% Margin	Note
X001	Works Prog Private Works	31,537.61	233,811.13	6,150.70	488,576.34	254,765.21	108.96%	
X005	Private Works - Sealing Aggregate Production	0.00	0.00	0.00	0.00	0.00	0.00%	
X003	Kiss and Drop Tom Price	0.00	7,973.90	0.00	0.00	(7,973.90)	(100.00%)	
X004	Tom Price High School Car Park	0.00	0.00	0.00	0.00	0.00	0.00%	
X006	Private Works - Nameless Valley Aggregate	0.00	2,789.65	0.00	394,402.16	391,612.51	14038.05%	
X007	Nanutarra Munjina Rd	18,023.71	3,649,570.63	0.00	4,170,898.74	521,328.11	14.28%	
X008	Playground - Birds Park	0.00	8,802.00	0.00	0.00	(8,802.00)	(100.00%)	
X009	Private Works Nameless Valley Camp	1,934,942.51	6,318,461.25	2,122,448.73	7,179,630.98	861,169.73	13.63%	1
X010	Fortescue Falls Carpark	0.00	68,649.75	0.00	40,000.00	(28,649.75)	(41.73%)	
X011	P/Wks Mine Rd LIA Intersection Works	0.00	885,074.63	0.00	815,667.15	(69,407.48)	(7.84%)	
X012	Fuel Allocated to Contractors for Road Construction Jobs	0.00	88,162.86	0.00	56,058.44	(32,104.42)	(36.41%)	
X013	Rehabilitation works @ Bingham Road	0.00	17,558.18	0.00	73,500.00	55,941.82	318.61%	
X014	Maintenance Grading of RTIO Access Tracks	0.00	22,322.62	0.00	20,735.00	(1,587.62)	(7.11%)	
		0.00	0.00	0.00	27,736.01	27,736.01	0.00%	
		0.00	0.00	0.00	1,360.00	1,360.00	0.00%	
X017	P/Wks Hire of Road Sweeper	0.00	3,251.42	3,733.29	42,495.47	39,244.05	1206.98%	
X018	Onsolw Airport Aprol & Landing Node Extension	0.00	548,323.26	0.00	583,422.21	35,098.95	6.40%	
X019	Hamersley Gorge Works	170,314.40	1,610,656.68	284,269.18	1,620,447.39	9,790.71	0.61%	
X020	P/Wks Roadworks & Repairs Strothers Court Tom Price	0.00	0.00	0.00	140,000.00	140,000.00	0.00%	
X021	Pump Out Sewer TP Town Centre	0.00	0.00	0.00	0.00	0.00	0.00%	
X022	P/Wks RTIO - S Fortescue Borefields Road Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	
X023	P/Wks RTIO - White Quarts Road Maintenance	47,065.25	50,350.79	0.00	14,866.00	(35,484.79)	(70.48%)	
X024	P/Wks - RTIO LIA Acces Road Improvements	70,380.00	877,842.16	283,289.11	1,164,637.43	286,795.27	32.67%	
X025	P/Wks - Hire of Grade	0.00	0.00	0.00	18,802.68	18,802.68	0.00%	
X026	P/Wks RTIO - Paraburdoo Camp Road Drainage	0.00	152,752.96	0.00	174,195.20	21,442.24	14.04%	
X027	P/Wks - RTIO Western Turner	0.00	1,675.55	0.00	0.00	(1,675.55)	(100.00%)	
X028	P/Wks - BHPB Juna Downs Rd	0.00	958,184.30	0.00	1,034,700.94	76,516.64	7.99%	
X029	P/Wks - Grading WaterCorp Roads	0.00	13,193.60	0.00	6,696.00	(6,497.60)	(49.25%)	
X030	P/Wks - RTIO Paraburdoo Caravan Park	0.00	1,708,067.53	0.00	2,035,305.58	327,238.05	19.16%	
X031	P/Wks - Nameless Valley Camp Extension	0.00	0.00	0.00	0.00	0.00	0.00%	
X032	Onslow Airport Camp	2,193,835.24	4,641,662.66	2,335,209.06	4,947,271.72	305,609.06	6.58%	
X033	P/Wks Gregory Way Subdivision	111,851.99	926,132.61	131,903.29	1,115,863.54	189,730.93	20.49%	
X034	P/Wks - IBN Wakathuni & Bellary	1,740.07	24,974.90	0.00	30,425.55	5,450.65	21.82%	
X035	P/Wks - RTIO Marandoo Roads	0.00	6,275.59	0.00	6,312.50	36.91	0.59%	
X036	Gardening and Maintenance Work Exp	373.12	1,398.60	839.10	3,807.12	2,408.52	172.21%	
X037	P/Wks BHPB - GNH/Coondewanna Intersection Upgrade	63,196.79	84,316.79	85,145.00	85,145.00	828.21	0.98%	
X038	Private Works - DEC & DSD	1,274.61	19,605.56	0.00	20,161.93	556.37	2.84%	
X039	Karingal Car Park	555,155.42	555,155.42	927,821.07	927,821.07	372,665.65	67.13%	
X040	P/Wks to Wombat Crossing	12,142.41	12,142.41	31,032.87	31,032.87	18,890.46	155.57%	
	Road works funded by external sources							
C202	Nameless Valley Road Preliminaries							
C203	Nameless Valley Road Construction	5,211,833.13	23,499,139.39	6,211,841.40	27,271,975.02	3,772,835.63	16.06%	
C230	Juna Downs RD							

Notes:

- \* The Life To Date figures provided in this report are effective from 1 July 2009. Council commenced using SynergySoft in the 2007/08 financial year but did not commence utilising the Works Costing (Job) Ledger fully until the 2009/10 financial year.

Profit/Loss Summary

	Income	Expense	Profit/(Loss)
2013/14	6,211,841.40	5,211,833.13	1,000,008.27
2012/13	8,109,538.42	6,861,800.49	1,247,737.93
2011/12	5,097,443.07	5,097,391.14	51.93
2010/11	4,311,179.42	4,627,557.97	(316,378.55)
2009/10	3,541,972.71	1,700,556.66	1,841,416.05
	<u>27,271,975.02</u>	<u>23,499,139.39</u>	<u>3,772,835.63</u>

Notes:

- The negative outcome for the Nameless Valey Camp is due to numerous allocations/recoveries for usage of the Camp not being processed and the Camp is not expected to make a profit as we brought the units from Millstream and set them up here to help cater for works like the Town Centre. Unfortunately we still pay rental on Camp

# LIST OF PAYMENTS FOR JUNE 2014

## Municipal Payments

Chq/EFT	Date	Name	Description	Amount
EFT25422	05/06/2014	ALISON WEST	Reimbursement for refreshments purchase	266.10
EFT25423	05/06/2014	ALLARD ENGINEERING SERVICES	Build and deliver osprey nest to Onslow	4572.70
EFT25424	05/06/2014	AUSTRAL POOL SOLUTIONS	Pool equipment purchase	434.50
EFT25425	05/06/2014	Abco Products	Various cleaning products	2676.09
EFT25426	05/06/2014	All Rid Pest Management	Ant treatment to village green	676.50
EFT25427	05/06/2014	Andrew Glenn Cattle Co	Accommodation during grading of the Ashburton Downs Road	11745.67
EFT25428	05/06/2014	Austral Mercantile Collections Pty Ltd	Legal expenses for rate debt collection	2522.96
EFT25429	05/06/2014	BINNING PTY LTD	Semi water cart hire for Banjima road project	24140.00
EFT25430	05/06/2014	Blockbuster Mount Lawley - Empire City	Purchase of new DVDs for the Onslow library	630.00
EFT25431	05/06/2014	CENTURION TRANSPORT CO PTY LTD	Freight costs	6324.16
EFT25432	05/06/2014	CHILDREN'S SERVICES SUPPORT UNIT	Refund overpayment due to lease ending	6500.00
EFT25433	05/06/2014	CLEVER PATCH PTY LTD	Purchase of craft items for Shire libraries	521.40
EFT25434	05/06/2014	COATES HIRE - ONSLOW	Hire of equipment	1995.95
EFT25435	05/06/2014	COVS PARTS PTY LTD	Various auto parts	54.89
EFT25436	05/06/2014	Cabcharge Australia	Taxi fares for Councillors and staff	1042.77
EFT25437	05/06/2014	DICE SOLUTIONS	Repair transmitter problem with WIN	434.50
EFT25438	05/06/2014	DREADS CONTRACTING	Asses, fix and repair driveway Onslow property	1048.30
EFT25439	05/06/2014	David Gray & Company	Supply 240 litre green bins	2463.56
EFT25440	05/06/2014	Department of Parks and Wildlife	Order of parks passes for Visitors Centre	1980.00
EFT25441	05/06/2014	Dingo De Construction	Hire of water truck and operator for Tom Price landfill	508.75
EFT25442	05/06/2014	E & MJ Rosher Pty Ltd	Supply of various auto parts	764.30
EFT25443	05/06/2014	ERA CONTRACTORS	Repairs and maintenance to electrical equipment at Onslow Sun Chalets	143.00
EFT25444	05/06/2014	FLEET FITNESS	Servicing of gym equipment	1217.44
EFT25445	05/06/2014	FORCE POWER PTY LTD	Service and repair electrical equipment at various locations in Tom Price	7246.80
EFT25446	05/06/2014	GREENACRES TURF GROUP	Supply and install turf	90200.00
EFT25447	05/06/2014	Home Hardware Karratha	Hardware items for MPC building repairs and maintenance	599.63
EFT25448	05/06/2014	IN MARIA'S KITCHEN	In Maria's Kitchen Catering for the 20th-22nd & 27 May 2014 Shire staff training	526.90
EFT25449	05/06/2014	J. Blackwood & Son Limited	Various cleaning products	3785.40
EFT25259	21/05/2014	J. Blackwood & Son Limited	Various cleaning products	322.70
EFT25450	05/06/2014	JR & A Hersey Pty Ltd	Various Shire merchandise for airport	291.21
EFT25451	05/06/2014	Josh Byrne And Associates	Design and Specifications of Osprey Nest at Four Mile Creek	638.00
EFT25452	05/06/2014	KI EQUIPMENT HIRE PTY LTD	Onslow fuel station fuel for week ending 25.05.14	1563.20
EFT25453	05/06/2014	Kleenheat Gas	Gas products for May 14	192.56
EFT25454	05/06/2014	LGMA (WA) DIVISION	Registration for North West Conference 29th-30th May 2014 for S. Van Buerle	545.00
EFT25455	05/06/2014	Landmark Products Limited	Supply of 2 roof all steel shelters	24156.00
EFT25456	05/06/2014	MCDOWALL AFFLECK PTY LTD	Engineering services for Paraburdoo stormwater drainage upgrade	6820.00
EFT25457	05/06/2014	MOBILE CAMPS AUSTRALIA PTY LTD	Transportable accommodation hire for Banjima Drive project	30030.00
EFT25458	05/06/2014	MONADELPHOUS GROUP	Refund of overpayment building application	261.00
EFT25459	05/06/2014	MOTORPASS	Motorpass fuel for May 2014	543.68
EFT25460	05/06/2014	MUZZYS HARDWARE - RED DAWN ENTERPRISES PTY LTD T/A	Various hardware supplies	1782.06
EFT25461	05/06/2014	OAKS HOTEL AND RESORT	Oaks Hotels and Resorts -accommodation for A. Broocker & L. Lukale to attend Environmental Health conference in Broome 9-12 June 2014	1109.00
EFT25462	05/06/2014	Onslow Nursery & Garden Centre	Supply of seedlings	199.00
EFT25463	05/06/2014	Pegi Williams Book Shop	Purchase of books for Shire libraries	871.43
EFT25464	05/06/2014	Pilbara Mechanical Services	Service, tyres and parts for Shire vehicles and equipment	689.29
EFT25465	05/06/2014	Pilbara Motor Group	Auto parts for Shire vehicles and equipment	218.32
EFT25466	05/06/2014	Pritchard Francis P/L	Structural engineering requirements for osprey nest at Four Mile, Onslow	1155.00
EFT25467	05/06/2014	RED WEST PTY LTD T/A REDDOG TOOLS	Tools and equipment	709.00
EFT25468	05/06/2014	REI Super	Superannuation contributions	1004.04
EFT25469	05/06/2014	Rio Tinto - Pilbara Iron Company Services Pty Ltd	Electricity charges for April 2014	3241.98
EFT25470	05/06/2014	Sigma Chemicals	Supply of chemicals	1820.50
EFT25471	05/06/2014	Sinewave Electrical Contractors	Install lighting towers at the Clem Thompson oval	4180.00
EFT25472	05/06/2014	Staples Australia Pty Limited	Purchase for office supplies and equipment	398.00
EFT25473	05/06/2014	TOM PRICE BETTA ELECTRICAL	Purchase of heater for records department	174.65
EFT25474	05/06/2014	Tenderlink.com	Charges for RFT 07/14 provision of fire fighting services at Onslow Airport	165.00
EFT25475	05/06/2014	TollFast	Freight charges May 2014	1566.97
EFT25476	05/06/2014	Tom Price Tyres	Service, tyres and repairs to Shire vehicles and equipment	180.18
EFT25477	05/06/2014	Total Eden Pty Ltd	Supply of water solutions and treatment products	1109.90
EFT25478	05/06/2014	WA Library Supplies	Purchase of stationery and library supplies	521.30
EFT25479	05/06/2014	WEST COAST LINING SYSTEMS	Transport and supply fabricated liner	6041.20
EFT25480	05/06/2014	WEST POINT TILING	Repair and replacement of tiles and shire office reception	8140.00
EFT25481	05/06/2014	Westaintree Pty Ltd t/as COLLINS BOOKSELLER SOUTHLANDS	Purchase of new books for Shire libraries	1297.74
EFT25482	05/06/2014	Whelans	Car park strategy and laneway planning	652.19
EFT25483	06/06/2014	Horizon Power	Construction costs L16 Onslow Road, Onslow	418957.89

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EFT25484	10/06/2014 MUZZYS HARDWARE - RED DAWN ENTERPRISES PTY LTD T/A	Various hardware, garden, and household items	256.25
EFT25485	10/06/2014 PUMP TECHNOLOGY SERVICES PTY LTD	Purchase of pump	1368.40
EFT25486	10/06/2014 Perth Audiovisual - Royal Pride Pty Ltd	Replacement part for equipment	125.00
EFT25494	12/06/2014 A D Bloem	Travel costs reimbursement for travel to council meeting 20/05 - 22/05	946.56
EFT25495	12/06/2014 AIT Specialists Pty Ltd	Fuel Tax Credit & review January 2014	4052.84
EFT25496	12/06/2014 ANL Lighting	Purchase of lights	7739.55
EFT25497	12/06/2014 ARCHIVEWISE	Purchase of boxes for archive	17.15
EFT25498	12/06/2014 ARLO BRAGG	Reimbursement for purchase of diesel	60.06
EFT25499	12/06/2014 Abco Products	Various cleaning and maintenance products	1614.75
EFT25500	12/06/2014 Allerdig And Associates	SAT appeal for 341 and 342 Second Avenue Onslow matter	4253.70
EFT25501	12/06/2014 Australian Taxation Office - PAYG	Monthly PAYG withholding for large withholders	192965.96
EFT25502	12/06/2014 BASEFIELD PTY LTD - K.SWEETMAN FAMILY TRUST	Refund for twice paid building application	610.00
EFT25503	12/06/2014 BINNING PTY LTD	Plant and equipment hire for work on the Banjima Drive	46575.00
EFT25504	12/06/2014 BT Equipment	Purchase of filter kits	698.59
EFT25505	12/06/2014 Budget Car and Truck Rental	Car rental for T. Davis and J. Kelly to attend meetings	427.30
EFT25506	12/06/2014 CENTURION TRANSPORT CO PTY LTD	Freight charges for various items	887.62
EFT25507	12/06/2014 COVS PARTS PTY LTD	Various auto parts	295.01
EFT25508	12/06/2014 Chantelle Salmeri	Research Shire of Ashburton Records to locate acquittal reports for the Onslow MPC	100.00
EFT25509	12/06/2014 Child Support Agency	Payroll deductions	555.78
EFT25510	12/06/2014 Coates Hire Operations Pty Ltd (TP)	2 months hire of one set of mobile traffic lights	2750.00
EFT25511	12/06/2014 DAMPIER PORT AUTHORITY	Lease payment for Perth offices 10/06 - 09/07	1427.71
EFT25512	12/06/2014 DATACOM SYSTEMS (W.A) P/L	Progress claim	12872.76
EFT25513	12/06/2014 DIRECT TRADES SUPPLY P/L	Supply of Sprinklers	904.00
EFT25514	12/06/2014 David Gray & Company	Supply of Herbicide	1576.68
EFT25515	12/06/2014 Denver Technology	Microsoft Windows Server updates	11363.15
EFT25516	12/06/2014 Dingo De Construction	Watering of roads, and hire of equipment	15669.50
EFT25517	12/06/2014 FEBRIVILLE PTY LTD	Deposit for purchase of shade equipment	8500.80
EFT25518	12/06/2014 FORCE POWER PTY LTD	Various electrical work and maintenance	4920.85
EFT25519	12/06/2014 Fortuna Free Formers	Supply of building materials	1915.78
EFT25520	12/06/2014 Fuji Xerox Australia Pty Ltd	Rental/Lease cost for Shire printer devices	7498.39
EFT25521	12/06/2014 GARTH RIDER	Reimbursement for parking costs	134.00
EFT25522	12/06/2014 GLH CONTRACTING	Dry hire of caravan 01/05/2014 - 31/05/2014	1705.00
EFT25523	12/06/2014 HAYS SPECIALIST RECRUITMENT AUSTRALIA PTY LTD	D. Ward wages costs	6049.91
EFT25524	12/06/2014 Hitachi Ltd	Various auto/mechanical parts	2862.20
EFT25525	12/06/2014 INFRASTRUCTURE SERVICES GROUP	Refund of invoice paid twice	1160.00
EFT25526	12/06/2014 INITIAL HYGIENE / PINK HYGIENE SOLUTIONS	Service of sanitary disposal units	1825.19
EFT25527	12/06/2014 IT Vision Australia Pty Ltd	Staff training costs	242.00
EFT25528	12/06/2014 J. Blackwood & Son Limited	Various hardware items	406.88
EFT25529	12/06/2014 JOSHUA Wynyard	Refund for hire of Shire facility	180.00
EFT25530	12/06/2014 JR & A Hersey Pty Ltd	Staff uniforms and protective wear	616.77
EFT25531	12/06/2014 K2 Enterprises Pty Ltd	Payment for specialty cleaning services	1960.75
EFT25532	12/06/2014 KEITH PEARSON	Local government consultancy services	2190.10
EFT25533	12/06/2014 KI EQUIPMENT HIRE PTY LTD	Payment for Fuel for Onslow fuel station	2796.73
EFT25534	12/06/2014 KINETIC COPYWRITING	Copywriting assistance May 14 council meeting media releases	445.50
EFT25535	12/06/2014 LGMA (WA) DIVISION	N & K. Hartley - LGMA 2014 North West Conference dinner	170.00
EFT25536	12/06/2014 LYONS & PEIRCE KARRATHA	Plumbing services	2976.12
EFT25537	12/06/2014 Landmark Engineering and Design	Supply of security products	149.60
EFT25538	12/06/2014 Lo-Go Appointments	Wages for Ocean view caravan park managers	16943.30
EFT25539	12/06/2014 MACDONALD JOHNSTON ENGINEERING COMPANY	Purchase of filter kits	77.22
EFT25540	12/06/2014 Mercure Hotel Perth	Accommodation costs for C. Fernandez, L. Rumble & N. Hartley	723.00
EFT25541	12/06/2014 Onslow Sun Chalets	Accommodation costs for C. Fernandez & P. Foster	785.00
EFT25542	12/06/2014 PETER FOSTER	Travel expenses for the OCM 20/05 - 22/05	1859.59
EFT25543	12/06/2014 PILBARA ACCESS PTY LTD	Progressive invoice 8-ON Temporary Fencing around temporary office	1120.79
EFT25544	12/06/2014 PILBARA FOOD SERVICES P/L	Refreshment supplies	184.60
EFT25545	12/06/2014 PILBARA INSTITUTE	Staff training costs for D. Walker	101.02
EFT25546	12/06/2014 Pagoda Resort and Spa	Accommodation costs for L. Johns to attend training	673.50
EFT25547	12/06/2014 Paraburdoo IGA	Purchase of refreshments for Paraburdoo office	94.94
EFT25548	12/06/2014 Pilbara Mechanical Services	Various automotive parts and repairs	212.85
EFT25549	12/06/2014 Protector Alsafe	Various personal protective equipment for staff members	810.79
EFT25550	12/06/2014 QUALITY PRESS	Staff business Cards	1082.40
EFT25551	12/06/2014 RAY WHITE EXMOUTH	Staff housing rental charges	44984.71
EFT25552	12/06/2014 ROZWAY SIGNS	Supply of aluminium reflective sign	539.00
EFT25553	12/06/2014 Rio Tinto - Pilbara Iron Company Services Pty Ltd	Electricity charges	13334.92
EFT25554	12/06/2014 Royal Wolf Trading	Transportable accommodation hire for Onslow airport and Nameless Valley camp	155073.03
EFT25555	12/06/2014 Rydges Hotel Perth - UNIR Hotels PTY LTD	Accommodation for staff training in Perth	1093.00
EFT25556	12/06/2014 SAS Locksmiths	Supply of locks for various Shire properties	2260.63
EFT25557	12/06/2014 SETON AUSTRALIA	First aid supplies	9.92
EFT25558	12/06/2014 SOA Depot Social Club	Payroll deductions	30.00
EFT25559	12/06/2014 SOUTHERN CROSS JETS	Refund of double payment of invoice	374.00
EFT25560	12/06/2014 ST JOHN AMBULANCE TOM PRICE	Shire of Ashburton - St John Ambulance Tom Price	70.00

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EFT25562	12/06/2014	Simmone Van Buerle	Reimbursement for accommodations costs	870.00
EFT25563	12/06/2014	Sinewave Electrical Contractors	Maintenance and supply of electrical service and products	2558.67
EFT25564	12/06/2014	StarTrack Retail Pty Ltd	Freight costs	262.27
EFT25565	12/06/2014	TERESA LEE	Refund for incorrect payment	120.00
EFT25566	12/06/2014	Tenderlink.com	Public Tender Advertising	165.00
EFT25567	12/06/2014	Toll Ipec Pty Ltd	Freight costs	11524.54
EFT25568	12/06/2014	Tom Price Hotel Motel	Accommodation and refreshments for M. May & L. Thomas	775.00
EFT25569	12/06/2014	Tom Price Tyrepro	Supply of tyres and various automotive parts and services	4061.15
EFT25570	12/06/2014	Trisley's Hydraulic Services P/L	Supply of chemicals	1617.00
EFT25571	12/06/2014	URBAN FOUNTAINS & FURNITURE P/L	Purchase and maintenance of water fountains	11660.00
EFT25572	12/06/2014	WALGA - WA LOCAL GOV. ASSOC.	Advertising costs for various projects	2759.05
EFT25573	12/06/2014	WASTE MANAGEMENT ASSOCIATION OF AUSTRALIA	Renewal notice for subscription	365.00
EFT25574	12/06/2014	WEST POINT TILING	Supply and maintenance of tiling work at Shire properties	9100.00
EFT25575	12/06/2014	Westaintree Pty Ltd t/as COLLINS BOOKSELLER SOUTHLANDS	Purchase of new books for the Tom Price Library	669.43
EFT25576	12/06/2014	Westrac Pty Ltd	Parts, service and repairs	1790.05
EFT25577	17/06/2014	Confidential Item	Legal settlement for Bonderoo subdivision as per instructions/deed settlement issued by Lavan Legal	200000.00
EFT25578	19/06/2014	100% Satisfaction	Handyman repairs at various locations	460.00
EFT25579	19/06/2014	A.V. SMARTHOMES PTY LTD	Supply and install power to motorized screen and other electrical work at Tom Price High School	17354.04
EFT25580	19/06/2014	AIT Specialists Pty Ltd	Monthly Fuel Rebate calculations as required for BAS	951.06
EFT25581	19/06/2014	ALCOLIZER PTY LTD	Alcolizer Wall Mount Annual Service & Maintenance	1089.00
EFT25582	19/06/2014	Abco Products	Various cleaning products	170.63
EFT25583	19/06/2014	Austral Mercantile Collections Pty Ltd	Commission and charges for debt collection for Rates and Debtors	448.93
EFT25584	19/06/2014	Australian Communications & Media Authority	Licence renewal for Onslow	224.00
EFT25585	19/06/2014	BLUE FORCE PTY LTD	Security services for Onslow	1225.50
EFT25586	19/06/2014	BOC Gases	Gas products	375.55
EFT25587	19/06/2014	BUTT OUT AUSTRALIA PTY LTD	Safety bins for smokers discarded cigarettes to place at Shire recreation facilities	440.00
EFT25588	19/06/2014	Baileys Fertilisers	Supply of fertilizer	484.00
EFT25589	19/06/2014	Bob Waddell Consultant	June assistance with budgets and audits	297.00
EFT25590	19/06/2014	Bunnings Group	Supply of safe heavy duty gate hinges for Lions park	139.65
EFT25591	19/06/2014	CASTLEDINE GREGORY	Legal costs	2676.74
EFT25592	19/06/2014	CENTURION TRANSPORT CO PTY LTD	Freight charges	1505.61
EFT25593	19/06/2014	COATES HIRE - ONSLOW	Equipment hire in Onslow	18260.00
EFT25594	19/06/2014	COVS PARTS PTY LTD	Automotive parts	191.82
EFT25595	19/06/2014	Cabcharge Australia	Cab charge for staff training and management meetings in Perth	975.70
EFT25596	19/06/2014	Cancer Council WA	Donation money collected from casual Friday	228.30
EFT25597	19/06/2014	Centrel Pty Ltd T/A BP Reliance Petroleum	Fuel costs and tank hire for Onslow Airport and Tom Price	47253.23
EFT25598	19/06/2014	Cherratta Lodge	Accommodation for D. Wilkes	220.00
EFT25599	19/06/2014	Christie ParkSafe	Replacement parts for BBQ's at recreational locations	6427.30
EFT25600	19/06/2014	City Barn	Animal supplies for Ranger division	1877.76
EFT25601	19/06/2014	Civic Legal Pty Ltd	Legal costs in association with Wittenoom	988.57
EFT25602	19/06/2014	DATAKOM SYSTEMS (W.A) P/L	Progress claim for computer and server updates	56821.04
EFT25603	19/06/2014	DEFENCE HOUSING AUSTRALIA	Rates refund for assessments overpayment	719.31
EFT25604	19/06/2014	DENISE GALLANAGH WOOD	Reimbursement of relocation costs	8164.00
EFT25605	19/06/2014	DICE SOLUTIONS	Electrical work and maintenance	5240.95
EFT25606	19/06/2014	DIRECT TRADES SUPPLY P/L	Supply of line marking products	538.06
EFT25607	19/06/2014	DRAWING BOARDS	Deposit payment for school holiday program workshop in July.	850.00
EFT25608	19/06/2014	DREADS CONTRACTING	Installation of osprey nest at Four Mile Creek & maintenance to aged care units	2198.02
EFT25609	19/06/2014	DVA FABRICATIONS	Purchase of furniture for Pannawonica library	530.00
EFT25610	19/06/2014	Dingo De Construction	Hire of water truck and operator for Tom Price landfill burn	1933.25
EFT25611	19/06/2014	Doughlas Dias	Councillor travel allowance for fuel and km's travelled to attend meetings	1766.31
EFT25612	19/06/2014	E & MJ Rosher Pty Ltd	Purchase of genset and other various auto products	10298.15
EFT25613	19/06/2014	ECO GROWTH	Chemicals	985.82
EFT25614	19/06/2014	EMILY MURPHY T/A EM MEDIA & EVENTS	EM Workshops and concert in Tom Price and Paraburdoo for the July School Holidays programme	10716.20
EFT25615	19/06/2014	ERA CONTRACTORS	Repair and installation of electrical products at various locations in Onslow	4669.36
EFT25616	19/06/2014	ESS THANLANYJI P/L	Man-days for May 2014, water supplies for the camp, and cleaning costs for Ocean View facilities	60866.30
EFT25617	19/06/2014	Ess Gumula Pty Ltd - Rocklea Palms	Lunch for Paraburdoo CHUB Working Group Meeting	160.05
EFT25618	19/06/2014	FORCE POWER PTY LTD	Various electrical work and maintenance at Tom Price Shire locations	4704.70
EFT25619	19/06/2014	FOXTEL MANAGEMENT PTY LTD - ONSLOW - 8796587	Foxtel Service for Onslow Aerodrome Camp	6703.50
EFT25620	19/06/2014	FOXTEL MANAGEMENT PTY LTD - TOM PRICE - 8796454	Foxtel Service for Nameless Valley Camp	5160.00
EFT25621	19/06/2014	Fuji Xerox Australia Pty Ltd	A4 paper supply for Tom Price administration building	45.98
EFT25622	19/06/2014	GSK AIRCONDITONING & REFRIGERATION	Supply and installation of air conditioners at various Shire properties	22777.70

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EFT25622	19/06/2014	GSK AIRCONDITIONING & REFRIGERATION	Supply and installation of air conditioners at various Shire properties	22777.70
EFT25623	19/06/2014	HQ MANAGEMENT	Provide tender support for the procurement of construction services for the repair and upgrade of stormwater drainage in Paraburdoo	4197.60
EFT25624	19/06/2014	Horizon Power	Electricity costs for locations in Onslow	2855.93
EFT25625	19/06/2014	ICONIC WATER SOLUTIONS PTY LTD	Supply of hydrochloric acid and sodium	204.95
EFT25626	19/06/2014	IN MARIA'S KITCHEN	Catering for staff training 10th - 12th June	239.10
EFT25627	19/06/2014	ISS Integrated Services Pty Ltd	Supermarket supplies from Pannawonica	319.40
EFT25628	19/06/2014	Intouch Public Relations	Communication and engagement plan and framework development for SOA and RTIO partnership	7691.20
EFT25629	19/06/2014	J. Blackwood & Son Limited	Provision of cleaning supplies	1690.03
EFT25630	19/06/2014	JR & A Hersey Pty Ltd	Various hardware items	883.79
EFT25631	19/06/2014	Jtagz Pty Ltd	Lifetime Dog Registration Tags	258.50
EFT25632	19/06/2014	KEITH PEARSON	Local government consultancy services	2202.20
EFT25633	19/06/2014	KI EQUIPMENT HIRE PTY LTD	Onslow fuel station	876.75
EFT25634	19/06/2014	Karratha International Hotel	Accommodation N. Hartley 9/06 - 10/06/2014	300.00
EFT25635	19/06/2014	Karratha Smash Repairs	Repairs to front windscreen insurance claim excess	495.00
EFT25636	19/06/2014	Komatsu Australia Pty Ltd	Parts and service	881.12
EFT25637	19/06/2014	L. J. Hooker	Rental payments for Shire properties in Tom Price	9821.32
EFT25638	19/06/2014	LISA HANNAGAN	Broome LGMA Conference accommodation and registration	1167.00
EFT25639	19/06/2014	LYONS & PEIRCE KARRATHA	Plumbing works and maintenance at various locations	6605.50
EFT25640	19/06/2014	Landgate	Mining tenement charges	682.86
EFT25641	19/06/2014	Lo-Go Appointments	Wages and salaries costs for Ocean View Caravan Park managers	7380.78
EFT25642	19/06/2014	MICHAEL DUNNE - Mower man	Bleeding chooks, mowing and rubbish control for May 14	485.00
EFT25643	19/06/2014	MODUS COMPLIANCE P/L	Final design, compliance reports and certification for Osprey Nest at Four Mile Creek and ablution block at Onslow cemetery	726.00
EFT25644	19/06/2014	MUZZYS HARDWARE - RED DAWN ENTERPRISES PTY LTD T/A	Various hardware items	873.15
EFT25645	19/06/2014	Modern Teaching Aids Pty Ltd	Purchase of craft items for programs run at Shire libraries	673.97
EFT25646	19/06/2014	NORWEST REFRIDGERATION SERVICES	Service and installation of air conditioning units in Tom Price	1100.85
EFT25647	19/06/2014	Nexus WA	Freight for library	114.75
EFT25648	19/06/2014	Nintirri Neighbour Centre Inc	Volunteer Hub - set up and launch costs	635.38
EFT25649	19/06/2014	ONSITE RENTAL GROUP OPERATIONS (WA) (Statewide Equip Hire)	Hire of equipment for various jobs at various locations	399.30
EFT25650	19/06/2014	ONSLow LAUNDRY SERVICE	Linen hire & laundry fees for May 2014	2676.50
EFT25651	19/06/2014	Officeworks Superstores Pty Ltd	Stationary items	122.77
EFT25652	19/06/2014	Onslow General Store	General grocery supplies for May 14	1525.85
EFT25653	19/06/2014	Our Community Pty Ltd	Funding centre membership for staff	400.00
EFT25654	19/06/2014	P & M AUTOMOTIVE EQUIPMENT	Repairs to four post hoist at depot	1680.20
EFT25655	19/06/2014	PILBARA FOOD SERVICES P/L	Personal hygiene products	389.62
EFT25656	19/06/2014	Paraburdoo IGA	Purchase of magazines for the Tom Price Library	97.75
EFT25657	19/06/2014	Pilbara Mechanical Services	Tyre repairs to Shire vehicles and machinery	605.00
EFT25658	19/06/2014	Pilbara Motor Group	Various vehicle parts and service for Shire plant	4011.46
EFT25659	19/06/2014	Protector Alsafe	Safety equipment and uniforms	321.15
EFT25660	19/06/2014	QUALITY PRESS	Business Cards for staff and management	541.20
EFT25661	19/06/2014	RED'S CLEANING WA	Cleaning services at Ocean View Caravan Park	1330.00
EFT25662	19/06/2014	Rio Tinto - Pilbara Iron Company Services Pty Ltd	Electricity costs for Nameless Valley camp and other Shire properties	8764.58
EFT25663	19/06/2014	Royal Wolf Trading	Accommodation hire for Nameless Valley Camp and Onslow airport	58182.58
EFT25664	19/06/2014	SETON AUSTRALIA	First aid supplies and safety products	3419.84
EFT25665	19/06/2014	ST JOHN AMBULANCE TOM PRICE	Car First Aid kit for Shire vehicles	130.00
EFT25666	19/06/2014	Sarah Wilson	Reimbursement for parking and fuel in Karratha	188.06
EFT25667	19/06/2014	Staples Australia Pty Limited	A3 Laminator for Tom Price Administration Office	146.97
EFT25668	19/06/2014	StarTrack Retail Pty Ltd	Freight charges	549.82
EFT25669	19/06/2014	TALIS CONSULTANTS PTY LTD	Site selection and feasibility study of Onslow Waste Management Facility	9900.00
EFT25670	19/06/2014	The Shell Company of Australia Ltd	Fuel costs and tank hire	21889.18
EFT25671	19/06/2014	The Workwear Group - Neat and Trim	Uniforms for staff members of the Shire	4730.75
EFT25672	19/06/2014	Thrifty Car Rental	Rent Car for D. Wilkes 11-18 May 2014	362.34
EFT25673	19/06/2014	Toll Ipec Pty Ltd	Freight costs	23.29
EFT25674	19/06/2014	Tom Price Hotel Motel	Accommodation Tom Price hotel for Cr K. White	271.50
EFT25675	19/06/2014	Tom Price Tyrepro	Service on Shire vehicles	3127.70
EFT25676	19/06/2014	Total Eden Pty Ltd	Supply of Modula Unit	214.69
EFT25677	19/06/2014	Trick Electricks Pty Ltd	Investigate power supply issues at Ocean View Caravan Park	297.39
EFT25678	19/06/2014	WA Library Supplies	Purchase of new shelving for Shire libraries	1883.90
EFT25679	19/06/2014	WALGA - WA LOCAL GOV. ASSOC.	Marketforce advertising costs for various positions and tenders	13518.54
EFT25680	19/06/2014	WEST POINT TILING	Tiling projects at Shire properties	7227.00
EFT25681	19/06/2014	WILL BOYZ	Wristbands for NAIRDOC week	2029.50
EFT25682	19/06/2014	Water 2 Water	Replacing parts for water dispenser	25.30
EFT25683	19/06/2014	Western Australian Treasury Corporation	Interest, capital, and guarantee fee payment on loan 119	13451.16
EFT25684	19/06/2014	Westprint Heritage Maps P/L	Purchase of local history for Pannawonica	112.05
EFT25685	19/06/2014	Westrac Pty Ltd	Various automotive and mechanical parts	771.91



## LIST OF PAYMENTS FOR JUNE 2014

			0.00
EFT25686	26/06/2014 100% Satisfaction	Replacement Metal Gate	2585.00
EFT25687	26/06/2014 A D Bloem	Travel expenses to attend council meeting	157.76
EFT25688	26/06/2014 AERO ASSOCIATES	1x White 12ft Windsock + Delivery	201.00
EFT25689	26/06/2014 AJB SUPERANNUATION FUND	Superannuation contributions	1258.94
EFT25690	26/06/2014 AMP Corporate Superannuation (SuperLeader)	Superannuation contributions	1328.90
EFT25691	26/06/2014 AMP Flexible Lifetime Super	Superannuation contributions	1417.48
EFT25692	26/06/2014 ANL Lighting	Lighting accessories and supplies	1579.55
EFT25693	26/06/2014 ANN EYRE	Travel expenses to attend council meeting	564.80
EFT25694	26/06/2014 ARCHIVEWISE	Archiving boxes	151.76
EFT25695	26/06/2014 AUSTRALIA POST	Postal costs for Tom Price, Pannawonica and Onslow for the month of May	1176.01
EFT25696	26/06/2014 Abco Products	Cleaning products	7606.24
EFT25697	26/06/2014 All Rid Pest Management	Pest control to rid the ants from Doug Talbot Park	275.00
EFT25698	26/06/2014 Australian Drug Foundation	Purchase of vision goggles for the Onslow Road User Group. The money has been claimed as a grant from WALGA and placed into our grant account 125018. This is the expenditure for these funds.	1100.00
EFT25699	26/06/2014 Australian Super	Superannuation contributions	5682.25
EFT25700	26/06/2014 BJ & A Building and Maintenance	Repairs for the floor in the Community Centre in Tom Price.	1103.30
EFT25701	26/06/2014 BONNIE'S CATERING SERVICES	Catering for Onslow Community Information Session	1108.01
EFT25702	26/06/2014 BT - SUPERWRAP PERSONAL SUPER PLAN	Superannuation contributions	169.52
EFT25703	26/06/2014 BT Financial Group	Superannuation contributions	256.88
EFT25704	26/06/2014 BT SUPER FOR LIFE	Superannuation contributions	411.02
EFT25705	26/06/2014 BT SUPER FOR LIFE	Superannuation contributions	209.20
EFT25706	26/06/2014 BT SUPER FOR LIFE	Superannuation contributions	1036.30
EFT25707	26/06/2014 BT SUPER FOR LIFE	Superannuation contributions	456.00
EFT25708	26/06/2014 BT SUPER FOR LIFE	Superannuation contributions	387.92
EFT25709	26/06/2014 BT SUPER FOR LIFE	Superannuation contributions	205.20
EFT25710	26/06/2014 BT SUPER FOR LIFE	Superannuation contributions	411.02
EFT25711	26/06/2014 BUSS (Queensland) Pty Ltd	Superannuation contributions	422.56
EFT25712	26/06/2014 BUTT OUT AUSTRALIA PTY LTD	Safety smoker ashtray, butt collection items	2215.42
EFT25713	26/06/2014 Birubi Art Pty Ltd	Merchandise for Pannawonica Naidoc week 2014	2082.36
EFT25714	26/06/2014 Blockbuster Mount Lawley - Empire City	Purchase of new DVDs for the Paraburdoo public library	655.00
EFT25715	26/06/2014 Bob Waddell Consultant	Assistance with budget review April and June	148.50
EFT25716	26/06/2014 Bunnings Group	Hardware goods	1310.00
EFT25717	26/06/2014 CASTLEDINE GREGORY	Legal expenses	910.80
EFT25718	26/06/2014 CLEVER PATCH PTY LTD	Purchase of craft supplies for Library	624.36
EFT25719	26/06/2014 CONCEPT ONE THE INDUSTRY SUPERANNUATION FUND	Superannuation contributions	456.00
EFT25720	26/06/2014 Care Super Pty Ltd	Superannuation contributions	3053.59
EFT25721	26/06/2014 Cbus Super	Superannuation contributions	2258.50
EFT25722	26/06/2014 Cecilia Fernandez	Travel expenses to attend council meeting	1126.60
EFT25723	26/06/2014 Centrel Pty Ltd T/A BP Reliance Petroleum	Fuel for Onslow airport	28904.79
EFT25724	26/06/2014 Child Support Agency	Payroll deductions	555.78
EFT25725	26/06/2014 Colonial First State FirstChoice Employer Super	Superannuation contributions	422.56
EFT25726	26/06/2014 Commonwealth Essential Super - Tine Colle	Superannuation contributions	197.47
EFT25727	26/06/2014 Crush	Artwork and printing of brochures for Tom Price 2014	9886.25
EFT25728	26/06/2014 DAMPIER PORT AUTHORITY	Rent for Perth Office 10/07 - 09/08 2014	1427.71
EFT25729	26/06/2014 Dean and Jane Hathaway Superfund	Superannuation contributions	451.10
EFT25730	26/06/2014 Dell Computer Ltd	Purchase of new equipment	12852.40
EFT25731	26/06/2014 Denver Technology	Renewal and purchase of additional computer security programmes	11883.05
EFT25732	26/06/2014 Dingo Promotions	Supply of polo shirt uniforms	116.27
EFT25733	26/06/2014 E & MJ Rosher Pty Ltd	Automotive equipment and repair	196.90
EFT25734	26/06/2014 ERA CONTRACTORS	Repair and diagnostic of electrical equipment	735.90
EFT25735	26/06/2014 ESS Eastern Guruma Pty Ltd - Windawarri Lodge	Catering for staff training 27th May 2014	188.32
EFT25736	26/06/2014 ESS THANLANYJI P/L	Man-days for April 2014	58871.74
EFT25737	26/06/2014 EmPlus	Superannuation contributions	177.29
EFT25738	26/06/2014 FORCE POWER PTY LTD	Electrical repairs and diagnostic at various locations	3253.80
EFT25739	26/06/2014 Fuji Xerox Australia Pty Ltd	Contract rental agreement payments	1139.56
EFT25740	26/06/2014 GHD PTY LTD	Professional engineering and drafting services in respect of the preparation of standard detail plans for the Shire of Ashburton.	5406.50
EFT25741	26/06/2014 GLH CONTRACTING	Total of works invoiced for Progress claim 4 & 5 following audit of works to date.	17160.00
EFT25742	26/06/2014 HAYS SPECIALIST RECRUITMENT AUSTRALIA PTY LTD	Wages for D. Ward and K. Parks	7269.23
EFT25743	26/06/2014 HOSTPLUS Superannuation Fund	Superannuation contributions	2371.29
EFT25744	26/06/2014 HQ MANAGEMENT	RFDS Feasibility study business case.	15537.78
EFT25745	26/06/2014 HUB 24 SUPER FUND	Superannuation contributions	545.40
EFT25746	26/06/2014 Hesta Super Fund	Superannuation contributions	1120.70
EFT25747	26/06/2014 Hitachi Ltd	Mechanical service and repair	1568.58
EFT25748	26/06/2014 IP CAMERAS AUSTRALIA PTY LTD	Maintenance for CCTV Sports Oval, building areas to prevent vandalism in Onslow	5203.00
EFT25749	26/06/2014 ISS Integrated Services Pty Ltd	Fuel and service	72.01
EFT25750	26/06/2014 IT Vision Australia Pty Ltd	Synergy Soft upgrade, May release and assistance with Rates	1540.00
EFT25751	26/06/2014 Ironcat Tyres	Tyres for Shire equipment	2420.00
EFT25752	26/06/2014 J. Blackwood & Son Limited	Purchase of perishables for staff kitchen	713.45
EFT25753	26/06/2014 JON TAPPER	Reimbursement	152.83

## LIST OF PAYMENTS FOR JUNE 2014

EFT25754	26/06/2014 JR & A Hersey Pty Ltd	Staff safety uniforms	164.83
EFT25755	26/06/2014 Jason Signmakers	Supply of signage, including street signage	189.20
EFT25756	26/06/2014 KEITH PEARSON	Local government consultancy services	2057.00
EFT25757	26/06/2014 KI EQUIPMENT HIRE PTY LTD	Diesel fuel supply	415.14
EFT25758	26/06/2014 Kinetic Superannuation Ltd	Superannuation contributions	274.01
EFT25759	26/06/2014 Kleenheat Gas	Gas for Ocean View Caravan Park	320.98
EFT25760	26/06/2014 Komatsu Australia Pty Ltd	Travel to Millstream and carry out 2000 hr service and repairs	5703.29
EFT25761	26/06/2014 LESTOK TOURS PTY LTD	Lestok bus transfers for staff and councillors to airport and return	496.00
EFT25762	26/06/2014 LGIS Property	Refund due to double payment received	37676.10
EFT25763	26/06/2014 LYONS & PEIRCE KARRATHA	Connect up mobile camp at Hamersley Rd	2332.00
EFT25764	26/06/2014 Landgate	Land enquiries	25.00
EFT25765	26/06/2014 Lo-Go Appointments	Wages for G. BIFFIN	2738.78
EFT25766	26/06/2014 MACDONALD JOHNSTON ENGINEERING COMPANY	Service and Parts	81.42
EFT25767	26/06/2014 MCMAHON BURNETT TRANSPORT	Freight costs	651.21
EFT25768	26/06/2014 MEDIA MONITORS PTY LTD	Assist in information in relation to media and communications	931.49
EFT25769	26/06/2014 MOBILE CAMPS AUSTRALIA PTY LTD	Supply of mobile camp accommodation for Banjima Drive reconstruction project	19965.00
EFT25770	26/06/2014 MOONLIGHT BAY SUITES	Accommodation for D. Wilkes for 28 - 30 May	699.00
EFT25771	26/06/2014 MTAA Superannuation Fund	Superannuation contributions	411.00
EFT25772	26/06/2014 MUZZYS HARDWARE - RED DAWN ENTERPRISES PTY LTD T/A	Various hardware items	5680.82
EFT25773	26/06/2014 Manning Pavement Services Pty Ltd	Contract civil works at IGA car park Paraburdoo. Box out and repair drainage trench at Paraburdoo Car park	25872.00
EFT25774	26/06/2014 Morley Mower Centre	Supply of Sthil hand and garden tools	1080.00
EFT25775	26/06/2014 NAMELESS JARNDUNMUNHA FESTIVAL	Nameless phone book sale payment	1520.00
EFT25776	26/06/2014 NAOMI SACKVILLE	Refund for dog kennel fee	17.00
EFT25777	26/06/2014 NORTH - Generations Personal Super Plan	Superannuation contributions	1347.38
EFT25778	26/06/2014 NTC Contracting	Grader hire for flood repair works on Old Onslow Road, hourly hire rate \$215 works estimated at 8 hours.	2956.25
EFT25779	26/06/2014 Nationwide Oil - Transpacific	Collection of waste oil from SOA tip sites (Tom Price, Paraburdoo & Onslow) for the month of June 2014.	1136.30
EFT25780	26/06/2014 Nationwide Superannuation Fund	Superannuation contributions	241.60
EFT25781	26/06/2014 Office Choice Malaga	Supply of stationary and office equipment	2470.18
EFT25782	26/06/2014 Onslow Tyre Service	Repairs, service and new tyres for Shire vehicles	1750.90
EFT25783	26/06/2014 PILBARA FOOD SERVICES P/L	Refreshments for Shire administration building	89.55
EFT25784	26/06/2014 PILBARA INSTITUTE	Staff training courses	6509.90
EFT25785	26/06/2014 PROTECTOR FIRE SERVICES PTY LTD	Service of fire equipment at Shire locations in Onslow, Tom Price and Paraburdoo	19707.67
EFT25786	26/06/2014 Paraburdoo IGA	Communication Board for Ashburton Hall	75.58
EFT25787	26/06/2014 Paraburdoo Medical Centre	Flue wax for Shire staff	172.60
EFT25788	26/06/2014 Pilbara Mechanical Services	Tyre repairs and mechanical service of vehicles	333.30
EFT25789	26/06/2014 Pilbara Motor Group	Service and repair of Shire vehicles	458.94
EFT25790	26/06/2014 Protector Alsafe	Staff uniforms and protective equipment	187.74
EFT25791	26/06/2014 Q Super	Superannuation contributions	1060.45
EFT25792	26/06/2014 REI Super	Superannuation contributions	1004.04
EFT25793	26/06/2014 ROZWAY SIGNS	Onslow Camp Sign 2m x 1.5m double sided as per quote 25.03.14	1403.60
EFT25794	26/06/2014 Rest Superannuation	Superannuation contributions	4057.57
EFT25795	26/06/2014 Royal Wolf Trading	Transportable accommodation hire April - June 2014	112739.72
EFT25796	26/06/2014 SAS Locksmiths	Supply of sliding door locks and cylinder locks	1827.02
EFT25797	26/06/2014 SELECT CONCEPTS	Install and build performance stage	17326.10
EFT25798	26/06/2014 SIGNATURE SUPER	Superannuation contributions	870.89
EFT25799	26/06/2014 SOA Depot Social Club	Payroll deductions	30.00
EFT25800	26/06/2014 SYBA SIGNS	Vinyl lettering starter pack	125.40
EFT25801	26/06/2014 Sigma Chemicals	Supply 20 Drums Sodium Hydroxide	308.00
EFT25802	26/06/2014 South West Fire Solutions	Supply of dry chemical fire extinguisher for the Sport Pavilion in Tom Price.	192.50
EFT25803	26/06/2014 Statewide Superannuation	Superannuation contributions	518.30
EFT25804	26/06/2014 Sunsuper	Superannuation contributions	2687.09
EFT25805	26/06/2014 TALIS CONSULTANTS PTY LTD	Provision of consultancy services for the site selection and feasibility study of Onslow Waste Management Facility	51145.60
EFT25806	26/06/2014 THE CARPENTER AND TONKIN SUPERANNUATION FUND	Superannuation contributions	291.71
EFT25807	26/06/2014 TOM PRICE BETTA ELECTRICAL	Purchase of new fridge for Paraburdoo Admin and Library Building	1129.00
EFT25808	26/06/2014 TRANSCOAST HOLDINGS PTY LTD T/A EVENT FURNITURE SALES	Supply grey plastic stacking chairs	2520.00
EFT25809	26/06/2014 The Perth Mint Australia	Supply 20 Citizenship Coins	117.21
EFT25810	26/06/2014 The Workwear Group - Neat and Trim	Uniform for Annwen Pettit	481.40
EFT25811	26/06/2014 Toll Ipec Pty Ltd	freight	2898.57
EFT25812	26/06/2014 Tom Price Fire & Rescue	Donation to Fire and Rescue Services	1000.00
EFT25813	26/06/2014 Tom Price Tyrepro	Supply of new tyres, repairs to existing and mechanical service of vehicles	4613.98
EFT25814	26/06/2014 Tom Price Tyres	Supply of new tyres and repairs to existing	5548.41
EFT25815	26/06/2014 Tom Price Volunteer Bush Fire Brigade	Donation to Tom Price Volunteer Bush Fire Brigade	500.00
EFT25816	26/06/2014 VICI PTY LTD	Supply of first aid bum bag kit	341.00
EFT25817	26/06/2014 WA Library Supplies	Supplies for Tom Price library	880.00
EFT25818	26/06/2014 WA Local Government Super Plan	Superannuation contributions	59093.36

## LIST OF PAYMENTS FOR JUNE 2014

EFT25819	26/06/2014	WALGA - WA LOCAL GOV. ASSOC.	Advertising expense through Marketforce for tenders, vacant positions, and policy amendments	2968.44
EFT25820	26/06/2014	WINNING BUSH GYMKHANA INC	Yearly donation	500.00
EFT25821	26/06/2014	Water 2 Water	12 month contract for supply of water to kitchen in Shire Office in Paraburdoo	69.00
EFT25822	26/06/2014	Westaintree Pty Ltd t/as COLLINS BOOKSELLER SOUTHLANDS	Postage and handling charges for library supplies	21.25
EFT25823	26/06/2014	Westrac Pty Ltd	Various parts and mechanical repairs	4737.83
EFT25824	26/06/2014	Whelans	Confirm surveyed boundaries of lot 3001 (caravan park) to verify if old pump shed is on land owned by 3rd party	1705.00
EFT25825	27/06/2014	Austral Mercantile Collections Pty Ltd	Commission and charges	396.00
EFT25826	27/06/2014	Heatcraft Australia Pty Ltd	Parts and service of air conditioner	1147.36
EFT25827	27/06/2014	Pilbara Motor Group	Purchase of two new Hilux vehicles	47163.78
EFT25828	27/06/2014	SGS	Effluent testing	236.06
EFT25829	27/06/2014	STEVE O'NEILL	Reimbursements of phone bill due to being used for work purposes	677.48
EFT25830	27/06/2014	Sigma Chemicals	Hydrochloric acid, algae control and pallet skid	669.30
EFT25827	21/05/2014	Sigma Chemicals	Dry Acid 25kg (Plastic Heat Sealed bags only)	3615.51
EFT25831	27/06/2014	T F Woollam & Son PTY LTD	Final payment of tender	30007.95
EFT25832	27/06/2014	WEST POINT TILING	Bathroom renovation at Shire property.	5302.00
<b>Total</b>				<b>2834330.04</b>

## Municipal Cheques

CHQ/EFT	Date	Name	Description	Amount
27605	05/06/2014	C. Munro Contractors	Various maintenance and repairs in Onslow	7169.21
27606	05/06/2014	Graham Palmer	Refunding overpayment	25.00
27608	05/06/2014	North Tom Price Primary School	Annual donation for 2013/14	1161.70
27609	05/06/2014	Onslow Primary School	Annual donation for 2013/14	1076.20
27610	05/06/2014	PARABURDOO PRIMARY SCHOOL	Annual donation for 2013/14	1152.40
27611	05/06/2014	Pannawonica Primary School	Annual donation for 2013/14	1067.70
27612	05/06/2014	Shire of Ashburton	Planning application payment	294.00
27613	05/06/2014	Tom Price Central Primary School	Annual donation for 2013/14	1183.40
27614	05/06/2014	Tom Price Senior High School	Annual donation for 2013/14	1234.00
27615	05/06/2014	Water Corporation	Water consumption for Onslow properties	13566.11
27616	06/06/2014	Horizon Power	Electricity charges for Onslow properties March to May 2014	41458.53
27617	12/06/2014	Fortescue Junior Football League	Yearly donation for the Fortescue junior football league	500.00
27618	12/06/2014	HARVEY NORMAN Osbourne Park	Purchase of electrical oven	1699.00
27619	12/06/2014	Onslow Sports Club	Hire of the Onslow Sports Club and refreshment supply for a Community Information Session	564.00
27620	12/06/2014	Shire of Ashburton	Building permit application payment	305.00
27621	12/06/2014	Shire of Ashburton (Payroll Deductions)	Payroll deductions	1095.01
27622	12/06/2014	TELSTRA	telephone costs	11760.59
27623	12/06/2014	Tom Price Womens Softball Assoc	Yearly donation for sporting club	420.00
27624	12/06/2014	Water Corporation	Water usage charges	386.78
27625	19/06/2014	C. Munro Contractors	Plumbing repairs maintenance and service in Onslow	4184.25
27626	19/06/2014	COMMODITE RESOURCES PTY LTD	Rates refund for assessment overpayment	6540.55
27627	19/06/2014	D-TRANS	Supply of dog trailer with living quarters	25900.00
27628	19/06/2014	MULGA MINERALS PTY LTD	Rates refund for assessment overpayment	585.01
27629	19/06/2014	Posties General Store	Paper account	527.50
27630	19/06/2014	TELSTRA	telephone costs	572.84
27631	19/06/2014	Water Corporation	Water usage and rates	36808.33
27632	26/06/2014	Asgard Superannuation	Superannuation contributions	274.01
27633	26/06/2014	C. Munro Contractors	Emptying of portable toilets	365.75
27634	26/06/2014	Commonwealth Personal Superannuation	Superannuation contributions	1046.62
27635	26/06/2014	IOOF SUPERANNUATION	Superannuation contributions	3966.12
27636	26/06/2014	MLC SUPER	Superannuation contributions	387.92
27637	26/06/2014	NAIDOC DARTS	Donation for trophy night and bib	1000.00
27638	26/06/2014	PFS Nominees Ltd	Superannuation contributions	905.81
27639	26/06/2014	Shire of Ashburton (Payroll Deductions)	Payroll deductions	1080.02
27640	26/06/2014	Shire of Ashburton (Petty Cash)	Refresh of petty cash balance	284.85
27641	26/06/2014	Telstra Super Pty Ltd	Superannuation contributions	475.38
27642	26/06/2014	Tom Price Arts and Crafts Society	Donation for first arts and craft exhibition	500.00
27643	26/06/2014	UNISUPER	Superannuation contributions	845.05
27644	26/06/2014	Water Corporation	Water usage charges and rates	2818.49
27645	26/06/2014	Wildlife Sanctuary	Yearly donation	500.00
<b>Total</b>				<b>175687.13</b>

## Trust Payments

CHQ/EFT	Date	Name	Description	Amount
EFT25487	11/06/2014	BJK Publishing & Photography	Sale of photography prints for May 2014	640.50
EFT25488	11/06/2014	EMMA SELBY	Reimbursement of bond return of Shire property	15.00
EFT25489	11/06/2014	Frank Richardson	Sale of photography prints for May 2014	871.20
EFT25490	11/06/2014	Integrity Coach Lines (Aust) P/L	Coach services for May	914.60
EFT25491	11/06/2014	JOEL CANNING	Reimbursement of bond return of shire property	15.00
EFT25492	11/06/2014	LESTOK TOURS PTY LTD	Gorge tours for May	1291.50
EFT25493	11/06/2014	Tom Price Teeball Association	Reimbursement of bond for return of shire property	80.00



## LIST OF PAYMENTS FOR JUNE 2014

202733	11/06/2014	DEANNE COWLAND	Refund of bond for key, venue, and alcohol permit	1100.00
202734	11/06/2014	Shire of Ashburton	Commissions for the month of April and facilities key deposit forfeit from E. Callaghan	182.00
202735	11/06/2014	Builders Registration Board of WA	BRB levy collected for the month of April	9626.93
202736	11/06/2014	Construction Training Fund	CITF levy collected for the month of April	20785.13
202737	11/06/2014	Shire of Ashburton	Commission collected for the month of April	80.08
<b>Total</b>				<b>35601.94</b>

## Credit Card Payments

### JUNE STATEMENTS

CHQ/EFT	Date	Name	Description	Amount
<b>Anika Serer</b>				
	8/05/2014	Qantas	Qantas flight change fee for B. Treby & C. White to attend Paraburdoo Hub Working Group meeting	80.00
	05/05/2014	Qantas	Flights Perth to Paraburdoo and return for B.Treby & C. White to attend Paraburdoo Hub Working Group meeting	218.00
	23/05/2014			
	08/05/2014	Credit Card Purchasing One Off	Reece plumbing irrigation & plumbing fittings for Onslow Community Garden including delivery	111.93
<b>Total</b>				<b>409.93</b>
<b>Brian Cameron</b>				
	09/05/2014	K MART KARRATHA	Purchase of new kitchen appliances and supplies for the Onslow transit house	190.00
	12/05/2014	Qantas	Flights Paraburdoo to Perth and return for FIFO employee G. Rider 18/06 - 30/06 2014	605.00
	16/05/2014	LIVE TAXIEPAY	Taxi Fare while in Perth from home to office 16/05/2014	39.63
	16/05/2014	LIVE TAXIEPAY	Taxi fare while in Perth, office to home 16/05/2014	41.04
<b>Total</b>				<b>875.67</b>
<b>Felicia Mudge</b>				
	2/05/2014	Qantas	Flight for D. Ward, temporary manager of works and civil services Melbourne to Paraburdoo 14/05/2014	506.30
	6/05/2014	Seek Limited	Online advertisement for JA131, Strategic Project Manager- Onslow	264.00
	7/05/2014	Qantas	Flight for G. Smith Perth to Paraburdoo 11/05/2014	356.00
	6/05/2014	Seek Limited	Online advertisement for position JA22, Info Systems Administrator	264.00
	9/05/2014	Qantas	Flight for FIFO employee S. Byard Perth to Paraburdoo and return 21/05 - 04/06 2014	895.00
	9/05/2014	Qantas	Flight for B. Cameron Karratha to Perth and return to attend training 14/05 - 18/05	777.00
	12/05/2014	Qantas	Flight for C. Main Geraldton to Paraburdoo and return to cover recruitment and Hr. managers position due to F. Mudge resignation	980.84
	14/05/2014	Seek Limited	Advertisement for JA.8 Manager of Organisation Development	264.00
	14/05/2014	Coles Supermarkets - Tom Price	Welcome basket for T. Brokenshire- new co-ordinator of Health	94.47
	16/05/2014	Coles Supermarkets - Tom Price	Refreshments and cutlery items for WALGA staff group training May 2014	172.47
	16/05/2014	PILBARA FOOD SERVICES P/L	Refreshments and cutlery items for WALGA staff group training May 2014	259.38
	21/05/2014	Qantas	Catering items for WALGA group training May 2014	305.89
	21/05/2014	Qantas	Flight Perth to Paraburdoo for K. Parks, temporary Manager of Organisation Development	1025.79
	26/05/2014	Credit Card Purchasing One Off	Flight Perth to Paraburdoo and return for C. Bryce, potential Facilities Manager site visit	1570.05
	27/05/2014	AUSTRALIAN INSTITUTE OF MANAGEMENT	Myer refresh of manchester for transit houses, Myer refresh of manchester for transit houses	1180.00
	27/05/2014	AUSTRALIAN INSTITUTE OF MANAGEMENT	Registration fee for C. Main to attend appraising & Managing Performance training 11 & 12 September 2014, Registration fee for C. Main to attend appraising & Managing Performance training 11 & 12 September 2014	1180.00
	27/05/2014	AUSTRALIAN INSTITUTE OF MANAGEMENT	Registration fee for C. Main to attend Writing Manuals and Procedures training 2 - 3 October 2014, Registration fee for C. Main to attend Writing Manuals and Procedures training 2 - 3 October 2014	1180.00
	27/05/2014	AUSTRALIAN INSTITUTE OF MANAGEMENT	Registration fee for M. Tovey to attend Contract Planning and Administration training 18 & 19 August 2014, Registration fee for M. Tovey to attend Contract Planning and Administration training 18 & 19 August 2014	1180.00

## LIST OF PAYMENTS FOR JUNE 2014

27/05/2014	AUSTRALIAN INSTITUTE OF MANAGEMENT	Registration fee for C. Main to attend Facilitation training 1 - 3 December 2014, Registration fee for C. Main to attend Facilitation training 1 - 3 December 2014	1600.00
27/05/2014	Qantas	Flights Paraburdoo to Perth and return for M. Tovey to attend training 15/08 - 20/08 2014	525.00
27/05/2014	Qantas	Flights Paraburdoo to Perth and return for D. Walker to attend training 21/07 - 26/07 2014	565.00
27/05/2014	Qantas	Flights Perth to Paraburdoo and return for B. Dennee, Fire Arms Safety & Handling Course trainer 04/08 - 07/08 2014	525.00
30/05/2014	Coles Supermarkets - Tom Price	Transit house laundry product requirement restock	500.00
<b>Total</b>			<b>14990.19</b>
<b>Troy Davis</b>			
6/05/2014	Credit Card Purchasing One Off	City of Perth parking fee at Devlamingh Avenue Perth for T. Davis	9.60
6/05/2014	LIVE TAXIPAY	Taxi fare for T. Davis attending meeting in Perth	23.64
6/05/2014	LIVE TAXIPAY	Taxi fare for T. Davis attending meeting in Perth	18.32
5/05/2014	Mercure Hotel Perth	Valet Parking for T. Davis while attending Onslow waster meetir	71.05
12/05/2014	Qantas	Flight Perth to Paraburdoo and return for FIFO employee A. Gim	655.00
20/05/2014	Qantas	Flight Paraburdoo to Melbourne and return for FIFO employee I	1232.15
25/05/2014	Credit Card Purchasing One Off	Star Mart Exmouth fuel for T. Davis vehicle while travelling to Ex	163.07
26/05/2014	Qantas	Flights Paraburdoo to Perth and return for T. Davis to attend On	655.78
26/05/2014	Qantas	Flights Paraburdoo to Perth and return for T. Davis to attend On	786.78
28/05/2014	Credit Card Purchasing One Off	Engineers Australia Associate Member membership renewal fee	254.50
29/05/2014	Qantas	flights for M. Walsh Karratha to Perth and return to attend meeting with Chevron & DSD 13/06 - 17/06 2014	701.78
29/05/2014	Qantas	Change of flight charge for T. Davis	77.00
29/05/2014	The Bluepod Coffee Co.	Coffee supply for Tom Price depot	589.00
<b>Total</b>			<b>5237.67</b>
<b>Neil Hartley</b>			
04/05/2014	Credit Card Purchasing One Off	Farrell's cafe- refreshments for N. Hartley and J. Kelly morning tea	8.00
6/05/2014	Qantas	Flights Perth to Karratha and return for FIFO employee R. Repse	847.00
7/05/2014	Qantas	Flights Paraburdoo to Perth and return for N. Hartley to attend \	605.00
14/05/2014	Credit Card Purchasing One Off	Dome Leederville refreshments for N. Hartley & K. White attend	11.15
14/05/2014	Credit Card Purchasing One Off	Dome Nedlands refreshments for N. Hartley, J. Kelley & K. White attending Chevron meeting 14/05/2014	15.95
14/05/2014	Credit Card Purchasing One Off	UWA car parking fee at University of WA for N. Hartley attending Chevron meeting	3.50
16/05/2014	Qantas	Flights Paraburdoo to Perth for N. Hartley to attend Onslow Ma	276.01
21/05/2014	NIKKI'S LICENSED RESTAURANT	Council meeting dinner and refreshments 21/05/2014	2500.00
28/05/2014	Credit Card Purchasing One Off	BP Roebuck roadhouse fuel for CEO vehicle return trip Tom Price to Broome to attend LGMA Northern Branch Conference	71.25
28/05/2014	Qantas	Flights Karratha to Perth and return for Cr. White to attend the NFA 13/06 - 23/06 2014	1062.78
29/05/2014	Qantas	Flights Paraburdoo to Perth and return for FIFO employee M. Ferialdi 13/6 - 29/6 2014	655.78
29/05/2014	Qantas	Flights Perth to Paraburdoo and return for FIFO employee J. Kelly 18/06 - 20/06 2014, Flights Perth to Paraburdoo and return for FIFO employee J. Kelly 18/06 - 20/06 2014, Flights Perth to Paraburdoo and return for FIFO employee J. Kelly 18/06 - 20/06 2014	946.78
31/05/2014	Credit Card Purchasing One Off	Cable Beach Club accommodation for N. Hartley to attend the LGM Northern Region Conference May 2014	506.49
<b>Total</b>			<b>7509.69</b>
<b>Frank Ludvico</b>			
6/05/2014	Canberra Rubber Stamps	Stationary and stamps for finance department	86.97
6/05/2014	The Bluepod Coffee Co.	Coffee products for the Tom Price administration building	990.00
27/05/2014	UNIVERSITY OF TECHNOLOGY, SYDNEY	Registration fee for D. Walker to attend Executive Management in Events 22/07 - 25/07 2014	1890.00
28/05/2014	AUSTRALIAN INSTITUTE OF MANAGEMENT	Registration fee for G. West to attend Contract Planning & Administration training 18/08 - 19/08 2014, Registration fee for G. West to attend Contract Planning & Administration training 18/08 - 19/08 2014	1180.00
28/05/2014	Credit Card Purchasing One Off	Place Partners registration fee for L. Reddell to attend Registration fee for G. West to attend Contract Planning & Administration training 18/08 - 19/08 2014, Registration fee for G. West to attend Contract Planning & Administration training 18/08 - 19/08 2014 "Nice plan pity about the place" workshop training"	440.00
28/05/2014	Planning Institute Australia - WA Division	Registration fee for L. Reddell to attend Planning Institute of Australia conference 25/07/2014	480.00
28/05/2014	Qantas	Flights for D. Ward Paraburdoo to Perth and return for R & R as per contract	1012.83
28/05/2014	Qantas	Flights for L. Reddell to attend PIA conference in Perth 22/07 - 27/07 2014	525.00
27/03/2014	Qantas	Flight Perth to Paraburdoo and return for FIFO employee S. Byard 11/06 - 25/06 2014	655.78

# LIST OF PAYMENTS FOR JUNE 2014

31/05/2014 Drop box

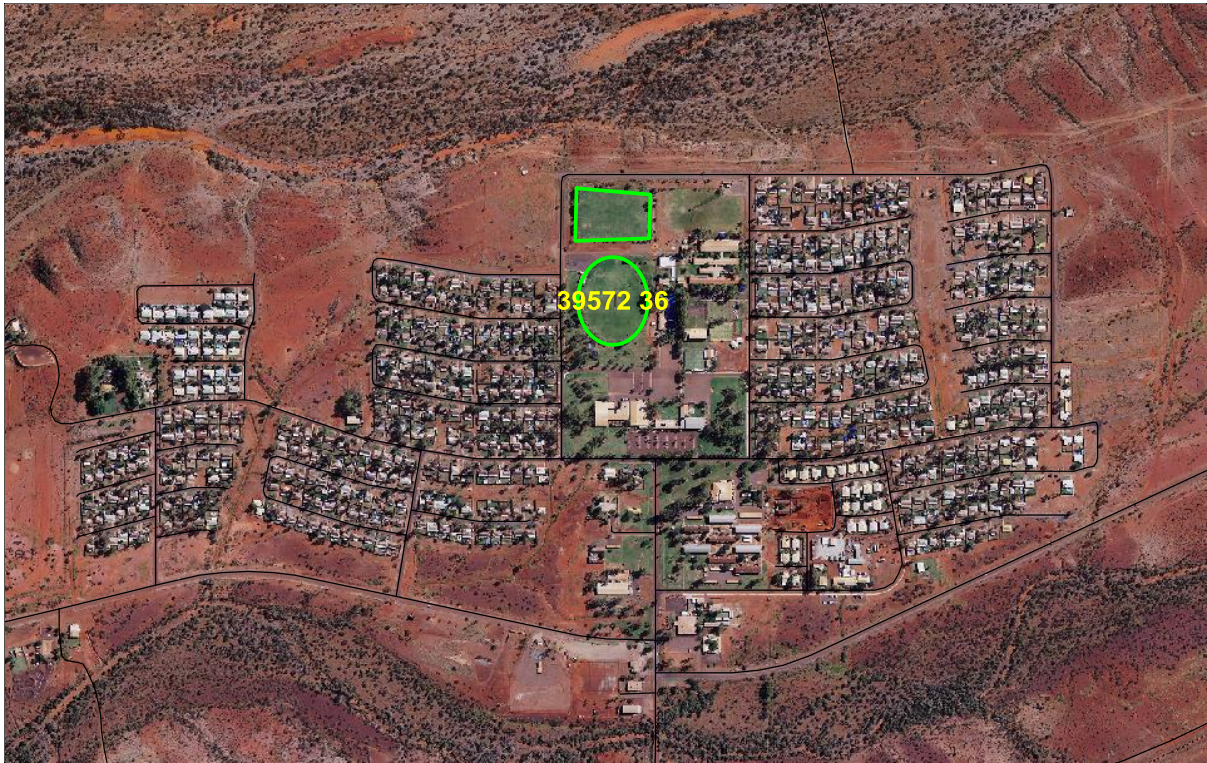
Premium drop box for media 31/05 - 30/06 2014

11.10

			Total	7271.68
<b>Deb Wilkes</b>				
08/05/2014	QBE TRAVEL	Flight insurance for D. Wilkes travelling to Perth to attend meetings 13/06 - 17/06 2014	12.00	
12/05/2014	Qantas	Flights Paraburdoo to Perth and return for D. Wilkes to attend training 11/05 - 18/05 2014, Flights Paraburdoo to Perth and return for D. Wilkes to attend training 11/05 - 18/05 2014	785.00	
09/05/2014	QBE TRAVEL	Flight insurance for D. Woods while attending training in Perth 12/05 - 15/05 2014	12.00	
08/05/2014	Qantas	Flights Paraburdoo to Perth and return for D. Wilkes to attend meetings 13/06 - 17/06 2014	705.00	
08/05/2014	Qantas	Flights Paraburdoo to Perth and return for S. Van Buerle to attend training for Club Development 12/05 - 15/05 2014	655.00	
12/05/2014	QBE TRAVEL	Flight insurance for D. Wilkes to attend training in Perth 11/05 - 18/05 2014	12.00	
09/05/2014	Qantas	Flights Karratha to Perth and return for D. Gallanagh Wood to attend Club Development training 12/05 - 15/05 2014	625.00	
14/05/2014	QBE TRAVEL	Flight insurance for school holidays programme Skate Workshop facilitators C. Lapwood and W. Kirely 15/07 - 18/07 2014	24.00	
14/05/2014	Qantas	Flights Perth to Paraburdoo and return for school holidays programme Skate Workshop facilitators C. Lapwood and W. Kirely 15/07 - 18/07 2014	1210.00	
14/05/2014	ISS Integrated Services Pty Ltd	Pannawonica Tavern accommodation for C. Hardy to facilitate training of new activity's officer 12/05 - 14/05 2014	342.00	
20/05/2014	All Seasons Hotel Newman	Accommodation for C. Derschow while attending training 20/05 - 23/05 2014	517.65	
22/05/2014	Ess Gumula Pty Ltd - Rocklea Palms	Accommodation for S. Van Buerle to attend training 22/05 - 25/05 2014	519.04	
			<b>Total</b>	<b>5418.69</b>
			<b>Total Credit Cards</b>	<b>41713.52</b>

		MUNICIPAL TOTALS
EFT TRANSACTIONS	\$	2,834,330.04
CHEQUES	\$	175,687.13
CREDIT CARDS	\$	41,713.52
	\$	<b>3,051,730.69</b>
		TRUST TOTALS
CHEQUES AND EFT TRANSACTION	\$	35,601.94
	\$	<b>35,601.94</b>

Paraburdoo  
Reserve 39572





Tom Price  
Part of Reserve 44839 (332)



Tom Price  
Reserve 40194  
Reserve 39857





Tom Price  
Reserve 39907



Onslow  
Reserve 30686  
The foreshore between high and low watermarks west of First Avenue boat ramp to Four Mile Creek



# Delegated Authority Register

2013~~4~~ – with 2014 OCM approvals

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# Introduction

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## Purpose of Delegating Authority

The aim of delegated authority is to assist with improving the time taken to make decisions within the constraints allowed by the relevant legislation. This is consistent with the Shire's commitment to a strong customer service focus. The register details the related document(s) where the power to delegate is derived from, including legislation and policies of the Council. This enables easier cross-referencing. This delegated authority register will be reviewed in accordance with the Local Government Act 1995 (the Act) on an annual basis. The co-ordination of the review will be performed through the Corporate Strategy and Performance Directorate.

## Legislation

The Local Government Act 1995 allows for a local government to delegate to the Chief Executive Officer (CEO) the exercise of any of its powers or the discharge of any of its duties under the Act except those listed in section 5.43. All delegations made by the Council must be by absolute majority decision. {S5.42 (1)}.

## Associated Legislation

Legislation other than the *Local Government Act 1995*, its regulations and the local government's local laws created under the Act where delegations or authorisations may occur are as follows:-

- Planning and Development Act 2005 including regulations, and adopted policies;
- Dog Act 1976 and regulations;
- Cat Act 2011 and regulations;
- Bush Fires Act 1954, regulations and local laws created under that Act;
- Health Act 1911 (as amended) regulations and local law created under that Act;
- Freedom of Information Act 1992;
- Land Administration Act 1997, as amended and regulations;
- Litter Act 1979 and regulations;
- Local Government (Miscellaneous Provisions) Act 1960 as amended;
- Caravan Parks and Camping Grounds Act 1995;
- Control of Vehicles (Off-Road Areas) Act 1978 and regulations;
- Spear-guns Control Act 1955;
- Strata Titles Act 1985;
- Food Act 2008;
- Environmental Protection Act 2005;
- Building Act 2011 and Building Regulations 2012;

Some legislation provides for authorisation of Local Government officers to have powers as are necessary in order for them to perform their required duties as a specific function of the local government. These duties are carried out as "acting through" functions under s.5.45(2) of the *Local Government Act 1995*

The *Planning and Development Act 2005* recognises the WA Planning Commission to delegate under section 16(1) and (3)(e) "any function of the Commission under this Act or any other written law, except this power of delegation, a local government, a committee established under the *Local Government Act 1995*, or an employee of a local government."

Section 14(a)(iii) "Functions" of the *Planning and Development Act* recognises the functions of the Commission to advise the Minister on legislation and delegations associated with local planning schemes. This includes Council's Town Planning Scheme No.7.

#### Delegation by the Chief Executive Officer

The Act allows for the CEO to delegate any of the powers to another Employee. {S5.44 (1)}. This must be done in writing. {S5.44 (2)} The Act allows for the CEO to place conditions on any delegations if desired. {S 5.44 (4)}

A register of delegations relevant to the CEO and other employees is to be kept and reviewed at least once every financial year. {S.5.46(1) and (2)}. If a person is exercising a power or duty that they have been delegated, the Act requires that records be kept whenever the delegated authority is used. {S 5.46 (3)}

The record is to contain the following information:

- how the person exercised the power or discharged the duty;
- when the person exercised the power or discharged the duty; and
- the persons or classes of persons, other than council or committee members or employees of the local government, directly affected by the exercise of the power or the discharge of the duty.  
{*Local Government (Administration) Regulations 1996 Regulation 19.*}

Departments responsible for a work process are to ensure that data is captured and records managed in accordance with all legislation, as well as preparing reports to Council where required under a specific delegation. This includes recording of delegated authority of the CEO where applicable, once approved through a signed authority by the CEO.

A person to whom a power is delegated under the Act is considered to be a 'designated employee' under S 5.74(b) of the Act and is required to complete a primary and annual return each year.

There is no power for a person other than the CEO to delegate a power. {S 5.44 (1)}.

#### Acting through another person

*Local Government Act 1995* – Section 5.45 (2)

Nothing in this Division (Division 4 - Local Government Employees) is to be read as preventing –

- a local government from performing any of its functions by acting through a person other than the CEO; or
- a CEO from performing any of his or her functions by acting through another person.

*The key difference between a delegation and "acting through" is that a delegate exercises the delegated decision making function in his or her own right.*

*The principal issue is that where a person has no discretion in carrying out a function, then that function may be undertaken through the "acting through" concept. Alternatively, where the decision allows for discretion on the part of the decision maker, then that function needs to be delegated for another person to have that authority.*

The difference between a delegated authority to exercise a discretion on behalf of the Shire and acting through another person to undertake a function on behalf of the Shire where no discretion exists is reinforced by Section 56 of the Interpretation Act 1984 which states –

56. "May" imports a discretion, "shall" is imperative

- (1) *Where in a written law the word "may" is used in conferring a power, such word shall be interpreted to imply that the power so conferred may be exercised or not, at discretion.*
- (2) *Where in a written law the word "shall" is used in conferring a function, such word shall be interpreted to mean that the function so conferred must be performed.*

Note:

The reporting system implemented has four denotable levels which are:

1. Formally reported to Council via the agenda Section 10.2 Actions Performed Under Delegated Authority For The Month of\_\_\_\_\_
2. Notification to Ward Councillors via EMACCESS
3. Information Bulletin
4. Information recorded in the appropriate file

# PART 1 FUNCTIONS OF LOCAL GOVERNMENTS

## PART 3 OF THE LOCAL GOVERNMENT ACT 1995

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DA01-8

## CLOSING CERTAIN THOROUGHFARES TO VEHICLES (EXCEEDING 4 WEEKS)

Function to be performed:  
*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power inclusive of conditions [see below].*

A local government may, after providing public notice of its intentions and reasons, inviting submissions and then considering submissions, order a thoroughfare to be wholly or partially closed to vehicles for a period exceeding 4 weeks.

Legislative Power or  
duty delegated:

Section 3.50(1a) and 3.50(4) Local Government Act 1995

Legislative power to delegate

Section 5.42 and Section 5.44 Local Government Act  
1995

Policy

ENG06 Road Closures

Delegation to:

Chief Executive Officer

Delegation:

The CEO is delegated the power to close a thoroughfare, wholly or partially, subject to Section 3.50 of the Local Government Act 1995.

Conditions and Exceptions:

The permanent closure of thoroughfares to be referred to  
Council for determination

Reporting  
Requirements:

Action taken to close thoroughfares must be recorded in the appropriate record to meet legislative requirements and notification to Ward Councillors via EMACCESS.

*Financial Interest Return Required - Yes*

Details of Review:

11 December 2013 PREVIOUSLY DA024 and DA029  
16 July 2014

## PART 2 ADMINISTRATION

## PART 5 OF THE LOCAL GOVERNMENT ACT 1995

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## APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER (FOR PERIODS OF 1535 DAYS OR LESS)

### Function to be performed:

*This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].*

Appointment of Acting Chief Executive Officer (for periods of 1035 days or less) to undertake the CEO's functions.

### Legislative Power or duty delegated:

Section 5.36(1)(a) of the Local Government Act 1995

### Legislative power to delegate

Section 5.41 and 5.42 of the Local Government Act 1995

### Delegation to:

Chief Executive Officer

### Delegation:

To undertake the CEO's functions.

### Conditions and Exceptions:

Delegated authority is only granted for appointments to the position of Acting Chief Executive Officer covering a period of 1535 days or less. In instances where an appointment is required for a period exceeding 1535 days, then that proposed appointment must be presented to Council for determination prior to the appointment taking effect.

### Reporting Requirements:

The Chief Executive Officer must advise Elected Members, upon use of the delegation on a quarterly basis, of any appointments which are made to the position of Acting Chief Executive Officer under delegated authority.

Details of the appointments must be recorded in the appropriate record to meet legislative requirements (including personal file).

*Financial Interest Returns Required - Yes*

### Details of Review:

11 December 2013  
16 July 2014



## DA02-2

## LEGAL PROCEEDINGS – LOCAL GOVERNMENT ACT 1995

### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

To allow the Chief Executive Officer to authorise legal expenses for Elected Members and Officers where a report cannot be presented to Council for approval and the expenses do not exceed \$5,000.

### Legislative Power or duty delegated:

Section 6.7(2) of the Local Government Act 1995

### Legislative power to delegate

Section 5.42 of the Local Government Act 1995

### Delegation to:

Chief Executive Officer

### Delegation:

The Chief Executive Officer is delegated the power to authorise legal expenses for Elected Members and Officers where a report cannot be presented to Council for approval subject to the Local Government Act 1995.

### Conditions and Exceptions:

Subject to -

- Funds being available in the Shire's Annual Budget.
- Legal expenses do not exceed \$5,000 in respect of each application.

### Reporting Requirements:

Details of applications must be recorded in the appropriate record to meet legislative requirements and elected members informed of approved applications at the next ordinary meeting of Council.

*Financial Interest Returns Required - Yes*

### Details of Review:

15 September 1998  
16 October 2001  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
17 February 2010  
30 October 2011  
11 December 2013 PREVIOUSLY DA018  
16 July 2014

## DELEGATION OF POWERS AND DUTIES OF THE LOCAL GOVERNMENT ACT TO THE CEO

### Function to be performed:

*This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].*

The CEO's functions to be performed shall encompass all parliamentary legislation. As such, it is necessary for the Chief Executive Officer to hold those powers necessary for them to perform the functions required of them in an expeditious and competent manner.

### Legislative Power or duty delegated:

Section 5.42 of the Local Government Act 1995

### Legislative power to delegate

Section 5.41(i) of the Local Government Act 1995

### Delegation to:

Chief Executive Officer

### Delegation:

Council delegates to the Chief Executive Officer all of the delegable functions of the local government under all parliamentary legislation for the effective management of the Shire of Ashburton. This delegation is supplementary to the prescribed delegations in the Delegated Authority Register 2013.

### Conditions and Exceptions:

The delegation takes into account s5.43 of the Local Government Act. The delegation shall only be used when; an urgent operational function needs to be implemented and is not already prescribed as a delegated function; or, it is problematic for Council to convene to otherwise make the decision. Elected members will where possible be given at least 24 hours' notice via EMACCESS of the CEO's intent to use this delegated authority.

### Specification:

This delegation is limited only to the extent that a constraint is outlined by the statute within which the Chief Executive Officer is operating, to any Council resolutions in effect, and the following limitations and clarifications:

#### LIMITATIONS –

The CEO's delegated authority is subject to the following limitations:-

- a) State Administrative Tribunals (SAT) negotiations and mediations up to a value of \$1,000,000 where there is a budget provision approved..
- b) For the purposes of the administration of leases, acquire or dispose of any property lease valued at an amount not exceeding \$100,000/annum.
- c) Dispose of minor plant and equipment with a depreciated value of not more than \$100,000 without the requirement of Council approval.
- d) Authorise a waiver, grant a concession, or write off an amount of money, not including a rate or service charge, owed to Council that does not exceed \$10,000.

### Reporting Requirements:

Details of transactions must be recorded in the appropriate record to meet legislative requirements and elected members informed at the next ordinary meeting of Council.

*Financial Interest Returns Required – Yes*

Details of Review: 11 December 2013  
16 July 2014

Function to be performed: Council delegates the function of authorising gifts for all retired Councillors as prescribed in 34AC of

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

the Local Government Act

Legislative Power or  
duty delegated:

Section 5.100A of the Local Government Act 1995

Legislative power to delegate

Section 5.100A and 34AC of the Local Government Act 1995

Delegation to:

Chief Executive Officer

Delegation:

Council delegates to the Chief Executive Officer the delegable function of authorising gifts for all retired Councillors.

Conditions and Exceptions:

1. The retirement of a council member who has served at least one full 4 year term of office is prescribed under s5.100A(a) as circumstances in which a gift can be given to the Council member.
2. The amount as prescribed under section 5.100A(b) in respect of a gift given to a council member in the circumstances set out in sub-regulation (1).

Reporting  
Requirements:

Details recorded to meet legislative requirements and elected members informed via an information bulletin.

*Financial Interest Returns Required - Yes*

Details of Review:

11 December 2013  
16 July 2014

## PART 3 FINANCIAL MANAGEMENT

## PART 6 OF THE LOCAL GOVERNMENT ACT 1995

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## DA03-1

## PAYMENTS FROM MUNICIPAL FUND AND TRUST FUND

### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

Where a local government has delegated to the Chief Executive Officer the exercise of its power to make payments from the municipal fund or the trust fund, each payment from the municipal fund or the trust fund is to be noted on a list compiled for each month which is to be presented to the next ordinary meeting of council.

### Legislative Power or duty delegated:

Regulation 12(1)(a) of the Local Government (Financial Management) Regulations 1996

### Legislative power to delegate

Section 5.42 and Section 5.44 Local Government Act 1995

### Delegation to:

Chief Executive Officer

### Delegation:

The Chief Executive Officer is delegated the power to make payments from the municipal fund or the trust fund, subject to Regulation 12(1) of the Local Government (Financial Management) Regulations 1996 and Council's Accounting Policy.

### Conditions and Exceptions:

Subject to the requirements of Regulation 13 of the Local Government (Financial Management) Regulations 1996.

### Reporting Requirements:

Details of transactions must be recorded in the appropriate record to meet legislative requirements and elected members informed at the next ordinary meeting of Council.

*Financial Interest Returns Required - Yes*

### Details of Review:

15 September 1998  
in 16 October 2001  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
24 June 2009  
17 February 2010  
30 October 2011  
311 December 2013 PREVIOUSLY DA004  
16 July 2014

DA03-2

## WRITE OFF OF MONIES OWNING (NOT RATES OR SERVICE CHARGES)

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government may waive or grant concessions in relation to any amount of money or write off any amount of money that it is owed to the local government

**Legislative Power or  
duty delegated:**

Section 6.12(1)(c) Local Government Act 1995

**Legislative power to delegate**

Section 5.42 and Section 5.44 Local Government Act 1995.

**Delegation to:**

Chief Executive Officer

**Delegation:**

The CEO is delegated the power to waive, grant concessions or write off any amount of money owed to the Shire, subject to section 6.12(2) of the Local Government Act 1995.

**Conditions and Exceptions:**

- CEO authorisation shall apply to an amount up to a value of \$10,000 per debtor;
- Executive Manager Corporate Services has the authorisation up to a value of \$750 per debtor;
- Finance Manager has the authorisation to an amount up to the value of \$500 per debtor;
- Finance Officer/Rates has the authorisation to an amount up to the value of \$10 per debtor.

Authorised staff will need to take into consideration when making such decisions include:

- The amount involved;
- Impact of the writing off of the debt will have on the Council's finances and the debtor;
- The likelihood of ever recovering the debt.

**Reporting  
Requirements:**

Details of waiver, concession or write off must be recorded in the appropriate record to meet legislative requirements and elected members advised of such decisions via an Information Bulletin

*Financial Interest Returns Required - Yes*

**Details of Review:**

16 October 2001  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
17 February 2010  
30 October 2011  
11 December 2013  
16 July 2014

## DA03-9

## CONSIDER OBJECTION TO THE RATE RECORD

### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

The local government is to promptly consider any objection to the rate record and may either disallow it or allow it, wholly or in part.

### Legislative Power or duty delegated:

Section 6.76(5) Local Government Act 1995

### Legislative power to delegate

Section 5.42 and Section 5.44 Local Government Act 1995

### Delegation to:

Chief Executive Officer

### Delegation:

The CEO is delegated the power to consider any objection to the rate record and may either disallow it or allow it, wholly or in part, subject to section 6.76(5) of the Local Government Act 1995.

### Conditions and Exceptions:

Nil

### Reporting Requirements:

Details of the determination must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - Yes*

### Details of Review:

11 December 2013  
16 July 2014

DA03-10

## CONCESSION FOR MINOR CHARGES

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government may approve the waiving or granting concessions in relation to any amount of money but shall not apply to an amount of money owing in respect of rates and service charges.

**Legislative Power or  
duty delegated:**

Section 6.12(1)(b) and 6.12(2) and (3) of the Local Government Act 1995

**Legislative power to delegate**

Section 5.42 of the Local Government Act 1995

**Delegation to:**

Chief Executive Officer

**Delegation:**

The Chief Executive Officer is delegated the power to approval concessions for minor charges where appropriate.

**Conditions and Exceptions:**

Authorisation only applies to charges less than \$1000. The delegate has the authority to deal with such matters relevant to the declaration.

**Reporting  
Requirements:**

Details of minor variation must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - Yes*

**Details of Review:**

15 September 1998  
16 October 2001  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
17 February 2010  
30 October 2011  
11 December 2013 PREVIOUSLY DA002  
16 July 2014



## PART 4

# MISCELLANEOUS PROVISIONS

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**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power inclusive of conditions [see below].*

Authorise the provision of instruction to Shire Solicitors in relation to Wittenoom Based Asbestos claims against the Shire of Ashburton and authorises to settle those claims.

**File No:**

AS.WI.2

**Section / Act**

S9.24 and s9.29 of the Local Government Act 1995.

**Date of Decision**

Adopted at the Ordinary Meeting of Council held on 24 October 2006

**Authority Delegated:-**

The CEO is delegated to provide instructions to Shire Solicitors in relation to Wittenoom Based Asbestos claims against the Shire of Ashburton and to settle those claims.

**Conditions:**

Limit of Shire of Ashburton's portion of claim able to be settled to be a maximum of \$~~150~~,000.

**Officer (s) upon whom Delegation conferred:**

Chief Executive Officer

**Method of Recording  
Use of Delegation:**

Details of outcomes must be recorded in the appropriate record to meet legislative requirements and elected members informed at the next ordinary meeting of Council.

**Details of Review**

19 February 2008  
17 March 2009  
17 February 2010  
30 October 2011  
11 December 2013 PREVIOUSLY DA036  
16 July 2014

PART 5  
LOCAL GOVERNMENT  
(UNIFORM LOCAL PROVISION)  
REGULATIONS 1996

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## DA05-1

## PRIVATE WORKS ON, OVER OR UNDER PUBLIC PLACES

### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government may grant permission to a person to construct anything on, over or under a public thoroughfare or other public place that is local government property.

### Legislative Power or duty delegated:

Regulation 17(2) of the Local Government (Uniform Local Provisions) Regulations 1996.

### Legislative power to delegate

Section 5.42 and Section 5.44, Local Government Act 1995

### Policy:

PLA03 Standard Development and Subdivision Conditions and Grounds of Refusal Policy

### Delegation to:

Chief Executive Officer

### Delegation:

The Chief Executive Officer is delegated the power to grant permission to a person to construct anything on, over or under a public thoroughfare or other public place that is local government property, subject to Regulation 17 of the Local Government (Uniform Local Provisions) Regulations 1996 and Schedule 3.1, Division 2, item 3 and section 3.25(1)(b) of the Local Government Act 1995.

### Conditions and Exceptions:

That due process for the issuing of a notice under section 3.25 of the Act is followed.

### Reporting Requirements:

Details of the appointments must be recorded in the appropriate record to meet legislative requirements (including personal file).

Financial Interest Return Required - Yes

### Details of Review:

11 December 2013  
16 July 2014

# PART 6

## LOCAL GOVERNMENT

### (FUNCTION AND GENERAL)

#### REGULATIONS 1996

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DA06-1

## DETERMINING THAT TENDERS DO NOT HAVE TO BE INVITED FOR THE SUPPLY OF GOODS AND SERVICES

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].*

A local government does not have to publicly invite tenders before it enters into a contract for the supply of goods or services even though the consideration under the contract is, or is expected to be, worth more than \$100,000 if it has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier.

**Legislative Power or duty delegated:**

Section 3.57(1) of the Local Government Act 1995 and Regulation 11(2)(f) of the Local Government (Function and General) Regulations 1996.

**Legislative power to delegate**

Section 5.42 and Section 5.44 Local Government Act 1995

**Policy:**

FIN04 Buy Local – Regional Price Preference Policy  
FIN12 Purchasing and Tender Policy  
FIN14 Shire of Ashburton Tender Assessment Policy

**Delegation to:**

Chief Executive Officer

**Delegation:**

The Chief Executive Officer is delegated the power to determine that the Shire has good reason to believe that, because of the unique nature of the goods or services required or for any other reason, it is unlikely that there is more than one potential supplier and not publicly invite tenders before the Shire enters into a contract for the supply of goods or services even though the consideration under the contract is, or is expected to be, worth more than \$100,000.

**Conditions and Exceptions:**

The determination is to be supported by a detailed report and subject to the requirements and conditions of Council's FIN12 Purchasing and Tender Policy.

**Reporting Requirements:**

Details of the determination must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - Yes*

**Details of Review:**

11 December 2013  
16 July 2014

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

The local government must, before tenders are publicly invited, determine in writing the criteria for deciding which tender should be accepted.

**Legislative Power or  
duty delegated:**

Regulation 14(1), (2), (3), (4) or (5) of the Local Government (Function and General) Regulations 1996.

**Legislative power to delegate**

Section 5.42 and Section 5.44 Local Government Act 1995

**Policy:**

FIN12 Purchasing and Tender Policy  
FIN14 Shire of Ashburton Tender Assessment Policy

**Delegation to:**

Chief Executive officer

**Delegation:**

The Chief Executive Officer is delegated the power to determine in writing the tender evaluation criteria prior to tenders being advertised.

**Conditions and Exceptions:**

Nil

**Reporting  
Requirements:**

Details of the determination must be recorded in the appropriate record to meet legislative requirements.

After a notice has been given under the Local Government (Function and General) Regulations 1996 14(1) or (2), a local government may vary the information referred to in (3) by taking reasonable steps to give each person who has sought copies of the tender documents or each acceptable tenderer, as the case may be, notice of the variation.

*Financial Interest Returns Required - Yes*

**Details of Review:**

15 September 1998  
16 October 2001  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
17 February 2010  
30 October 2011  
12 February 2013  
11 December 2013  
16 July 2014

### DA06-3

### MINOR VARIATION FOR GOODS OR SERVICES

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government may, with the approval of the tenderer, make a minor variation in a contract for goods or services before it enters the contract with the successful tenderer.

**Legislative Power or  
duty delegated:**

Regulation 20(1) of the Local Government (Function and General) Regulations 1996.

**Legislative power to delegate**

Section 5.42 and Section 5.44 Local Government Act 1995

**Delegation to:**

Chief Executive Officer

**Policy:**

FIN04 Buy Local – Regional Price Preference Policy  
FIN12 Purchasing and Tender Policy

**Delegation:**

The Chief Executive Officer is delegated the power, with the approval of the tenderer, to make a minor variation in a contract for goods or services before the Shire enters the contract with the successful tenderer, subject to Regulation 20(1) of the Local Government (Functions and General) Regulations 1996.

**Conditions and Exceptions:**

That the variation is minor having regard to the total goods or services that tenderers were invited to supply

**Reporting  
Requirements:**

Details of the minor variation must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - Yes*

**Details of Review:**

11 December 2013  
16 July 2014



**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power inclusive of conditions [see below].*

**Determine:**

1. When to call tenders or not to call tenders [s3.57(1), F&G Reg.11]
2. The circumstances to invite tenders, though not required to do so [F&G Reg.13]
3. Selection criteria for the acceptance of tenders [F&G Reg.14(2a)]
4. The information to be disclosed to those interested in submitting a tender [F&G Reg.14(4)(a)]
5. Minor variations before entering into a contract [F&G Reg.20]
6. Appropriate circumstances (for application of the Expression of interest process) and to call for Expressions of Interest [F&G Reg.21]

**Legislative Power or  
duty delegated:**

S3.57 of the Local Government Act 1995  
Local Government (Function and General) Regulations 1996

- Reg 11 Tenders to be invited for certain contracts
- Reg 13 Procedure when local government invites tenders though not required to do so
- Reg 14 (2a), (4)(a) and (5) Requirements for publicly inviting tenders
- Reg 20 Variation of requirements before entry into contract
- Reg 21 Limitation may be placed on who can tender

**Legislative power to delegate**

s5.42 Delegation of some powers or duties to the CEO and  
s5.43 Limitations on delegations to the CEO of the Local Government Act 1995

**Policy:**

FIN04 Buy Local – Regional Price Preference Policy  
FIN12 Purchasing and Tender Policy  
FIN14 Shire of Ashburton Tender Assessment Policy

**Delegation to:**

Chief Executive Officer

**Delegation:**

Authorisation is given to call for Expressions of Interest for the supply of goods or services where appropriate.

**Conditions and Exceptions:**

The delegate has the authority to deal with such matters relevant to this declaration.

Details of the expression of interest sought must be recorded in the appropriate record and in the Tender Register as required by the Local Government (Functions and General) Regulations 1996, Regulation 17.

A determination to call a tender must only occur where the procurement or disposal is identified in Annual Budget allocations.

Minor variations before entering a contract are limited to a maximum value of aggregated variations which remain under 10% of the total contract value and remain within the relevant adopted Budget allocation.

**Reporting  
Requirements:**

Tender Closing Checklist to be completed and the delegations of authority used to be recorded in the appropriate record to meet legislative requirements.

Details of Review:

16 March 1999  
16 October 2001  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
17 February 2010  
30 October 2011  
11 December 2013 PREVIOUSLY DA007  
16 July 2014

DA06-5

## CHOICE OF ACCEPTABLE TENDERS FROM AN EXPRESSION OF INTEREST

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government must consider any submissions of interest that have not been rejected and decide which ones could satisfactorily supply the goods or services.

**Legislative Power or  
duty delegated:**

Regulation 23(3) of the Local Government (Function and General) Regulations 1996.

**Legislative power to delegate**

Section 5.42 and Section 5.44, Local Government Act 1995

**Delegation to:**

Chief Executive Officer

**Policy:**

FIN04 Buy Local – Regional Price Preference Policy  
FIN12 Purchasing and Tender Policy  
FIN14 Shire of Ashburton Tender Assessment Policy

**Delegation:**

The Chief Executive Officer is delegated the power to consider any submissions of interest that have not been rejected and decide which ones could satisfactorily supply the goods or services, subject to Regulation 23(3) of the Local Government (Functions and General) Regulations 1996.

**Conditions and Exceptions:**

Subject to Regulation 14(2), 15(2), 17(2)(c) and 18(3) of the Local Government (Functions and General) Regulations 1996.

**Reporting  
Requirements:**

Details of the expression of interest sought must be recorded in the appropriate record to meet legislative requirements and in the Tender Register as required by Regulation 17 of the Local Government (Functions and General) Regulations 1996.

*Financial Interest Returns Required - Yes*

**Details of Review:**

11 December 2013  
16 July 2014

## DA06-6

## TENDERS

### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government must consider any submissions of interest that have not been rejected and decide which ones could satisfactorily supply the goods or services. The local government may then execute the associated contract.

### Legislative Power or duty delegated:

S3.57 of the Local Government Act 1995 and Part 4 of the Local Government (Functions and General Regulations) 1996.

### Legislative power to delegate

Local Government Act 1995 and Local Government (Functions and General Regulations) 1996

### Delegation to:

Chief Executive Officer

### Delegation:

The Chief Executive Officer is authorised to accept the tenders and execute the associated contacts.

### Policy:

FIN04 Buy Local – Regional Price Preference Policy  
FIN12 Purchasing and Tender Policy  
FIN14 Shire of Ashburton Tender Assessment Policy

### Conditions and Exceptions:

For tender categories established under Council Policy FIN14 ie Plant, Services or Infrastructure the following limits will apply:

- Plant – each item of plant up to \$1,000,000
- Services – for each item up to \$1,000,000 and multi-year contracts up to \$5,000,000
- Infrastructure – for each item up to \$5,000,000.

In order for the CEO to exercise this delegation provision must be provided for in Council's Annual Budget.

### Reporting Requirements:

Details recorded in the Tender Register to meet legislative requirements and elected members informed via an information bulletin.

*Financial Interest Returns Required - Yes*

### Details of Review:

15 September 1998  
16 October 2001  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
17 February 2010  
30 October 2011  
13 February 2013  
11 December 2013 PREVIOUSLY DA001  
16 July 2014

## DA06-7

## STAFF AND EMPLOYEE PROPERTY LEASES CONTRACTS

### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

The local government —

- (a) may lease the land for such term, not exceeding 7 years at one time, as it thinks fit; and
- (b) may make such reservations and such exceptions, covenants and conditions in the lease, except a covenant for renewal of the term of the lease if the renewal would extend the term beyond 7 years, as it thinks fit.

### Legislative Power or duty delegated:

6.65 Power to lease procedure of the Local Government Act.  
Schedule 6.2 has effect in relation to the exercise of a power under section 6.64(1)(a).

### Legislative power to delegate

Section 5.42 and Section 5.44, Local Government Act 1995

### Delegation to:

Chief Executive Officer

### Delegation:

The authorisation is given for the acquisition of property by way of leases for the purpose of staff housing and employee accommodation up to a total value of **\$150,000 per annum per property.**

### Conditions and Exceptions:

Subject to Schedule 6.2 in relation to the exercise of a power under section 6.64(1)(a).

### Reporting Requirements:

Details of outcomes must be recorded in Lease Register and appropriate record to meet legislative requirements and elected members informed at the next ordinary meeting of Council.

*Financial Interest Returns Required - Yes*

### Details of Review:

23 January 2013  
8 May 2013  
11 December 2013 PREVIOUSLY DA049  
16 July 2014

DA06-8

## ESTABLISHMENT, RENEWAL AND VARIATION OF ALL AGREEMENTS INCLUDING COMMUNITY AND COMMERCIAL LEASE AND LICENCE AGREEMENTS

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].*

That authority be delegated to the Chief Executive Officer to establish, renew and vary existing Lease Agreements including Licence Agreements with businesses, charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature groups or government agencies for properties that are under the care, control and management of the Shire of Ashburton either by management order, lease, sub-lease, licence, sub-licence or freehold.

**Legislative Power or duty delegated:**

Local Government Act 1995  
Section 3.58 Disposing of property  
Section 3.59 Commercial enterprises by local governments  
Section 6.26 Rateable Land  
Local Government (Functions and General) Regulations 1996  
Regulation 8A Amount prescribed for major land transactions; exempt land transactions prescribed (Act s. 3.59)  
Regulation 9 Amount prescribed for major trading undertakings; exempt trading undertakings prescribed (Act s. 3.59)  
Regulation 30 Dispositions of property excluded from Act s. 3.58  
Residential Parks (Long-stay Tenants) Act 2006  
Residential Parks (Long-stay Tenants) Regulations 2007  
Residential Tenancy Act 1987

**Legislative power to delegate**

Local Government Act 1995  
Section 5.41 Functions of the CEO  
Section 5.42 Delegation of some powers and duties to CEO  
Section 5.43 Limits on delegations to CEO  
Section 5.44 CEO may delegate powers and duties to other employees

**Policy**

~~REC05 Establishment of Sporting Club and Community Group Leases~~  
Lease and Licence of Shire Assets (Facilities, Buildings and Land)

**Delegation to:**

Chief Executive Officer

**Delegation:**

The authorisation is given for the establishment, renewal and variation of Licence Agreements, Residential Tenancy Agreements, Commercial Lease Agreements and Community Lease Agreements up to a total value of \$100,000 per agreement.

**Conditions and Exceptions:**

Compliance with Local Government Act 1995 s. 3.58(d), s. 6.26 and Local Government (Functions and General) Regulations 1996 r. 30(2)(b).

**Reporting Requirements:**

Details of outcomes must be recorded in the Lease Register and appropriate record to meet legislative requirements.  
*Financial Interest Returns Required - Yes*

**Details of Review:**

16 July 2014

# PART 7

## OTHER LEGISLATON

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*The Local Government may delegate, appoint and authorise Shire staff directly under the following Acts:*

*Building Act 2011*

*Bush Fires Act 1985*

*Cat Act 2011*

*Dog Act 1976*

*Food Act 2008*

*Liquor Control Act 1988*

~~*Retirement Villages Act*~~

*Residential Tenancy Act 1997*

*Strata Titles Act 1985*

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## BUILDING ACT 2011

### DA07-1

### APPROVE OR REFUSE BUILDING PERMIT

#### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A permit authority to which a certified application or an uncertified application is made must grant the building permit if it is satisfied that the application is in accordance with subsections 20(1)(a) to (s).

A permit authority to which an application is made must not grant the building permit unless it is satisfied as to each of the matters mentioned in subsection (1)(a) to (s).

A permit authority to which an application is made may refuse to grant the building permit applied for if it appears to the permit authority that there is an error in the information provided for the application or in a document that accompanied the application

A permit authority to which an application is made must not grant a building permit ...if to do so would be inconsistent with subsections (2)(a) and (b).

#### Legislative Power or duty delegated:

Section 20 of the Building Act 2011

#### Legislative power to delegate

Section 127 of the Building Act 2011

#### Delegation to:

Executive Manager, Development and Regulatory Services  
Building Surveyors

#### Delegation:

To approve or refuse to approve plans and specifications submitted under section 20 of the Building Act 2011.

#### Conditions and Exceptions:

In undertaking the functions of this delegation, Building Surveyors must:

1. Be employed by the Shire in accordance with section 5.36 of the Local Government Act 1995; and
2. With respect to uncertified applications, hold the appropriate qualification as set out under Regulation 6 of the Local Government (Building Surveyors) Regulations 2008.

#### Reporting Requirements:

Details of the action must be recorded in the appropriate record to meet legislative requirements.

Financial Interest Return Required - No

#### Details of Review:

11 December 2013 PREVIOUSLY DA 39, 40 AND 41  
16 July 2014



BUILDING ACT 2011

DA07-2

APPROVE OR REFUSE DEMOLITION PERMIT

Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

The permit authority to which an application for a demolition permit is made must grant the demolition permit if it is satisfied that the permit complies with subsections (1)(a) to (o).

A permit authority to which an application for a demolition permit is made must not grant the demolition permit unless it is satisfied as to each of the matters mentioned in subsection (1)(a) to (o).

Legislative Power or  
duty delegated:

Section 21 of the Building Act 2011

Legislative power to delegate

Section 127 of the Building Act 2011

Delegation to:

Executive Manager, Development and Regulatory Services  
Building Surveyors  
Coordinators, Building and Health  
Building Compliance Officer

Delegation:

To approve or refuse to approve plans and specifications submitted under section 21 of the Building Act 2011.

Conditions and Exceptions:

Delegation does not apply to places listed on the State's Register of Heritage Places or Council's Heritage Register, or to places classified by the National Trust.

In undertaking the functions of this delegation, Building Surveyors must be employed by the Shire in accordance with section 5.36 of the Local Government Act 1995.

Reporting  
Requirements:

Details of actions taken under this delegation are to be retained on the appropriate file or record.

Financial Interest Return Required - No

Details of Review:

11 December 2013 PREVIOUSLY DA 39, 40 AND 41  
16 July 2014

BUILDING ACT 2011

DA07-3

GRANT OF OCCUPANCY PERMIT OR BUILDING APPROVAL  
CERTIFICATE

Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A permit authority to which an application is made must grant or modify the occupancy permit or grant the building approval certificate applied for if it is satisfied that the application is in compliance with subsections 58(1)(a) to (l).

A permit authority to which an application is made must not grant or modify the occupancy permit or grant the building approval certificate applied for unless it is satisfied as to each of the matters mentioned in subsections (1)(a) to (l).

Legislative Power or  
duty delegated:

Section 58 of the Building Act 2011

Legislative power to delegate

Section 127 of the Building Act 2011

Delegation to:

Executive Manager, Development and Regulatory Services  
Building Surveyors  
Coordinators, Building and Health

Delegation:

To approve, modify or refuse to approve applications submitted under Section 58 of the Building Act 2011.

Conditions and Exceptions:

In undertaking the functions of this delegation, Building Surveyors must be employed by the Shire in accordance with section 5.36 of the Local Government Act 1995.

Reporting  
Requirements:

Details of the action must be recorded in the appropriate record to meet legislative requirements.

Financial Interest Return Required - No

Details of Review:

11 December 2013 PREVIOUSLY DA 39, 40 AND 41  
16 July 2014

BUILDING ACT 2011

DA07-4

EXTENSION OF PERIOD OF DURATION OF OCCUPANCY PERMIT OR  
BUILDING APPROVAL CERTIFICATE

Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A permit authority to which an application is made may extend the period in which the occupancy permit or modification, or the building approval certificate has effect and may do so even though the application was made after the expiration of the period.

Legislative Power or  
duty delegated:

Section 65(4) of the Building Act 2011

Legislative power to delegate

Section 127 of the Building Act 2011

Delegation to:

Executive Manager, Development and Regulatory Services  
Building Surveyors  
Coordinators, Building and Health  
Building Compliance Officer

Delegation:

To approve, modify or refuse to approve applications submitted under Section 65 of the Building Act 2011.

Conditions and Exceptions:

In undertaking the functions of this delegation, Building Surveyors must be employed by the Shire in accordance with section 5.36 of the Local Government Act 1995.

Reporting  
Requirements:

Details of the action must be recorded in the appropriate record to meet legislative requirements.

Financial Interest Return Required - No

Details of Review:

11 December 2013 PREVIOUSLY DA 39, 40 AND 41  
16 July 2014

Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A permit authority may make an order (a building order) in respect of one or more of the following –

- (a) particular building work;
- (b) particular demolition work;
- (c) a particular building or incidental structure, whether completed before or after commencement day.

A permit authority may, but notice in writing, revoke a building order at any time and must serve each person to whom the order is directed with a copy of the notice.

Legislative Power or  
duty delegated:

Section 110(1) Building Orders and Section 133 Prosecutions of the Building Act 2011

Legislative power to delegate

Section 127 of the Building Act 2011

Delegation to:

Executive Manager, Development and Regulatory Services  
Coordinators, Building and Health  
Building Compliance Officer

Delegation:

To make building orders pursuant to section 110 and revoke building orders pursuant to section 117 of the Building Act 2011.

Conditions and Exceptions:

Coordinator Building Approvals may:

- Refer notices to the Shire's Lawyer where it is considered appropriate; and
- Determine that an order is to remain in effect in accordance with section 117(2) of the Building Act 2011 where it is considered appropriate.

Reporting  
Requirements:

Details of the action must be recorded in the appropriate record to meet legislative requirements.

Financial Interest Return Required - No

Details of Review:

11 December 2013 PREVIOUSLY DA 39, 40 AND 41  
16 July 2014

## Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

As per section 401 of the former provisions of the Local Government (Miscellaneous Provisions) Act 1960 a local government may, during or after the erection of a building in its district, give to the builder or owner of the building, written notice of anything, in the construction of the building —

- which tends to render the building unsafe or prejudicial to the public interest;
- which is not in compliance with, or is a departure from, the plans and specifications for the building, of which plans and specifications the approval of the local government has been obtained as required by this Act;
- which is a contravention of this Act; or
- which, where permission of the local government is required for carrying it out, has been carried out without that permission;

and requiring him to pull down or so alter the building as to remove the cause of the objection and on being served with the notice the builder or owner shall comply with the requisition, unless he applies to the State Administrative Tribunal under subsection (3) for a review of the decision to make the requisition and the State Administrative Tribunal sets aside the decision.

Legislative Power or  
duty delegated:

Section 401 of the former provisions of the Local Government (Miscellaneous Provisions) Act 1960

## Legislative power to delegate

Section 127 of the Building Act 2011

## Delegation to:

Chief Executive Officer

## Delegation:

The CEO is delegated the power to serve notice on the builder or owner requiring alterations to a building, subject to Section 190 of the Building Act 2011 and as per the former provisions of Section 401 of the Local Government (Miscellaneous Provisions) Act 1960. The delegation is only for a proceeding prior to the commencement of the Building Act.

## Conditions and Exceptions:

Coordinator Building Approvals may:

- Refer notices to the Shire's Lawyer where it is considered appropriate; and
- Determine that an order is to remain in effect in accordance with section 117(2) of the Building Act 2011 where it is considered appropriate.

Reporting  
Requirements:

Details of notices given must be recorded in the appropriate record to meet legislative requirements.  
*Financial Interest Returns Required - Yes*

## Details of Review:

11 December 2013 PREVIOUSLY DA 39, 40 AND 41  
16 July 2014

## BUILDING ACT 2011

### DA07-7

### ENCROACHMENT OVER, ON, OR UNDER STREET

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

Despite the Interpretation Act 1984 section 37(1) if, immediately before commencement day - a notice under section 400(3) of the former provisions was in effect.

Section 400(3) of the Local Government (Miscellaneous Provisions) Act 1960 states:

If, within 35 days after written notice by the local government to remove a building or part of a building or an awning, veranda, or balcony which is not erected, rebuilt, placed, or provided in conformity with the requirements of section 400, or to alter it so that as altered it will conform with those requirements, has been served on the owner or occupier of the building, it is not removed or so altered, the Magistrates Court may grant a warrant to the local government, authorising the local government forthwith to cause the building or the awning, veranda, or balcony, to the extent to which it so encroaches, to be taken down or altered to comply with those requirements and may make such order as to the costs of and incidental to the proceedings as the court thinks fit, and the local government, by its agents, servants and workmen may by authority of a warrant so granted, lawfully enter the land on which it stands and take down, and remove it, accordingly at the expense of the owner or occupier, and the local government may recover the amount of the expense of doing so from the owner or occupier in a court of competent jurisdiction, and a warrant so granted or an order so made is not subject to appeal.

**Legislative Power or  
duty delegated:**

Section 400 of the Local Government (Miscellaneous Provisions) Act 1960.

**Legislative power to delegate**

Section 127 of the Building Act 2011

**Delegation to:**

Chief Executive Officer

**Delegation:**

The CEO is delegated the power to serve notice on the owner or occupier to remove part of a building encroaching over, on or under a street, subject to Section 189(4)(a) of the Building Act 2011 and as per section 400(3) of the former provisions from the Local Government (Miscellaneous Provisions) Act 1960.

**Conditions and Exceptions:**

Nil

**Reporting  
Requirements:**

Details of all notices issued must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - Yes*

**Details of Review:**

11 December 2013  
16 July 2014

BUILDING ACT 2011

DA07-8

APPOINTMENT OF AUTHORISED PERSONS (SWIMMING POOL INSPECTORS)

Function to be performed:  
*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government may, in writing, appoint persons or classes of persons to be authorised for the purposes of performing particular functions of the Building Act 2011 and the Building Regulations 2012.

Legislative Power or  
duty delegated:

Section 93 (2)(d) of the Building Act 2011 and s.53 of the Building Regulations 2012.

Legislative power to delegate

Section 5.42 and section 5.44 of the Local Government Act 1995

Delegation to:

Chief Executive Officer

Delegation:

The CEO is delegated the power to appoint authorised persons for the purpose of inspecting private swimming pools and enforcing the provisions of the Act, subject to Regulation 54(2)\* of the Building Regulations 2012.

*\*Regulation 52 (2): For the purposes of section 93(2)(d) a person who was an authorised person for the purposes of section 245A of the repealed provisions immediately before repeal day is to be taken to be an authorised person in relation to the inspection of private swimming pool enclosures for the period commencing on repeal day and ending on the day that is 5 years after that day.*

Conditions and Exceptions:

Governance to be advised of the appointment of all authorised persons.  
External authorised organisations to be identified.

Reporting  
Requirements:

Details of all swimming pools inspected must be recorded in the appropriate record to meet legislative requirements and written authorisations must be given and recorded in the Authorised Officers Register to meet legislative requirements (including personal file).

*Financial Interest Returns Required - No*

Details of Review:

11 December 2013  
16 July 2014

BUILDING ACT 2011

DA07-9

RECOVER THE CHARGE IMPOSED FOR PRIVATE SWIMMING POOL INSPECTION

Function to be performed:  
*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government may recover the amount of a charge imposed under Regulation 53(2) of the Building Regulations 2012 in a court of competent jurisdiction in association with the previous provisions of the Local Government (Miscellaneous Provisions) Act 1960.

Legislative Power or  
duty delegated:

Section 9.71(2)(3) of the Local Government Act 1995 and subject to Regulation 53(2) of the Building Regulations 2012.

Legislative power to delegate

Section 5.42 and section 5.44 of the Local Government Act 1995

Delegation to:

Chief Executive Officer

Delegation:

The CEO is delegated the power to recover the amount of a charge imposed for the inspection of a private swimming pool in a court of competent jurisdiction, subject to Regulation 53(2) of the Building Regulations 2012

Conditions and Exceptions:

Nil

Reporting  
Requirements:

Details of the recovery and court action must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

Details of Review:

11 December 2013  
16 July 2014



## BUILDING ACT 2011

### DA07-10

### APPOINTMENT OF AUTHORISED PERSONS – BUILDING ACT 2011

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government may, in writing, appoint persons or classes of persons to be authorised for the purposes of performing particular functions of the Building Act 2011 and the Building Regulations 2012

**Legislative Power or  
duty delegated:**

Section 96 (3) of the Building Act 2011

**Legislative power to delegate**

Section 5.42 and section 5.44 of the Local Government Act 1995

**Delegation to:**

Chief Executive Officer

**Delegation:**

Authority to appoint authorised persons for the purposes of the Building Act 2011 and the Building Regulations 2012 in relation to buildings and incidental structures located, or proposed to be located in the Shire's district.

**Conditions and Exceptions:**

The Delegation is subject to section 100(2) of the Building Act 2011:

*"The authorised person is not entitled to enter a part of a place in use as a residence, except –*

- a) with the consent of an adult occupier; or*
- b) under the authority of an entry warrant; or*
- c) to take action under section 118(2) in relation to a building order emergency); and*

*Section 127 (3) of the Building Act 2011*

- (3) A delegation of a local government's powers or duties may be only to a local government employee"*

**Reporting  
Requirements:**

Details of the recovery and court action must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required – No*

**Details of Review:**

15 September 1988  
16 July 2002  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
24 June 2009  
17 February 2010  
30 October 2011  
11 December 2013 PREVIOUSLY DA022  
28 February 2014  
16 July 2014

*BUSH FIRES ACT 1954*

DA07-11

POWERS AND DUTIES – BUSH FIRES ACT 1954

Function to be performed:  
*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

All powers, duties and functions of the local government under the Bush Fires Act 1954.

Legislative Power or  
duty delegated:

Bush Fires Act 1954

Legislative power to delegate

Section 48 – Delegation by local governments Bush Fires Act 1954

Delegation to:

Chief Executive Officer

Delegation:

No statutory power provided to sub-delegate s48(3)

Conditions and Exceptions:

Excludes powers and duties that:

- are prescribed in the Act with the requirement for a resolution by the local government
- are prescribed in the Act for performance by prescribed offices; or
- are subject to separate delegate authority within this register.

Reporting  
Requirements:

Details of all notices issued must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

Details of Review:

11 December 2013  
16 July 2014

## BUSH FIRES ACT 1954

### DA07-12

### PROHIBITED BURNING TIMES

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

Determine to vary Prohibited Burning Times, in accordance with s17(7) and (8), regarding:

- shortening, extending, suspending or reimposing a period of prohibited burning times; or
- imposing a further period of prohibited burning times.

**Legislative Power or  
duty delegated:**

Bush Fires Act 1954

**Legislative power to delegate**

Section 17(10), Bush Fires Act 1954

**Delegation to:**

Chief Bush Fire Control Officer

**Delegation:**

No statutory power provided to sub-delegate s48(3)

**Conditions and Exceptions:**

1. The Minister may, by declaration published in the Gazette, declare the times of the year during which it is unlawful to set fire to the bush within a zone of the State mentioned in the declaration and may, by subsequent declaration so published, vary that declaration or revoke that declaration either absolutely or for the purpose of substituting another declaration for the declaration so revoked.
2. Where by declaration made under subsection (1) prohibited burning times have been declared in respect of a zone of the State then, subject to such variations (if any) as are made under that subsection from time to time, those prohibited burning times shall have effect in respect of that zone in each year until that declaration is revoked.
3. A copy of the Gazette containing a declaration published under subsection (1) shall be received in all courts as evidence of the matters set out in the declaration.
4. Where the FES Commissioner considers that burning should be carried out on any land, the FES Commissioner may suspend the operation of a declaration made under subsection (1), so far as the declaration extends to that land, for such period as the FES Commissioner thinks fit and specifies and subject to such conditions as may be prescribed or as the FES Commissioner thinks fit and specifies.

**Reporting  
Requirements:**

Details of all notices issued must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

**Details of Review:**

15 September 1998  
16 October 2001  
17 June 2003  
24 October 2006  
20 March 2007  
19 February 2008  
17 March 2009  
24 June 2009  
17 February 2010  
11 December 2013 PREVIOUSLY DA017  
16 July 2014

## BUSH FIRES ACT 1954

DA07-13

## PROSECUTIONS

### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

### Issue Infringement Notices.

Consider allegations of offences alleged to have been committed against this Act in the district of the local government and, if the delegate thinks fit, to institute and carry on proceedings in the name of the local government against any person alleged to have committed any of those offences in the district.

*Note: s59A(3) and Bush Fires (Infringements) Regulations 1958, Reg.4(a) provide that only the President or the Chief Executive Officer may withdraw an infringement notice.*

### Legislative Power or duty delegated:

Bush Fires Act 1954  
s59(3) Prosecution of Offences  
s59A(2) Alternative Procedure – Infringement Notices

### Legislative power to delegate

Section 59(3) – Delegation by local governments Bush Fires Act 1954

### Delegation to:

Chief Bush Fire Control Officer  
Fire Control Officers  
Senior Ranger~~All Rangers~~  
Executive Manager, Development and Regulatory Services  
Building Compliance Officer

### Delegation:

No statutory power provided to sub-delegate s48(3)

### Conditions and Exceptions:

Nil

### Reporting Requirements:

Details of all notices issued must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

### Details of Review:

15 September 1998  
16 October 2001  
17 June 200  
24 October 2006  
20 March 2007  
19 February 2008  
17 March 2009  
24 June 2009  
17 February 2010  
30 October 2011  
11 December 2013 PREVIOUSLY DA016  
16 July 2014

DA07-14

APPOINTMENT OF EXECUTIVE MANAGER, DEVELOPMENT AND  
REGULATORY SERVICES AND ENVIRONMENTAL HEALTH  
NOMINATED SHIRE OFFICERS AS AUTHORISED OFFICERS UNDER  
THE FOOD ACT 2008

Function to be performed:  
*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*  
Legislative Power or  
duty delegated:

The Council delegates to the CEO authority to exercise all of the functions conferred or imposed on the Shire, as an enforcement agency, under and subject to s.118(2) of the Food Act.

Food Act 2008  
s122 Appointment of Authorised Officers and s126 Infringement Notices

Legislative power to delegate

Section 118(2) of the Food Act 2008

Delegation to:

Chief Executive Officer

Delegation:

The Chief Executive Officer appoints  
Executive Manager, Development and Regulatory Services  
• and Building Compliance Officer as a Designated Officers for the purposes of the Food Act 2008 (s126(6)(7))  
• Environmental Health Officers as Authorised Officers for all food premise types and under the Food Act 2008

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Conditions and Exceptions:

Powers under the Act limited to the following and the authorisation does not extend to the Financial Provisions of the Act:

The Executive Manager, Development and Regulatory Services, Building Compliance Officer and the Environmental Health Officers as the Designated Officer for the purposes of Section 126 of the Food Act 2008:

- 1) May, in a particular case, extend the period of 28 days within which the modified penalty may be paid, and the extension may be allowed whether or not the period of 28 days has elapsed;
- 2) May, whether or not the modified penalty has been paid, withdraw an infringement notice by sending the alleged offender a notice in the prescribed form stating that the infringement notice has been withdrawn."

Environmental Health Officers:

- Section 38 Entry, inspection and seizure
- Section 126(2) Issuing of Infringement notices
- Section 62 Issuing of Improvement Notices

The power to prosecute any person is only exercised by agreement of the Executive Manager, Development and Regulatory Services and Building Compliance Officer.

Reporting  
Requirements:

Details of all authorised officers appointed must be recorded in the appropriate record to meet legislative requirements.  
*Financial Interest Returns Required - Yes*

Details of Review:

30 October 2011  
11 December 2013 PREVIOUSLY DA047  
16 July 2014

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

An enforcement agency may serve a prohibition order on the proprietor of a food business if it believes that:

- (a) any of the circumstances specified in section 62(a), (b), (c) or (d) exist; and
- (b)(i) The proprietor of a food business has not complied with an improvement notice within the time required by section 63 for compliance; or
- (b)(ii) the issue of the order is necessary to prevent or mitigate a serious danger to public health.

An enforcement agency may instigate proceedings against an alleged offender for breach of the Food Act 2008. Proceedings for an offence under this Act may only be instituted –

- (a) unless paragraph (b) applies – within 12 months after the date on which the offence is alleged to have been committed; or
- (b) if the proceedings are in respect of a sample of food – within 6 months after the date on which the sample was obtained.

**Legislative Power or  
duty delegated:**

Section 65 of the Food Act 2008  
Section 125 of the Food Act 2008

**Legislative power to delegate**

Section 118 of the Food Act 2008

**Delegation to:**

Chief Executive Officer  
Environmental Health Officers  
Building Compliance Officer  
Principal Health Officer  
Coordinator of Health

**Delegation:**

Environmental Health Officers are delegated the power to issue prohibition orders in accordance with section 65 of the Food Act 2008;

Environmental Health Officers are delegated the power to initiate appropriate legal action in accordance with section 125 of the Food Act 2008.

**Conditions and Exceptions:**

The power to prosecute any person is only exercised by agreement of Chief Executive Officer in conjunction with advice from the Shire's Lawyer.

**Reporting  
Requirements:**

Details of all prosecutions must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

**Details of Review:**

11 December 2013 PREVIOUSLY DA047  
16 July 2014

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

An enforcement agency, after making a prohibition order, must give a certificate of clearance if, after an inspection of the premises, part of the premises, vehicle or equipment, or the handling of food in the way or for the purpose, or the activities, specified in the order, the agency finds, by the agency's own inspection or the report of an authorised officer, that –

- (a) the premises are not, or the part of the premises, vehicle or equipment, or the handling of food by the food business in the specified way or for the specified purpose, or the carrying out of the specified activities is not, a serious danger to public health; and
- (b) the person on whom the prohibition order was served has complied with the prohibition order and any improvement notices served on the person.

An enforcement agency must give written notification to the proprietor of a food business on whom a prohibition order has been served of the decision not to give a certificate of clearance after an inspection under Section 66 or 67.

**Legislative Power or  
duty delegated:**

Section 65 of the Food Act 2008  
Section 67 of the Food Act 2008

**Legislative power to delegate**

Section 118 of the Food Act 2008

**Delegation to:**

Chief Executive Officer  
Environmental Health Officers  
Building Compliance Officer  
Principal Health Officer  
Coordinator of Health

**Delegation:**

Environmental Health Officers are delegated the power to clear and remove a prohibition order in accordance with section 66 of the Food Act 2008, and to provide written notification as required with respect to any decision made not to issue a certificate of clearance following an inspection under either Section 66 or 67.

**Conditions and Exceptions:**

The power to prosecute any person is only exercised by agreement of the Chief Executive Officer.

**Reporting  
Requirements:**

Details of all prosecutions must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

**Details of Review:**

11 December 2013  
16 July 2014

LIQUOR ACT 1988

DA07-17

AUTHORITY TO ISSUE CERTIFICATES UNDER SECTION 39 –  
LIQUOR ACT 1988

Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

An application made to the licensing authority for the grant or removal of a licence, or for a change in the use or condition of any premises shall be accompanied by a certificate from the local government for the district in which the premises to which the application relates are situated, or are to be situated, unless the licensing authority otherwise determines.

Legislative Power or  
duty delegated:

Section 39 of the Liquor Control Act 1988

Legislative power to delegate

Section 39 of the Liquor Control Act 1988

Delegation to:

|  
  
|

Executive Manager, Community Development  
Executive Manager, Development and Regulatory Services  
Environmental Health Officers  
Coordinators, Building & Health  
Building Compliance Officer

Delegation:

To issue a certificate on behalf of the Shire, subject to section 39 of the Liquor Control Act 1988.

Conditions and Exceptions:

Nil

Reporting  
Requirements:

Details of all certificates issued must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

Details of Review:

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27 March 2009  
25 June 2009  
30 October 2011  
11 December 2013 PREVIOUSLY DA038  
16 July 2014



STRATA TITLES ACT 1985

DA07-18

GRANTING OF A CERTIFICATE – FORM 26

Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

Issue prescribed Strata Title Local Government Certificate Form 26 Certificate of Approval under Section 25 of the Strata Titles Act 1985

Power to determine applications for the issuing of a certificate of approval under section 25 of the Strata Titles Act 1985 for a plan of subdivision, re-subdivision or consolidation, except those applications that:

- (a) propose the creation of a vacant lot;
- (b) proposed vacant air stratas in multi-tiered strata scheme developments;
- (c) in the opinion of the WAPC as notified to the relevant local government in writing, or in the opinion of the relevant local government as notified to the WAPC in writing, relate to:
  - (i) a type of development; and/or
  - (ii) land within an area,

which is of state or regional significance, or in respect of which the WAPC has determined is otherwise in the public interest for the WAPC to determine the application.

Legislative Power or  
duty delegated:

Strata Titles Act 1985  
s25 Certificate of Commission

Legislative power to delegate

Local Government Act 1995, Section 5.42 and section 5.44  
Planning and Development Act 2005, Section 16(3)(e)  
gazetted on 9 June 2009

Delegation to:

Executive Manager, Corporate Services  
Executive Manager, Development and Regulatory Services  
Principal Town Planner  
Building Compliance Officer

Delegation:

The above Officers are delegated the power to grant a certificate by the local government, subject to Section 25 of the Strata Titles Act 1985.

Conditions and Exceptions:

A local government that exercises the power referred to in clause 1 above (Functions to be performed) is to provide WAPC with data on all applications determined under this Instrument of Delegation at the conclusion of each financial year in the format prescribed by the WAPC.

Reporting  
Requirements:

Details of all notices issued must be recorded in the appropriate record to meet legislative requirements.  
*Financial Interest Returns Required – No*

Details of Review:

11 December 2013  
16 July 2014

CATS ACT 1954

DA07-19

APPOINTMENT OF AUTHORISED PERSONS – CAT ACT 2011

Function to be performed:  
*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

A local government may, in writing, appoint persons or classes of persons to be authorised for the purposes of performing particular functions under the Cat Act 2011.

Legislative Power or  
duty delegated:

Section 48 of the Cat Act 2011

Legislative power to delegate

Cat Act 2011

Delegation to:

Chief Executive Officer

Delegation:

The Chief Executive Officer is delegated the power to appoint authorised persons for the purposes of performing particular functions under the Cat Act 2011.

Conditions and Exceptions:

Nil

Reporting  
Requirements:

Details of all decision made must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

Details of Review:

11 December 2013  
16 July 2014

Function to be performed: <i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].</i>	<p>A local government may, in writing, appoint persons or classes of persons to be authorised for the purposes of performing particular functions under the Dog Act 1976.</p> <p>Nothing in section 10AA limits the ability of a local government's chief executive officer to perform a function through an officer or agent.</p>
Legislative Power or duty delegated:	Section 10AA and 10AB of the Dog Act 1976
Legislative power to delegate	Section 10AA and 10AB of the Dog Act 1976
Delegation to:	Executive Officer and nominate authorised officers under this Act.
Delegation:	The Chief Executive Officer is delegated the power to appoint authorised persons for the purposes of performing particular functions under the Dog Act 1976.
Conditions and Exceptions:	<p>Withdrawal of an Infringement Notice can only to be approved by the Chief Executive Officer, Executive Manager, Infrastructure Services or Executive Manager, Development and Regulatory Services.</p> <p>The authorised Officers are appointed to undertake the powers of an authorised person under the Dog Act 1976 the Dog Regulations 1976 and the Dog (Restricted Breeds) Regulations No 2 2002. The appointment includes the power of an authorised person to declare a dog to be a dangerous dog under section 33E of the Act.</p>
Reporting Requirements:	<p>Details of all decision made must be recorded in the appropriate record to meet legislative requirements.</p> <p><i>Financial Interest Returns Required – No</i></p>
Details of Review:	<p>11 December 2013 16 July 2014</p>

RESIDENTIAL TENANCY ACT 1997

DA07-21 APPOINTMENT OF AUTHORISED PERSONS –RESIDENTIAL  
TENANCY ACT 1997

Function to be performed: <i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].</i>	The Commissioner <u>of the Residential Tenancy Act 1997</u> may delegate to any person any of his or her powers or functions, other than the power of delegation to exercise functions associated with the Residential Tenancy Act 1997.
Legislative Power or duty delegated:	Section 9 of the Residential Tenancy Act 1997
Legislative power to delegate	Section 9 of the Residential Tenancy Act 1997
Delegation to:	Chief Executive Officer Manager, Strategic and Economic Development Manager, Organisational Development
Delegation:	The Chief Executive Officer and Manager, Organisational Development are delegated the power as authorised persons for the purposes of performing functions under the Residential Tenancy Act 1997.
Conditions and Exceptions:	Nil
Reporting Requirements:	Details of all decision made must be recorded in the appropriate record to meet legislative requirements.  <i>Financial Interest Returns Required – Yes</i>
Details of Review:	11 December 2013 16 July 2014

PART 8  
SHIRE OF ASHBURTON  
TOWN PLANNING SCHEME NO.7

PLANNING AND DEVELOPMENT ACT  
2005

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## CERTAIN PLANNING FUNCTIONS RELATING TO SHIRE OF ASHBURTON TOWN PLANNING SCHEME NO. 7

### Function to be performed:

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

The Council may require the preparation and presentation as a prerequisite to:

- the Council's support for a proposal to rezone or reclassify land in the District;
- the Council's support for an application to subdivide or amalgamate lots; or
- the Council's consideration of an application for Planning Approval.

Applications for planning approval;

All matters which arise out of the imposition of conditions on planning approvals;

All matters delegated to the Shire under the Planning and Development Act 2005, or functions that the Shire is authorised to exercise under that Act.

### Legislative Power or duty delegated:

Clause 9.3 of the text to Shire of Ashburton Town Planning Scheme No. 7 and Sections 5.45 and 5.46 of the Local Government Act 1995

### Legislative power to delegate

Shire of Ashburton Town Planning Scheme No. 7

### Delegation to:

Chief Executive Officer

### Delegation:

A. Advertising and Determining Applications for Planning Approval

#### Power/Duty

##### 1. Notification and Advertising of Applications for Planning Consent

In accordance with Clause 5.7.2 of the Shire of Ashburton Local Planning Scheme No 7 determine that a particular application will be advertised and notify the applicant accordingly.

Determine those landowners and occupiers to whom notice of an application for Planning Consent required to be advertised shall be provided pursuant to Clause 5.7.3 (b) of Shire of Ashburton Local Planning Scheme No. 7.

Determine the requirement for consultation with other of authorities for an application for Planning Approval pursuant to Clause 5.8 of the Shire of Ashburton Local Planning Scheme No. 7.

##### 2. Consideration of Applications for Planning Approval

Determine applications for Planning Approval made in accordance with Clause 5.10 of the Shire of Ashburton Local Planning Scheme No. 7 and/or Statement of Planning Policy No. 1 – Residential Design Codes irrespective of whether objections have been received and impose conditions or grounds of refusal as required.

##### 3. Determine requests for Amending or Revoking a Planning Approval

Determine requests for Amending or Revoking a Planning Approval a Planning made in accordance with Clause 5.13 of the Shire of Ashburton Local Planning Scheme No. 7 where the original permit was issued under delegated authority.

##### 4. Conditions

An officer to whom delegated authority is granted is not to exercise that authority in circumstances where the Chief Executive Officer has received a request from a Councillor that the matter be referred to Council for consideration or determination.

## B. Advertising draft Development Plans

### Power/Duty

#### 1. Notification and Advertising of Applications for a draft Development Plan/s

Determine the requirement for advertising for public comment a draft Development Plan/s pursuant to Clause 6.4.7 of the Shire of Ashburton Local Planning Scheme No. 7

#### 2. Consideration of Applications for draft Development Plan/s

Determine applications for adoption or endorsement of Development Plans where no objections have been received and impose conditions or alternatively grounds of refusal as required.

#### 3. Conditions

An officer to whom delegated authority is granted is not to exercise that authority in circumstances where the Chief Executive Officer has received a request from a Councillor that the matter be referred to Council for consideration or determination.

Prior to determining any application adoption or endorsement of a Development Plan, the delegate shall ensure that a copy of the respective Plan has been provided to all Councillors and for Councillors to be given a period of not less than 14 days to request the delegate to refer the respective Plan to Council for determination.

## C. Advertising Extension for Town Planning Scheme Amendments and Development Plans

### Power/Duty

To extend the advertising period for planning scheme amendments and development plans, where considered necessary to provide for adequate consultation and/or accommodate specific community consultation exercises (e.g. special electors meetings, workshops etc).

### Conditions

An officer to whom delegated authority is granted is not to exercise that authority in circumstances where the Chief Executive Officer has received a request from a Councillor that the matter be referred to Council for consideration or determination.

## D. Subdivision and Development Design

### Power/Duty

To approve plans and impose Council's accepted Standards and Specifications on subdivisions and developments and similar works done by the Shire.

### Conditions

An officer to whom delegated authority is granted is not to exercise that authority in circumstances where the Chief Executive Officer has received a request from a Councillor that the matter be referred to Council for consideration or determination.

## E. Consideration of WAPC Referrals of Applications for Subdivision Approval

### Power/Duty

Pursuant to S142 of the Planning and Development Act 2005, provide comment to the Western Australian Planning Commission (WAPC) on matters associated with subdivision applications, proposed development plans (or similar) and licence applications.

F. Clearance of Local Government Conditions associated with Subdivision Approval

Power/Duty

Pursuant to S143 of the Planning and Development Act 2005 and where the WAPC has included conditions on a subdivision approval relevant to the Shire, determine the 'clearance' of a condition designated (LG) in a subdivision approval issued by the WAPC.

G. Issue of Certificates (Strata Titles).

Power/Duty

Pursuant to the provisions of Section 23 of the Strata Titles Act 1985, the Manager Building Services is authorized to issue the appropriate certificates in respect to buildings as may be shown on a strata plan to be lodged for registration under the Act, wherein the opinion of the Manager Building Services:

The buildings shown on the strata plan are first inspected to ensure compliance with town planning, health and engineering requirements as provided for in the Shire of Ashburton Local Planning Scheme No. 7 and Residential Design Codes and Shire Policies; and

The buildings are of sufficient standard and suitable to be divided into lots pursuant to the Strata Titles Act.

H. Directions regarding unauthorized development

Power/Duty

To give directions in relation to unauthorized development and to authorize any action available to the responsible authority under the Planning and Development Act 2005 incidental to such written direction, including but not limited to issuing a notice to correct or amend the development or to commence legal action.

Conditions

An officer to whom delegated authority is granted is not to exercise that authority in circumstances where the Chief Executive Officer has received a request from a Councillor that the matter be referred to Council for consideration or determination.

I. Responsible Authority Reports to the Development Assessment Panel

Power/Duty

To submit Responsible Authority Reports to the Development Assessment Panel pursuant to Regulation 12 of the Planning & Development (Development Assessment Panels) Regulations 2011.

Conditions

The Chief Executive Officer is to advise Councillors of the lodgement of a Pilbara JDAP application in the 'Councillors Information Bulletin' and report to Council at the earliest opportunity, the outcome of the Pilbara JDAP decision.

Conditions and Exceptions:

This Delegation does not preclude the Delegate or Sub-Delegate referring the categories of



development or legal proceedings outlined above, to Council for determination, after having regard to the circumstances of a particular case.

Reporting  
Requirements:

Details of all approvals given and actions taken must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - No*

Details of Review:

24 October 2006  
19 February 2008  
17 March 2009  
24 June 2010  
17 February 2010  
30 October 2011  
11 December 2013  
11 December 2013 (REVISED DA28 and DA35  
16 July 2014

## PART 9

# COMMUNITY RELATIONSHIPS

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DA09-1

## REQUEST FOR DONATIONS – COMMUNITY GROUPS

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

To approve requests for donations or sponsorship from community groups as per Council's policy

**Legislative Power or  
duty delegated:**

Section 6.7(2) of the Local Government Act 1995

**Legislative power to delegate**

Section 5.42 and Section 5.44, Local Government Act 1995

**Policy:**

REC08 Community Donations, Sponsorships and Funding Policy  
FIN05 Fees and Charges Schedule Policy;

**Delegation to:**

Chief Executive Officer

**Delegation:**

The CEO is delegated the power to approve requests for donations or sponsorship from community groups, subject to section 6.7(2) of the Local Government Act 1995.

**Conditions and Exceptions:**

Subject to –

- conditions contained in Council's REC08 Community Donations, Sponsorships and Funding Policy and FIN05 Fees and Charges Schedule Policy;
- a value not exceeding \$2,500 ~~\$500~~ per request;
- funding being allocated in the Shire's Annual Budget

**Reporting  
Requirements:**

Details of donations and waivers of fees and charges approved under delegated authority must be recorded in the appropriate record to meet legislative requirements and elected members informed of approved applications at the next ordinary meeting of Council.

*Financial Interest Returns Required - Yes*

**Details of Review:**

11 December 2013 PREVIOUSLY DA033  
16 July 2014

## DA09-2

## AUTHORITY TO APPROVE DONATIONS

**Function to be performed:**

*This text is provided as a reference only.  
Delegates shall only act in full  
understanding of the delegated statutory  
power, inclusive of conditions [see below].*

Authority to approve donations in accordance with the provision of Council's REC08 Community Donations, Sponsorships and Funding Policy and FIN05 Fees and Charges Schedule Policy;

**Legislative Power or  
duty delegated:**

Section 6.7(2) Local Government Act 1995

**Legislative power to delegate**

Section 5.42 and Section 5.44, Local Government Act 1995

**Policy:**

REC08 Community Donations, Sponsorships and Funding Policy  
FIN05 Fees and Charges Schedule Policy;

**Delegation to:**

Chief Executive Officer

**Delegation:**

The CEO is delegated the power to approve donations, sponsorship and waive fees and charges, subject to section 6.7(2) of the Local Government Act 1995.

**Conditions and Exceptions:**

Subject to –  
conditions contained in Council's REC08 Community Donations, Sponsorships and Funding Policy and FIN05 Fees and Charges Schedule Policy;  
funding being allocated in the Annual Budget

**Reporting  
Requirements:**

Details of all donations made on behalf of the Shire must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - Yes*

**Details of Review:**

11 December 2013  
16 July 2014



# COUNCIL APPROVED AUTHORISATIONS

## Register 2014

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# COUNCIL APPROVED AUTHORISATIONS

These Acts do not contain a head of power to **delegate**.

Council **authorises** the appropriate staff to undertake the functions to be performed under each Act.

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*ABORIGINAL HERITAGE ACT 1972*

*CARAVAN PARKS AND CAMPING GROUNDS ACT 1995*

*CEMETERIES ACT 1986*

*CONTROL OF VEHICLES (OFF-ROAD AREAS) ACT 1978*

*FINES, PENALTIES AND INFRINGEMENT NOTICES ENFORCEMENT ACT 1994*

*HEALTH ACT 1911*

*LITTER ACT 1979*

*SPEAR-GUNS CONTROL ACT 1955*

*SHIRE OF ASHBURTON LOCAL LAWS*



CAA01-1 APPLICATIONS FOR USE OF LAND UNDER SECTION 18 OF  
THE ABORIGINAL HERITAGE ACT 1972

Function to be performed: <i>This text is provided as a reference only. Authorises shall only act in full understanding of the Authorised statutory power, inclusive of conditions [see below].</i>	Make application to the Aboriginal Cultural Heritage Committee to use land for a purpose which, unless the Minister gives his consent under Section 18 of the Aboriginal Heritage Act 1972 (the Act), would be likely to result in a breach of section 17 of the Act in respect of any Aboriginal site that might be on the land.
Legislative Power or duty Authorised:	Section 18 of the Aboriginal Heritage Act 1972
Legislative power to Authorise	Section 5.41(i) of the Local Government Act 1995
Authorisation to:	Chief Executive Officer
Authorisation:	To make applications under section 18 of the Aboriginal Heritage Act 1972 in relation to land owned or managed by the Shire.
Conditions and Exceptions:	N/A
Chief Executive Officer Authorises to:	N/A
Authorisation Authorised by the CEO	N/A
Reporting Requirements:	Details of actions taken under this Authorisation are to be retained on the appropriate file or record.  <i>Financial Interest Return Required - No</i>
Details of Review: 	11 December 2013 <a href="#">21 May 2014</a>

## CAA01-2 APPOINTMENT OF AUTHORISED PERSONS – CARAVAN PARKS AND CAMPING GROUNDS ACT 1995

**Function to be performed:**

*This text is provided as a reference only. Authorises shall only act in full understanding of the Authorised statutory power, inclusive of conditions [see below].*

A local government —

- (a) may appoint such persons to be authorised persons for the purposes of this Act as the local government considers necessary; and
- (b) must issue each person appointed under paragraph (a) with an identity card, in the prescribed form, certifying that the person is an authorised person under this Act.

**Legislative Power or duty Authorised:**

The powers of a “authorised person” under the Caravan Parks and Camping Grounds Act 1995 and the Caravan and Camping Grounds Regulations 1997.

**Legislative power to Authorise**

Section 17(1) of the Caravan Parks and Camping Grounds Act 1995

**Appointed as Authorised Person**

For the purposes of Division 1 of Part 2 and Sections 22 and 23(5) and (7) of the Caravan Parks and Camping Grounds Act 1995:-

- Chief Executive Officer
- Executive Managers
- ~~Manager, Building Services~~
- Environmental Health Officers
- ~~Building Compliance Officer~~
- ~~Project Officers (Onslow)~~
- ~~Manager, Caravan Park (Onslow)~~

For the purposes of section 23(2) of the Caravan Parks and Camping Grounds Act 1995:-

- Environmental Health Officers
- Building Surveyors
- Development Compliance Officers
- ~~All~~ Rangers
- ~~Building Compliance Officer~~
- ~~Project Officers (Onslow)~~
- Manager, Caravan Park (Onslow)

**Conditions and Exceptions:**

The Senior Environmental Health Officers, Environmental Health Officers, Building Surveyors, ~~Building Compliance Officer, Project Officer (Onslow), Manager, Caravan Park (Onslow) and Rangers~~ are empowered to sign such documents, issue notices and initiate appropriate legal action on behalf of the Shire when a breach of the said Act and related legislation warrants such action provided that the power to prosecute any person is only exercised by agreement of the Executive Managers.

**Reporting Requirements:**

Any actions taken or notices issued are to be recorded on the appropriate file or record. Copies of applications, licences and notices are to be recorded on the appropriate file or record.

*Financial Interest Returns Required – Yes*

**Details of Review:**

11 December 2013  
21 May 2014

CAA01-3 CONTROL OF VEHICLES (OFF-ROAD AREAS) ACT 1978 –  
APPOINTMENT OF AUTHORISED PERSONS

Function to be performed: <i>This text is provided as a reference only. Authorises shall only act in full understanding of the Authorised statutory power, inclusive of conditions [see below].</i>	<p>A local government may by resolution appoint —</p> <ul style="list-style-type: none"><li>• any employee of the local government; and</li><li>• where the Minister by notice published in the <i>Government Gazette</i> authorises the local government to do so, any member of the council of that local government, to be an authorised officer for the purposes of this Act either in respect of the whole of its district or any part thereof defined in the appointment.</li></ul>
Legislative Power or duty of the appointment	Powers of an authorised officer for the purposes of the Control of Vehicles (Off-road Areas) Act 1978 and the Control of Vehicles (Off-road Areas) Regulations 1979 for the whole of the district of the Shire.
Legislative power to Authorise	Section 38(3) of the Control of Vehicles (Off-road Areas) Act 1978
Appointed as Authorised Person	Chief Executive Officer Executive Manager, <del>Technical Services</del> <u>Infrastructure Services</u> <del>Manager, Building Services</del> <u>Executive Manager, Development and Regulatory</u> <u>Services</u> <del>All</del> Rangers <u>Building Compliance Officer</u>
Appointment	<p>A person who is appointed as an authorised officer —</p> <ul style="list-style-type: none"><li>(a) has within the area of jurisdiction entrusted to him by the appointment the duties and powers of an authorised officer under this Act, and may exercise such powers within that area;</li><li>(b) may exercise the powers conferred upon him by this Act in relation to any person or vehicle which he has reason to believe is concerned in a contravention of this Act notwithstanding that such person or vehicle is not then within the area of jurisdiction entrusted to him if that person or vehicle was pursued from that area or is known to have been in that area at the time of the contravention;</li><li>(c) may, for the purposes of this Act in the course of his duty, enter on any land or, using only such force as is necessary, may enter a vehicle for the purpose of removing it.</li></ul>
Conditions and Exceptions:	Withdrawal of an Infringement Notice can only to be approved by the Chief Executive Manager, Technical Services or Manger, Building having regard for the Shire's Withdrawal of Infringement Notice Management Procedure.
Reporting Requirements:	<p>Register of, and review of, Authorisations</p> <ul style="list-style-type: none"><li>(1) The chief executive officer of a local government is to keep a register of<ul style="list-style-type: none"><li>(a) Authorisations made under section 10AA(1); and</li><li>(b) further Authorisations made under the authority of an Authorisation made under section 10AA(1).</li></ul></li></ul>

- (2) At least once every financial year —
  - (a) Authorisations made under section 10AA(1); and
  - (b) further Authorisations made under the authority of an Authorisation made under section 10AA(1), are to be reviewed by the delegator.

*Financial Interest Returns Required – Yes*

Details of Review:

11 December 2013 PREVIOUSLY DA013  
21 May 2014

CAA01-4      SPEAR-GUNS CONTROL ACT 1955 - APPOINTMENT OF INSPECTORS

Function to be performed: <i>This text is provided as a reference only. Authorises shall only act in full understanding of the Authorised statutory power, inclusive of conditions [see below].</i>	In this Act unless the context requires otherwise —  “Inspector” means any member of the Police Force of the State and any fisheries officer referred to in the Fish Resources Management Act 1994, and in the application of this Act in a prohibited area that comprises an area vested in or under the care, control and management of a local government, includes any person appointed by that local government as an inspector;
Legislative power or duty of appointment	The powers of an Inspector under the Spear-guns Control Act 1955.
Legislative power to appoint	Section 3 of the Spear-guns Control Act 1955
Appointed as Authorised Person	Executive Manager, <del>Technical Services</del> <u>Infrastructure Services</u> <del>Manager, Building Services</del> <u>Executive Manager, Development and Regulatory Services</u> <del>All</del> Rangers <u>Building Compliance Officer</u>
Appointment	The powers of an Inspector under the Spear-guns Control Act 1955 within the district of the Shire.
Reporting Requirements:	Appointment to be in writing and a copy kept on the Officers personal record. Details of exercising the Authorisation are to be recorded on the appropriate file or record.  <i>Financial Interest Returns Required – No</i>
Details of Review:	11 December 2013 <u>21 May 2014</u>

CAA01-5 HEALTH LOCAL LAW – APPOINTMENT OF AUTHORISED PERSONS TO ISSUE OF LICENSES, REGISTRATIONS AND CONSENT

Function to be performed: <i>This text is provided as a reference only. Authorises shall only act in full understanding of the Authorised statutory power, inclusive of conditions [see below].</i>	Under the Local Law 2013 the Shire may issue and revoke licenses and registrations for food businesses, register Lodging Houses and consent to the establishment of Offensive Trades.
Legislative Power or duty Authorised:	As prescribed in the Shire's Health Local Law 2013.
Legislative power to Authorise	Section 26 of the Health Act 1911
Appointed as authorised person:     	Chief Executive Officer Executive Manager, <del>Technical Services</del> <u>Infrastructure Services</u> Executive Manager, Corporate Services <del>Manager, Building Services</del> <u>Executive Manager, Development and Regulatory Services</u> Principal Town Planner Environmental Health Officers <u>Building Compliance Officer</u>
Appointment:	The above Officers are appointed to exercise and discharge all of the powers and functions of the Health Local Law 2013.
Conditions and Exceptions:	Approvals must meet all the requirements of the Health Local Law, Town Planning Scheme and Building Code.  Setting of annual fees under sections 6.16 and 6.19 of the Local Government Act 1995 is excluded.
Reporting Requirements:	Details of the licenses and registrations approved and consent given must be in writing and recorded in the appropriate record to meet legislative requirements.  <i>Financial Interest Returns Required - No</i>
Details of Review:	11 December 2013 <u>21 May 2014</u>

CAA01-6

HEALTH LOCAL LAW – APPOINTMENT OF AUTHORISED PERSONS

Function to be performed:  
*This text is provided as a reference only.  
Authorises shall only act in full  
understanding of the Authorised statutory  
power, inclusive of conditions [see below].*

Under the Health Local Law 2013 the City may appoint persons to exercise and discharge the powers and duties of an authorised person under the Local Law.

Legislative Power or  
duty Authorised:

As prescribed in the Shire's Health Local Law 2013.

Legislative Power to  
Authorise:

Section 26 of the Health Act 1911

Appointed as Authorised  
Person:

Environmental Health Officers  
Coordinator Building and Health  
Building Compliance Officer

Appointment:

The above Officers are appointed to exercise and discharge all of the powers and functions of the Health Local Law 2013.

Conditions and Exceptions:

Nil

Reporting  
Requirements:

Details of the authorisations must be in writing and all actions taken recorded in the appropriate record to meet legislative requirements (including personal file).

A copy of the written authorisation to be forwarded to Governance for recording in the Authorised Officers Register.

*Financial Interest Returns Required - No*

Details of Review:

15 September 1998  
17 June 2003  
24 October 2006  
19 February 2008  
17 March 2009  
17 February 2010  
30 October 2011  
11 December 2013 PREVIOUSLY DA044  
21 May 2014

CAA01-7 FINES, PENALTIES AND INFRINGEMENT NOTICES  
ENFORCEMENT ACT 1994 – APPOINTMENT OF  
PROSECUTION OFFICERS

Function to be performed:

*This text is provided as a reference only.  
Authorises shall only act in full  
understanding of the Authorised statutory  
power, inclusive of conditions [see below].*

- (1) For the purposes of this Part, the Registrar may approve a prosecuting authority as a prosecuting authority to which this Part applies.
- (2) The Registrar is not to approve a prosecuting authority unless the authority gives the Registrar written notice of those officers of the authority that are designated as prosecuting officers for the purposes of and in accordance with sections 16 and 22.
- (3) A prosecuting authority at any time may amend the written notice of designated prosecuting officers.

Legislative Power or  
duty Authorised:

Section 13 of the Fines Penalties and Infringement Notices Enforcement Act 1994.

Legislative power to  
Authorise:

Section 13(2) of the Fines, Penalties and Infringement Notices Enforcement Act 1994.

Appointment of authorised  
persons:

Chief Executive Officer  
Executive Manager, ~~Technical Services~~ Infrastructure Services  
~~Manager, Building Services~~  
Executive Manager, Development and Regulatory Services  
Principal Environmental Health Officer  
All Rangers  
Building Compliance Officer

Appointment:

The CEO is Authorised the power to provide written notice to the Registrar designating those officers that are prosecution officers for the purposes of sections 16 and 22 of the Fines, Penalties and Infringement Notices Enforcement Act 1994.

Conditions and Exceptions:

In relation to local laws the designation allows -Signing of Enforcement Certificates to initiate prosecution(Section 16);

Signing of Withdrawal of Proceedings Notices (Section 2) for those matters already registered with Fines Enforcement;

Reporting  
Requirements:

Details of all decision made must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required - Yes*

Details of Review:

11 December 2013  
21 May 2014



CAA01-8 APPOINTMENT OF AUTHORISED PERSONS – LITTER ACT 1979

Function to be performed:

*This text is provided as a reference only.  
Authorises shall only act in full  
understanding of the Authorised statutory  
power, inclusive of conditions [see below].*

For the purposes of this Act an authorised officer is —

- (a) any member of the Police Force;
- (b) any person appointed as such pursuant to subsection (2) within the area of jurisdiction entrusted to him by the appointment;
- (c) within the district of a local government, any person who is —
  - (i) a member of the council of the local government;
  - (ii) an employee of the local government; or
  - (iii) an honorary inspector appointed by the local government under section 27AA.

Legislative power or  
duty of appointment

The powers of an authorised officer under the Litter Act 1979 and the Litter Regulations 1981.

Legislative power to  
Authorise

Section 26 of the Litter Act 1979

Appointed as Authorised  
Person

All elected members.  
All shire employees with delegated authority

Conditions and Exceptions:

Those persons appointed do not have the authority to withdraw infringement notices (subject to Authorisation 12.6).

Reporting  
Requirements:

Details of exercising the Authorisation must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required – No*

Details of Review:

11 December 2013 PREVIOUSLY DA014  
21 May 2014

CAA01-9 APPOINTMENT OF AUTHORISED PERSONS TO WITHDRAW  
INFRINGEMENT NOTICES - LITTER ACT 1979

Function to be performed:

*This text is provided as a reference only.  
Authorises shall only act in full  
understanding of the Authorised statutory  
power, inclusive of conditions [see below].*

(4) An infringement notice may, whether or not the prescribed penalty has been paid, be withdrawn, at any time within 28 days after the service of the notice, by the sending of a notice, in the prescribed form, to the alleged offender at his last known place of residence or business, advising the alleged offender that the infringement notice has been withdrawn, and, in that event, the amount of any prescribed penalty that has been paid shall be refunded.

(4a) A withdrawal notice sent under subsection (4) shall be signed by a person appointed in writing to withdraw infringement notices by the public authority.

Legislative power or  
duty of appointment

To sign withdrawal of infringement notices under section 30(4) of the Litter Act 1979.

Legislative power to  
Authorise

To sign withdrawal of infringement notices under section 30(4) of the Litter Act 1979.

Appointed as Authorised  
Person

Executive Manager, ~~Technical Services~~ Infrastructure Services  
~~Manager, Building Services~~  
Executive Manager, Development and Regulatory Services

Reporting  
Requirements:

Details of withdrawal notices made must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required – No*

Details of Review:

11 December 2013  
21 May 2014

CAA01-10 APPOINTMENT OF AUTHORISED PERSONS – CEMETERIES  
ACT 1986

Function to be performed:  
*This text is provided as a reference only.  
Authorises shall only act in full  
understanding of the Authorised statutory  
power, inclusive of conditions [see below].*

A Board means a cemetery board established under Section 7 or deemed to have been established under this Act and in relation to a cemetery means the Board responsible for the care, control and management of that Cemetery.

Legislative Power or  
duty Authorised:

Under Sections 10 and 47 of the Cemeteries Act 1986 –

- A Board may authorise funds to be expended for the performance of any of the functions or any other purpose approved by the Minister;
- A Board may appoint such employees, either full time or part time, as it considers necessary to enable it to carry out its functions; and
- A Board may engage under contract for services such professional and technical and other assistance as it considers necessary to enable it to carry out its functions.

Legislative power to  
Authorise

Section 10 and Section 47 of the Cemeteries Act 1986

Appointed as Authorised  
Person

The Board shall consist of:

- Chief Executive Officer
- Executive Manager, Corporate Services
- Administration Manager, Corporate Services
- Corporate Services Support Officer (Onslow)

Conditions and Exceptions:

Nil

Reporting  
Requirements:

Any actions taken or notices issued are to be recorded on the appropriate file or record.

*Financial Interest Returns Required - No*

Details of Review:

11 December 2013  
~~16 April 2014~~ 21 May 2014

PARKING AND PARKING FACILITIES LOCAL LAW –  
AUTHORISED PERSONS

Function to be performed:  
*This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].*

A local government may, in writing, appoint persons or classes of persons to be authorised for the purpose of performing particular functions.

Legislative Power or duty delegated:

Section 9.10 of the Local Government Act 1995

Legislative power to delegate

Sections 5.42 and 5.44 of the Local Government Act 1995

Delegation to:

Chief Executive Officer

Delegation:

The Chief Executive Officer is delegated the power to appoint persons or classes of persons to be authorised for the purpose of performing particular functions, subject to Section 9.10 of the Local Government Act 1995.

Conditions and Exceptions:

The appointment of persons is to relate to those functions of an “authorised person” under Section 1.4 of the Parking and Parking Facilities Local Law 2013.

Chief Executive Officer delegates to:

Executive Manager, Infrastructure Services  
Executive Manager, Corporate Services  
Executive Manager, Development and Regulatory Services  
Senior Ranger  
All Rangers  
Building Compliance Officer

Delegation delegated by the CEO

The CEO delegates to the above Officers the exercise of this delegated power. The exercise of the delegated power does not include the power of delegation.

Reporting Requirements:

The authorisations to be in writing and recorded on the appropriate file and the person’s personnel file.

A copy of the written authorisation to be forwarded to Governance for recording in the Authorised Officers Register.

*Financial Interest Returns Required - Yes*

Details of Review:

11 December 2013  
16 July 2014

LOCAL GOVERNMENT PROPERTY LOCAL LAW –  
APPOINTMENT OF AUTHORISED PERSONS

Function to be performed:  
*This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].*

A local government may, in writing, appoint persons or classes of persons to be authorised for the purpose of performing particular functions.

Legislative Power or duty delegated:

Section 9.10 of the Local Government Act 1995

Legislative power to delegate

Sections 5.42 and 5.44 of the Local Government Act 1995

Delegation to:

Chief Executive Officer

Delegation:

The Chief Executive Officer is delegated the power to appoint persons or classes of persons to be authorised for the purpose of performing particular functions, subject to Section 9.10 of the Local Government Act 1995

Conditions and Exceptions:

The appointment of persons is to relate to those functions of an “authorised person” under the Local Government Property Local Law 2013.

Chief Executive Officer delegates to:

Executive Manager, Infrastructure Services  
Executive Manager, Corporate Services  
Executive Manager, Development and Regulatory Services  
Senior RangerAll Rangers  
Waste Coordinator  
Building Compliance Officer  
Coordinators, Building and Health

Delegation delegated by the CEO

The CEO delegates to the above Officer the exercise of this delegated power. The exercise of the delegated power does not include the power of delegation.

Reporting Requirements:

The authorisations to be in writing and recorded on the appropriate file and the person’s personnel file.

A copy of the written authorisation to be forwarded to Governance for recording in the Authorised Officers Register.

*Financial Interest Returns Required - Yes*

Details of Review:

11 December 2013  
16 July 2014

CAA01-13

LOCAL GOVERNMENT PROPERTY LOCAL LAW –  
AGREEMENTS, APPROVALS, SETTING ASIDE AND  
APPLICATIONS

Function to be performed:  
*This text is provided as a  
reference only. Delegates  
shall only act in full  
understanding of the  
delegated statutory power,  
inclusive of conditions [see  
below].*

Under the Local Government Property Local Law 2013 the local government may enter into agreements and grant approvals for use of local government property, grant applications for hire and set aside property for a specific use or uses.

Legislative Power or  
duty delegated:

Powers of the local government as prescribed in the Local Government Property Local Law 2013.

Legislative power to  
delegate

Sections 5.42 and 5.44 of the Local Government Act 1995

Delegation to:

Chief Executive Officer

Delegation:

The Chief Executive Officer is delegated the power to make decisions on behalf of the Shire in relation to its Local Government Property Local Law 2013.

Conditions and Exceptions:

Subject to Council's policies related to this delegation

Chief Executive Officer  
delegates to:

Executive Manager, Infrastructure Services  
Executive Manager, Corporate Services  
Executive Manager, Development and Regulatory Services  
Principal Town Planner  
Building Compliance Officer  
Coordinators, Building and Health

Delegation delegated  
by the CEO

The CEO delegates to the above Officers the exercise of this delegated power. The exercise of the delegated power does not include the power of delegation.

Reporting  
Requirements:

Details of all action taken must be recorded in the appropriate record to meet legislative requirements.

*Financial Interest Returns Required – Yes*

Details of Review:

11 December 2013  
16 July 2014

## EXTRACTIVE INDUSTRIES LOCAL LAW – APPOINTMENT OF AUTHORISED PERSONS

Function to be performed: <i>This text is provided as a reference only. Delegates shall only act in full understanding of the delegated statutory power, inclusive of conditions [see below].</i>	A local government may, in writing, appoint persons or classes of persons to be authorised for the purpose of performing particular functions.
Legislative Power or duty delegated:	Section 9.10 of the Local Government Act 1995
Legislative power to delegate	Sections 5.42 and 5.44 of the Local Government Act 1995
Delegation to:	Chief Executive Officer
Delegation:	The Chief Executive Officer is delegated the power to appoint persons or classes of persons to be authorised for the purpose of performing particular functions, subject to Section 9.10 of the Local Government Act 1995
Conditions and Exceptions:	The appointment of persons is to relate to those functions of an authorised person" under the Extractive Industries Local Law 2013.
Chief Executive Officer delegates to:	<u>Executive Manager, Infrastructure Services</u> Executive Manager, Corporate Services <u>Executive Manager, Development and Regulatory Services</u> <u>Principal Town Planner</u> Building Compliance Officer
Delegation delegated by the CEO	The CEO delegates to the above Officers the exercise of this delegated power. The exercise of the delegated power does not include the power of delegation.
Reporting Requirements:	Details of the authorisations must be in writing and recorded in the appropriate record to meet legislative requirements (including personal file).  A copy of the written authorisation to be forwarded to Governance for recording in the Authorised Officers Register.  <i>Financial Interest Returns Required - Yes</i>
Details of Review:	<u>11 December 2013</u> 16 July 2014

CAA01-15

ACTIVITIES ON THOROUGHFARES AND PUBLIC  
PLACES AND TRADING LOCAL LAW – APPOINTMENT  
OF AUTHORISED PERSONS

Function to be performed:  
*This text is provided as a  
reference only. Delegates  
shall only act in full  
understanding of the  
delegated statutory power,  
inclusive of conditions [see  
below].*

A local government may, in writing, appoint persons or classes of persons to be authorised for the purpose of performing particular functions.

Legislative Power or  
duty delegated:

Section 9.10 of the Local Government Act 1995

Legislative power to  
delegate

Sections 5.42 and 5.44 of the Local Government Act 1995

Delegation to:

Chief Executive Officer

Delegation:

The Chief Executive Officer is delegated the power to appoint persons or classes of persons to be authorised for the purpose of performing particular functions, subject to Section 9.10 of the Local Government Act 1995

Conditions and Exceptions:

The appointment of persons is to relate to those functions of an “authorised person” under the Activities on Thoroughfares and Public Places and Trading Local Law 2013.

Chief Executive Officer  
delegates to:

Executive Manager, Infrastructure Services  
Executive Manager, Corporate Services  
Executive Manager, Development and Regulatory Services  
Principal Town Planner  
Building Compliance Officer  
Coordinators, Building and Health

Delegation delegated  
by the CEO

The CEO delegates to the above Officers the exercise of this delegated power. The exercise of the delegated power does not include the power of delegation.

Reporting  
Requirements:

Details of the authorisations must be in writing and recorded in the appropriate record to meet legislative requirements (including personal file).

A copy of the written authorisation to be forwarded to Governance for recording in the Authorised Officers Register.

*Financial Interest Returns Required - Yes*

Details of Review:

11 December 2013 PREVIOUSLY DA021  
16 July 2014



# PANNAWONICA LEMC



## LOCAL EMERGENCY MANAGEMENT ARRANGEMENTS

## PURPOSE

The purpose of these arrangements is document and to evaluate the Pannawonica LEMC's Local Arrangements against the following criteria:

- ❖ The requirements of the *Emergency Management Act 2005*.
- ❖ The requirements of *State Emergency Management Policy No 2.5 – Emergency Management in Local Government Districts*.
- ❖ Good practice as outlined in the Local Emergency Management Arrangements Guide for WA (LEMAG).

## ENDORSEMENT

These arrangements have been prepared and endorsed by the Pannawonica Local Emergency Management Committee (LEMC).

They have been tabled for information and comment with the Pilbara District Emergency Management Committee (DEMC) and at the Shire of Ashburton Council.

.....

.....

Morgwn Jones  
Chairperson  
Pannawonica LEMC

Date

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## AMENDMENT RECORD

Amendments to these arrangements will be issued periodically. Any suggestions for amendments can be forwarded to:

Chair of Pannawonica LEMC  
PO Box 567  
Tom Price WA 6751

### Amendment List

#### Pannawonica LEMC Local Emergency Management Arrangements

##### AMENDMENT RECORD

Proposals for amendments or additions to these arrangements should be forwarded to the Chair of the Pannawonica Local Emergency Management Committee

AMENDMENT		DETAILS OF AMENDMENT	AMENDED BY
VERSION	DATE		
1	January 2013	Initial Draft	M. Jones
	August 2013	Endorsed by Pannawonica LEMC	
	November 2013	Tabled with DEMC for comment	M. Jones
	April 2014	Departmental name changes & acronyms	M. Jones
	May 2014	Sent to SEMC	M. Jones

## FEEDBACK

Suggestions and comments can help improve this document and subsequent amendments. Photocopy the relevant section, mark your comments and / or proposed changes and send it to:

Chairperson  
Pannawonica LEMC  
C/- Shire of Ashburton  
PO Box 567  
Tom Price WA 6751  
[soa@ashburton.wa.gov.au](mailto:soa@ashburton.wa.gov.au)

Feedback can include

- ❖ What you do and don't like about the document
- ❖ Unclear or incorrect expression
- ❖ Out of date practices
- ❖ Errors, omissions or suggested improvements

## DISTRIBUTION LIST

TITLE	ORGANISATION	COPIES
Records	Shire of Ashburton	1
Chairperson	SoA Inland LEMC	1
Local Emergency Coordinator	OIC Pannawonica Police	1
Executive Officer DEMC	Pilbara DEMC	1
Public Copies	Shire of Ashburton Offices	4
Public Copies	Shire of Ashburton Libraries	4
Captain	Pannawonica Private Volunteer Fire & Rescue Service	1
Captain	Tom Price Volunteer Bush Fire Brigade	1
Emergency Management Advisor	Rio Tinto Iron Ore Robe Valley Operations	2
Superintendent Utilities	Rio Tinto Inland Networks	1
Superintendent Accommodation & Town Management	Rio Tinto ATM	1
District Emergency Services Officer	Department of Child Protection & Family Support	1
Team Leader/ Emergency Management Officer	Department of Child Protection & Family Support	1
Senior Ranger Millstream National Park	Department of Environment of Conservation	1
Director of Nursing	Kinetic Health	1
Manager of Main Roads WA	MRWA Gascoyne	1
Manager of Main Roads WA	MRWA Pilbara	1
DFES Country Operations	Department of Fire & Emergency Services Karratha	2

## PREFACE

PART 1 – Management

PART 2 – Planning

PART 3 – Response

PART 4 – Recovery

PART 5 - Exercising, Testing and Training

PART 6 - Monitor and Review Arrangements

PART 7 – Risk Management

PART 8 – Weather

These Arrangements must be read in conjunction with the *Emergency Management Act 2005*, *State Emergency Management Plans (WESTPLAN)* and *State Emergency Management Policy Statements*.

## GLOSSARY OF TERMS

**AIIMS** – Australasian Interagency Incident Management System is command structures set up to systematically and logically manage emergency incidents, no matter how small or how large, whether single agency or multiple agency response. It is designed to expand and contract depending on the size, nature and complexity of the incident.

**COMBAT** – To take steps to reduce or eliminate the effects of a hazard on the community

**CONTROLLING AGENCY**- An agency nominated to control the response activities to a specified type of emergency.

**COORDINATION** - The bringing together of organisations and elements to ensure an effective response, primarily concerned with the systematic acquisition and application of resources in accordance with the requirements imposed by the threat or impact of an emergency.

**DISTRICT EMERGENCY MANAGEMENT COMMITTEE (DEMC)** - A DEMC is established for each emergency management district. The committees are chaired by Police District Officers, as District Emergency Coordinator, (except for the Metropolitan Emergency Management Executive Group (MEMEG) which is chaired by the Assistant Commissioner Metropolitan) with a DFES Regional Director as Deputy Chair. Executive Officer support is provided by DFES Managers nominated by DFES Commissioner.

**EMERGENCY** – Is the occurrence or imminent occurrence of a hazard of such a nature or magnitude that it requires a coordinated response

**EMERGENCY MANAGEMENT** - Is a range of measures taken to manage risks to communities and the environment. It involves the development and maintenance of arrangements to prevent or mitigate, prepare for, respond to, and recover from emergencies and disasters in both peace and war.

**EMERGENCY COORDINATOR** – This responsibility lies with the WA Police Service and is usually the Officer In Charge of the Local Police Sub District, who is appointed by the Commissioner of Police. The Emergency Coordinator provides support and advice to the Local Emergency

Management Committee (LEMC) in the development and maintenance of local emergency arrangements and assists the HMA in the provision of a coordinated response during an emergency.

At a District Level (Regional) that person is delegated by the Commissioner of Police and is responsible for ensuring that the roles and functions of the respective District Emergency Management Committee (DEMC) are performed and provides assistance to the Hazard Management Agency (HMA) with coordination of a multi-agency response during Incidents and Operations. At the State level this role lies with the Commissioner of Police.

**EMERGENCY RISK MANAGEMENT (ERM)** - A systematic process that produces a range of measures that, on implementation, contributes to the safety and wellbeing of communities and the environment. This process considers the likely effect of hazardous events and the measures by which they can be minimised.

**Hazard** A situation or condition with potential for loss or harm to the community or the environment.

**Risk** A concept used to describe the likelihood of harmful consequences, arising from the interaction of hazards, communities and the environment

#### **HAZARD -**

- (a) A cyclone, earthquake, flood, storm, tsunami or other natural event;
- (b) A fire;
- (c) A road, rail or air crash;
- (d) A plague or an epidemic;
- (e) A terrorist act as defined in *The Criminal Code* section 100.1 set out in the Schedule to the *Criminal Code Act 1995* of the Commonwealth;
- (f) Any other event, situation or condition that is capable of causing or resulting in —
  - (i) Loss of life, prejudice to the safety, or harm to the health, of persons or animals; or
  - (ii) Destruction of, or damage to, property or any part of the environment,

**HAZARD MANAGEMENT AGENCY** – Sec. 4 of the *Emergency Management Act 2005* (the Act) allows for a Hazard Management Agency (HMA) to be prescribed for emergency management, or an aspect of emergency management, of a hazard. A HMA can be prescribed for the whole of the State or an area of the State. A HMA is prescribed because of that agency's functions under any written law or specialised knowledge, expertise and resources.

**INCIDENT CONTROLLER**- the person designated by the relevant Controlling Agency, responsible for the overall management and control of an incident within an incident area and the tasking of agencies in accordance with the needs of the situation. [Note: Agencies may use different terminology however the function remains the same].

**INCIDENT MANAGEMENT TEAM** - the group of incident management personnel comprised of the Incident Controller, and the personnel appointed to be responsible for the functions of Planning, Operations and Logistics

**INCIDENT SUPPORT GROUP (ISG)** – a group of agency/organisation liaison officers, including the designated Emergency Coordinator, convened and chaired by a person appointed by the Controlling Agency to provide agency specific expert advice and support in relation to operational response to the incident.



**LIFELINES** - systems or networks that provide for the circulation of people, goods, services and information upon which health, safety, comfort and economic activity depend.

**LOCAL EMERGENCY MANAGEMENT COMMITTEE (LEMC)** - The local government is to establish one or more LEMCs for the local government district, based on local government boundaries. The Shire of Ashburton has three (3) LEMC's established within its Shire based on the Police Sub Districts.

The committee is chaired by a nominee of the local government, and the Local Emergency Coordinator, whose jurisdiction covers the local government area (Police Sub District) concerned, is a member. The LEMC is established by the local government to ensure that local emergency management arrangements are written and placed into effect for its district [s. 38 of the Act].

**LOCAL EMERGENCY ARRANGEMENTS** - written by the local government, local emergency management arrangements are documented emergency management plans for the local government district. Consistent with State emergency management policies and plans, arrangements are to include information as stipulated in section 41(2) of the Act, accommodating the comprehensive approach to emergency management; Prevention, Preparedness, Response and Recovery (PPRR) that contribute to the reduction or elimination of hazards and to reducing the susceptibility or increase in the resilience to hazards of the community or the environment in the local government district.

**OPERATIONAL AREA (OA)** – the area defined by the Operational Area Manager for which they have overall responsibility for the strategic management of an emergency. This area may include one or more Incident Areas.

**OPERATIONAL AREA MANAGER (OAM)** - the person designated by the relevant Controlling Agency, responsible for the overall management of an Emergency within a defined Operational Area and the provision of strategic direction and operational coordination to agencies and Incident Controller(s) in accordance with the needs of the situation.

**OPERATIONAL AREA SUPPORT GROUP (OASG)** - a group of agency / organisation liaison officers, including the designated Emergency Coordinator, convened by the Operational Area Manager/Incident Controller to provide agency specific expert advice and support in relation to strategic management of the incident/s.

**PREVENTION, PREPAREDNESS, RESPONSE, RECOVERY (PPRR)** – A legitimate and valid system of emergency management (ref s. 3 of the Act). Each element represents a dynamic set of actions flowing into the next. Communities are encouraged to take greater responsibility for their own safety, to be more self-reliant and better prepared for the eventualities of emergencies. Activities of each of these elements together provide a method for local communities to minimise the impact of emergencies.

**Prevention** - The prevention of the probability of the occurrence of, and the potential adverse effects of, an emergency;

**Preparedness** – Activities pertaining to emergency response capabilities through the development of plans and procedures, the management of resources, training of Emergency Service volunteers and other relevant personnel within organisations along with public education, support the local community in their preparations for a safer community.

**Response** - The combating of the effects of an emergency, provision of emergency assistance for casualties, reduction of further damage, and help to speed recovery;

**Recovery** - The support of emergency affected communities in the reconstruction and restoration of physical infrastructure, the environment and community, psychosocial and economic wellbeing;

**RISK** – Risk is now defined in terms of the effect of uncertainty on objectives.

**NOTE 1** An effect is a deviation from the expected — positive and/or negative.

**NOTE 2** Objectives can have different aspects (such as financial, health and safety, and environmental goals) and can apply at different levels (such as strategic, organization-wide, project, product and process).

**NOTE 3** Risk is often characterized by reference to potential events and consequences or a combination of these.

**NOTE 4** Risk is often expressed in terms of a combination of the consequences of an event (including changes in circumstances) and the associated likelihood of occurrence.

*AS/NZS ISO 31000:2009*

**RISK MANAGEMENT** - the systematic application of management policies, procedures and practices to the task of identifying, analysing, evaluating, treating and monitoring risk. Refer to *AS/NZS ISO 31000:2009*

**STATE EMERGENCY COORDINATION GROUP (SECG)** – The group that may be established at State level, by the State Emergency Coordinator, at the request of, or in consultation with, the Hazard Management Agency, to assist in the provision of a coordinated multi-agency response to and recovery from the emergency. It is the operational arm of the State Emergency Management Committee and includes representation, at State level, from key agencies involved in the response and recovery for the emergency.

**STATE EMERGENCY MANAGEMENT COMMITTEE** - The SEMC is established under section 13(1) of the Act. Section 13(2) stipulates membership of the SEMC, which consists of the Commissioner of Police, as State Emergency Coordinator and Chair, and the Commissioner of the Fire and Emergency Services as Deputy Chair. The Executive Director, DFES Strategic Management Directorate, is the SEMC Executive Officer. Other members include a local government representative and other members as are provided for by the Minister. In accordance with the Act, the SEMC has established six subcommittees whose membership includes those organisations essential to the State's emergency management arrangements. The subcommittees are:

- (1) Emergency Services Subcommittee;
- (2) Public Information Group;
- (3) Lifelines Services Group;
- (4) Recovery Services Subcommittee;
- (5) State Mitigation Committee
- (6) Health Services Subcommittee.

**SUPPORT ORGANISATIONS** – Organisations whose response in an emergency is to restore essential services (Pilbara Iron Utilities, Main Roads Western Australia, etc.), and those organisations that provide support functions such as medical, health, welfare, communications, transport etc.

**TELECOMMUNICATIONS** - The transmission of information by electrical or electromagnetic means including, but not restricted to, fixed telephones, mobile phones, satellite phones, e-mail and radio.

## **1.0 MANAGEMENT**

### **1.1 Authority of the Arrangements**

These arrangements have been prepared and endorsed by the Pannawonica Local Emergency Management Committee. They have been tabled with the Pilbara DEMC for comment and approved by the Shire of Ashburton Council.

### **1.2 Document Availability**

It is a requirement under the Emergency Management Act 2005 that the Local Arrangements are made available to the public (Sec 43). These arrangements are available to the public through the Shire Administration Offices and Public Libraries in the Shires four Towns; Pannawonica, Paraburdoo, Onslow and Tom Price.

### **1.3 Area Covered**

The townsite of Pannawonica was established in 1972 and is located 1,429km north of Perth and 200km south of Karratha. The townsite is 44km off to the east of the North West Coastal High Way. Today Pannawonica is still predominately a closed town with a population of 700 residents.

All assets in Pannawonica are owned by Rio Tinto and there are very little facilities for the general public with almost all of the towns accommodation used for operations of the Rio Tinto Robe Valley Iron Ore Operations. The Shire of Ashburton runs a small administration office and library located centrally in town.

The Pannawonica Police sub-district is unique in that it actually covers the jurisdiction of two (2) Local Governments, the Shire of Ashburton and the neighboring Shire of Roebourne. The boundaries of the Police Sub District extend North West to the Fortescue River Bridge (Fortescue Roadhouse) while the Shire of Ashburton Boundary only extends North West 50 km from the Pannawonica townsite. The southern boundary of the Police Sub District extends down the North West Coastal Highway to the Onslow Rd turn off Creek where it meets the Onslow Police Sub District. The Police Sub District extends out to the west to incorporate the coastal area of Mardie Station. The Pannawonica Police Sub District also overs the Nanutarra – Munjina Rd to the boundary of Wyloo Pastoral Station. The Pannawonica Police sub-district also encompasses Millstream National Park and the Indigenous Community of Ngurawaana.

**See Police Sub District Map**

### **1.4 Aim**

The aim of the Pannawonica Local Emergency Management Arrangements is to detail the emergency management arrangements and ensure an understanding between all agencies and stakeholders within the Pannawonica Police Sub District.

### **1.5 Purpose**

The purpose of these emergency management arrangements is to set out:

- ❖ The local government's policies for emergency management;
- ❖ The roles and responsibilities of public authorities and other persons involved in emergency management in the local government district;
- ❖ A description of emergencies that are likely to occur in the local government district;
- ❖ Strategies and priorities for emergency management in the local government district;

- ❖ Other matters about emergency management in the local government district prescribed by the regulations;
- ❖ Other matters about emergency management in the local government district the local government considers appropriate. (Sec. 41(2) of the *Emergency Management Act 2005*).

## **1.6 Objectives**

The objectives of these emergency management arrangements are:

- ❖ To list and describe the types of emergencies that could likely occur in the Pannawonica Police Sub District
- ❖ To promote effective liaison between all agencies and key stakeholders which may become involved in Emergency Management with in the Pannawonica Police Sub District
- ❖ The roles and responsibilities of the agencies involved in emergency management in the Pannawonica Police Sub District
- ❖ Maintain an up to date contacts list for participating agencies and organisations.
- ❖ Identify emergency operation centres within the Pannawonica Police Sub District
- ❖ Provide a framework for recovery operations
- ❖ Provide a means for testing, evaluating and maintain these arrangements
- ❖ To minimise the effect of emergency incidents on people living and visiting the Pannawonica Police Sub District
- ❖ To minimise the effect of emergency incidents on the environment contained within the Pannawonica Police Sub District

## **1.7 Scope**

- ❖ This document applies to all areas encompassed within the established boundaries of the Pannawonica Police Sub District that lie within the boundaries of the Shire of Ashburton.
- ❖ These arrangements cover areas when the Shire of Ashburton provides support to HMAs and other agencies in the event of an emergency event.
- ❖ This document comprises details on the capacity of the Shire of Ashburton in relation to the provision of resources to support the effective management of emergencies.
- ❖ The Shire of Ashburton's responsibilities in recovery operations and the restoration and reconstruction of services and facilities within the community are detailed in this document
- ❖ These arrangements serve as a guide to emergency management at the local level. An emergency situation may graduate and require to be managed at a Regional or State level.

## 1.8 Local Emergency Management Policies

As per section 41(2)(a) of the *Emergency Management Act 2005*, the local emergency management arrangements need to specify —the local government's policies for emergency management. Local government policies for emergency management refer to any policies unique to the local government area.

## 1.9 Existing Plans & Arrangements

This document covers the key arrangements to enable the delivery of integrated and coordinated emergency management to the Pannawonica Police Sub District. However, it is not possible in this document to contain all of the existing plans and arrangements or to provide too much detail within this document. Therefore, the Pannawonica Local Emergency Management Arrangements should be read and used in conjunction with the State Emergency Management Policy and WESTPLAN's.

Individual hazard and support plans are the responsibility of each individual organisation and are held at their respective agencies, and are reviewed regularly by those individual agencies.

The Local Emergency Coordinator is to ensure individual plans are maintained and reviewed by the respective agencies.

### 1.10 Agreements, Understandings & Commitments

PARTIES TO AGREEMENT	SUMMARY OF AGREEMENT	SPECIAL CONSIDERATIONS
Shire of Ashburton / DFES	Bush Fire Handover	
Shire of Ashburton / Rio Tinto	Mutual support in planning and responding to incidents	LEMA provide for the SoA to appoint a suitably qualified member of Pannawonica PVFRS as IC for L1 Bush Fires
Shire of Ashburton / DEC	Multi agency fire operations on DPaW managed land	
DFES/ Rio Tinto	Rio Tinto's Private Volunteer Fire & Rescue Brigades are Registered Brigades with DFES under the <i>Fire Brigades Act</i>	
DFES / WAPOL	Appointment of Pannawonica Police OIC as IC for Tropical Cyclone & Tsunami Threats	Per agreement with WAPOL & DFES

### 1.11 Special Considerations

- ❖ Pannawonica is still a predominately closed town where Rio Tinto own and operate all facilities. There are no hospital facilities in Pannawonica with the health services being provided by Kinetic Health and Rio Tinto. The surrounding mine sites of Mesa J and Mesa A provide the ambulance service to the community as well as responding to incidents on the North West Coastal High Way. This can have an effect on Rio Tinto Robe Valley operations and response times within the community and to incidents on the High Way.
- ❖ The Pannawonica PVFRS fills the role of Local Combat Agency for a number of emergencies in the Pannawonica Police Sub District. Significant departures of residents during peak holiday times, in particular the Christmas – New Year period leads to a reduction in the number of volunteers available to respond to emergencies during this time.
- ❖ Random population increases in response to major development works and/or expansion projects
- ❖ Increase in monsoonal weather activity from November to April (increased rainfall, localised flooding)
- ❖ Indigenous communities have a unique culture that must be considered when planning for hazards, for example: English is often the second or third language spoken. As a result of indigenous Australians relationship with Land, Lore and Kin, communities are often located in regions considered high risk in terms of emergency. Isolation may increase response times in the event of an emergency and reduce the ready availability of response resources.

These factors may result in the requirement for special localised arrangements in the area of prevention, preparedness, and response and recovery activities.

### 1.12 Resources

Hazard Management Agencies are responsible for determination of resources required for their specific hazards and resourcing is managed by individual agencies.

Resources available from and other agencies / organisations can be obtained by contacting the relevant agency / organisation contact listed in the contact list.

**The Shire of Ashburton does not have any resources in Pannawonica**

*See attachment*

### 1.13 Financial Arrangements

Whilst recognising the provisions of *State Emergency Management Policy No 4.2 – Funding for Emergencies*, the Shire of Ashburton is committed to spending such necessary funds as practicable to ensure the safety of the Shires residents and visitors.

The funding arrangements for emergencies shall be based on the following criteria.

- a) **Situation A.** A single service response with no support from other organisations, all costs associated with the emergency shall be met by the prescribed emergency management agency responsible for responding to the emergency.
- b) **Situation B.** A single HMA response with agreed bi-lateral arrangements for support, either through plans or memoranda of understanding, all costs associated with the emergency will be met by the emergency management agencies concerned.



- c) **Situation C.** A multi-agency response. All costs associated with the emergency shall be met by each individual emergency management agency, provided such costs are related to the delivery of services or resources which form part of the agency's core functions; or as in Situation B.
- d) **Situation D.** Where costs are incurred in delivering services or resources at the request of the HMA concerned, which are not part of the agency's core functions and there are no prior agreements as to funding responsibilities,
- e) **Situation E.** Where an emergency is declared an eligible event under the Natural Disaster Relief and Recovery Arrangements (NDRRA) Determination and arrangements have been entered into between agencies and the coordinating agency (i.e. Fire and Emergency Services Authority of Western Australia (DFES) for the provision of specific eligible measures.
- f) **Situation F.** Where an emergency occurs outside the jurisdiction of the State of Western Australia.
- g) **Situation G.** An emergency response where an agencies/organisations funding does not meet the criteria of Situation's A – F.

Following an emergency the Shire will aim to recoup expenses in accordance with *State Emergency Management Policy Statement No 4.2*.

Where possible, a single person should be appointed to the position of Finance Officer as allowed for under the Australasian Interagency Incident Management System (AIIMS) structure, during an emergency/incident.

#### **1.14 Roles and Responsibilities**

As stated in Sections 37 and 38 of the *Emergency Management Act 2005*, the following give descriptions and responsibilities of key positions or groups in relation to local community emergency management.

##### **1.14.1 Chairman of LEMC**

The Chairman for the Pannawonica LEMC is the Coordinator of Emergency Management for the Shire of Ashburton.

The Chairman must be capable of pulling all the emergency management arrangements together and have the ability to make it happen. Where the chairman is not appointed by the local government, then this duty will fall to the Local Emergency Coordinator who is usually the Officer in Charge of Police in small towns or in larger suburban areas a senior police officer appointed by the State Emergency Coordinator for the local government district.

If the Local Emergency Coordinator has not been appointed as the Chairman for the Local Emergency Management Committee, one will be appointed by the relevant local government [s. 38(3) of the Act].

It is of utmost importance that a representative of local government fills this important role to ensure that there is a real link between the local government and the committee.

### 1.14.2 Local Emergency Coordinator

The Local Emergency Coordinator (LEC) for a local government district has the following functions

- ❖ To provide advice and support to the local emergency management committee for the district in the development and maintenance of emergency management arrangements for the district;
- ❖ To assist hazard management agencies in the provision of a coordinated response during an emergency in the district;
- ❖ To carry out other emergency management activities in accordance with the directions of the State Emergency Coordinator.

### 1.14.3 Local Emergency Management Committee (LEMC)

The Pannawonica LEMC is chaired by the Shire's Coordinator of Emergency Management. Executive support is also provided by the Shire. The Chairman of the LEMC is appointed by the local government [s.38 of the Act].

The LEMC membership includes representatives from the Shire of Ashburton, relevant Hazard Management Agencies, Government Agencies, Statutory Authorities, Non-Government Organisations, Industry, and Community Groups as detailed in *Attachment 1* of these arrangements.

The functions of LEMC are [s.39 of the Act]:

- ❖ To advise and assist the local government in establishing local emergency management arrangements for the district;
- ❖ To liaise with public authorities and other persons in the development, review and testing of the local emergency management arrangements; and
- ❖ To carry out other emergency management activities as directed by SEMC or prescribed by regulations

### 1.14.4 Local Government

*Section 36 of the Emergency Management Act* provides the key functions of a Local government.

It is a function of Local Government

- a) Subject to this Act, to ensure that effective local emergency management arrangements are prepared and maintained for its district;
- b) To manage recovery following an emergency affecting the community in its district; and
- c) To perform other functions given to the local government under this Act.



### 1.14.5 Hazard Management Agencies

Hazard Management Agencies are public authorities responsible for the emergency management of a prescribed hazard. HMAs are prescribed in the *Emergency Management Regulations (2006)* based on their functions, expertise and resources.

Hazard management agencies have the following responsibilities:

- a) Ensuring emergency management activities relating to the prevention of, preparedness for, response to and recovery from a specific hazard are undertaken.
- b) Preparing a strategic plan or arrangements (WESTPLAN) designed to cope with the particular hazard that includes details of joint agency operational arrangements.
- c) Appointing an Incident Manager(s) and Operations Area Manager, where appropriate, responsible for:
  - ❖ Management of the incident or operation, within the context of planning, leading, organising and control;
  - ❖ Preparing and implementing an operational plan;
  - ❖ Public information and community awareness;
  - ❖ Activating the Incident Management Group or Operations Area Management Group where appropriate, in consultation with the relevant State/Local Emergency Coordinator(s);
  - ❖ Ensuring activation of the appropriate recovery arrangements;
  - ❖ Providing progress/situation reports to the higher levels of their parent organisation and the emergency management organisation;
  - ❖ Arranging an operational debrief or post incident analysis as required; and
  - ❖ Submitting a post operations report.

Designated HMAs has the authority to declare an emergency situation and invoke the powers of the *Emergency Management Act*.

### 1.14.6 Controlling Agencies

The Emergency Management Regulations prescribe Controlling Agencies.

A Controlling Agency is an agency identified as being primarily responsible for responding to a particular emergency.

Controlling Agencies have the following roles & responsibilities (*Emergency Management Regulations, 2006*):

- ❖ Executing combat action in accordance with their statutory responsibilities
- ❖ Executing tasks as allocated in the tactical response plan
- ❖ Providing progress reports to the designated Incident manager or Operations Area manager
- ❖ Providing progress reports to the higher levels of their parent organisation
- ❖ Provide an agency liaison officer to participate as part of the Incident management Group upon request of the HMA
- ❖ Attend post incident debriefs
- ❖ Contributing to a post operations report or post incident analysis

The table on the following page, summarises current HMA responsibilities, Controlling Agency and Local Combat Agency arrangements for emergencies likely to occur in the Pannawonica Police Sub-District

## Hazard Management Agency Responsibilities and Controlling Agencies

HAZARD	HMA	CONTROLLING AGENCY	LOCAL COMBAT AGENCY
Air Transport Emergencies	WA Police		Pannawonica PVFRS
Animal & Plant Bio Security	Dept. Agriculture & Food		
Fire	DFES	Dept. of Parks & Wildlife  Local Government (Other Land outside the Gazetted Fire District)	Pannawonica PVFRS  LEMA provide for the SoA to appoint a suitably qualified member of Pannawonica PVFRS as IC for L1 Bush Fires
Collapse	DFES		Pannawonica PVFRS
Bulk Water storage	RTIO Utilities		Pannawonica PVFRS
Flood	DFES		Pannawonica PVFRS
HAZMAT	DFES		Pannawonica PVFRS
Human Epidemic	WA Health		Kinetic Health may provide a local support Function in conjunction with WA Health
LANDSAR	WA Police		Pannawonica PVFRS
Rail Transport Emergencies			Rio Tinto
Road Transport Emergencies	WA Police		Pannawonica PVFRS
Marine Search & Rescue	WA Police		WAPOL Water Police
Storm	DFES		Pannawonica PVFRS
Tropical cyclone	DFES		Pannawonica PVFRS
Tsunami	DFES		Pannawonica PVFRS

### 1.14.7 Support Agencies

The Emergency Management Regulations prescribe support organisations. Support organisations provide essential services, personal or material support during an emergency.

An example may be the Red Cross or Salvation Army providing meals to a welfare centre. Support organisations have the following roles & responsibilities.  
(*Emergency Management Regulations, 2006*):

In the Pannawonica Sub-District these roles may be filled by companies that contract to Rio Tinto to provide such services to the Pannawonica community

- ❖ Restoring essential services affected by the emergency
- ❖ Providing function support as part of the tactical plan, e.g. Department for Child Protection to provide welfare services.
- ❖ Managing their own resources and those given to them in support of their specific function
- ❖ Providing progress reports to higher levels of their organisation
- ❖ Providing progress reports to the designated Incident Manager or operations Area Manager
- ❖ Attend post incident debriefs
- ❖ Contributing to a post operations report or post incident analysis.

The following table summarises existing support functions within the Pannawonica Police Sub - District

#### Existing Support Functions

SUPPORT FUNCTION	RESPONSIBLE AGENCY
Welfare Services	Department of Child Protect & Family Support/ Rio Tinto
Power Supplies	Rio Tinto Utilities
Potable Water Supplies & Waste Water Management	Rio Tinto Utilities
Road Closures & Traffic Management	MRWA / Shire of Ashburton / WA Police
Public Information	WA Police / Rio Tinto
Telecommunications	Rio Tinto

### 1.15 Emergency Coordination Centres (ECCs) / Incident Control Centres (ICC)

Emergency Coordination Centres are the focus for the coordination and control of activities in an emergency. Pre-planning requires that the location of Emergency Coordination Centres be clearly identified. The Local Emergency Coordinators may be required to attend the Emergency Coordination Centre or provide a Police Liaison Officer to these facilities. Whilst the nature of the emergency may impact on the choice of location, the following Emergency Coordination Centres have been designated for emergencies within the Pannawonica Sub-District:

FACILITY	RESPONSIBLE AGENCY	LOCATION
Pannawonica PVFRS / IMT / BRC	Rio Tinto	Mayu Maya Centre Pannawonica
Mesa A ERT Facility	Rio Tinto	Mesa A Mine Site
Mesa A BRC	Rio Tinto	Mesa A Mine Site
Mesa J ERT Facility	Rio Tinto	Mesa J Mine Site
Pannawonica Police Station	WA Police	Pannawonica Drive
Ranger Headquarters	DEC	Rangers Station Millstream National Park

## 2.0 PLANNING

### 2.1 Local Emergency Management Committee (LEMC)

The Shire of Ashburton, WA Police and Rio Tinto have established the Pannawonica LEMC to overview, plan and test the local community emergency management arrangements for the Pannawonica Police Sub District, in accordance with section 38 of the *Emergency Management Act 2005*.

Membership of the LEMC includes representatives of agencies, organisations, community groups and those with expertise relevant to the identified community hazards and risks, and emergency management arrangements.

The LEMC membership must include at least one local government representative and the Local Emergency Coordinator. Relevant government agencies and other statutory authorities will nominate their representatives to be members of the LEMC. The term of appointment of LEMC members shall be as determined by the local government in consultation with the parent organisation of the members.

Minimum LEMC membership includes:

- ❖ A chairman: appointed by the relevant local government [s. 38(3) of the *EM Act*]
- ❖ A local emergency coordinator(s): appointed by the State Emergency Coordinator for the local government district [s. 37(1) of the *Act*], when not appointed as the Chairman.

In addition to those members specified in the Act, in order to make local emergency management work, it is essential that LEMC membership includes:

- ❖ Local government representative: when a local government representative is not appointed as the Chairman
- ❖ Representatives from local Emergency Management Agencies in the local government district, e.g., DFES representative, Industry representatives, health/medical representative, welfare representatives
- ❖ Any other representatives as shall be determined by the local government, e.g., community champions.

As determined by the local government, other LEMC members may include community groups (e.g., local church groups), industries (e.g., major hazardous facilities), welfare groups (e.g., Red Cross, Salvation Army), cultural groups, community representatives and the Local Recovery Coordinator.

Secretariat and administration support will be provided by the local government.

The Pannawonica Local Emergency Management Committee membership is shown in *Attachment 1* of these arrangements.

### 2.2 LEMC Meetings

LEMC meetings should be held every quarter. "*SEMP 2.5 Emergency Management in Local Government Districts*"

### 2.3 LEMC Constitution & Procedures

The SEMC has determined the constitution and procedures for the LEMC. SEMP 2.5 provides some basic discussion points for each meeting.

## **2.4 Annual Reports & Business Plans**

The Pannawonica LEMC develops annual business plans and produces an annual report each financial year.

## **2.5 Emergency Risk Management (ERM)**

The Pannawonica LEMC has undertaken its own risk assessment of the Pannawonica sub-district of the Shire in conjunction with the community utilizing the Emergency Risk Management models based on the *Australia / New Zealand Standard ISO 31000; 2009* for Risk Management. A risk register and risk treatment schedule has been produced by the Pannawonica LEMC and is located in Sec 6 of these arrangements. The Pannawonica LEMC will conduct a review of the risk analysis every five (5) years with the next one due in 2018. This review will be based on the current ISO Standard for Risk Management at the time.

Community consultation was carried out by conducting a survey of the community and surrounding mine sites. The survey was delivered to every household in Pannawonica and made available to everyone through the Rio Tinto Intranet and PERIS a community intranet service. The Pannawonica Community Advisory Group was also consulted throughout the process.

Hazards identified with “high”, “very high” levels of risk and almost “certain”, “likely” and “possible” likelihoods will require the development of local emergency response arrangements. Development of such arrangements is the responsibility of the prescribed Hazard Management Agency.

SEMP No 2.4 section 41(2) (e) requires the local emergency management arrangements to detail strategies for emergency management in the district. The risk treatment plans developed at the risk analysis stage of ERM will fulfill this requirement, which is located in *section 6.8* of this document.

## **2.6 Hazard Management Structure**

The SoA Hazard Management Structure for the Pannawonica Sub District is consistent with the details of the *Emergency Management Regulations* as appropriate to local resources available. This is summarised in the Hazard Management Responsibilities and Controlling Agency Table on page 18 of these arrangements.

## **2.7 Testing During the Planning Process**

The testing of emergency management arrangements plays a critical component of the planning process. Testing is the only way to validate the effectiveness of arrangements. Additionally, the testing of arrangements provides a mechanism for personnel with a role during a major occurrence to gain an appreciation of each other’s skills and develop working relationships between agencies

The Pannawonica Inland LEMC has determined that these arrangements will be tested annually. The style of exercise used to test these arrangements may vary from year to year, however, the LEMC have determined that the process should incorporate a functional (field) exercise every second year. The testing of these arrangements will be in addition to any exercises conducted to test hazard specific plans. Local emergency management exercises may take the form of actual incidents, functional (field) or discussion exercises.

## 2.8 Training

Emergency Management Australia (EMIA) and DFES Emergency Management (EMWA) division offer a range of training programs to assist Local Governments and their LEMC's to perform their functions.

As a minimum standard the Pannawonica LEMC shall endeavor to have all members trained in

- ❖ Introduction to Risk Management
- ❖ Introduction to Recovery Management

Other training programs available through EMIA and EMWA are

- ❖ Emergency Management for Local Government (aimed at LG personnel)
- ❖ Business Continuity Management
- ❖ Context in Recovery Management
- ❖ Community Engagement
- ❖ Community based Recovery Management
- ❖ Contribute to Emergency Risk Management
- ❖ Determine Treatment Options
- ❖ Exercise Management
- ❖ Evacuation & Recovery Centre Management
- ❖ Emergency Coordination Centre Management
- ❖ Facilitate Emergency Risk Assessment
- ❖ Introduction to Evacuation Management WA
- ❖ Planning & Managing Recovery
- ❖ Recovery services
- ❖ Risk Based Land Use Planning
- ❖ Undertake Emergency Planning

There is other literature available from EMIA and DFES to assist in this area

As part of the Pannawonica LEMC business plan each year, the Pannawonica LEMC will identify the training needs of its members and develop a training program for the coming year.

## 3.0 RESPONSE

### 3.1 Risk

Following the process of Risk Management by the Pannawonica LEMC the following hazards were identified as having a potential impact on the Pannawonica community and surrounding areas.

The following table identifies those hazards and details the responsible HMA and list existing plans (WESTPLANS & Local) prepared to manage those hazards.

HAZARD	HMA	WESTPLAN	LOCAL PLAN
Air Transport EM	WAPOL	Aircrash	Pannawonica Aerodrome EM Plan
Animal/Plant Bio Security	Dept. Agriculture & Food	Animal/Plant Bio Security	
Collapse	DEFS	Collapse	DFES SOP'S
Bulk Water Storage	RTIO Utilities		RTIO ERP
Fire	DFES	Bushfire Urban	SoA Bushfire Management Plan, DFES SOP'S / DPAW Pilbara Fire Management Plan
Flood	DFES	Flood	DFES SOP's
HAZMAT	DFES	HAZMAT	DFES SOP'S
Human Epidemic	WA Health	Human Epidemic	WACHS Pilbara Emergency Management Support Plan
LANDSAR	WAPOL	Land Search	
Road Transport EM	WAPOL	Road Crash	
Rail Transport Emergencies	Rio Tinto Emergency Management		Rio Tinto
Marine Search & Rescue	WA Police	Marine Search and Rescue	
Storm	DFES	Storm	DFES SOP's
Tropical Cyclone	DFES	Tropical Cyclone	DFES SOP's
Tsunami	DFES	Tsunami	DFES SOP's

Consistent with Section 20 of the *Emergency Management Act 2005*, these arrangements are based on the premise that the Hazard Management Agency responsible for the above threats will develop, test and review appropriate emergency management plans. It is recognised that Hazard Management Agencies and Controlling Agencies may require resources and assistance from the Shire of Ashburton in emergency management. The Shire of Ashburton is committed to providing assistance / support where possible.



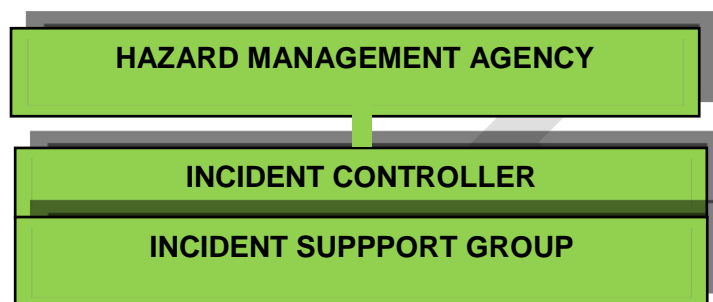
### 3.2 Response

Response activities are carried out in accordance with State Emergency Management Policy and relevant WESTPLANS.

### 3.3 Incident Support Group (ISG)

The Incident Support Group (ISG) is a support group activated by the Incident Controller, in consultation with the Local Emergency Coordinator (LEC). The role of the ISG is to provide assistance to the IC with the overall management of the incident.

*Operational Management Structure for a localised Incident*



### 3.4 Community Warnings

It is essential that communities threatened or likely to be threatened by a hazard receive timely and adequate information to alert them to the existence or threat of an emergency and direct them to take appropriate precautions. There are a number of public warning systems available in Western Australia.

It is the responsibility of the Controlling Agency to provide community warnings and timely advice on the likely threat of an emergency and the required actions of the community. This should be undertaken in accordance with the Common Alerting Protocol as in *SEMP 4.6 Emergency Public Information*.

- ❖ **Bureau of Meteorology (BOM);** This site provides information on warning services, current weather, radar displays, satellite images, weather charts and weather observations that are provided to the public by the Bureau of Meteorology (BoM). The information includes the types of warnings that are issued, when and where they are issued and samples of the individual warnings. Warning services provided: Tropical Cyclone Warning Services, Fire Weather Warning Services, Severe Thunderstorm and general Severe Weather Warning Services, Flood Warning Services, Marine Warning Services and other warnings and alerts.  
[www.bom.gov.au](http://www.bom.gov.au)
- ❖ **DFES Public Information Line:** This requires an Incident Controller/Incident Manager to either contact their Local Emergency Coordinator, or DFES Duty Officer who will in turn advise the DFES Communications Centre or the Regional Coordination Centre to activate the alerts. The alerts are disseminated from Perth through the media (mainly ABC Radio which has a signed Memorandum of understanding with State Emergency Management Committee) as well as through a recorded message on the Public Information Line and on DFES's web page. Members of the public may call one of the Shire of Ashburton administration offices for information. It is advisable even if the DFES system is being used to ensure that there is adequate staff and or volunteers at the Shire offices to take calls from the public.  
[www.dfes.wa.gov.au](http://www.dfes.wa.gov.au)

- ❖ **Standard Emergency Warning Signal (SEWS):** Standard Emergency Warning Signal is a distinct sound substantially different from any other emergency signal or siren. It can be used for various emergency situations and does not relate to any particular emergency situation. The purpose of Standard Emergency Warning Signal is to alert the population that an official emergency announcement is about to be made concerning an actual or imminent emergency that has the potential to affect them. The emergency announcement that follows Standard Emergency Warning Signal is intended to instruct the population to take, or be prepared to take, specific action in order to protect life, property and/or environment.
- ❖ **ABC Radio:** ABC Radio in WA will broadcast an emergency message immediately, repeatedly, for as long as necessary, and to whatever target audience in any area. The WA Police or any Authorised representative of the Emergency Services (Hazard Management Agency Incident Controller) can request this in order to notify listeners that a significant emergency is occurring in their area. The Alerts are only to be issued under strict instruction. They are broadcast when, in consultation with the Local Emergency Coordinator, it is approved by an —Authorised Officer or an Incident Controller and there is an immediate requirement to warn the community of a threat.

The ABC Radio channel for the Pannawonica Sub District is 702 am.  
[www.abc.net.au](http://www.abc.net.au)

- ❖ **Television:** GWN, WIN and ABC television in WA will broadcast an emergency message immediately, repeatedly, for as long as necessary, and to whatever target audience in any area. The WA Police or any Authorised representative of the Emergency Services (Hazard Management Agency Incident Controller) can request this in order to notify watchers that a significant emergency is occurring in their area. The Alerts are only to be issued under strict instruction. They are broadcast when, in consultation with the Local Emergency Coordinator, it is approved by an Authorised Officer or an Incident Controller and there is an immediate requirement to warn the community of a threat.

- ❖ **Shire of Ashburton:** The Shire of Ashburton has the ability through its website to provide information about bushfires, cyclones and other emergency information and can be utilised as a tool for disseminating information to the public.  
[www.ashburton.wa.gov.au](http://www.ashburton.wa.gov.au)

### 3.5 Evacuation

Evacuation is a risk management strategy which may need to be implemented, particularly in the event of flooding, bushfires and cyclones affecting a community within the Pannawonica sub-district. The Department for Child Protection (DCP) is responsible for Welfare Emergency Support within the Shire of Ashburton. This role may be filled in Pannawonica by Rio Tinto's Accommodation & Towns Management division

In consultation with the community and the Department for Child Protection (DCP), the Controlling Agency is responsible for ensuring arrangements are in place for the care of evacuees until such time as they can return.

The decision to evacuate will be based on an assessment of the nature and the extent of the hazard, the anticipated speed of the onset of the hazard, the number of people to be evacuated, evacuation priorities and the availability of resources. These considerations should focus on providing all the needs of those being evacuated to ensure their safety and on-going welfare.

The Controlling Agency will make decisions on evacuation and ensure that community members have appropriate information to make an informed decision as to whether to stay or go during an emergency.

Under section 67 of *the Act*, an authorised officer during an emergency situation or state of emergency may do all or any of the following:

- a) Direct or by direction prohibit the movement of persons, animals and vehicles within, into, out of or around an emergency area or any part of the emergency area;
- b) Direct the evacuation and removal of persons or animals from the emergency area or any part of the emergency area;
- c) Close any road, access route or area of water in or leading to the emergency area.

Evacuation is an important part of the emergency management process. The management of evacuation is the responsibility of the Controlling Agency in charge of the event; however, it is the responsibility of local governments to ensure the provision of facilities for use as welfare centres in an emergency. In the case of the Pannawonica Sub District this responsibility is shared between Rio Tinto and the Shire of Ashburton as Rio Tinto own and operate all facilities in the Pannawonica townsite

Rio Tinto along with the Shire of Ashburton and DCP have identified suitable facilities to utilise as welfare centres and have made arrangements with the Rio Tinto for this purpose. Details of capacity, availability, amenities and activation protocols are contained in the Pannawonica LEMC Evacuation Plan.

*Attachment 2*

The Pannawonica LEMC Evacuation Plan is applicable to the sheltering of evacuees from within the Pannawonica sub-district and / or displaced persons from neighbouring communities. All evacuations shall be managed under the guidance of *State Emergency Management Policy 4.7 Community Evacuation*.

The Hazard Management Agency should be in a position to advise the Local Emergency Coordinator of the area and estimated duration of evacuations. The Local Emergency Coordinator should then establish and estimate the number of persons involved and determine the required level of welfare support.

### **3.6 Emergency Welfare Centres**

The Department for Child Protection & Family Support is to be contacted whenever an evacuation is considered as the Department has responsibility for the provision of welfare services (food, clothing, accommodation, financial assistance, personal support) to evacuees and management of registration and inquiry services using the National Registration and Inquiry system and forms

FACILITY	RESPONSIBLE AGENCY	LOCATION
Pannawonica Mess Hall	Rio Tinto	Deepdale Road
Community Hall	Rio Tinto	Pannawonica Drive

### 3.7 Evacuation Matrix

The purpose of a matrix is to outline the length of time and number of people, the facilities and resources in the local government area can facilitate.

No. of People	Duration				
	0-8 Hrs	8Hrs-1 Day	1-3 Days	3-7 Days	1 Week+
1-10	Dry Mess & Community Hall	Dry Mess & Community Hall	Dry Mess	Evacuation	Evacuation
(100 in each)	Dry Mess & Community Hall	Dry Mess & Community Hall	Dry Mess	Evacuation	Evacuation
200-400	Evacuation	Evacuation	Evacuation	Evacuation	Evacuation

The evacuation matrix is a guide to the Controlling Agency and/or Local Emergency Coordinator during emergency operations. The Controlling Agency should be in a position to advise the Local Emergency Coordinator of the area and estimated duration of evacuations.

The Emergency Coordinator should then establish and estimate the number of persons involved and by using the above matrix, determine the required level of Welfare Support.

Welfare support for evacuees can be obtained through local planning or the Department for Child Protection & Family Support arrangements. "Local" in the above indicates the Local Community Emergency Management Arrangements require activation. Where Division, Region or State are indicated, Department for Child Protection arrangements at Divisional, Regional or State level may be activated.

The appropriate agency to arrange activation of Local or Department for Child Protection & Family Support Emergency Management Support Plans in the area should be the head of the Controlling Agency or the Local Emergency Coordinator by conferring with the appropriate Welfare Coordinator from that organisation.

Should a short term evacuation include persons who have been involved in or witnessed a traumatic event, trauma counselling can be arranged through the nearest Department for Child Protection & Family Support or other agencies.

### 3.8 Welfare

Welfare is *the provision of immediate and continuing care of emergency affected persons who may be threatened, distressed, disadvantaged, homeless or evacuated; and the maintenance of health, well-being and prosperity of such persons with all available community resources until their rehabilitation is achieved.* (**AEM glossary**)

The Department for Child Protection & Family Support (DCPFS) has the role of managing welfare. DCPFS will coordinate resources and undertake other functions as described in WESTPLAN-Welfare.

- ❖ Local Welfare Coordinator  
DCPFS shall appoint a Local Welfare Coordinator (LWC) who will coordinate the provision of resources.
- ❖ District Emergency Services Officer  
The DESO is responsible for developing local welfare emergency management plans. The DESO shall provide district support to the LWC.

Local Government would normally provide a Local Welfare Liaison Officer. This role will provide assistance to the LWC, including the management of emergency evacuation centres such as building opening, closing, security & maintenance. In the case of Pannawonica this function will be filled by RTIO ATM

### **3.9 State and National Registration and Enquiry**

When a large scale emergency occurs and people are evacuated or become displaced, one of the areas the DCPFS has responsibility for is recording who has been displaced and placing the information onto a State or National Register. This primarily allows friends or relatives to locate each other but also has many further applications. Because of the nature of the work involved DCPFS have reciprocal arrangements with the Red Cross to assist with the registration process.

Rio Tinto ATM in conjunction with DCPFS will carry out this function should the need arise within the Pannawonica sub-district of the Shire of Ashburton. If required Red Cross will send volunteers from Karratha or Port Headland.

### **3.10 Public Information / Media Management**

Agencies should only provide Emergency Public Information on areas for which they have direct responsibility. *WESTPLAN Public Information* provides that the Controlling Agency is responsible 'for the provision and management of public information during emergencies'.

Once this Plan has been implemented, *ALL INFORMATION* to the public will be through the Local Co-ordination Centre and bear authorisation by the Controlling Agency

### **3.11 Evacuation Routes**

Should an emergency occur and depending on the type of emergency some highways and local roads could be closed and alternative arrangements will have to be implemented. Closure of some roads may mean some isolated Indigenous communities may not be able to be evacuated by road. Main arterial roads such as the North West Coastal Highway can often be closed for days at a time putting a strain on local supplies

Roads that may be closed or vehicle access may be affected during an emergency include but not limited to

- ❖ Millstream - Pannawonica Road
- ❖ Pannawonica Rd to North West Coastal Hi Way
- ❖ Deepdale Rail Access Road
- ❖ Harding Dam Pipeline Road in Millstream NP

## **4.0 RECOVERY**

### **4.1 Introduction**

Section 36 of the *Emergency Management Act* provides;

*Sec 36. Functions of local government*

It is a function of a local government –

- (b) To manage recovery following an emergency affecting the community in its district;

This part of the arrangements must be read in conjunction with other parts of the arrangements and *WESTPLAN Recovery* and *WESTPLAN Freight Subsidy Plan*. The Pannawonica LEMC will maintain separate Local Recovery Arrangements and this part only summarises details of that plan

### **4.2 The Aim**

The aim of recovery is to allow the community to return to normal social and economic activities, and to physically re-establish as soon as possible. At the same time actions should be taken to prevent the future occurrence of emergencies by noting opportunities that arise to make improvements within the community.

### **4.3 Local Recovery Committee**

The Shire of Ashburton accepts and recognises their responsibilities within the Recovery process. A Local Recovery Committee shall be established with appropriate membership following the impact of a significant hazard on the community to progress the recovery activities.

The Pannawonica LEMC Local Recovery Arrangements and committee composition are located in *Attachment*

### **4.4 Role**

To develop and maintain a recovery management plan that will assist the community to recover after a major emergency.

### **4.5 Functions**

- a) Make appropriate recommendations to the Local Emergency Management Committee to improve the Pannawonica sub-district recovery preparedness
- b) Prepare and maintain a Recovery Management Plan, which prescribes the concepts, organisation, responsibilities for the planning and management of recovery from emergencies in the Pannawonica sub - district
- c) Provide advice and support to those persons, organisations and local government involved in or responsible for, planning and/or managing the recovery process
- d) Provide an open forum for discussion/resolution of recovery issues
- e) Review post incident/exercise reports involving recovery issues with a view to improving arrangements in the Local Recovery Arrangements; and
- f) Provide advice to the Local Emergency Management Committee on all aspects of recovery management.



#### **4.6 Recovery Priorities**

Resources available to conduct Recovery activities may be scarce, and will be allocated on a prioritised basis. The Recovery priorities of the Pannawonica sub - district are:

- a) Health and Safety of individuals and the Community
- b) Social recovery
- c) Economic recovery
- d) Physical recovery
- e) Environmental recovery

#### **4.7 General**

As early as possible during an emergency, the Local Recovery Coordinating Committee conducts recovery operations to assist victims and restore local community services. Whilst local government authorities expect to retain significant responsibility for the wellbeing of local communities and take a major role in recovery operations they may require significant support, particularly with respect to the overall coordination of operations.

#### **4.8 Recovery Operations Planning**

It is essential that the need for recovery operations is assessed and planned during the earliest stages of an emergency response operation. The Local Emergency Coordinator is responsible for ensuring that this occurs.

#### **4.9 Coordination**

The Incident Controller is to determine the requirements for recovery operations by their area. They assist the Local Emergency Coordinator in determining overall area requirements, and should be prepared to take a lead role in operations when circumstances and expertise indicate this to be appropriate.

#### **4.10 Local Recovery Coordinating Committee**

If recovery operations are necessary, the Local Emergency Coordinator is responsible for the formation of a Local Recovery Coordinating Committee. All appropriate combat agencies, functional groups and other agencies, should meet initially on a daily basis and possibly less frequently as Recovery operations precede. Membership should take into account all Recovery priorities.

#### **4.11 Transition from Response to Recovery**

A Recovery Coordinator may be appointed by the Council at any time its sole discretion to manage repair and renewal activities, whether or not an emergency has been declared. However, it is most likely that the appointment will arise following an event that has occasioned a declaration and will take effect when the declaration expires or is terminated.

## **5.0 REVIEWING THE ARRANGEMENTS**

### **5.1 Reviewing**

The Chairman of the Pannawonica LEMC is responsible for ensuring the review of these arrangements. Reviews will be undertaken in the following circumstances:

- ❖ Following activation of these arrangements.
- ❖ Following exercising of these arrangements.
- ❖ Following any significant developments or changes within the Pannawonica sub district.
- ❖ Following any changes in Emergency Management legislation or policies.
- ❖ As a minimum once per year.

The LEMC Membership Contact List and Support Contacts list will be reviewed and revised every three (3) months and the Resource list will be reviewed and revised every twelve (12) months by the Pannawonica LEMC

### **5.2 Document Rewrite**

A total rewrite of the arrangements will occur every five (5) years, unless directed by the State Emergency Management Committee. The rewrite will be carried out by a sub-committee appointed by the Local Emergency Management Committee with the Executive Officer as the Chairperson



## 6.0 EMERGENCY RISK MANAGEMENT

### 6.1 Emergency Risk Management Process

The Emergency Risk Management (ERM) process forms the foundation of the local emergency management arrangements. The ERM process identifies the relevant risks / hazards facing the local community and assists in the preparation of the local emergency management arrangements. Emergency Risk Management is a process of identifying risks, analysing and evaluating risks and developing appropriate treatment activities to reduce or remove the risks.

Community and stakeholder consultation was carried out throughout the process to ensure that the risks and treatment strategies identified address their concerns and are not solely based on the perceptions of the Local Government. The process is described in the Australian / New Zealand Standard for Risk Management *AS/NZS ISO 31000:2009*

A community's ability to cope with the impact of emergencies depends on the scale of the emergency, along with the HMAs ability to conform to prepared plans, arrangements and programs for:

- ❖ **Prevention** and mitigation – regulatory and physical measures to ensure that risks are minimised, emergencies are prevented, or their effects mitigated;
- ❖ **Preparedness** – measures to ensure that should an emergency occur, communities, resources and services are capable of coping with the effects and can be rapidly mobilised and deployed;
- ❖ **Response** – actions taken immediately prior to, during and immediately after an emergency impact to ensure that its effects are minimised; and
- ❖ **Recovery** – measures which support emergency-affected individuals and communities in the reconstruction of the physical infrastructure and restoration of emotional, economic, environmental and physical wellbeing.

#### Steps in the ERM Process

## 6.2 Qualitative Risk Analysis Matrix

Consequence	Insignificant (1)	Minor (2)	Moderate (3)	Major (4)	Catastrophic (5)
Likelihood					
Almost Certain (5)	Medium Risk	High Risk	High Risk	Very High Risk	Very High Risk
Likely (4)	Medium Risk	Medium Risk	High Risk	High Risk	Very High Risk
Possible (3)	Low Risk	Medium Risk	High Risk	High Risk	High Risk
Unlikely (2)	Low Risk	Low Risk	Medium Risk	Medium Risk	High Risk
Rare (1)	Low Risk	Low Risk	Medium Risk	Medium Risk	High Risk

### ERM Manual 5

## 6.3 Qualitative Measures of Likelihood

Rating	Descriptor	Description
5	Almost Certain	Is expected to occur in most circumstances; high level of recorded incidents or strong anecdotal evidence; strong likelihood the event will recur; great opportunity, reason or means to occur
4	Likely	Will probably occur in most circumstances; regular recorded incidents and strong anecdotal evidence; considerable opportunity, reason or means to occur
3	Possible	Might occur at some time; few infrequent, random recorded incidents or little anecdotal evidence; very few incidents in associated comparable organisations facilities or communities; some opportunity, reason or means to occur
2	Unlikely	Is not expected to occur; no recorded incidents or anecdotal evidence; no recent incidents in associated organisations, facilities or communities; little opportunity, reason or means to occur
1	Rare	May occur only in exceptional circumstances

## 6.4 Risk Evaluation Criteria

1. Any reasonably preventable loss of life is unacceptable.
2. Any harm to people's health in preventable situations is unacceptable.
3. Any reasonably preventable long term economic loss to the business community is unacceptable.
4. Any reasonably preventable harm to the natural or cultural environment is unacceptable.
5. Any reasonably preventable damage to the social infrastructure of the community is unacceptable.
6. Any reasonably preventable damage to the bio-diversity of the Pannawonica area is unacceptable
7. Any reasonably preventable damage to physical infrastructure/assets within the community is unacceptable

## 6.5 Qualitative Measures of Consequences

Rating	Descriptor	Description
1	Insignificant	<ul style="list-style-type: none"> <li>❖ No injuries or fatalities. Small number or nil people are displaced and only for a short duration. Little or no personal support required (support not monetary or material).</li> <li>❖ Inconsequential or no damage. Little or no disruption to the community</li> <li>❖ No measurable impact on the environment.</li> <li>❖ Little or no financial loss</li> </ul>
2	Minor	<ul style="list-style-type: none"> <li>❖ No fatalities but a small number of injuries. First aid treatment required, some displacement of people (&lt; 24 Hrs)</li> <li>❖ Some personal support required, some damage, some disruptions (&lt;24 Hrs)</li> <li>❖ Small impact on the environment, with no lasting effects</li> <li>❖ Some financial losses.</li> </ul>
3	Moderate	<ul style="list-style-type: none"> <li>❖ Medical treatment required but no fatalities, some hospitalisation, localised displacement of people. Personal support satisfied through personal arrangements</li> <li>❖ Localised damage that is rectified by routine arrangements, normal functioning with some inconvenience</li> <li>❖ Some impact on the environment with no long term effect</li> <li>❖ Significant financial losses</li> </ul>
4	Major	<ul style="list-style-type: none"> <li>❖ Extensive injuries, single fatality and /or hospitalisation, large number of displaced people (&gt; 24 Hrs), Fatalities, with external resources required for personal support</li> <li>❖ Significant damage requiring external resources, community only partially functioning with some services unavailable</li> <li>❖ Some impact on the environment with long term effects</li> <li>❖ Significant financial losses with some financial assistance required</li> </ul>
5	Catastrophic	<ul style="list-style-type: none"> <li>❖ Large numbers of severely injured, multiple fatalities, large numbers requiring hospitalisation. Widespread displacement for extended period of time, significant fatalities. Extensive personal support required.</li> <li>❖ Extensive damage, community unable to function without significant support</li> <li>❖ Significant impact on the environment and / or permanent damage</li> </ul>

## 6.6 Identified Risks

# PANNAWONICA REGIONAL RISK ASSESSMENT

HAZARD	TEAM RISK RATING	LIKELIHOOD (1 - 5)	CONSEQUENCE (1 - 5)	LEVEL OF RISK (LIKELIHOOD x CONSEQUENCE)
Air transport emergencies	13	1 - Rare	4 - Major	4
Animal & Plant Biosecurity	17	1 - Rare	1 - Insignificant	1
Collapse	11	2 - Unlikely	3 - Moderate	6
Dam break	14	1 - Rare	3 - Moderate	3
Earthquake	12	2 - Unlikely	3 - Moderate	6
Fire (wildfire/bushfire)	6	5 - Almost Certain	2 - Minor	10
Fire (urban)	10	3 - At least once in 3 years	2 - Minor	6
Flood	3	4 - At least once per year	3 - Moderate	12
Fuel Shortage Emergencies	15	2 - Unlikely	1 - Insignificant	3
HAZMAT	2	4 - At least once per year	3 - Moderate	12
Human Epidemic	7	3 - At least once in 3 years	3 - Moderate	9
LANDSAR	8	3 - At least once in 3 years	3 - Moderate	9
Road Transport Emergencies	1	5 - Almost Certain	4 - Major	20
Sea search & rescue	16	1 - Rare	2 - Minor	2
Space re-entry debris	18	1 - Rare	1 - Insignificant	1
Storm/tempest	4	4 - At least once per year	3 - Moderate	12
Tropical Cyclone	5	4 - At least once per year	3 - Moderate	12
Tsunami	19	1 - Rare	1 - Insignificant	1
Rail Freight Emergencies	9	3 - At least once in 3 years	3 - Moderate	9

This matrix was developed in the initial stages of the risk assessment, identifying risks to the Pannawonica Police Sub District as identified by stakeholders and members of the Pannawonica community. Likelihood and Consequence was based on anecdotal evidence gathered from HMA's and local knowledge from community members

- 1 Road Transport Emergencies
- 2 HAZMAT
- 3 Flood
- 4 Storm
- 5 Tropical Cyclone
- 6 Fire (Bush Fire)
- 7 Human Epidemic
- 8 LANDSAR
- 9 Rail Emergencies
- 10 Fire (Urban)
- 11 Collapse
- 12 Air Transport
- 13 Bulk Water Facility Failure
- 14 Marine Search & Rescue
- 15 Animal & Plant Biosecurity
- 16 Tsunami

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## 6.7 Risk Identification Matrix

	ELEMENTS AT RISK						
SOURCES OF RISK	Economy	Life	Health	Psychological	Infrastructure/ Assets	Environment	Social & Cultural
Road Transport	Yes	Yes	Yes	Yes	No	Yes	Yes
HAZMAT	No	Yes	Yes	No	Yes	Yes	No
Flood	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Storm	Yes	No	No	No	Yes	Yes	No
Tropical Cyclone	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bush Fire	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Human Epidemic	Yes	Yes	Yes	Yes	No	No	Yes
LANDSAR	No	Yes	Yes	Yes	No	No	No
Rail Transport	Yes	Yes	No	No	Yes	Yes	No
Urban Fire	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Collapse	Yes	Yes	Yes	Yes	Yes	No	Yes
Air Transport	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bulk Water Storage	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Marine Search & Rescue	No	Yes	Yes	Yes	No	No	No
Animal/Plant Bio Security	Yes	No	Yes	Yes	Yes	Yes	Yes
Tsunami	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Risk Statement Register	Likelihood Rating	Consequence Rating	Level of Risk
<b>ROAD TRANSPORT EM:</b> There is a risk that a road transport emergency could result in a number of injuries or fatalities to people in the Pannawonica community.	Possible	Major	High
There is a risk that that a road transport emergency could result in damage to infrastructure / assets in the Pannawonica community	Possible	Moderate	High
There is a risk that a road transport emergency could result in a negative impact on the local economy by disrupting the ability to import or export freight by road.	Unlikely	Moderate	Medium
There is a risk that a road transport emergency could have a negative impact on the social and cultural well-being of the Pannawonica community	Likely	Moderate	High
There is risk that a road transport emergency could affect the psychological well-being of the Pannawonica community	Possible	Moderate	High
There is a risk that a road transport emergency could result in damage to the environment	Possible	Moderate	High
<b>HAZARDOUS MATERIALS:</b> There is a risk that a HAZMAT incident could cause loss of life	Unlikely	Major	Medium
There is a risk that a HAZMAT incident could threaten the health of residents and emergency services personnel	Possible	Moderate	High
There is a risk that a HAZMAT incident could cause damage to the natural environment of the affected area	Possible	Moderate	High
There is a risk that A HAZMAT incident could cause damage to infrastructure / assets	Unlikely	Moderate	Medium
<b>FLOOD:</b> There is a risk that a flood could cause a loss of life	Unlikely	Major	Medium
There is a risk that a flood could affect the physical and physiological wellbeing of members of the affected community	Unlikely	Moderate	Medium
There is a risk that a flood could damage or destroy infrastructure / assets in the community and belonging to residents of the community	Unlikely	Moderate	Medium
There is a risk that a flood could have a negative impact on the local economy	Unlikely	Moderate	Medium
There is a risk that a flood could have impact on food supplies to the affected community due to major roads being impassable	Possible	Moderate	High
There is a risk that the natural environment will be damaged by the impact of a flood	Possible	Moderate	High
There is a risk that a flood could have a negative effect on the social & cultural well-being of the community	Unlikely	Moderate	High

<b>STORM:</b> There is a risk that a severe storm tempest could cause injury	Possible	Major	High
There is a risk that a severe storm tempest could cause loss of life	Unlikely	Major	Medium
There is a risk that a severe storm tempest could damage or disrupt lifelines	Possible	Moderate	High
There is a risk a severe storm tempest may cause damage to property and other assets in the affected community	Possible	Moderate	High
<b>TROPICAL CYCLONE:</b> There is a risk that a TC could cause economic loss in the affected community	Possible	Moderate	High
There is a risk a TC could damage local community infrastructure / assets in the affected community	Possible	Moderate	High
There is a risk that a TC may cause a loss of life in the effected community	Unlikely	Major	Medium
There is a risk that a TC may affect the physical and physiological wellbeing of those in the affected community	Possible	Major	High
There is a risk that a TC may cause damage to the environment	Possible	Moderate	High
There is a risk that a TC may affect the health of those in the affected community	Possible	Moderate	High
<b>BUSH FIRE Including LG &amp; DEC Managed Land:</b> There is a risk that a bushfire could result in a number of injuries or loss of life to residents or emergency service personnel who live in the communities or pastoral stations within the Pannawonica Police Sub - District.	Rare	Major	Medium
There is a risk that a bushfire could damage property / assets within the Pannawonica Police Sub - District.	Possible	Moderate	High
There is a risk that a bushfire could negatively impact on the local environment; e.g. damage to habitats of native fauna.	Almost Certain	Moderate	High
There is a risk that a bushfire could result in a negative impact on local industry; e.g. loss of stock on pastoral stations or loss of feed for stock.	Possible	Minor	Medium
There is a risk a bush fire could affect the physical and physiological wellbeing of those affected by the fire	Possible	Minor	Medium
There is a risk that a bush fire could affect the social & cultural well-being of those affected by the fire	Possible	Moderate	High
<b>HUMAN EPIDEMIC:</b> There is a risk that an epidemic could result in the loss of life	Unlikely	Catastrophic	High
There is a risk that a human epidemic could affect the physical and physiological wellbeing of residents and those affected.	Unlikely	Catastrophic	High
There is a risk that as a result of a human epidemic the business economy could be disrupted	Unlikely	Major	Medium
There is a risk that a human epidemic could affect the health of those in affected community	Unlikely	Major	Medium



<b>LAND SEARCH &amp; RESCUE:</b> There is a risk that a search and rescue incident could result in the loss of life of those people involved including emergency service personnel	Rare	Major	Medium
There is a risk that a search and rescue incident could affect the physical and physiological wellbeing of those involved	Possible	Moderate	High
There is a risk that a search & rescue incident could affect the health of those involved	Unlikely	Moderate	Medium
<b>RAIL TRANSPORT EM:</b> There is a risk that a rail transport emergency could result in injuries or fatalities to people in the Pannawonica community.	Rare	Major	High
There is a risk that a rail transport emergency could result in a negative impact on the local economy by disrupting the export of iron ore and the importation of fuel supplies.	Possible	Moderate	High
There is a risk that that a rail transport emergency could cause damage to infrastructure / assets	Possible	Moderate	High
There is a risk that a rail transport emergency could cause damage to the environment	Possible	Moderate	High
<b>URBAN FIRE:</b> There is a risk that an urban fire could cause loss of life of residents or emergency service personnel in the Pannawonica Police Sub - District	Possible	Catastrophic	High
There is a risk that an urban fire could affect the physical and physiological wellbeing of those affected by the fire within the Pannawonica Police Sub - District	Possible	Minor	Medium
There is a risk that an urban fire could damage to infrastructure / assets belonging to the community & residents	Possible	Minor	Medium
There is a risk that an urban fire could cause damage to the environment	Unlikely	Moderate	Medium
There is a risk that an urban fire could have a negative impact on the psychological well-being of those in the affected community	Possible	Minor	Medium
There is a risk that an urban fire could impact on the social & cultural well-being on those in the affected community	Possible	Minor	Medium
<b>COLLAPSE:</b> There is a risk that a collapse could cause a loss of life	Unlikely	Catastrophic	High
There is a risk that a collapse could affect the physical and physiological wellbeing to people affected	Unlikely	Moderate	Medium
There is a risk that a collapse could damage or destroy infrastructure / assets	Unlikely	Moderate	Medium
There is a risk that a collapse could affect the environment	Unlikely	Moderate	Medium
There is a risk that a collapse could affect the local economy of	Unlikely	Major	Medium

<b>AIR TRANSPORT EM:</b> There is a risk that an air transport emergency could result in injuries or fatalities to people in the Pannawonica community.	Rare	Catastrophic	High
There is a risk that an air transport emergency could result in damage to infrastructure / assets in the Pannawonica community	Unlikely	Moderate	High
There is a risk that an air transport emergency could result in a negative impact on people's psychological health.	Possible	Minor	Medium
There is a risk that an air transport emergency could result in damage to the environment	Unlikely	Moderate	Medium
There is a risk that an air transport emergency could affect the local economy	Unlikely	Major	Medium
There is a risk that an air transport emergency could affect the health of those in the Pannawonica community	Unlikely	Minor	Medium
There is a risk that an air transport emergency could affect the social & cultural well-being of those in the Pannawonica community	Unlikely	Minor	Medium
<b>Bulk Water Storage:</b> There is a risk that a collapse / failure of a bulk water storage facility could cause injury or a loss of life	Rare	Catastrophic	High
There is a risk that a failure of a bulk water storage facility could affect the physical and physiological wellbeing to people affected	Rare	Moderate	Medium
There is a risk that a failure of a bulk water storage facility could damage or destroy other infrastructure / assets within the community	Rare	Moderate	Medium
There is a risk that a failure of a bulk water storage facility could affect the local economy of the Pannawonica community	Rare	Moderate	Medium
There is a risk that a failure of a bulk water storage facility could affect the environment within the Pannawonica community	Rare	Moderate	Medium
There is a risk that a failure of a bulk water storage facility could affect the health of the residents within the Pannawonica community	Rare	Minor	Low
There is a risk that a failure of a bulk water storage facility could affect the social & cultural well-being of residents in the Pannawonica community	Rare	Minor	Low
<b>SEA SEARCH &amp; RESCUE:</b> There is a risk that a sea search and rescue incident could result in the loss of life of those people involved including emergency service personnel	Rare	Major	Medium
There is a risk that a sea search and rescue incident could affect the physical and physiological wellbeing of those involved	Rare	Moderate	Medium
There is a risk that a sea search & rescue incident could have an effect on the health of those involved	Rare	Minor	Low

<b>ANIMAL &amp; PLANT BIO – SECURITY:</b> There is a risk that an animal & plant bio-security event could affect physical and physiological wellbeing to residents who live in the communities or pastoral stations within the Pannawonica Police Sub - District.	Unlikely	Minor	Low
There is a risk that an animal & plant bio-security event could damage the social / culture well-being of residents who live in the communities or pastoral stations within the Pannawonica Police Sub - District.	Unlikely	Minor	Low
There is a risk that an animal & plant bio-security event could damage or destroy assets / livestock belonging to residents who live in the communities or pastoral stations within the Pannawonica Police Sub – District.	Unlikely	Moderate	Medium
There is a risk that an animal & plant bio-security event could threaten the business economy to personnel who live in the communities or pastoral stations within the Pannawonica Police Sub – District.	Unlikely	Moderate	Medium
There is a risk that an animal & plant bio-security event could damage the environment in the Pannawonica Police Sub - District	Unlikely	Major	Medium
There is a risk that an animal & plant bio-security event could adversely affect the health of residents in the Pannawonica Police Sub-District	Unlikely	Minor	Low
<b>TSUNAMI:</b> There is a risk that a tsunami could cause injury or a loss of life	Rare	Catastrophic	High
There is a risk that a tsunami could affect the physical and physiological wellbeing to affected residents	Rare	Moderate	Medium
There is a risk that a tsunami could damage or destroy assets belonging to residents who live in the communities or pastoral stations within the Pannawonica Police Sub - District.	Rare	Moderate	Medium
There is a risk that tsunami could cause damage to the environment within the Pannawonica Police Sub-District	Rare	Major	Medium
There is a risk that a tsunami could adversely affect the economy within the Pannawonica Police Sub-District	Rare	Moderate	Medium
There is a risk that a tsunami could adversely affect the health of residents in the Pannawonica Police Sub-District	Rare	Minor	Low
There is a risk that a tsunami could adversely affect the social / cultural well-being of residents in the Pannawonica Police Sub-District	Rare	Minor	Low

## 6.9 Risk Treatment Schedule

Source of Risk	Treatment Option	Implementation Responsibilities	Time Table
Road Transport EM	EM Plans in place & current Support AIIMS across all agencies Public Education PVFRS Training Recovery Plan in place & current	WAPOL MRWA WAPOL Private Volunteer Fire & Rescue SoA	On Going
Hazardous Materials Incident	Westplan HAZMAT DFES SOP's PVFRS Training Agency / Industry cooperation Storage & transport compliance	DFES PVFRS RTIO LEC (WAPOL)	On Going
Flood	Flood Mitigation Works HMA Plans Recovery Plan Evacuation Plan Welfare Plan Current Contacts list	DFES SoA & LEC LEMC DCPFS SoA	On Going
Storm Tempest	HMA Plans Current contacts list Recovery Plan Evacuation Plan Welfare Plan	DFES (PVFRS) LEMC LEC (WAPOL) SoA LEMC /DCPFS	On Going
Tropical Cyclone	School & Public education HMA Plan Support Emergency Services Evacuation Plan Recovery Plan Welfare Plan Contact with all key stakeholders & lifelines	DFES (PVFRS) DFES LEC (WAPOL) SoA SoA DCPFS LEMC / RTIO	On Going
Fire: Bush	SoA Bush Fire Management Plan Pilbara District Fire Management Plan (DEC) Support AIIMS across all agencies School & Public Education Training for TP VBFB & PPVFRS Fire Break Maintenance & Block inspections	SoA DEC LEMC DFES TP VBFB & PPVFRS SoA & RTIO	On Going

Human Epidemic	HMA Plan in place & current Information flow to the affected community Support Food Safe program Ensure appropriate agencies have training in identification, handling of any epidemic Maintain agency cooperation	Kinetic Health (Dept Health) RTIO ISS Australia SoA	On Going
Land Search & Rescue	Westplan Land SAR DFES SOP's Support AIIMS across all agencies Public Education (National Parks) Tourist education (Visitor Centres)	LEC (WAPOL) DFES, PVFRS LEMC DPAW SoA	On Going
Rail Transport EM	RTIO Rail EM Plans in place & current	Rio Tinto Rail LEC	On Going
Fire: Urban	DFES SOP's Tom Price BFB SOP's School & Public Education Fire prevention measures Promote interaction between BFB and PVFRS, training Support AIIMS across agencies Recovery Plan in place & current Management support	DFES (PVFRS) TP VBFB, SoA PPVFRS ,TP VBFB & SoA PPVFRS PPVFRS, TP VBFB, LEC LEMC SoA DFES Operational Services Karratha	On Going
Collapse	HMA Plans / Westplan Collapse DFES SOP's Support AIIMS-ICS across all agencies, including inter- agency training. Support emergency services. LEMC maintain contact with lifeline agencies.	DFES / PVFRS  LEMC  SoA/RTIO LEC (WAPOL)	On Going
Air Transport EM	Ensure Airport Plans are in place and current Support AIIMS across all agencies, multi-agency training HMA Plans in place & current; Recovery Plan in place & current	Airport Managers LEMC WAPOL SoA	On Going
Bulk Water Storage	Regular maintenance & inspections RTIO ERP - 010	RTIO Utilities RTIO EM	On Going

Marine Sea Search & Rescue	Westplan MARSAR WAPOL Local MARSAR Plan Support AIIMS across all agencies Public Education	WAPOL LEC (WAPOL) LEMC Dept of Transport	On Going
Animal & Plant Bio-Security	HMA Plan in place & current Recovery Plan Evacuation Plan Welfare Plan	Dept Agriculture & Food LEMC LEC (WAPOL) SoA/DCPFS	On Going
Tsunami	Westplan Tsunami Evacuation Plan Recovery Plan Welfare Plan Support AIIMS across all agencies	DFES HMA & LEC SoA SoA/DCPFS LEMC	On Going

## 7.0 WEATHER INFORMATION

### 7.1 Bureau of Meteorology (BOM)

All weather information can be accessed through the BOM homepage [www.bom.gov.au](http://www.bom.gov.au)

## 8.0 REFERENCES

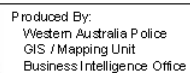
### 8.1 References

- ❖ *Emergency Management Act 2005*  
[www.slp.wa.gov.au](http://www.slp.wa.gov.au)
- ❖ State Emergency Management Plans (WESTPLANS)  
[www.DFES.wa.gov.au](http://www.DFES.wa.gov.au)
- ❖ State Emergency Management Policies  
[www.DFES.wa.gov.au](http://www.DFES.wa.gov.au)
- ❖ Western Australia Emergency Risk Management Guide  
[www.DFES.wa.gov.au](http://www.DFES.wa.gov.au)

Australian & New Zealand Standards: Risk Management (AS/NZS 4360:2004) (AS/NZS ISO 31000:2009)

- ❖ WA Emergency Management Extranet  
[www.DFES.wa.gov.au](http://www.DFES.wa.gov.au)



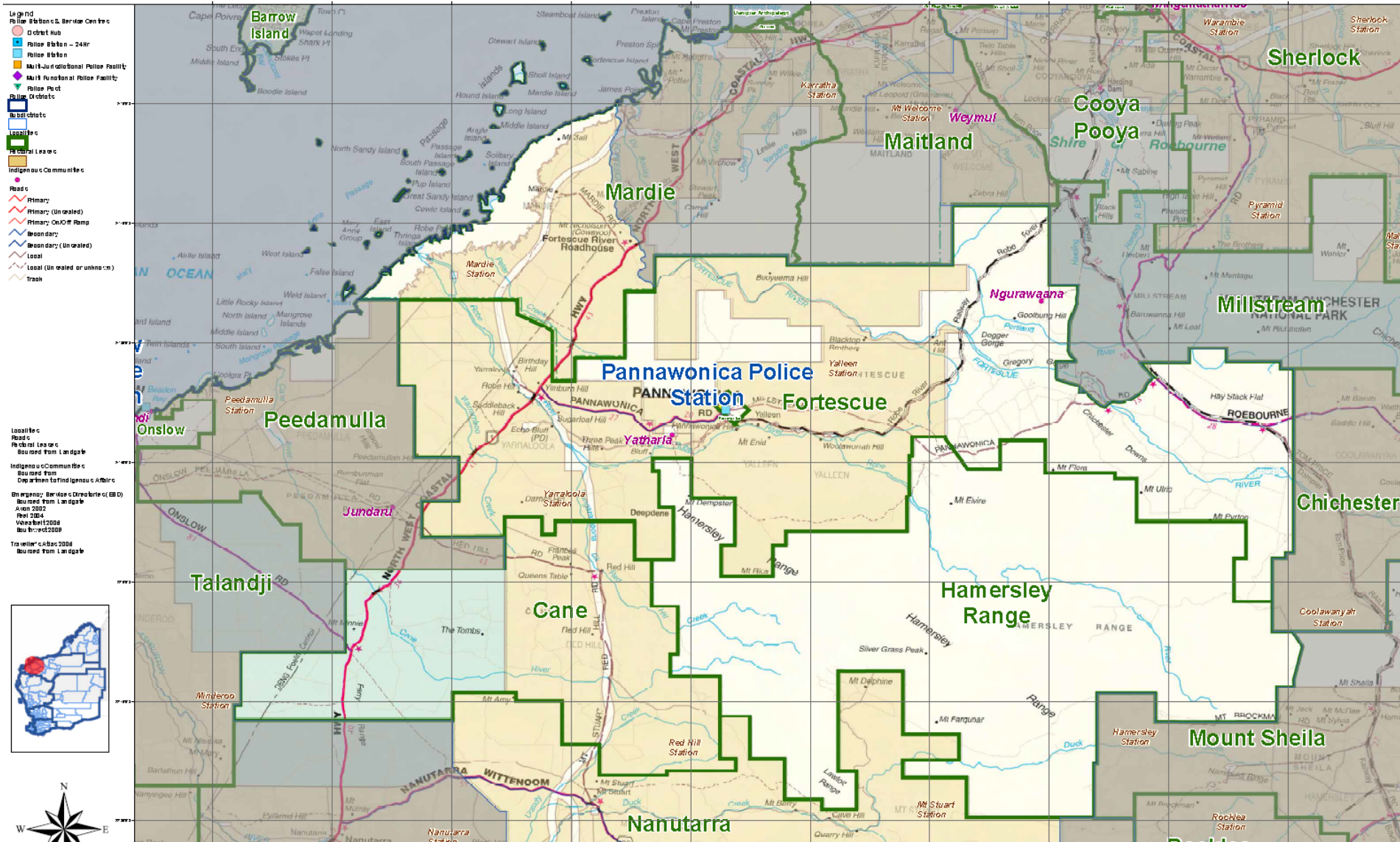


Date: 10/January/2010

## PILBARA DISTRICT



frontlineFIRS





## **10.0 ATTACHMENTS LIST**

### **Attachment 1: Contacts**

- LEMC Membership List
- Support Groups
- Agency / Stakeholders Contacts
- Contactors Contacts

**Attachment 2:** Pannawonica LEMC Evacuation Plan

**Attachment 3:** DCP Welfare Emergency Management Support Plan

**Attachment 4:** Pannawonica LEMC Recovery Plan

**Attachment 5:** Shire of Ashburton Bush Fire Management Plan

**Attachment 6:** Pannawonica Aerodrome Emergency Management Plan

**Attachment 7:** Road Transport Emergency Management Plan (WAPOL)

**Attachment 8:** Pilbara Pandemic Influenza Management Plan (WA Dept of Health)

**Attachment 9:** Pilbara Health Emergency Management Support Plan (WACHS)

***These attachments have deliberately not been displayed / printed due to the requirements of regular updates.***

***A copy of an Attachment can be made available upon request to the Shire of Ashburton; however they may exclude certain personal information***

# PANNAWONICA LEMC



## LOCAL RECOVERY ARRANGEMENTS

### SUB PLAN



## **Endorsement**

These arrangements have been prepared and endorsed by the Pannawonica Local Emergency Management Committee (LEMC)

They have been tabled for information and comment with the Pilbara District Emergency Committee (DEMC)

Endorsed by

\_\_\_\_\_  
02/08/2013

Morgwn Jones  
Chairperson  
Pannawonica LEMC

Endorsed by Shire of Ashburton Council: 00/00/00

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## Distribution List

TITLE	ORGANISATION	COPIES
Records	Shire of Ashburton	1
Chairperson	SoA Inland LEMC	1
Local Emergency Coordinator	OIC Pannawonica Police	1
Executive Officer DEMC	Pilbara DEMC	1
Public Copies	Shire of Ashburton Offices	3
Public Copies	Shire of Ashburton Libraries	4
Captain	Pannawonica Private Volunteer Fire & Rescue Service	1
Captain	Tom Price Volunteer Bush Fire Brigade	1
Emergency Management Advisor	Rio Tinto Iron Ore Robe Valley Operations	2
Superintendent Utilities	Rio Tinto Inland Networks	1
Superintendent Accommodation & Town Management	Rio Tinto ATM	1
District Emergency Services Officer	Department of Child Protection & Family Support	1
Team Leader/ Emergency Management Officer	Department of Child Protection & Family Support	1
Senior Ranger Millstream National Park	Department of Parks & Wildlife	1
Director of Nursing	Sonic Health Plus	1
Manager of Main Roads WA	MRWA Gascoyne	1
Manager of Main Roads WA	MRWA Pilbara	1
DFES Country Operations	Department of Fire & Emergency Services Karratha	2

## Amendment List

### Pannawonica Emergency Recovery Arrangements

#### AMENDMENT RECORD

Proposals for amendments or additions to these arrangements should be forwarded to the Chair of the Pannawonica LEMC

AMENDMENT		DETAILS OF AMENDMENT	AMENDED BY
VERSION	DATE		
Draft	March 13	Initial Draft	M Jones
V1	August 2013	LRP Endorsed by Pannawonica LEMC	
	November 2013	Tabled at DEMC for Comment	M Jones
	April 2014	Departmental Name Changes & Acronyms	M Jones
	May 2014	Sent to SEMC for Comment	M Jones

## Document Control

The Local Recovery Coordinator in consultation with the Local Recovery Committee shall review the Pannawonica Local Recovery Plan on an annual basis

A copy of the Pannawonica Recovery Plan shall be provided, **without Annexure 5 - Contacts**, for general information to:

- ❖ Any member of the public via request to the LRC;
- ❖ Shire of Ashburton web Page; [www.ashburton.wa.gov.au](http://www.ashburton.wa.gov.au)
- ❖ Pannawonica Library
- ❖ Attorney - General's Department, Emergency Management Institute Library.

## Feedback

Comments and suggestions that can help improve this document should be forwarded to

The Chairperson  
Pannawonica Local Emergency Management Committee  
PO Box 567  
Tom Price WA 6751  
[soa@ashburton.wa.gov.au](mailto:soa@ashburton.wa.gov.au)

Feedback can include

- What you don't like about the document
- Unclear or incorrect expression
- Out of date practices
- Errors, omissions or suggested improvements



## **Definitions**

SoA - Shire of Ashburton

RTIO – Rio Tinto

ATM – Accommodation and Town Management

LEMC – Pannawonica Local Management Committee

LRC – Local Recovery Coordinator

ECC – Emergency Coordination Centre

HMA – Hazard Management Agency

LG – Local Government

LEC – Local Emergency Coordinator

IC – Incident Controller

ISG - Incident Support Group

DFES – Department of Fire and Emergency Services

PVFRS – Private Volunteer Fire and Rescue Service

VBFB – Volunteer Bush Fire Brigade

WAPOL – Western Australia Police

DCPFS – Department of Child Protection & Family Support

DPAW – Department of Parks & Wildlife

## Introduction

Recovery should be managed and planned for in a structured manner. The broad needs created by the impact of an emergency or disaster on the Pannawonica community will only be met through a range of services, provided by predominately by Rio Tinto, Government and other non-government organisations.

At the local level, the focus of recovery management is on input from the local community. The recovery approach to emergency management encompass those activities that are intended to return a community back to normal as soon as possible, following the impact of an emergency or disaster.

## Purpose

The purpose of developing and reviewing the Pannawonica Recovery Plan is to evaluate each section of the Plan against the following criteria:

- ❖ The requirements of the *Emergency Management Act 2005*
- ❖ The requirements of *State Emergency Management Policy 2.5; Emergency Management in Local Government Districts*
- ❖ Good practice as outlined in the *Local Recovery Plan Development Guide*.

## Methodology

The development and review of the Pannawonica LEMC Local Recovery Plan has been undertaken by systematically reviewing each element of the Plan against the planning criteria detailed in the *Local Recovery Plan Development Guide* and relevant sections of the *Emergency Management Act 2005* and *State Emergency Management Policy 2.5 – Emergency Management in Local Government Districts*.

## Recovery Management Principles

Recovery from emergencies is most effective when;

- ❖ Emergency management arrangements recognise that recovery from emergencies is a multifaceted, active and prolonged process;
- ❖ Agreed plans and management arrangements are well understood by the community and all emergency management agencies;
- ❖ Recovery agencies are properly incorporated into emergency management arrangements;
- ❖ Community service and reconstruction agencies have input to key decision making;
- ❖ Conducted with the active participation of the affected community;
- ❖ Recovery managers are involved from the early stages of the response;
- ❖ Recovery services are provided in a timely, fair, reasonable and flexible manner; and
- ❖ Supported by training programmes and exercises.

## Recovery Management Concepts

The following concepts provide the foundation for effective recovery management:

- ❖ **Community involvement** – The recovery process is most effective when individuals and communities actively take part in the management of their own recovery.  
Local Recovery Coordination Committees, comprising of representatives from government agencies, private and voluntary agencies, local council, cultural group leaders and any others considered appropriate by the community, are a very effective way of involving individuals in recovery planning and management.
- ❖ **Management at the local level** – Management of emergency recovery should be entrusted to the local community.  
The local community would be more effective at managing recovery in their own community as they have local knowledge and expertise. Resource support may be required from Regional or State level.
- ❖ **Affected area/Community approach**– Emergencies rarely occur within the confines of a single local government area.  
Management of the recovery process is generally undertaken on the basis of an identifiable affected area. The affected area is distinguished by the losses that have resulted and by the common interests of the people involved.
- ❖ **Differing effects/needs for different communities/individuals**– The capacity of individuals, families and communities to restore losses and re-establish normal living patterns following emergencies will vary depending upon their own capacity, the specific circumstances of the emergency and its effect upon them.  
Assistance measures must be adapted to most appropriately meet the needs of those affected. This will require sensitivity and extensive consultation with the affected people and communities.
- ❖ **Empowering individuals and communities**– It is essential that emergency affected individuals and communities participate in the management of their own recovery.  
Emphasis should be given to supporting and maintaining the identity, dignity and autonomy of those affected.  
Support services and assistance measures should be well advertised on a repetitive basis, and easily accessible, but allow people to make their own decisions. Ensure that appropriate information is provided for cultural and linguistically diverse groups.
- ❖ **Recognition of resourcefulness**– It will become clear as the recovery process advances what the capacity of individuals and communities is to participate in the management of their own recovery and the level of need for further support services.  
It is important to recognise what level of resourcefulness individuals and the community is at so as not to over or under compensate and hinder recovery.

- ❖ **Minimum intervention**– External recovery services and resources are provided as a support to an affected community, to be used only if the needs of the community are beyond the capacity of existing services and resources within the community.  
Where possible, additional resources provided should be under local management through the network of existing service providers.
- ❖ **Planned/timely withdrawal**– A critical aspect of recovery management is that of the withdrawal of external assistance. A planned withdrawal should be done with community involvement, ensuring a void will not be left.
- ❖ **Accountability, flexibility, adaptability and responsiveness**– Accountability is in reference to public administration and is very important in ensuring that the recovery process is transparent.  
Flexibility, adaptability and responsiveness in a potentially ever-changing environment during recovery are necessary to properly manage the recovery. The need for these skills is highlighted by the scrutiny of the public, media and political groups.
- ❖ **Integration of services**– Recovery efforts should commence immediately, at the same time in which the response to the emergency begins such that initially the two occur as parallel activities.  
Effective liaison arrangements and networks are necessary to ensure that resources are utilised in the best way, especially where both recovery and response agencies require the limited resources.  
Various recovery services/agencies must work together efficiently which will be achieved through the establishment of networks and management arrangements during the planning process.
- ❖ **Coordination** – Recovery management is most effective when coordinated by one agency represented by an identifiable coordinator with the responsibility for managing the full extent of recovery activities.

## **Part 1 Management**

### **1.1 Authority**

This Recovery Plan has been prepared in accordance with the requirements of the *Emergency Management Act 2005 [s.41(4)]* as part of the Pannawonica Local Emergency Management Arrangements and endorsed by the Pannawonica Local Emergency Management Committee. The plan has been approved by the Shire of Ashburton and has been tabled for comment and information by the Pilbara District Emergency Management Committee (DEMC).

### **1.2 Date**

This plan was endorsed by the Pannawonica LEMC On 02/08/2013 and approved by the Shire of Ashburton Council on 00/00/00

### **1.3 Area Covered**

The townsite of Pannawonica was established in 1972 and is located 1,429km north of Perth and 200km south of Karratha. The townsite is 44km off to the east of the North West Coastal High Way. Today Pannawonica is still predominately a closed town with a population of 700 residents.

All assets in Pannawonica are owned by Rio Tinto and there are very little facilities for the general public with almost all of the towns accommodation used for operations of the Rio Tinto Robe Valley Iron Ore Operations. The Shire of Ashburton runs a small administration office and library located centrally in town.

The Pannawonica Police sub-district is unique in that it actually covers the jurisdiction of two (2) Local Governments, the Shire of Ashburton and the neighboring Shire of Roebourne. The boundaries of the Police Sub District extend North West to the Fortescue River Bridge (Fortescue Roadhouse) while the Shire of Ashburton Boundary only extends North West 50 km from the Pannawonica townsite. The southern boundary of the Police Sub District extends down the North West Coastal Highway to the Onslow Rd turn off to where it meets the Onslow Police Sub District. The Police Sub District extends out to the west to incorporate the coastal area of Mardie Station. The Pannawonica Police Sub District also covers the Nanutarra – Munjina Rd to the boundary of Wyloo Pastoral Station. The Pannawonica Police sub-district also encompasses Millstream National Park and the Indigenous Community of Ngurawaana.

These arrangements apply to the Pannawonica Police Sub District.

### **1.4 Aim**

The aim of this plan is to detail the recovery management arrangements that may be implemented following an emergency to restore, as quickly as possible, the quality of life in an effected community.

## **1.5 Objectives**

The objectives of the Recovery Plan are to:

- ❖ Establish a basis for the coordination of recovery activities to commence at a local level
- ❖ Prescribe the concepts, responsibilities, mechanisms or procedures for statutory and non-statutory organisations involved in recovery activities for the Pannawonica district
- ❖ Identify priorities for restoration of essential services in consultation with key stakeholders
- ❖ Detail the services and resources that local government and other agencies and stakeholders will provide during the recovery process following an emergency.

## **1.6 Scope**

The Pannawonica Recovery Plan shall apply to all emergencies that may impact the Pannawonica Sub District as detailed in the Local Emergency Management Arrangements.

The Shire of Ashburton will only be able to act within its financial and resource capability and to the extent of resources that may be available from State and Federal funding sources.

Scope of this plan will take into account the following functions:

- ❖ Activation mechanisms;
- ❖ Responsibilities and tasks;
- ❖ Recovery services;
- ❖ Resourcing arrangements; and
- ❖ Management structures and processes.

And take into account the priorities for recovery assistance defined as:

- ❖ Safety of individuals
- ❖ Social recovery
- ❖ Economic recovery
- ❖ Physical recovery
- ❖ Environmental recovery

## **1.7 Title**

The title of these arrangements is the Pannawonica Recovery Arrangements Sub Plan

## 1.8 Related Documents

The Shire of Ashburton Inland Recovery Arrangements are a Sub Plan of The Shire of Ashburton Inland Local Emergency Arrangements and as such should not be read in isolation to these plans and arrangements.

Other related documents include:

- ❖ Shire of Ashburton Inland Local emergency Management arrangements
- ❖ Department of Community Development & Family Support  
“*Local Welfare Emergency Management Support Plan*”
- ❖ State Recovery Emergency Management Plan (*WESTPLAN – RECOVERY*)
- ❖ State Welfare Emergency Management Support Plan (*WESTPLAN – WELFARE*)
- ❖ State Health Emergency Management Support Plan (*WESTPLAN – HEALTH*)
- ❖

## 1.9 Agreements, Understandings and Commitments

Parties to agreement	Summary of Agreement	Special Considerations
Shire of Ashburton / Rio Tinto	Mutual support in planning responding to and recovery from incidents	RTIO Operations could also be effected and resources not readily available
Shire of Ashburton / DEC	Multi agency fire operations on DPAW managed land	
FESA / Rio Tinto	Rio Tinto's Private Volunteer Fire & Rescue Brigades are Registered Brigades with DFES under the <i>Fire Brigades Act</i>	

## 1.10 Special Considerations

- ❖ Pannawonica is still a predominately closed town where Rio Tinto own and operate all facilities. There are no hospital facilities in Pannawonica with the health services being provided by Sonic Health Plus and Rio Tinto. The surrounding mine sites of Mess J and Messa A provide the ambulance service to the community as well as responding to incidents on the North West Coastal Hi Way. This can have an effect on Rio Tinto Robe Valley operations and response times within the community and to incidents on the Hi Way.
- ❖ The Shire of Ashburton has no resources based in Pannawonica. The Shire of Ashburton has staffed trained in Recovery Management Principles however these staff are based in other locations.
- ❖ The Pannawonica PVFRS fills the role of Local Combat Agency for a number of emergencies in the Pannawonica Police Sub District. Significant departures of residents during peak holiday times, in particular the Christmas – New Year

period leads to a reduction in the number of volunteers available to respond to emergencies during this time.

- ❖ Random population increases in response to major development works and/or expansion projects
- ❖ Increase in monsoonal weather activity from November to April (increased rainfall, localised flooding)
- ❖ Indigenous communities have a unique culture that must be considered when planning for hazards, for example: English is often the second or third language spoken. As a result of indigenous Australians relationship with Land, Lore and Kin, communities are often located in regions considered high risk in terms of emergency. Isolation may increase response times in the event of an emergency and reduce the ready availability of response resources.

These factors may result in the requirement for special localised arrangements in the area of prevention, preparedness, and response and recovery activities.

### **1.11 Additional Support**

Given that Pannawonica is still a predominately closed town and the Shire of Ashburton has no resources based in Pannawonica, all additional support and resources would come from Rio Tinto contactors and or other Government and non-Government Agencies

### **1.12 Resources**

The Local Recovery Coordinator (LRC) is responsible for determining the resources required for recovery activities in consultation with the Controlling Agency and Support Organisations.

The LRC is responsible for coordinating the effective provision of resources and services to avoid a duplication of effort

In some circumstances especially given the tenure of the Pannawonica area there may be an overlap between response and recovery activities. For example: where response and recovery agencies both require the same limited resources.

These instances should normally be resolved between the Incident Controller, Local Emergency Coordinator and the Local Recovery Coordinator. However where a compromise cannot be achieved precedence is given to response requirements.

As far as possible the provision of Government resources and Services will be provided in accordance with existing statutory responsibilities, policies or plans.

### **1.13 Financial Management**

Funding for recovery is outlined in *SEMP 4.2 Funding for Emergencies*

Sound financial management is essential for maintaining the momentum of the recovery effort and promoting confidence within the public and levels of Government in the local recovery effort. The goal is to facilitate an efficient return to economic and



community normality through informed rather than ad hoc or reactionary decision making.

#### **1.14 Roles and Responsibilities**

##### **Pannawonica Local Recovery Coordinating Committee (LRCC)**

###### **Role**

To coordinate and support local management of the recovery processes within the community subsequent to a major emergency in accordance with SEMC policies and the Local Recovery Arrangements.

###### **Responsibilities**

The Pannawonica Local Recovery Coordinating Committee is responsible for;

- ❖ Appointment of key positions within the committee and when established the sub committees (e.g. Local Recovery Coordinator, Media Liaison Officer, sub group, chairperson, ect.)
- ❖ Establish sub committees as required
- ❖ Assessing requirements for recovery activities relating to the psychological, social, infrastructure, physical and mental health, environmental and economic wellbeing of the community with the assistance of the responsible agencies where appropriate
- ❖ Developing a strategic plan for the coordination of the recovery process for the event that:
  - takes into account the local governments long term planning and goals
  - includes an assessment of the recovery needs and determines which recovery functions are still required
  - develops a time table and identifies responsibilities for completing the major functions
  - considers the need of the disabled, the aged, the youth and culturally and linguistically diverse people
  - allows full community participation and access
  - allows or the monitoring of the progress of the recovery
- ❖ Facilitating the provision of services, public information, information exchange and resource acquisition
- ❖ Negotiating the most effective use of available resources including the support of State and Federal agencies
- ❖ Monitoring the progress of the recovery and receive periodic reports from agencies involved
- ❖ Ensuring a coordinated multi agency approach to community recovery
- ❖ Making appropriate recommendations based of lessons learnt to the Pannawonica LEMC to improve the community's recovery preparedness.

## **Local Recovery Coordinator (LRC)**

### **Role**

The Local Recovery Coordinator shall lead the Local Recovery Committee and activate the Local Recovery Arrangements Sub Plan to ensure timely and effective short and long term recovery strategies are implemented.

### **Responsibilities**

- ❖ To prepare, maintain and test the Local Recovery Arrangements
- ❖ Assess the community recovery requirements for each event, in liaison with the Controlling Agency, Local Emergency Coordinator (LEC) and other responsible agencies for;
  - Advice to the Shire CEO and Rio Tinto on the requirement to activate the Sub plan and convene the LRCC
  - Initial advice to the LRCC if convened
- ❖ Undertake the functions of the Executive Officer of the LRCC
- ❖ Assess for the LRCC requirements for the restoration of services and facilities with the assistance of the responsible agencies where appropriate, determining what resources will be required for the recovery process in consultation with the HMA
- ❖ Coordinate local recovery activities for a particular event, in accordance with plans, strategies and policies determined by the LRCC
- ❖ Monitor the progress of the recovery and provide periodic reports to the LRCC
- ❖ Liaise with the State Recovery Coordinating Committee (SRCC) Chair, or the State Recovery Coordinator where appointed on issues where State level support is required.
- ❖ Ensure that regular reports are made to the SRCC on the progress of the recovery
- ❖ Arrange for the conduct of a debriefing of all participating agencies and organisations as soon as possible after stand down

## **Part 2 Local Recovery Arrangements**

### **2.1 Introduction**

As required by the *Emergency Management Act 2005* and consistent with the community recovery concepts detailed on pages 9 & 10 of this sub plan, Local Government is responsible for managing recovery within its Local Government District. Therefore the Shire of Ashburton will be responsible for management of the recovery process within the Shire of Ashburton local Government district. In Pannawonica this will be done in conjunction with Rio Tinto ATM who own and operate the town of Pannawonica

Where the level of recovery is beyond the capacity of the local Community, State Level Support shall be requested as outlined in *WESTPLAN Recovery Coordination*

### **2.2 Organisation**

The Pannawonica LRCC will preferably be chaired by a nominated delegate agreed to by the SoA CEO and Rio Tinto. The LRCC must have relevant community leaders as its members, including appropriate State Government Agency representatives. Where a LRCC is established a core group of key stakeholders will be represented on the committee supported by other organisations seconded as required. The membership of the LRCC is dynamic and will change with the needs of the community at various stages during the recovery process.

Where a LRCC is established to manage the local recovery process the following structure will be implemented as appropriate to the situation

#### **Executive**

Chairperson	Nominated Delegate
Local Recovery Coordinator	Nominated Delegate
Secretary	Shire of Ashburton / Rio Tinto

#### **Core Membership**

Shire of Ashburton  
RTIO Robe Valley Operations GM  
RTIO ATM  
Controlling Agency  
WA Police  
Sonic Health Plus  
DCPFS  
DFES

#### **Co-opted Members (as required)**

Rio Tinto Utilities  
DPAW  
Insurance Rep (if available)  
Main Roads Western Australia (MRWA)  
Community Groups (cultural/social/church)

## 2.3 Organisational Responsibilities

Agencies need to be consulted locally to verify how they will undertake these agreed responsibilities as this may vary due to geographic location and available resources throughout the State. For this reason, the recovery roles and responsibilities of all agencies/groups should be detailed in the Local Recovery Arrangements, as this is what each of the parties to the Arrangements have agreed to.

ORGANISATION	RESPONSIBILITIES
SoA / RTIO Local Recovery Chairperson (Nominated Delegate)	Chair the LRCC. Ensure key staffing roles are fulfilled, administrative support to the Local Recovery Coordinator and the Recovery Committee. Ensure key operational elements in line with organisational responsibilities.
SoA / RTIO Local Recovery Coordinator (Nominated Delegate)	Ensure all key aspects of community recovery are undertaken. Act as spokesperson on behalf of the Shire of Ashburton and the effected community. To manage and coordinate Shire assets, security and crime prevention,
SoA / RTIO Media Liaison Officer	To provide a resource for the LRCC writing and distributing media statements on behalf of the LRCC. To write, produce and distribute material and advises the Executive Management Team and other Managers on media issues. Assists with the preparation of protocols for dealing with the media
SoA Community Development Officers	To provide social health and wellbeing to the communities of the Shire of Ashburton, from the spiritual to the physical. Implement and develop social programs, secure funding for such programs
SoA Coordinator of Building & Health	Implement and coordinate environmental health programs within the Shire of Ashburton. Oversee the administration of the SoA as per the Environmental Health Emergency Support Plan
Rio Tinto ATM	Maintain and coordinate construction of roads, drainage and footpaths Coordinate and carry out waste collection and disposal, hard waste collection and green waste collection and litter collection Coordinate the maintenance of parks, reserves, gardens and street trees, pavement and street sweeping in Pannawonica
Rio Tinto Utilities	Coordinate and manage reinstitution of Inland potable water supply. To maintain electricity supplies and ensure safety of public and infrastructure associated with the supply of electricity across the network. Provide response for the restoration of electricity to Pannawonica. Advise on priority of restoration of electricity.
Department of Child Protection & Family Support (DCPFS)	Coordinate all welfare arrangements, provide the Pannawonica Welfare Arrangements
Centrelink Karratha	Provide support allowance funding
Department of Health (Sonic Health Plus)	Coordinate human disease control issues and other human health issues

Telstra	As a national carrier and ISP, Telstra function is to provide infrastructure to enable state, national and international communications. To provide communication services on a local and national basis and maintain the Telstra network
Department of Education & Training	Provide comprehensive school education in Pannawonica
WA Police	To provide protection to life & property. Law enforcement / apprehension and processing of offenders. Traffic management, road safety, crime prevention and community policing. Assist with EM coordination and resources such as staff and vehicles
Main Roads WA (MRWA)	Provide safe and efficient road access on the MRWA road network.
Department of Parks & Wildlife	DPAW coordinate and assume responsibility for native flora and fauna recovery management. DPAW is responsible for fire control on DPAW Managed lands, protecting and conserving the environment and nature of WA for its intrinsic value and benefit of all generations. DPAW's function is to protect National Parks, Marine Parks, and Conservation Parks, State Forests & Timber reserves, Nature Reserves, Marine Nature Reserves and Marine Management areas. Key responsibilities include broad roles in managing, regulating & assessing maintenance aspects of the States Natural Resources

## 2.4 Contacts Register

A contact list for all agencies / groups with responsibilities under this plan is attached at Annexure 5 to this plan

## 2.5 Transition from Response

Recovery activities should commence immediately following the impact of an event, whilst response activities are still in progress. Key decisions and activities undertaken during the response may directly influence and shape the recovery process.

To ensure appropriate recovery activities are initiated as soon as possible after the impact of the event, the Incident Controller / Manager is to ensure that the Local Recovery Coordinator is notified of the event and is included as a member of the Incident Support Group (ISG).

During response activities, many of the agencies with recovery roles are heavily committed, therefore the inclusion of the Local Recovery Coordinator on the ISG will ensure:

- ❖ the alignment of response and recovery priorities;
- ❖ liaison with key agencies;
- ❖ an awareness of the key impacts and tasks; and
- ❖ Identification of the recovery requirements and priorities as early as possible.

The LRCC should be established as soon as possible for a briefing of the emergency, even during the response phase to ensure a smooth transition from response to recovery.

## **2.6 Local Response / Recovery Interface**

In some circumstances there may be an overlap between response and recovery activities. For example: where response and recovery agencies both require the same limited resources.

These instances should normally be resolved between the Incident Controller, Local Emergency Coordinator and the Local Recovery Coordinator. However where a compromise cannot be achieved precedence is given to response requirements.

There will be no clear division from response to recovery. The response element can be considered to continue at least until the following conditions are met

- ❖ All rescues have been accomplished
- ❖ All injured have been attended to
- ❖ The homeless have been provided with shelter
- ❖ Essential public services have been restored to an adequate level
- ❖ Temporary repairs have been made to designated buildings
- ❖ Physical and electronic communications have largely been restored

The Controlling Agency is responsible for determining when the response operations are completed and to formally hand over operations to the Local Recovery Committee

## **2.7 Activation**

The decision to activate this plan will be made by the Local Recovery Chairperson on the advice of the Local Recovery Coordinator as a result of an assessment of the assistance needed for recovery made by either:

- ❖ The Incident Support group
- ❖ Through consultation between the Controlling Agency, IC, and the Local emergency Coordinator
- ❖ The Local Government

*An operational Check list, such as that provided at Annexure ..., may be appropriate to ensure that all actions required are undertaken when this Recovery Plan is activated.*

## **2.8 Impact Assessment and Operational Recovery Planning**

Specify any impact assessment arrangements. It is essential that an assessment of the recovery and restoration requirements be conducted as soon as possible after the impact of the event.

Impact assessment should not interfere with response operations. Access to the affected area may be restricted by the Controlling Agency until it is determined safe to enter.

The following sources may assist in the collection of impact assessment data:

- Controlling Agency

- Welfare agencies - to identify persons in need of immediate assistance;
- Local government building inspectors and engineers;
- Insurance assessors; and
- Business associations - for example the local chamber of commerce.

Depending on the extent of the recovery effort required, the LRCC may develop a specific recovery plan setting out the recovery process to be implemented.

*An outline of an Operational Recovery Plan is provided in Annexure..*

## **2.9 Welfare and Health Services**

Welfare and Health services are directed at meeting the immediate food, shelter and security requirements of those affected by an incident.

Recovery activities are directed at providing the information, resources, personal support and community infrastructure necessary for individuals and communities to achieve self-sufficiency and sustain independent functioning. In some instances these activities may continue for months or years.

The following related documents provide detailed information

- ❖ Local Welfare Support Plan
- ❖ Local Health Support Plan
- ❖ Local Evacuation Plan

## **2.10 Public Information**

Timely, efficient and effective dissemination of information to the affected community and the community at large in respect to recovery measures and contact points is essential.

The method of dissemination of information on recovery measures during the recovery phase will depend upon whether or not the Recovery Plan has been fully activated.

The Local Recovery Coordinator will appoint a Media Liaison Officer following an emergency where the Recovery Plan has been fully activated to coordinate the dissemination of information on Recovery activities.

Following an emergency where the Recovery Plan has been activated, the Media Liaison Officer appointed to the Local Recovery Committee will coordinate the dissemination of information in respect to the Recovery Operations.

Agencies or organisations involved in the recovery process are encouraged to disseminate information on their services to the public in the usual manner, however, it is expected that Media Releases will be provided to the Local Recovery Coordinator for comment prior to dissemination.

### **Public Information Continuity**

The public information should continue after the emergency response is over, lives are no longer at risk, and the state of emergency is over, the focus might change but the purpose of maintaining the flow of information remains.

## **Managing Media Interest**

Media management will be coordinated by experienced media personnel, working directly with the LRCC ensuring delivery of honest, timely and regular press releases. Using a pre-appointed spokesperson and coordinating the communication of key messages, using joint information centres will assist with media management.

Electronic media such as websites (hosted by Local Government and participating agencies) and internet news sites should be utilised during recovery. Providing answers to frequently asked on an advertised website (SoA website would be made available for this) is an excellent public information tool.

### **2.11 Recovery Coordination Centre**

Depending on location and size of event, the LRCC will designate a venue as soon as possible and publicise the location after it is established.

### **2.12 Information Centre (One Stop Shop)**

A Information Centre / One Stop Shop will be established when required, to provide information and advice to the effected community on the progress of special arrangements, services and the recovery operations.

The Centre would also include representatives from all of the agencies and service providers relevant to the event ie; Government agencies, Health & Welfare services and small business ect.

### **2.13 Infrastructure**

The restoration / reconstruction of essential services eg; roads, water, sewage, electricity, transport and waste disposal, will remain the responsibility of the agency with the existing responsibility for the provision of those services.

The LRCC is responsible for recommending priorities and ensuing work is completed

### **2.14 State Level Assistance**

State level assistance to community recovery will normally be provided by a range of State Government agencies through direct representation on the LRCC.

State level assistance will be provided in accordance with existing departmental or agency policies and work within the National Disaster Relief Arrangements.

State level assistance in recovery is outlined in *WETSPLAN Recovery Coordination*. This details the arrangements that apply where an event is assessed as being of sufficient magnitude to require State involvement in the recovery process.

State level assistance aims to restore to the community the capacity for self-help. Assistance at the State level will involve continuous demands for information on problems encountered and the progress of the recovery.

Assistance at State Level may be in the form of:

- ❖ Provision of advice (DFES, DCP)



- ❖ HMA to provide ongoing advice and assistance to link back into future planning of prevention and preparedness
- ❖ Provision of assistance, where;
  - There is a Statutory requirement for actions or need to invoke a statute to achieve the desired outcomes from the recovery process
  - State level assistance is essential to or will make a significant contribution to the coordination of the recovery process
  - There are economies of scale

Most State level involvement and assistance during recovery of an emergency is delivered through a variety of Government agency functions.

## **2.15 Stand Down**

The Local Recovery Coordinator (LRC) will stand down participants of the LRCC when they are no longer required.

The recovery phase must have an end, organisational arrangements must be wound down and responsibility for completion of outstanding tasks and actions assigned and acknowledged. The recovery phase involves restoring the community to the point where normal social and economic activity may resume.

## **2.16 Debriefing / Post Operations Report**

The LRC will arrange for the debriefing of all participants and organisations as soon as possible after the stand down. A report will be tabled with the Pannawonica LEMC for a review and update of the Local Recovery Arrangements. A copy of the report will be forwarded to the HMA, the Chairman of the SEMC Recovery Services Sub Committee and to the DEMC

## **2.17 Reporting**

The purpose of reporting is to maintain accountability and transparency, to keep the community informed, gain support and assistance and record an account of recovery efforts, including lessons learnt.

Regular and thorough reporting of an emergency event and of the recovery phases will provide the LRCC with justification for actions taken and money spent to:

- ❖ The Community affected by the emergency
- ❖ Ratepayers
- ❖ Taxpayers
- ❖ The public (through media)
- ❖ Federal / State Government if there are request for physical assistance (Australian Defence Force) or financial assistance, request for donations to Relief Fund or requests for recovery funding assistance

Reporting systems must be flexible, simple, and concise and have necessary administrative assistance when required. As one type of reporting will not fit all situations, reporting systems should be event specific. A reporting system needs to cover the emergency event from the beginning to the final stages of recovery.

## **ANNEXURE 1: EXAMPLE OF OPERATIONAL RECOVERY PLAN**

### **Shire of Ashburton Inland Local Recovery Coordinating Committee Operational Recovery Plan**

#### **Emergency:**

.....

#### **Date of Emergency:**

.....

#### **Section 1: Introduction**

- ❖ Background on the nature of the emergency or incident
- ❖ Aim or purpose of the plan
- ❖ Authority for plan

#### **Section 2: Assessment of Recovery Requirements**

- ❖ Details of loss and damage to residential, commercial and industrial buildings, transport, essential services (including State and Local Government infrastructure)
- ❖ Estimates of costs of damage
- ❖ Temporary accommodation requirements (includes details of evacuation centres)
- ❖ Additional personnel requirements (general and specialist)
- ❖ Human services (personal and psychological support) requirements
- ❖ Other health issues

#### **Section 3: Organisational Aspects**

- ❖ Details the composition, structure and reporting lines of the groups/committees and subcommittees set up to manage the recovery process.
- ❖ Details the inter-agency relationships and responsibilities
- ❖ Details the roles, key tasks and responsibilities of the various groups/committees and those appointed to various positions including the Recovery Coordinator.

#### **Section 4: Operational Aspects**

- ❖ Details resources available and required
- ❖ Redevelopment Plans (includes mitigation proposals)
- ❖ Reconstruction restoration programme and priorities, (including estimated timeframes)
- ❖ Includes programs and strategies of government agencies to restore essential services and policies for mitigation against future emergencies
- ❖ Includes the local government program for community services restoration
- ❖ Financial arrangements, assistance programs (NDRA), insurance, public appeals and donations)
- ❖ Public information dissemination.

## **Section 5: Administrative Arrangements**

- ❖ Administration of recovery funding and other general financial issues
- ❖ Public appeals policy and administration including policies and strategies for office, living accommodation, furniture and equipment details for additional temporary personnel.

## **Section 6: Conclusion**

Summarises goals, priorities and timetable of plan.

Signed by

.....  
Chairperson, Local Recovery Coordinating Committee

Date:  
.....

## ANNEXURE 2: OPERATIONAL SEQUENCE GUIDE / CHECKLIST

Situation	Organisation / Action
<p><b>ALERT</b></p> <p>On receipt of advice of an emergency which has the potential to require Local coordination of recovery activities</p>	<p><b>Controlling Agency</b></p> <p>Ensure that the Local Emergency Coordinator (LEC), SoA and RTIO are advised of the extent of potential recovery support requirements.</p> <p>Include Local Recovery Coordinator / SoA &amp; RTIO in briefings / Incident Support Group.</p> <p><b>LOCAL GOVERNMENT</b></p> <p>Establish liaison with Local Recovery Coordinator / Committee (LRC) chairperson and appropriate core members to consider possible requirement for Local level coordination of recovery support.</p> <p>Advise and liaise with LRCC members.</p>
<p><b>ACTIVATION</b></p> <p>Requirement for Local level coordination of recovery identified/requested</p>	<p><b>LOCAL GOVERNMENT</b></p> <p>When requested by or on the advice of the HMA or the Incident Support Group, convene the LRCC and, where required, establish a Reconstruction / Restoration Group and / or Community / Support Services Group or other sub-committees.</p> <p><b>LRC</b></p> <p>Arrange for conduct of on-site assessment, if appropriate.</p> <p>Maintain links with affected organisations for the identification and coordination of the provision of recovery support.</p>
<p><b>STAND DOWN</b></p> <p>On completion of Local coordinated recovery activities.</p>	<p><b>LOCAL GOVERNMENT / LRC</b></p> <p>Ensure handover of responsibility for ongoing recovery activities to a managing agency.</p> <p>Advise LEC and LRCC members of stand-down</p> <p>Conduct debrief / post operations review and prepare report to the LEMC, with copies to the DEMC, the HMA and the Chair SEMC Recovery Services Group</p> <p>Manage the implementation of post operations report recommendations and revision of Local Recovery Emergency Management Plan as required.</p>

### ANNEXURE 3: LOCAL RECOVERY COORDINATOR - ACTIONS CHECKLIST

Task Description	OK
Liaise with relevant response agencies regarding location, size, type and potential impact of event.	
Contact and alert key staff.	
Determine likely human effects.	
Establish if event proclaimed and eligible natural disaster under the WANDRA.	
Contact other relevant response and recovery agencies.	
Activate and brief relevant agency staff.	
Activate appropriate inter-agency liaison mechanisms.	
Locate liaison officer at emergency operations centre (if appropriate).	
Determine immediate short-term needs (e.g. accommodation, financial assistance and personal support).	
Manage offers of assistance, including volunteers, material aid and donated money.	
Assess impact of the event through information/data from local government, geographic data and relevant response agencies.	
Meet with specific agencies involved with recovery operations to determine strategies.	
Report to organisational hierarchy on likely costs/impact of involvement in recovery activities.	
Organise briefing and debriefing processes for staff.	
Activate outreach program to meet immediate needs and determine ongoing needs. Issues to be considered should include the need for specialist counselling, material aid, accommodation, financial assistance and social, recreational and domestic facilities.	
Establish a 'one-stop shop' recovery centre to provide the affected community with access to all recovery services.	
Manage restoration of essential infrastructure/utilities.	
Manage the public appeal/private donations process.	
Brief media on the recovery program.	
Assess reports gathered through an outreach program to assess community needs.	
Identify special needs groups or individuals.	
Meet with other recovery agencies to consider full assessment of the impact of the event. Determine the best means of involving the affected community and determine action required from specific agencies.	
Activate community (specific) recovery committees, ensuring active participation of members of the affected community.	
Develop a community information process, including consideration of public meetings and newsletters.	
Monitor staffing arrangements.	
Review resources and services on an ongoing basis.	
Determine longer-term recovery measures.	
Provide newsletters to the affected community and information to the media as required.	
Continue to monitor agency activities and reduce/withdraw services when appropriate.	
Debrief recovery agencies.	
Recognise agency/staff input.	

## ANNEXURE 4: LOCAL RECOVERY COORDINATING COMMITTEE - ACTIONS CHECKLIST

<b>Transition From Response:</b>	<b>OK</b>
IC shall include the LRC in critical response briefings.	
LRCC shall ensure the IC is aware of recovery requirements and tasks prior to the termination of the state of emergency.	
LRCC shall ensure that agencies with response and recovery obligations are aware of their continuing role.	
LRCC to confirm whether the event has been proclaimed an eligible natural disaster under the WA Natural Disaster Relief Arrangements and if so what assistance measures are available.	
LRC shall initiate key recovery arrangements and ensure formalisation of handover takes place.	
<b>Management Structure (the LRCC Shall):</b>	
Ensure of the appointment of an LRC has occurred.	
Activate a recovery coordination centre if required.	
Facilitate representative sub-committees to coordinate and action recovery tasks and disseminate decisions, as required.	
Ensure and facilitate the completion of the impact assessment.	
Assume public information responsibilities from response agency and provide information to the impacted area and to public and media.	
Facilitate and advise on State/Federal disaster relief funding, facilitate and advise on private aid and funding.	
Prepare oral and written financial and non-financial reports and briefs.	
<b>Promote Community Involvement (the LRCC shall):</b>	
Work within existing community organizations.	
Recruit representatives of the affected community into recovery planning.	
Establish strategies for uniting the community behind agreed objectives.	
Provide "one-stop shops" for advice, information and assistance during the recovery period.	
Establish mechanisms for sharing information and reporting local initiatives (e.g. regular community meetings and local newsletters).	
<b>Impact Assessment - managerial issues (the LRCC shall):</b>	
Use intelligence/planning information from the response operation, and set up a recovery liaison person in the EOC/ECC.	
Confirm the total area of impact for determination of survey focus.	
Set out the immediate information needs: infrastructure problems & status, damage impact and pattern, and welfare issues.	
Link with parallel data-gathering work.	
Identify and close information gaps (establish the "big picture").	
Assess the financial and insurance requirements of affected parties.	
Gather evidence to support requests for government assistance.	
Ensure all relevant information is strictly confidential to avoid use for commercial gain.	
DRAFT Local Recovery Plan Development Guide 41.	
<b>Inspections and Needs Assessments - technical focus (the LRCC shall):</b>	
Establish and define the purpose of inspection/assessment and expected outcomes.	
Consistently apply agreed criteria (requiring a common understanding by the people undertaking the survey process).	
Collect and analyse data.	

**\*ANNEXURE 5: CONTACTS**

LEMC Membership List  
Support Groups  
Agency / Stakeholders Contacts  
Contractors Contacts

***\* Annexure 5 has deliberately not been displayed / printed due to the requirements of regular updates.***

***A copy of the Contacts & Resource list can be made available upon request to the Shire of Ashburton; however they may exclude certain personal information***

# PANNAWONICA LEMC



## EVACUATION PLAN



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## DISTRIBUTION LIST

TITLE	ORGANISATION	COPIES
Records	Shire of Ashburton	1
Chairperson	SoA Inland LEMC	1
Local Emergency Coordinator	OIC Pannawonica Police	1
Executive Officer DEMC	Pilbara DEMC	1
Public Copies	Shire of Ashburton Offices	3
Public Copies	Shire of Ashburton Libraries	4
Captain	Pannawonica Private Volunteer Fire & Rescue Service	1
Captain	Tom Price Volunteer Bush Fire Brigade	1
Emergency Management Advisor	Rio Tinto Iron Ore Robe Valley Operations	2
Superintendent Utilities	Rio Tinto Inland Networks	1
Superintendent Accommodation & Town Management	Rio Tinto ATM	1
District Emergency Services Officer	Department of Child Protection & Family Support	1
Team Leader/ Emergency Management Officer	Department of Child Protection & Family Support	1
Senior Ranger Millstream National Park	Department of Parks & Wildlife	1
Director of Nursing	Kinetic Health	1
Manager of Main Roads WA	MRWA Gascoyne	1
Manager of Main Roads WA	MRWA Pilbara	1
DFES Country Operations	Department of Fire & Emergency Services Karratha	2

## AMENDMENTS

Suggested amendments or additions to these Arrangements should be forwarded in writing to:

Chairperson

Pannawonica Local Emergency Management Committee

PO Box 567

Tom Price WA 6751

The Chairperson will refer amendments or additions to the Local Emergency Management Committee for consideration and/or approval. Amendments promulgated are to be certified in the following table when entered.

AMENDMENT		DETAILS OF AMENDMENT	AMENDED BY INITIALS
NO.	DATE		
Draft	March 2013	Initial Draft	M Jones
VI	August 2013	Endorsed by Pannawonica LEMC	
	November 2013	Tabled with DEMC for Comment	M. Jones
	April 2014	Departmental Name Changes & Acronyms	M. Jones
	May 2014	Sent to SEMC for Comment	

## ENDORSEMENT

These arrangements have been prepared and endorsed by the Pannawonica Local Emergency Management Committee (LEMC).

They have been tabled for information and comment with the Pilbara District Emergency Management Committee (DEMC) and the Shire of Ashburton Council.

Endorsed by

---

Morgwn Jones  
Chairperson  
Pannawonica LEMC

Date:

## DEFINITIONS

Terminology used in this policy shall have the same meaning as prescribed in section 3 of the *Emergency Management Act 2005* (the Act).

1. **Alternative to Evacuation:** Occasions when it may be safer for people to stay and shelter in place. Depending on hazard, measures such as closing window, isolation of air conditioning systems and listening to the radio and/or TV to receive information can be taken to reduce vulnerability.
2. **CALD:** Culturally and Linguistically Diverse.
3. **Control of Movement:** Restrictions placed on movement of animals, people and vehicles.
4. **DCPFS:** Department for Child Protection & Family Support
5. **Emergency:** An unplanned event that threatens the lives of people, property and the environment.
6. **Evacuation:** The orderly movement of people from a threatened area to a place of safety.
7. **DFES** – Department of Fire and Emergency Services
8. **SOA** – Shire of Ashburton
9. **CONTROLLING AGENCY:** The agency, service, organisation or authority with legislative responsibility for control of the incident.
10. **Incident Controller (IC):** The person designated by the relevant *Controlling Agency*, responsible for the overall management and *control* of an *incident* and the tasking of agencies in accordance with the needs of the situation.
11. **Local Emergency Management Committee (LEMC):** The local government is to establish one or more LEMCs for the local government district, based on local government boundaries. The committee is chaired by a nominee of the local government, and the Local Emergency Coordinator, whose jurisdiction covers the local government area concerned, is a member. The LEMC is established by the local government to ensure that local emergency management arrangements are written and placed into effect for its district [s. 38 of the Act].
12. **Local Emergency Management Arrangements:** Written by the local government, local emergency management arrangements are documented emergency management plans for the local government district. Consistent with State Emergency Management Policies and plans, arrangements are to include information as stipulated in section 41(2) of the Act, accommodating the comprehensive approach to emergency management (Prevention/Mitigation, Preparedness, Response and Recovery) that contribute to the reduction or elimination of hazards and to reducing the susceptibility or increase in the resilience to hazards of the community or the environment in the local government district.
13. **Shelter in Place:** People stay where they are at the time of the emergency. The Hazard Management Agency may determine that, with appropriate measures, people sheltering where they are is a safer alternative to evacuation.
14. **SES:** State Emergency Service..
15. **PVFRS:** Private Volunteer Fire and Rescue Service.
16. **BFB:** Bush Fire Brigade
17. **Welfare Centres:** Established as emergency facilities from which shelter, food, clothing, financial assistance, registration, personal support and all other welfare services can be provided until alternative arrangements can be made. It may be and evacuation centre, accommodation centre or relief/recovery centre.

## INTRODUCTION

A range of hazards regularly poses a risk to communities throughout Western Australia. Evacuation of people from an area affected by a hazard is one of the strategies that may be employed by emergency managers to mitigate the potential loss of, or harm to, life.

Experience has shown that the evacuation of residents is not always the optimum solution to managing the risk. Alternatives to evacuation such as to stay and shelter in place and control or restriction of movement should also be considered where appropriate.

These instructions are recommended for use by emergency services and support personnel of the Pannawonica sub-district and have been specifically designed to establish procedural guidelines for dealing with any emergency.

Should an emergency occur, it is imperative that the situation is dealt with swiftly and effectively to ensure injuries, loss of life, and damage, is kept to an absolute minimum.

Life safety must be considered a priority, and for that reason, the evacuations must be planned and organised to ensure that all personnel are moved in an orderly fashion from any danger, or potentially dangerous situation, to a place of safety.

As a result of an emergency, evacuation of affected people may need to be considered. This may involve a complex operation that has the potential to place evacuees at risk during the evacuation. It also has the propensity to de-stabilise a community and involve extensive welfare arrangements. Through careful planning, and a thorough knowledge of these arrangements, risks associated with the evacuation process can be minimized.

The Evacuation Plan is integral for the ongoing care and reception of evacuees and is to be read in conjunction with:

- The Welfare Plan, and
- Any other relevant agency plans.

The Department for Child Protection & Family Support has developed the Welfare Plan in conjunction with the Pannawonica LEMC, using local and regional facilities and organisations.

## 1.0 AUTHORITY

### 1.1 Authority to Plan

This plan has been prepared as a sub plan for the Pannawonica Emergency Management Arrangements in accordance with, and under the authority of Section 41 (1) of the *Emergency Management Act, 2005* (the Act) and State Emergency Management Policy (*SEMP*) No 4.7.

### 1.2 Area Covered

The townsite of Pannawonica was established in 1972 and is located 1,429km north of Perth and 200km south of Karratha. The townsite is 44km off to the east of the North West Coastal Highway. Today Pannawonica is still predominately a closed town with a population of 700 residents.

All assets in Pannawonica are owned by Rio Tinto and there are very little facilities for the general public with almost all of the towns accommodation used for operations of the Rio Tinto Robe Valley Iron Ore Operations. The Shire of Ashburton runs a small administration office and library located centrally in town.

The Pannawonica Police sub-district is unique in that it actually covers the jurisdiction of two (2) Local Governments, the Shire of Ashburton and the neighboring Shire of Roebourne. The boundaries of the Police Sub District extend North West to the Fortescue River Bridge (Fortescue Roadhouse) while the Shire of Ashburton Boundary only extends North West 50 km from the Pannawonica townsite. The southern boundary of the Police Sub District extends down the North West Coastal Highway to the Onslow Rd turn off Creek where it meets the Onslow Police Sub District. The Police Sub District extends out to the west to incorporate the coastal area of Mardie Station. The Pannawonica Police Sub District also covers the Nanutarra – Munjina Rd to the boundary of Wyloo Pastoral Station. The Pannawonica Police sub-district also encompasses Millstream National Park and the Indigenous Community of Ngurawaana.

See Police Sub District Map

## 2.0 AIMS AND OBJECTIVES OF THE SUB PLAN

### 2.1 Aim

The aim of this sub plan is to detail the arrangements and responsibilities for the co-ordination of statutory and volunteer services to deal with the evacuation of **'at risk'** persons in the event of a hazard threatening or impacting the Pannawonica Sub District.

### 2.2 Objectives

- ❖ Define responsibilities for the conduct and control of the evacuation.
- ❖ Prescribe priorities for evacuation.
- ❖ Provide a timely and effective public warning system of the need to evacuate.
- ❖ Prescribe evacuation routes.
- ❖ Provide and maintain adequate welfare services for the provision of:
  - ❖ General welfare
  - ❖ Reception centres
  - ❖ Short term accommodation
  - ❖ Personal services including counselling
  - ❖ Public information
- ❖ Secure the evacuation area.
- ❖ Provide a safe and controlled return of evacuees to their places of residence.
- ❖ Provide assistance in the after incident cleanup.



## 2.3 Scope

This sub-plan is to be read in conjunction with other Emergency Sub-plans and the Pannawonica Local Emergency Management Arrangements. It has application where there is a threat in the Pannawonica sub - district, which would cause evacuation procedures to be implemented.

## 3.0 EVACUATIONS

As far as is practicable, community members should be involved in the decision to stay or evacuate when threatened by an emergency. The decision to evacuate will be made by the Hazard Management Agency or an authorised officer when the members of the community at risk do not have the capability to make an informed decision or when it is evident that loss of life or injury is imminent.

## 4.0 ORGANISATIONS RESPONSIBLE FOR THE IMPLEMENTATION OF THE SUB-PLAN

### 4.1 Evacuation Planning Committee:

CHAIRPERSON:  
Pannawonica LEMC

#### MEMBERS as required but not limited to:

Officer in Charge of Police, Pannawonica Police Station  
Emergency Coordinator, DCPFS  
DFES  
RTIO Robe Valley Operations GM  
Private Fire and Rescue Service Officer, Pannawonica  
Tom Price Bush Fire Brigade Officer, Tom Price  
Robe Valley Operations Emergency Management Representative,  
Environmental Health Services, Shire of Ashburton  
Director of Nursing or Delegate, Kinetic Health  
Rio Tinto ATM

### 4.2 Management Structure

THREAT	RESPONSIBLE AGENCY	COMBAT/SUPPORT AGENCIES
Voluntary Evacuation	Controlling Agency	DFES, RTIO EM, PVFRS, , WA Police, SoA, DCPFS,
Directed Evacuation	Controlling Agency	DFES, RTIO EM, PVFRS, WA Police, SoA, DCPFS

## ALL EVACUATIONS

CONTROLLING AGENCY	ORGANISATION	ROLES AND RESPONSIBILITIES
	Rio Tinto Robe Valley Operations	Restoration of facilities. Manpower as required. Provision of welfare centres. Assist with evacuation / rescue. Assist with traffic control. Emergency communications. Manpower as required.
	Department for Child Protection & Family Support	Welfare. Duty at welfare centres. Recording of information on welfare forms of evacuees. Registration of Evacuees.
	Private Fire & Rescue Services (DFES)	Containment of fire / threat of fire. Hazardous chemical management. Equipment and personnel. Rescue. Manpower as required.
	Rio Tinto Robe Valley Emergency Management	On site care and transport of casualties to hospital. Transport of infirm aged persons to their evacuation area.
	WA Police	Control of public order and safety. Victim identification. Security of damaged/evacuated premises.
	Sonic Health Plus	Initial casualty treatment. Medical support as required. Medical and Administration support to Hospital. Community Nursing and Allied Health (Occupational Therapy, Physiotherapy, Social Workers).
	Rio Tinto Utilities (Power)	Restoration of power supply. Attention to fallen power lines. Attention to hazardous power situations.
	Telstra	Restoration of communication services.
	Rio Tinto Utilities (Water)	Restoration of water and sewage supply. Attention to broken water pipes. Attention to hazardous water situations.
	Shire of Ashburton	

## 5.0 AREAS OF OPERATIONS

### 5.1 Conduct

Decisions relating to evacuation during an emergency rest with the Incident Controller appointed by the Controlling Agency. The Incident Controller should be fully cognisant of:

- a. Local Emergency Management Arrangements relevant to the area;
- b. the hazard; and
- c. any legislative provisions.

Alternatives such as shelter in place should be considered, for example, when there has been significant disruption to transport or when there is a risk of being exposed to hazardous materials.

The Controlling Agency must liaise with the appropriate Health, Welfare and relevant support organisations, including the DCPFS, during the evacuation process to ensure that appropriate arrangements for the registration and support of the evacuees are in place.

### 5.2 Communications

It is the responsibility of the Controlling Agency to warn the community and to provide timely advice on the likely threat of an emergency.

Where time permits the Controlling Agency will consult closely with the affected community in relation to the need to evacuate.

Identification and establishment of communication strategies for the dissemination of warnings is to be undertaken in the planning process and documented in relevant Local Emergency Management Arrangements.

Where considered necessary, the Controlling Agency may utilise the "Standard Emergency Warning Signal" [SEWS].

### 5.3 Activation of Emergency Evacuation

The *Emergency Management Act 2005*, Part 4, Division 1, Section 50 (2) (b) dealing with Emergency Situations Declaration states:

*"that there is a need to exercise powers under Part 6 (Emergency Powers) to prevent or minimise - loss of life, prejudice to the safety, or harm to the health, of persons or animals; destruction of, or damage to, property; or destruction of, or damage to, any part of the environment"*.

The Controlling Agency may make an Emergency Situation declaration on deeming it necessary and appropriate for the safety of persons about to be adversely affected in the emergency area will order evacuation.

### 5.4 Decision to Evacuation

The Incident Controller must consider the risks associated with the conduct of any evacuation and be aware that, under some circumstances, sheltering in location may provide greater levels of safety for the population.

#### Considerations towards the progression to evacuate

- a. Assess the situation. Has it the potential to escalate?
- b. Is life at risk or the potential for life to be at risk?
- c. Potential to remain is uncontrollable.

The types of evacuation, and the methods by which it is affected, is dependant on a range of factors; including the nature of the hazard, community needs and expectations, and the available resources and infrastructure.

A community, or any part of that community, may elect to self-evacuate acting on information or advice received through the media or other sources including relevant warning authorities e.g. Bureau of Meteorology (BOM) Flood Warning Centre or on advice from the Incident Controller of the Controlling Agency or Local Area Coordinator.

The Controlling Agency may advise residents to self-evacuate as a result of information received or as a result of consultation with informed specialists from relevant advisory authorities. This type of evacuation is not reliant upon Emergency Situation Declaration *section 50 of the Emergency Management Act* but is provided as a general precautionary public warning to provide a threatened community with sufficient time to evacuate safely and thus negating the need for a compulsory evacuation at a later time, when the movement of people may be more hazardous.

#### **When the decision to evacuate is made by the Controlling Agency**

- a. Police, DCPFS, Pannawonica PVFRS and DFES are to be notified.
- b. Determine the Emergency Welfare Centre based on the most suitable site in relation to the emergency.
- c. Information is to be made available on the decision to evacuate to
  - ❖ ABC radio Karratha **(08 9183 5011)**,
  - ❖ GWN Television Karratha network **(08 9144 1828)**

#### **5.6 Isolated Incident**

Only those 'at risk' in the defined area of the isolated incident need to be evacuated. In most cases, Police or DFES are responsible for the coordination in conjunction with the Controlling Agency.

Area designated by Controlling Agency in relation to location of incident.  
(Transport Accident, Chemical/Gas Spill, Fire etc)

#### **5.7 Evacuations**

##### **Voluntary Evacuation**

As far as is practicable, community members should be informed by the Controlling Agency of timely and relevant information that will assist them in recognising a threat and being able to make an informed decision as to whether to relocate to another location when threatened by an emergency.

With all events, Voluntary Evacuation will be co-ordinated by the Controlling Agency.

##### **Directed Evacuation**

The decision to evacuate will be made by the Controlling Agency or an authorised officer when members of the community at risk do not have the capability to make an informed decision or when it is evident that loss of life or injury is imminent.

The Controlling Agency will advise community members of the most suitable location to evacuate to based on the prevailing situation (e.g. welfare centre. refuge site, safer place).

### **Refusal to Evacuate**

The Controlling Agency is to provide clear direction to persons conducting the evacuation with respect to what action should be taken where a person refuses to evacuate.

The Controlling Agency is to ensure, as far as practical, that those who refuse to evacuate understand the risks of staying and are capable of making an informed decision. Where possible procedures should be developed to track remaining residents welfare.

### **5.7 Warnings**

It is the responsibility of the Controlling Agency to provide community warnings and timely advice on the likely threat of an emergency and the required actions of the community. This should be undertaken in accordance with the Common Alerting Protocol as in *SEMP 4.6 Emergency Public Information*.

#### **Annexure 1**

Identification and establishment of communication strategies for the dissemination of warnings is to be undertaken in the planning process and should be documented in relevant Local Emergency Management Arrangements.

Where considered necessary the Controlling Agency may utilise the “Standard Emergency Warning Signal” (SEWS)

Warnings must be issued through a range of communication channels and including, but not limited to media, online and information lines (where available).

Typically, there is a three phase approach to warnings.

An **Advice** whereby a community is advised a known hazard may impact on them soon.

A **Watch and Act** whereby a community is advised a known hazard is probably going to impact on them in the immediate future.

An **Emergency Warning** whereby a community is advised a known hazard will impact upon them now. This may be accompanied by SEWS.

Communities will subsequently be advised that the threat to lives and properties has passed, but to remain vigilant. Warnings are issued to help protect lives by keeping the community informed about new and emerging threats to lives and property.

### **5.8 Activation of the Sub-Plan**

This authority is vested with the Controlling Agency in consultation with the Local Emergency coordinator, Rio Tinto and the DCPFS

### **5.9 Activation Procedures**

Welfare Centres will only be opened once consultation between the Controlling Agency, LEC, Rio Tinto and DCPFS has taken place. It is unlikely all of the centres listed will be required to be opened for a particular evacuation. Therefore people wishing to use these facilities must listen to the ABC radio station to obtain advice on the welfare centres to be opened.

ABC 702 AM radio station in Karratha will issue advices within the Pannawonica sub - district.

## 5.10 Evacuation Routes

The safest routes to the welfare centres must be selected and broadcasted with the evacuation warning. The routes to be used for the areas of the Pannawonica Police sub-district will be restricted to the main arterial roads. Evacuation of outlying areas will be dependent on the flood levels affecting the Millstream / Pannawonica Rd, the Pannawonica Rd and the North West Coastal Highway. If these roads are impassable, then evacuations of the outlying areas will not occur. Ngurrawaana can become isolated and the Harding Dam Pipe Line Road inaccessible.

It is emphasised that welfare centres are only for the use of people that are at risk of an event where they reside. Welfare centres have been built to the legislative requirements of the day at the time of construction, therefore, if a cyclone threat does occur (and there is no threat of inundation) people are advised to stay in their homes or move to a friend's home if they feel their building is structurally inadequate.

Cyclones are far reaching and have caused considerable damage and flooding in inland parts of the Shire of Ashburton. Therefore, if people evacuate they must be aware that the risk of very strong winds and river/stream flooding can still occur. Early self-evacuation is most important.

People moving to a welfare centre must ensure they take food/water packs, sufficient enough to last them at least seventy two (72) hours, light bedding and any essential medications. Food will be provided in the welfare centres as soon as it is safe for the catering people to move from their own homes. Remember power and water supplies may not be available. (In most cases, auxiliary generators will be on stand-by). Pets are not allowed at welfare centres

## 5.12 Community Welfare Centres

The decision to use any or all of the welfare centres will be made by the Controlling Agency in consultation with his/her Committee, Rio Tinto, DCPFS and the Emergency District Co-ordinator. When the decision to open a welfare centre has been made, the co-ordination of staffing of each of these Centres will be the responsibility of Rio Tinto and the Department for Child Protection.

**REMEMBER THAT ONCE A PERSON ENTERS A WELFARE CENTRE, FULL RESPONSIBILITY FOR THAT PERSON'S WELFARE IS SOLELY THAT OF THE AGENCY, IN THIS CASE, DEPARTMENT FOR CHILD PROTECTION AND ANY ASSISTING AGENCIES.**

Should the anticipated event be likely to cause widespread evacuation and or severe damage and it is apparent that resources available at the local level will be insufficient to handle the emergency; the Controlling Agency will apply for assistance from the District Emergency Co-ordinator.

## 5.13 Public Information

Agencies should only provide Emergency Public Information on areas for which they have direct responsibility. *WESTPLAN Public Information* provides that the Controlling Agency is responsible 'for the provision and management of public information during emergencies'.

Once this Sub-Plan has been implemented, *ALL INFORMATION* to the public will be through the Local Co-ordination Centre and bear authorisation by the Controlling Agency

### **5.14 Funding**

*SEMP 4.2 Funding for Emergencies* states that the emergency management agency with operational control of any resource shall be responsible for payment of related expenses associated with its operations during emergencies unless other arrangements have been established

### **5.15 Special Attention/Considerations**

The aged, infirm, culturally and linguistically diverse, and disabled persons are to be given special consideration

The Controlling Agency should ensure, as far as practical, the security of the area evacuated and the protection of remaining personnel and property. *SEMP 4.7 part 13*

Assistance at re-establishing evacuees in their residences, when safe to do so, remains a priority, including clean-up assistance for those who require it.

**IT IS OF THE UTMOST IMPORTANCE THAT EACH PERSON WHO EVACUATES FROM AN AREA IS RECORDED AND ON RETURN OR OTHERWISE TO THEIR PLACE OF RESIDENCE, BE AGAIN RECORDED SO THAT ALL PERSONS CAN BE ACCOUNTED FOR.**

### **5.16 Return from Evacuation**

Responsibility for decisions relating to the return of evacuated residents rests with the Controlling Agency. The return of evacuated residents will be conducted in consultation with the affected community and relevant Health and Welfare agencies including Rio Tinto and the DCPFS and the Sonic Health Plus.

The Controlling Agency is responsible for the provision of timely and accurate situational information to the displaced community (e.g. current activities being undertaken timeframe for return of community, assistance available to evacuees etc.).

The Controlling Agency should ensure the absence of risk from other hazards (structural integrity, site contamination, hazardous materials, health threats etc.) before returning a community following evacuation.

The Controlling Agency should ensure there is an effective plan in place for returning the displaced community.

The return phase of evacuation may be executed in stages and should be subject to planning which should include issues such as community safety, restoration of essential services and provision of welfare support services.

The Local Recovery Coordinator and the Local Recovery Coordinating Committee provide a vital link to the affected community and therefore, must be included in the planning for the return of evacuated residents. Strategies for the return of evacuated residents may be included in the local government's Local Recovery Plan.

*SEMP 4.7 Community Evacuation*

### **5.17 Debriefing**

After the decision is made to *STAND DOWN* after an emergency, each Agency will conduct their own debrief before the staff are stood down. A general de-brief will be conducted by the Controlling Agency of stand down and it will involve Senior Staff of all participating Agencies.

Refer to *SEMP 4.3 Post Operation Reports*

## **6.0 WELFARE CENTRES**



Evacuation Assembly Points within the arrangement area are as follows:

For Evacuation Centres Health Standards allow 3sqm per person for an overnight stay

- ❖ 2sqm for sleeping
- ❖ 1sqm for belongings

No. of People	Duration				
	0-8 Hrs	8Hrs-1 Day	1-3 Days	3-7 Days	1 Week+
1-10	Dry Mess & Community Hall	Dry Mess & Community Hall	Dry Mess	Evacuation	Evacuation
(100 in each)	Dry Mess & Community Hall	Dry Mess & Community Hall	Dry Mess	Evacuation	Evacuation
200-400	Evacuation	Evacuation	Evacuation	Evacuation	Evacuation

## 7.0 DEMOGRAPHICS

The following demographics are taken from the Australian Bureau of Statistics Census Data 2012



There is no breakdown of age groups of the Indigenous population in Pannawonica, or the Indigenous Community of Ngurawaana from ABS Census Data .Those figures are based on information gathered by the Shire of Ashburton.

AGE GROUP	PANNAWONICA	
	MALE	FEMALE
65-69 years	4	0
60-64 years	10	3
55-59 years	23	15
50-54 years	27	16
45-49 years	38	15
40-44 years	51	31
35-39 years	30	29
30-34 years	42	32
25-29 years	31	28
20-24 years	15	16
15-19 years	6	10
10-14 years	17	21
5-9 years	35	25
0-4 years	40	42
<b>TOTAL</b>	<b>369</b>	<b>283</b>

**INDIGENOUS POPULATION**

AGE GROUP	PANNAWONICA	NGURRWAANNA
65 & Over		
55-64 Yrs		
25-54 Yrs		
15-24 Yrs		
5-14 Yrs		
0-4 Yrs		
<b>TOTAL</b>	38	30

## COMMON ALERTING PROTOCOL

### Guideline for formatting emergency public information warnings and alerts

<TITLE: Select from: **Community Warning**  
**Community Alert**  
**Evacuation/Relocation Advice**  
**Community Watch/Information Update**>

This is an official notice from the <name of Control Agency>

FROM and TO:

This <type of information> is current between <date time> and <date time>

HEADLINE:

At < time> <day>, the <name of Control Agency> advises < Define the nature of the alert or warning, Define the target population area/locality>

DESCRIPTION OF SITUATION:

This advice is correct as at < time> <day>

☐ What did or is about to happen?

☐ Where did it or is it about to happen?

☐ When did or is it likely to happen?

☐ What has been done to date and what is proposed to be done?>

INSTRUCTIONS:

Keep listening to ABC local radio and other media for further information and advice. <any other public safety instruction or information>

CONTACT DETAILS:

People needing emergency assistance can call <phone number>.

In a life-threatening emergency call 000

For information about <name of hazard> contact the <name of Control Agency>

WEB URL:

For further information visit <Control Agency web address>

## WELFARE CENTRE

Centre: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Office Numbers: Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Manager: \_\_\_\_\_ Ph: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Supervisor/Caretaker: \_\_\_\_\_ Ph: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Facility	Number	Comments
Beds		
Mattresses		
Pillows		
Sheets		
Dormitory		
Units		
Other style accommodation		
Showers:		
Male		
Female		
Baby bathing		
Toilets		
Male		
Female		
Child		

Blankets/Sleeping Bags		
Kitchen		
Kitchen equipment		
Dining		
Laundry		
Amenities Areas: Recreation Room BBQs Conference Room Meeting Rooms Courts Swimming Pool Oval Outdoor seating areas		
Disabled Access		
Public Phones		
Tent Areas		
Tents		
Other facilities		
Other equipment		

Other Comments:

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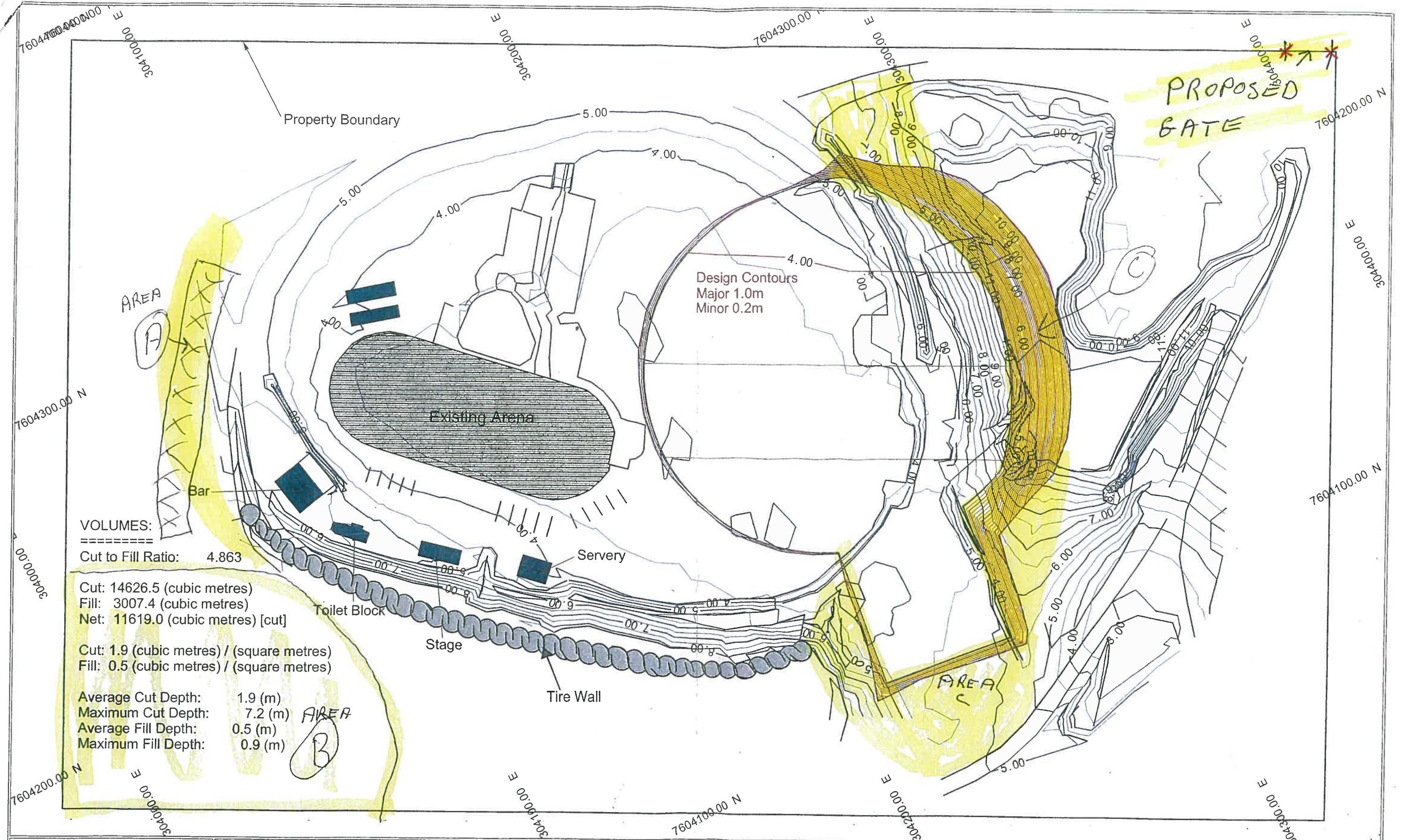
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DRAFT





**NTC Contracting**  
Ph: (08) 9184 6025  
Fax: (08) 9184 6032  
Address:  
PO Box 68, Onslow, 6710, WA  
Web: <http://www.ntc.net.au>  
Email: [Daniel@ntc.net.au](mailto:Daniel@ntc.net.au)

**COORDINATE REFERENCE SYSTEM:**  
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**HEIGHT DATUM:**  
AUSTRALIAN HEIGHT DATUM (AHD)

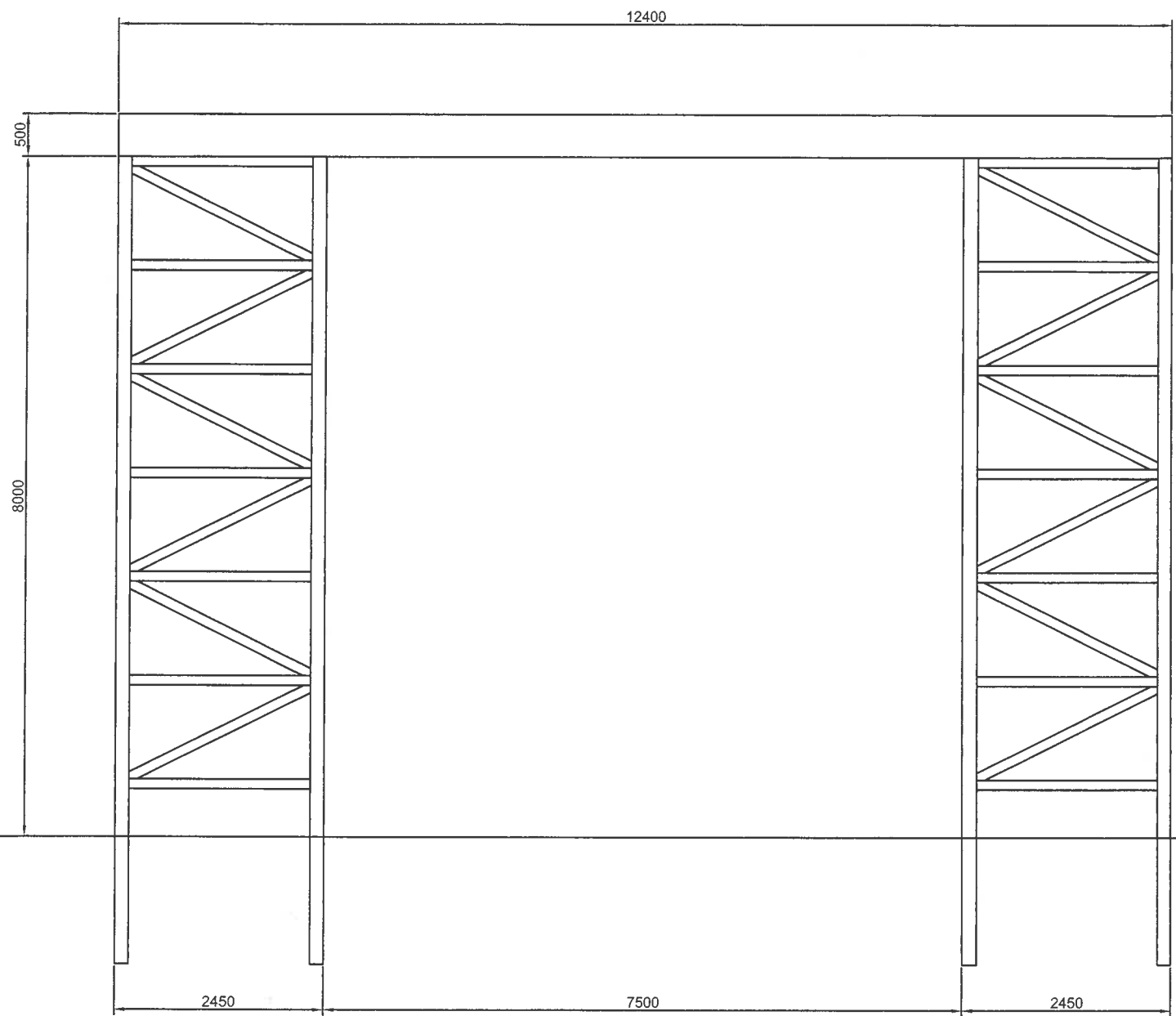
**CONTOURS**  
Major Interval: 1.0m  
Minor Interval: 0.5m



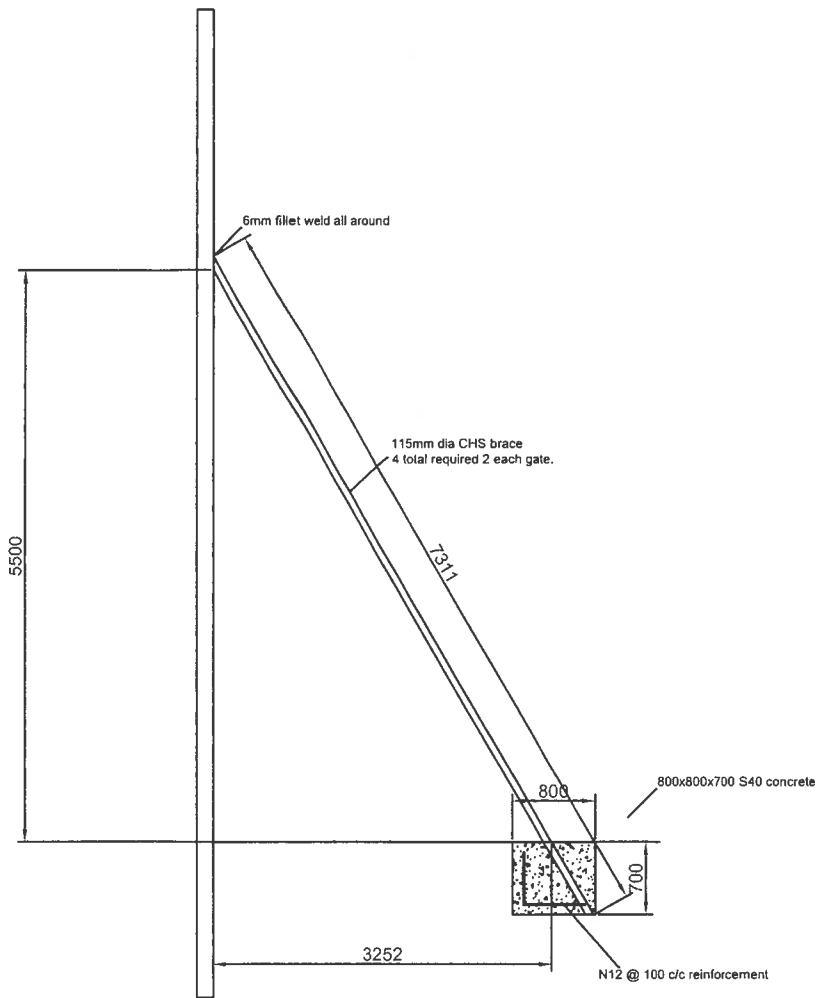
**SCALE IN METERS 1:1000**







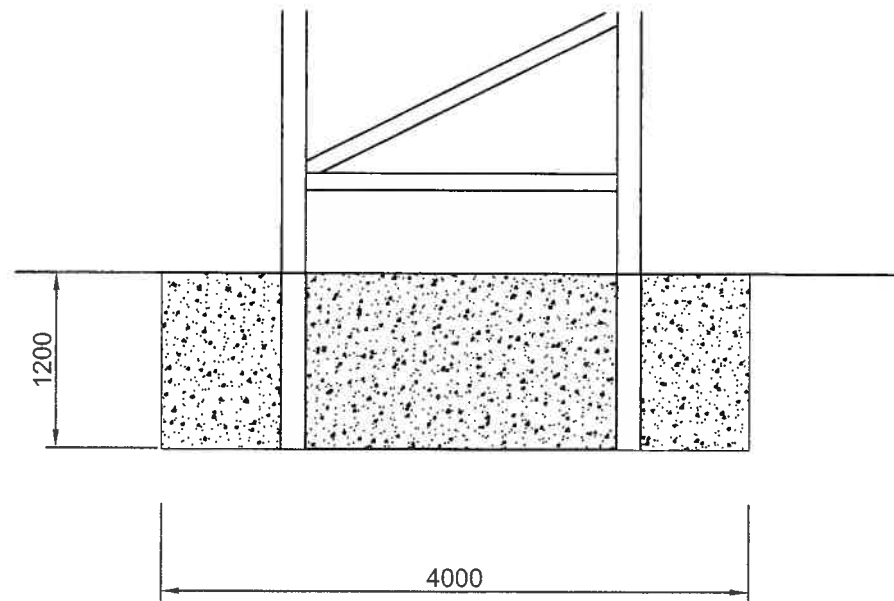
GATE FRONT ELEVATION



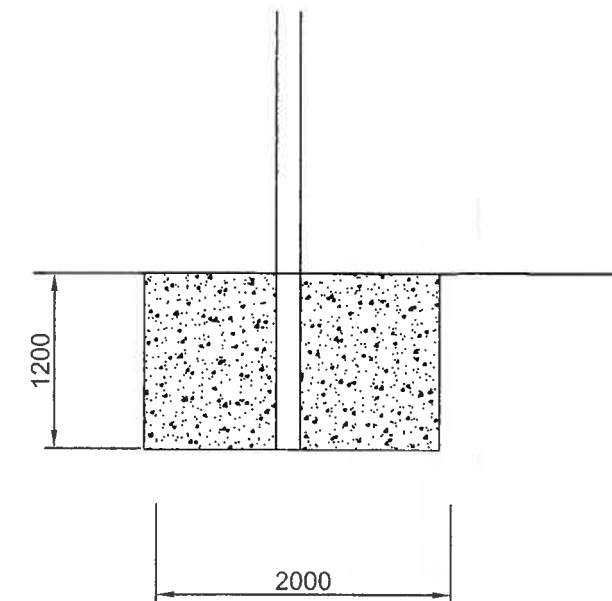
ELEVATION SHOWING STAYS

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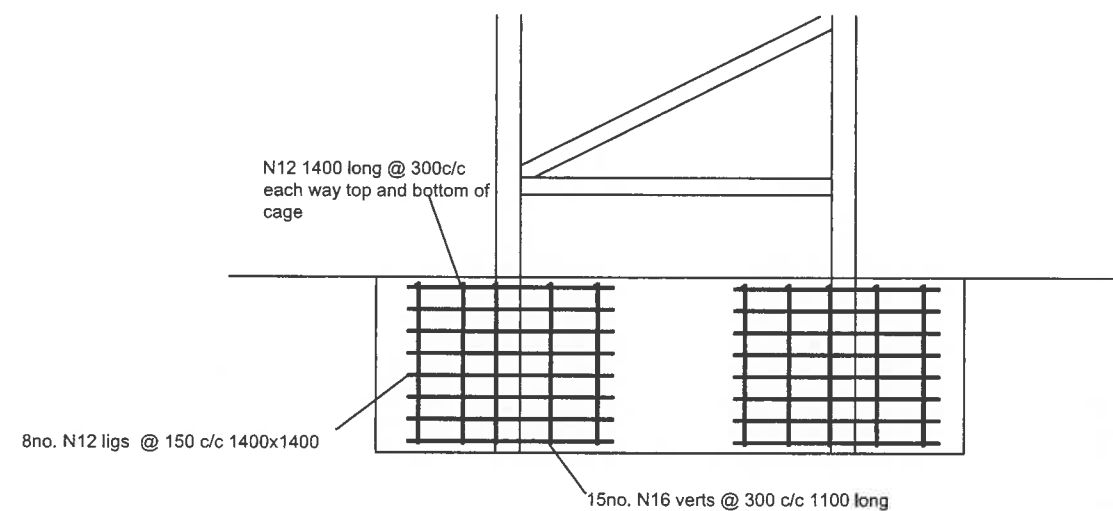




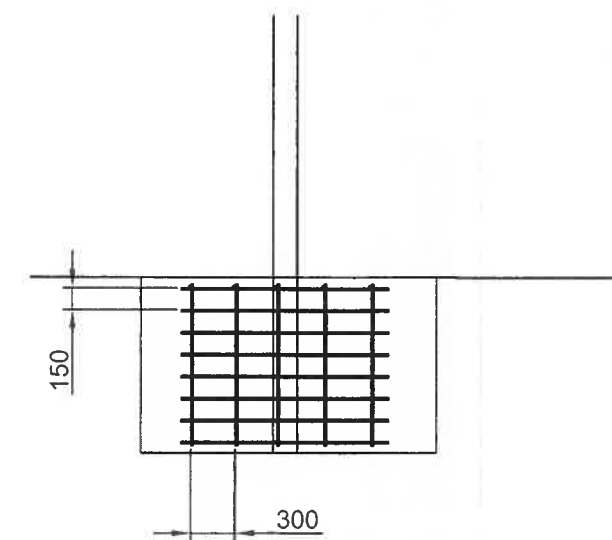
GATE POST FOOTING DIMENSION  
(FRONT VIEW)



GATE POST FOOTING  
(SIDE VIEW)



FOOTING REINFORCEMENT  
(FRONT VIEW)



FOOTING REINFORCEMENT  
(SIDE VIEW)

				Engineer Caroline Crook	Project Location ONSLow, WA	Project WHEATSTONE ISBL & OSBL CIVIL WORKS	Drawn CC	Signed CC	Date 15/5/14	Drawing Title ONSLow RODEO GATE POSTS SHEET 2	Project Number
				Engineers Signature	Bechtel Number N/A		Designed CC	Signed CC	Date 15/5/14		Scale NTS
				Design Codes and standards used in design	Chevron Australia Pty Ltd Number N/A		Verified	Signed	Date		Sheet Size N/A
P01	15 Mar 14	Onslow Rodeo Gate Post		CC	ET		Approved	Signed	Date		Drawing No TBC
Rev	Date	Revision Details	Drn	Ver	App						Rev P01



Government of **Western Australia**  
Department of **Parks and Wildlife**  
**Pilbara Region**

Your ref:  
Our ref: 2008/2584  
Enquiries: Alex Bowlay  
Phone: 9182 2000  
Email: alex.bowlay@dec.wa.gov.au

Mr Troy Davis  
Executive Manager Technical Services  
Shire of Ashburton  
PO Box 567  
TOM PRICE WA 6751

Dear Mr Davis

**REQUEST TO CONSIDER REDUCED PRIVATE WORKS RATES FOR NECESSARY ROAD MAINTENANCE AND IMPROVEMENTS AT KARIJINI AND MILLSTREAM CHICHESTER NATIONAL PARKS**

Road maintenance within Karijini and Millstream Chichester national parks is vital in facilitating safe and enjoyable visits to these iconic destinations in the Pilbara Region of Western Australia, and to sustain the important contribution that tourism makes to the local economy.

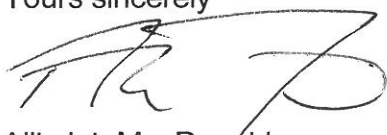
Parks and Wildlife continues to utilise limited funds for road maintenance and improvement purposes in an efficient and prudent manner, and to this end seeks reduced Private Works rates set by the Shire of Ashburton in 2014/15.

A previous Memorandum of Understanding between this department and the Shire expired in late 2013, however that instrument was lacking in detail about certain aspects of road maintenance and improvement and requires improvement. An MOU could be reprised in the future dealing with the broader relationship between Parks and Wildlife and SOA, and include the outcome of this matter. This may take some time however, and the department would prefer to progress reduced Private Works rates as a single issue at this stage.

The department seeks a reduction of the rates set out in the Shire's 2014/15 Schedule of Fees and Charges for Private Works. Please advise if a cost plus, percentage reduction, or other model may best apply for this situation.

Parks and Wildlife looks forward to further discussion, and trusts that this request will receive favourable consideration by Council in the near future.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Allisdair MacDonald', written over a horizontal line.

Allisdair MacDonald  
Regional Manager Pilbara

27 June 2014

TENDER NUMBER: XX/14  
LOT 16 (Portion Lot 9000) ONSLOW ROAD  
ONSLOW  
SHIRE OF ASHBURTON

---

**REQUEST FOR TENDER - TENDER INFORMATION PACK**

Deadline: 2pm WST Monday 1<sup>st</sup> September 2014



## Summary

The Shire of Ashburton is seeking submissions from suitably qualified companies or individuals for the purchase and development of Portion of Lot 16 Onslow Road, Onslow (hereafter referred to as the Purchase of the Property).

The subject land described as Portion of Lot 16 on Deposited Plan 161140 (the Property) is an englobo parcel with a total area of 34.35ha, located approximately 4 kilometres south of the Onslow Town Centre.

The lot forms a generally triangular shaped parcel and is bound by Onslow Road to the west, tidal marshlands to the east and is located approximately four kilometres south of the Onslow Town Centre.

The site has been previously cleared and consists of undulating land with low lying tidal areas to the east of the site, sand dunes covered with low scrub to the west and a salt production pond to the south. Onslow Airport is also located on Lot 16 and is serviced by one runway, used primarily for General Aviation and proposed future Regular Passenger Transport.

The successful Proponent will be selected through the use of a procurement methodology as provided within this document

A summary of this Request for Tender (RFT) document is set out below.

### **Section 1      Introduction**

This section provides an overview of the subject Property offered for sale, and the development opportunity provided with respect to this Property in the context of the approved plan of subdivision (Western Australian Planning Commission) and the prevailing land uses approved (or proposed to be approved in respect to Town Planning Scheme Amendment No.15) for this Property.

### **Section 2      Project Outline**

This section outlines the objectives of the Shire of Ashburton through the proposed sale of this Property and the obligations in respect to this Property placed upon the preferred Proponent.

### **Section 3      Selection Process**

This section outlines the Request for Tender (RFT) requirements and the methodology for assessing submissions received from prospective Proponents. It also outlines the information required in response to the RFT Objectives and the Criteria to be utilised by the Shire of Ashburton in assessment of any submissions as received.

**Section 4      Form and Submission of Proposals**

This section outlines the form in which Submissions are to be received, the information requirements in respect to each of the Criteria as established and the manner in which Proponents are to make submissions to this Request for Tender.

**Section 5      General Terms and Conditions**

This section contains the terms and conditions of this Request for Tender.

**Glossary**

The Glossary provides the Definitions of the terminology used throughout the document.

**Schedules**

This is a list of the schedules referred to within the Request for Tender.



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## Glossary

This section defines those terms as used in the Request for Tender.

**Contract of Sale** means the Contract of Sale to be developed by the Shire of Ashburton and offered to the preferred Proponent following the completion of this Request for Tender process and consequential resolution by the Council.

**GST** means Goods and Services Tax.

**Preferred Proponent** means the company, developer, individual or consortium selected to enter into negotiations with the Shire of Ashburton as the preferred submission following the completion of the Request for Tender process and the application of any Criteria or other assessment as indicated within this Request for Tender.

**Property** means the property located at Lot 16 Onslow Road, Onslow and generally defined as a 34.25 portion of Lot 16, indicated as Portion of Lot 9000 in Image 2 and in the Western Australian Planning Commission approved subdivision application and preliminary design.

**Proponent** means any person, individual, group of individuals, company or groups of companies who make a submission to this Request for Tender process.

**Proponent (preferred)** means the Proponent who following assessment of the Submissions as received, and endorsement by the Council of the Shire of Ashburton following assessment of the submissions in accordance with the Criteria (and other requirements) as contained within this Request for Tender, is deemed to be the Proponent to whom a Contract of Sale for the purchase of the Property will be offered.

**Proposal/Submission** means a Proposal or Submission made by a Proponent in response to this Request for Tender process.

**Purchase** means the acquisition of the subject Property in accordance with the Contract of Sale offered to the preferred Proponent following conclusion of this Request for Tender process, the contents of any submission received from the preferred Proponent as part of this Request for Tender process and any other stipulated condition or requirement made by the Shire of Ashburton as part of this Request for Tender, Contract of Sale or through any other means as determined by the Shire of Ashburton

**Request for Tender (RFT)** is the call for Submissions from Proponents in respect to the proposed sale of the subject Property by the Shire of Ashburton.

## **Section 1: Introduction**

### **1.1 The Opportunity**

Recent growth in economic activity has highlighted the current shortage of available industrial land in and around Onslow. In order to respond to this current land shortage the Shire of Ashburton has identified an opportunity for the development and sale of industrial lots to respond to market demand and to improve the economic sustainability of the Region.

The recent redevelopment of the Onslow Airport has highlighted the need for serviced industrial land within close proximity to the airport to accommodate the consequential growth of the airport and to cater for the demand generated by companies wishing to be associated with the new Airport or from businesses that will benefit from being in close proximity to regular air transport.

It is envisaged by the Shire of Ashburton that a light industrial subdivision will assist in the development of critical air transport infrastructure and also provide much needed industrial and commercial land to cater for current land shortages and future demand.

Onslow is directly impacted upon by the Ashburton North Strategic Industrial Area (ANSIA) and the significant infrastructure projects generated within this Strategic Industrial Area. The completion of recent major infrastructure projects associated with the Strategic Industrial Area has further demonstrated the need for a local supply of works and services within Onslow and the generation of industrial land to accommodate these works and service suppliers.

It is in this context that the sale and development of Portion of Lot 16 Onslow Road, Onslow as an industrial subdivision is considered by the Shire of Ashburton to be extremely important for the long term sustainability and progress of Onslow.

This Request for Tender is to be read in conjunction with the General Conditions of Tender as provided as Schedule 1 to this document.

## 1.2 The Property

### Outline of Property Details

The subject Property is described as Lot 16 on Deposited Plan DP161140, Certificate of Title Volume 2192 Folio 847. A copy of the Certificate of Title for the subject Property is provided as Attachment 6 to this Request for Tender.

The Property is owned in freehold title by the Shire of Ashburton and is offered for sale by way of Tender.

The Certificate of Title is subject to two encumbrances;

- Easement – G986384 – in favour of the Water Corporation of Western Australia, registered 22<sup>nd</sup> December 1998, and
- Caveat – I1961857 - in favour of Westpac Banking Corporation, registered 22<sup>nd</sup> July 2004.

A copy of both of these encumbrances is provided as part of Attachment 6 to this Request for Tender.

In respect to Caveat I1961857, the Shire of Ashburton advises that this Caveat relates to a 3000 sq.m portion of land within Lot 16, but not within the proposed Lot 9000 (indicated in Image 1 as Balance of Lot 9000) which will be created in order to enable the development of proposed industrial subdivision.

The new titles created for the residual land currently contained within Lot 16 but not offered for sale as part of this Request for Tender will incorporate this registered mortgage.

#### **Note to Proponents**

***Proponents are advised that Caveat I1961857 as listed on the subject Certificate of Title 2192/847 will not be registered against the new title required for the Balance of Lot 9000, the subject of this Request for Tender.***

In respect to Easement G986384, the Shire of Ashburton advises that this Easement in favour of the Water Corporation relates to a portion of land contained within the current Lot 16, but is not within the proposed Lot 9000 (indicated in Image 2 as Balance of Lot 9000) which will be created in order to enable the development of proposed industrial subdivision.

The new titles created for the residual land currently contained with Lot 16 but not offered for sale as part of this Request for Tender will incorporate this easement.

The specific location of this easement relative to the proposed boundaries of Lot 9000 is as indicated as a dotted line to the south west of the subject land as indicated in Image 1 within this Request for Tender.

It is further proposed that the main water supply located in this area and the subject of this easement will be relocated as part of Water Corporation works in this area.

The plan of the proposed route for this water main, and the easement likely to be created over this parcel of land is provided as Image 3.

**Note to Proponents**

***Proponents are advised that Easement G986384 as listed on the subject Certificate of Title 2192/847 will not be registered against the new title required for the Balance of Lot 9000, the subject of this Request for Tender.***

Whilst the property is described as englobo Lot 16 Onslow Road, the property has also been subject to a subdivision application and preliminary design for the development of the subject Property, lodged with the Western Australian Planning Commission (WAPC). This subdivision application and preliminary design was provided by the WAPC (Application 148599) with conditional approval granted to the Shire of Ashburton in October 2013.

This subdivision resulted in a proposed new lot (Balance of Lot 9000) being created over that portion of Lot 16 upon which the proposed industrial subdivision is proposed to be developed.

The Shire of Ashburton is therefore providing the opportunity for purchase of Portion of Lot 16 Onslow Road, Onslow, being Balance of Lot 9000 as depicted on Western Australian Planning Commission approval 148599 and Image 2 as contained in this Request for Tender.

The balance of land currently forming the whole of Lot 16 and not contained within Balance of Lot 9000 is not offered for sale as part of this Request for Tender and will be retained in the ownership of the Shire of Ashburton following the completion of this Request for Tender process and any subsequent Contract of Sale entered into between the Shire of Ashburton and the successful Proponent.

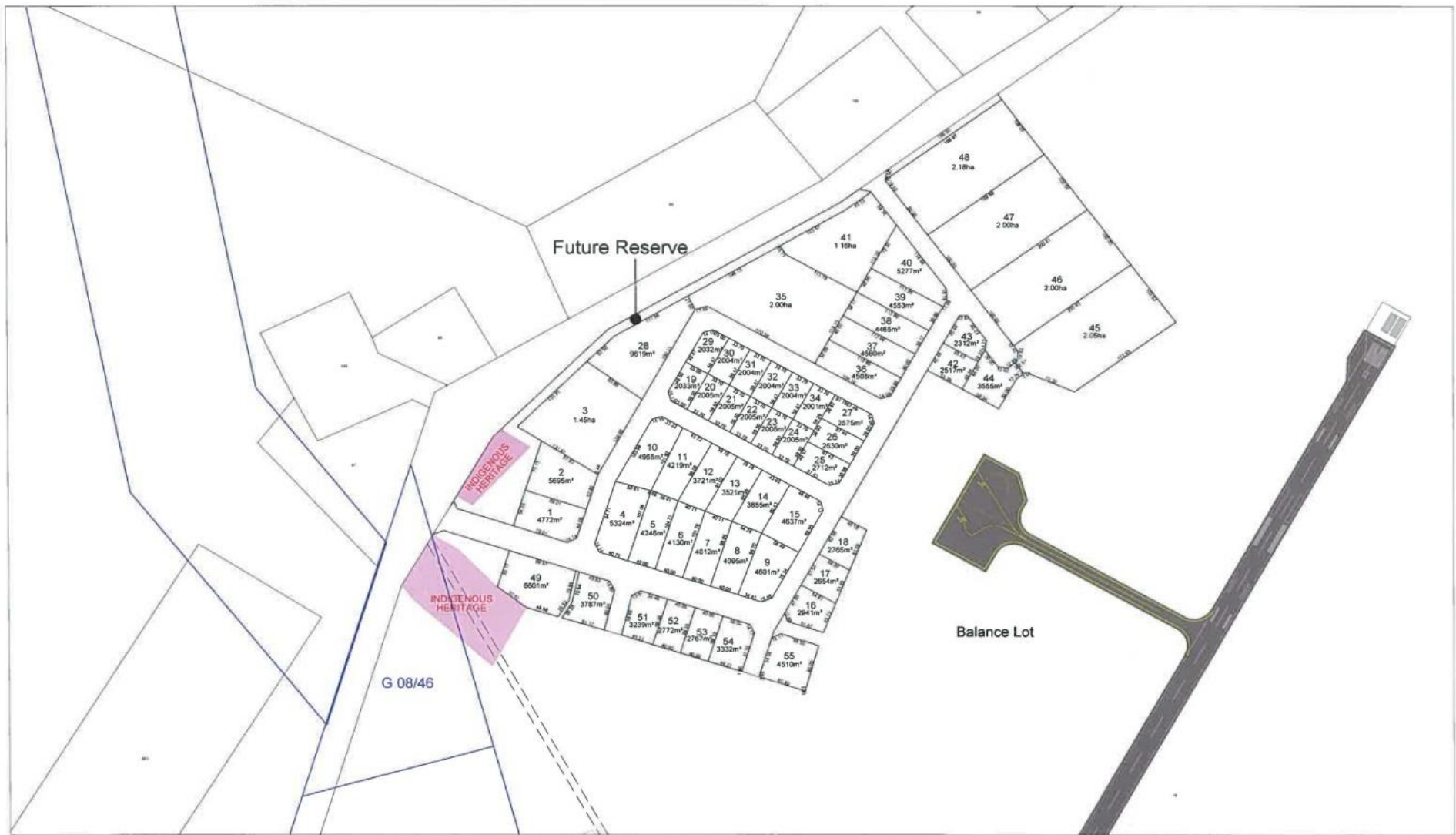
Details relevant to Western Australian Planning Commission approval of this green title subdivision and conditions of such approval are provided as Attachment 1 to this Request for Tender.

The conditionally approved subdivision design allows for the development of up to 55 light industrial lots, ranging in size from 2000sqm to 20,000sqm.

The property is currently zoned 'Public Purposes – Airport' however Shire of Ashburton Town Planning Amendment 15 to Town Planning Scheme No 7 seeks to alter the zoning of the Property (along with other properties contained within the Amendment) to 'Mixed Business'. The amendment was endorsed by Council at the Ordinary Meeting held on 16 March 2011.

Details of this Scheme Amendment are provided within this Request for Tender (see Page 9).

Image 1: Approved plan of Subdivision (October 2013)





**Image 2: Balance of Lot 9000 – the subject of this Request for Tender**

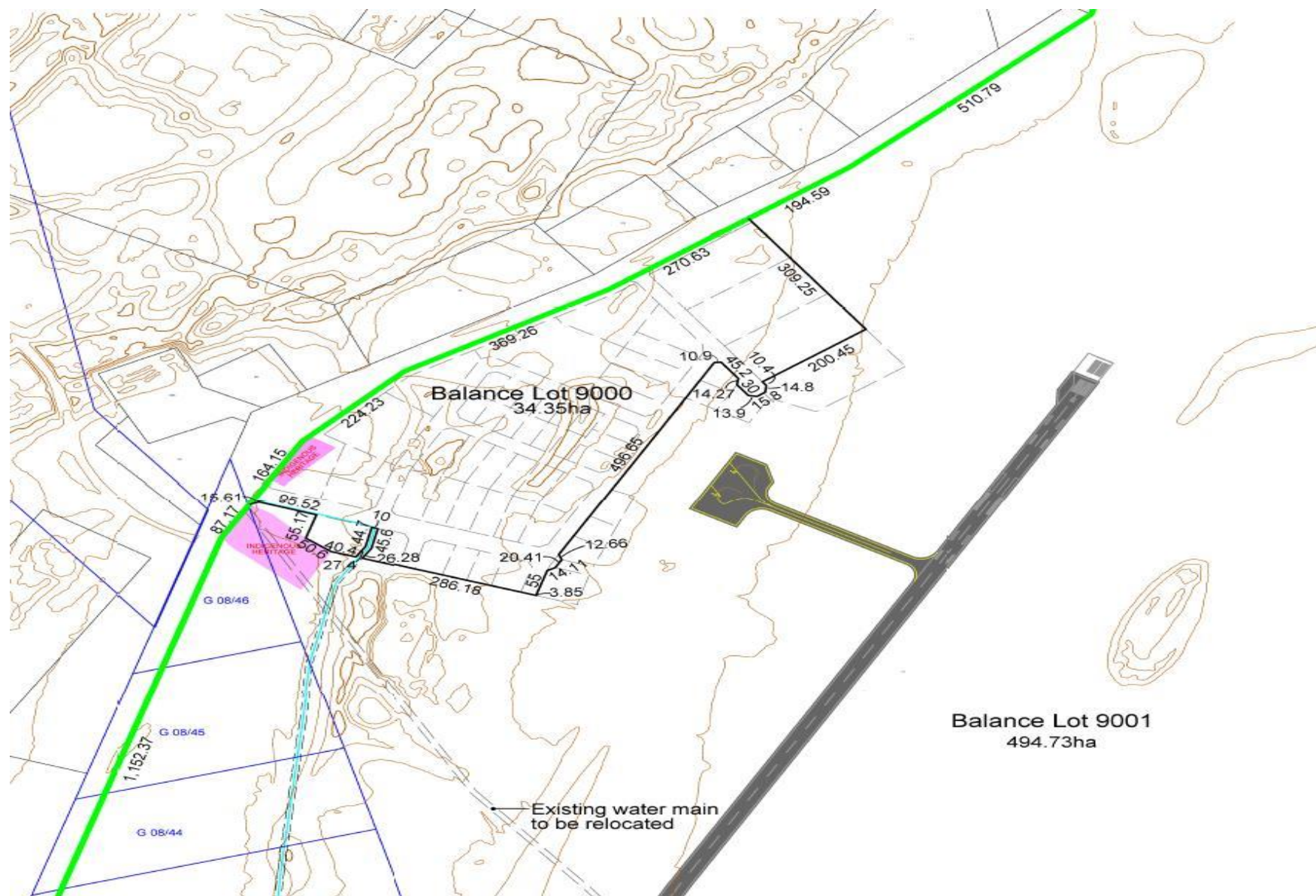


Image 3: Proposed Mains Water route – source – Water Corporation of Western Australia

VER.	AMENDMENT	AUTHORISED BY	DATE	INTERESTS AND NOTIFICATIONS						
				SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS

**TYPE** . . . FREEHOLD . . . . .

**PURPOSE** . . . INTEREST . . . . .

**PLAN OF**  
EASEMENT &/OR  
OTHER INTEREST OVER  
LOT 16 ON DP 161140

SSA YES/NO

**DISTRICT** . . . ASHBURTON . . . . . **FILE** . . . . .

**TOWNSITE** ONSLOW

**LOCAL AUTHORITY** . . . SHIRE OF ASHBURTON . . . . .

**LOCALITY** . . . ONSLOW . . . . .

<b>FORMER TENURE</b> LOT 16 DP 161140	<b>INDEX</b> . . . BE63 (10) 08.01 . . .	<b>FIELD BOOK</b>
---	---	-------------------

**SCALE:** 1:10000 @ A3  
ALL DISTANCES ARE IN METRES

**UCL**

<b>SURVEYOR'S CERTIFICATE</b> - Reg 54 <b>I STEVE JARMAN</b> I hereby certify that this plan is accurate and is a correct representation of the - (a) survey; and/or (b) valuations from measurements; (c) (date if inapplicable) undertaken for the purposes of this plan and that it complies with the relevant written law(s) in relation to which it is lodged.	<b>SURVEYOR'S CERTIFICATE</b> - Compiled I hereby certify that this compiled plan is a correct and accurate representation of the survey(s) of the subject land; and (b) is in accordance with the relevant law in relation to which it is lodged.
Licensed Surveyor	Date

<b>LOGGED</b> DATE FEE PAID ASSESS No.	<b>TYPE OF VALUATION</b> FULL AUDIT LEGAL COMPONENT DISCREET CERTIFIED CORRECT T.S.C. P.S.C.
---	--

**IN ORDER FOR DEALINGS**

**SUBJECT TO**

FOR INSPECTOR OF PLANS & SURVEYS AUTHORIZED LAND OFFICER

**APPROVED**

INSPECTOR OF PLANS & SURVEYS AUTHORIZED LAND OFFICER

**SURVEY FIRM**  
WHELANS AUSTRALIA PTY LTD

APPROVED BY  
WESTERN AUSTRALIAN PLANNING COMMISSION

FILE

Deposited Under S 16 P & D Act 2005

**DEPOSITED PLAN**  
**DRAFT ONLY**

SHEET . . . . . OF . . . . .  
VERSION . . . . .



### **1.3 Approval of Proposed Industrial Development – Western Australian Planning Commission**

The Western Australian Planning Commission approval for the lodged subdivision application and preliminary design provided for approval subject to the Shire of Ashburton's (as the property owner) compliance with a range of conditions. A full list of these conditions is provided as Attachment 1 to this Request for Tender.

Whilst most of these conditions of approval are considered to be standard conditions with respect to normal subdivision approvals, there were several Conditions of Approval contained within this WAPC approval that required further investigation by the Shire of Ashburton;

1. Arrangements being made with the Water Corporation so that provision of a suitable water supply service will be available to the lots shown on the approved plan of subdivision. (Water Corporation)
2. Arrangements being made to the satisfaction of the Western Australian Planning Commission and to the specification of Horizon Power for the provision of an underground electricity supply to the lot(s) shown on the approved plan of subdivision. (Horizon Power)

In respect to Condition 1 – the Water Corporation advised the Shire of Ashburton in correspondence dated 17 July 2013 that the Water Corporation was able to provide a commitment to supply an initial 25 lot stage 1 of the proposed subdivision with further commitments with respect to the remaining lots in the subdivision able to be confirmed in November 2013. – HAVE EMAILED WATER CORP 19/06 FOR UPDATED COMMITMENT

A copy of the correspondence as received from the Water Corporation is attached as Attachment 2 to this Request for Tender.

In respect to Condition 2 – Horizon Power advised the Shire of Ashburton in correspondence dated 12 August 2013 that the relocation of a 1 Megawatt mobile generator to the area would provide sufficient power generation to meet the Shire's proposed redevelopment of the airport precinct inclusive of the industrial subdivision.

A copy of the correspondence as received from Horizon Power is attached as Attachment 3 to this Request for Tender.

In addition, advice notes provided within the Conditions of Approval identified the following key issue/s;

The Department of Fire and Emergency Services (DFES) advises that historical research has revealed that during the past 100 years, former elements of the Australian Defence Forces may have conducted training and/or operational activities within or close to the area of the proposed subdivision. It is possible that as a result of these activities, the subject area may contain unexploded ordnance (UXO). Whilst it is considered that the possible risk from UXO on the land subject to this approval is minimal, an absolute guarantee that the area is free from UXO cannot be given. Should, during subdivisional works, or at any other time, a form or suspected form of UXO be located, DFES has advised that the following process should be initiated:

- a. do not disturb the site of the known or suspected UXO;
- b. without disturbing the immediate vicinity, clearly mark the site of the UXO;
- c. notify Police of the circumstances/situation as quickly as possible; and
- d. maintain a presence near the site until advised to the contrary by a member of the WA Police Service or Defence Forces.

Further advice on this issue may be obtained by contacting the Unexploded Ordnance Unit, Department of Fire and Emergency Services.

In respect to this issue, the Shire initiated contact with the Department of Fire and Emergency Services who conducted on site inspection and assessment of the perceived risk of unexploded ordnance at the property.

Their investigations revealed that;

Stages 1 & 2 as shown on Deposited Plan 161140 and attached TPG drawing of Subdivision Plan has been subjected to an extensive investigative search for unexploded ordnance by an accredited UXO Contractor to a standard where it is DFES UXO opinion that Condition 7a has now been met. As no evidence of explosive ordnance activity was located within the stage 1 & 2 area, it is also DFES UXO opinion that condition 7b and 7c are no longer applicable.

A copy of the correspondence as provided by the Department of Fire and Emergency Services with respect to this matter is provided as Attachment 4 to this Request for Tender.

#### **Note to Proponents**

***The Shire of Ashburton has endeavoured to provide clarification in respect to certain Conditions of Approval as established by the Western Australian Planning Commission relevant to the proposed subdivision and proposed development of the subject Property.***

***Prospective Proponents are however advised to undertake their own due diligence and investigations with respect to these Conditions of Approval so as to ensure that they are fully informed with respect to such conditions and any requirements of the Western Australian Planning Commission, Water Corporation of Western Australia, Horizon Power, Department of Fire and Emergency Services, Shire of Ashburton or any other statutory approval agency that may be relevant to the clearance of such Conditions of Approval.***

## 1.4 Native Title and Heritage Implications

A Heritage Survey in respect to the subject Property was conducted in January 2013 commissioned by the Shire of Ashburton and conducted in association with the Traditional Owners of the land, the Buurabalayji Thalanyji Aboriginal Corporation.

Areas identified as being of relevance to the Traditional Owners of the land were identified by the Thalanyji people and were subsequently subject to survey and incorporated into the subdivision conditional approval by the Western Australian Planning Commission.

The heritage areas defined as a result of this survey and as incorporated within the conditional approval provided by the Western Australian Planning Commission are provided as Attachment 5 to this Request for Tender.

### **Note to Proponents**

***The Shire of Ashburton has endeavoured to provide clarification in respect to Native Title implications established within the Conditions of Approval as established by the Western Australian Planning Commission relevant to the proposed subdivision and proposed development of the subject Property.***

***Prospective Proponents are however advised to undertake their own due diligence and investigations with respect to these Conditions of Approval and any Native Title implications.***

## 1.5 Town Planning Implications and Scheme Amendment No.15

The subject Property is currently zoned 'Public Purposes – Airport' in accordance with Shire of Ashburton Town Planning Scheme No.7.

Proposed Amendment 15 to the Shire of Ashburton Town Planning Scheme No 7 seeks however to alter the zoning of the subject Property including other land within the north-western precinct of Onslow to 'Mixed Business'. The amendment was endorsed by Council at the Ordinary Meeting held on 16 March 2011.

This rezoning application was referred to the Environmental Protection Authority (EPA) for comment on the 10th October 2012. Comment was received on 12 November 2012 advising that the Amendment did not require an assessment under Part IV Division 3 of the Environmental Protection Act 1986.

Town Planning Scheme Amendment No. 15 has subsequently been advertised for public comment. The Shire is currently considering those submissions received during the public comment period, and the Scheme Amendment and summary of submissions will be presented to Council for final adoption shortly.

Whilst the date of the Council Meeting at which this Town Planning Scheme Amendment will be presented is not confirmed as at the date of this Request for Tender, Proponents are advised that the Shire of Ashburton is progressing with this Request for Tender process on the basis that the Scheme Amendment process is satisfactorily concluded, and the subject Property is rezoned to Mixed Business.

Proponents are advised to consider the '**Note to Proponents**' as provided below.

A copy of Scheme Amendment No.15 as advertised for public comment is provided as Attachment 7 to this Request for Tender.

**Note to Proponents**

***Proponents are advised that the subject Property is offered for sale on the express assumption that Scheme Amendment No.15 to Shire of Ashburton Town Planning Scheme No.7 progresses and the subject Property is rezoned to Mixed Business in accordance with the content of this Scheme Amendment.***

***Should the Scheme Amendment not proceed or the final approved Scheme Amendment (as approved by the Western Australian Planning Commission) materially vary in the opinion of the Shire of Ashburton from its original intent, then the Shire of Ashburton reserves the right not to proceed with this Tender or any proposed sale of the subject Property to the successful Proponent.***

## **1.6 Road Access to Onslow Airport**

In considering the approval as provided by the Western Australian Planning Commission and the approved plan of subdivision as provided as Image 1 within this Request for Tender, the Shire of Ashburton advises that the road network as indicated within the approved subdivision, and particularly that portion of the road network that provides direct access to the Onslow Airport is a required condition of this, and any other subdivision proposed to be submitted by the successful proponent.

The Shire of Ashburton requires that road access to the Onslow Airport is provided by means of the road network developed as part of the Industrial subdivision proposed by this Request for Tender.

As such, proponents are advised that the Shire of Ashburton WILL require that all proponents obligate their intention to develop the road access to the Onslow Airport as part of any submission as received.

This obligation will be further reinforced by the Shire of Ashburton within the Contract of Sale to be provided to the preferred Proponent at the completion of this Request for Tender.

The assessment criteria in respect to this Request for Tender specifically requires Proponents to indicate their agreement to provide such road access as part of the development of the proposed Industrial area and the timeframe in which such access will be provided.

**Note to Proponents**

***The Shire of Ashburton will require that all Proponents satisfy the Shire of Ashburton's requirement that the road network developed as part of the Industrial subdivision also provides unfettered road access to the Onslow Airport.***

***This requirements will be included within the Contract of Sale offered to the preferred Proponent at the completion of the Request for Tender process.***

## Section 2: Request for Tender Outline

This section outlines the objectives of the Shire of Ashburton with respect to the subject Property and this Request for Tender and provides an overview of the project program.

### 2.1 Overview

Council is seeking a Proponent to purchase and develop the subject Property in accordance with the approved plan of subdivision from the Western Australian Planning Commission for the purposes of an industrial subdivision.

The approved plan of subdivision was developed by the Shire of Ashburton in consideration of market demand for industrial property in Onslow and the type and size of lots required to meet such market demand.

The Shire of Ashburton recognises that Proponents may wish to vary this approved plan of subdivision to meet their own expectations, development costs or assessed market demand, and the Shire of Ashburton is willing to consider variations to this approved plan of subdivision on a case by case basis, subject to the approval of the Western Australian Planning Commission, following the purchase of the property by the successful Proponent.

#### **Note to Proponents**

***The Shire of Ashburton advises that whilst it is willing to consider any application by the preferred Proponent to vary the current approved plan of subdivision over the subject Property, the Shire of Ashburton, its officers or agents provide no assurances that any such application will be approved, considered favourably or agreed to by the Shire of Ashburton, the Western Australian Planning Commission or any other applicable statutory agency.***

### 2.2 Selection of Preferred Proponent

The selection of the Preferred Proponent will be based on a multi criteria assessment where the financial offer made by the Proponent for the subject Property will be assessed simultaneous to the quality of the proposal and the other information as provided by the Proponent within their submission and as required by this Request for Tender.

The Preferred Proponent will, if endorsed as the preferred Proponent by the Council be required to:

1. Enter into a Contract of Sale for the purchase of the subject Property. The form of this Contract for Sale is currently being finalised by the Shire of Ashburton and will be provided to all interested persons or companies once available. The content of the Contract for Sale will generally be in a form consistent with the requirements of this Request for Tender and any other information as contained within this document.



2. Purchase the Site from the Shire of Ashburton (Please note the definition of Purchase as provided on Page 1 of this document)
3. Prepare and obtain all required Statutory Approvals in order to enable the proposed development of the subject Property to proceed ( including Development Applications, Subdivision Approvals, Building Applications, etc.);
4. Prepare Design Documentation for all Civil Works relevant to the development of the subject Property in accordance with the approved plan of subdivision (Western Australian Planning Commission) and obtain all relevant approvals to enable such works to be commenced; and
5. Market and sell the development and any lots created as consequence of the development of the subject Property.

The Shire of Ashburton recognises that the successful Proponent may wish to stage the development of the subject Property in accordance with the approved plan of subdivision in order to maintain capital efficiency during the period of the development, and to ensure that the rate at which lots within the subdivision are available for sale, meets anticipated market demand.

The Shire of Ashburton requests that information in respect to staging of development of the subdivision is provided by Proponents as part of any submission (**Development Timeframe – Criteria D**).

The Shire of Ashburton advises that information provided within any submission received from a Proponent will be used to inform the final content of the Contract for Sale.

The Shire of Ashburton as the owner of the subject Property is required to comply with the provisions of Section 3.58 of the Local Government Act 1995. This will require the Council to formally advertise its intention to dispose of the subject Property to the preferred Proponent in accordance with the content of the submission as received from the Proponent.

This advertisement will provide opportunity for the community to comment on the proposed sale of the subject Property to the preferred Proponent, following which the Council is required to consider any submissions as received and resolve to proceed or not to proceed with the proposed sale of the subject Property.

The Request for Tender process will be managed by the Shire of Ashburton's Strategic and Economic Development Directorate who will assume responsibility for the issue of all documentation in respect to this Request for Tender process, evaluation of all submissions received and the reporting of the outcomes of this Request for Tender process to the Council.

As part of this Request for Tender process and the evaluation of any submissions received, the Shire of Ashburton reserves the right;

- Appoint an independent panel of consultants will deliver independent advice in respect to the submissions received;
- Appoint a Probity Auditor to monitor the Request for Tender process.

The Council's Executive Management Team, under the leadership of the Chief Executive Officer will assume the role of the guiding critical decisions during the Request for Tender process.

Recommendations from the Executive Management Team will be referred to the Council for final deliberation and resolution.

## **2.3 Request for Tender - Key Contact**

The following staff member of the Shire of Ashburton has been nominated as the key contact person for all clarifications and information during the course of the Request for Tender;

**Contact Name:** Emma Heys  
**Phone Number:** (08) 9188 4439  
**Mobile:** 0423 196 383  
**E-mail:** [emma.heys@ashburton.wa.gov.au](mailto:emma.heys@ashburton.wa.gov.au)

Proponents are advised that any information provided to any Proponent during the course of this Request for Tender will also be provided to all other Proponents if in the opinion of the Shire of Ashburton such information is considered to be materially relevant to the Request for Tender process.

## **2.4 Request for Tender Process**

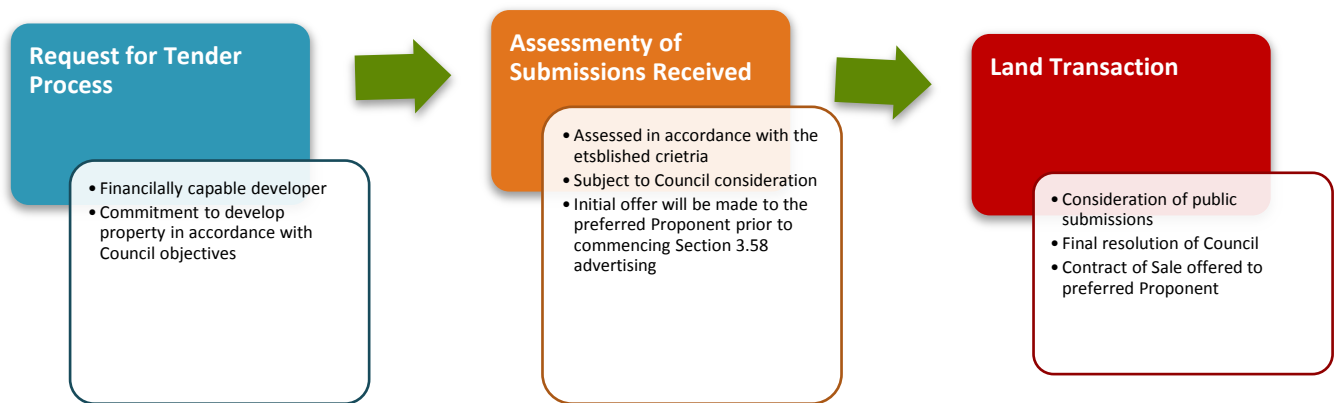
The process of selecting a preferred Proponent will require Proponents to demonstrate suitability to undertake the project and to satisfy the Selection Criteria as established by the Shire of Ashburton for this process.

The Shire of Ashburton will review all submissions as received and assess each submission as received against the established Criteria as provided with this Request for Tender.

The preferred Proponent will be offered the opportunity to acquire the property in accordance with their approved submission and will be expected to deliver the development within an agreed time frame as outlined in the approved submission.

The commercial arrangements and commitments to specific outcomes as outlined in this submission process will form the fundamental components of the Contract for Sale which will be offered to the preferred Proponent at the conclusion of this process.





It is expected that the Request for Tender process will be in accordance with the following timetable, which may be varied at the discretion of the Shire of Ashburton;

Request For Tender (RFT) Process	Date
Issue of RFT Document	21 July 2014
Final date for RFT Submissions	1 September 2014
Council decision on Preferred Proponent	15 October 2014
Statutory advertising and public submissions	October 2014
Negotiations on Contract of Sale conditions conclude	October - November 2014
Final determination of the Council	17 December 2014

## 2.5 Contractual Framework

It is anticipated that a draft Contract of Sale will be available to all Proponents during the course of the Request for Tender process.

If this Contract of Sale is unable to be supplied to Proponents during the Request for Tender process then this will be made available to the preferred Proponent at the conclusion of the Request for Tender process and prior to any resolution of Council or commencement of statutory advertising and public comment period in accordance with Section 3.58 of the Local Government Act 1995.

It is intended that the Contract for Sale will reflect the key information as contained within this Request for Tender document as well as reflect the content of the submission as received from the preferred Proponent.

The Contract of Sale will include (but may not be limited to) the following directives to the preferred Proponent;

- Govern the rights and responsibilities of the Preferred Proponent and the Shire of Ashburton;
- Include specifications of the Preferred Proponent's concept as well as a timetable for design, approval and completion of the proposed development; and
- Provide for the payment of the purchase price by the Preferred Proponent to the Shire of Ashburton and the transfer of the title for the subject Property to the preferred Proponent;

It is important to note that the Preferred Proponent will be responsible for obtaining all necessary regulatory and building approvals and for developing the property within the agreed timeframe.

The Shire of Ashburton advises that whilst it will consider each submission received during this Request for Tender process on its individual merits, the Shire of Ashburton provides no assurances guarantees or obligation that it will favourably consider any subsequent Development Application, variation to the proposed plan of subdivision or any other application arising in respect to the subject Property.

## **Section 3: Obligations of the Proponent in respect to this Request for Tender Process**

This section outlines the Request for Tender requirements and the methodology for assessing any submissions received during this process.

### **3.1 Site Visit**

No formal site inspection has been arranged, however it is recommended that Proponents inspect the site and become familiar with the location and conditions of this document for the purposes of determining the extent of the work required in order to comply with this Request for Tender and in order to achieve the development objectives as outlined within this document and the Western Australian Planning Commission subdivision approval and preliminary design.

The Shire of Ashburton accepts no responsibility for failure by any Proponent to undertake a site inspection or in fully completing suitable levels of due diligence prior to providing a submission to the Shire of Ashburton in respect to this matter.

### **3.2 Project Briefing**

An optional briefing for all Proponents may be provided, if in the opinion of the Shire of Ashburton, such briefing will be beneficial to the process and the understanding of the Request for Tender by Proponents.

If a project briefing is arranged, then all Proponents will be informed of the date and time of the briefing so that they can arrange to attend. Attendance at any such briefing arranged is not considered to be compulsory for the purposes of this Request for Tender.

### **3.3 Due Diligence**

Key elements of due diligence in respect to the subject Property, matters relating to the Western Australian Planning Commission approved subdivision and preliminary design, and the Shire of Ashburton Town Planning Scheme No.7 Amendment No.15 have been provided within this Request for Tender document.

The information as provided is to the best of the Shire of Ashburton's understanding a fair representation of the facts pertaining to this subject Property as at the date of this Request for Tender document being created.

Proponents are advised however that they must conduct and must only rely upon their own interpretation and analysis of the information contained within this document, any other information provided and any other matter discovered by any Proponent during such due diligence undertaken prior to providing a submission with respect to this Request for Tender.

### **3.4 Clarifications**

All communication between Proponents and the Shire of Ashburton prior to the Closing Date of this Request for Tender must be in writing, including notification of any discrepancies, errors or omissions.

Any proposed Proponent may submit a written request for clarification of any part of the Request for Tender prior to lodgement of their Proposals. Written clarifications can be made in writing or e-mail using the nominated key contact provided in Section 2.3 of this Document.

All clarifications will be replied to via written notice and circulated to all known or proposed Proponents, who have either registered to attend any proposed briefing session or are known to the Shire of Ashburton through some other means at the time of issuing this written reply.

No requests for information or clarification to the Request for Tender process will be accepted later than 5 working days prior to the Closing Date of this Request for Tender.

### **3.5 Addenda**

The Shire of Ashburton will notify, through Addenda, any clarification or change to this Request for Tender. The Shire of Ashburton will require formal acknowledgement of receipt of any such Addenda in writing, facsimile or by including all acknowledgements in a Schedule to the submission as made by the Proponent.

### **3.6 Probity Auditor**

The Shire of Ashburton reserves the right to engage the services of an independent Probity Auditor to participate in the Request for Tender assessment process.

### **3.7 Preparing a Proposal**

1. Carefully read all parts of this Request for Tender document.
2. Ensure you understand the Requirements of this document.
3. Complete the Tender Offer and your response to Evaluation Criteria (Section 3.8.4) and prepare your Proposal.
4. Ensure that a representative of the Proponent has signed the Tender Offer and responded to all of the Selection Criteria.
5. Lodge your Submission before the Closing Date stated in Section 4.3.

## 3.8 Evaluation Methodology and Weightings

### 3.8.1 Evaluation Weightings

All submissions received will be evaluated against the Request for Quotation objectives stated in Section 3.8.4. The following provides a summary of the objectives and their importance or weighting in the evaluation process:

1	Price offered for the subject Property	40%
2	Development timeframe	40%
3	Demonstrated capacity	10%
4	Relevant experience.	10%

Selection Criteria have been established to clearly define the intent of each objective. The Selection Criterion defines the information required to be provided by each Proponent in their respective submissions.

### 3.8.2 Evaluation Methodology

The Shire upon receipt of all submissions received at the Closing date for this Request for Tender will review the completeness of each submission in accordance with the Submission requirements provided under Section 4 of this document.

During this review screening, submissions will be classified as “Conforming Proposals” or “Non-Conforming Proposals”. Non Confirming proposals will not be considered further during the assessment of proposals as received and will not be recommended for the further consideration of Council.

Proponents will be advised of both the receipt and status of their Proposals within 14 days of the Closing Date.

Each Proposal will then be evaluated against the Objectives and Selection Criteria as provided in Section 3.8.4. The Shire of Ashburton reserves the right to engage the services of specialist consultants to assist in the technical evaluation of all or part of any such submission as received.

This evaluation will result in a weighted score being applied to the submission and comments on the strengths and weaknesses of each submission as received, as an indication of any assessed risk to the objectives of the Shire of Ashburton.

The weighted scores will result in a ranking of submissions in order of performance against the Request for Tender Objectives and Criteria.

The full evaluation, weighted scores applied to submissions, copies of all submissions received and any comments assigned to submissions in respect to their relative strengths and weaknesses will be provided to the Council for deliberation.

### 3.8.3 Evaluation Criteria and Information Requirements

The criteria to be used by the Shire of Ashburton to assess the Request for Tender submissions received are detailed in this section.

Submissions received will be assessed against the criteria set out below.

Proponents are required to provide sufficient information against each of the criteria and in the same order as listed below, to demonstrate their respective ability to satisfy the assessment criteria.

Any supporting information to further substantiate this submission should be included in a schedule to the submission.

### 3.8.4 Qualitative Criteria

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Shire of Ashburton or any person engaged by the Shire of Ashburton for the purposes of reviewing submissions received has no previous knowledge of your organisation, its personnel, its activities or its experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

<b>A) Price</b> Complete and attach a Price Schedule and label it “ <b>Pricing</b> ”.	<b>Weighting</b> <b>40%</b>	
	<b>“Price”</b>	<b>Tick if attached</b> <input type="checkbox"/>

<b>B) Development Timeframe</b> The proposed development timeframe  Supply details in an attachment and label it “ <b>Development Timeframe</b> ”	<b>Weighting</b> <b>40%</b>	
	<b>“Development Timeframe”</b>	<b>Tick if attached</b> <input type="checkbox"/>

<b>C) Demonstrated Capacity</b> Demonstrate and proven capacity to deliver the development within the specified timeframes and specified development guidelines.  The track record of the company or individuals. <ul style="list-style-type: none"> <li>• Demonstrated evidence of the quality of past work within the industry.</li> <li>• Demonstrated evidence of competency, cooperation and sound judgement in past projects.</li> </ul> Supply details in an attachment and label it <b>“Demonstrated Capacity”</b>	<b>Weighting 10%</b>	
	<b>“Demonstrated capacity”</b>	<b>Tick if attached</b> <input type="checkbox"/>

<p><b>D) Relevant Experience</b></p> <p>Demonstrate experience and skill in all aspects of projects of a similar nature displaying high quality outcomes, with emphasis on provision of similar practices as detailed in the specification.</p> <ul style="list-style-type: none"> <li>• Provide details of each project including relevant details, project budget and facilities provided.</li> <li>• Include photo records and location details of each project.</li> <li>• Provide the scope of the Tenderer's involvement including details of outcomes.</li> </ul> <p>Supply details in an attachment and label it "<b>Qualitative Criteria – Relevant Experience</b>"</p>	<p><b>Weighting</b> <b>10%</b></p>	
	<p><b>"Relevant Experience"</b></p>	<p><b>Tick if attached</b> <input type="checkbox"/></p>



## **Section 4: Form and Submission of Proposals**

This section outlines the form of Proposals and the manner in which they are to be submitted.

### **4.1 Conforming Proposals**

Conforming Proposals should be structured to respond to the Selection Criteria and the required information outlined in Section 3.8.4 of this Request for Tender document.

Proposals not providing the information requested in Section 3.8.4 of this Request for Tender document will be considered as a Non-Conforming Proposal.

### **4.2 Form of Conforming Proposals**

#### **4.2.1 Requirement for Completeness**

Proponents are required to submit:

- a) The duly completed and signed Offer Form, scanned in PDF format
- b) A PDF copy of the Proponent's Proposal including all responses to Selection Criteria contained within this Request for Tender document.
- c) A PDF copy of all Appendices to the Proposal.

#### **4.2.2 Proposal Format**

The Request for Tender submission must be in English and in A4 format.

Any supporting information required under the selection criteria and/ or additional information in support of the submission is to be included as appendices.

### **4.3 Lodgement**

#### **Tender Lodgement Details**

The Tenderer is required to submit one (1) x unbound original and one (1) x bound Copy of the Submission (and which are each to be printed double-sided) no later than 2pm (WST) on Monday 1<sup>st</sup> September 2014 at which time tenders shall close.

Original signed tender documents must be received at the Shire of Ashburton office within 5 working days of the close of tenders' deadline.

Each tender shall be completed, signed and dated by the proponent. Tenders must be delivered/ lodged in full before the closing date and time, in a sealed envelope;

Tenders may be submitted electronically through the Shire of Ashburton's TenderLink portal at [www.tenderlink.com/ashburton](http://www.tenderlink.com/ashburton)

Tenders can also be submitted in hard copy in a sealed envelope clearly marked with the Tender name and number and lodged in person at the Administration Centre, Poinciana Street or posted through Australia Post. All Submissions must be marked as follows:

**Strictly Private & Confidential – RFT XX/14**

**“Lot 16 (Portion Lot 9000) Onslow Road, Onslow”**

**Poinciana Street**

**PO Box 567**

**TOM PRICE WA 6751**

### **Closing Date and Time for Request for Tender Submissions**

Request for Tender submissions close on XXX.

### **Opening of Tenders**

Public opening of the Tenders will take place at XX.

Proposals must be uploaded back to the Tenders WA website. The time for the lodging of Proposals is:

Time: XX

Date:

Place: Shire of Ashburton Tender Box

Proposals submitted by mail, facsimile or e-mail means or delivered to the Council's Tender Box will not be accepted.

## **4.4 Late Lodgement**

Submissions received:

- a) after the Closing Date; or
- b) in a place other than that stipulated in this Request for Tender;

will not be accepted for evaluation.

## Section 5: General Terms and Conditions

This section contains the terms and conditions of this EOI.

### 5.1 Disclaimer

The Proponent, by lodging a Proposal, acknowledges and agrees with the Shire of Ashburton that:

- a) the Shire of Ashburton, its Councillors, employees, consultants and contractors make no representation or warranty as to the accuracy or completeness of information and statements contained in this document, including appendices, or in other documents referred to in this Request for Tender or any other documents or communications issued or made in respect to the Project;
- b) there may be other documents and information available to the Shire of Ashburton and its officers, employees, consultants and contractors and which may be relevant to the Property, but which have not been provided or to which no reference has been made in, or in connection with, this Request for Tender; and
- c) the Proponent releases the Shire of Ashburton, its respective officers, employees, consultants and contractors from all liability for any loss, cost or expense of any kind suffered or which may be suffered by the Proponent arising directly or indirectly from any omission in, inaccuracy or incompleteness of, the Request for Tender information.

### 5.2 Reference Documents

- a) Australian Standard Code of Tendering AS 4120 – 1994 (in the event of there being any conflict or inconsistency between AS 4120 and the Conditions of Tendering contained in this request: the terms and conditions appearing in this EOI must have precedence).
- b) Local Government Act 1995;
- c) Local Government (Function & General) Regulations 1996;
- d) Occupational Safety & Health Act 1994 (State);
- e) Occupational Safety & Health Regulations 1996 (State);
- f) Freedom of Information Act 1992; and
- g) Public Disclosure Act 2003.

### 5.3 Agreement by Proponent

In submitting a Proposal, the Proponent agrees that:

- a) it will comply with these Request for Tender conditions;
- b) all information in its Proposal and in relation to its Proposal is true and correct;
- c) it will promptly inform the Shire of Ashburton of any material change to any information provided by the Proponent in its Proposal or any event that would potentially have an impact on the financial position and capacity of the Proponent to carry out the obligations as outlined in the Proponents Proposal;
- d) it has examined and understood this Request for Tender, each addendum issued under this Request for Tender, any applicable Request for Tender conditions and any other information available to the Proponent in respect of this Request for Tender;
- e) it does not rely on any warranty or representation of the Shire of Ashburton or any party actually or ostensibly acting on behalf of the Shire of Ashburton;

- f) it will pay its own costs and expenses in connection with:
  - i. the preparation and submission of its Proposal; and
  - ii. any discussions, enquiries or negotiations with, or provision or consideration of further information to, the Shire of Ashburton, whether before or after the submission of its Proposal, irrespective of whether its Proposal is accepted or not;
  - iii. it must maintain complete confidentiality with respect to its Proposal(s) and must not seek any details or information in respect of competing Proposals.

## **5.4 Shire of Ashburton's Rights**

- a) The Shire of Ashburton reserves the right, at any time and from time to time, to cancel, vary, supplement, supersede or replace this Request for Tender or any part of this Request for Tender.
- b) If the Request for Tender cancels, varies, supplements, supersedes or replaces this Request for Tender, then:
  - i. the Shire of Ashburton will advise each Proponent that this Request for Tender has been cancelled, varied, supplemented, superseded or replaced; and
  - ii. the Proponent shall not have any recourse against the Shire of Ashburton whatsoever including for claims for any costs or expenses incurred up to and including the date that this Request for Tender or any part of this Request for Tender is cancelled, varied, supplemented, superseded or replaced.
- c) The Shire of Ashburton reserves the right to procure external experts to interrogate information supplied by Proponents and assist in the evaluation of the Submissions under the conditions and specifications of this Request for Tender.
- d) The Shire of Ashburton is under no obligation to accept any Proposal and may reject any Proposal, in its absolute discretion.

## **5.5 Identity of the Proponent**

The identity of the Proponent is fundamental to the Shire of Ashburton. The Proponent shall be the person, persons, corporation or corporations named in the Offer Form and Schedule 1 to this Request for Tender.

## **5.6 Conflicts of Interest**

- a) The Proponent must notify the Shire of Ashburton promptly upon becoming aware of any actual, potential or perceived conflict of interest arising in respect of the Proponent, any of its consortium members or the employees, agents, consultants or contractors of the Proponent or any of its consortium members.
- b) If the Shire of Ashburton determines that a conflict of interest has arisen, or is likely to arise, in respect of any particular Proponent, any of its consortium members or its employees, agents, consultants or contractors or any of its consortium members, then the Proponent must take whatever action is required to resolve or manage that conflict of interest.
- c) If the Proponent is unable or unwilling to resolve or manage the conflict of interest to the reasonable satisfaction of the Shire of Ashburton, the Shire of Ashburton reserves the right to exclude the Proponent from this Request for Tender and reject the Proponent's Proposal.

## **5.7 Canvassing Project Officials or Representatives of the Shire of Ashburton**

If a Proponent, whether personally or by an agent, canvasses Shire of Ashburton Elected Members, any of the Shire of Ashburton's Officers or Consultants associated with this Request for Tender with a view to influencing the acceptance of any Proposal, then regardless of such canvassing having any influence on the acceptance of such Proposal, the Shire of Ashburton may at its discretion omit the Proponent from further consideration.

The Proponent must not, without the prior written consent of the Shire of Ashburton, directly or indirectly approach or communicate with any officer, employee or consultant of the Shire of Ashburton in connection with this Request, with respect to:

- a) an offer of employment; or
- b) availability of employment with the Proponent or any related entity.

The Proponent must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of the Shire of Ashburton in connection with this Request for Tender.

## **5.8 Proposal Validity Period**

All Proposals will remain valid and open for acceptance for a minimum period of ninety (90) days from the Closing Date or forty-five (45) days from the Council's resolution for determining the Proposal, whichever is the later unless extended on mutual agreement between the Shire of Ashburton and the Proponent in writing.

## **5.9 Ownership of Submissions**

All documents, materials, articles and information submitted by the Proponent as part of or in support of a Proposal shall become upon submission the absolute property of the Shire of Ashburton and will not be returned to the Proponent at the conclusion of the Evaluation process provided that the Proponent shall be entitled to retain copyright and other intellectual property rights therein.



## **TENDER OFFER**

### **TENDER NUMBER: XX/14**

**Lot 16 (PORTION LOT 9000) ONSLOW ROAD,  
ONSLOW WA**

Shire of Ashburton  
Poinciana Street  
Tom Price WA 6751

Postal Address  
PO Box 567  
T: (08) 9188 4444  
F: (08) 9189 2252  
[www.ashburton.wa.gov.au](http://www.ashburton.wa.gov.au)

## 6.0 OFFER

### 6.1 OFFER FORM

The Chief Executive Officer  
Shire of Ashburton  
246 Poinciana Street WA 6751

I/We (Registered Entity Name) \_\_\_\_\_  
(BLOCK LETTERS)

of \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail (if any): \_\_\_\_\_

#### **In response to RFT XX/14 Sale of Land, Lot 16 (Portion Lot 9000) Onslow Road Onslow**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

**PART 6**

**COMPLETE AND RETURN THIS PART**

Name of authorised signatory: \_\_\_\_\_

**(BLOCK LETTERS)**

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_



**OPTION 1 – Offer to Purchase with Special Conditions****Select**☐

1. The Buyer acknowledges and agrees that:
- a) Development plans and an estimate of development timeframes are to be submitted as a part of the tender document.
  - b) Purchaser to install and supply the connection of water, power and communications to the Terminal Site
  - c) Settlement timeframe -

Buyer/s nominated solicitor/settlement agent:

.....  
(Name)

.....  
(Address)

.....  
(Telephone)

.....  
(Facsimile)

The Buyer(s) acknowledges that they have read and understood the Shire of Ashburton's Particulars and Conditions for the Sale of Land By Tender and the Conditions and agree to be bound by all of these terms.

Buyer/s Initials: .....

**OPTION 2 – Cash Offer – No Conditions**

Select

☐

Cash Offer .....

Buyer/s nominated solicitor/settlement agent:

.....  
(Name).....  
(Address).....  
(Telephone).....  
(Facsimile)

The Buyer(s) acknowledges that they have read and understood the Shire of Ashburton's Particulars and Conditions for the Sale of Land By Tender and the Conditions and agree to be bound by all of these terms.

Buyer/s Initials: .....

**SCHEDULE****Description of Land**

Portion of Lot 16 (Portion Lot 9000) Onslow Road, Onslow – the Property

**Purchase Price**

Price for land as described above \$.....(inclusive of GST)

**Settlement Date**

The latter of thirty five (35) days from the date of acceptance of this Offer by Shire of Ashburton; and 21 days after the Shire notifies the Purchaser of the issue of Certificate of Title for the lot.

**Deposit**

A deposit of \$.....(representing 10% of the tendered Purchase Price) shall be paid within 5 business days of acceptance of the Tender Offer to be held by the Shire of Ashburton.

Buyer/s Initials .....

If the Land is to be purchased by an individual/individuals:

SIGNED by the Buyers(s).....

Witness.....

Date.....

SIGNED by the Buyers(s).....

Witness.....

Date.....

OR

If the Land is to be purchased by a company:

**EXECUTED** by

In accordance with section 127 of the)  
Corporations Act by or in the presence of)

.....  
Director/Sole Director

.....  
Director/Secretary

.....  
Name of Director/Sole Director (print)

.....  
Name of Director/Secretary (print)

.....  
Date

.....  
Date

**ACCEPTANCE OF OFFER BY THE SHIRE OF ASHBURTON**

THIS OFFER IS ACCEPTED on behalf of the **SHIRE OF ASHBURTON** by person(s) authorised by its Council in accordance with Part 4 Division 2 Regulation 18 of the Local Government Functions and General Regulations 1996.

.....  
Authorised Officer

.....  
Authorised Officer

.....  
Date

## 6.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

## 6.3 ORGANISATIONAL PROFILE

Complete and attach a signed copy of the Offer Form.	"Offer Form"	Tick attached <input type="checkbox"/> if
Attach a copy of your organisation structure and provide background information on your company and label it " <b>Organisation Structure</b> ".	"Organisation Structure"	Tick attached <input type="checkbox"/> if
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it " <b>ASIC Company Extracts</b> ".	"ASIC Company Extracts"	Tick attached <input type="checkbox"/> if

## 6.4 REFEREES

Attach details of your referees (minimum of two (2)), and label it "Referees". You should give examples of work provided for your referees where possible.	"Referees"	Tick attached <input type="checkbox"/> if
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## 6.5 AGENTS

Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it " <b>Agents</b> ".	"Agents"	Tick attached <input type="checkbox"/> if

## 6.6 TRUSTS

Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled " <b>Trusts</b> ": a) give the name of the trust and include a copy of the trust deed (and any related documents); and b) if there is no trust deed, provide the names and addresses of beneficiaries.	"Trusts"	Tick attached <input type="checkbox"/> if

## 6.7 SUBCONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled <b>“Subcontractors”</b> provide details of the subcontractor(s) including: a) the name, address and the number of people employed; and b) the Requirements that will be subcontracted.	“Subcontractors”	Tick attached if <input type="checkbox"/>

## 6.8 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it <b>“Conflicts of Interest”</b> .	“Conflicts of Interest”	Tick attached if <input type="checkbox"/>

## 6.9 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, you may be requested to provide a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant ( <b>“Financial Position”</b> )	“Financial Position”	Tick attached if <input type="checkbox"/>

## 6.10 PROJECT MANAGEMENT METHODOLOGY

<p>Provide an overview of the methodology and approach to carrying out the works by providing.</p> <ul style="list-style-type: none"> <li>• Construction program demonstrating how the Contract timeframe will be met (where applicable), including key performance indicators.</li> <li>• Reporting and recording systems to be used.</li> <li>• A written construction methodology.</li> <li>• Summary of the key risks that may impact on how the works are delivered and how these risks will be managed.</li> <li>• Warranties and guarantees provided.</li> <li>• Any other information.</li> </ul> <p>Supply details in an attachment and label it <b>"Methodology"</b>.</p>	<p>"Methodology"</p>	<p>Tick attached <input type="checkbox"/> if</p>
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## 6.11 INSURANCE COVERAGE

<p>The insurance requirements for this Request are stipulated in XXX. Tenderers are to supply evidence of their insurance coverage in the summary format as outlined below with copies of Certificates of Currency as an attachment labelled <b>"Insurance Coverage"</b>.</p>			<p>"Insurance Coverage"</p> <p>Tick if attached <input type="checkbox"/></p>	
Type	Insurer Broker	Policy Number	Value (\$)	Expiry Date
Public Liability				
Workers Compensation				

## 6.12 QUALITY ASSURANCE

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled <b>"Quality Assurance"</b> .	<p>"Quality Assurance"</p>	<p>Tick attached <input type="checkbox"/> if</p>

**6.13 ADDENDA ACKNOWLEDGEMENT**

Attach signed copies of addenda issued by the Principal (if applicable) and label it “ <b>Addenda Acknowledgement</b> ”.	“Addenda Acknowledgement”	Tick if attached <input type="checkbox"/>
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**6.14 CRITICAL ASSUMPTIONS**

Specify any assumptions made that are critical to the Tender and attach and label it “ <b>Critical Assumptions</b> ”.  Proponents are to advise of their intent to provide road access in accordance with the Western Australian Planning Commission approved plan of subdivision to the Onslow Airport as a requirement of satisfying this criteria.	“Critical Assumptions”	Tick if attached <input type="checkbox"/>
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## 6.15 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

<b>A) Price</b> Complete and attach a Price Schedule and label it “ <b>Pricing</b> ”.	<b>Weighting</b> <b>40%</b>	
	<b>“Price”</b>	<b>Tick if attached</b> <input type="checkbox"/>

<b>B) Development Timeframe</b> The proposed development timeframe  Supply details in an attachment and label it “ <b>Development Timeframe</b> ”	<b>Weighting</b> <b>40%</b>	
	<b>“Development Timeframe”</b>	<b>Tick if attached</b> <input type="checkbox"/>

<b>C) Demonstrated Capacity</b> Demonstrate and proven capacity to deliver the development within the specified timeframes and specified development guidelines.  The track record of the company or individuals. <ul style="list-style-type: none"> <li>• Demonstrated evidence of the quality of past work within the industry.</li> <li>• Demonstrated evidence of competency, cooperation and sound judgement in past projects.</li> </ul> Supply details in an attachment and label it “ <b>Demonstrated Capacity</b> ”	<b>Weighting</b> <b>10%</b>	
	<b>“Demonstrated capacity”</b>	<b>Tick if attached</b> <input type="checkbox"/>

<b>D) Relevant Experience</b> Demonstrate experience and skill in all aspects of projects of a similar nature displaying high quality outcomes, with emphasis on provision of similar practices as detailed in the specification.	<b>Weighting 10%</b>	
<ul style="list-style-type: none"> <li>• Provide details of each project including relevant details, project budget and facilities provided.</li> <li>• Include photo records and location details of each project.</li> <li>• Provide the scope of the Tenderer's involvement including details of outcomes.</li> </ul> Supply details in an attachment and label it " <b>Qualitative Criteria – Relevant Experience</b> "	<b>"Relevant Experience"</b>	<b>Tick if attached</b> <input type="checkbox"/>

## Attachments

This is a list of the Attachments referred to within the Request for Tender;

<b>Attachment 1</b>	<b>Conditions of Approval as established by the Western Australian Planning Commission with respect to the approved plan of subdivision.</b>
<b>Attachment 2</b>	<b>Correspondence from the Water Corporation in response to Conditions of Approval imposed by the Western Australian Planning Commission.</b>
<b>Attachment 3</b>	<b>Correspondence from Horizon Power in response to Conditions of Approval imposed by the Western Australian Planning Commission.</b>
<b>Attachment 4</b>	<b>Correspondence from the Department of Fire and Emergency Services in respect to unexploded ordinance at the subject Property.</b>
<b>Attachment 5</b>	<b>Heritage areas defined as a result of the survey of the Property in conjunction with the Traditional Owners of the land, the Thalanyji people subsequently subject to survey and incorporated into the subdivision conditional approval by the Western Australian Planning Commission.</b>
<b>Attachment 6</b>	<b>Copy of the Certificate of Title Volume 2192 Folio 847 applicable to the subject Property.</b>

•



## ATTACHMENT 1 – Conditions of Approval



14 NOV 2013

Your Ref :  
Enquiries : Deanne Sheppard (Ph 9892 7309)

Whelans Australia Pty Ltd  
P O Box 99  
MOUNT HAWTHORN WA 6915

### Approval Subject To Condition(s) Freehold (Green Title) Subdivision

Application No : 148599

#### *Planning and Development Act 2005*

Applicant	:	Whelans Australia Pty Ltd P O Box 99 MOUNT HAWTHORN WA 6915
Owner	:	Shire Of Ashburton P O Box 567 TOM PRICE WA 6751
Application Receipt	:	14 August 2013

Lot Number	:	16
Diagram / Plan	:	DP 161140
Location	:	-
C/T Volume/Folio	:	2192/847
Street Address	:	Onslow Road, Onslow
Local Government	:	Shire of Ashburton

The Western Australian Planning Commission has considered the application referred to and is prepared to endorse a deposited plan in accordance with the plan date-stamped 14 August 2013 once the condition(s) set out have been fulfilled.

This decision is valid for four years from the date of this advice, which includes the lodgement of the deposited plan within this period.

The deposited plan for this approval and all required written advice confirming that the requirement(s) outlined in the condition(s) have been fulfilled must be submitted by 11 November 2017 or this approval no longer will remain valid.

140 William Street, Perth, Western Australia 6000, Locked Bag 2506 Perth, 6001  
Tel: (08) 6551 9000; Fax: (08) 6551 9001; Infoline: 1800 626 477  
e-mail: corporate@planning.wa.gov.au; web address <http://www.planning.wa.gov.au>  
ABN 35 482 341 493



### **Reconsideration - 28 days**

Under section 151(1) of the *Planning and Development Act 2005*, the applicant/owner may, within 28 days from the date of this decision, make a written request to the WAPC to reconsider any condition(s) imposed in its decision. One of the matters to which the WAPC will have regard in reconsideration of its decision is whether there is compelling evidence by way of additional information or justification from the applicant/owner to warrant a reconsideration of the decision. A request for reconsideration is to be submitted to the WAPC on a Form 3A with appropriate fees. An application for reconsideration may be submitted to the WAPC prior to submission of an application for review. Form 3A and a schedule of fees are available on the WAPC website: <http://www.planning.wa.gov.au>

### **Right to apply for a review - 28 days**

Should the applicant/owner be aggrieved by this decision, there is a right to apply for a review under Part 14 of the *Planning and Development Act 2005*. The application for review must be submitted in accordance with part 2 of the *State Administrative Tribunal Rules 2004* and should be lodged within 28 days of the date of this decision to: the State Administrative Tribunal, 12 St Georges Terrace, Perth, WA 6000. It is recommended that you contact the tribunal for further details: telephone 9219 3111 or go to its website: <http://www.sat.justice.wa.gov.au>

### **Deposited plan**

The deposited plan is to be submitted to the Western Australian Land Information Authority (Landgate) for certification. Once certified, Landgate will forward it to the WAPC. In addition, the applicant/owner is responsible for submission of a Form 1C with appropriate fees to the WAPC requesting endorsement of the deposited plan. A copy of the deposited plan with confirmation of submission to Landgate is to be submitted with all required written advice confirming compliance with any condition(s) from the nominated agency/authority or local government. Form 1C and a schedule of fees are available on the WAPC website: <http://www.planning.wa.gov.au>

### **Condition(s)**

The WAPC is prepared to endorse a deposited plan in accordance with the plan submitted once the condition(s) set out have been fulfilled.

The condition(s) of this approval are to be fulfilled to the satisfaction of the WAPC.

The condition(s) must be fulfilled before submission of a copy of the deposited plan for endorsement.

The agency/authority or local government noted in brackets at the end of the condition(s) identify the body responsible for providing written advice confirming that the WAPC's requirement(s) outlined in the condition(s) have been fulfilled. The written advice of the agency/authority or local government is to be obtained by the applicant/owner. When the written advice of each identified agency/authority or local government has been obtained, it should be submitted to the WAPC with a Form 1C and appropriate fees and a copy of the deposited plan.

140 William Street, Perth, Western Australia 6000, Locked Bag 2506 Perth, 6001  
Tel: (08) 6551 9000; Fax: (08) 6551 9001; Infoline: 1800 626 477  
e-mail: [corporate@planning.wa.gov.au](mailto:corporate@planning.wa.gov.au); web address <http://www.planning.wa.gov.au>  
ABN 35 482 341 493





If there is no agency/authority or local government noted in brackets at the end of the condition(s), a written request for confirmation that the requirement(s) outlined in the condition(s) have been fulfilled should be submitted to the WAPC, prior to lodgement of the deposited plan for endorsement.

Prior to the commencement of any subdivision works or the implementation of any condition(s) in any other way, the applicant/owner is to liaise with the nominated agency/authority or local government on the requirement(s) it considers necessary to fulfil the condition(s).

The applicant/owner is to make reasonable enquiry to the nominated agency/authority or local government to obtain confirmation that the requirement(s) of the condition(s) have been fulfilled. This may include the provision of supplementary information. In the event that the nominated agency/authority or local government will not provide its written confirmation following reasonable enquiry, the applicant/owner then may approach the WAPC for confirmation that the condition(s) have been fulfilled.

In approaching the WAPC, the applicant/owner is to provide all necessary information, including proof of reasonable enquiry to the nominated agency/authority or local government.

The condition(s) of this approval, with accompanying advice, are:

CONDITIONS:

1. Arrangements being made with the Water Corporation so that provision of a suitable water supply service will be available to the lots shown on the approved plan of subdivision. (Water Corporation)
2. Arrangements being made to the satisfaction of the Western Australian Planning Commission and to the specification of Horizon Power for the provision of an underground electricity supply to the lot(s) shown on the approved plan of subdivision. (Horizon Power)
3. The transfer of land as a Crown reserve free of cost to Horizon Power for the provision of electricity supply infrastructure. (Horizon Power)
4. Arrangements being made to the satisfaction of the Western Australian Planning Commission and to the specifications of Horizon Power for the provision of necessary electricity easements to the lots. (Horizon Power)
5. Arrangements being made to the satisfaction of the WAPC and to the specification of Horizon Power for the removal, relocation and/or replacement of electricity supply infrastructure, including plant and/or equipment located on or near the lots shown on the approved plan of subdivision. (Horizon Power)

140 William Street, Perth, Western Australia 6000, Locked Bag 2506 Perth, 6001  
Tel: (08) 6551 9000; Fax: (08) 6551 9001; Infoline: 1800 626 477  
e-mail: corporate@planning.wa.gov.au; web address <http://www.planning.wa.gov.au>  
ABN 35 482 341 493

6. The landowner/applicant is to prepare, have approved by the DFES and implement a detailed plan demonstrating the location and capacity of fire emergency infrastructure to the satisfaction of the Western Australian Planning Commission. (DFES)
7. Engineering drawings and specifications are to be submitted, approved, and works undertaken in accordance with the approved engineering drawings, specifications and approved plan of subdivision, for grading and/or stabilisation of the site to ensure that:
  - a) lots can accommodate their intended use; and
  - b) finished ground levels at the boundaries of the lot(s) the subject of this approval match or otherwise coordinate with the existing and/or proposed finished ground levels of the land abutting. (Local Government)
8. The land being filled, stabilised, drained and/or graded as required to ensure that:
  - a) lots can accommodate their intended development; and
  - b) finished ground levels at the boundaries of the lot(s) the subject of this approval match or otherwise coordinate with the existing and/or proposed finished ground levels of the land abutting; and
  - c) stormwater is contained on-site, or appropriately treated and connected to the local drainage system. (Local Government)
9. Prior to the commencement of subdivisional works, an urban water management plan is to be prepared and approved, in consultation with the Department of Water, consistent with any approved Local Water Management Strategy. (Local Government)
10. Engineering drawings and specifications are to be submitted and approved, and works undertaken in accordance with the approved engineering drawings and specifications and approved plan of subdivision, for the filling and/or draining of the land, including ensuring that stormwater is contained on-site, or appropriately treated and connected to the local drainage system. Engineering drawings and specifications are to be in accordance with an approved Urban Water Management Plan (UWMP) for the site, or where no UWMP exists, to the satisfaction of the Western Australian Planning Commission. (Local Government)
11. Prior to the commencement of subdivisional works, the landowner/applicant is to provide a pre-works geotechnical report certifying that the land is physically capable of development or advising how the land is to be remediated and compacted to ensure it is capable of development; and, in the event that remediation works are required, the landowner/applicant is to provide a post geotechnical report certifying that all subdivisional works have been carried out in accordance with the pre-works geotechnical report. (Local Government)
12. Suitable arrangements being made for connection of the land to the comprehensive district drainage system at the landowner/applicant's cost. (Local Government)



13. Drainage easements and reserves as may be required by the local government for drainage infrastructure being shown on the diagram or plan of survey (deposited plan) as such, granted free of cost, and vested in that local government under Sections 152 and 167 of the *Planning and Development Act 2005*. (Local Government)
14. A management plan detailing how risk of erosion and sedimentation impacts into nearby water bodies will be minimised during subdivision is to be:
  - a) prepared by the landowner/applicant and approved prior to the commencement of subdivisional works; and
  - b) implemented during subdivisional works. (Local Government)
15. Arrangements being made to the satisfaction of the Western Australian Planning Commission for the filling and/or capping of any bores and/or wells, or the identification of any bore and/or well to be retained on the land. (Local Government)
16. The proposed reserve(s) shown on the approved plan of subdivision being shown on the diagram or plan of survey (deposited plan) as reserve(s) for Indigenous Heritage and vested in the Crown under Section 152 of the *Planning and Development Act 2005*, such land to be ceded free of cost and without any payment of compensation by the Crown. (Local Government)
17. Engineering drawings and specifications are to be submitted, approved, and subdivisional works undertaken in accordance with the approved plan of subdivision, engineering drawings and specifications, to ensure that those lots not fronting an existing road are provided with frontage to a constructed road(s) connected by a constructed road(s) to the local road system and such road(s) are constructed and drained at the landowner/applicant's cost. As an alternative, and subject to the agreement of the Local Government the Western Australian Planning Commission (WAPC) is prepared to accept the landowner/applicant paying to the local government the cost of such road works as estimated by the local government and the local government providing formal assurance to the WAPC confirming that the works will be completed within a reasonable period as agreed by the WAPC. (Local Government)
18. Engineering drawings and specifications are to be submitted and approved, and satisfactory arrangements being made for subdivisional works to be undertaken in accordance with the approved plan of subdivision and engineering drawings and specifications, for the construction of full earthworks, carriageway and drainage facilities. (Local Government)
19. The landowner/applicant shall provide a written undertaking to the satisfaction of the Western Australian Planning Commission to advise prospective purchasers of the provisions of the local government's local planning scheme that relate to the use and management of the land. (Local Government)



20. A Notification, pursuant to Section 165 of the *Planning and Development Act 2005* is to be placed on the certificate(s) of title of the proposed vacant lot(s) advising of the existence of a hazard or other factor. Notice of this notification is to be included on the diagram or plan of survey (deposited plan). The notification is to state as follows:  
  
*'This land is situated in the vicinity of Onslow Solar Salt, and is currently affected, or may in the future, be affected by operating noise. Further information about noise from the Onslow Solar Salt operations including development restrictions and noise insulation requirements of noise-affected properties, are available on request from the relevant local government offices.'* (Western Australian Planning Commission)
21. A restrictive covenant, to the benefit of the Shire of Ashburton pursuant to Section 129BA of the *Transfer of Land Act 1893* is to be placed on the certificate(s) of title of the proposed lot(s) advising of the existence of a restriction on the use of the land. Notice of this restriction is to be included on the diagram or plan of survey (deposited plan). The restrictive covenant is to state as follows:  
  
*'No building shall exceed 8 metres in height measured from natural ground level to the highest point of any building.'* (Local Government)
22. A restrictive covenant, to the benefit of the Shire of Ashburton pursuant to Section 129BA of the *Transfer of Land Act 1893* is to be placed on the certificate(s) of title of the proposed lot(s) advising of the existence of a restriction on the use of the land. Notice of this restriction is to be included on the diagram or plan of survey (deposited plan). The restrictive covenant is to state as follows:  
  
*'This lot will not be connected to a reticulated sewerage system. Uses that require connection to a reticulated sewerage disposal system will not be permitted by the local government unless it is satisfied that the proposed use will not create a level or type of effluent which cannot be adequately and safely be disposed of on-site.'* (Local Government)
23. Pursuant to Section 150 of the *Planning and Development Act 2005* and Division 3 of the *Planning and Development Regulations 2009* a covenant preventing vehicular access onto Onslow Mount Stewart Road being lodged on the certificate(s) of title of the proposed lot(s) 1-10 (inclusive) at the full expense of the landowner/applicant. The covenant is to specify: *'No vehicular access is permitted from Onslow Road'*. (Local Government)
24. All local streets within the subdivision being truncated in accordance with the Western Australian Planning Commission's *DC 4.1 Industrial Subdivision*. (Local Government)
25. A notification, pursuant to Section 165 of the *Planning and Development Act 2005* is to be placed on the certificates of title of the proposed lot(s) advising of the existence of a hazard or other factor. Notice of this notification is to be included on the diagram or plan of survey (deposited plan). The notification is to state as follows:



*'This lot is in close proximity to known mosquito breeding areas. The predominant mosquito species is known to carry viruses and other diseases.'* (Western Australian Planning Commission)

26. Acid sulphate soils assessment and management plan. An acid sulphate soils self-assessment form and, if required as a result of the self-assessment, an acid sulphate soils report and an acid sulphate soils management plan shall be submitted to and approved by the Department of Environment Regulation before any subdivision works or development are commenced. Where an acid sulphate soils management plan is required to be submitted, all subdivision works shall be carried out in accordance with the approved management plan. (Department of Environment Regulation)
27. A notification, pursuant to Section 70A of the Transfer of Land Act 1893 is to be placed on the certificate(s) of title of the proposed lot(s). Notice of this notification is to be included on the diagram or plan of survey (deposited plan). The notification is to state as follows: 'A network electricity supply is not available to the lots.' (Local Government)
28. Engineering drawings and specifications are to be submitted and approved, and subdivisional works undertaken in accordance with the approved plan of subdivision, engineering drawings and specifications to ensure that:
  - a) street lighting is installed on all new subdivisional roads to the standards of the relevant licensed service provider.
  - b) roads that have been designed to connect with existing or proposed roads abutting the subject land are coordinated so the road reserve location and width connect seamlessly.
  - c) temporary turning areas are provided to those subdivisional roads that are subject to future extension.
  - d) embayment parking is provided to the specification of the Local Government, to the satisfaction of the Western Australian Planning Commission. (Local Government)

ADVICE:

1. With regard to Condition 1, due to the limitations in the water schemes within the Onslow townsite, ultimate development of the land is dependent on the delivery of headworks infrastructure.
2. In regard to Condition 1, the landowner/applicant shall make arrangements with the Water Corporation for the provision of the necessary services. On receipt of a request from the landowner/applicant, a Land Development Agreement under Section 67 of the *Water Agencies (Powers) Act 1984* will be prepared by the Water Corporation to document the specific requirements for the proposed subdivision.
3. In regard to Condition 3, Horizon Power provides only one underground point of electricity supply per freehold lot.

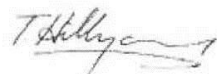
140 William Street, Perth, Western Australia 6000, Locked Bag 2506 Perth, 6001  
Tel: (08) 6551 9000; Fax: (08) 6551 9001; Infoline: 1800 626 477  
e-mail: corporate@planning.wa.gov.au; web address <http://www.planning.wa.gov.au>  
ABN 35 482 341 493



4. The Department of Fire and Emergency Services (DFES) advises that historical research has revealed that during the past 100 years, former elements of the Australian Defence Forces may have conducted training and/or operational activities within or close to the area of the proposed subdivision. It is possible that as a result of these activities, the subject area may contain unexploded ordnance (UXO). Whilst it is considered that the possible risk from UXO on the land subject to this approval is minimal, an absolute guarantee that the area is free from UXO cannot be given. Should, during subdivisional works, or at any other time, a form or suspected form of UXO be located, DFES has advised that the following process should be initiated:
- do not disturb the site of the known or suspected UXO;
  - without disturbing the immediate vicinity, clearly mark the site of the UXO;
  - notify Police of the circumstances/situation as quickly as possible; and
  - maintain a presence near the site until advised to the contrary by a member of the WA Police Service or Defence Forces.

Further advice on this issue may be obtained by contacting the Unexploded Ordnance Unit, Department of Fire and Emergency Services.

5. Condition 9 has been imposed in accordance with *Better Urban Water Management Guidelines (WAPC 2008)*. Further guidance on the contents of urban water management plans is provided in *'Urban Water Management Plans: Guidelines for preparing and complying with subdivision conditions' (Department of Water 2008)*.
6. In regard to Conditions 17, 18 and 28 the landowner/applicant is advised that the road reserves, including any constructed carriageways, laneways, truncations, footpaths/dual use paths and car embayments, are to be generally consistent with the approved plan of subdivision.
7. The landowner/applicant and the local government are advised to refer to the Institute of Public Works Engineering Australia Local Government Guidelines for Subdivisional Development (current edition). The guidelines set out the minimum best practice requirements recommended for subdivision construction and granting clearance of engineering conditions imposed.
8. Condition 26 makes reference to an 'acid sulphate soils self-assessment form'. This form can be downloaded from the Western Australian Planning Commission's website at: [www.planning.wa.gov.au](http://www.planning.wa.gov.au). The 'acid sulphate soils self-assessment form' makes reference to the Department of Environment and Conservation's 'Identification and Investigation of Acid Sulphate Soils' guideline. This guideline can be obtained from the Department of Environment and Conservation's website at: [www.dec.wa.gov.au](http://www.dec.wa.gov.au).



Tim Hillyard  
Secretary  
Western Australian Planning Commission  
11 November 2013

## ATTACHMENT 2 – Correspondence from the Water Corporation

[watercorporation.com.au](http://watercorporation.com.au)

**Development  
Services**

629 Newcastle Street  
Leederville WA 6007

PO Box 100  
Leederville WA 6902

**T** (08) 9420 2099  
**F** (08) 9420 3193

Your Ref: 147238  
Our Ref: JT1 2010 07947 V01  
Enquiries: John Todd  
Telephone: 9420 2092



17 July 2013

HQ Management Pty Ltd  
PO Box 8787  
Perth Business Centre  
PERTH WA 6000

Attention: Andrew Harvey

**Water Corporation Water Services to proposed LIA Subdivision, Onslow Road, Onslow**

I refer to your email of 8 July 2013 and your meeting with David Juers and Mark Busher on 8 July 2013.

I confirm our commitment to support the creation of 25 lots, being the first stage of the proposed Onslow Industrial Estate.

The Corporation will be in a position to consider ability to serve further stages in November 2013. This will follow our ongoing monitoring of capacity of the water supply scheme and water usage together with the level of infill development and building activity within Onslow.

Please contact myself, should you require further clarification of any of the above.

Regards,

A handwritten signature in blue ink, appearing to read "John Todd", written over a horizontal line.

John Todd  
A/MANAGER DEVELOPMENT SERVICES

ABN 28 003 434 917



## ATTACHMENT 3 - Correspondence from Horizon Power



Administration Centre  
18 Brodie Hall Drive  
Technology Park  
Bentley WA 6102  
PO Box 1066 Bentley DC WA 6983  
Telephone (08) 6310 1000  
Facsimile (08) 6310 1010  
[www.horizonpower.com.au](http://www.horizonpower.com.au)



Enquiries: Maurice Ryan  
Telephone: 6310 1917

12 August 2013

Steve Ryan

Department of State Development

1 Adelaide Terrace

EAST PERTH WA 6004

Dear Steve,

I am writing to inform you of Horizon Power's activities in Onslow given the recent concerns raised by the Community Reference Group in relation to short-term infrastructure requirements of the town.

Horizon Power is intending to relocate a one megawatt mobile generator currently located at our Carnarvon Power Station. This is expected to be deployed to the existing Onslow Power Station to meet the forecasted summer peak of 2013/14.

This initial increase in generation is a part of a Project that will also install generation in 2014/15 and 2015/16. The Project is focused on delivering increased capacity to meet the growing demand resulting from Chevron's Wheatstone project and will have the added benefit of improving reliability of supply for the town.

Horizon Power is staging the installation of generation in line with its demand and energy forecast which includes LandCorp subdivisions as well as Shire of Ashburton developments at the Aerodrome Precinct. Horizon Power recently met with Shire representatives and defined capacity allocations for the precinct and in particular confirmed support for the proposed light industrial area subdivision.

Horizon Power intends on effectively managing the interim power solution for Onslow over the next three years as the town experiences unprecedented growth and is looking forward to a new power station providing Onslow safe and reliable power as of mid 2016.

If you have any questions please don't hesitate to contact me.

Yours sincerely,

Maurice Ryan  
Onslow Program Manager

## ATTACHMENT 4 - Correspondence from the Department of Fire and Emergency Services



Government of Western Australia  
Department of Fire & Emergency Services



IN REPLY, PLEASE QUOTE  
605-14-861

DFES UXO Services  
EM & Hazard Planning  
Telephone: (08) 9395 9541  
E-Mail: Andrew.Arnold@dfes.wa.gov.au

HQ Management  
PO Box 8787  
Perth Business Centre WA 6849

Attention: Mr A Harvey

Dear Andrew

### **UNEXPLODED ORDNANCE HAZARD REDUCTION OPERATIONS: PART LOT 16 ONSLOW ROAD, ONSLOW – STAGES 1 & 2**

I refer to condition 7a of the Western Australian Planning Commission's Condition of Development 147238 dated 7 April 2013.

Stages 1 & 2 as shown on Deposited Plan 161140 and attached TPG drawing of Subdivision Plan has been subjected to an extensive investigative search for unexploded ordnance by an accredited UXO Contractor to a standard where it is DFES UXO opinion that Condition 7a has now been met. As no evidence of explosive ordnance activity was located within the stage 1 & 2 area, it is also DFES UXO opinion that condition 7b and 7c are no longer applicable.

Despite the extensive search however, no guarantee can be given by this Office that the land is completely free from UXO. Should a known or suspected UXO be located during subdivision works or at any other time, it must be treated as dangerous, not handled or moved any further from its resting position and its location reported to the nearest Police as soon as possible.

A copy of a Warning concerning UXO is attached for your information.

Yours sincerely

Andrew Arnold  
DFES UXO Liaison Officer  
9 August 2013

#### Attachments:

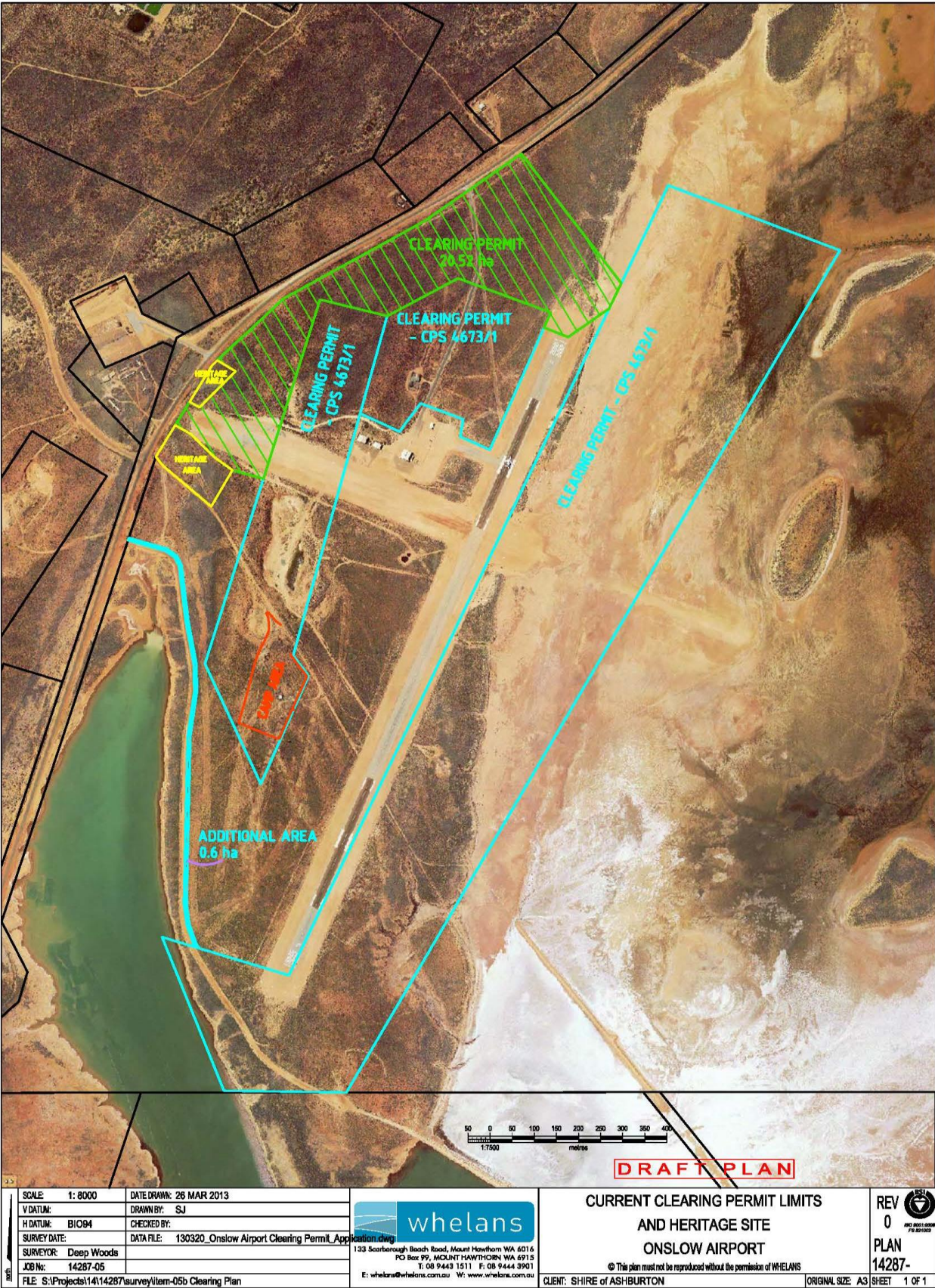
1. Warning Concerning Unexploded Ordnance (UXO)
2. UXO endorsed copy of Deposited Plan 161140 (x 3 pages)

Emergency Services Complex, 20 Stockton Bend, Cockburn Central WA 6164, PO Box P1174 Perth WA 6844  
Tel (08) 9395 9300 Fax (08) 9395 9384 dfes@dfes.wa.gov.au www.dfes.wa.gov.au

For Information:	Chairman	}	
	Western Australian Planning Commission	}	
	Locked Bag 2506	}	
	PERTH WA 6001	}	Less
		}	Attachments
	Chief Executive Officer	}	
	Shire of Ashburton	}	
	PO Box 567	}	
	TOM PRICE WA 6751	}	



ATTACHMENT 5 – Heritage Areas





## ATTACHMENT 6 – Certificate of Title

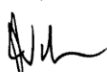


### RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

REGISTER NUMBER <b>16/DP161140</b>	
DUPLICATE EDITION <b>N/A</b>	DATE DUPLICATE ISSUED <b>N/A</b>

VOLUME **2192** FOLIO **847**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

  
REGISTRAR OF TITLES



#### LAND DESCRIPTION:

LOT 16 ON DEPOSITED PLAN 161140

#### REGISTERED PROPRIETOR: (FIRST SCHEDULE)

SHIRE OF ASHBURTON OF POST OFFICE BOX 567, TOM PRICE  
(A H434629 ) REGISTERED 3 MAY 2000

#### LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

1. THE LAND THE SUBJECT OF THIS CERTIFICATE OF TITLE EXCLUDES ALL PORTIONS OF THE LOT DESCRIBED ABOVE EXCEPT THAT PORTION SHOWN IN THE SKETCH OF THE SUPERSEDED PAPER VERSION OF THIS TITLE.
2. G986384 EASEMENT TO WATER CORPORATION. SEE INSTRUMENT G986384. REGISTERED 22.12.1998.
3. \*1961857 CAVEAT BY WESTPAC BANKING CORPORATION AS TO PORTION ONLY. LODGED 22.7.2004.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
\* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

#### STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 2192-847 (16/DP161140).  
PREVIOUS TITLE: 1772-846.  
PROPERTY STREET ADDRESS: 16 ONSLOW RD, ONSLOW.  
LOCAL GOVERNMENT AREA: SHIRE OF ASHBURTON.

NOTE 1: A000001A LAND PARCEL IDENTIFIER OF ASHBURTON LOCATION 16 (OR THE PART THEREOF) ON SUPERSEDED PAPER CERTIFICATE OF TITLE CHANGED TO LOT 16 ON DEPOSITED PLAN 161140 ON 03-MAY-02 TO ENABLE ISSUE OF A DIGITAL CERTIFICATE OF TITLE.

END OF PAGE 1 - CONTINUED OVER

RECORD OF CERTIFICATE OF TITLE

REGISTER NUMBER: 16/DP161140

VOLUME/FOLIO: 2192-847

PAGE 2

NOTE 2: THE ABOVE NOTE MAY NOT BE SHOWN ON THE SUPERSEDED PAPER CERTIFICATE  
OF TITLE OR ON THE CURRENT EDITION OF DUPLICATE CERTIFICATE OF TITLE.

NOTE 3: M545684 DUP C/T NOT PRODUCED FOR DOCUMENT M545684

# INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Approval No B1191, should be used with appropriate headings. The boxed sections should only contain the words 'see page ...'
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

## NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio or Crown Lease number, to be stated.  
If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary.
2. **CAVEATOR**  
State full name of the Caveator.
3. State the address, or a number of a facsimile machine in Australia for service of the notice on the Caveator.
4. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietor/ Proprietors as shown on the Certificate of Title or Crown Lease and any address/addresses to which future notice can be sent.
5. Specify the Estate or interest claimed.
6. Specify the grounds on which claim is made.
7. State whether 'absolutely' or 'unless such instrument be expressed to be subject to the Caveator's claim', or 'until after notice of any intended registration or registered dealing to the Caveator at the address for service of notice'.
8. **CAVEATOR'S OR AGENT'S EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

*H.T.P.O.*

NOTICES TO BE SENT:

*2 10 Administration  
Grove, Perth  
Tom Hall*

1 961857 C

22 Jul, 2004 14:14:25 Perth



REG. \$ 77.00

## CAVEAT

LODGED BY **Minter Ellison**

ADDRESS Level 49 Central Park  
152-158 St George's Terrace  
PERTH WA 6000

PHONE NO. (08) 9429 7444

FAX NO. (08) 9429 7666

REFERENCE SAH:AJP 50-1197608  
IN PERSONAL/SARAH-BANKING  
FINANCEWEST/PACIFICWEST AIRCAVEAT  
NORWEST.DOC

ISSUING BOX NO. 119 *W*

PREPARED BY **Minter Ellison**

ADDRESS Level 49 Central Park  
152-158 St George's Terrace  
PERTH WA 6000

PHONE NO. 9429 7444 FAX NO. 9429 7666

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

*1/1*

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. <i>Lease</i>	Received items
2. <i>Deed</i>	
3. <i>Mortgage</i>	Nos. <i>3</i>
4. _____	
5. _____	
6. _____	Received Clerk <i>DA</i>

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



FORM APPROVAL  
No. B1195

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

AGREEMENT DATED 5/4/2002  
STAMPED \$10 \$37.85 (\$520)  
SIGNED *[Signature]*

## CAVEAT

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
The Leasehold interest over that part of Lot 16 on Deposited Plan 161140 as is hatched in black on the plan attached to this caveat.	Part	2192	847

### CAVEATOR (Note 2)

WESTPAC BANKING CORPORATION ABN 33 007 457 141

### ADDRESS OR FACSIMILE MACHINE NUMBER FOR SERVICE OF NOTICE ON CAVEATOR (Note 3)

109 St Georges Terrace, Perth, Western Australia

### REGISTERED PROPRIETOR (Note 4)

Shire of Ashburton of Post Office Box 567, Tom Price

### ESTATE OR INTEREST BEING CLAIMED (Note 5)

As equitable mortgagee

THE CAVEATOR claims an estate or interest as specified herein of the estate or interest of the abovenamed REGISTERED PROPRIETOR in the land described above BY VIRTUE OF (Note 6)

1. a Lease dated 5 September 2002 made between the Shire of Ashburton as Lessor and David Robert Kay Forrest as Lessee (Original Lessee) whereby the registered Proprietor leased the Premises to the Original Lessee for a term of 5 years commencing 1 October 2000.
2. a Deed of Assignment of Lease dated 30 June 2004 between the Registered Proprietor, the Original Lessee as Assignor, Eric John Roulston as Guarantor and Norwest Air Work Pty Ltd ACN 077 650 081 (Norwest) as the Assignee.
3. Mortgage by Way of Sub-Demise dated 30 June 2004 between Norwest as Mortgagor and the Caveator as Mortgagee, securing moneys owing by Norwest to the Caveator over Norwest's interest as lessee of the land described above.

And FORBIDS the registration of any instrument affecting the estate or interest (Note 7)

Unless such instrument be expressed to be subject to the Caveator's claim

Dated this 22 day of July 2004

### CAVEATOR OR HIS/HER AGENT SIGN HERE (Note 8)

MINTER ELLISON  
Solicitors and Agents for the  
Caveator

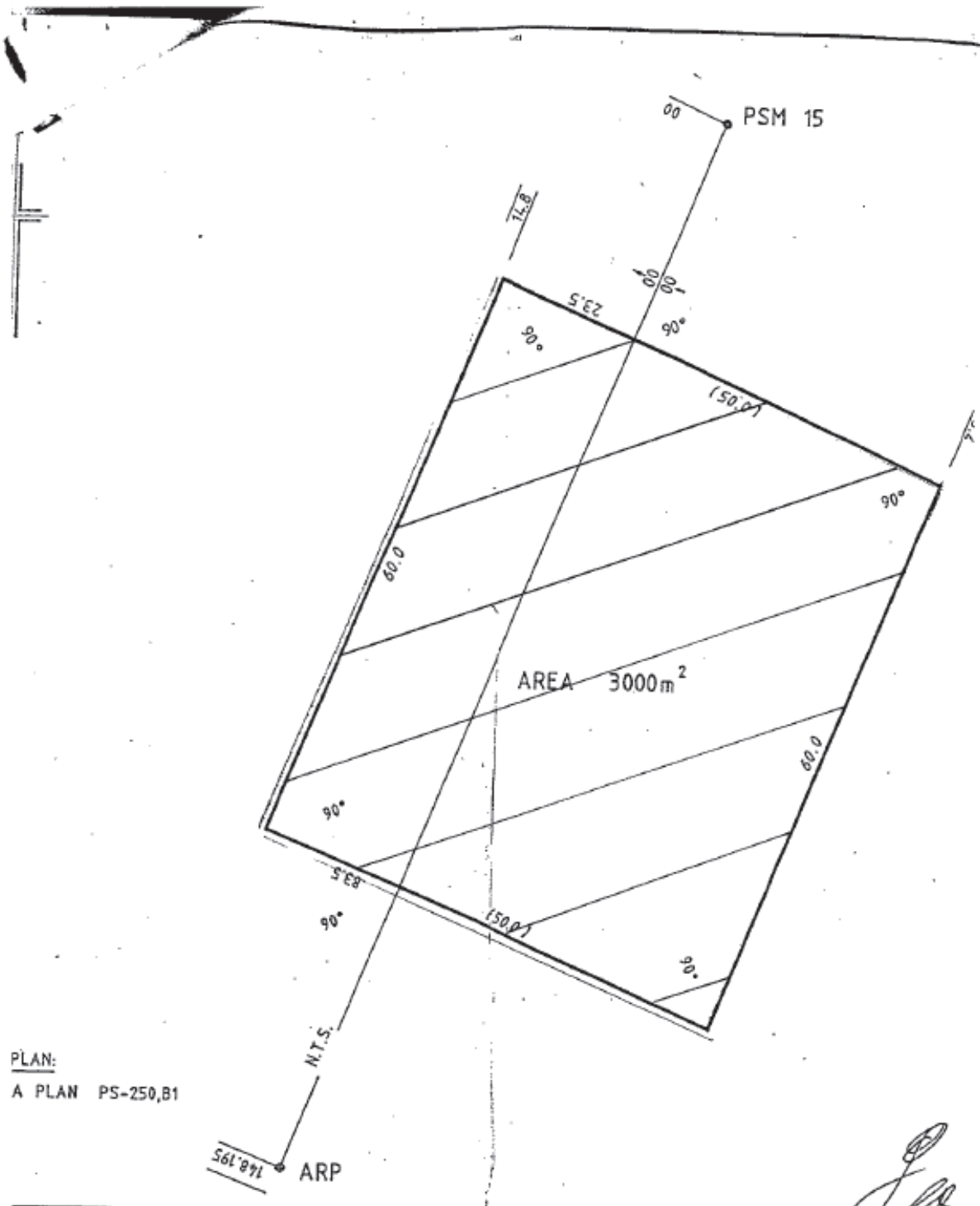
Per John Poulson

In the presence of:

Witness: Sarah Hohnholt

Address: 1 Ross Rd, Kardinya

Occupation Restricted Practitioner



PLAN:  
A PLAN PS-250,B1

TE	ISS	MF
90	2	•
1-90	3	

ONSLOW W.A.



DRAWING No  
**PS-5748**

OVERLAY

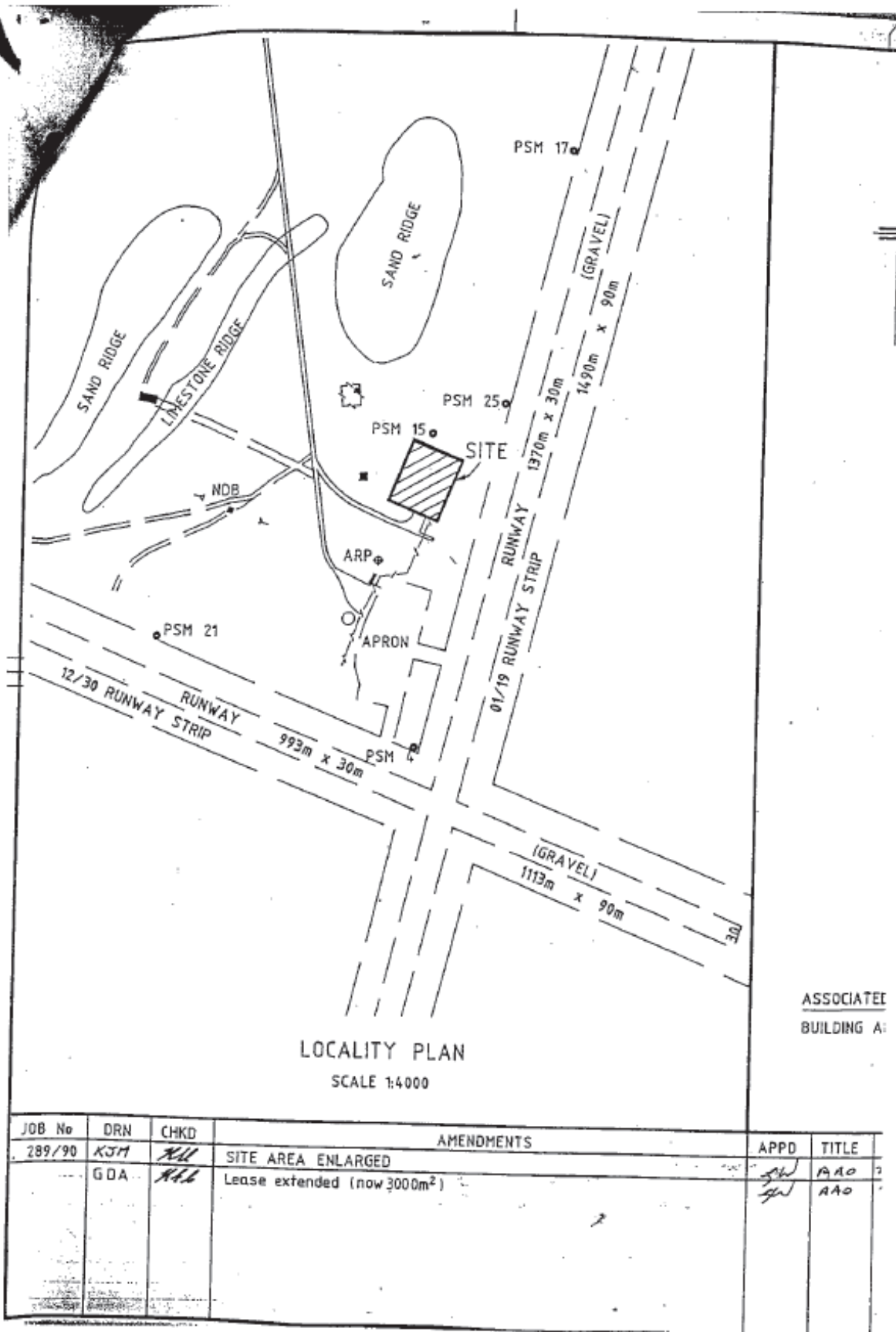
SCALE  
**1:500**

SHEET  
**1 OF 1**

**A:**



*[Handwritten signature]*



# INSTRUCTIONS

1. This form may be used only when a "Box Type" Form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

## NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult person. The address and occupation of the witness must be stated.

EXAMINED

NE 38

21/1/99

FHPP ERC396309005.9 - 17 February 1998 (10.28)

G 986384 E

22 Dec, 1998 16:00:37 Perth



REG. \$ 64.00

## Deed of Easement

LODGED BY

Freehill Hollingdale & Page

ADDRESS

AMP Building

PHONE No.

140 St Georges Terrace

FAX No.

Perth WA 6000

REFERENCE No.

Tel: 9211 7777

ISSUING BOX No.

Fax: 9211 7878

LTO Box 116 Perth

PREPARED BY

Freehill Hollingdale & Page

ADDRESS

Barristers & Solicitors

22nd Floor, AMP Building

140 St Georges Terrace

Perth WA 6000

PHONE No.

(08) 9211 7777

FAX No.

(08) 9211 7878

FEE: \$32

ASSESS. No.

81588

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

- |    |          |                 |
|----|----------|-----------------|
| 1. | 1772/846 | Received Items  |
| 2. |          | Nos. 1          |
| 3. |          |                 |
| 4. |          |                 |
| 5. |          |                 |
| 6. |          | Receiving Clerk |

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.





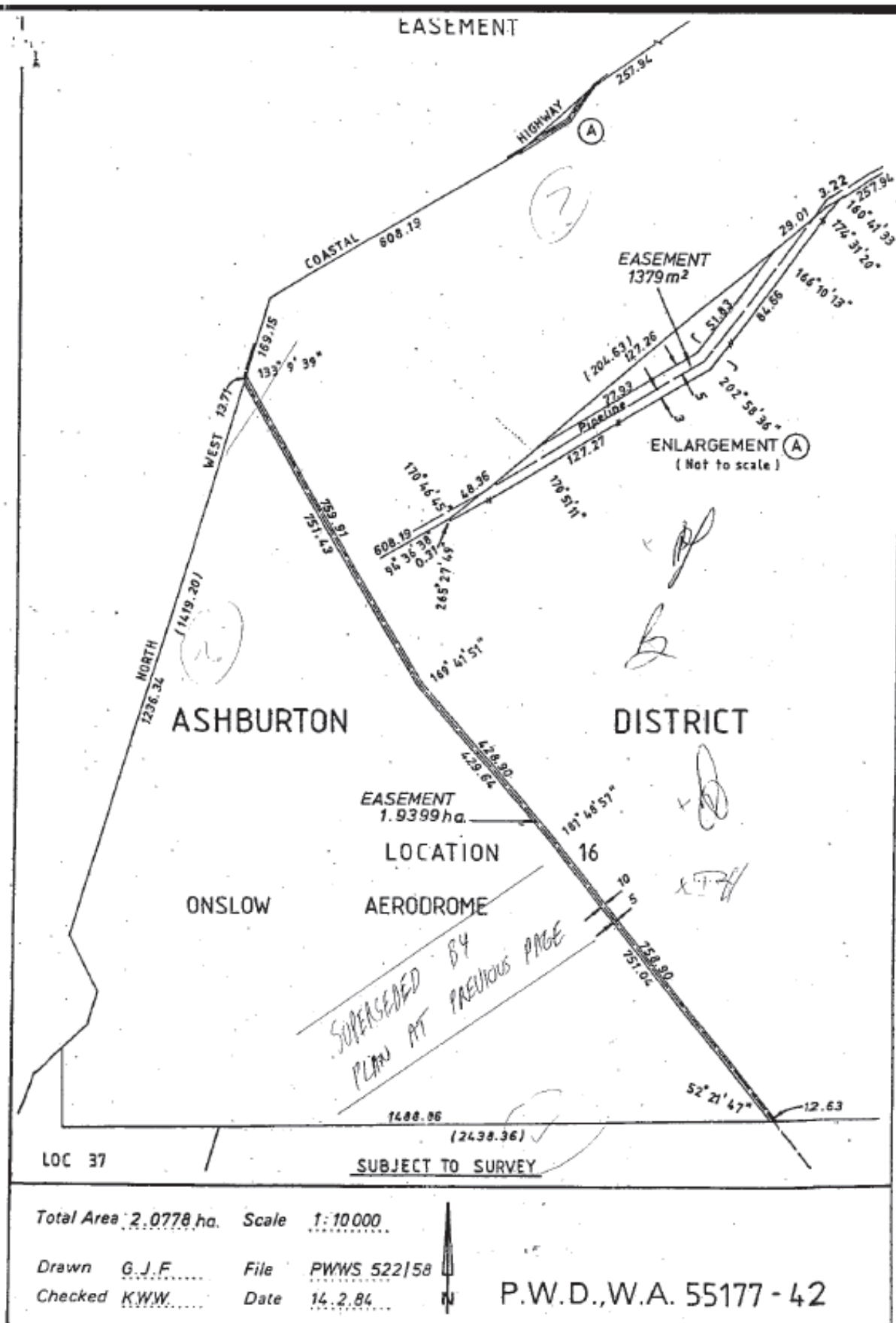
*No Petition*

ENDORSE: On Second Schedule (cont.) of C/T 1772/846 (orig. & dup.)

EASEMENT G986384. The right to enter upon the portion of the within land delineated on the map in Easement G986384 for the purpose of exercising certain water pipeline rights as set out in the said Easement is granted to Water Corporation.

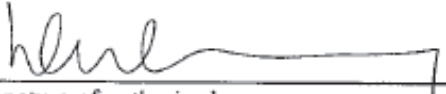
Registered 22.12.1998 at 16:00 hrs.







THE COMMON SEAL of SHIRE OF  
ASHBURTON was affixed to this deed in  
accordance with a resolution of its Council  
and in the presence of:




Signature of authorised person

CHIEF EXECUTIVE OFFICER

Position held

DAVID G. CAREY

Name of authorised person



Signature of authorised person

PRESIDENTS

Position held

BRIAN HAYS

Name of authorised person

SIGNED by PETER DOUGLAS MOORE  
the **General Manager, Engineering  
and Contracts of Water Corporation**  
and by GRAEME BROWN  
the **Manager, Commercial Services of  
Water Corporation** as the attorneys for  
Water Corporation who state that they have  
no notice of revocation of the **Power of  
Attorney No G542029 dated 21 July  
1997** under which they sign in the presence  
of:

[Signature]  
Witness

VICKI M. TOT  
Name (please print)

61 WATER CORPORATION  
Address 629 NEWCASTLE STREET  
LEEDERVILLE

Address (continued)  
EXECUTIVE ASSISTANT

Occupation

[Signature]  
Witness

SEAN E. FRASER  
Name (please print)

7 ACORN CROSE  
Address

FORRESTVIEW CROSE  
Address (continued)

BUSINESS ADMINISTRATOR  
Occupation

[Signature]  
Attorney

PETER D. MOORE  
Name (please print)

General Manager  
ENGINEERING AND CONTRACTS DIVISION  
Designated Post

[Signature]  
Attorney

Graeme Brown  
Name (please print) Manager Commercial Services

Designated Post

## **Schedule**

**1. Land (Recital A)**

Portion of Ashburton Location 16 and being the whole of the land comprised in Certificate of Title Volume 1772 Folio 846.

**2. Monetary or Other Consideration (clause 1)**

ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor (receipt of which sum is hereby acknowledged by the Grantor).

**3. Encumbrances (clause 1)**

Nil - not applicable to this deed.

**Executed** by the parties as a deed.

- (2) plant, or cause, permit or suffer to be planted, any trees or shrubs on the Affected Land;
- (3) place, or cause, permit or suffer to be placed or to remain, on the Affected Land or any part of the Affected Land any thing or any part of a thing which does, or is likely to, prevent or hinder the Grantee in the exercise of its rights and privileges under this deed;
- (b) to indemnify, and keep indemnified, the Grantee from and against all damage:
  - (1) caused to a Pipeline or a Fitting or any one or more of them by, or arising out of, or incidental to, the construction, making or erection of any building or improvement constructed, made or erected on the Land by any person or corporation other than the Grantee;
  - (2) caused by, or arising from, or incidental to, any damage to a Pipeline or a Fitting referred to in sub-paragraph (1).

### 3 Grantee's Covenants

By this deed the Grantee covenants with the Grantor and its successors in title, the registered proprietor or proprietors for the time being of the Land, to:

- (a) complete any work from time to time commenced on the Affected Land (**Grantee's work**) with all convenient speed;
- (b) fill in, consolidate and level off any holes or trenches made or caused by the Grantee's work on the Affected Land;
- (c) reinstate and make good the surface of the Affected Land following completion of the Grantee's work;
- (d) carry away all earth and rubbish occasioned by the Grantee's work;
- (e) whilst the soil or surface of the Affected Land is opened and during the progress of any construction, alteration, repair or maintenance work to a Pipeline or a Fitting on the Affected Land, ensure that the Affected Land is properly guarded and to affix adequate signs or notices for the warning of persons likely to be endangered by that construction, alteration, repair or maintenance work.

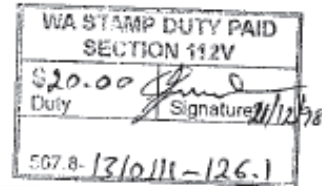
- (B) any apparatus (**Fitting**) connected with, and requisite to secure the safe and proper working of, a Pipeline and for all or any of those purposes to:
  - (i) make surveys and take levels of the Affected Land and set out those parts of the Affected Land which it thinks fit;
  - (ii) use any earth, stones and other things taken from the Affected Land;
  - (iii) construct, extend, maintain, alter and improve a Pipeline or a Fitting or any one or more of them through, under or upon the Affected Land;
  - (iv) open and break up the soil of the Affected Land and excavate and sink trenches for the purpose of constructing, extending, maintaining, altering or improving a Pipeline or a Fitting or any one or more of them;
  - (v) open, cleanse and repair a Pipeline or a Fitting or any one or more of them; or
  - (vi) alter the position or construction of any Pipeline or Fitting within the Affected Land.
- (2) from time to time and at all times after the date of execution of this deed to use a Pipeline for the passage of water.
- (b) The parties acknowledge that the Affected Land crosses land on which the Onslow Aerodrome is situated and the Grantee acknowledges that in the exercise of its rights under sub-clause 1(a) of this deed the Grantee must observe and perform and abide by all of the Grantor's requirements under statute and local law relating to the operation of an aerodrome and in connection with entry upon and carrying out works on land operated as an aerodrome and in all cases where the Grantee requires to exercise any of its rights of entry onto the Affected Land or to carry out works upon the Affected Land the Grantee must give reasonable notice to the Grantor of its intention to do so to enable the Grantor to notify the Grantee of its current requirements in respect of entry onto the Affected Land or the carrying out of works on the Affected Land.

## 2 Grantor's Covenants

By this deed the Grantor, for itself and its successors in title, the registered proprietor or proprietors for the time being of the Land, covenants with the Grantee:

- (a) not without the prior written consent of the Grantee on each occasion to:
  - (1) construct, make or erect or cause, permit or suffer to be constructed, made or erected any building or improvement or part of a building or improvement under, upon or over the Affected Land;





## This deed of easement

is made on 6 December 1998 between the following parties:

1. **Water Corporation**, a statutory body corporate established under the Water Corporation Act 1995, of 629 Newcastle Street Leederville Western Australia (**Grantee**).
2. **Shire of Ashburton** of Poinciana Street Tom Price Western Australia (**Grantor**).

### Recitals

- A. The Grantor is registered as the proprietor of an estate in fee simple in the land (**Land**) described in Item 1 of the Schedule (**Schedule**).
- B. The Grantor has agreed to grant the Grantee an easement under section 195 of the Land Administration Act 1997 (WA) as amended (**Empowering Legislation**) over that portion of the Land (**Affected Land**) which is delineated and shown marked with a dotted line between 2 parallel lines on the plan attached to this deed for all or any one or more of the purposes contained in this deed.

### This deed witnesses

and the parties agree as follows:

## 1 Grant of Easement

- (a) In consideration of the premises and for the consideration (if any) described in Item 2 of the Schedule, by this deed the Grantor, being registered as the proprietor of an estate in fee simple in the Land subject to the encumbrances (if any) described in Item 3 of the Schedule, for itself and its successors in title, the registered proprietor or proprietors for the time being of the Land, transfers and grants to the Grantee under, and in accordance with, the Empowering Legislation full and free right and liberty to and for the Grantee:
  - (1) by its workmen, officers, servants, agents, contractors and others acting under the authority of the Grantee, with or without carriages or vehicles or motor or other mechanised vehicles laden or unladen, from time to time and at all times after the date of execution of this deed, to enter upon the Affected Land or any part of the Affected Land for all or any of the purposes of constructing, extending, maintaining, altering or improving:
    - (A) the existing pipeline or any other pipelines (**Pipeline**) for the carriage of water through, under or upon the Affected Land; and



**GENERAL CONDITIONS OF TENDER**

**SALE BY TENDER**

**TENDER NUMBER: XX/14**

**Portion of Lot 16 Onslow Road, Onslow (the Property)**

Shire of Ashburton  
Poinciana Street  
Tom Price WA 6751

Postal Address

PO Box 567

T: (08) 9188 4444

F: (08) 9189 2252

[www.ashburton.wa.gov.au](http://www.ashburton.wa.gov.au)

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## **PARTICULARS**

Subject to issue of Certificate of Title, Portion of Lot 16 Onslow Road, Onslow, depicted as Portion Lot 9000 on Image 1 within the Request for Tender and in accordance with the Western Australian Planning Commissions approved approved subdivision application and preliminary design.

The Land above described and as mentioned in the Request for Tender shall be sold subject to all interests, easements, encumbrances and notices (if any) relating to such Land and on the terms and conditions contained in the Tender Offer, these Tender Conditions and the Shire of Ashburton's Standard Conditions (Development Requirements) (copy annexed).

## CONDITIONS

---

### 1 DEFINITIONS AND INTERPRETATION

In these Conditions and unless inconsistent with the context:

**"Buyer"** means and refers to the Tenderer (if any) whose tender is accepted by the Seller and in the case of a person or persons shall include his and their and each of their personal representatives and in the case of a corporation or corporations its and their and each of their successors;

**"Buyer's Covenants"** means the covenants and obligations contained in or implied by the Contract on the part of the Buyer including all covenants that continue after Settlement;

**"Conditions" or "Tender Conditions"** means these tender conditions and including any schedule or annexure hereto;

**"Contract"** means the contract constituted by the Seller's acceptance of the Tender Offer submitted by the Buyer, the Tender Conditions and the Shire of Ashburton's Standard Residential Conditions (with Development Requirements);

**"Contract Date"** means the date of the Seller's acceptance of the Tender Offer as mentioned in Condition 7;

**Development/Design Guidelines** means the Development/Design Guidelines specified in the Schedule to the Contract;

**"Deposit"** means an amount equal to TEN PER CENT (10%) of the Purchase Price;

**"execute"** means in the case of a person "sign" and in the case of a corporation "seal";

**"GST"** has the meaning given in Section 195-1 of *A New Tax System (Goods & Services Tax) Act 1999* and any legislation substituted for or amending that Act;

**"Land"** means and refers to the land described in the foregoing Particulars and any part thereof including all buildings and other fixtures on the land and including any particular lot the subject of a Tender Offer;

**"Purchase Price"** means the price tendered by the Buyer and accepted by the Seller or such other price as may be agreed subsequent to negotiations pursuant to Condition 10;

**"Seller"** means the Shire of Ashburton

**"Settlement"** means the actual settlement of the sale and purchase of the Land as between the Seller and the Buyer;

**"Settlement Date"** means the date specified as the Settlement Date in the Tender Offer.

**"Tender Conditions" or "Conditions"** means these tender conditions and including any schedule or annexure hereto;

**"Tender Deposit"** means the amount submitted with a Tender pursuant to Condition 6.1;

**"Tender Offer"** means an offer to purchase the Land by submitting the document entitled "Tender Offer" in accordance with these Tender Conditions;

**"Tenderer"** means a person or corporation who desires to purchase the Land;

**"Town Planning Scheme"** means the Town Planning Scheme applicable to the Land as amended from time to time.

---

## **2 THE TENDERER**

- 2.1 The Tenderer shall tender for the purchase of the Land in accordance with and pursuant to the provisions of these Tender Conditions and the Request for Tender.
- 2.2 For the avoidance of doubt these Tender Conditions are to be construed as an invitation to treat only. Nothing in these Tender Conditions shall be construed as an offer by the Seller to sell the Land or shall impose any obligation on the Seller to accept any Tender Offer. The purpose of these Tender Conditions is to invite a Tenderer to submit a Tender Offer for the purchase of the Land which Tender Offer shall constitute an offer by the Tenderer to purchase the Land at the Purchase Price and upon and subject to the terms specified in the Tender Offer.

---

## **3 TERMS AND CONDITIONS OF SALE**

Each Tenderer acknowledges and agrees that the purchase of the Land is upon the terms and conditions contained in the Contract and the Tenderer by submitting a Tender Offer agrees to be bound by the terms of the Contract. In the event of any inconsistency between these Tender Conditions and the Tender Offer the Tender Offer shall prevail. The Contract makes provision for settlement to be effected on the Settlement Date.

---

## **4 USE OF LAND**

- 4.1 The Land is made available for tender for the use permitted by the Town Planning Scheme. The Seller does not warrant that any proposed use is permitted. Land uses shall comply with the requirements of the current Town Planning Scheme and each Tenderer must satisfy itself that its intended use of the Land will comply with the requirements of the current Town Planning Scheme.

---

## **5 SUBMISSION OF TENDER**

- 5.1 The Tenderer desiring to purchase the Land shall fill in and complete and execute the Tender Offer and shall post or deliver:
- (a) the Tender Offer duly completed and signed including details of the proposed future use of the Land; and
  - (b) the Tender Deposit hereinafter referred to, in a sealed envelope marked:  
  
STRICTLY PRIVATE AND CONFIDENTIAL - RFT XX/14  
Lot 16 (portion Lot 9000) Onslow Road, Onslow  
Shire of Ashburton – Tender Box  
Poinciana Street  
PO Box 567  
TOM PRICE WA 6751
- 5.2 The Tenderer is required to submit one (1) x Original and one (1) x Copy of the Tender Offer (which are each to be printed double-sided and bound) no later than 12pm sharp (Western Standard Time) on XX at which time tenders shall close.  
Alternatively the Tenderer may send the completed Tender Offer electronically to Council's Secure Email address, [tenders@ashburton.wa.gov.au](mailto:tenders@ashburton.wa.gov.au).  
Original signed tender documents must be received at the Shire of Ashburton office within 3 working days of the close of tenders' deadline.

---

**6 SUCCESSFUL TENDER DEPOSIT**

- 6.1 In the event of any Tender Offer being accepted an amount equal to TEN PER CENT (10%) of the Purchase Price shall be paid as the Deposit under the Contract within twenty (30) business days of the Contract Date.
- 6.2 The Seller shall not be obliged to invest the Tender Deposit in an interest bearing deposit account but if so invested the Seller may retain any interest thereon and such interest shall not be considered as part payment of the Purchase Price.
- 6.3 If any cheque submitted in accordance with Condition 6.1 is not met on presentation, the Seller may immediately terminate the Contract.

---

**7 ACCEPTANCE OF TENDER**

- 7.1 The Tenderer (if any) whose tender is accepted by the Seller shall be the Buyer.
- 7.2 The Seller or its agent may notify the successful Tenderer by delivering or posting the original executed Tender Offer to the address of the successful Tenderer as set out in the Tender Offer.
- 7.3 The acceptance of the Tender Offer by the Seller shall be deemed to be notified to the successful Tenderer:
- (a) if by delivery in person when delivered to the successful Tenderer; or
  - (b) if posted, on the date of posting.
- 7.4 Settlement under the Contract shall be effected thirty five (35) days from the date of acceptance of the Offer.

---

**8 CONSIDERATION OF TENDERS AND NO WITHDRAWAL OF TENDER**

- 8.1 The Seller is not obliged to accept the highest or any Tender Offer.
- 8.2 The Tenderer cannot withdraw the Tender Offer until fourteen (14) days after the closure of tenders save and except prior to the closure of tenders pursuant to Condition 5 hereof for the purpose only of contemporaneously substituting therefore a higher offer.
- 8.3 All Tender Offers shall be cash unconditional offers.

---

**9 ENTITLEMENT TO NEGOTIATE**

- 10.1 The Tenderer hereby acknowledges and agrees that notwithstanding the term of any Tender Offer or of these Tender Conditions the Seller shall be entitled to negotiate at any time with any Tenderer to the exclusion of any other Tenderer and to request any particular Tenderer to the exclusion of any other Tenderer to vary, amend or re-submit any Tender Offer as a further offer notwithstanding that the time for submission of tenders may have closed.
- 10.2 In the event that the Seller receives more than one Tender Offer which it considers to be equal, the Seller may (but shall not be obliged) to invite such Tenderers only to submit further Tender Offers upon such terms and conditions as the Seller may determine in its absolute discretion.

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## 10 NO REPRESENTATIONS

10.1 Prior to submitting a Tender Offer the Buyer and each Tenderer shall be taken to have satisfied itself:

- (a) by physical examination and inspection and relying on the opinion or advice of such experts as the Tenderer may wish to consult as to the state and condition quality and quantity of the Land and each and every part thereof;
- (b) by enquiry of all relevant authorities as to the zoning of the Land and the use to which the Land may be put and the easements or other agreements to which the Land may be subject and as to the requirements of each and every authority body city or commissioner which has control or jurisdiction over the Land in relation to the use of the Land;
- (c) that the Land is in every respect suitable and safe for the purpose of any development;
- (d) as to zoning and other matters relating to the Land as mentioned in Condition 4.

and shall be deemed to tender in reliance solely upon such examination, inspection, enquiry, perusal, opinion and advice only and not upon any or any alleged statement, warranty, condition or representation whatsoever made or alleged to have been made to the Buyer by the Seller or any employee, contractor or agent of the Seller.

10.2 The Buyer and each Tenderer acknowledges and agrees that other than as specifically mentioned herein:

- (a) no warranty or representation has been given or made to the Buyer or any Tenderer or anyone on the Buyer's or Tenderers behalf by the Seller, or any agent, employee or contractor of the Seller or any other person on the Seller's behalf as to:
  - (i) the title to the Land;
  - (ii) any encumbrance, restriction or right in favour of any third party affecting the Land;
  - (iii) the condition or state of repair of the Land or any part of the Land;
  - (iv) the suitability of the Land for any use or purpose of any kind; or
  - (v) the fences (if any) purporting to be on the boundaries of the Land in fact being on the proper boundaries of the Land;
  - (vi) heritage matters relating to the Land;
  - (vii) zoning or other matters relating to the Land as mentioned in Condition 4;
  - (viii) the extent of any asbestos or other contamination on the Land.
- (b) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, these Tender Conditions and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is accepted by the Buyer and each Tenderer as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Seller to disclose or particularise any faults, defects or characteristics known to the Seller;
- (d) it relies solely on its own inspection of, and enquiries in relation to, the Land;
- (d) the Seller will not be liable under any circumstances to make any allowance or compensation to the Buyer or any Tenderer nor will the Purchase Price be affected by the exclusion of warranties or representations in this Condition or for any fault, defect or characteristic in the Land.

- 10.3 This Condition and the provisions thereof shall apply notwithstanding the contents of any brochure, document, letter or publication made prepared or published by the Seller or by any other person with the authority of the Seller whether express or implied.

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## **11 NO LIABILITY OF SELLER**

- 11.1 The Seller gives no warranty whatsoever that any part of the Land shall be or is suitable for the construction of any buildings or the undertaking of any development whatsoever and the Buyer and the Tenderer shall rely solely upon its own opinion or the opinion of any engineering, architectural, planning, environmental, construction or other expert or consultant opinion or advice as to the suitability of the Land.
- 11.2 Notwithstanding anything contained herein the Buyer and the Tenderer shall have no claim against the Seller and the Seller shall not be liable to indemnify the Buyer and the Tenderer whatsoever or howsoever arising by reason of:
- (a) any delay in settlement of any sale caused by any delay on the part of the Seller or the Seller's solicitors; or
  - (b) the prior or continued use of the Land including but not limited to a claim howsoever arising at any time in the future consequent upon the use of part of the Land; or
  - (c) the Land or any part of it not being suitable for the purpose of any development; or
  - (d) the area of the Land or any part thereof being different from the area indicated on any plan brochure document letter material or other publication issued or published by or on behalf of the Seller;
  - (e) zoning or other matters relating to the Land as mentioned in Condition 4;
  - (f) the presence of any asbestos or other contamination on the Land.

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## **12 TENDERERS TO INFORM THEMSELVES**

The Tenderer acknowledges and confirms that it has:

- (a) examined all documents and other information available to Tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks, contingencies and other circumstances having an effect on its tender which is obtainable by the making of reasonable enquiries;
- (c) satisfied itself as to the correctness and sufficiency of its Tender Offer;
- (d) no claim whatsoever against the Seller in respect of any costs or expenses incurred in submitting the tender or in assessing the Land; and
- (e) informed itself as to all heritage matters relating to the Land.

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## **13 NO ASSIGNMENT**

The Tender Offer is personal to the Tenderer and not assignable or transferable to any other person without the written approval of the Seller.

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## **14 NO MASQUERADES**

If a Tenderer is acting as agent or trustee for or jointly with another person or has any agreement, arrangement or understanding with any person in relation to the Tender then this information must be fully disclosed by the Tenderer in the Tender Offer including the identity of all participants and the nature of the relationship to those participants.



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**15 NO COMPENSATION**

- 15.1 The Land is believed to be and shall be taken to be correctly described in every respect and any error misstatement omission or misdescription which may be discovered shall not annul any sale or entitle the Buyer to be discharged from its purchase or entitle the Buyer to any claim for compensation and the Buyer shall not make and have no claim for compensation in respect thereof.
- 15.2 The Buyer and the Tenderer is not entitled to make any objection, requisition or claim for compensation or to rescind any subsequent contract for the sale of the Land in respect of:
- (a) the provision of, or a lack of, water, drainage, sewerage, gas, electricity, telephone or other services or connections to the Land, or in respect of the fact that any services or connections may be joint services to any other land, or because any facilities for services for any other land pass through the Land;
  - (b) any encroachment onto the Land by any improvement which does not form part of the Land, or the encroachment onto adjoining land of any improvement which forms part of the Land;
  - (c) the location of any sewerage, water or drainage pipes or services affecting the Land, or that any sewer passes through, or penetrates the Land;
  - (d) the fact that the current use of the Land may not be an authorised use under any applicable zoning or use law, scheme or regulation;
  - (e) the fact that any fence on the Land not being on the proper boundaries of the Land; or
  - (f) the fact that the area of the Land being different from the area indicated on any plan, brochure or document issued or published by or on behalf of the Seller or as indicated on the certificate of title to the Land.

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**16 TITLE**

- 16.1 The Buyer shall not require the Seller to produce an abstract of title or any other evidence of the Seller's title or right to sell the Land.
- 16.2 The Seller shall not be required to answer any enquiries objections to or requisitions on title.

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**17 CONDITIONS PRECEDENT**

If the Contract constituted by the acceptance of the Seller of any tender hereunder shall require the approval of the Foreign Investment Review Board or if any other approval shall be required for any payment to be made there under then the Tenderer shall be required to disclose such fact at the time of submitting his, her or its tender and the Tenderer shall be obliged to obtain all necessary approvals prior to submitting such tender.

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**18 NON-CONFORMING TENDER**

In the event that any tender is submitted which does not conform with these Tender Conditions or the Tender Offer either by way of the omission of information or the provision of additional information or otherwise howsoever, the Seller shall in its absolute discretion determine whether or not such tender shall be classified as a non-conforming tender. If the Seller classifies a tender as a non-conforming tender then the Seller shall in its absolute discretion determine whether or not such tender may be accepted or rejected.

**SHIRE OF ASHBURTON STANDARD CONDITIONS**  
**(With Development Requirements)**

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**1 DEFINITIONS AND INTERPRETATION**

**1.1** In these conditions unless the contrary intention appears:

“**Act**” means the Local Government Act 1995

“**Bank Cheque**” means a cheque drawn by a Bank on itself or a financial institution as defined in Section 3 of the Cheques Act 1986 (Commonwealth).

“**Buyer’s Covenants**” means all or any of the covenants and agreements contained in or implied by this Contract to be observed and performed by the Buyer.

“**Commission**” means the Western Australian Planning commission.

“**Condition**” means these conditions for the sale of the Land.

“**Contaminated Sites Act**” means Contaminated Sites Act 2003 (WA).

“**Contamination**” means the presence of a substance in, on or under land or water, either in soil, seabed, surface, or groundwater, at above background concentrations that presents or has the potential to present a risk:

(a) of harm to the Environment (as defined in the Environmental Protection Act 1986 (WA) or any environmental value:

(b) of rendering land or the Environment:

- (i) unsafe or unfit for or likely to cause harm to humans or other living things;
- (ii) degraded in any way, including its capacity to support plant life;
- (iii) unsuitable for the use to which the contaminated land is, or can be put; or
- (iv) diminished in value.

(c) of harm to human health.

“**Contract**” means the contract for sale of the Land of which these Conditions form part.

“**Deposit**” means the deposit mentioned in the Schedule.

“**Development**” means the construction of a residential dwelling(s) and associated fencing, landscaping, paving, etc. on the Land.

**“Development/Design Guidelines”** means the Development/Design Guidelines or the provisions of a Detailed Area Plan or other planning requirement (if any) relating to the development of the Land as specified in the Schedule.

**“General conditions”** means the Real Estate Institute of WA (Inc) and Law Society of WA Inc Joint Form of General Conditions of the Sale of Land.

**“GST Act”** means A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) and any legislation substituting or amending that Act.

**“Land”** means the land as described in the Schedule.

**“Local Authority”** means the Shire of Ashburton having jurisdiction over the Land.

**“Margin Scheme”** means the scheme described in Division 75 of the GST Act as the margin scheme.

**“Practical Completion”** means the completion of the construction of the Development on the Land in conformity with plans and specifications previously approved by the Local Authority and any other relevant government department or authority. Such practical completion to be evidenced by the handing over by the Buyer to the Shire of Ashburton of such of the following as the Shire of Ashburton may require:

- (a) a certificate from the Buyer’s architect or builder certifying that the Development has been constructed or completed on the Land according to plans and specifications as approved by the Local Authority and any other relevant government department or authority; and/or
- (b) a copy of written permission from the Local Authority for the occupation of the Development;

**“Purchase Price”** means the purchase price (inclusive of GST) mentioned in the Schedule.

**“Repurchase Price”** means the repurchase price as defined in Condition 17.2.

**“Schedule”** means the schedule to the contract.

**“Settlement”** means settlement of the purchase of the Land by the buyer in accordance with the terms of the Contract.

**“Settlement Date”** means the date mentioned in the Schedule.

**“Shire of Ashburton”** means the Shire of Ashburton as seller of the Land to the Buyer.

**“Shire of Ashburton’s Remedies”** means all or any of the rights powers and remedies contained in or implied by the Contract exercisable by the Shire of Ashburton against the Buyer or in respect of the Land.

**“Tax Invoice”** has the meaning given in Section 195-1 of the GST Act.

**“Valuer”** means a natural person who:

- (a) is licensed under the Land Valuers Licensing Act 1978 (WA);

- (b) has not less than five (5) years' experience in Western Australia;
- (c) is a member of the Australian Property Institute (Western Australian Division); and
- (d) has experience in assessing the current market value of residential land.

**1.2** In these Conditions unless the contrary intention appears:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) other grammatical forms of defined words and expressions have corresponding meanings;
- (d) references to persons include corporations and bodies politic;
- (e) references to a person include the legal personal representatives' successors and assigns of that person;
- (f) a reference to a Statute Ordinance Code or other Law includes regulations and other statutory instruments under it and consolidations amendments re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (g) references to this or any other document include the document as varied or replaced and notwithstanding any change in the identity of the parties;
- (h) references to writing include any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (i) an obligation of two or more parties binds them jointly and severally;
- (j) if a word or expression is defined cognate words and expressions have corresponding definitions;
- (k) references to an association body or authority which is reconstituted amalgamated reconstructed or merged or the functions of which have become exercisable by any other person association body or authority in its place shall be taken to refer to the person association body or authority established or constituted in its place or by which its functions have become exercisable;
- (l) reference to anything (including without limitation any amount or the Land) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (m) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the first day of the next succeeding calendar month;
- (n) references to this Contract includes these Conditions and any schedules and annexures;
- (o) headings are inserted for ease of reference only and shall be ignored in construing this Contract;
- (p) references to time are to local time in Perth Western Australia;
- (q) where time is to be reckoned from a day or event that day or the day of that event shall be excluded;

- (r) a reference to a business day is a reference to a day other than a Saturday Sunday or gazetted public holiday in Western Australia;
- (s) the word “include” used when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind; and
- (t) a provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Contract or the inclusion of the provision in this Contract.

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## **2 PAYMENT OF PURCHASE PRICE AND SETTLEMENT**

### **2.1** The Buyer shall pay:

- (a) the Deposit in the manner mentioned in the Schedule; and
- (b) the balance of the Purchase Price (being the Purchase Price less the Deposit) on the Settlement Date by Bank Cheque payable to the Shire of Ashburton.

### **2.2** The Shire of Ashburton shall be entitled (but not bound) to invest or to cause the investment of any Deposit in an interest bearing bank account and all interest accrued shall belong to the Shire of Ashburton unless the Deposit is repaid to the Buyer as a result of the default of the Shire of Ashburton in which case interest shall be payable to the Buyer.

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## **3 INTEREST ON LATE SETTLEMENT AND DEFAULT COSTS**

If for any reason not attributable to the Shire of Ashburton the purchase shall not be completed on the Settlement Date, the Buyer shall pay to the Shire of Ashburton on Settlement interest at the rate per annum being the rate defined as the “Prescribed Rate” in the latest version of the General Conditions on the balance of the Purchase Price and other moneys payable on Settlement calculated from and including the Settlement Date but excluding the actual date of payment in full settlement of any claim the Shire of Ashburton may have against the Buyer arising from such delay subject to the provisions of Condition 18. It shall not be necessary for the Shire of Ashburton to give to the Buyer a notice requiring payment of interest under this Condition. In all other respects this Condition is without prejudice to the rights of the Shire of Ashburton under these Conditions or at common law or in equity.

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## **4 RISK**

As from the date of Settlement, the Land sold shall be at the sole risk of the Buyer in respect of any loss or damage by accident, act of God or otherwise.

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## **5 CERTIFICATE OF TITLE**

### **5.1** The Certificate of Title in respect of the Land or the parent Certificate of Title to the Property of which the land forms part may be inspected by search at Landgate and the buyer shall not require the Shire of Ashburton to produce an abstract of title or any other evidence of the Shire of Ashburton’s title or right to sell the Land.

- 5.2** The Shire of Ashburton shall not be required to answer any objections to or requisitions on title.
- 5.3** In the event that an application is to be made by the Shire of Ashburton at Settlement or immediately thereafter for a separate Certificate of Title to the Land then the Buyer acknowledges and agrees that if required by the Shire of Ashburton:
- (a) Settlement shall be effected on the basis that the transfer of the Land to the Buyer shall be preceded by an application for a new title to be lodged by the Shire of Ashburton together with the parent title to the Land; and (
  - b) Settlement shall be effected on the basis of a "follower dealing" if an application for a new Certificate of Title to the Land has already been lodged with Landgate.
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## **6 ERROR IN AREA**

- 6.1** If there is any mistake in or omission from this Contract with respect to the description boundary or measurements of area of the Land or any other similar matter:
- (a) the same shall not invalidate the sale; and
  - (b) if notified to the other party within seven (7) days of the date of this Contract the same shall be the subject of compensation to be paid or received by the Shire of Ashburton as the case may require.
- 6.2** An error or misdescription as mentioned in Condition 6.1 shall not entitle a party to terminate this Contract or to delay Settlement.
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## **7 PREPARATION OF TRANSFER AND SETTLEMENT**

- 7.1** Prior to the Settlement Date the Buyer shall prepare or cause to be prepared a transfer of the Land in registrable form (which shall contain the terms of any restrictive covenant, easement, notification or other document to be created or registered under this Contract in such form as the Shire of Ashburton shall require) and after proper execution of such transfer and having such transfer stamped shall deliver such transfer to the Shire of Ashburton or its solicitor or settlement agent within a reasonable time prior to Settlement (being not less than five (5) business days prior to the Settlement Date) for the purposes of the transfer being executed by the Shire of Ashburton and being held by it or on its behalf pending Settlement.
- 7.2** Settlement shall take place on the Settlement Date at the offices of the Shire of Ashburton in Tom Price or at such other place as the Shire of Ashburton appoints.
- 7.3** At Settlement, the Buyer will deliver to the Shire of Ashburton in accordance with Condition 2.1(b) an unendorsed Bank Cheque or Bank Cheques for the balance of the Purchase Price and any adjustment of rates and taxes due to the Shire of Ashburton and against receipt of the balance of the Purchase Price and adjustment of rates and taxes, the Shire of Ashburton will provide to the Buyer, subject to Condition 5.3 and the Buyer's compliance with Condition 7.1 the

transfer duly executed for and on behalf of the Shire of Ashburton together with the duplicate Certificate of Title to the Land (or will make the duplicate Certificate of Title available for registration of the transfer in accordance with Condition 5.3).

- 7.4** If for any reason a Bank Cheque tendered as or towards the money payable by the Buyer on Settlement is not honoured on first presentation, the Buyer will remain liable to pay the amount of that money, without prejudice to any other rights, remedies or powers of the Shire of Ashburton under this Contract.
- 7.5** If requested by the Shire of Ashburton, the Buyer shall provide to the Shire of Ashburton either prior to Settlement or after Settlement a copy of the stamped Contract including these Conditions.
- 7.6** Immediately after Settlement, the Buyer shall cause the transfer in respect of the Land to be lodged at Landgate for registration and use its best endeavours to have the transfer registered as soon as possible. In the event of a requisition notice being issued by Landgate, then unless the requisition arises from a document prepared by the Shire of Ashburton, the Buyer must do all things necessary to satisfy the requisition and pay all fees in respect of the requisition.

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## **8 COSTS**

The Buyer shall bear the cost of the preparation of the transfer, all stamp duties and stamp duty penalties on this Contract and registration or other fees in respect of the transfer with Landgate.

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## **9 DIVIDING FENCE**

- 9.1** All fences and walls purporting to be on the boundaries of the Land shall as between the Shire of Ashburton and the Buyer be deemed to be upon their true boundaries and if any fence or wall shall be found not to be on its true boundary the Buyer shall not be entitled to any compensation or have any claim against the Shire of Ashburton.
- 9.2** The Buyer will not make any claim against the Shire of Ashburton pursuant to the Dividing Fences Act 1961 or however else concerning:
- (a) the construction of, or contribution to the cost of construction of, any dividing fences or walls; or
  - (c) any other liability in respect of a dividing fence or wall including any liability the Shire of Ashburton may have incurred with any adjoining owners.
- 9.3** The Buyer acknowledges and agrees that this Condition may be pleaded as an absolute bar to any relief, compensation or claim sought by the Buyer against the Shire of Ashburton.

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## **10 POSSESSION**

Possession of the Land shall be and shall be deemed to have been given and taken upon the date upon which the balance of the Purchase Price is actually paid by the Buyer to the Shire of Ashburton subject to the Buyer having performed all of the Buyer's Covenants.

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## **11 ADJUSTMENT OF RATES**

- 11.1** All rates taxes assessments and other outgoings in respect of the Land shall be borne and paid by the Buyer as from the Settlement Date (subject to Condition 11.2) and the same shall if necessary be apportioned between the Shire of Ashburton and the Buyer. Land Tax shall be adjusted on the basis that the Land is the only land owned by the Shire of Ashburton. Where under the Act the Shire of Ashburton is not liable to pay rates and taxes to any Local Authority or other statutory authority in respect of the Land but is obliged to pay the equivalent of such rates and taxes to the State then this Condition shall apply as if such payment was a payment due to a Local Authority or other statutory authority for rates, taxes and outgoings and an adjustment shall if necessary be effected.
- 11.2** Where there is any delay in Settlement due to the act or default of the Buyer then:
- (a) rates, taxes and outgoings shall be adjusted as between the Shire of Ashburton and the Buyer on the due date of Settlement and not the actual date; and
  - (b) if any increase in Land Tax or any other rates and taxes payable by the Shire of Ashburton (either to a Local Authority or other statutory authority or an equivalent amount is payable by the Shire of Ashburton to the State) occurs (for example, by the Settlement being delayed until after 1 July in any year), the Buyer shall be liable for all such additional payments (including any increase in Land Tax calculated on a multi ownership basis) which amount shall be due and payable to the Shire of Ashburton at Settlement

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## **12 COMPLIANCE WITH LEGISLATION**

As from the date of this Contract the Buyer shall comply with and observe all provisions orders bylaws and regulations of and under any legislation in respect of or in any way affecting the Land.

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## **13 ENCUMBRANCES**

- 13.1** The Land is sold subject to:
- (a) all easements, positive covenants, restrictive covenants, memorials and any condition or statement contained in the memorial (including, but not limited to, memorials under Section 58 of the Contaminated Sites Act 2003 (WA)), rights, reservations, conditions, notifications under Section 70A of the Transfer of Land Act 1893 (WA) or Section 165 of the Planning & Development Act 2005 (WA) and interests, orders, tenancies, public roads and encroachments (if any) affecting the Land and which are mentioned in the Certificate of Title or which will be mentioned or registered upon lodgement of the transfer of the Land to the Buyer at Landgate; and
  - (b) all claims, demands, conditions (including building conditions) or restrictions whatsoever imposed or made on the Land by any local state or federal government department or authority or under any legislation.



- 13.2** If any document or interest mentioned in Condition 13.1 is to be registered on the title to the Land at Settlement due to:
- (a) the requirements of the Commission;
  - (b) any Local Authority or other government agency or authority having jurisdiction over the Land; or
  - (c) as a result of the requirements of the Shire of Ashburton; then the Buyer acknowledges and agrees that such document or interest will be registered either immediately before or after the registration of the transfer of the Land to the Buyer.

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## **14 DEFAULT**

- 14.1** Neither the Shire of Ashburton nor the Buyer may terminate this Contract by reason of the other's failure to observe or perform an obligation imposed on that other Party under this Contract unless:
- (a) that Party has first given a notice to the other Party:
    - (i) specifying the failure;
    - (ii) stating that the other Party must observe and perform that Party's obligations under this Contract the subject of the notice within ten (10) business days from the date of service of the notice; and
    - (iii) stating that if those obligations are not observed and performed within that time the Party giving the notice may terminate this Contract or that the Contract will be terminated; and
  - (b) the Party receiving the notice fails to observe and perform those obligations within the period stated in that notice.
- 14.2** This Condition does not apply if either Party repudiates this Contract.
- 14.3** In the event that the Buyer is in breach of the Buyer's Covenants or repudiates this Contract that part of the Purchase Price and any other moneys paid by the Buyer to the Shire of Ashburton under this Contract amounting in the aggregate to:
- (a) up to TEN PER CENTUM (10%) of the Purchase Price, will be forfeited to and retained by the Shire of Ashburton; and
  - (b) in excess of TEN PER CENTUM (10%) of the Purchase Price, will be held by the Shire of Ashburton pending the exercise of the Shire of Ashburton's Remedies.
- 14.4** In the event that the Buyer is in breach of the Buyer's Covenants or repudiates this Contract, the Shire of Ashburton without prejudice to the Shire of Ashburton's Remedies may:
- (a) affirm this Contract and sue the Buyer for damages for breach of contract;

- (b) sue the Buyer for specific performance of the agreement evidenced by this Contract;
- (c) subject to Condition 18.1:
  - (i) if the notice given under that Condition states that unless the default is remedied within the time stated in the notice this Contract may be terminated; and
  - (ii) the default is not remedied within the time stated,  
terminate this Contract and:
  - (iii) sue the Buyer for damages for breach of contract; and
  - (iv) without further notice to the Buyer resell the Land in such manner as the Shire of Ashburton thinks fit.

If the Shire of Ashburton resells the Land:

- (a) The Shire of Ashburton may retain absolutely:
  - (i) any surplus arising from the resale in excess of:
    - (a) the Purchase Price; and
    - (b) losses and expenses incurred by the Shire of Ashburton in the resale and resulting from the Buyer's default; and
  - (ii) any interest paid by the Buyer;
- (b) Any amount by which the Purchase Price exceeds the proceeds of the resale and all losses and expenses incurred by the Shire of Ashburton in the resale and resulting from the Buyer's default are recoverable by the Shire of Ashburton from the Buyer as liquidated damages; and
- (c) The rule of law known as the rule in *Bain v Fothergill* is excluded and does not apply to this Contract.

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## 15 NOTICE

### 15.1 Any notice given or required to be given under this Contract:

- (a) must be in writing addressed to the Shire of Ashburton or to the Buyer (as the case may be), to the Shire of Ashburton's or the Buyer's address shown in the Contract (or to any other address specified by the Buyer to the Shire of Ashburton or the Shire of Ashburton to the Buyer by notice). A notice served on the Buyer's Conveyancer in accordance with this Condition will be treated for all purposes as if the notice had been served on the Buyer;

- (b) must be signed by the sender or an officer of, or under the common seal of the sender or by the sender's lawyer, conveyancer or other authorised representative (as the case may be);
- (c) is to be regarded as being given by the sender and received by the addressee:
  - (i) if by delivery in person, when delivered to the addressee;
  - (ii) if by post (which posting must be by pre-paid security post), 3 business days from and including the date of posting to the addressee; and
  - (iii) if by facsimile transmission:
    - (A) on the date the notice or communication is transmitted in its entirety by a facsimile machine; and
    - (B) that facsimile machine produces a transmission report which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee, but if the delivery or transmission by facsimile is on a day which is not a business day or is after 5.00 p.m. (addressee's time) it is to be regarded as being given at 9.00 a.m. (addressee's time) on the next succeeding business day; and
- (d) can be relied upon by the addressee, and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

**15.2** Where the Buyer comprises 2 or more persons or corporations, or any combination of the same, notice to either 1 person or to 1 corporation is deemed notice to all persons and corporations comprising the Buyer.

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**16 TIME OF ESSENCE**

Time shall in all respects be of the essence of the Contract.

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**17 INSPECTION OF PEGS**

The Buyer acknowledges and agrees that the Buyer has inspected the Land and that as at the date of this Contract where any pegs marking the boundaries of the Land (if any) are in place such pegs may or may not mark the boundaries of the Land. The Shire of Ashburton shall not be liable to the Buyer where no pegs mark the boundary or the pegs have been removed or do not mark the true boundaries of the Land. In the event that any pegs are removed prior to the Settlement Date for any reason the Shire of Ashburton shall not be obliged to resurvey the Land or to replace any such pegs or in any manner be liable for such removal.

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## **18 WARRANTY**

- 18.1** The Buyer covenants and warrants with the Shire of Ashburton (which warranty the Buyer acknowledges has induced the Shire of Ashburton to enter into this Contract) that the Buyer has full power and capacity to enter into this Contract and the Buyer has obtained all relevant approvals necessary to enter into and complete this Contract.
- 18.2** The Buyer acknowledges and agrees with the Shire of Ashburton that if the Shire of Ashburton on reasonable grounds considers that there has been a breach of any of the warranties contained in Condition 22.1 then the Shire of Ashburton may without notice immediately rescind this Contract.

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## **19 NO REPRESENTATIONS**

- 19.1** The Buyer shall be taken to have satisfied him, her or itself:
- (a) by physical examination and inspection and all other necessary enquiries including, but not limited to, enquiries as to the classification status of the land under the Contaminated Sites Act, and relying on the opinion or advice of such experts as the Buyer may wish to consult as to the state, condition, quality and quantity of the Land;
  - (b) by enquiry of all relevant authorities as to the zoning of the Land and the use to which the Land or any other land adjoining or in the vicinity of the Land may be put;
  - (c) as to the easements, restrictive covenants, notifications or other agreements or encumbrances to which the Land may be or become subject;
  - (d) as to the requirements of each and every authority, body or government department which has control or jurisdiction over the Land and the current and prospective use and development of the Land;
  - (e) by independent valuations or reports as to the value of the Land and as to the present and future feasibility, liability and economic return that may be derived from the Land; and
  - (f) by survey and physical examination as to the area of the Land and not relying on the position of any pegs purporting to mark the boundary.

and shall be deemed to purchase the Land in reliance solely upon such examination, inspection, enquiry, perusal, opinion and advice and not upon any or any alleged statement, warranty, condition or representation whatsoever made or alleged to have been made to the Buyer by the Shire of Ashburton or any employee, contractor or agent of the Shire of Ashburton.

- 19.2** This Condition shall apply notwithstanding the contents of any brochure, document, letter or publication made, prepared or published by the Shire of Ashburton or by any other person with the authority of the Shire of Ashburton whether expresses or implied.

## **20 NO LIABILITY OF THE SHIRE OF ASHBURTON**

The Buyer shall have no right to make any objection or requisition or claim against the Shire of Ashburton for compensation or to rescind this Contract and the Shire of Ashburton shall not be liable to indemnify the Buyer whatsoever or howsoever arising by reason of:

- (a) the prior use of the Land;
- (b) the Land being suitable for any particular purpose;
- (c) the area of the Land being different from the area indicated on any plan, brochure, document, letter, material or other publication issued or published by or on behalf of the Shire of Ashburton which does not form part of the Contract or as indicated on the Certificate of Title to the Land;
- (d) the provision of, or a lack of, water, drainage, sewerage, gas, electricity, telephone or other services or connections to the Land, or in respect of the fact that any services or connections may be joint services to any other land, or because any facilities for services for any other land pass through the Land;
- (e) any encroachment onto the Land by any improvement which does not form part of the Land, or the encroachment onto adjoining land of any improvement which forms part of the Land;
- (f) the location of any sewerage, water or drainage pipes or services affecting the Land, or that any sewer passes through, or penetrates the Land; or
- (g) the fact that the current use of the Land may not be an authorised use under any applicable zoning or use law, scheme or regulation.

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## **21 BUYER'S ACKNOWLEDGEMENTS**

### **21.1** The Buyer acknowledges and agrees that:

- (a) no warranty or representation has been given or made to the Buyer or anyone on the Buyer's behalf by the Shire of Ashburton or any agent, employee or contractor of the Shire of Ashburton or any other person on the Shire of Ashburton's behalf as to:
  - (i) the title to the Land;
  - (ii) any encumbrance, restriction or right in favour of any third party affecting the Land;
  - (iii) the condition or state of repair of the Land;
  - (iv) the suitability of the Land for any use or purpose of any kind; or
  - (v) the fences (if any) purporting to be on the boundaries of the Land being on the proper boundaries of the Land.

- (b) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, the Contract and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is sold as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Shire of Ashburton to disclose or particularise any faults, defects or characteristics known to the Shire of Ashburton;
- (d) the Shire of Ashburton will not be liable under any circumstances to make any allowance or compensation to the Buyer nor will the Purchase Price be affected by the exclusion of warranties or representations in this Condition or for any fault, defect or characteristic in the Land; and
- (e) this Condition will apply despite the contents of any brochure, document, letter or publication made, prepared or published by the Shire of Ashburton or by any other person with the express or implied authority of the Shire of Ashburton.

**21.2** The Buyer acknowledges that it shall be solely liable for all site clearance and building preparation costs on the Land which should be determined by the Buyer prior to entering into this Contract.

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## **22 PLANNING AND OTHER MATTERS**

The Buyer acknowledges that the Land is sold subject to the following as at the Settlement Date:

- (a) the provisions of any town planning scheme, zoning by-laws and other laws affecting the Land;
- (b) any order or requisition affecting the Land;
- (c) any proposal or scheme for the widening, realignment, closure, siting or alteration of the level of any road or right of way adjacent to or in the vicinity of the Land by any competent authority or person;
- (d) any resumption or proposal to resume the Land or any adjoining or other land; and
- (e) any easement, memorial (and any condition or statement contained in the memorial), notification, positive covenant or restrictive covenant or other encumbrance mentioned in Condition 13.1 affecting the Land or which will affect the Land on registration of the transfer of the Land to the Buyer

and the Buyer will take title subject to the above and will not be entitled to make any objection, requisition or claim for compensation, nor to rescind this Contract in respect of any matter mentioned in this Condition.

## **23 MAINTENANCE OF LANDSCAPING AND STRUCTURES**

- 23.1** The Buyer acknowledges that any landscaping, retaining walls, entry statements and other structures established by the Shire of Ashburton in the estate of which the Land forms part may not be maintained by the Shire of Ashburton after the date of this Contract.
- 23.2** In the event that a landscaped street verge adjoining the Land has been provided by the Shire of Ashburton the Buyer acknowledges that the irrigation for such street verge may be supplied from a temporary source which may be disconnected by the Shire of Ashburton in its absolute discretion. If connection pipes have been made available by the Shire of Ashburton then the Buyer shall reconnect such irrigation to the water supply from the Land and shall undertake ongoing maintenance and watering of the landscaped verge.

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## **24 DELAY IN SETTLEMENT**

- 24.1** The Buyer acknowledges that a separate Certificate of Title in respect of the Land may not be available as at the date of this Contract or on the Settlement Date. the Shire of Ashburton shall not be obliged to notify the Buyer of the date of issue of the title.
- 24.2** The Buyer shall not be entitled to any compensation as a result in any delay in Settlement as a result of the Certificate of Title not being available and without limiting the generality hereof the Buyer acknowledges that the construction of any development upon the Land may not be able to commence until Settlement has been effected and that any building contract entered into by the Buyer prior to the date of actual Settlement shall be at the sole risk of the Buyer. The Buyer acknowledges that the Shire of Ashburton has no liability for any costs or damages arising as a result of the Buyer entering into any building contract prior to actual Settlement (including but not limited to any increase in the construction cost).

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## **25 SUBDIVISION OF LAND**

- 25.1** If the Land comprises part of a lot and is accordingly not a lot as defined in the Planning and Development Act 2005 (WA) then this Contract is subject to and conditional upon the approval of the Commission to the subdivision of the land of which the Land forms part being obtained in order to create a separate lot or lots in respect of the Land in accordance with Section 140(1) of the Planning and Development Act 2005 (WA) and this Condition shall apply.
- 25.2** If it has not already done so the Shire of Ashburton shall at its cost make an application to the Commission for the approval of subdivision to create a separate lot for the Land within three (3) months from the date of this Contract.
- 25.3** For the purposes of Section 140(3) of the Planning and Development Act 2005 (WA) this Contract shall be subject to and conditional upon the Commission giving its approval to the subdivision of the Land on or before six (6) months from the date of the lodgement of the application mentioned in Condition 29.2.

- 25.4** In the event that any conditions are imposed in relation to the subdivision of the Land which are not acceptable to the Shire of Ashburton in its absolute discretion then the Shire of Ashburton may by giving written notice to the Buyer within thirty (30) days of such conditions being imposed terminate this Contract whereupon the Deposit shall be repaid to the Buyer without interest.
- 25.5** If a separate title for the Land has not issued from Landgate by the date mentioned in the Schedule, the Buyer may, at any time prior to the date of issue of the title from Landgate, by written notice to the Shire of Ashburton terminate this Contract whereupon the Deposit shall be refunded to the Buyer (without interest) and neither party shall have any further claim against the other.

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## **26 SERVICES AND CONTAMINATION**

- 26.1** The Buyer acknowledges and confirms that it has made its own enquiries in relation to all servicing required to be effected to the Land for its proposed use and will meet all such servicing requirements (other than as mentioned in paragraph (a)) at its cost.
- 26.2** Other than where the Land has been reported to the Department of Environment and Conservation under the Contaminated Sites Act as being Contaminated or suspected of being Contaminated, the Shire of Ashburton is not aware of any Contamination on or below the surface of the Land which will materially affect the use of the Land for residential purposes.
- 26.3** The Buyer agrees that it shall make its own enquiries as to whether any condition or Contamination on or below the Land will affect the particular use of the Land proposed by the Buyer and agrees to purchase the Land subject to any Contamination or sub-surface conditions that may exist.
- 26.4** If the Land contains or abuts an electricity transformer, the Buyer shall comply with the requirements of Rio Tinto and shall not construct or install any steel fencing or other steel structure within 2 metres from the boundary of any electricity transformer and/or switchgear site.

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## **27 FACILITATE EXERCISE OF REMEDIES**

- 27.1** The Buyer shall facilitate the Shire of Ashburton in the exercise of the Shire of Ashburton's Remedies and not claim any compensation for any inconvenience or damage caused by the Shire of Ashburton PROVIDED THAT the Shire of Ashburton shall exercise the Shire of Ashburton's Remedies in good faith.
- 27.2** The Buyer shall pay to the Shire of Ashburton on demand any moneys properly expended by the Shire of Ashburton in connection with the exercise and protection of its rights and powers contained in this Contract and also upon demand pay all the Shire of Ashburton's reasonable costs fees and expenses of and incidental to:
- (a) any exercise of the Shire of Ashburton's Remedies;
  - (b) any breach of the Buyer's Covenants;



- (c) the withdrawal or attempted withdrawal on default by the Buyer of any caveat lodged by the Shire of Ashburton in respect of the Land; and
- (d) the perusal and investigation of any request by the Buyer for permission to lease or resell the Land or enter into any other arrangement which shall require the permission or consent of the Shire of Ashburton pursuant to this Contract or the Act or otherwise howsoever.

**27.3** The Buyer indemnifies and agrees to keep fully and effectually indemnified the Shire of Ashburton from and against any claim loss or liability whatsoever which the Shire of Ashburton may incur in connection with this Contract and in respect of any loss or expense that the Shire of Ashburton may incur as a consequence of any default by the Buyer in respect of the Buyer's Covenants.

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## **28 CHANGE TO LAND**

**28.1** Where the Land is not a subdivided Lot or Lots the Buyer agrees with the Shire of Ashburton that the Shire of Ashburton may make any changes modifications variations and amendments to the plan of subdivision as may be required by the relevant authorities having jurisdiction over the Land to obtain due registration of the plan of subdivision and the Buyer shall make no objection or requisition or seek to claim any compensation in respect of any such change modification variation or amendment to the plan of subdivision or to the configuration or size of the Land PROVIDED THAT such modification variation or amendment shall not materially prejudice or detrimentally affect the size of the Land or the value of the Land. In the event of any dispute as to whether such modification variation or amendment has materially prejudiced or detrimentally affected the size or value of the Land then such dispute shall be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (Inc) Western Australian Division who shall act as an expert and not as an arbitrator. The parties shall pay the costs of such Valuer equally.

**28.2** The Buyer shall not be entitled to any compensation and the Shire of Ashburton shall not be liable for any costs or damages (whether director or indirect) arising as a result of the Buyer commissioning the preparation of any building design or specification prior to final survey and the issue of a separate Certificate of Title for the Land.

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## **29 GOODS AND SERVICES TAX**

**29.1** The Shire of Ashburton and the Buyer agree that the Purchase Price is inclusive of GST.

**29.2** The Shire of Ashburton and the Buyer agree that the Margin Scheme will apply and will be used in relation to the supply of the Land under this Contract to calculate GST on the Purchase Price and the Buyer agrees to the Shire of Ashburton adopting the Margin Scheme.

**29.3** Where a party or parties to this Contract provides non-monetary consideration and the provision of this non-monetary consideration is a Taxable Supply, the party providing the non-monetary consideration shall provide a Tax Invoice to the other party for the GST inclusive market value of that non-monetary consideration. The party receiving the Tax Invoice shall pay to the other party the GST detailed on the Tax Invoice.

- 29.4** This Contract and supporting material is not a document notifying any obligation to make payment and is not considered an invoice under the GST Act. The deposit (if any) paid is held as security for the performance of an obligation in accordance with Division 99 of the GST Act.

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**30 CONSENTS**

- 30.1** This Contract and any transfer of the Land or any part thereof (including pursuant to any repurchase by the Shire of Ashburton hereunder) shall be subject to any consent required under the Act or any other applicable statute.
- 30.2** The Buyer shall use best endeavours to obtain any consent required under the Act or any other applicable statute.

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**31 MISCELLANEOUS**

- 31.1** These Conditions and the Contract are to be governed by, and construed according to the laws of Western Australia.
- 32.2** Unless application is mandatory by law, a statute, proclamation, order, regulation or moratorium, present or future, is not to apply to the Contract or these Conditions so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise affect prejudicially rights, powers, privileges, remedies or discretions given or accruing to a party.
- 33.3** If a condition, covenant or stipulation of these Conditions or of the Contract or the application of them to a person or circumstances is, or becomes, invalid or unenforceable the remaining covenants, conditions and stipulations are not to be affected by the invalidity or enforceability, and each covenant, condition and stipulation of these Conditions and the Contract will be valid and enforceable to the fullest extent permitted by law.
- 33.4** The Buyer may not assign or transfer its rights under the Contract without the prior written consent of the Shire of Ashburton, which consent may be withheld in the absolute discretion of the Shire of Ashburton.
- 33.5** A provision of, or a right created under, the Contract may not be:
- (a) waived except in writing signed by the party granting the waiver; or
  - (b) varied except in writing signed by all parties.
- 33.6** The failure on the Shire of Ashburton's part at any time to enforce any of its rights or to exercise any option or discretion in accordance with this Contract will not be construed as a waiver of the provisions of this Contract or prejudice the Shire of Ashburton exercising such rights or the exercise of any such option or discretion.
- 33.7** The Shire of Ashburton and the Buyer agree to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, these Conditions and the Contract.

- 33.8** Without limitation to the extent that any obligations under the Contract and these Conditions have not been complied with on or before Settlement, those obligations survive Settlement and continue until complied with.
- 33.9** Each party is to pay its own solicitor's costs in respect of the Contract and the completion of the Contract. Any document recording a variation to the Contract requested by the Buyer and agreed by the Shire of Ashburton will be at the cost of the Buyer. The Buyer shall pay all stamp duty assessed on this Contract.
- 33.10** This Contract comprises the whole agreement between the parties and subject only to any provision expressly to the contrary supersedes all prior agreements and understandings between the parties.
- 33.11** This Contract may consist of a number of counterparts. The counterparts taken together constitute one instrument.

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**34 SPECIAL CONDITIONS**

The Special Conditions (if any) included in the Schedule to this Contract shall apply to and form part of this Contract. In the event of any inconsistency between the Special Conditions and the terms hereof the Special Conditions shall prevail.

**THE SHIRE OF ASHBURTON**

Poinciana Street  
Tom Price  
Western Australia 6751

Postal Address - PO Box 567  
Tom Price  
Western Australia 6751

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[www.ashburton.wa.gov.au](http://www.ashburton.wa.gov.au)

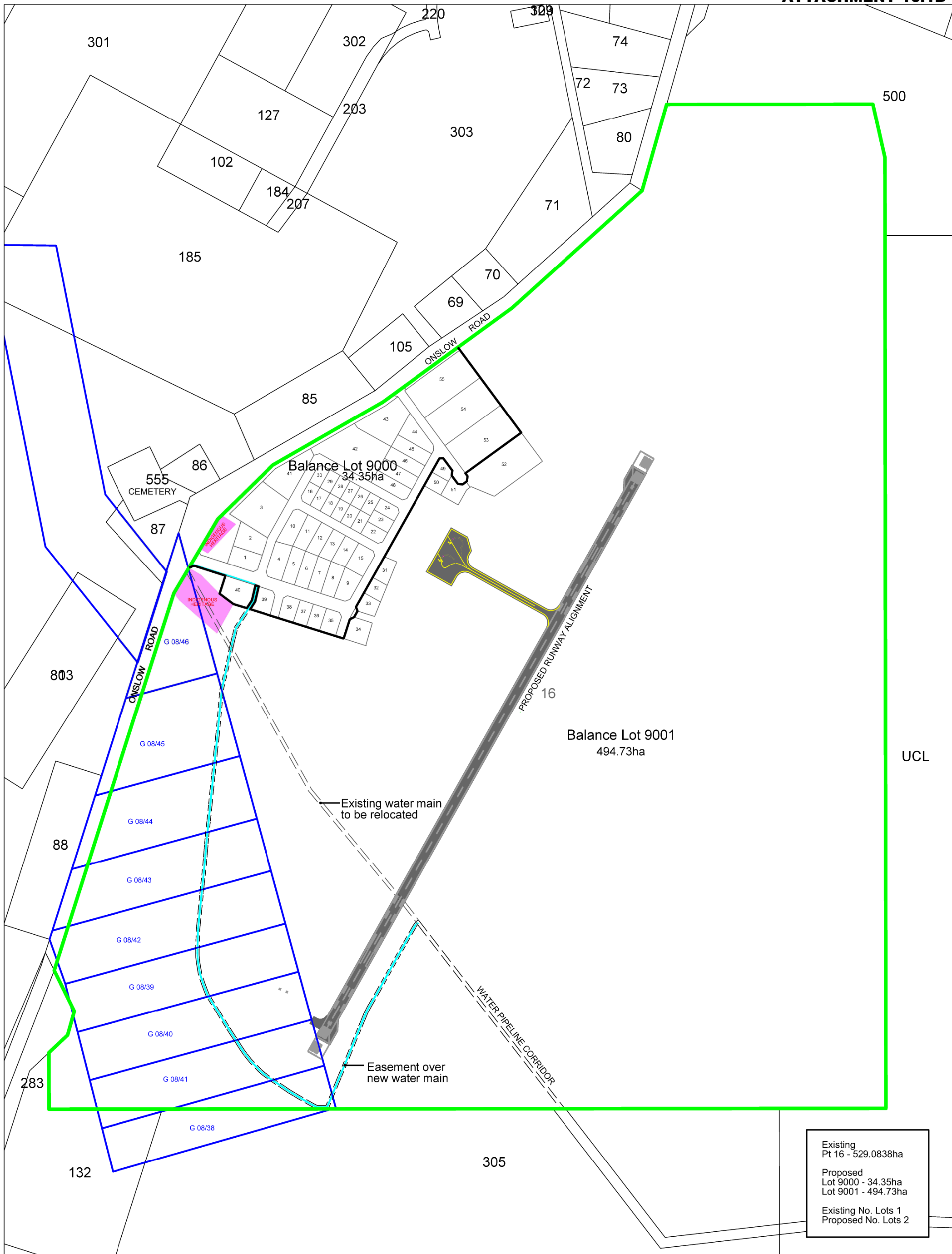
This document is published by the Shire of Ashburton in order to provide information on the proposed sale of Portion of Lot 16 (Portion Lot 9000) Onslow Road, Onslow.



Shire of  
Ashburton

The information contained in this document is provided in good faith, however neither the Shire of Ashburton nor any of its agents or employees give any warranty of accuracy nor accepts any liability as a result of a reliance upon the information, advice, statement or opinion contained in the brochure.

This disclaimer is subject to any contrary legislative provisions.



Existing  
Pt 16 - 529.0838ha

Proposed  
Lot 9000 - 34.35ha  
Lot 9001 - 494.73ha

Existing No. Lots 1  
Proposed No. Lots 2



Plan No. :  
Revision :  
Scale : 1:10 000@A3



This plan must not be reproduced without the permission of WHELAN'S. All dimensions and areas are subject to survey.

Member Practice  
Suite 4 First Floor 40 Hasler Road Osborne Park WA 6017 www.whehans.com.au

LEGEND	
	Proposed future Lots
	Proposed Boundary
	Application Area
	Lease Area
	Contours
	Easement over new water main

ONSLOW INDUSTRIAL SUBDIVISION  
SUPERLOTS

DATE DRAWN: 24/06/2014  
DRAWN BY: CdeL  
CHECKED BY: GC

FILE: 140404 superlots and subdivision.dgn  
V DATUM: AHD  
H DATUM: BIO94





# **Review of Onslow Construction Camp Shire of Ashburton**

**June 2014**

## **1. Overview**

The following information is provided to the Shire of Ashburton in respect to their request for assistance by Hinckley Pty Ltd.

This scope of works relates to the current operation of the Onslow Construction Camp by the Shire of Ashburton and the need for urgent review of long term strategies for the camp, as determined by the Shire.

The information has been prepared in accordance with information provided to Hinckley Pty Ltd by officers of the Shire of Ashburton with respect to this matter.

## **2. Project Objectives**

The following are defined as the Project Objectives in respect to this report and are generally considered to be in accordance with the requirements of the Shire of Ashburton in respect to this matter, as indicated both verbally and via exchange of emails;

- Review the current scale of operation of the Onslow Construction Camp with a view to determining the appropriate scale of operation suitable given all prevailing factors and influences.
- Review current contractual arrangements with respect to the operation of the Camp to determine what opportunities, if any, exist for the Shire of Ashburton in respect to cost minimisation.
- Consider the future demand for the Camp and make conclusions with respect to anticipated profitability of the Camp, including any proposed civil works projects within the district.
- Identify any other matters that should be considered as a result of findings of this report.

## **3. Project Deliverables**

The specific deliverables applicable to this project are as follows

- Review all documents and provide a precise history of decisions and relevant matters applicable to the Onslow Construction Camp.
- Consider and report on the statutory, policy and political impacts of the proposal at all levels of government.
- Consider the best financial solution to obtaining the Shire's objectives for the proposal.
- Provide a clear strategy with recommendations and process steps to be followed to complete this objective.

## History of Relevant Matters to the Facility

### Overview

The Onslow Construction Camp was developed to provide temporary accommodation facilities in order to respond to accommodation issues within Onslow.

Whilst the resources sector had created a high demand for local accommodation and consequent increase in both capital and rental accommodation prices within the local market, major infrastructure projects proposed to be commenced within Onslow created yet further demand in what the Shire had concluded, was an already highly volatile market.

In response to these issues and the need to ensure that accommodation was available to house workers associated with the proposed infrastructure projects, the Shire resolved to establish the Onslow Construction Camp.

Established in 2012 to initially provide immediate accommodation for the development of the Onslow Aerodrome and other major projects within Onslow, the facility quickly became an accommodation option for other visitors to Onslow and for use by Shire staff that function on a fly in-fly out basis.

Established as a 100 unit facility and managed through external contract (to ESS Thalanyji) the Onslow Construction Camp in the last 12 months has seen a dramatic reduction in demand for accommodation.

Whilst this is not unanticipated due to the completion of construction obligations at the Onslow Aerodrome, with the initial management agreement (with ESS Thalanyji) terminating in October 2014 and the agreement between the Shire and Royal Wolf (the providers of the accommodation and ancillary building units) already concluded and requiring renewal (either by tender or contract), the current situation and high number of vacancies at the Camp provides the obvious opportunity to review current operations and to ensure that the Camp (if operated) is at an optimum size that best meets anticipated future demands and any and all financial obligations.

### Occupancy Rates

In the last 12 months, demand for accommodation at Onslow Construction Camp has fallen steadily. Whilst this was anticipated by the Shire as the construction works associated with the Onslow Aerodrome began to conclude, additional demand associated with other private projects in and around Onslow have also fallen and a number of major projects, anticipated by the Shire as creating a sustained demand for accommodation have not materialised.

The extent of this falling demand for accommodation can be best illustrated in the following tables;



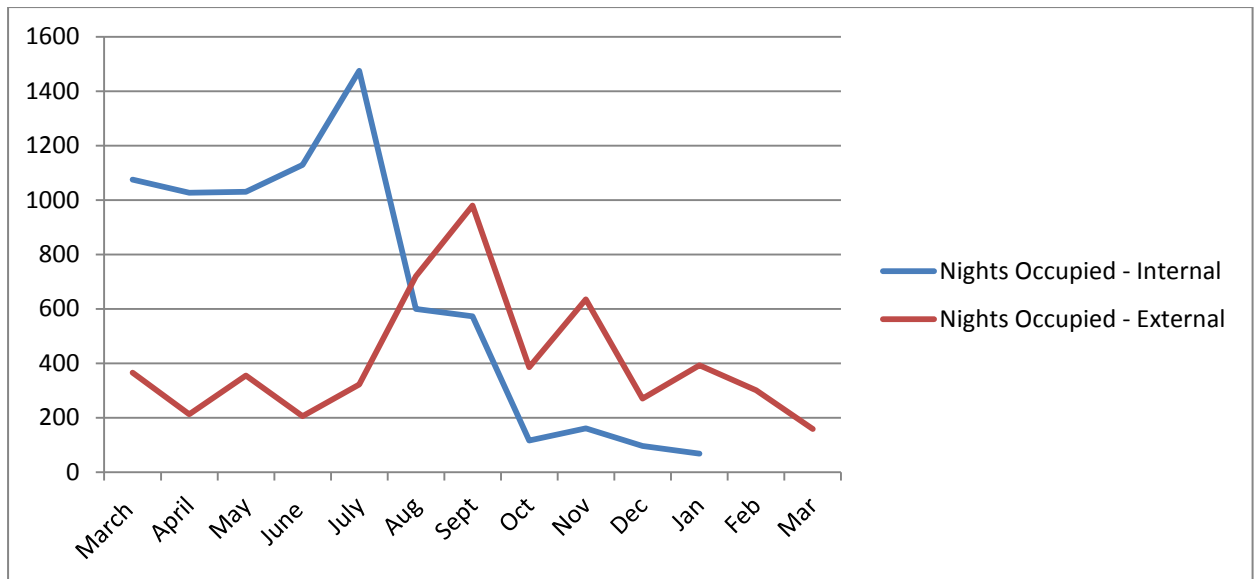


Image 1 – Nights Occupied at Onslow Construction Camp March 2013-March 2014

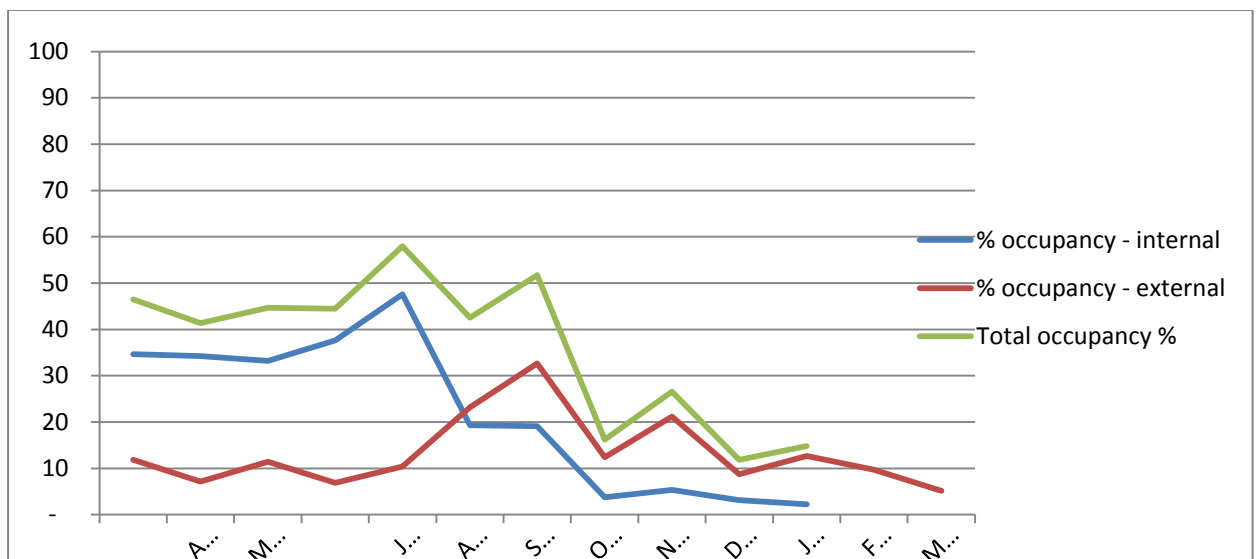


Image 2 – Percentage Occupancy Rates for Internal Staff and External (Private) users March 2013-March 2014

Traditionally, privately owned hotels and motels operate on an expectation of 60-70% occupancy rates, with the rates of return requiring such levels to both cover costs for the facility as well as provide a profit on the investment.

Clearly in this instance, the Shire is not seeking to establish a profit making accommodation venture, however by the same measure as the Council is using public funds for this facility, it equally cannot make commercial decisions that inadvertently place a larger than reasonable financial burden on the Council and create a potential for detrimental impacts to essential and core services.

Obviously occupancy rates below 10% are not sustainable and the Onslow Construction Camp cannot continue to operate on this basis without it becoming a significant financial burden upon the Council.

The Shire has a distinct advantage over both traditional accommodation facilities and the private sector in that it;

- It does not have to generate a profit on its investment, merely seeking to 'break even' will suffice, if the Council determines that the operation of the Camp is in the good governance of the district.
- The current contract arrangements between the Council and both ESS Thalanyji and Royal Wolf provide the means by which the scale of the facility can be significantly reduced to better meet anticipated demand and reduce costs, if this is required.

Conversely however the Council must be cognisant of the following issues;

- The facility whilst seeking to break even is also responsible for the recovery of costs associated with the loan established for the facility, whilst this can be funded through Municipal funds, this would place an additional financial burden on the Council,
- The Council cannot indefinitely fund a loss making enterprise (unless it has no option other than to continue to do so until other obligations are completed) without this having a detrimental impact on service delivery or other projects.
- The Council is clearly seeking to attract users of the facility in direct competition to other private sector accommodation providers. Whilst this cannot be avoided in the short term, due to the existence of the construction loan, in the longer term the Council must exercise care if it wishes to remain in this sector competing against private sector providers.

The issue in respect to the Onslow Construction Camp however is how best to determine the scale of the facility that is appropriate both with respect to;

- Current and anticipated accommodation demands,
- Need for internal staff accommodation, and
- The need to fund existing obligations arising from the facility.

#### Current and Future Accommodation Demands.

It is evident from trend analysis that the Camp has encountered a rapid decline in demand for accommodation in the last 12 months. Whilst this was anticipated as works were completed at the Onslow Aerodrome, further declines in other demands and the delay of major infrastructure projects has created yet further decline.

Council staff have advised that due to uncertainty with the Camp, officers have been hesitant to commit to long term accommodation bookings or taking bookings many months in advance, in fear that these may not be able to be satisfied if the Camp is reduced from its current scale of operation.

In addition, Council staff have further advised that the decline in demand has also been experienced at private accommodation providers in Onslow with greater competition for what limited demand exists now being experienced.

Very recently, bookings that were anticipated at the Onslow Construction Camp were lost to a direct competitor. Whilst the reasons for this loss are not fully understood, there has been some feedback to suggest that the level of catering at the privately operated facility is of a higher quality than that at the Onslow Construction Camp.

Discussions with ESS Thalanyji have indicated that the standards of catering at the Onslow Construction Camp can be increased to meet market expectation, if this is considered to be a cause for the loss of bookings however such increases in standards will cost more to provide.

Whilst it is not unreasonable for the Shire, as the owner/operator of this facility, to respond to market influences and to meet customer expectations, care should be exercised if the Council wishes to 'compete' with other operators in respect to either standards or prices, as this may result in cost cutting (by both or either operator) and issues relating to anti-competitive behaviour arising.

#### External Demand

All indicators appear to suggest that external demand is both declining and sporadic, and whilst this may be required (at whatever level of demand can be substantiated) to cover costs associated with the facility, relying solely on external demand as the means by which to cover costs of the facility may not be possible.

Once alternate methods have been used to assess the likely scale of the facility required (covering known costs) then this will be compared with anticipated demand for accommodation.

#### Internal Demand

Whilst internal demand and use of the Onslow Construction Camp is a 'non-cash' transaction, in that the Shire is effectively paying itself, the use of the camp by Shire staff both results in additional costs relating to facility hire, management services, equipment and other costs.

In addition, if the Camp was not available, then the internal demand (as estimated) would still exist, however the Shire would have to source such accommodation from other providers, at the prevailing market rate.

In order to validate the extent of such internal demand, officers of the Shire were asked to indicate the level of accommodation expected at the Camp as a result of staff requirements in the immediate future.

Council officers advised that there were currently 4 staff based at the Camp, however draft budget papers indicate requests for an additional 11 staff, all of whom will require accommodation at the camp.

Whilst it is not known how many of the 11 staff requested as part of the draft 2014/15 budget papers will be authorised, assumption have been made in respect to the current 4 staff plus 50% of the requested staff being appointed.

## **Consider the statutory, policy and political impacts of the proposal at all levels of government.**

### **Policy and Political Obligations**

Whilst there are no obvious Policy or Political obligations in respect to the Onslow Construction Camp, the development of the Camp was funded through a loan from the State Government.

This loan is currently being paid quarterly in accordance with the repayment process established for this loan facility, and whilst the Council could legitimately close the Camp and fund the repayment of the loan from Municipal Funds, the Council may consider that there is a moral obligation to operate and manage the Camp, either as a commitment in itself or in a limited capacity, for a defined period of time (either related to the term of the loan or relative to major infrastructure projects anticipated within Onslow).

It is not known how the State will react if the Camp is closed or reduced in its scale of operation, due to costs and a lack of demand, only to discover that major infrastructure projects in the district cannot proceed due to a lack of accommodation in the area.

### **Statutory Obligations**

Section 3.18 of the Local Government Act 1995 provides that;

*A local government is to satisfy itself that services and facilities that it provides -*

- (a) integrate and coordinate, as far as practicable, with any provided by the Commonwealth, the State or any public body; and*
- (b) do not duplicate, to an extent that the local government considers inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private, and are managed effectively.*

Clearly, the responsibility for determining if a facility is competing with private interests and the extent to which this competition exists is at the discretion of the Council.

However whilst the Council may determine that the market is sufficient for several such facilities to operate, including the Onslow Construction Camp, the private sector operators may not consider the matter in the same manner, especially when public funds are used to enable the management of the Onslow Construction Camp.

As such, the Council in considering this report, and the manner and scale of the Onslow Construction Camp, must also consider the prevailing influences including, but not limited to;

- The value of the construction loan outstanding and the period over which this will be fully repaid,
- The costs associated with altering the scale of the facility, including penalty payments or transporting/de-mobilization costs.
- The demand for both external and internal accommodation within the district and if the scale of the Camp will result in undue competition for customers between the Camp and private operators,
- The likelihood that the Camp will require supplementary funding from the Council to operate or whether it can operate on a cost neutral basis.

### **Consider the best financial solution and objectives/recommendations to achieve the Shire's objectives for the proposal.**

In considering the financial issues relating to the Onslow Construction Camp, the income and expenditure reports for the Camp over the last 12 months have been reviewed.

#### **Expenditure**

In considering the expenditure for the Onslow Construction Camp, consideration has been given to recurrent costs based on evidence of the Camp's operation from the financial information provided, as well as costs associated with contractual or fixed term obligations. An assessment of the recurrent costs of the Camp provides the following information;

Item	Average	Comments
Royal Wolf	104,772.65	
ESS Thalanyji	80,907.80	
Coates Hire	13,121.43	
Onsite Rental Group	3,293.62	Average of hiring cost per month without additional costs in Sept
Alltrack WA		
Mayday Earthmoving		
Foxtel	6,030.39	
Mntce contractors	3,459.88	This value fluctuates based upon availability of Shire Staff
Shire Mntce Wages	10,439.91	This value fluctuates and is offset by Maintenance Contractor costs
Shire Plant	480.07	
Materials and Parts	1,534.98	
Water Corporation	703.55	Averaged over 6 months not 7
Fuel		
Telephone Costs	1,262.79	Averaged over 6 months not 7
Flights	213.42	Averaged over 6 months not 7
Staff Accommodation		Costs are identified as part of overall internal staff costs
Gym Equipment	-	One off cost, partially recoverable in the event of sale
<b>Total Recurrent Costs</b>	<b>226,220.49</b>	

In respect to contractual or fixed term costs, these have been identified as follows.

In addition, certain contracts and arrangements have costs associated with the closure or scaling back of the Camp. These costs, as understood, are identified;

### Royal Wolf

The contract between the Shire of Ashburton and Royal Wolf provides a fixed fee per unit for those units as required by the Shire at any point in time. Whilst this agreement has formally expired, until the units are returned to Perth, the agreement is being managed on a month by month basis.

The agreement provides that whilst the units are delivered free of charge to site by Royal Wolf, they must be returned to Welshpool by the Shire of Ashburton at the conclusion of the agreement or on determination to reduce the total number of units required.

The monthly costs for Royal Wolf are provided in both the recurrent costs as well as the Options provided (based on the listed assumptions of the units required in each Option), these costs are based upon the following hire rates for each specific type of unit;

Module	Rate (ex GST)			
	Per Day	Qty	\$/ mth	\$ / Year
40' Commercial Kitchen	\$210.00	1	\$6,387.50	\$76,650
40' Lunch room	\$130.00		-	-
40' Server / Diner	\$86.65	1	\$2,635.58	\$31,627
40' Cabin	\$65.00		-	-
40' Laundry	\$63.00	2	\$3,832.50	\$45,990
40' Linen Store	\$63.00	1	\$1,916.25	\$22,995
40' Accommodation	\$52.00		-	-
40' Office Modules	\$45.00	3	\$4,106.25	\$49,275
40' Rec Room	\$43.00	2	\$2,615.83	\$31,390
Fabric Awning	\$35.00	1	\$1,064.58	\$12,775
40' Diner	\$28.50	2	\$1,733.75	\$20,805
40' Gym	\$28.50	2	\$1,733.75	\$20,805
20' Accommodation	\$21.50	100	\$65,395.83	\$784,750
Breezeway / Verandah	\$20.00	2	\$1,216.67	\$14,600
20' Reefer Containers	\$15.00	3	\$1,368.75	\$16,425
10' Highcube Storage	\$1.50		-	-
			\$94,007.25	\$1,128,087

The Master Hire Agreement between the Shire and Royal Wolf also provides that;

*Redelivery:*

*The Owner will accept redelivery of containers into its Royal Wolf Perth depot only. Hirer is responsible for all associated transports costs upon return of containers to Royal Wolf depot.*

This cost exists irrespective of the period over which the agreement operates and throughout the life of the Camp.

As such, these costs should be considered as deferred liabilities to the overall project as they will be incurred by the Shire at some point in time. The only means of avoiding such costs is for the Shire to purchase the units outright, thereby avoiding the need to transport them to the Royal Wolf depot.

The financials provided by the Shire of Ashburton for the operation of the Camp do not identify these costs as deferred liabilities, and discussion with Council officers has revealed that this liability is not being 'cash backed' from the profits previously earned at the Camp.

Discussion with Council officers has revealed that the costs anticipated for the relocation and deconstruction of the current Royal Wolf units is as follows;

• Transport costs to Royal Wolf Depot	\$337,500
• Crane Hire	\$ 3,000
• Container lifting forklift	\$ 2,000
• Material for cover containers	\$ 6,000
• Other shut down costs	\$ 26,316
Total	\$374,816

As such, the total cost of relocating all units has been considered as a monthly cost against the Camp, for the period over which the Camp is proposed (by each Option) to operate.

Foxtel

The Shire has an existing agreement with Foxtel for the provision of Pay TV at the camp. This agreement has a current average cost per month of \$6,030. The period of the agreement is for an initial 36 months expiring in September 2015.

The contract provides scope for cancellation upon payment of 50% of the residual contract value. The value of this cancellation fee as at 30 April 2014 is estimated to be \$57,000.

### ESS Thalanyji

The management agreement between the Shire and ESS Thalanyji provides for a graduated rate based on the level of units occupied.

- 0-24 units - \$21.52 per person + \$1763 per day
- 25-50 units – \$71.32 per person
- 50+ units - \$61.24 per person

The agreement has several key elements that must be considered with respect to this report;

- Commencement date of agreement: 15 October 2012
- Initial Expiry Date: 14 October 2014
- Further Expiry Date: 14 October 2015

Clause 18.3 of the Agreement with ESS Thalanyji states that in the event that the Agreement is terminated prior to the Initial Expiry Date, the costs associated with redundancy and demobilisation will be the responsibility of the Shire.

Whilst the Agreement is silent in respect to how these cost elements are calculated, and these are not further clarified within the Definitions section of the Agreement, it can be concluded that the following exists (based on the detail contained within Attachments to the Agreement);

- Redundancy Costs: \$1763.40 per day for maximum of 60 days
- Demobilisation Costs: \$10,897.29

### Coates Hire and OnSite Rental Group

The current agreement between the Shire, Coates Hire and OnSite Rental Group provides for 2 X 500KVa generators, cables and transfer switches, fuel tank generator and fuel tank.

The agreement with Coates Hire is scheduled to expire on the 25<sup>th</sup> of September 2014 however Council staff have confirmed that these agreements and the hiring of this equipment can be concluded at any time, without penalties applying.

The agreement (as a condition of the Terms of Hire) places responsibility for de-mobilization costs associated with the equipment with the Shire in the event that the equipment is no longer required (in part or in full).

If the Camp were to be reduced in size, there is the potential for the use of one of the 500Kva generators to be discontinued, however demobilisation costs would still apply.

The fuel tank currently located at the Camp (and used by the Aerodrome) if surplus to requirements may be able to be relocated to the Council depot for ongoing use by the Shire, however this is still to be confirmed.



### Loan Agreement

In developing the Onslow Construction Camp, the Shire of Ashburton established a construction loan with the State Government. This loan as at 17 April 2014 had an outstanding balance of \$2,039,443 with quarterly payments of \$291,349 applicable.

The total portion of the loan repaid during the prior period (from the date of the loan being established until 17 April 2014) is \$1,165,296.

It is interesting to note that the financial statements for the Onslow Construction Camp do not consider the loan as an expense to the camp, so it is assumed that the Shire is allocating this cost elsewhere.

For the purposes of this exercise, and recognising that the loan will either need to be repaid in full or repaid quarterly until complete, the expenses associated with the loan have been allocated to the financials of the Camp to demonstrate the full extent of the financial liabilities posed by the facility.

These expenses are shown as a monthly liability rather than a quarterly expense.

### **Income**

Income for the camp can be considered in two components, those arising from the leasing of accommodation units at the camp to external agencies, companies and contractors, and those arising from the use of the camp by staff of the Shire of Ashburton.

### External Use

As indicated previously (Images 1 and 2) the current external demand for accommodation at the camp has fallen significantly from a high occupancy rate of 33% in September 2013 to a low occupancy rate of 5% in March 2014.

Current trends and information from Council staff would appear to indicate that the current demand for external accommodation is unlikely to change materially in the short to medium term, however given that there are a number of proposed major infrastructure projects within Onslow, all of which will create future demand for accommodation, it is likely that there will be further peak demands in the future.

There is also evidence of strong competition for what little demand currently exists, between the Council operated Onslow Construction Camp and private accommodation providers.

### Internal Use

Whilst accommodation associated with Council staff is not a cash based return on the property, the demand for use by Council staff nevertheless exists and if the Camp did not exist, the Council would be required to satisfy this demand for staff accommodation using privately operated facilities.

As such, the income from staff use can be considered as a true cost against the Shire of Ashburton and therefore as income for the Camp.

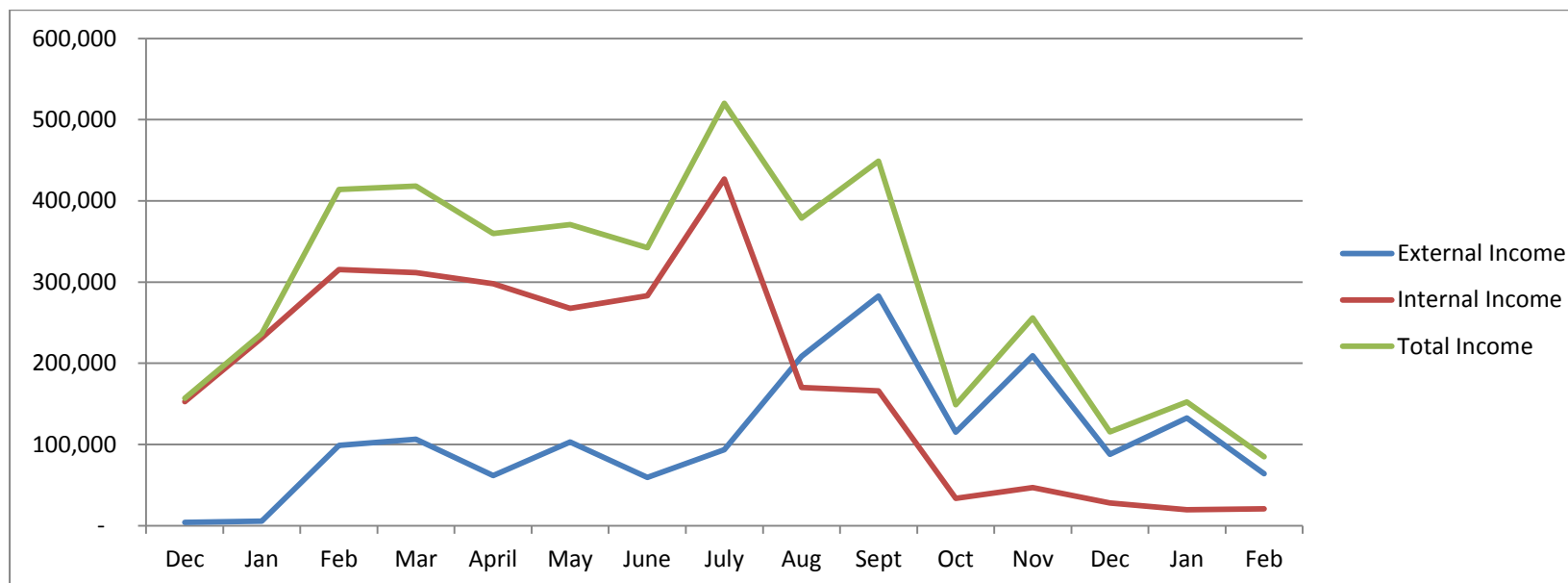
In order to substantiate the extent of demand required as result of Council staff usage, discussions were held with officers of the Council. These discussions revealed that there is a current demand of 4 units for staff accommodation with a further 11 units potentially required as a result of proposed staff within the 2014/15 draft budget papers.

Whilst it not unusual for proposed staff and approved staff to vary considerably as a result of local government budgeting processes, it is imperative to recognise the demand for additional accommodation that will arise from any of the proposed 11 new staff being appointed.

The following table indicates the income generated by the Camp over the prior periods;

Item	2012	2013													
	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
External Income	4,060	5,510	98,890	106,560	61,770	102,950	59,450	93,380	208,510	282,840	115,310	209,110	87,660	132,410	63,930
Internal Income	152,830	231,130	315,230	311,750	297,830	267,698	283,040	426,880	170,230	165,880	33,669	46,690	27,840	19,720	20,880
<b>Total Income</b>	<b>156,890</b>	<b>236,640</b>	<b>414,120</b>	<b>418,310</b>	<b>359,600</b>	<b>370,648</b>	<b>342,490</b>	<b>520,260</b>	<b>378,740</b>	<b>448,720</b>	<b>148,979</b>	<b>255,800</b>	<b>115,500</b>	<b>152,130</b>	<b>84,810</b>

Table 1 – Summary of Income, Onslow Construction Camp



It is evident that the income produced by the Camp has fallen rapidly across all areas since its peak of July 2013. This is not unexpected given the falling accommodation rates as illustrated in Image 1 and Image 2.

What however must also be considered is that whilst the Camp has seen a rapid and steady decline in income over the last 10 months, the costs associated with the operation of the Camp have remained comparatively steady (other than management costs associated with ESS Thalanyji which are directly related to occupancy rates).

This is expected, given that much of the Camp is subject to long term contracts or is subject to termination and/or demobilisation costs in the event that the Camp is closed or reduced in scale.

Whilst it may be appropriate to assess the most ideal size of the Camp based on estimated internal and external demand for accommodation, this is a difficult methodology to use to arrive at an accurate conclusion, due to the following issues;

- Current internal demand requires 4 units, however there are an additional 11 staff proposed under the 2014/15 draft budget each of which will require an additional unit to be provided. It is unclear what proportion of these staff will be approved under budget.
- External demand for accommodation has fallen rapidly in the last 6 months, and there is no obvious justifiable expectation that this will rise in the foreseeable future.
- Expressions of Interest received by Council staff in recent months for long term bookings or bookings significantly in advance by external agencies and companies have not been confirmed, as Council staff were unable to confirm the scale of the Camp operation that will exist in the future, due to current reviews underway (including this report).

As such it has been considered as more appropriate to use a formula that provides for cost recovery, rather than assumed demand (that cannot be validated). This will enable a minimum number of units to be identified, against which known demands, and expected demands can be compared to arrive at a final assumption based on all known information at this point in time.

## Overall Financial Information

When the current Expenditure and Income information is compiled, the following applies;

Item	2013						2014
	July	Aug	Sept	Oct	Nov	Dec	Jan
<b>Income Generated</b>	426,880	170,230	165,880	33,669	46,690	27,840	19,720
	<b>426,880</b>	<b>170,230</b>	<b>165,880</b>	<b>33,669</b>	<b>46,690</b>	<b>27,840</b>	<b>19,720</b>
<b>Recurrent Costs</b>							
Royal Wolf	107,772.65	108,318.65	104,824.50	108,318.65	142,774.32	93,138.65	68,261.15
ESS Thalanyji	114,206.72	87,743.16	123,459.78	74,999.20	63,640.40	53,253.27	49,052.10
Coates Hire	13,080.00	13,080.00	13,080.00	13,370.00	13,080.00	13,080.00	13,080.00
Onsite Rental Group		2,921.10	4,548.15	2,450.86	14,503.31	4,244.99	2,302.99
Alltrack WA			4,600.00	7,500.00	5,400.00		
Mayday Earthmoving			1,000.00				
Foxtel	5,945.45	5,945.45	5,945.45	6,094.09	6,094.09	6,094.09	6,094.09
Mntce contractors		5,098.76	395.04	785.70	7,649.93	7,568.00	2,721.70
Shire Mntce Wages	2,235.98	6,036.23	26,125.71	7,201.22	14,450.76	9,934.72	7,094.78
Shire Plant			874.50	799.50	890.00	321.00	475.50
Materials and Parts	232.75	4,842.69	702.62		261.72	4,614.09	91.02
Water Corporation		2,126.30		1,165.53		929.45	
Fuel					45,528.30	71,635.52	40,132.36
Telephone Costs					4,655.72		2,921.00
Flights		299.09			552.27		429.13
Staff Accommodation				1,740.00		5,220.00	
Gym Equipment				11,362.80			
<b>Total Recurrent Costs</b>	<b>243,473.55</b>	<b>236,411.43</b>	<b>285,555.75</b>	<b>235,787.55</b>	<b>319,480.82</b>	<b>270,033.78</b>	<b>192,655.82</b>
<b>Balance</b>	<b>183,406.45</b>	<b>- 66,181.43</b>	<b>- 119,675.75</b>	<b>202,118.55</b>	<b>- 272,790.82</b>	<b>242,193.78</b>	<b>172,935.82</b>
<b>Loan Payment</b>	<b>97,116.33</b>	<b>97,116.33</b>	<b>97,116.33</b>	<b>97,116.33</b>	<b>97,116.33</b>	<b>97,116.33</b>	<b>97,116.33</b>
<b>Balance after loan repayment</b>	<b>86,290.12</b>	<b>- 163,297.76</b>	<b>- 216,792.08</b>	<b>299,234.88</b>	<b>- 369,907.15</b>	<b>339,310.11</b>	<b>270,052.15</b>

Table 2 – Summary of Financial Information

As can be seen, when the monthly costs associated with servicing the loan are applied to the overall costs of the Camp, the Camp has only produced a profit over the operation in July 2013.

This was the peak occupancy at the Camp for the last 12 months, and based on current information and demand for accommodation, is unlikely to be repeated anytime in the foreseeable future.

It should also be considered however, that the costs associated with the Camp include the continued hiring of facilities and equipment far in excess of what is required to meet current demand.

This is unavoidable in the current situation as the supply contracts with both Foxtel, ESS Thalanyji and Royal Wolf all incur costs as part of any proposal to reduce the level of services or facilities provided.

In order to therefore consider the options available for the Shire in respect to the Camp, several options have been considered, some of which require additional costs to be incurred, relating to de-mobilization costs or contract cancellation costs.

Provisional sums have also been included relating to general shut down costs, disconnection of services and other anticipated expenditures where applicable.

Such provisions have been applied on a pro rata basis where the Option considers a reduction in the scale of the Camp operation rather than a complete closure.

In establishing appropriate costs for the closure or downsizing of the Camp in accordance with the proposed Options, the following summary of anticipated costs has been assembled;

Details	Cost per unit	Option 1 Qty	Value	Option 2 Qty	Value	Option 3 Qty	Value	Option 4 Qty	Value
Electrical disconnection	50	120	6,000	-	-	89	4,450	68	3,400
Plumbing disconnection	50	120	6,000	-	-	89	4,450	68	3,400
Site Clean up	5,000	1	5,000	-	-	1	5,000	1	5,000
Clean Units									
Accommodation units	35	100	3,500	-	-	80	2,800	60	2,100
Kitchen	105	1	105	-	-	-	-	-	-
Server/Diner	70	1	70	-	-	-	-	-	-
Laundry	70	2	140	-	-	1	70	1	70
Linen Store	35	2	70	-	-	1	35	1	35
Office Module	35	3	105	-	-	2	70	2	70
Rec Room	70	2	140	-	-	1	70	1	70
Awning	1	1	1	-	-	-	-	-	-
Diner	70	2	140	-	-	1	70	1	70
Gym	70	2	140	-	-	1	70	1	70
Reefer Container	35	3	105	-	-	2	70	2	70
Crane Hire	65	120	7,800	-	-	89	5,785	68	4,420
Transit walls (req'd only for non-accommodation units)	300	20	6,000	-	-	9	2,700	9	2,700
Container lifting fork hire	2000	1	2,000	-	-	1	2,000	1	2,000
<b>Totals</b>			<b>37,316</b>		<b>-</b>		<b>27,640</b>		<b>23,475</b>

In addition to these 'Shutdown Costs', a cost for the physical transportation of the Royal Wolfe units has been calculated. The cost for the transport of all units has been assessed at \$337,500 based on quoted costs plus an assessment of the number of trucks required to relocate the various types and sizes of units currently at the Camp.

These costs have also been applied proportionally to each Option dependent on the scale of downsizing considered by that Option.

Similar to the costs appropriated for the loan repayment, transport of Royal Wolf accommodation and ancillary units (at the end of the hiring period) and Coates Hire costs (at the end of the hiring period), the costs associated with the Shutdown of the facility has been considered to be a non-current liability and a provision has been made each month of the review period to bring to account the final costs associated with closing the Camp at the end of the review period, should this decision be taken by the Council.

### **Option 1**

#### **Close the Camp with immediate effect**

This option considers the complete closure of the Camp and the cancellation of all contracts and service agreements required to facilitate this outcome.

### **Option 2**

#### **Retention of the Camp in its current form**

This option avoids costs associated with de-mobilisation costs, transporting of units to Perth (Royal Wolf) as well as penalty provisions from the ESS Thalanyji and Foxtel agreements.

### **Option 3**

#### **Reduce the scale of Camp to meet anticipated demand for accommodation.**

This option is based on the premise of assuming the minimum number of units required to meet such demands. This option also requires penalty costs associated with existing service agreements and the relocation of Royal Wolf units to Perth.

### **Option 4**

#### **Reduce the scale of Camp to meet anticipated demand for accommodation plus a provision for additional demand (if required).**

This option recognises that additional provision for future demands of accommodation may be required as a result of local infrastructure projects, projects that may be dependent upon accommodation being available for such projects to be initiated.



## Option 1

### Close the Camp with immediate effect

*This option considers the complete closure of the Camp and the cancellation of all contracts and service agreements required to facilitate this outcome.*

The term of this Option has been retained as November 2015 as this corresponds with the conclusion of the construction loan for the facility and enables direct comparisons with other Options.

This Option recognises;

- The costs associated with the relocation of units (Royal Wolf),
- The costs associated with the demobilisation of the Coates Hire equipment,
- The costs associated with terminating the current agreement with Foxtel, and
- The costs associated with terminating the current agreement with ESS Thalanyji.

This Option also assumes that the 10 units required to accommodate internal staff can be met through alternate local accommodation supply.

		Unit Cost	2014								2015											
Item	No.		June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Totals	
Recurrent Costs- Staff Accommodation																						
Current Internal Demand	4	290	34800	35960	35960	34800	35960	34800	35960	35960	33640	35960	34800	35960	34800	35960	35960	34800	35960	34800		
Proposed Internal Demand	6	290	52200	53940	53940	52200	53940	52200	53940	53940	50460	53940	52200	53940	52200	53940	53940	52200	53940	52200		
Total Recurrent Costs	10		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
			87,000	89,900	89,900	87,000	89,900	87,000	89,900	89,900	84,100	89,900	87,000	89,900	87,000	89,900	89,900	87,000	89,900	87,000	1,592,100	
Loan Payment			97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	1,748,094	
Balance after loan repayment			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
			184,116	187,016	187,016	184,116	187,016	184,116	187,016	187,016	181,216	187,016	184,116	187,016	184,116	187,016	187,016	184,116	187,016	184,116	3,340,194	
Non-Current Liabilities																						
Shutdown Costs			37,316																		37,316	
Demobilisation - Royal Wolf			337,500																		337,500	
Contract Termination - ESS Thalanyji			116,701																		116,701	
Contract Termination Foxtel			57,000																		57,000	
Coates Hire and OnSite Rental DeMob			7,500																		7,500	
Disconnect services and other shut down costs			15,000																		15,000	
Total Non-Current Liabilities			571,017	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	571,017	
Net Position Per Month			755,134	187,016	187,016	184,116	187,016	184,116	187,016	187,016	181,216	187,016	184,116	187,016	184,116	187,016	187,016	184,116	187,016	184,116	3,911,211	

## Option 2

### Retention of the Camp in its current form

*This option avoids costs associated with de-mobilisation costs, transporting of units to Perth (Royal Wolf) as well as penalty provisions from the ESS Thalanyji and Foxtel agreements.*

As can be seen in Table 2, the camp in its current form does not cover costs associated with the operation of the Camp. This issue is further complicated when the costs associated with the demobilisation of the Royal Wolf units is brought to account.

As mentioned previously, these costs are not avoidable, and will be incurred by the Shire irrespective of when and if the Camp is reduced in size or closed.

In order to assess anticipated income from external demand, the trend analysis (provided in Image 1 and Image 2) would appear to indicate that this is twice the value of current internal demand.

This Table recognises;

- The costs associated with the relocation of units (Royal Wolf) at the conclusion of the term (applied as a monthly liability),
- The costs associated with the demobilisation of the Coates Hire equipment at the conclusion of the term (applied as a monthly liability), and
- The reduction in costs associated with ESS Thalanyji as result of the reduced occupancy rates

This assumption however has an intrinsic error as it maintains the Camp in its current form and size, irrespective of the anticipated reduction in demand for accommodation. This is further considered in Option 2.

			2014								2015											
Item	No.	Unit Cost	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Totals	
Current Internal Demand	4	290	34800	35960	35960	34800	35960	34800	35960	35960	33640	35960	34800	35960	34800	35960	35960	34800	35960	34800	636840	
Proposed Internal Demand	6	290	52200	53940	53940	52200	53940	52200	53940	53940	50460	53940	52200	53940	52200	53940	53940	52200	53940	52200	955,260	
Anticipated External Demand	8	290	69600	71920	71920	69600	71920	69600	71920	71920	67280	71920	69600	71920	69600	71920	71920	69600	71920	69600	1,273,680	
Income Generated	18		156,600	161,820	161,820	156,600	161,820	156,600	161,820	161,820	151,380	161,820	156,600	161,820	156,600	161,820	161,820	156,600	161,820	156,600	2,865,780	
Recurrent Costs																						
Royal Wolf			104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773	104,773		
ESS Thalanyji			53,277	55,040	55,040	53,277	55,040	53,277	55,040	55,040	51,514	55,040	53,277	55,040	53,277	55,040	55,040	53,277	55,040	53,277		
Coates Hire			13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121	13,121		
Onsite Rental Group			3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294	3,294		
Foxtel			6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030	6,030		
Mntce contractors			3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460	3,460		
Shire Mntce Wages			10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440	10,440		
Shire Plant			480	480	480	480	480	480	480	480	480	480	480	480	480	480	480	480	480	480		
Materials and Parts			1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535		
Water Corporation			704	704	704	704	704	704	704	704	704	704	704	704	704	704	704	704	704	704		
Fuel			32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500	32,500		
Telephone Costs			1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263	1,263		
Flights			213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213		
Total Recurrent Costs			231,090	232,853	232,853	231,090	232,853	231,090	232,853	232,853	229,327	232,853	231,090	232,853	231,090	232,853	232,853	231,090	232,853	231,090	4,175,488	
Loan Payment			97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	1,748,094	

Balance after loan repayment			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			171,606	168,149	168,149	171,606	168,149	171,606	168,149	168,149	175,063	168,149	171,606	168,149	171,606	168,149	168,149	171,606	168,149	171,606	3,057,802
Non-Current Liabilities																					
Journal for Internal Use			121,800	125,860	125,860	121,800	125,860	121,800	125,860	125,860	117,740	125,860	121,800	125,860	121,800	125,860	125,860	121,800	125,860	121,800	2,228,940
Shutdown Costs			2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	2,073	37,316
Demobilisation - Royal Wolf			18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	18,750	337,500
Contract Termination - ESS Thalanyji																					
Contract Termination Foxtel																					
Coates Hire and OnSite Rental DeMob			417	417	417	417	417	417	417	417	417	417	417	417	417	417	417	417	417	417	7,500
Disconnect services and other shut down costs			833	833	833	833	833	833	833	833	833	833	833	833	833	833	833	833	833	833	15,000
Total Non-Current Liabilities			143,873	147,933	147,933	143,873	147,933	143,873	147,933	147,933	139,813	147,933	143,873	147,933	143,873	147,933	147,933	143,873	147,933	143,873	2,626,256
Net Position Per Month			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			315,479	316,082	316,082	315,479	316,082	315,479	316,082	316,082	314,876	316,082	315,479	316,082	315,479	316,082	316,082	315,479	316,082	315,479	5,684,058

### Option 3

#### **Reduce the scale of Camp to meet anticipated demand for accommodation.**

*This option is based on the premise of assuming the minimum number of units required to meet such demands. This option also requires penalty costs associated with existing service agreements and the relocation of Royal Wolf units to Perth.*

This Option seeks to resolve the issues with Option 2 through the inadvertent oversupply of accommodation based on anticipated internal and external demand.

This Table recognises;

- The costs associated with the relocation of units (Royal Wolf) both immediately to reduce the scale of the facility as well as at the conclusion of the term (applied as a monthly liability),
- The costs associated with the demobilisation of the Coates Hire equipment (proportionally) to meet immediate needs with full demobilisation of equipment at the conclusion of the term (applied as a monthly liability),
- The reduction in costs associated with ESS Thalanyji as result of the reduced occupancy rates, and
- The reduction in the Foxtel services to meet current demand requirements and the reduced scale of the facility.

In addition, costs associated with maintenance and operational costs have been reduced on a pro rata basis to better reflect the likely costs of operating the smaller size Camp. Whilst the size of the Camp is proposed under Option 3 to reduce from the current 100 units to 20, the pro rata costs associated with the Camp have only been reduced to 40% of total on the basis that certain facilities (kitchen, rec room etc.) will require additional running and maintenance costs.

The units proposed to be retained under this Option are as follows;

- Kitchen
- Dining Room
- Gym
- Recreation Room
- Laundry
- Verandah/Breezeway
- Reefer Unit
- 20 X accommodation units

Item	No.	Unit Cost	2014							2015											Totals
			June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	
Current Internal Demand	4	290	34800	35960	35960	34800	35960	34800	35960	35960	33640	35960	34800	35960	34800	35960	35960	34800	35960	34800	
Proposed Internal Demand	6	290	52200	53940	53940	52200	53940	52200	53940	53940	50460	53940	52200	53940	52200	53940	53940	52200	53940	52200	
Anticipated External Demand	8	290	69600	71920	71920	69600	71920	69600	71920	71920	67280	71920	69600	71920	69600	71920	71920	69600	71920	69600	
<b>Income Generated</b>	<b>18</b>		<b>156,600</b>	<b>161,820</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>161,820</b>	<b>151,380</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>156,600</b>	<b>2,865,780</b>
<b>Recurrent Costs</b>																					
Royal Wolf			32,030	33,097	33,097	32,030	33,097	32,030	33,097	33,097	30,962	33,097	32,030	33,097	32,030	33,097	33,097	32,030	33,097	32,030	
ESS Thalanyji			53,277	55,040	55,040	53,277	55,040	53,277	55,040	55,040	51,514	55,040	53,277	55,040	53,277	55,040	55,040	53,277	55,040	53,277	
Coates Hire			6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	6,561	
Onsite Rental Group			1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	1,647	
Foxtel			2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	2,412	
Mntce contractors			1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	1,384	
Shire Mntce Wages			4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	4,176	
Shire Plant			192	192	192	192	192	192	192	192	192	192	192	192	192	192	192	192	192	192	
Materials and Parts			614	614	614	614	614	614	614	614	614	614	614	614	614	614	614	614	614	614	
Water Corporation			281	281	281	281	281	281	281	281	281	281	281	281	281	281	281	281	281	281	
Fuel			16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	
Telephone Costs			505	505	505	505	505	505	505	505	505	505	505	505	505	505	505	505	505	505	
Flights			213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	
<b>Total Recurrent</b>			<b>119,542</b>	<b>122,373</b>	<b>122,373</b>	<b>119,542</b>	<b>122,373</b>	<b>119,542</b>	<b>122,373</b>	<b>122,373</b>	<b>116,712</b>	<b>122,373</b>	<b>119,542</b>	<b>122,373</b>	<b>119,542</b>	<b>122,373</b>	<b>122,373</b>	<b>119,542</b>	<b>122,373</b>	<b>119,542</b>	<b>2,177,239</b>

Loan Payment			97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	1,748,094
Balance after loan repayment			- 60,059	- 57,669	- 57,669	- 60,059	- 57,669	- 60,059	- 57,669	- 57,669	- 62,448	- 57,669	- 60,059	- 57,669	- 60,059	- 57,669	- 57,669	- 60,059	- 57,669	- 60,059	- 60,059	- 1,059,553
Non-Current Liabilities																						
Journal for Internal Use			121,800	125,860	125,860	121,800	125,860	121,800	125,860	125,860	117,740	125,860	121,800	125,860	121,800	125,860	125,860	121,800	125,860	121,800	125,860	2,228,940
Shutdown Costs			27,640	569	569	569	569	569	569	569	569	569	569	569	569	569	569	569	569	569	569	37,316
Demobilisation - Royal Wolf			230,000	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	4,871	337,500
Contract Termination - ESS Thalanyji																						
Contract Termination Foxtel			45,600																			45,600
Coates Hire and OnSite Rental DeMob			3,750	221	221	221	221	221	221	221	221	221	221	221	221	221	221	221	221	221	221	7,500
Disconnect services and other shut down costs			7,500	441	441	441	441	441	441	441	441	441	441	441	441	441	441	441	441	441	441	15,000
Total Non-Current Liabilities			436,290	133,414	133,414	129,354	133,414	129,354	133,414	133,414	125,294	133,414	129,354	133,414	129,354	133,414	133,414	129,354	133,414	129,354	133,414	2,671,856
Net Position Per Month			- 496,349	- 191,084	- 191,084	- 189,413	- 191,084	- 189,413	- 191,084	- 191,084	- 187,743	- 191,084	- 189,413	- 191,084	- 189,413	- 191,084	- 191,084	- 189,413	- 191,084	- 189,413	- 189,413	- 3,731,409



Option 3 is predicated on 8 units being made available for external bookings. The rental return from these units presumes 100% occupancy rates each month or 240 occupancy days per month.

This assumption appears to meet the current demand for external accommodation in terms of occupancy days per month which were as follows;

- January 392
- February 301
- March 159

What however this does not provide for is short term peaks for demand of 20 or more units to accommodate a single booking, when 8 units alone will not meet this demand.

## Option 4

**Reduce the scale of Camp to meet anticipated demand for accommodation plus a provision for additional demand and peak booking of 20 units at a time (if required).**

*This option recognises that future demands for accommodation may be required as result of local infrastructure projects, projects that may be dependent upon accommodation being available for such projects to be initiated.*

This Option employs a similar costing methodology to that employed in option 3, however also provides additional accommodation to meet potential additional demand that thus far cannot be quantified.

In considering the ideal number of additional units that should be provided to meet this as yet unspecified demand, consideration should be given to the conclusions reached in respect to units costs per accommodation unit provided, as indicated by the previous Options.

Analysis of this data provides that the following costs apply per unit for each accommodation unit provided;

	Per Month	Accommodation Units	Ancillary Units	Cost Per Accom. Unit/ Mth	Comments
<b>Recurrent Costs</b>					
Royal Wolf				750	\$24.20 per day
ESS Thalanyji				667	\$21.52 per person/day (\$1763/mth already applied)
Coates Hire	6,561	3,937	2,624	39.37	60% to accommodation units, 40% to ancillary
Onsite Rental Group	1,647	988	659	9.88	60% to accommodation units, 40% to ancillary
Foxtel	6,030	5,427	603	54.27	10% cost to ancillary, 90% to units
Mntce contractors	1,384	830	554	8.30	60% to accommodation units, 40% to ancillary
Shire Mntce Wages	4,176	2,506	1,670	25.06	60% to accommodation units, 40% to ancillary
Shire Plant	192	115	77	1.15	60% to accommodation units, 40% to ancillary
Materials and Parts	614	368	246	3.68	60% to accommodation units, 40% to ancillary
Water Corporation	281	169	112	1.69	60% to accommodation units, 40% to ancillary
Fuel	-			-	
Telephone Costs	505	101	404	1.01	80% to ancillary, 20% to units
Flights	213	213		2.13	Static charge
<b>Total Recurrent Costs</b>	<b>21,603</b>			<b>1,564</b>	
<b>Loan Payment</b>	-				Loan repayment required irrespective of scale of Camp
<b>Balance after loan repayment</b>				<b>1,564</b>	

This Option demonstrates that an additional accommodation unit will only generate an additional cost of \$1564 per month.

Based on a daily rental rate of \$290 per day, this means that an additional unit can be installed (over and above that proposed by Option 3) if that unit can generate \$1564/290 or 5.39 days accommodation per month.

The installation of additional units however must be considered in terms of the additional ancillary units required (laundry, rec room, diner, gym etc.) as each will have a natural capacity, over and above which additional ancillary units will be required.

Given that the Camp in its current format provides the following ancillary units, it is assumed that the following thresholds apply;

- Laundry – 50 accommodation units people per unit
- Office modules – 33 accommodation units
- Rec Room – 50 accommodation units
- Diner - 50 accommodation units
- Gym - 50 accommodation units
- Breezeways/Verandah - 50 accommodation units
- Reefer Containers - 33 accommodation units

In developing a financial model for Option 4, it should be recognised that in order to provide 20 units to meet peak external demand, this will incur costs of \$1564 x 20 or \$31,280 per month, which will then require 108 nights per month rental to cover these costs.

As this level of demand cannot be validated (although Council staff have indicated some interest for future bookings associated with infrastructure projects) this Option has been provided so that whilst this Option incurs additional costs, the Council can consider providing additional accommodation, purely as means to aid the delivery of major infrastructure projects in being commenced within Onslow.

To account for additional costs associated with the operation of the camp, an additional 10% levy for all costs (over and above those applied under Page 28) have been included within the Option.

Item	No.	Unit Cost	2014							2015											Totals
			June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	
Current Internal Demand	4	290	34800	35960	35960	34800	35960	34800	35960	35960	33640	35960	34800	35960	34800	35960	35960	34800	35960	34800	636,840
Proposed Internal Demand	6	290	52200	53940	53940	52200	53940	52200	53940	53940	50460	53940	52200	53940	52200	53940	53940	52200	53940	52200	955,260
Anticipated External Demand	8	290	69600	71920	71920	69600	71920	69600	71920	71920	67280	71920	69600	71920	69600	71920	71920	69600	71920	69600	1,273,680
Additional External Demand	12																				
<b>Income Generated</b>	<b>30</b>		<b>156,600</b>	<b>161,820</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>161,820</b>	<b>151,380</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>161,820</b>	<b>156,600</b>	<b>161,820</b>	<b>156,600</b>	<b>2,865,780</b>
<b>Recurrent Costs</b>																					
Royal Wolf			38,480	39,762	39,762	38,480	39,762	38,480	39,762	39,762	37,197	39,762	38,480	39,762	38,480	39,762	39,762	38,480	39,762	38,480	
ESS Thalanyji			53,536	55,299	55,299	53,536	55,299	53,536	55,299	55,299	51,773	55,299	53,536	55,299	53,536	55,299	55,299	53,536	55,299	53,536	
Coates Hire			7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	7,873	
Onsite Rental Group			1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	1,976	
Foxtel			3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	3,015	
Mntce contractors			1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	1,730	
Shire Mntce Wages			5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	5,220	
Shire Plant			240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	
Materials and Parts			767	767	767	767	767	767	767	767	767	767	767	767	767	767	767	767	767	767	
Water Corporation			352	352	352	352	352	352	352	352	352	352	352	352	352	352	352	352	352	352	
Fuel			16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	16,250	
Telephone Costs			631	631	631	631	631	631	631	631	631	631	631	631	631	631	631	631	631	631	
Flights			213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	213	

Total Recurrent Costs			130,283	133,329	133,329	130,283	133,329	130,283	133,329	133,329	127,238	133,329	130,283	133,329	130,283	133,329	133,329	130,283	133,329	130,283	2,372,511
Loan Payment			97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	97,116	1,748,094
Balance after loan repayment			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			70,800	68,625	68,625	70,800	68,625	70,800	68,625	68,625	72,974	68,625	70,800	68,625	70,800	68,625	68,625	70,800	68,625	70,800	1,254,825
Non-Current Liabilities																					
Journal for Internal Use			121,800	125,860	125,860	121,800	125,860	121,800	125,860	125,860	117,740	125,860	121,800	125,860	121,800	125,860	125,860	121,800	125,860	121,800	2,228,940
Shutdown Costs			23,475	814	814	814	814	814	814	814	814	814	814	814	814	814	814	814	814	814	37,316
Demobilisation - Royal Wolf			185,000	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	8,971	337,500
Contract Termination - ESS Thalanyji																					
Contract Termination Foxtel			38,760																		38,760
Coates Hire and OnSite Rental Demob			3,750	221	221	221	221	221	221	221	221	221	221	221	221	221	221	221	221	221	7,500
Disconnect services and other shut down costs			7,500	441	441	441	441	441	441	441	441	441	441	441	441	441	441	441	441	441	15,000
Total Non-Current Liabilities			380,285	136,307	136,307	132,247	136,307	132,247	136,307	136,307	128,187	136,307	132,247	136,307	132,247	136,307	136,307	132,247	136,307	132,247	2,665,016
Net Position Per Month			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			451,085	204,932	204,932	203,046	204,932	203,046	204,932	204,932	201,161	204,932	203,046	204,932	203,046	204,932	204,932	203,046	204,932	203,046	3,919,841

## Management and Operation by a Private Entity

During the development of this report, the Shire of Ashburton received two unsolicited Expressions of Interest from two independent companies to take over the operation of the Onslow Construction Camp.

Whilst the extent of the interest of the two parties and how this interest may develop into a formal negotiation between the Shire of Ashburton and one, both or more such independent companies is not known, the content of their expressions of interest can be illustrated (from their correspondence) as follows;

We have one of the parties who we work with have an interest in the camp which you own and operated at the Onslow airport.

Their interest is in possibly purchasing the facility and operating the camp but their preference would be to probably take out a head lease from the Shire and operate the camp.

The group has not undertaken any due diligence as we need to ascertain if the Shire has any interest in reviewing this option.

If the Shire would like to take this opportunity any further we would need to review the current camps operations and in particular the current finances being the occupancy, existing costs and any existing occupancy agreements or management agreements. We are more than happy to give you any undertaking if this information is provided.

And from the second Expression of Interest;

*Subsequent to our meeting we have been considering the future of the Onslow airport camp and would like to submit a proposal to Council whereby Discovery is the future operator of the camp with facilities utilised at Discovery Parks Onslow (Gym, Restaurant / F&B etc.)*

*To assist us in preparing our proposal it would be useful to gain a better understanding of the "Royal Wolf" contract and decommissioning obligations for the site.*

As part of the overall report into the Onslow Construction Camp, the Shire of Ashburton requested that the Scope of Works for this report be extended to include these recently received Expressions of Interest and to provide comment in respect to the possible external management and operation of the Camp.

In considering the option of external management and operation of the Camp, it is appropriate firstly to consider the initial findings of the Options provided with this report.

The Options clearly indicate that the full closure or the retention of the Camp in its current form are the least financially beneficial Options to the Shire of Ashburton.

Alternatively, the scale of the Camp could be reduced to either meet the known need for accommodation at the Camp (generated from both internal use by Shire staff and anticipated external use based on current usage rates and interest in advanced accommodation bookings) or the extension of the scale of the Camp to meet potential increasing demand by

external users, or to cater for the demand generated by major infrastructure projects in and around the Onslow area.

Either of these Options provides a base line of data that can be used to assess the Expressions of Interest received and for the Shire to consider what options exist with respect to any proposed external management and operation of the Camp.

#### Key Elements of the Existing Camp

**Royal Wolf Contract** – whilst the existing contract between Royal Wolf and the Shire of Ashburton for the provision of accommodation and ancillary units has expired, the current contract is being maintained on an ongoing basis until such time as the Shire resolves the scale of the Camp operation required and the number of units that are proposed to be retained at the Camp site.

Irrespective of any decision with respect to the scale of the camp taken by the Shire, the contract between Royal Wolf and the Shire of Ashburton requires that surplus accommodation and ancillary units are to be transported to the Royal Wolf depot in Perth at the cost of the Shire.

Costs anticipated for this relocation are as follows;

#### Option 3 and 4

• Transport costs to Royal Wolf Depot	\$337,500
• Crane Hire	\$ 3,000
• Container lifting forklift	\$ 2,000
• Material for cover containers	\$ 6,000
• Other shut down costs	\$ 26,316
Total	\$374,816

Whilst Options 3 and 4 both consider the reduction in the size of the Camp differently, the financial impact of this shutdown remains the same as the liabilities associated with both the relocation of all the accommodation and ancillary units at the Camp and the other shutdown costs remain the same, irrespective of when such costs are incurred and when the accommodation and ancillary units are physically transported to Perth.

**ESS Thalanyji** – The current contract between the Shire and ESS Thalanyji expires in October 2014 (known as the Initial Expiry Date in the ESS Thalanyji Contract). Any termination of the contract prior to this date will result in significant costs being incurred by the Shire.

The costs associated with such early termination of the agreement include redundancy and demobilisation, both of which will be the sole responsibility of the Shire.

The contract between ESS Thalanyji and the Shire of Ashburton is, in our opinion, not well written and the elements contained in the contract with respect to the termination costs to the Shire (in the event of early termination) are both undefined within the Definition section of the agreement and are also subject to interpretation by both parties.

Whilst such costs may be able to be readily determined in conjunction with ESS Thalanyji, it is our opinion that the value of this termination could easily result in the Shire being in dispute with ESS Thalanyji in respect to these costs.

Whilst the Shire would have the option of legal intervention or independent arbitration to resolve any such commercial dispute, it is considered that the costs in resolving any such dispute may well exceed the actual termination costs for the agreement.

It is therefore our opinion that the Shire should avoid any arrangement with an external operator or manager that results in the termination of the ESS Thalanyji agreement prior to October 2014.

It is also our opinion that prior to October 2014, the Shire should formally advise ESS Thalanyji of its intent to reduce the scale of the Camp operation or transfer the operation to external management during the period October 2014 – October 2015, this will resolve any future issues with ESS Thalanyji in respect to agreement termination and termination costs.

**Foxtel** – the current agreement between the Shire of Ashburton and Foxtel provides for the completion of the contract in September 2015. The contract provides for cancellation at any time, subject to the payment of 50% of the residual value of the contract.

Current cancellation costs are estimated at \$57,000

**Construction Loan** – The loan established by the Shire of Ashburton for the development of the Onslow Construction Camp requires a monthly payment of \$97,116, with the loan expiring in November 2015 (hence the date at which the financial provided for each Option terminates).

The loan agreement between the Shire and the State Government is not transferrable, and irrespective of any decision to retain the Camp in its current format, close the Camp, reduce the scale of the Camp or offer the management and operation of the Camp to a third party, this loan liability will remain with the Shire of Ashburton.

The financial summaries provided for each Option clearly indicates that the Camp can only provide a net surplus of approximately \$30,000 per month towards this loan repayment (Option 3) not taking into consideration the monthly non-cash provisions that should be made for relocation costs and shut down costs that will be incurred by the Shire at some point in time.



## Considering the Option of External Management

In considering the option of external management, the Shire must therefore consider the following key issues;

- The Camp is located on a large parcel of land owned freehold by the Shire (also encompassing the airport) and is therefore not able to be sold as an asset of the Council unless it is subdivided. The land is also identified as potential 'Stage 2' for expansion of the industrial subdivision/sale currently being undertaken. As such any external operation of the camp would be limited to its management and operation only in the short term.
- Any proposal to seek Expressions of Interest would require (at least) a formal Expression of Interest process to be undertaken in order to satisfy procurement policies and the provisions of the Local Government Act 1995. It is likely that this may need to be extended to a full tender process, if it is envisaged that the value of the contract between the Shire and the successful external operator would exceed \$100,000.
- The existing contracts between the Shire of Ashburton and ESS Thalanyji and Foxtel both expire at a future date and both incur penalty provisions upon the Shire of Ashburton in the event that these contracts are terminated within the contract periods. If the Camp is therefore to be externally operated, then the Shire should seek to transfer the contracts between itself and these two providers to the new management structure to offset any liability against the Shire of Ashburton.
- The Options proposed within this report identify the need to retain a minimum number of units to accommodate Shire staff at the Camp. Option 1 considers the costs likely to be incurred by the Shire in the event that the Camp is closed and such accommodation needs are required to be satisfied from other accommodation providers. The Shire should therefore seek to have a specific number of units set aside at the Camp following any external management being established to meet the needs of the Shire of Ashburton. An annual review of these accommodation needs and the capping of rent rates for these rooms is required to ensure that the Shire does not exceed the rental provision as illustrated in Option 1 of this report.
- The Royal Wolf contract provides that relocation costs of surplus accommodation and ancillary units is borne by the Shire of Ashburton. It is unclear at this initial stage as to whether the Royal Wolf units would be required by any external operator if taking on the management of the Camp, however if so, the Shire should seek to offset these relocation costs as part of any Expression of Interest or Tender process.

When the option of external management and operation is considered, the Shire simply needs to consider if the anticipated income proposed to be received from the Camp in the Options as provided within this report and the costs associated with providing accommodation for Shire staff in the event that the Camp is closed, can be matched or bettered by any proposed management agreement.

Whilst there are significant costs associated with both the continued operation and the proposed closure (or reduction in size) of the Camp, these costs do not vary and unless these are offset by any subsequent management agreement, these will be borne by the Shire of Ashburton.

In effect, the Shire needs to be certain that the income received from any external management and operation is not less than the combined value of the income anticipated to be received from external accommodation bookings and the difference in cost between what a private operator would charge the Council for staff accommodation and the provision identified for this purpose in the Options;

If Option 3 is considered in direct comparison to external management of the Camp, and the external management of the Camp is initiated prior to October 2014 (the date of expiry of the current ESS Thalanyji agreement), then the following table would illustrate the financial position of the Shire over the 18 month period to November 2015 if the ESS Thalanyji penalty for the existing contract was applied;

Item	Unit Cost	Totals
Anticipated External Income	290	1,273,680
<b>Income Generated</b>		<b>1,273,680</b>
<b>Recurrent Costs</b>		
Cost - Current staff accommodation		636,840
Cost - Additional staff accommodation		1,273,680
Royal Wolf		586,140
ESS Thalanyji		970,986
Coates Hire		118,093
Onsite Rental Group		29,643
Foxtel		43,419
Mntce contractors		24,911
Shire Mntce Wages		75,167
Shire Plant		3,457
Materials and Parts		11,052
Water Corporation		5,066
Fuel		292,500
Telephone Costs		9,092
Flights		3,841
<b>Total Recurrent Costs</b>		<b>4,083,886</b>
<b>Loan Payment</b>		<b>1,748,094</b>
<b>Balance after loan repayment</b>		<b>4,558,300</b>
<b>Non-Current Liabilities</b>		
Shutdown Costs		35,316
Demobilisation - Royal Wolf		337,500
Contract Termination - ESS Thalanyji		116,701
Contract Termination Foxtel		45,600
Coates Hire and OnSite Rental DeMob		7,500
Disconnect services and other shut down costs		15,000
<b>Total Non-Current Liabilities</b>		<b>559,617</b>
<b>Total Cost over Period</b>		<b>5,117,917</b>

By comparison, if the external management agreement established the following terms and conditions;

- Agreement delayed until after October 2014 or transference of ESS Thalanyji termination responsibilities.
- Transference of responsibility for the Camp shut down and demobilisation.
- Transference of responsibility for Royal Wolf unit relocation.
- Guarantee of provisions of rooms as required to the Shire of Ashburton at a room rate no higher than \$290 per night.

Then the following financial overview would apply;

Item	Unit Cost	Totals
Anticipated External Income	290	
<b>Income Generated</b>		-
<b>Recurrent Costs</b>		
Cost - Current staff accommodation		636,840
Cost - Additional staff accommodation		1,273,680
Royal Wolf		
ESS Thalanyji		
Coates Hire		
Onsite Rental Group		
Foxtel		
Mntce contractors		
Shire Mntce Wages		
Shire Plant		
Materials and Parts		
Water Corporation		
Fuel		
Telephone Costs		
Flights		
<b>Total Recurrent Costs</b>		<b>1,910,520</b>
<b>Loan Payment</b>		1,748,094
<b>Balance after loan repayment</b>		<b>3,658,614</b>
<b>Non-Current Liabilities</b>		
Shutdown Costs		-
Demobilisation - Royal Wolf		
Contract Termination - ESS Thalanyji		
Contract Termination Foxtel		-
Coates Hire and OnSite Rental DeMob		
Disconnect services and other shut down costs		
<b>Total Non-Current Liabilities</b>		<b>-</b>

Total Cost over Period		3,658,614
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Simply by 'handing the keys' over to a third party and transferring existing contract responsibilities and Camp shut down costs to a third party, would save the Shire almost \$1.5million over the next 18 months.

It is reasonable to assume that Expressions of Interests may be received from companies who do not wish to retain the Royal Wolf facilities. If this is the case, the costs of transporting the accommodation and ancillary units by the Shire to conclude this agreement with Royal Wolf can be re-included into the financial analysis to ascertain the relative benefits to the Shire.

## Other Issues Identified During this Study

During the course of the review, several governance issues were identified with respect to the operation of the Onslow Construction Camp.

These issues are considered to be matters of governance and are, in the opinion of the author, of sufficient importance that they may directly impact upon the function or continued operation of the Onslow Construction Camp in its current format;

### Provision of Accommodation Units by Royal Wolf

The supply of accommodation and ancillary units for the Onslow Construction Camp was initially subject to a Tender for supply of goods and services (Shire of Ashburton reference RFT 09/08).

This tender was for an initial term of 12 months, however at the expiration of the initial 12 month period, the Shire of Ashburton converted the prior tender to an ongoing lease between itself and Royal Wolf.

The 'Carbone Report' concluded (with respect to this agreement for the ongoing provision of accommodation units) that;

*Although the tender has expired, a rental agreement still continues between the Shire and Royal Wolf. The expenditure exceeds \$100,000 and the Shire is required to invite tenders in order to comply with Section 3.57 of the Local Government Act 1995, Regulation 11 Local Government (Functions and General) Regulations 1996 and the Shire's Purchasing and Tender Policy; (refer sections 4.1.4, 2.5.2, 4.4.3 and 2.6.2).*

The Council has previously acknowledged this issue of non-compliance and subsequently has sought to determine the appropriate number of accommodation and ancillary units that are required to be retained at the Onslow Construction Camp.

The findings of this report, whilst providing clarification and direct comparisons between various options of the ongoing operation or closure of the Camp, has also recognised the potential financial benefit to the Council by pursuing a potential third party management arrangement.

This third part management arrangement (if pursued) will require a tender to be initiated (as the value of the agreement or benefit to the Council will be greater than \$100,000 over the life of any such agreement) and as such this will unduly delay the initiation of a tender for the ongoing supply of accommodation and ancillary units at the Onslow Construction Camp.

Due to the issues of non-compliance and the Council's obvious desire to respond to matters arising from the probity audit it is therefore recommended that the Council immediately initiates a tender for the supply of accommodation and ancillary units at both the Onslow Construction Camp and Nameless Valley Camp.

Whilst the extent and quantity of units required at each Camp are as yet undetermined, and may yet be further influenced by any proposal to establish a third part management agreement, it is considered that initiating this tender will provide options for the Council as soon as the third part tender is completed (if initiated) and following any determination by the Council in respect to the continued scale of operation of the Onslow Construction Camp.

### **Recommendation**

***That the Council immediately initiates a tender for the supply of accommodation and ancillary units at both the Onslow Construction Camp and Nameless Valley Camp.***

***That the Request for Tender document prepared in respect to this supply of goods and services incorporates the following provisions;***

- ***Tender is to be for an initial 12 month period with provision for 2-3 12 month extensions, at the determination of the Shire of Ashburton***
- ***Tenderers are to include any provision for price adjustments over the period of the tender, with or without further extensions being applied.***
- ***Tenderers are to provide a per accommodation and ancillary unit cost, with tenderers to provide clarification as to cost variations that might apply in the event that smaller or larger quantities of units are secured as a result of the tender.***
- ***Tenderers to include a summary of all costs that will be applicable as a result of their tender including delivery of the units to the site of the two Camps, installation, demobilisation and re-delivery of the units to the nominated depot of the tenderer (if applicable).***
- ***Tenderers to include provision for the outright purchase of the units as supplied during the life of any agreement established as result of the tender.***

### **Planning Approval for Onslow Construction Camp**

The current use of the property by the Onslow Construction Camp is subject to a Development Approval (planning Application Ref. 20110654).

This approval expires on the 11<sup>th</sup> of August 2014, however the expiry clause of the Development Approval provided (clause 7) provides that the Camp shall cease and the structures removed on or before the 11<sup>th</sup> of August 2014 or *other period as agreed by the Shire of Ashburton*.

This approval is provided under the current zoning of the property defined as an incidental use for this type of zoning. When the proposed rezoning of the property (as provided for by Scheme Amendment No.16) is considered, it is evident that despite the proposed change of zoning to Mixed Business the land use approved for the purposes of the Onslow Construction Camp remains as an incidental use to that zoning.

In effect the Scheme provides that the use if approved by the Council (for which Council has the authority to approve such incidental uses) must be incidental to the primary use as provided for under the land use zoning.

Whilst it could be reasonably considered from a Town Planning perspective that the continuation of the Transient Workforce Accommodation Camp (provided by the Development Approval as the approved use) is incidental to the broader Mixed Business Use proposed by the Scheme Amendment and the current zoning of the property, and that the continuation of this use would have no detrimental impacts on the intent of the scheme with respect to the current zoning of the land, the issue remains that the current development approval for this use is shortly proposed to expire.

Given that the Development Approval provides a provision for the termination date to be determined by the Council (clause 7 of the approval), then it is considered appropriate for the development approval to be subject to an application for extension.

This extension will then provide sufficient period of time for a formal development approval to be sought for the continued use of the property for the purposes required and to allow continuance of the Onslow Construction Camp.

It should be noted that if the extension to the current development approval is not granted, then the Camp will be required to close prior to the natural expiry date of all existing contracts (including ESS Thalanyji and Foxtel) and will not enable the Council to derive any income for the continued use of the accommodation units by external agencies.

Further it should be considered that the current staff located at the Camp, and any staff proposed by the 2014/15 budget will also need to find immediate alternate accommodation after the 11<sup>th</sup> of August 2014.

It should also be noted, that any consideration in respect to the continued operation of the Camp in any scale or configuration, or any investigation in respect to the third part management of the Camp (subject to an independent tender process) will no longer be applicable as the Shire will not be able to provide any certainty in respect to the long term approval of the property for this use.

It is considered that the expiry of the development approval for this land use is a matter of the utmost importance and is critical to any consideration by Council of this matter, the continuation of the Onslow Camp and any other options that may be available.

### ***Recommendation***

***That the Shire seeks to gain an immediate extension for the development approval (planning Application Ref. 20110654) for the continued use of the Onslow Construction Camp beyond the current development approval date of 11<sup>th</sup> of August 2014.***

***That any such extension should provide (at a minimum) sufficient time for a development application to be submitted for approval seeking a longer term approval for this land use at this location.***

## ESS Thalanyji Agreement

In considering the various contractual arrangements that exist with respect to the Onslow Construction Camp, all such arrangement have termination dates in 2015, with the exception of the current agreement between the Shire of Ashburton and ESS Thalanyji.

This agreement also provides for termination penalties if the agreement is concluded prior to defined dates.

In establishing the most appropriate courses of action to take with respect to the Camp, it has been identified that alternate management models to those that exist through the current ESS Thalanyji agreement may be financially beneficial for the Shire.

The Nameless Valley Camp is currently operated by Shire staff and through the engagement of contractors and services as required. This model appears, at initial consideration, to be more cost effective than the current ESS Thalanyji agreement.

In addition, it should be recognised that the ESS Thalanyji agreement was established for a Camp including 100 accommodation units. As this report considers several options, none of which recommend the continuation of the Camp in its current form, the suitability of the current agreement with ESS Thalanyji for a much smaller Camp may not be appropriate.

With this in mind, consideration has therefore been given to the current agreement between the Shire and ESS Thalanyji and the means by which this agreement can be terminated, with and without incurring penalty provisions.

The contract between the Shire and ESS Thalanyji provides that the initial term of the agreement is from 15 October 2012 to 14 October 2014.

During this period, considered as the Initial Term within the contract, the Shire may cancel the contract but in doing so it would initiate clause 18.3 of the Agreement which states;

*This Agreement may be terminated by the PRINCIPAL giving at least 90 days' notice to ESS in which case the PRINCIPAL will be responsible for the reasonable demobilization costs of ESS and redundancy costs of ESS's employees, agents or contractors that result from the termination of the contract*

Whilst the contract refers to such demobilization and redundancy costs, neither the definitions within the agreement or the Schedules to the agreement provide any specification as to what such reasonable costs would be.

Whilst there are supporting documents to the agreement that should be used to determine the costs of such termination during the initial period (and have been used for this purpose within the Options in this report) these are simply assumed conclusions, and it is not our assertion that these are necessarily and accurate reflection of the true costs of Clause 18.3 of the agreement.



Given that the initial term period concludes on the 14 October 2014, it is therefore recommended that the Shire avoids any termination prior to this date as the uncertainty of costs associated with contract termination may result in considerable costs being incurred by the Shire.

If it is considered that any conclusion of the agreement should occur after 14 October 2014, then consideration should be given to Clause 2.2 of the agreement which provides;

*The PRINCIPAL shall advise ESS in writing at least 90 days prior to the initial expiry of this agreement if it shall be renewed for the period commencing on the day after the initial expiry date.*

Whilst failure to comply with this clause will not cause the provisions of clause 18.3 to be applicable, the failure to comply with this provision would result in contract breach by the Shire and enable ESS to terminate the agreement.

Whilst the Shire may not wish to extend the period of this agreement with ESS beyond the initial term, it is considered that the Shire should retain the most amount of flexibility and options available to it in reaching its final conclusion.

As such it is recommended that prior to the 14 July 2014, the Shire should advise ESS Thalanyji that;

***The Shire of Ashburton is currently reviewing the operation of the Onslow Construction Camp.***

***This review requires the Shire to complete tender processes for the procurement of goods and services, a process that will require a delay in a final decision with respect to the Camp until on or about 31 October 2014.***

***In the interim the Shire is reviewing the scale of the operation at the Onslow Construction Camp and ESS Thalanyji is advised that this review may result in the reduction in the size of the camp following the completion of this review.***

***As such, the Shire wishes to retain the services of ESS Thalanyji in a form that is mutually agreeable to both parties for a period which may extend to, but not exceed the further expiry date as provided by the agreement (14 October 2015).***

***At this point in time the Shire is not in a position, due to the requirements to complete procurement and review processes to commit to an extension of the agreement for the full period of the further term as provided by the agreement.***

## Conclusion

In considering the options available to the Shire of Ashburton with respect to the Onslow Construction Camp it is evident when comparing the various Options as provided within this report, related to the ongoing management and operation of the Camp by the Shire of Ashburton, that the retention of the Camp in its current form is the least financially desirable option.

Option	Detail	Totals
Option 1	Closure of the Camp	- 3,911,211
Option 2	Retain Camp in current format	- 5,684,058
Option 3	Reduce Camp to meet anticipated internal and external demands	- 3,731,409
Option 4	Reduce Camp but provide provision for additional units to meet external high demand	- 3,919,841

Beyond this conclusion, consideration can then be given to the scale to which the Camp should be reduced or if the Camp should be closed completely.

In considering these options the Council should concentrate on the outcomes that the Shire of Ashburton wishes to achieve in respect to the Camp.

Whilst from a purely financial perspective, it is difficult to justify the Camp being any larger than the justifiable demand that is known (both internal and external as indicated in Option 3) consideration should also be given to the fact that the last 15 months of operation of the Camp has shown that when major infrastructure projects are underway in Onslow, such projects generate substantial demand for accommodation in large blocks of units.

Option 3 provides sufficient units to meet current external demand (based on occupancy rates experienced in the first quarter of 2014), however if there is a sudden increase in demand stimulated by a major project and the Onslow Construction Camp (and other private operators) are not able to meet this demand, then this may place the projects at risk of delay, an outcome that the Council may wish to avoid.

This report has concluded that until the number of accommodation units exceeds approximately 30, then additional ancillary units (over and above those indicated in Option 3) will not be required.

The Report further concludes that for each increase of an accommodation unit, this creates a monthly expense of \$1564 per month. So care will need to be exercised to ensure that in retaining a number of units over and above those proposed by Option 3, this expense does not create a further financial burden on the Council.

Given that if unchanged, the Council will incur an overall liability of \$5.68 million from the operation of the Camp in the next 18 months either Option 3 or Option 4 will improve this outcome by \$1.7-\$1.9 million over this same period.

The recent interest by external companies to manage and operate the Camp may yet provide a further Option to the Council to consider.

Whilst this form of management will no doubt require a tender process to be undertaken, this Option provides the Council with the opportunity to significantly reduce its financial exposure as a result of the Onslow Construction Camp and covering its costs associated with the eventual shutdown and demobilisation of the Camp at some point in time.

There is no doubt that the Camp has the potential to return a profit to the Shire of Ashburton, however in order to do so, the Council will need to determine the number of units that are required to meet anticipated future accommodation demand. These decisions will require the Council to establish longer term agreements with;

- Royal Wolf or another accommodation provider,
- ESS Thalanyji or another management company,
- Foxtel,
- Coates Hire, Onsite Hire or other hire companies.

Based on current evidence, the demand for such external accommodation cannot be confirmed and it is more likely that in estimating the market demand for accommodation, the Council will simply further extend its financial liabilities relating to the Camp.

It should also be realised that many of the liabilities identified within this report, particularly those relating to shut down costs, demobilisation and the relocation of accommodation and ancillary units from the Camp, are actually non-current liabilities against the Camp from its first day of operation.

These liabilities should have ideally been cash backed from the income received through the Camp to provide the funds required for the Camp's closure at a future point in time. By not setting such funds aside as cash backed liabilities, the financial summary for each of the Options has had to consider the full extent of the liability related to the Camp over only an 18 month period, to coincide with the conclusion of the loan for the facility.

The Shire of Ashburton created the Onslow Construction Camp to respond to a shortage of accommodation in Onslow, an accommodation shortage created by major infrastructure projects and the development of the Onslow Airport.

It is most likely that in considering the role and function of the Camp into the future, the Council would wish to see the Camp be retained in some format, if only to cater for;

- Current staff accommodation requirements
- Future staff accommodation requirements, and

- Sufficient accommodation to meet any demand generated from future infrastructure projects.

Whilst it is evident that whilst responding to these demands (and particularly those generated by infrastructure projects) may not be a financially appropriate decision, given the lack of evidence to suggest a high demand for such accommodation into the future, and the high costs to the Shire of Ashburton in maintaining the Camp in its current format, the council any still wish to consider an Option whereby additional accommodation is provided to meet a demand that is yet to be demonstrated.

If the Council accepts that this 'risk' cannot be undertaken by the Shire of Ashburton due to the potential financial impacts of any such decision, the option of external management of the Camp may provide an ideal opportunity to both;

- Offset the current liabilities arising from the Onslow Construction Camp,
- Secure staff accommodation at an agreed rate, and
- Assist in providing accommodation in the Onslow area to meet future demand.

These goals have the potential to be met through this external management, if the structure of the agreement between the Council and the third party operator seeks to establish these outcomes as its principle objectives.

It is therefore recommended that in making a final determination in respect to the Onslow Construction Camp the Council should consider the following;

- 1. That if the Shire of Ashburton wishes to retain the control and management of the Onslow Construction Camp;***
  - a) That the Council determines the number of units it considers is appropriate to retain at the Onslow Construction Camp in order to meet anticipated peak future demands related to infrastructure projects in and around Onslow.***
  - b) That the Council recognises that each accommodation unit retained for this purpose will generate a monthly expense of \$1564 up to a maximum of 30 units, over which further costs will be incurred as result of ancillary facilities being required.***
  - c) That if the Council determines that the Onslow Construction Camp should meet only current and anticipated current demand for both external and internal demand, then the Camp should be reduced in its scale of operation to a size consistent with Options 2 or 3 of this report.***
- 2. That if the Shire of Ashburton wishes to provide for the following outcomes;***
  - Offset the current liabilities arising from the Onslow Construction Camp***

- ***Secure staff accommodation at an agreed rate, and***
- ***Assist in providing accommodation in the Onslow area to meet future demand.***

***But wishes to consider alternate management options, then the Council should;***

- a) Initiate a Tender process for the management and operation of the Onslow Construction Camp,***
- b) Consider both the external management of the Camp and any submissions received as result of any tender process, as well as the Options as provided within this report prior to making a final determination.***



14.04.05a



### Stage One Scope of Work

- A. Existing Tennis Court upgrade including new fencing, court surface, lighting and seating)
- B. Upgrade of the existing Oval including new lighting and fencing
- C. Four new basketball courts linking to the proposed new multi-purpose centre. Two courts to be fully covered.
- D. Upgrade one existing basketball court
- E. Remove one existing basketball court
- F. New skate park
- G. New Water Play Area with new toilets and parking bays off Third Avenue
- H. Landscaping, new car parking including access off existing streets
- I. Relocate the existing BBQ area away from children's play area

STAGE ONE

1:1000 @ A1

ONSLOW RECREATION PRECINCT

SHIRE OF ASHBURTON

0970 SK01 A 2nd November 2009



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WORKROOM



## Stage Two Scope of Work

- A. Pool development including new fencing, landscaping, toilets and changerooms, kiosk, sheds and shade structures
- B. New boardwalk over existing retention basin including sculptured interpretative lookout
- C. Car parking including access from existing streets
- D. Foot paths
- E. Landscaping and family BBQ areas



STAGE TWO

1:1000 @ A1

ONSLOW RECREATION PRECINCT

SHIRE OF ASHBURTON

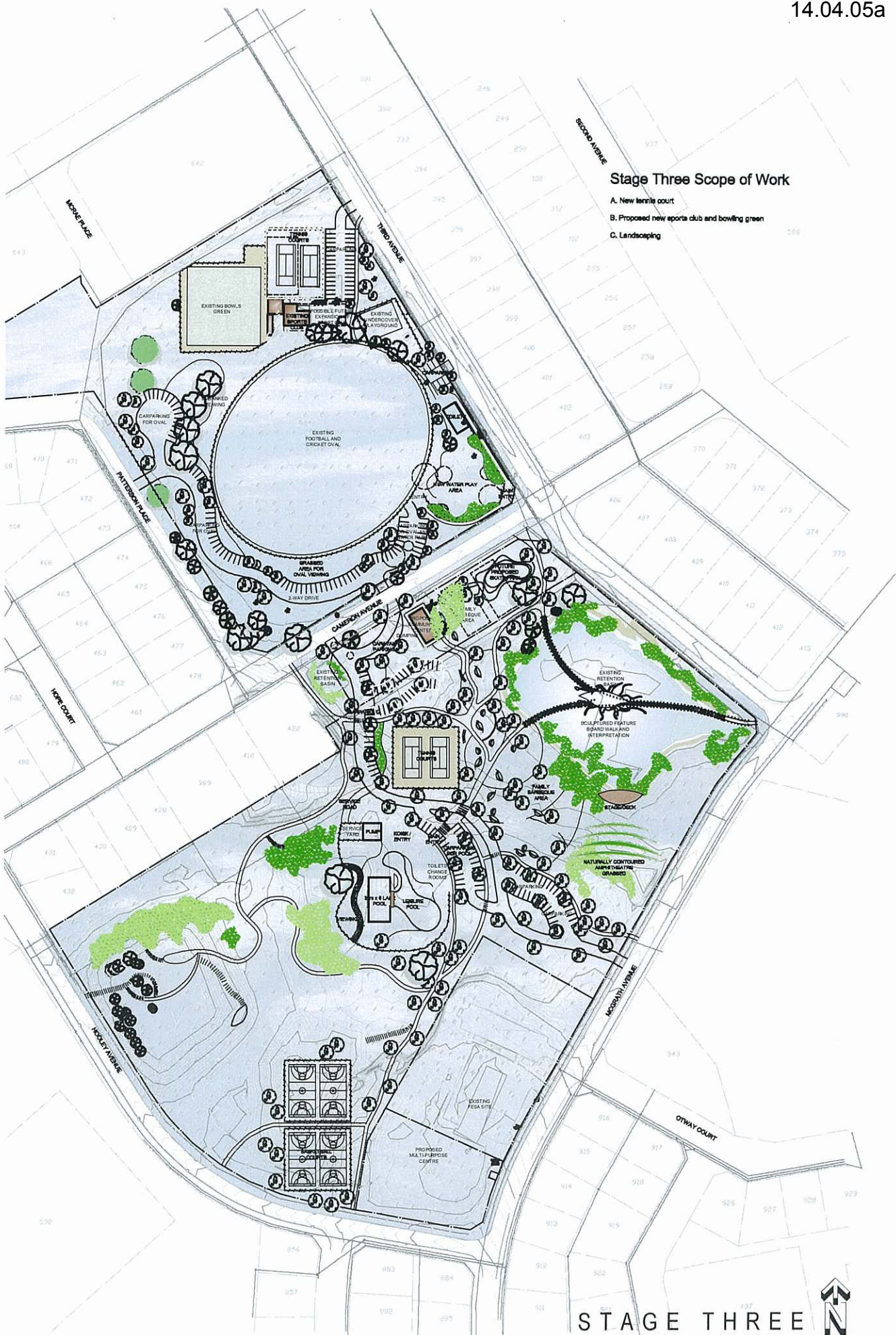
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WORKROOM





### Stage Three Scope of Work

- A. New tennis court
- B. Proposed new sports club and bowling green
- C. Landscaping

STAGE THREE

1:1000 @ A1

ONSLOW RECREATION PRECINCT

SHIRE OF ASHBURTON

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WORKROOM





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SHIRE OF ASHBURTON

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0970 SK01 A 2nd November 2009

## WORKROOM



SITE SELECTION MATRIX

ITEM NO.	SITE SELECTION CRITERIA	WEIGHTING	SITE LOCATION								
			LOT 555 CAMERON AVENUE (EXISTING BASKETBALL COURTS)			LOT 643 MCRAE AVENUE (ADJACENT TO SCHOOL)			LOT 970 (SPORT PRECINCT NEAR MULTI-PURPOSE CENTRE)		
			Comment	SCORE (OUT OF 100)	TOTAL	Comment	SCORE (OUT OF 100)	TOTAL	Comment	SCORE (OUT OF 100)	TOTAL
1	Proximity to other Sporting Facilities	0.050	Adjacent to water park and oval. Short distance to Multi-purpose Recreation Centre	90	4.50	Adjacent to oval	70	3.50	Adjacent to Multi-purpose Recreation Centre	70	3.50
2	Site Availability	0.050	Vested with Shire however is current basketball court site.	70	3.50	Vested with Shire. Change of SoA planning / zone required.	90	4.50	Department of Education site. Negotiations and replacement site required	50	2.50
3	Site Constraints										
	Earthworks Requirements	0.050	Minor earthworks only but demolition works required	60	3.00	Minor Earthworks only	80	4.00	Significant earthwork requirement	30	1.50
	Native Title Clearance Requirement	0.050	Existing basketball court. Native Title Determiniation Map indicates no Native Title interests	90	4.50	Not freehold site however Native Title Determination Map indicates no native title interests.	90	4.50	Native Title Act provisions for public works allows project to be developed	25	1.25
	Existing Landuse and Planning Requirements	0.050	Current basketball court site. Demolition and need to await replacement construction.	70	3.50	Change of Reserve Purpose required. No existing landuse.	90	4.50	Department of Education site. Negotiations and replacement site required	50	2.50
	Environmental/Heritage Issues	0.050	Minimal unless site expansion required.	70	3.50	Minimal site environmental or heritage concerns.	70	3.50	Uncleared and undisturbed site in rolling coastal sand dunes	30	1.50
4	Site Area Requirement (estimated at 3,850m2)	0.050	4907m2	80	4.00	3781m2 with expansion to R30686 likely	60	3.00	7.0275 Ha	100	5.00
5	Community Access / Impact	0.050	Central location. Adjacent to water park and oval. Short distance to Multi-purpose Recreation Centre. Easy construction of access and carparking.	70	3.50	Central location and adjacent to oval and school. Easy construction of access and carparking. Adjacent to school drop-off area and cul-de-sac road.	90	4.50	Adjacent to Multi-purpose Recreation Centre. Significant road access and carparking considerations. Some Recreation Centre and DFES Office synergies but limited.	40	2.00
6	Existing Services										
	Location of existing services	0.050	Existing water, power, sewer and communications services adjacent.	100	5.00	Existing water, power, sewer and communications services adjacent.	100	5.00	Existing water, power, sewer and communications services adjacent but additional distances involved as compared to other sites.	60	3.00
	Available Capacity	0.050	Not confirmed	0	0.00	Not confirmed	0	0.00	Not confirmed	0	0.00
	New Service Requirements	0.050	Not confirmed	0	0.00	Not confirmed	0	0.00	Not confirmed	0	0.00
7	Existing Road Access	0.050	Easy construction of access and carparking.	80	4.00	Easy construction of access and carparking. Adjacent to school drop-off area and cul-de-sac road.	90	4.50	Significant road access and carparking considerations. Some Recreation Centre and DFES Office synergies but limited.	30	1.50
8	Development Cost (against \$7M Budget)	0.100	Budget not estimated but compacted existing basketball site. Existing building could be used. Services adjacent. Some demolition required.	60	6.00	Budget not estimated. Lightly vegetated site. Minimal earthworks. Services adjacent. Synergies with school drop-off area. Potential for additional funding from Education SDA.	80	8.00	Budget not estimated. Significant earthwork requirement. Additional servicing as compared to other sites.	20	2.00
9	Program constraints associated with site	0.050	Timing dependent on replacement of basketball courts (BHP funded project) and demolition of existing. Some time mitigation with use of refurbishment of existing building likely.	50	2.50	Unused site. Minor SoA planning changes	90	4.50	Transfer of site from Department of Education to SoA. Significant earthworks and plannig required.	50	2.50
10	Interdependencies with other projects	0.025	Reliant on replacement of basketball courts (BHP funded project). BHP funded Skate Park adjacent.	50	1.25	Nil	100	2.50	Nil	100	2.50
11	Future growth potential	0.025	Expansion possible but may be limited by flooding/drainage constraints	50	1.25	Expansion to R30686 (Oval) likely	100	2.50	7 Ha site	100	2.50
12	Proximity to school (main users)	0.050	School access about 1km away. Unrestricted.	70	3.50	Adjacent to school	100	5.00	School access likely via bus only	30	1.50
13	Design Constraints	0.025	Demolition work. Drainage/flooding concerns.	60	1.50	Minimal design constraints. Carpark / school drop-off design considerations.	80	2.00	New site. Earthworks design. Drainage design.	50	1.25
14	Site security (operations)	0.025	Adjacent to existing road	80	2.00	Adjacent to existing road and school	80	2.00	Likely security concerns depending on location within Sports Precinct	60	1.50
15	Operational Management Issues	0.050	Low lying area.	60	3.00	Nil	80	4.00	Additional road access and pathways to access site. Increased maintenance?	60	3.00
16	Drainage / Flooding Impact	0.050	Low lying area. Possible flooding concerns.	50	2.50	Above flood levels	100	5.00	Above flood levels	100	5.00
	RANKING (OUT OF 100).	1.000			62.50			77.00			46.00