



Shire of  
**Nannup**  
rest • connect • grow

# Agenda

Council Meeting to be held  
on Thursday 27 June 2013  
Commencing at 4.15pm

# Agenda

1. **DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**
2. **RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE**  
(previously approved)
3. **RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

**Ms C Brown**

Q9. Is there a statutory requirement to provide public copies of the agenda?

A9. The Local Government Administration Regulations 1996 provide that:

A local government is to ensure that notice papers and agenda relating to any council or committee meeting and reports and other documents which —

- (a) are to be tabled at the meeting; or
- (b) have been produced by the local government or a committee for presentation at the meeting,

and which have been made available to members of the council or committee for the meeting are available for inspection by members of the public from the time the notice papers, agenda or documents were made available to the members of the council or committee.

This does not require the papers to be published. It means that interested members of the public can inspect the papers at a location designated by the council.

4. **PUBLIC QUESTION TIME**
5. **APPLICATIONS FOR LEAVE OF ABSENCE**
6. **PETITIONS/DEPUTATIONS/PRESENTATIONS**

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The Shire President will read out any declarations received relating to financial, proximity or impartiality interests and ask for any further declarations to be made.

Members should make any declarations at the start of the meeting but may declare an interest before the resolution of any agenda item.

**7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

That the Minutes of the Ordinary Council Meeting of the Shire of Nannup held in Council Chambers on 23 May 2013 be confirmed as a true and correct record.

**8. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION**

**9. REPORTS BY MEMBERS ATTENDING COMMITTEES**

**10. REPORTS OF OFFICERS**

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**11. NEW BUSINESS OF AN URGENT NATURE  
INTRODUCED BY DECISION OF MEETING**

- (a) OFFICERS
- (b) ELECTED MEMBERS

**12. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS  
NOTICE HAS BEEN GIVEN**

**13. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE  
HAS BEEN GIVEN**

Questions by Councillor Dean from April 2013 in regard to Rates:

1. What is the average size (hectares) of each lot in Nannup assessed for UV rates?  
A1. 141.7142 hectares.
2. If properties with the minimum rate are removed from the above, what is the average size? (if possible)  
A2. 241.7484 hectares.
3. What is the average rate paid per UV assessment?  
A3. \$1,527.50
4. What is the average rate paid per UV assessment if the minimum rate numbers are excluded, as per question 2?  
A4. \$1,993.35
5. What is the average UV rate paid per UV rateable property in terms of dollars per hectare on non minimum properties?  
A5. \$9.13.

**14. CLOSURE OF MEETING**

# **COMMUNITY & DEVELOPMENT** **SERVICES**

AGENDA NUMBER:	11.1
SUBJECT:	Final adoption of Amendment No.13 to the Shire of Nannup Local Planning Scheme No. 3: extending the range of permitted development
LOCATION/ADDRESS:	Whole of Shire
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	TPL1/13
AUTHOR:	Steve Thompson, Consultant Planner
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	Edge Planning & Property receive payment for planning advice to the Shire and declare a Financial Interest (section 5.70 of the Local Government Act 1995)
DATE OF REPORT	17 June 2013

Attachments: 1. Submissions  
2. Schedule of Submissions

## **BACKGROUND:**

The purpose of Amendment No. 13, to the *Shire of Nannup Local Planning Scheme No. 3 (LPS3)*, is to generally extend the range of permitted development (increase the range of development which does not require planning approval).

At the Council Meeting of 24 January 2013, Council passed the following motion, at minute No 8896:

*"That Council:*

- 1. Agree to adopt (initiate) an amendment to the Shire of Nannup Local Planning Scheme No. 3, pursuant to Part 5 of the Planning and Development Act 2005, through modifying, deleting and inserting text in Clause 8.2 as outlined in Attachment 1.*
- 2. Authorise the Shire President and the Chief Executive Officer to execute the Scheme Amendment No. 13 documents.*

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3. *Note the Shire's Chief Executive Officer will refer Scheme Amendment No. 13 to the Environmental Protection Authority for assessment pursuant to section 81 of the Planning and Development Act 2005. Should the EPA advise that the amendment does not require assessment, advertise the amendment in accordance with the Town Planning Regulations 1967.*
4. *Forward a copy of the amendment to the Western Australian Planning Commission for information."*

Following the Council resolution, the Environmental Protection Authority (EPA) determined that the scheme amendment should not be assessed via an environmental impact assessment. The EPA decision effectively gave its "environmental clearance" to Amendment 13.

Following the receipt of the EPA decision, the Shire met the requirements of the *Town Planning Regulations* through seeking public comment on Scheme Amendment No. 13 for a six week period through:

- writing to relevant State Government and servicing agencies;
- placing public notices in local papers;
- details being on the Shire's website; and
- having information available at the Shire office.

The Shire received 3 submissions on Scheme Amendment No. 13 all raising no objections (Attachment 1). The associated Schedule of Submissions is set out in Attachment 2.

Clauses 8.1 and 8.2 of LPS3 currently state the following:

**"8.1 Requirement for Approval to Commence Development**

Subject to clause 8.2, all development on land zoned and reserved under this Scheme requires the prior approval of the local government. A person must not commence or carry out any development without first having applied for and obtained the planning approval of the local government pursuant to the provisions of Part 9.

*Note:*

1. *The planning approval of the Council is required for both the development of land (subject of this Part) and the use of land (subject of Part 4).*
2. *Development includes the erection, placement and display of any advertisements.*

### **8.2 Permitted Development**

Except as otherwise provided in the Scheme, for the purposes of this Scheme, the following development does not require the planning approval of the local government:

- (a) the carrying out of any building or works which affect only the interior of a building and which do not materially affect the external appearance of the building unless the building is:
  - (i) located in a place that has been registered in the Register of Places under the Heritage of Western Australia Act 1990;
  - (ii) the subject of an Order under Part 6 of the Heritage of Western Australia Act 1990;
  - (iii) included on the Heritage List under clause 7.1 of this Scheme;
- (b) the erection on a lot of a single house including any extension, ancillary outbuildings and swimming pools, except where the proposal:-
  - (i) requires the exercise of a discretion by the local government under the scheme to vary the provisions of the Residential Planning Codes;
  - (ii) is located in a Heritage Area designated under the Scheme;
  - (iii) requires the exercise of a discretion by the Council under the scheme to vary the setback provisions of a specific zone.
- (c) the demolition of any building or structure except where the building or structure is:-
  - (i) located in a place that has been entered in the Register of Places under the Heritage of Western Australia Act 1990;
  - (ii) the subject of an order under Part 6 of the Heritage of Western Australia Act 1990;
  - (iii) included on the Heritage List under clause 7.1 of the Scheme; or
  - (iv) located within a Heritage Area designated under the Scheme;
- (d) a home office;
- (e) any works which are temporary and in existence for less than 48 hours or such longer time as the local government agrees;
- (f) any of the exempted classes of advertisements listed in Schedule 5 except in respect of a place included on the Heritage List or in a Heritage Area.
- (g) the construction, replacement, maintenance or repair by a Government agency or statutory undertaking, of any equipment necessary to provide and maintain a public service;

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- (h) the development on land within any zone by the local government or Government agency for the purposes of roads, stormwater drainage, recreation areas, landscaping, gardening, bushfire hazard reduction, parking, amenities building, river bank stabilisation or beach rehabilitation;
- (i) the reference in sub-clause (h) to the carrying out of development for the purpose of roads includes a reference to the winning of extractive material by the local government for the purpose of public road construction; and
- (j) the carrying out of any development by the local government in connection with the construction, reconstruction, improvement, maintenance, repair or widening (where the local government has acquired the land) of any road except the realignment or relocation of the road.

*Note: Development carried out in accordance with a subdivision approval granted by the Commission is exempt under Section 20D Town Planning Act."*

The effect of current Clauses 8.1 and 8.2 are that a wide range of development legally requires the planning approval of the local government. There is only a relatively small range of development which is exempt from the need to submit a Planning Application and gain planning approval.

**COMMENT:**

It is recommended that Council grant final adoption to Scheme Amendment No. 13 subject to minor modifications set out in the officer recommendation in green "highlight". The recommended changes are modifying "DAF" to "DAFWA" in referring to the Department of Agriculture and Food.

Scheme Amendment No. 13 proposes to generally extend the range of permitted development for a range of low-key and low risk forms of use and development. Generally, for low-key and low-risk development, it is suggested that a Planning Application is not required. If a new building is proposed, there is still a separate requirement to gain a Building Permit.

The proposed approach is considered to assist in improving the efficiency and effectiveness of the planning system and to direct resources increasingly into strategic areas and assist with implementing key projects.

It is highlighted that Scheme Amendment No. 13 does propose to increase some instances where Planning Applications are required for the erection on a lot of a single house, including any extension and ancillary outbuildings. Outlined below are the proposed additional circumstances and rationale:



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<b>Suggested development requiring planning approval</b>	<b>Rationale</b>
Is outside an approved building envelope or within a building exclusion area.	<p>This is consistent with sub-clause 8.2(b)(iii) regarding setback provisions of LPS3.</p> <p>It is standard Shire practice to require a Planning Application to relocate building envelopes.</p> <p>There are considered to be limited reasons justifying why buildings should be located in building exclusion areas and it is appropriate that this is addressed at the Planning Application stage rather than at the Building Permit stage.</p>
Is within the Flood Risk Land Special Control Area.	It is appropriate that this is addressed at the Planning Application stage rather than at the Building Permit stage – including addressing flood risk, environmental impact and servicing considerations.
Is within the Landscape Values Area.	Sub-clause 6.2.2 of LPS3 sets out objectives and provisions relating to the Landscape Values Area. Sub-clause 6.2.2.3 requires the approval of the local government for development which should also be reflected in sub-clause 8.2(b) of LPS3.
Is on a lot or location which does not have access to a dedicated and constructed road.	This is consistent with the Local Planning Strategy and similar provisions in a number of other Local Planning Schemes in regional Western Australia. It assists to address issues earlier in the development process at the Planning Application stage.

**STATUTORY ENVIRONMENT:**

*Planning and Development Act, Town Planning Regulations and LPS3.*

**POLICY IMPLICATIONS:**

None at this stage.

**FINANCIAL IMPLICATIONS:**

Public advertising was a budgeted cost.

**STRATEGIC IMPLICATIONS:**

Final approval and gazettal of Scheme Amendment No. 13 will assist to improve the efficiency and effectiveness of the planning system.

**VOTING REQUIREMENTS:** Simple Majority

**RECOMMENDATION:**

That Council:

A) In pursuance of Section 75 of the *Planning and Development Act 2005* grant final adoption of Amendment No. 13 to the *Shire of Nannup Local Planning Scheme No. 3* through modifying, deleting and inserting text in Clause 8.2 as follows:

1. Deleting "and swimming pools," in sub-clause 8.2.
2. Changing "Planning" to "Design" in sub-clause 8.2(b)(i).
3. Adding the following to sub-clause 8.2(b)(ii):
  - (iv) is outside an approved building envelope or within a building exclusion area;
  - (v) is within the Flood Risk Land Special Control Area;
  - (vi) is within the Landscape Values Area;
  - (vii) is on a lot or location which does not have access to a dedicated and/or constructed road;
4. Deleting "and" at the end of sub-clause 8.2(i).
5. Changing "." to ";" at the end of sub-clause 8.2(b)(j).
6. Adding the following sections after sub-clause 8.2(j):
  - (k) incidental structures which include:
    - (i) a dog house, domestic animal enclosure, bird enclosure or a cubby house which does not exceed 3.0 metres in height above natural ground level and does not have any part of its structure located within 1.0 metre of the boundary with an adjacent lot;
    - (ii) a tree house which as a structure that does not exceed 3.0 metres in height, does not have a floor area greater than 4.0m<sup>2</sup> and is constructed in a tree on a lot used for residential purposes;
    - (iii) a flag pole which does not exceed 6.0 metres in height above natural ground level;
    - (iv) any pole, tower or device used solely for the purpose of providing outdoor lighting which is constructed on a lot used for residential purposes and no more than 6.0 metres in height above natural ground level;
    - (v) swimming pools;
    - (vi) landscaping;
    - (vii) letter boxes;
    - (viii) clothes lines;
    - (ix) unless the building is within a Heritage Area or included within the Heritage List of the Scheme, the installation of solar panels where such structures do not protrude above the surface of the roof by more than 500mm or above the ridge of the roof of any building;

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- (l) the erection of a boundary fence except where otherwise required by the Scheme and where the fence is consistent with Local Planning Policies;
- (m) the carrying out of works urgently required for public safety or for the safety or security of plant or equipment used in the provision of essential services;
- (n) the use of land in a reserve, where such land is vested in the local government or vested in a Public Authority:
  - (i) for the purpose for which the land is reserved under the Scheme;  
or
  - 1. in the case of land vested in a public authority, for any purpose for which such land may be lawfully used by that authority;
- (o) except for development to which the Residential Design Codes apply, the minor filling, excavation or re-contouring of land provided there is no more than 0.9 metres change to the natural ground level, it is not within flood risk land or except where otherwise required by the Scheme;
- (p) except for development to which the Residential Design Codes apply, retaining walls less than 0.9 metres in height unless the site is located in or referred to in a Local Planning Policy which specifically addresses requirements for retaining walls;

*Note: Development carried out in accordance with a subdivision approval granted by the Commission is exempt under Section 157 Town Planning Act.*

- (q) rainwater tanks;
- (r) aquaculture proposals involving the use of existing dams where no structural works are proposed;
- (s) the clearing of native vegetation except:
  - (i) subject to the requirements of sub-clause 4.13.10.4 (Special Rural zone), Schedule 12 (relating to various Special Rural zones), Schedule 4 (relating to various Special Use zones) or where otherwise required by the Scheme;
  - (ii) where the trees are listed or protected in the Municipal Heritage Inventory, a Local Planning Policy, Heritage Area or covered by a "Tree Preservation Order";

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*Note:*

*Where the proposal to clear native vegetation is part of an Application for Planning Approval for buildings or works, there is no requirement for a separate Application for Planning Approval for the proposed clearing.*

*A clearing permit may be required from the Department of Environment and Conservation to clear native vegetation as set out in the Environmental Protection (Clearing of Native Vegetation) Regulations.*

- (t) the clearing of non-native vegetation except:
  - (i) where there is a specific Scheme requirement to gain local government approval including in the Landscape Values Area;
  - (ii) where the trees are listed or protected in the Municipal Heritage Inventory, a Local Planning Policy or Heritage Area or covered by a "Tree Preservation Order";
- (u) effluent disposal systems where they comply with Scheme requirements and relevant legislation, air conditioning systems and LPG gas tanks for domestic purposes where they comply with relevant legislation;
- (v) satellite dishes and other domestic telecommunication installation unless it does not comply with any relevant adopted standards outlined in a Local Planning Policy or is located within a Heritage Area;
- (w) telecommunication infrastructure which is listed as low impact in the Telecommunications Low Impact Facilities Determination 1997 and subsequent amendments to that Determination;
- (x) a change of use where:
  - (i) the general use class category remains the same (e.g. shop to shop) and no additional floorspace is proposed;
  - (ii) the proposed use will have the same or a reduced car parking requirements and no additional car parking spaces are required (e.g. from shop to office);
  - (iii) no adverse environmental impacts are expected;
  - (iv) no additional floor space is proposed;

*Note: Premises where food and drinks are sold may be exempt from a Planning Approval but will require Environmental Health Approval.*

- (v) a material change in the appearance of the building is not proposed, as determined by the local government;
  - (vi) it satisfies health and safety requirements; and
  - (vii) there is no need to significantly improve public services and infrastructure;
- (y) "agriculture – extensive" and "agriculture – intensive" in the Agriculture, Agriculture Priority 1 – Scott Coastal Plain and Agriculture Priority 2 zones;
- (z) "rural pursuit" in all zones where it is a "P" (permitted) use;
- (za) dams;

*Note: Any landowner/proponent proposing to build a dam in any zone must determine the current requirements for licensing the dam by the Department of Water (DoW) and must satisfy these requirements. The landowner/proponent should seek advice from but not be limited to:*

- (i) Department of Agriculture and Food (DAFWA) for advice on whether the proposal is consistent with DAFWA recommendations for farming practices, water supply and dam construction; and the*
- (ii) Department of Environment and Conservation and the DoW for advice on potential environmental impacts on watercourses, wetlands and the riparian zone and must advise them in relation to its impacts on water resource management and if it requires approval in relation to the taking of water and any other potential environmental impacts.*

*The local government will require evidence that dams in Residential, Special Residential, Special Rural and Future Development zones have been designed, constructed and certified by a professional engineer.*

- (zb) temporary sea containers and transportables consistent with Local Planning Policies;
- (zc) activities and work which lie within the definition of development but which are associated with and/or necessary for the continuation of a use of land lawfully existing pursuant to the provisions of this Scheme; and
- (zd) agroforestry provided no more than 4 hectares of planting occurs on any lot or location.

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7. Changing "20D" to "157" for the section of the Town Planning Act in the note at the end of Clause 8.2 and relocate to after sub-clause 8.2(p).
  
- B) Adopt the recommendations in Attachment 2 relating to submissions and advise all agencies who lodged a submission that their comments were noted.
  
- C) Refer Scheme Amendment No. 13 to the Western Australian Planning Commission and seek final approval by the Honourable Minister for Planning.



Government of Western Australia  
Department of Agriculture and Food

**E-MAILED**  
10 ST 5/6/13 wyk

Attachment 1



Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA  
6275

SHIRE OF NANNUP RECEIVED			
Ref: TPL 1-13 No. 2013/16A			
24 MAY 2013			
CEO	AO	LIB	FMO
MCS	EO	PUB	YO
VWM	CDO		RO
MDS	CR: Planner		

Your Ref: TPL1 - 13  
Our Ref:  
Enquiries: Leon van Wyk  
Date: 22 May 2013

Dear Sir/Madam

**COMMENT: AMENDMENT NO. 13 TO SHIRE OF NANNUP LOCAL PLANNING SCHEME NO. 3**

Thank you for the opportunity to comment on the abovementioned amendment to the Shire of Nannup Local Planning Scheme.

The Department of Agriculture and Food (DAFWA) does not object to the proposed text amendment for planning approvals, but would like to make the following comment:

It should be noticed that the term **Department of Agriculture and Food (DAF)** as used on p 10 & 16 of the amendment document should be replaced by **Department of Agriculture and Food (DAFWA)**.

I trust these comments inform your decision on this matter. If you have queries regarding the comments, please contact Leon van Wyk at (08) 9780 6171 or [leon.vanwyk@agric.wa.gov.au](mailto:leon.vanwyk@agric.wa.gov.au).

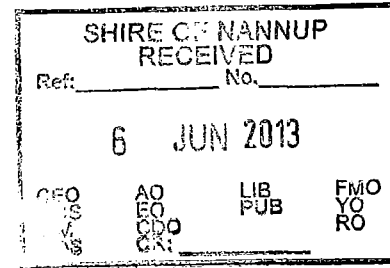
Yours sincerely,

Neil Guise  
Regional Director  
South West Agricultural Region

**Wendy Kennedy**

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**From:** ANDERSON Carol [Carol.ANDERSON@water.wa.gov.au]  
**Sent:** Thursday, 6 June 2013 11:13 AM  
**To:** ShireofNannup  
**Subject:** Scheme 3 Amendment 13



YOUR REF: TPL1-13

Dear Mr Jennings

Thank you for the opportunity to comment on the proposed Scheme Amendment.

In this case, the Department has no comments.

Regards

Carol Anderson  
SW Region  
Dept of Water

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**E-MAILED**  
To ST 5/6/13 NPL



Enquiries: Paul Davies 97245662  
Our Ref: 04/9418  
Your Ref: TPL1-13

26 April 2013

Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA 6275

SHIRE OF NANNUP RECEIVED			
Ref:	TPL1	No.	2013/145
2 MAY 2013			
CEO	AO	LIB	FMO
MCS	EO	PUB	YO
WM	CDO		RO
MDS	CR:		

Dear Sir,

**PROPOSED SHIRE OF NANNUP TOWN PLANNING SCHEME AMENDMENT NO 13**

I refer to your correspondence of 16 April 2013 and advise that Main Roads has no objection to the proposed scheme amendment.

If you require any further information please contact me on 9724 5662.

Yours faithfully

Paul Davies  
ROAD CORRIDOR PLANNING MANAGER

**Shire of Nannup Local Planning Scheme No. 3  
Scheme Amendment No. 13 – Schedule of Submissions**

**Note:** All submissions are noted, however the terminology of “Dismiss”, “Upheld”, or “Partially Upheld” is typically used for recommendations to the Western Australian Planning Commission (WAPC). In the Council’s Recommendation column, if a submission is only “Noted”, it does not make it clear to the WAPC whether the Council agrees or does not agree with the submission. If a submission is “Upheld”, it means that Council agrees that the amendment should be modified as a result of the submission. If a submission is “Dismissed”, it means that no modifications are recommended.

No.	Name and Address of Submitter	Summary of Submissions	Council’s Comments	Council’s Recommendation
1	Paul Davies Main Roads Western Australia PO Box 5010 Bunbury WA 6231	No objection	That the submission be noted	That the submission be dismissed
2	Neil Guise Department of Agriculture and Food PO Box 1231 Bunbury WA 6230	No objection  The acronym “DAF” to be changed to “DAFWA” in relation to the Department of Agriculture and Food.	That the submission be noted	That the submission be upheld
3	Carol Anderson Department of Water PO Box 261 Bunbury WA 6231	No comment	That the submission be noted	That the submission be dismissed

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AGENDA NUMBER:	11.2
SUBJECT:	Amendment No.14 to the Shire of Nannup Local Planning Scheme No. 3: submitted for adoption (initiation)
LOCATION/ADDRESS:	Properties within the Flood Risk Land Special Control Area
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	TPL1/14
AUTHOR:	Steve Thompson, Consultant Planner
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	Edge Planning & Property receive payment for planning advice to the Shire and declare a Financial Interest (section 5.70 of the Local Government Act 1995)
DATE OF REPORT	17 June 2013

Attachment: 1. Plan showing floodplain and sewerage system

**BACKGROUND:**

The purpose of proposed Amendment No. 14, to the *Shire of Nannup Local Planning Scheme No. 3* (LPS3), is to provide discretion for the local government to consider on-site effluent disposal for dwellings in the 1 in 25 average recurrence interval (ARI) floodplain. Currently, LPS3 requires that all dwellings in the 1 in 25 ARI floodplain be connected to the reticulated sewerage network.

By way of background, Scheme Amendment No. 7 was gazetted on 9 March 2010. This in part introduced the following in sub-clause 6.2.1.2 in LPS3:

“Notwithstanding sub-clause 6.2.1.1(b)(i), land identified by the Blackwood River Flood Study 1983 as being within the 1 in 25 year flood level will not be permitted to be developed for residential purposes unless such development is connected to the reticulated sewerage network.”

The above clause provides no legal ability for residential development to proceed in the 1 in 25 ARI floodplain without connection to reticulated sewerage.

As outlined in Attachment 1, there are a number of existing lots that are completely in the 1 in 25 ARI floodplain or have building footprints (to comply with building setbacks) that would result in dwellings being located in the 1 in 25 ARI floodplain. Many of these lots are distant from reticulated sewerage and it would not be feasible to connect to reticulated sewerage. Infill sewerage, if it happens, is expected to be years away. The result of the above is that a dwelling could not be practically built on various existing lots which are currently vacant (contain no dwelling) in the 1 in 25 ARI floodplain.

**COMMENT:**

While the Shire administration does not support the creation of additional lots in the 1 in 25 ARI floodplain nor in the 1 in 100 ARI floodplain (unless building envelopes/suitable building areas are located outside of 1 in 100 ARI floodplain), it is suggested that applicants should have the ability to apply for and gain approval for a single dwelling as an existing lot provided they suitably justify proposed effluent disposal. In particular, that the applicant demonstrates that on-site effluent disposal suitably addresses human health and environmental risk and the applicant also demonstrates that it is not feasible to connect to the reticulated sewerage network. LPS3 also requires applicants proposing development in the floodplain to address other matters including flood risk, risk to life/human safety and building construction to withstand the forces of flood waters.

It is suggested that clause 6.2.1.2 be modified to the following:

“For land identified by the Blackwood River Flood Study 1983 as being within the 1 in 25 year flood level, residential development (new dwellings and extensions to existing dwellings) should be connected to the reticulated sewerage network unless the applicant suitably demonstrates to the satisfaction of the local government that:

- (a) on-site effluent disposal can be accommodated to address human health and environmental risk; and
- (b) it is not feasible to connect to the reticulated sewerage network.”

The Shire has undertaken preliminary consultation with the Department of Planning and Water Corporation regarding the above. No “fatal flaws” have been identified.

Based on the above, it is recommended that Council adopt (initiate) Scheme Amendment No. 14 to formally commence the process of amending LPS3.

Subject to the Council’s decision, the scheme amendment will be forwarded to the Environmental Protection Authority seeking environmental clearance. Following this, the amendment will be publicly advertised for a minimum of six weeks through:

- writing to relevant stakeholders;
- placing notices in local papers;
- details being on the Shire’s website; and
- having information available at the Shire office.

Public advertising will provide the community and stakeholders the opportunity to consider issues and provide written comments to the Shire.

Following the close of the consultation period, the matter will again be considered by Council to determine whether or not to support final adoption of the scheme amendment (with or without modifications). After this, the Western Australian Planning Commission

will next assess the scheme amendment request with the final decision made by the Minister for Planning.

**STATUTORY ENVIRONMENT:**

*Planning and Development Act, Town Planning Regulations and LPS3.*

**POLICY IMPLICATIONS:**

Nil at this stage.

**FINANCIAL IMPLICATIONS:**

The Shire will meet the cost of advertising the amendment including placing notices in local papers.

**STRATEGIC IMPLICATIONS:**

Should Scheme Amendment No. 14 receive final approval and associated gazettal, it will provide discretion for the local government to consider on-site effluent disposal for dwellings in the 1 in 25 ARI floodplain.

**VOTING REQUIREMENTS:** Simple Majority

**RECOMMENDATION:**

That Council:

1. Agree to adopt (initiate) an amendment to the *Shire of Nannup Local Planning Scheme No. 3*, pursuant to Part 5 of the *Planning and Development Act 2005*, through deleting clause 6.2.1.2 and adding the following to clause 6.2.1.2:

“For land identified by the Blackwood River Flood Study 1983 as being within the 1 in 25 year flood level, residential development (new dwellings and extensions to existing dwellings) should be connected to the reticulated sewerage network unless the applicant suitably demonstrates to the satisfaction of the local government that:

- (c) on-site effluent disposal can be accommodated to address human health and environmental risk; and
  - (d) it is not feasible to connect to the reticulated sewerage network.”
2. Following the preparation of Scheme Amendment documents to the satisfaction of the Chief Executive Officer, authorise the Shire President and the Chief Executive Officer to execute the Scheme Amendment No. 14 documents.

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3. Note the Shire's Chief Executive Officer will refer Scheme Amendment No. 14 to the Environmental Protection Authority for assessment pursuant to section 81 of the *Planning and Development Act 2005*. Should the Environmental Protection Authority advise that the amendment does not require assessment, advertise the amendment in accordance with the *Town Planning Regulations 1967*.
4. Forward a copy of the amendment to the Western Australian Planning Commission for information.



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AGENDA NUMBER:	11.3
SUBJECT:	Local Planning Policy No. 21 – Bush Fire Management: Submitted for adoption
LOCATION/ADDRESS:	Applies throughout the municipality
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	ADM 9
AUTHOR:	Steve Thompson, Consultant Planner
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	Edge Planning & Property receive payment for planning advice to the Shire and declare a Financial Interest (section 5.70 of the Local Government Act 1995)
DATE OF REPORT	17 June 2013

Attachment: 1. Draft Local Planning Policy No. 21 Bush Fire Management (LPP 021)

**BACKGROUND:**

The purpose of this report is to seek Council support to publicly advertise a draft planning policy relating to bush fire management.

The Council does not have a planning policy relating to bush fire management. This is intended to be addressed through the draft policy which is set out in Attachment 1. The draft policy is intended to generate community discussion and, in time, provide clearer guidelines for assessing planning applications and other proposals.

The Shire administration has undertaken preliminary consultation with the Bush Fire Brigade Chief, Bush Fire Brigade Captains and the Department of Fire and Emergency Services (DFES) on the draft policy. This has revealed support for the draft policy and only minor suggested changes were made.

*Planning and building context*

The policy seeks to complement the *Shire of Nannup Local Planning Scheme No. 3 (LPS3)* and the associated *Bush Fire Hazard Strategy - Shire of Bridgetown-Greenbushes and Shire of Nannup*. For land designated as Bushfire Prone in the Strategy, this will require new habitable buildings or additions to habitable buildings to comply with *Australian Standard AS3959-2009 Construction of Buildings in Bushfire Prone Areas* unless the Shire supports documentation from a suitably qualified and/or experienced practitioner that the land is not Bushfire Prone.

Some of the important planning and building documents that influence the draft policy are summarised below.



Planning for Bush Fire Protection Guidelines (Edition 2)

The Western Australian Planning Commission (WAPC) and the former Fire and Emergency Services Authority (now DFES) have developed the "Planning for Bush Fire Protection Guidelines" (Edition 2, May 2010). These guidelines are designed, in part, for local governments to use to assess the risk of bushfire hazard in a proposed development or subdivision. The focus of these guidelines is "ensuring that bush fire hazards are considered in planning decisions at all stages of the planning process to avoid increased fire risk to life and property through inappropriately located or designed land use and development." (page 1)

Local Planning Scheme No. 3

Scheme Amendment No.12, gazetted on 3 May 2013, introduced part 13 into LPS3. This states:

- "13.1 Bushfire Prone Areas are those areas designated as such, by the Bushfire Prone Area Maps as endorsed by Council, which form part of the Scheme for the purposes of Part 13.
- 13.2 Construction and/or additions to habitable buildings throughout the municipality in areas classified as Bush Fire Prone, will be subject to the relevant requirements pursuant to the Building Code of Australia, Australian Standard 3959 – 2009 (or any updates).
- 13.3 The Bushfire Prone Area Maps may be amended from time to time and are to be held at the local government office.
- 13.4 If an owner disputes their land's identification within a designated Bushfire Prone Area that owner may request in writing that the local government reconsider that identification. Supporting documentation is to be provided from a suitably qualified and/or experienced practitioner to address the requirements of the Planning for Bush Fire Protection Guidelines (Edition 2) or any updates.
- 13.5 On receiving a request made under sub-clause 13.4, the local government may determine that the land is not within a designated Bushfire Prone Area; or determine that the land's identification within a designated Bushfire Prone Area is correct.
- 13.6 Applications for the construction and/or addition to habitable buildings within Bushfire Prone Areas are to be accompanied by a report from a suitably qualified and/or experienced practitioner, which is to identify the Bushfire Attack Level (BAL) in accordance with the requirements of the Planning for Bush Fire Protection Guidelines (Edition 2) or any updates. The BAL level will inform the application of AS3959.

- 13.7 The landowner will be responsible for permanent hazard reduction measures to maintain the identified BAL.
- 13.8 In considering proposals (including applications for planning approval, subdivision applications and structure plans) where there are bush fire risks, the local government is to have regard to –
- a) State Planning Policy 3.4 Natural Hazards and Disasters;
  - b) Planning for Bush Fire Protection Guidelines (Edition 2) or any updates;
  - c) any advice obtained from the Department of Fire and Emergency Services; and
  - d) any other planning consideration the local government considers relevant.
- 13.9 The local government may impose conditions to reduce bush fire risk to people and/or property including –
- a) the provision of a fire fighting water supply;
  - b) the provision of fire services access;
  - c) the preparation of a Fire Management Plan in accordance with the Planning for Bush Fire Protection Guidelines (Edition 2), or any updates, and implementation of specific fire protection measures set out in the plan; and
  - d) the implementation of measures to ensure that prospective purchasers are aware of the relevant scheme provisions, Fire Management Plan and publications addressing fire safety.
- 13.10 Where a Fire Management Plan has been endorsed by the local government and/or the Department of Fire and Emergency Services, the affected land owners will be responsible for the ongoing implementation of the 'land owners responsibilities' as specified in that Fire Management Plan."

Clause 10.2 of LPS3 sets out several matters to consider when dealing with applications for Council's approval of a proposed development:

- (d) any approved Statement of Planning Policy of the Commission;
- (g) any Local Planning Policy adopted by the Council under the provisions of clause 2.4;
- (n) whether the land to which the application relates is unsuitable for the proposal by reason of it being, or likely to be, subject to bush fire or any other risk; and

- (q) whether the proposed means of access to or egress from the site are adequate.

#### State Planning Policy 3.4 - Natural Hazards and Disasters

Local government must have regard to this Policy in the preparation or amendment of local planning schemes, strategies and policies, and when providing comment and advice that deal with applications that may be affected by natural hazards. The Policy should be used by local government to determine those areas that are most vulnerable to bushfire and where development should not be recommended. It authorises the WAPC to prepare guidelines for protection from hazards which should be considered in the determination of proposals.

#### Building Code of Australia

The *Building Code of Australia* (BCA), Parts P2.3.4 and 3.7.4, controls the building of dwellings in declared bushfire prone areas. The BCA is satisfied if the dwelling or habitable building complies with *Australian Standard AS3959-2009 Construction of Buildings in Bushfire Prone Areas*.

#### **COMMENT:**

##### Overview

The draft policy is intended to provide guidance for a range of planning proposals (scheme amendment and structure plan requests, subdivision applications, development applications) and building permits. The draft policy is also intended to assist in providing guidance to LPS3 as a result of Amendment No. 12 being gazetted on 3 May 2013.

It is highlighted that there is limited documentation or experience that can be used as a model. Therefore, the policy should be regarded as a living document that will need to be reviewed as required in the light of growing knowledge and experience.

##### Key features of the draft policy

Some of the key features of the draft policy include it sets out:

- the Council endorses and will have due regard to the WAPC and DFES *Planning for Bush Fire Protection Guidelines* (edition 2) along with any amendments or updates;
- the Council will adopt a precautionary approach to fire risk. To achieve this, the Council will require proponents seeking planning (development), subdivision, scheme amendment, structure plan, and building permit approval and other works to take account of fire risk with their proposals;

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- the Council will consider fire risk in planning and building decisions to avoid increasing risks through inappropriately located or designated land use and development;
- more intensive land use and development should only take place in areas where the performance criteria and acceptable solutions set out in the Guidelines can be achieved and realistically maintained;
- the Council will consider fire hazard in the context of other considerations such as landscape protection and vegetation retention;
- the Council does not generally support scheme amendment and structure plan requests for intensive development and subdivisions, such as residential, rural-residential, rural small holdings, tourist and industrial developments in extreme fire hazard areas. The Council will not support scheme amendment and structure plan requests, nor support proposals for "D" and "A" uses as set out in the Zoning Table of LPS3 in areas classified as "extreme" fire risk without permanent and realistic hazard level reduction measures being implemented, that can be sustained in the opinion of the Council to reduce the hazard level to moderate or low;
- where a bush fire hazard assessment and/or fire management plan is required, it is to be prepared by a suitably qualified and/or experienced practitioner;
- the Council's preference is that the on-going management and maintenance of emergency access ways and fire service access routes (not "standard" firebreaks around each property) rests with the Council for larger rural residential and rural small holding subdivisions, residential, tourism or industrial subdivisions adjoining river foreshores and/or public land and other subdivisions as determined appropriate by the Council;
- emergency access ways and fire service access routes are to be protected through an easement, inclusion in a Public Access Way or through other measures to the satisfaction of the Council;
- landowners should take all practical steps to address fire risks subject to gaining necessary approvals;
- the landowner is responsible for permanent hazard reduction measures to maintain the identified Bushfire Attack Level; and
- where a fire management plan has been endorsed by the local government and/or DFES, the affected land owners will be responsible for the ongoing implementation of the "land owner's responsibilities" as specified in the fire management plan.

Next steps

The draft policy is considered appropriate to be publicly advertised for community and stakeholder comment. Public advertising of the draft policy will assist to draw out comment from the community and stakeholders. It is proposed to consult widely for a six (6) week period by the Shire administration writing to and inviting comments from wide-ranging stakeholders and government agencies, placing public notices and details in local papers on multiple occasions, placing details on the Shire of Nannup website and information being available at the Shire office.

The goal of the draft policy is to encourage community and stakeholder debate and to seek the receipt of submissions. Following the close of the consultation period, the Council and the Shire administration will consider the submissions and determine whether the draft policy is suitable for final adoption or whether it should be modified. The objective is to finalise a policy which will assist to increase certainty for everyone with an interest in this issue and which will provide increased guidance to Council and the Shire administration in assessing development applications, providing recommendations to the WAPC on subdivision applications and determining scheme amendment and structure plan requests.

Suggested guideline

Given the draft policy is a weighty and complex document, at some point a simpler "guideline" will be prepared to assist the community and other stakeholders in relation to building permits and other planning proposals.

**STATUTORY ENVIRONMENT:**

*Planning and Development Act 2005* and LPS3. Section 2.4 of LPS3 provides the ability to prepare, amend or rescind a Planning Policy.

*Planning and Development Act, Town Planning Regulations, LPS3 and State Planning Policy 3.4 Natural Hazards and Disasters.*

**POLICY IMPLICATIONS:**

Local Planning Policies are non-statutory documents which provide guidance to assist the Council in its decision making. Accordingly, the Council is not bound by the policy but is required to have regard to the policy in determining planning applications.

Subject to Council's resolution, the Shire administration will publicly advertise the draft policy inviting community and stakeholder comments.

**FINANCIAL IMPLICATIONS:**

Public advertising is a budgeted cost. Compliance of the legislation on larger developments could be considered in the long term incorporating Ranger responsibilities in a part time role, subject to budget availability.

**STRATEGIC IMPLICATIONS:**

The policy, if adopted will assist:

- the decision-making of the Council, the Shire administration and other stakeholders;
- to inform developers/subdividers as to Council requirements, especially to consider bush fire management early in the planning/design process; and
- to raise community and stakeholder awareness regarding bush fire management.

Implementation of the policy will assist to reduce bushfire risk to residents and visitors.

**VOTING REQUIREMENTS:** Simple majority.

**RECOMMENDATION:**

That Council:

1. Support the public release of draft *Local Planning Policy 21 – Bush Fire Management*, outlined in Attachment 1, and require the draft policy to be publicly advertised in accordance with the requirements set out in the *Shire of Nannup Local Planning Scheme No. 3* for a period of six (6) weeks.
2. Will reconsider draft *Local Planning Policy 21 – Bush Fire Management* following the close of the public submission period and will determine whether or not to adopt the policy with or without modifications.

**DRAFT  
SHIRE OF NANNUP**

Policy Number:	LPP 021
Policy Type:	Local Planning Policy
Policy Name:	Bush Fire Management
Policy Owner:	Chief Executive Officer

Authority: Shire of Nannup Local Planning Scheme No. 3

### **OBJECTIVES**

The objectives of this Policy are to:

- minimise the risk from bush fire and other sources to life, property and community assets for new proposals and require proponents to suitably justify why there should be a departure from this Policy;
- ensure that the impact of fires is significantly reduced and fire suppression is maximised through careful planning and the implementation of fire prevention measures for the safety of residents and visitors;
- control the location of subdivision/development and use of land to avoid placing inappropriate subdivision/development in areas that have extreme bush fire hazards;
- ensure that new subdivision/development in identified bushfire prone areas is located, designed, constructed and maintained to address the identified bush fire hazard;
- balance bush fire protection, biodiversity, community safety and economic objectives within the context of ensuring that a satisfactory bush fire protection outcome is achieved;
- recognise that the Council has endorsed the State Government document titled *Planning for Bush Fire Protection* (edition 2) or any updates;
- ensure the implementation of appropriate fire management measures to mitigate fire risks;
- ensure that buildings, by virtue of materials and design, are reasonably fire resistant through application of AS3959-2009;
- provide a consistent approach to the assessment of development in areas identified as bushfire prone;
- provide guidelines to proponents on the minimum requirements and format for the preparation of a Fire Management Plan (FMP);
- provide for the coordination of FMPs and strategic fire breaks throughout the Shire;
- encourage fire fighting facilities and water tanks to be strategically located to best cater for existing and future residential, rural living, tourist and other development;
- outline the role and responsibilities of the developer, the Shire and individual property owners;
- provide guidance to developers, subdividers, landowners, the community, other

stakeholders and the Shire administration to ensure new developments and subdivisions appropriately address fire risk;

- clarify works to be undertaken by developers for fire management as part of any subdivision; and
- provide for the integration of the Shire administration's planning and building sections to bush fire protection with broader approaches to bush fire protection, especially the Council's annual bush fire notices.

## DEFINITIONS AND ABBREVIATIONS

Terms used in this Policy shall be as interpreted as set out in the *Shire of Nannup Local Planning Scheme No.3*, the *Building Code of Australia* or the *Planning for Bushfire Protection Guidelines*. For the purposes of clarification, the following terms have meanings as defined below:

**'AS3959-2009'** means *Australian Standard 3959-2009: Construction of buildings in bushfire-prone areas* or any updates.

**'Bushfire Attack Level' (BAL)** as set out in *Australian Standard 3959-2009: Construction of buildings in bushfire-prone areas* or any updates.

**'BCA'** means the *Building Code of Australia*.

**'Building Protection Zone' (BPZ)** as set out in the *Planning for Better Bush Fire Protection Guidelines* which is a low fuel area immediately surrounding buildings.

**'Bushfire'** means an unplanned fire. Also called a "wildfire" which may include forest scrub and grass fires.

**'Bushfire Assessment Report'** means a report that demonstrates how the construction of a building will comply with the appropriate setbacks and construction requirements of AS3959-2009. It includes classifying the BAL.

**'Bushfire Attack'** means the threat on buildings in bushfire prone areas arising from embers, radiant heat, flames, wind and smoke during a wildfire.

**'Bushfire Hazard Strategy'** means the *Bush Fire Hazard Strategy – Shire of Bridgetown-Greenbushes and Shire of Nannup*.

**'Bushfire prone area'** means an area of land mapped for the purposes and consideration of bushfire protection through a Local Planning Scheme and which triggers the operation of AS3959-2009.

**'DEC'** means the Department of Environment and Conservation and includes any other environmental or land management agency should it be renamed.



**'DFES'** means Department of Fire and Emergency Services Authority or the State Government's lead agency that is responsible for fire management should it be renamed.

**'Emergency Access Way' (EAW)** provide alternative links to public roads during emergencies and meet the Guideline requirements.

**'Fire Management Plan' (FMP)** means an ongoing dynamic document plan that addresses the requirements of the Guidelines including access, water, Building Separation Zones and the responsibilities of the developer and the land owner.

**'Fire Service Access Routes' (FSAR)** provide links between public road networks for fire fighting purposes and meet Guideline requirements.

**'Guidelines'** means the Western Australian Planning Commission and the former Fire and Emergency Services Authority of Western Australia endorsed *Planning for Bush Fire Protection Guidelines (edition 2) or any updates*.

**'Hazard Separation Zone' (HSZ)** means the fuel reduced area between an area of bushfire hazard and the buildings (and associated building protection zones) of a development.

**'LPS3'** means the *Shire of Nannup Local Planning Scheme No.3* or other operative Local Planning Scheme.

**'Major development'** means development likely to result in bush fire issues similar to those created by subdivision, including strata title subdivision.

**'Minor building work'** means building work:

- which results in an increase in gross floor area of an existing premises by no more than the lesser 50m<sup>2</sup> or 25% of the existing gross floor area, or
- alterations of not more than 50% of the existing premises building fabric, or
- a non-habitable building located more than 6.0 metres from and not physically connected to a habitable building.

**'Proponent'** can refer to "applicant", "developer" or "subdivider".

**'Proposal'** can refer to "planning (development) application, subdivision application, scheme amendment request, structure plan request, structure plan request, building permit or other works where considered appropriate by the Council.

**'Rural Zone'** means "Agriculture Priority 1 – Scott Coastal Plain", "Agriculture Priority 2", "Cluster Farming" and "Coastal Landscape" zones.

**'WAPC'** means the Western Australian Planning Commission.

## **POLICY**

This Policy applies throughout the municipality however the application of AS3959-2009 only applies to land designed as bushfire prone. In particular, this Policy applies to all proposals within the municipality in areas of fire risk and/or which contributes to fire risk as determined by the Council.

### **Links to Local Planning Scheme and other documents**

This Policy relates to various requirements set out in the LPS3, Council's Local Planning Strategy, the Bush Fire Hazard Strategy, *State Planning Policy 3.4 Natural Hazards and Disasters*, the Guidelines, the BCA and AS3959-2009.

### **Policy Provisions**

#### 1. Endorsement of the *Planning for Bush Fire Protection* document

The Council endorses the WAPC and DFES *Planning for Bush Fire Protection Guidelines* (edition 2) along with any amendments or updates. Accordingly, the Council will have due regard to the Guidelines. Further, the Council will require proponents to ensure compliance with the Guidelines.

#### 2. General

The Council will adopt a precautionary approach to fire risk. To achieve this, the Council will require proponents seeking planning (development), subdivision, scheme amendment, structure plan, and building permit approval and other works to take account of fire risk with their proposals.

The Council will consider fire risk in planning and building decisions to avoid increasing risks through inappropriately located or designated land use and development.

More intensive land use and development should only take place in areas where the performance criteria and acceptable solutions set out in the Guidelines can be achieved and realistically maintained.

The Council will consider fire hazard in the context of other considerations such as landscape protection and vegetation retention.

The Council will have regard to the objectives and provisions of this Policy in determining proposals in areas where there is fire risk.

The Council reserves the right to vary this Policy where, after consideration of all matters, it is deemed appropriate to the circumstance and is consistent with the spirit and intent of the Policy.

Except as varied by this Policy, the local government will assess proposals for scheme amendments and applications for approval of structure plans, subdivision, subdivision clearance, building envelope relocation, planning consent, building permit applications and other proposals against the Guidelines.

The bush fire prone areas mapping, set out in Attachment 1, has been adopted pursuant to LPS3. Areas identified on the mapping as "Bush Fire Prone" are designated bush fire prone areas for the purposes of LPS3, the BCA and this Policy.

Local structure planning, scheme amendment proposals and subdivision applications are required to address the potential for conflict between biodiversity values and bush fire protection. Unless the site is suitably zoned and has relevant approvals on the gazettal of Scheme Amendment No. 12 to LPS3, the Council will generally seek that clearing of native vegetation is minimised wherever reasonably practicable.

Applications for the approval of structure plans, subdivision applications or where conditions of subdivision require identification of building envelopes or the preparation of a FMP, shall ensure that building envelopes, development exclusion areas or similar are put in place and located so as to minimise impacts on native vegetation.

Wherever practicable, to accommodate a combined BPZ and HSZ of 100 metres width, building envelopes, development exclusion areas or similar shall generally be located to provide 100 metres separation from vegetation. Where there is an approved structure plan or subdivision approval that is inconsistent with the Policy, the subdivision application or application for subdivision clearance shall address these Policy provisions as much as is reasonably practicable.

In the case of building envelope plans submitted with applications for subdivision clearance, applications for the relocation of building envelopes, or, in the case of lots where there are no identified building envelopes, the development and associated BPZ and HSZ shall be located so as to minimise the impact on biodiversity values (including native vegetation). Relocation of building envelopes will not be supported to enhance access to views, reduce construction costs or for any other reason where it will increase impacts on biodiversity values.

The Council will seek to achieve the outcomes set out in the Guidelines even where an existing structure plan or subdivision approval is not consistent with the Guidelines. The Council recognises that it may not always be practicable to do so, and will accordingly apply this Policy in a reasonable manner in those cases.

### 3. Fire Risks

The Council does not generally support scheme amendment and structure plan requests for intensive development and subdivisions, such as residential, rural-residential, rural small holdings, tourist and industrial developments in extreme fire hazard areas. The Council will not support scheme amendment and structure plan

requests, nor support proposals for “D” and “A” uses as set out in the zoning table in areas classified as “extreme” fire risk without permanent and realistic hazard level reduction measures being implemented, that can be sustained in perpetuity in the opinion of the Council to reduce the hazard level to moderate or low.

In areas which are classified as “extreme” and “moderate” fire hazard hazards (bush fire prone), the use and development of land for more intensive purposes will not be approved or supported without assessment of the bush fire risk and compliance with the performance criteria and acceptable solutions set out in the Guidelines. The Council will only support proposals in areas classified as extreme and moderate fire risk following the receipt of a FMP and/or bush fire hazard assessment from a suitably qualified practitioner confirming that the proposal, design, facilities and management are appropriate to address fire risk to the satisfaction of the Council.

#### 4. Bushfire Hazard Mapping

The Council has endorsed the Bushfire Hazard Strategy for the municipality. The Council will give this due consideration in determining proposals.

#### 5. Designated Bushfire Prone Areas

Bushfire Prone Areas are those areas designated by the Bushfire Prone Area Maps as endorsed by the Council. The endorsed Bushfire Prone Area Maps form part of LPS3. The Bushfire Prone Area Maps may be amended from time to time and are to be held at the local government office.

The designated bush fire prone area mapping referred to in this Policy has been endorsed by the Council and are set out in Attachment 1.

#### 6. Habitable Buildings to comply with AS 3959-2009

Subject to this Policy, construction and/or additions to habitable buildings throughout the municipality in areas classified as Bush Fire Prone will be subject to the relevant requirements pursuant to the BCA and AS 3959 – 2009.

If an owner disputes their land's identification within a designated Bushfire Prone Area, that owner may request in writing that the local government reconsider that identification. Supporting documentation is to be provided from a suitably qualified and/or experienced practitioner to address the requirements of the Guidelines.

On receiving a request, the local government may determine that the land is not within a designated Bushfire Prone Area; or determine that the land's identification within a designated Bushfire Prone Area is correct.

Applications for the construction and/or addition to habitable buildings within Bushfire Prone Areas are to be accompanied by a report from a suitably qualified and/or

experienced practitioner, which is to identify the Bushfire Attack Level (BAL) in accordance with the requirements of the Guidelines. The BAL level will inform the application of AS3959.

In designated bush fire prone areas, due to the need to retain environmental assets e.g. threatened vegetation or for amenity reasons in Special Rural estates, the building construction standard may be required to be higher to reduce clearing of native vegetation.

In designated bush fire prone areas, the Council prefers that development is located on cleared land or in areas which will require a minimal amount of clearing. In areas zoned Special Rural, the BPZ should generally be retained on the lot and not extend onto adjoining properties. Where the expansion of the BPZ is proposed, there is a need to consider physical or regulatory constraints to achieve a satisfactory bush fire management outcome.

In designated bush fire prone areas, where a satisfactory bush fire management outcome cannot be achieved to address the Guidelines, AS3959-2009 and this Policy, applications for planning consent will generally be refused for "D" or "A" uses as set out in the Zoning Table of LPS3. Where a planning consent is not required, then a building permit would generally need to be granted, but with a minimum construction standard of BAL FZ.

#### 7. Requirements for Bush Fire Hazard Assessments and/or FMPs

Unless otherwise agreed, local planning scheme amendment proposals that fall, in part or whole, within any land identified as designated bush fire prone area shall be accompanied by a bush fire hazard assessment consistent with the Guidelines. Generally, unless based on the findings of that assessment and the nature of the proposal, there will be a need for the bush fire hazard assessment to be accompanied by a FMP.

Unless otherwise agreed to by the local government or unless an endorsed FMP addresses all relevant issues in a manner consistent with this Policy in a preceding structure plan or local planning scheme amendment proposal, all applications that fall in part or whole within any land identified as designated bush fire prone area shall be accompanied by a bush fire hazard assessment consistent with the Guidelines.

Unless the proposal is minor building work and/or an endorsed FMP has addressed all relevant issues in a manner consistent with this Policy, the Council will generally require or seek a FMP to accompany all subdivision and planning consent applications that fall, in part or whole, within any land identified as designated bush fire prone area.

Where a FMP has been submitted with a preceding proposal (including establishing a BALs) that addresses all relevant issues in a manner consistent with this Policy and unless development is proposed in a location different to that proposed and assessed

as part of the preceding proposal, then a new bush fire hazard assessment or FMP may not be required in support of an application. However, if more than three years has elapsed between approval of the preceding proposal and a building permit application, then an updated bush fire hazard assessment will generally need to be provided in support of the Building Permit application.

#### 8. Qualifications and experience of consultant

All bush fire hazard assessments and FMPs are to be prepared by experienced and/or qualified bush fire consultants. While noting there are no specific accreditation requirements for bush fire consultants at this time in Western Australia, all practitioners are required to have suitable professional indemnity insurance to the satisfaction of the local government. If documents are prepared by a consultant that the local government is not familiar with, the local government may request details of the consultant's experience, qualifications and level of professional indemnity before accepting documents prepared by that consultant.

#### 9. Minimum requirements for bush fire hazard assessments and FMPs

All bush fire hazard assessments need to be prepared using a methodology consistent with the Guidelines.

The bushfire hazard assessment plan shall generally be overlaid onto aerial photography to provide a more comprehensive visual depiction of fire hazard and vegetation. The Council does not support the use of street maps or location plans as a basis for the bushfire hazard assessment plan unless under very exceptional circumstances.

FMPs are to include all proposed buildings or, in the case of local planning scheme amendment proposals or applications for approval of a structure plan or subdivision, proposed or potential building locations. The FMP is required to suitably address:

- a bush fire hazard assessment consistent with the Guidelines;
- an identification of the minimum BAL pursuant to AS3959-2009 and minimum width of the BPZ, HSZ, fire break and access/egress requirements to achieve a satisfactory bush fire management outcome in accordance with the Guidelines and AS3959-2009; and
- where native vegetation needs to be cleared to achieve a satisfactory bush fire management outcome, the identification of the extent of required clearing, and the nature and condition of the vegetation to be cleared.

All FMPs need to be in a format consistent with the model FMP set out in the Guidelines.

The implementation part of the FMP is to clearly identify actions to take place:

- in the case of proposals or applications intended to result in subdivision, prior to commencement of subdivisional works and prior to clearance of the subdivision; and
- in the case of the proposals, prior to commencement of development/construction of buildings, and/or on an annual or other periodic basis.

The Council will require all FMPs to clearly outline the developer responsibilities and the land owner responsibilities.

#### 10. Fire Management Plans

All FMPs are to be prepared in accordance with the Guidelines. FMPs are to address, to the satisfaction of the Council, matters including:

- aim and objectives;
- description of the area;
- assessing and classifying the bushfire hazard (fire problem);
- classifying the bush fire attack level;
- fire mitigation strategies including a performance approach, an acceptable solutions approach or a combination of the two;
- subdivision and development design to address the hazard;
- location of development;
- vehicular access including as relevant firebreaks, emergency access ways (EAW) and fire service access routes (FSAR);
- water supplies;
- siting of development including HSZ and BPZ;
- design of development, included recommended building design standards to account for fire risk;
- fuel reduction management;
- fire suppression response;
- the anticipated impact on environmental assets (especially reporting on rare flora, fauna and/or threatened ecological communities) on the application site through implementing the FMP;
- implementation; and
- monitoring/review.

FMPs submitted to and approved by the local government shall generally be registered as section 70A notifications on the title of the affected property or properties. This will be achieved as a condition of subdivision, as a condition of planning consent.

In the case of an application for a building permit, the local government will seek landowner support to forward the bush fire hazard assessment to prospective purchasers.

## 11. Fire Breaks

In most cases individual standard firebreaks on each existing and/or proposed lot will be appropriate. However in some cases, EAW or FSAR will be required to complement standard firebreaks. EAW/FSAR should be co-ordinated into existing EAW/FSAR and road networks, allow for retention of vegetation on larger lots, and may better suit the topography and minimise potential erosion.

Where EAW/FSAR are required as part of an approved FMP, the Council will require the subdivider to install the EAW/FSAR, gates and other required measures to the satisfaction of the Council. In particular, the EAW/FSAR is to be to an all-weather standard that can be accessed by two wheel drive vehicles. Where the EAW is also used for pedestrian/cyclist access, the Council may require the access to be sealed, concreted or constructed to an appropriate standard to the satisfaction of the Council.

The Council's preference is that the on-going management and maintenance of EAW/FSAR (not "standard" firebreaks around each property) rests with the Council for:

- larger rural residential and rural small holding subdivisions;
- residential, tourism or industrial subdivisions adjoining river foreshores and/or public land; and
- other subdivisions as determined appropriate by the Council.

The EAW/FSAR is to be protected through a reserve, easement, inclusion in a Public Access Way or through other measures to the satisfaction of the Council.

The Council does not support taking over on-going management and maintenance of EAW/FSAR in the Rural zone.

The Council requires the following for EAW/FSAR:

- the site subject to the FMP is to be self-sufficient and cannot rely on external EAW/FSAR unless:
  - the land containing the EAW/FSAR forms part of the same structure plan or subdivision, and is under one ownership; and
  - there is written agreement by the owner of the land (containing the EAW/FSAR) to the granting of a public easement in gross (over the EAW/FSAR) to be registered on the Certificate of Title; or
  - there is written agreement by the owner of the land (containing the EAW/FSAR) and the subdivider that an easement will be granted free of cost in favour of the local government and will be accepted as a condition of subdivision;
- an easement or alternatively a reserve is to be provided for all proposed EAW/FSAR in favour of the local government at the developer's cost. If it is on an easement, the easement is required so that the local government can maintain the



- EAW/FSAR (if agreed to by the Council) and/or to allow vehicular access to the break for emergency egress; and
- all EAW/FSAR (and future driveways) must be constructed to a trafficable surface and comply with the Guidelines.

## 12. Water Supplies

The Council's priority is seeking to minimise fire risks. The provision of reticulated (scheme) water, with associated hydrants and storage tanks, is an important component to achieve this.

The Council will seek to ensure that urban subdivisions are connected to the reticulated water system. The Council will generally seek to ensure that rural residential subdivision is connected to the reticulated water system in accordance with WAPC policy or as set out in the Local Planning Strategy.

While noting the above, the Council is mindful of the need to conserve water and that water should be fit for purpose. The Council will require that proponents consider appropriate water sources and an appropriate range of fire management measures in preparing FMPs.

In designated bush fire prone areas where reticulated water services are not available or cannot be provided, where a new dwelling is being built more than 50 metres from a public road, constructed private driveways are to be provided to the dwelling in accordance with Acceptable Solution A2.5 of the Guidelines, and access to the same standard shall be provided to the water tank associated with the dwelling. The water tank shall also be fitted with hard suction connections in accordance with DFES requirements.

With regard to Element 3 of the Guidelines (Water), supplementary acceptable solutions A3.2 and 3.3 (non-reticulated areas) include the following:

- all water tanks, pumps and standpipes for public/community use are to be located on land vested with or owned by the local government and to either be immediately accessible from a public road, or accessed by a FSAR. All pipes and other infrastructure linking tanks, pumps and standpipes shall either be on land vested with or owned by the local government, or shall be located within easements in favour of the local government;
- where reticulated electricity is available, pumps should be electric, or must have the capacity for both AC and DC connections, or a separate petrol driven pump and a 20 litre fuel container shall be provided;
- where reticulated electricity is not available, a separate petrol driven pump and a minimum 20 litre fuel container shall be provided;
- pumps housed within a permanent, tamper resistant, lockable shed or cage with concrete floor, with a local government compatible padlock and operating instructions for the water pumps must also be provided with the equipment;

- standpipes provided with a standing area for filling shall be sealed and, where adjoining a sealed, public road, the tapers shall also be sealed; and
- a minimum tanker refill capacity of 500 litres per minute and a minimum head of six metres to the tank at 2 metres above the ground at the standpipe.

### 13. Fire Hydrants

In areas served by reticulated water, the Council will require fire hydrants to be provided in accordance with DFES and Water Corporation standards, including design, spacing and water pressure. The Council will require the subdivider's consulting engineer to provide sufficient details in order for the local government to make its assessment.

The Council may also require the subdivider to install a reserve storage tank, in an appropriate location, to complement the reticulated water system to assist in maintaining continuity of supply.

### 14. Signage

The Guidelines set out requirements for signage where EAW/FSAR connect to public roads. Where set out in an approved FMP, the Council will require the subdivider to install appropriate signage prior to the clearance of the Deposited Plan.

### 15. Scheme Amendment and Structure Plan Requests

Any scheme amendment request, where there is a potential for fire risk in the opinion of the Council, must be accompanied by a FMP which demonstrates that fire protection requirements contained in the Guidelines are achieved to the satisfaction of the Council.

The Council will not adopt scheme amendment requests on land having moderate or extreme risk where the performance criteria and/or acceptable solutions contained in the Guidelines cannot be met.

The Council will require a FMP to be provided with structure plan requests.

In the case of scheme amendment requests, the Council may not agree to initiate (adopt) a scheme amendment until it is satisfied that the proponent provides appropriate justification to address the Guidelines and this Policy to the satisfaction of Council.

### 16. Subdivision Applications

Assuming that non-bushfire issues are appropriately addressed, the Council will generally only support subdivision in areas classified as moderate or extreme fire risk either:

- following the receipt of a FMP from a suitably qualified and/or experienced practitioner confirming that the proposal, design, facilities and management are appropriate to address fire risk to the satisfaction of the Council; or

- subject to the imposition of a condition of subdivision approval requiring the preparation and implementation of a FMP.

The Council will recommend conditions to be imposed on subdivisions as applicable. Generally, unless there are non-standard circumstances, the condition will be as per the WAPCs *Model Subdivision Conditions Schedule*.

In terms of implementing the approved FMP, this may include:

- notification in the form of a section 70A notification, pursuant to the *Transfer of Land Act 1893* (as amended) to be placed on the Certificate(s) of Title;
- to ensure that prospective purchasers are aware of the FMP, relevant scheme provisions and publications addressing bush fire safety;
- the developer to lodge a written undertaking with the Shire that they will provide a copy of the FMP and Structure Plan to all prospective purchasers. If an agent is used to market the subdivision, and/or sell the lots on the developers behalf, then they shall also provide a written undertaking;
- the provision of EAW/FSAR and other required access improvements;
- EAW/FSAR are protected by a public easement in gross. Public access to EAW/FSAR must be maintained at all times and no fences, materials, locked gates or structures that impede access should be erected by owners;
- the easement in gross is to be granted free of cost to the local government as a public access easement over EAW/FSAR constructed on the land. The easement documents are to be prepared by the local government's solicitors at the developer's cost and shall be completed and signed by the owner and against the Certificate of Title for the land prior to the issue of any clearances. The easements shall be shown on the Deposited Plan in "as constructed" locations and those locations shall be pegged on site by a qualified licenced surveyor;
- the location of EAW/FSAR shall be pegged and surveyed on site;
- the developer to install signs for EAW/FSAR access in accordance with the FMP and to the satisfaction of the local government;
- the provision of fire fighting water supply and if relevant, fire hydrants;
- water tanks shall be installed prior to occupation of any habitable building and owners need to retain a minimum of 10,000 litres of water for structural fire fighting purposes at all times;
- a water tank is constructed on site in accordance with a FMP approved by the local government;
- the developer addresses fuel loads within the HSZ and BPZ;
- all building envelopes shall be clearly pegged on site by a licensed surveyor;
- the allocation of a site for the location of a fire fighting facility; and
- owners may be required to contribute annually to a special fund to be administered by the local government and used for maintenance of fire fighting facilities or equipment.

### 17. Planning Applications

For developments that are in areas of moderate or extreme fire risk and where there is no existing and contemporary FMP covering the area subject to the application, the Council may require the submission of a FMP with the Planning Application to assess development risks. Alternatively, the Council may impose a condition requiring either the preparation and/or implementation of a FMP or bushfire hazard assessment in accordance with the Guidelines to the satisfaction of the Council.

### 18. Submission Requirements for Building Permits in Bushfire Prone Areas for Habitable Buildings

The Council will require the following as a minimum requirement:

- a land description and street address of the subject land and how the site of the proposed habitable building is affected by the Bushfire Prone Land map. A copy of the plans and specifications showing how the building will meet the requirements of AS3959-2009;
- the location, extent and type of any bushland on or within 100 metres of the proposed habitable building. A description of the vegetation in a direction perpendicular to each facade. Where different vegetation formations are found over the 100 metres within a direct line from any facade, the predominant vegetation (as per AS3959-2009) assessed is to be taken as the appropriate vegetation formation;
- the effective slope and aspect under the vegetation identified in a perpendicular line from each facade and within 100 metres of the habitable building, which may determine the likely path of any bushfires. The effective slope is that slope under the hazard which most significantly affects fire behaviour;
- any features on or adjoining the site that may mitigate the impact of a high intensity bush fire on the proposed development. The location of the building relative to any slopes or likely future clearance associated with adjoining developments;
- whether the habitable building complies with AS3959-2009 in relation to the construction level for bush fire protection. The report should identify the BAL ratings for each facade in accordance with AS3959-2009. It should also relate to the relevant chapter within AS3959-2009 for the appropriate BAL levels;
- the requirements of any approved FMP setting out the management of vegetation on site, water requirements and landscaping on the site and surrounding the dwellings; and
- implementation requirements required prior to occupation of the habitable dwelling and on an ongoing basis.

The following sets out BAL and corresponding AS 3959-2009 section relating to construction.

**BUSHFIRE ATTACK LEVELS AND CORRESPONDING BCA SECTIONS  
FOR SPECIFIC CONSTRUCTION REQUIREMENTS**

<b>Bushfire Attack Level (BAL)</b>	<b>Classified vegetation within 100m of the site and heat flux exposure thresholds</b>	<b>Description of predicted bushfire attack and levels of exposure</b>	<b>AS 3959-2009 Construction Section</b>
BAL-LOW	See Clause 2.2.3.2	There is insufficient risk to warrant specific construction requirements	4
BAL-12.5	$\leq 12.5 \text{ kW/m}^2$	Ember Attack	3 and 5
BAL-19	$\leq 12.5 \text{ kW/m}^2$ $\leq 19 \text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 and 6
BAL-29	$\leq 19 \text{ kW/m}^2$ $\leq 29 \text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 and 7
BAL-40	$\leq 29 \text{ kW/m}^2$ $\leq 40 \text{ kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux with the increased likelihood of exposure to flames	3 and 8
BAL-FZ	$\leq 40 \text{ kW/m}^2$	Direct exposure to flames from fire front in addition to heat flux and ember attack	3 and 9

### 19. Subdivider/Developer Responsibilities

Subdividers/developers are required to implement requirements set out in endorsed FMPs, bushfire hazard assessments or conditions set by the WAPC and/or local government.

### 20. Landowner Responsibilities

Landowners should take all practical steps to address fire risks subject to gaining necessary approvals.

The landowner will be responsible for permanent hazard reduction measures to maintain the identified BAL.

Where a FMP has been endorsed by the local government and/or DFES, the affected land owners will be responsible for the ongoing implementation of the "land owner's responsibilities" as specified in the FMP.

Land owners need to maintain driveways for emergency access and maintain areas for sufficient turnaround for fire safety in accordance with the Guidelines and the approved FMP.

Land owners are required to maintain BSZ and HSZ in accordance with the Guidelines and the approved FMP.

### 21. Fire Equipment Strategy

Following a Fire Equipment Strategy being prepared for all or part of the municipality, the Council will give this due consideration in determining proposals. Subject to the recommendations of the Fire Equipment Strategy, the Council may require developers/subdividers to contribute to upgraded fire management equipment in order to reduce fire risks for future residents and/or visitors.

### 22. Annual Fuel Reduction Notice

The local government will periodically check bush fuel loads on properties throughout the municipality. A priority will be ensuring that properties issued with a Building Permit for a habitable dwelling post-gazettal of Scheme Amendment No. 12 to LPS3 suitably maintain BPZ and as required, HSZ.

## ADMINISTRATION

### 1. Matters to be Addressed prior to Formally Lodging the Proposal

Proponents are encouraged to discuss bush fire management implications for their proposal with the Shire administration early on in the planning/design process and prior to the formal lodgement of the application/request.

Bush fire hazard assessments and FMPs submitted to the local government in support of local planning scheme amendment proposals, and applications for approval for structure plans and major development will be referred to DFES for comment. Proponents are encouraged to consult with DFES before lodging such proposals or applications with the Shire.

### 2. Details Provided with the Proposal

The Council recommends that proponents submit appropriate details with their application/request as set out in this Policy.

### 3. Obtaining Advice

The local government will seek advice from the local volunteer Bush Fire Brigades, DFES and/or other agencies as appropriate on proposals.

### 4. Assessing the Proposal

In considering proposals (including applications for planning approval, subdivision applications and structure plans) where there are bush fire risks, the local government is to have regard to:

- *State Planning Policy 3.4 Natural Hazards and Disasters*;
- the Guidelines;
- any advice obtained from DFES; and
- any other planning consideration the local government considers relevant.

The Council may refuse to adopt a scheme amendment request, structure plan request, a development application, building permit or recommend refusal to the WAPC for a subdivision application if:

- the Council is of the view that the proposal will create unacceptable bushfire risks and/or will create unacceptable environmental amenity impacts; and
- the proposal is inconsistent with the Guidelines and/or this Policy.

The Council will seek the support of the WAPC to impose appropriate conditions on subdivision approvals.

5. Imposing Conditions

The local government may impose conditions to reduce bush fire risk to people and/or property including:

- the provision of a fire fighting water supply;
- the provision of fire services access;
- the preparation of a FMP in accordance with the Guidelines, or any updates, and implementation of specific fire protection measures set out in the plan; and
- the implementation of measures to ensure that prospective purchasers are aware of the LPS3 provisions, the FMP and publications addressing fire safety.

Related Policies:	
Related Procedures/Documents:	
Delegation Level:	CEO, Building Surveyor, Manager Infrastructure
Adopted:	
Reviewed:	



350000

360000

370000

380000

390000

WALSALL  
ACTON PARK

QUILERCUP

HARRINGTON

6260000

JARRAHWOOD

CUNDIN  
GUN

WHICHER RANGE

6250000

SUES ROAD

GAMBRAY  
DELLERTON

BIELUP

QUILERCUP NANNUP ROAD  
NANNUP

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QUICUP

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BROCKMAN HIGHWAY

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DICKSON POINT

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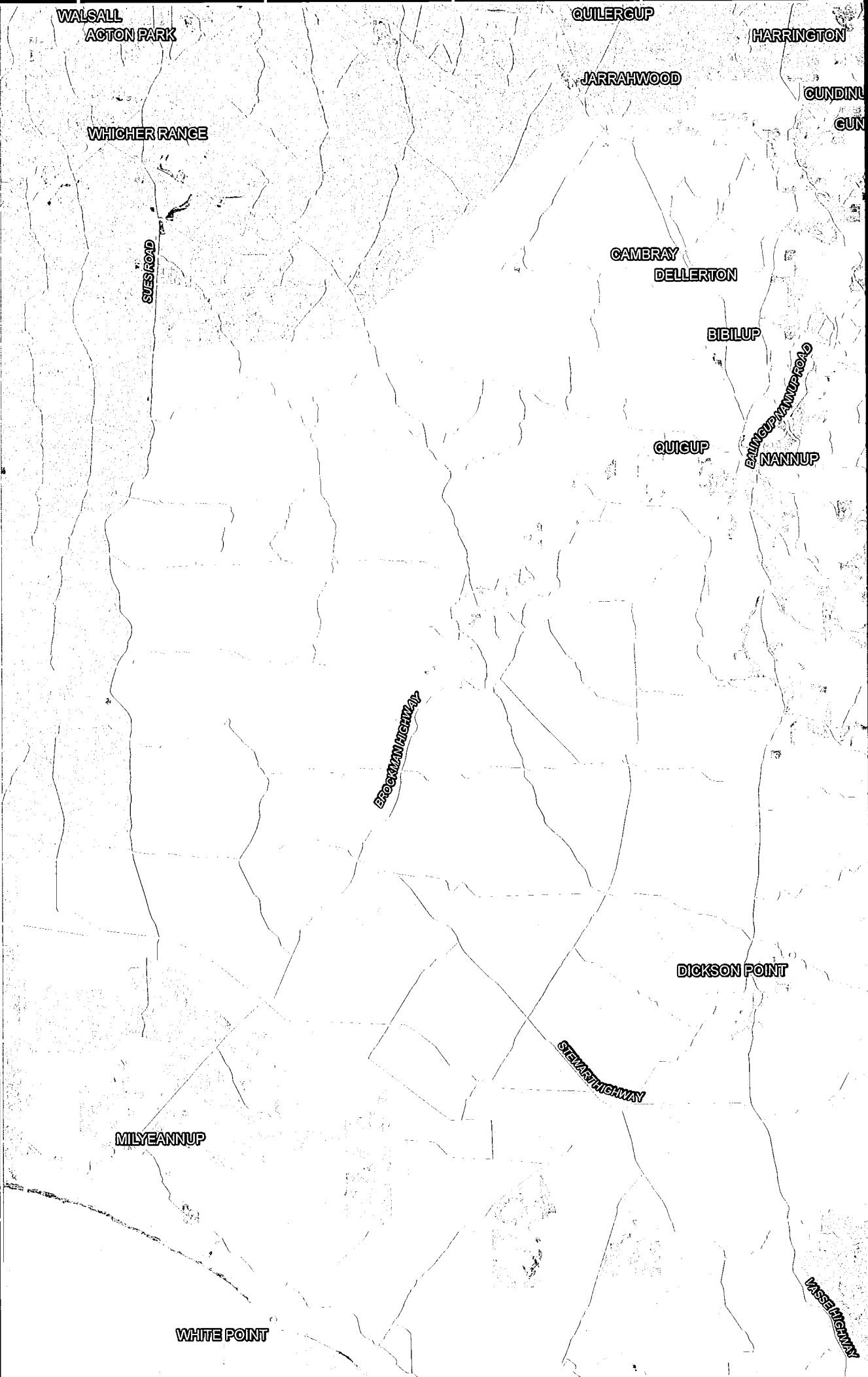
STEWART HIGHWAY

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WASSE HIGHWAY



**Shire of Nannup  
Ordinary Council Meeting Agenda: June 2013**

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AGENDA NUMBER:	11.4
SUBJECT:	Adoption of the Shire of Nannup Corporate Business Plan 2013-2017
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 29a
AUTHOR:	Evelyn Patman – Executive Officer
REPORTING OFFICER:	Robert Jennings, Chief Executive Officer
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	18 June 2013

Attachment: 1. Shire of Nannup Corporate Business Plan 2013-2017  
(Separate Cover)

**BACKGROUND:**

As a result of the August 2011 amendment to the Local Government Act 1995, the Act now incorporates a statutory requirement for local government in Western Australia to produce a set of strategic planning documents through an integrated planning process. The key documents in the Integrated Planning suite are the Strategic Community Plan, the Corporate Business Plan and the Annual Budget. They are supported by three other planning documents - the Asset Management Plan, Long Term Financial Plan and the Workforce Plan.

The Shire of Nannup currently has an Interim Strategic Plan in place and prior to that the Forward Plan. All new strategic planning arrangements must now be fully in place by 1 July 2013.

As Council are aware, officers in conjunction with Council and community have been progressing the Integrated Planning process since 2011, with the Strategic Community Plan adopted at the previous May 2013 Ordinary Meeting of Council.

**COMMENT:**

The Shire of Nannup's Corporate Business Plan is the next step from the Strategic Community Plan. It sets out in more detail the direction and specific actions for our organisation through the communities' priorities for the next four years. It is aligned to the Community Strategic Plan and, as such is divided into six key themes, supplying 15 key focus points (objectives) for our communities' future.

Each theme is defined by an aspirational outcome and within each are strategic initiatives. Each theme also sets out in detail the resources required to deliver the priority, key partners that will be involved, costs involved and Council projects currently in place that will assist in achieving these goals.

**Shire of Nannup  
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Using the Community Strategic Plan together with the other informing strategies including, the Workforce plan, Long Term Financial plan and Asset Management plan and our corporate statements, each action has been considered and broken down into more detail including;

- Priority rating using the informing plans
- Determining whether it is a capital or operational action
- Clear direction on the role Council has for the action to be completed
- A timeline of the expected completion date
- Cross reference to the relevant sections of the Shire's other informing strategies

The Corporate Business Plan will be reviewed annually using the annual budget to set and prioritise our short term goals.

Based on a previous presentation of the draft document to Councillors for feedback, the revised document is now presented to Council for their consideration.

**STATUTORY ENVIRONMENT:**

The Local Government Act 1995 provides the statutory framework for strategic planning in local government.

**POLICY IMPLICATIONS:**

There will be considerable policy implication as a result of the Integrated Planning Process. The revisions will be followed through over the coming years.

**FINANCIAL IMPLICATIONS:**

No external funding was obtained for the development of the Integrated Planning documentation. Other Councils received considerable funding from the Department of Local Government as a result of expressing a desire to conform with the Amalgamation process.

**STRATEGIC IMPLICATIONS:**

The Integrated Planning process provides the vision, method of delivery and consequent reporting on the community's aspirations collected in the compilation of the Strategic Community Plan. Whilst the change to the way the organisation formulates strategic planning will take some effort to complete, it is expected that significant future benefits will arise from the process.

**VOTING REQUIREMENTS:** Absolute Majority

**RECOMMENDATION:**

That Council adopts the Shire of Nannup Community Plan 2013-2017 as per the attachment and makes the document publically available to the community and stakeholders.

**Shire of Nannup  
Ordinary Council Meeting Agenda: June 2013**

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AGENDA NUMBER:	11.5
SUBJECT:	Adoption of the Shire of Nannup Workforce Plan 2013-2023
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 29a
AUTHOR:	Robert Jennings, Chief Executive Officer
REPORTING OFFICER:	Robert Jennings, Chief Executive Officer
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	18 June 2013

Attachment: 1. Shire of Nannup Workforce Plan 2013-2023 (Separate Cover)

**BACKGROUND:**

As a result of the August 2011 amendment to the Local Government Act 1995, the Act now incorporates a statutory requirement for local government in Western Australia to produce a set of strategic planning documents through an integrated planning process. The key documents in the Integrated Planning suite are the Strategic Community Plan, the Corporate Business Plan and the Annual Budget. They are supported by three other planning documents - the Asset Management Plan, Long Term Financial Plan and the Workforce Plan.

The Shire of Nannup currently has an Interim Strategic Plan in place and prior to that the Forward Plan. All new strategic planning arrangements must now be fully in place by 1 July 2013.

As a supporting document to these key documents, it is not compulsory for the Workforce Plan to be adopted by Council, however it is seen as good process to do so.

**COMMENT:**

In essence, the Workforce Plan maximises the capacity of our organisation's workforce and our ability to respond to challenges through strategic planning.

Local Government engages both office based and outdoor staff. A high level of technical training is required in some roles (such as town planning and corporate services), whilst government legislation and standard organisational knowledge are important to most positions. Customer service is a significant element to almost all roles, with most staff viewing the role as a service to the community.

In 2013, Council's permanent workforce consists of up to 45 individual employees or 26 full time equivalent (FTEs) staff. This represents around 7% of the total workforce

population of 620 people in the Shire of Nannup. The organisation is one of the largest single employers in the Shire.

The key workforce challenges and trends facing the Shire of Nannup in the next 10 years include:

- Ageing workforce
- Increased responsibilities and services to be provided
- Decreased number of new people entering into the market
- Increased competition for specialist skills
- Increased importance on staff retention and satisfaction
- Increased importance on attracting staff and resources from alternate sources
- Achieving financial sustainability
- Increased focus on Councillor training and remuneration
- Increasing demand for more flexible work arrangements
- Workforce will be increasingly highly skilled and specialist information is confined to key individuals
- Technology taking a greater role in service delivery

Based on the research and findings of the Workforce Plan, the following priority tasks are required to maximise the capacity of our organisation's workforce and our ability to respond to challenges through strategic planning:

- New mid-level management role for elements of the CEO Department to be sourced internally
- Allowance for a shared service arrangement for the provision of environmental sustainability expertise
- Increased funding for the Community and Economic Development Unit to secure grants that can provide additional resources
- Human Resources policies and processes require ongoing review
- Reduction in the current Caravan Park workforce when the development phase of the Caravan Park has been completed
- Critical skills and capabilities need to be identified and targeted
- Investigate ways to increase on-line communications and transactions
- Further investigation of career pathways for staff
- Review Emergency Management workforce in line with legislative requirements

- Increased use of flexible work arrangements to attract new staff to outdoor workforce before existing staff begin to retire

The document draws relevance from the requirements of the Community Strategic Plan, the Long Term Financial Plan, both current and future internal and external environments as well as interviews with staff and Councillors.

Based on a previous presentation of the draft document to Councillors for feedback, the revised document is now presented to Council for their consideration.

**STATUTORY ENVIRONMENT:**

The Local Government Act 1995 provides the statutory framework for strategic planning in local government.

**POLICY IMPLICATIONS:**

There will be considerable policy implication as a result of the Integrated Planning Process. The revisions will be followed through over the coming years.

**FINANCIAL IMPLICATIONS:**

No external funding was obtained for the development of the Integrated Planning documentation. Other Councils received considerable funding from the Department of Local Government as a result of expressing a desire to conform with the Amalgamation process.

**STRATEGIC IMPLICATIONS:**

The Integrated Planning process provides the vision, method of delivery and consequent reporting on the community's aspirations collected in the compilation of the Strategic Community Plan. Whilst the change to the way the organisation formulates strategic planning will take some effort to complete, it is expected that significant future benefits will arise from the process.

**VOTING REQUIREMENTS:** Simple Majority

**RECOMMENDATION:**

That Council adopts the Shire of Nannup Workforce Plan 2013-2023 as per the attachment.

**Shire of Nannup  
Ordinary Council Meeting Agenda: June 2013**

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AGENDA NUMBER:	11.6
SUBJECT:	Acceptance of Main Street Concept Plan
LOCATION/ADDRESS:	Warren Road from Brockman Street to Kearney Street
NAME OF APPLICANT:	N/A
FILE REFERENCE:	WRK 33
AUTHOR:	Robert Jennings, Chief Executive Officer
REPORTING OFFICER:	Robert Jennings, Chief Executive Officer
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	18 June 2013

Attachment: 1. Nannup Main Street Revitalisation document and plans by Emerge Associates and MPM Design Consultants, April 2013  
(Separate Cover)

**BACKGROUND:**

The Main Street – Heart of Nannup project has been designed to upgrade and enhance the town’s infrastructure, townscaping, economic and community potential and to provide safe movement of traffic and pedestrians in the town centre. The project is located on Vasse Highway (Warren Road) through the Nannup town site. The section involved in this project is from the Vasse River Bridge to Kearney Street, which is approximately 720m.

**COMMENT:**

The project aims to enhance the safety and appearance of the main street by maximising retail opportunities through improvement to shop access; improving both the on-street and off-street parking facilities; upgrading the drainage in the town centre as it is currently subject to flooding in heavy rainfall, kerbing and footpaths; improving pedestrian safety and the movement of all types of vehicles, including heavy vehicles and enhancing and beautifying the appearance of the main street of town through landscaping and street furniture.

The appointed civil engineering consultants (MPM Development) and the landscape consultants (Emerge Associates) have been progressing the project through the concept design, design development as well as the community and stakeholder consultation phases.

Considerable consultation in the form of public consultation sessions, advertising of plans in the Nannup Telegraph and the Shire Offices, review of the documents based on community submissions and sessions with Councillors have shaped the final set of concept plans now presented to Council. Key issues raised by the community of sufficient parking and reduction of the number of new trees have been incorporated



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into this current round of plans for Council endorsement. These plans were advertised for comment at the Shire of Nannup in April 2013, with no significant comments received.

Main Roads have been closely involved in the project planning and have earmarked funding for specific components of the work (e.g. design). Some of this funding is confirmed and some still to be confirmed as part of future budgets.

The project forms one of the key Shire of Nannup projects arising from the Royalties for Regions program from State Government. Costing of the complete project is \$3,493,037. Funding for the first phase of the project is composed of:

Royalties for Regions Individual Allocation 11/12 (confirmed)	95,468
Royalties for Regions Individual Allocation 12/13 (confirmed)	235,468
Royalties for Regions Group Allocation 11/12 (confirmed)	250,188
Royalties for Regions Group Allocation 12/13 (application submitted)	386,188
Royalties for Regions Group Allocation 13/14	152,881
Shire Main Street Reserve (confirmed)	246,505
Main Roads Allocation (confirmed in principle)	335,000
Other (sustainability/environmental grants etc)	52,800
<b>TOTAL (excluding GST)</b>	<b>1,754,498</b>

The project will be undertaken in 3 stages in order to ensure that each stage is capable of delivering a completed and discrete result whilst maintaining flexibility to include other funding sources which have yet to be identified.

The timeline for completion of the project is currently being refined, but construction is expected to commence in November/ December of 2013 and to be completed before April 2013. The phasing of the construction is programmed such that only a few shops will be affected at one time throughout most of the project, minimising the economic effect on the businesses.

**STATUTORY ENVIRONMENT:** None.

**POLICY IMPLICATIONS:** None.

**FINANCIAL IMPLICATIONS:**

As detailed in the table above, considerable financial resources will be required to complete this project. The completed result will address current Asset Management and future issues relating to footpaths, kerbs and parking in the Main Street for a number of years.

**STRATEGIC IMPLICATIONS:**

From the current strategic planning documentation:

The Shire of Nannup Forward Plan 2011/12- 2015/16

*Program 12 Transport. 12.2D: **Implement Main Street Upgrade***

*To correct issues identified with drainage, kerb heights and footpath stability and aesthetics*

**VOTING REQUIREMENTS:** Simple majority.

**RECOMMENDATION:**

That Council endorse the attached Nannup Main Street Revitalisation document and plans to allow commencement of the documentation drawings in preparation for tender.

**Shire of Nannup  
Ordinary Council Meeting Agenda: June 2013**

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AGENDA NUMBER:	11.7
SUBJECT:	2012/13 Your Community Heritage Program
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 6
AUTHOR:	Louise Stokes – Community Development Officer
REPORTING OFFICER:	Robert Jennings – Chief Executive Officer
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	10 June 2013

**ATTACHMENT:** Letter of Grant Acceptance

**BACKGROUND:**

Funding acknowledgement has been received of \$21,920.50 from the Department of Sustainability, Environment, Water, Population and Communities through their *Your Community Heritage Grants program*. As this funding is over \$5,000, Council is required to accept the funding as per Council policy FNC 6.

The grant funding is to develop a heritage trail in Nannup, potentially aligning the train with the Main Street during this project.

**COMMENT:**

This is a partnership project with the Historical Society. The aim is to interpret buildings and sites of heritage significance on Brockman Street and the Main Street. The project would be designed and implemented in conjunction with the Main Street upgrade. In addition a printed brochure would be produced. There is opportunity for the Heritage Trail project to link with the proposed "Avenue of Honour" and audio heritage tour that are being developed independently of this project.

A meeting would be held in the near future with the key stakeholders, property owners and Emerge Consultants (the Main Street project consultants) to develop a framework for undertaking this project.

**STATUTORY ENVIRONMENT:** None.

**POLICY IMPLICATIONS:** None.

**FINANCIAL IMPLICATIONS:**

\$3,200 Council contribution towards this project from the 2013/14 Cultural Plan budget.

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Plan 2013 – 2023:

3. *Our Built Environment: Capture and promote our unique charm and fabric.*

**VOTING REQUIREMENTS:** Simple majority.

**RECOMMENDATION:**

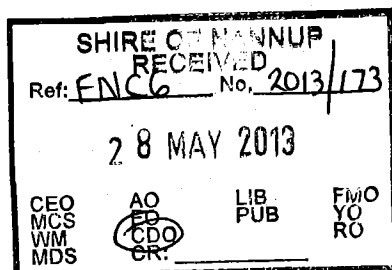
That Council accept the funding of \$21,920.50 from the Department of Sustainability, Environment, Water, Population and Communities to develop a Heritage Trail in Nannup.



**The Hon Tony Burke MP**

**Minister for Sustainability, Environment, Water, Population and Communities**

Mr Robert Jennings  
Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA 6275



Reference: YCH-1207554-788

Dear Mr Jennings

**2012-2013 *Your Community Heritage* Program**

I am pleased to advise that your application for funding under the 2012-2013 *Your Community Heritage* program has been successful. The offer of funding of \$21,920.50 (GST exclusive) to implement the project "Nannup Heritage Trail- document and promote the built and cultural heritage" is being made through Your Community Heritage - Sharing Community Heritage Stories.

In accepting this offer, your organisation is contributing to Australia's unique heritage which is central to our national identity. I am pleased to be able to support organisations whose projects help achieve *Your Community Heritage* outcomes.

The Department of Sustainability, Environment, Water, Population and Communities will be in contact with you shortly to progress funding and contractual arrangements. I encourage you to sign and submit your Funding Agreement promptly so as not to delay the commencement of your project and receipt of payment.

If you have any queries, please contact the *Your Community Heritage* program by phone on 1800 653 004 (free call) or by email at: [heritagegrants@environment.gov.au](mailto:heritagegrants@environment.gov.au).

Thank you for your interest in the *Your Community Heritage* program. I wish your organisation every success with your project.

Yours sincerely

Tony Burke

**Shire of Nannup  
Ordinary Council Meeting Agenda: June 2013**

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AGENDA NUMBER:	11.8
SUBJECT:	Shire of Nannup Youth Strategic Plan 2013-2015
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 29a
AUTHOR:	Kerrie Yabsley – Youth and Events Officer
REPORTING OFFICER:	Robert Jennings, Chief Executive Officer
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	17 June 2013

Attachment : 1. Shire of Nannup Youth Strategic Plan 2013-2015 (Separate Cover)

### **BACKGROUND**

Consultation with the Shire of Nannup youth commenced in 2011, with the focus of developing a Youth Strategic Plan that would cater and address the needs of the young people, as they see it.

The key elements of the consultation involved running two events focused at two different age groups; 12- 15 years and 16- 20 years. This enabled a balance view of the core youth issues to be gained as well as to establish the differing social needs. An online survey was also conducted.

This information was then compiled by the Youth Officer. The project was partially funded through the South West Development Commission.

### **COMMENT**

The Strategic Plan encompasses a number of different aspirations relating to young people as identified through consultation. The main objectives being:

1. Development of a youth space,
2. Improved access to sport, music and lifestyle opportunities,
3. Building the self esteem, pride and confidence of Nannup's young people and
4. Employment and education opportunities within the town.

Within the document, a number of priorities and actions have been put in place to support these identified objectives along with potential funding sources, timeframes and key performance indicators.

There has already been positive progress to achieving some of these objectives and there is more, in the way of the upcoming school holiday program, that will address key issues.

Youth is one of the most changing groups in all of the sub cultures of a town and this is important to remember. Whilst core needs such as transport, employment and education appear similar to other groups in the community, the manner and motivations, social impacts and impressions tend to influence young people both in a group and individually. What worked with one group may not always work with another. Flexibility and creativity is required to best optimise engagement.

The first part of the Strategic Plan focuses on looking at and using supporting evidence that relates to the needs of the young people in town. It does not overly focus on the benefits of growing up in a town like Nannup nor does it look at systems and support structures that are already in place.

**STATUTORY ENVIRONMENT:**

The document has clear links to achieving the youth objectives identified in the Strategic Community Plan 2013-2023.

**POLICY IMPLICATIONS:** None

**FINANCIAL IMPLICATIONS:**

Delivery of the aspirations and associated projects will form part of the annual budget processes. Considerable grant funding will be sought for the majority of projects to ensure cost effectiveness for the organisation and the community.

**STRATEGIC IMPLICATIONS:**

From the current strategic planning documentation:  
The Shire of Nannup Forward Plan 2011/12- 2015/16  
*Program 13 Economic Services and Tourism. 13.2C: Develop a Youth Plan which incorporates a needs analysis for a Youth Centre.*

**VOTING REQUIREMENTS:** Simple Majority

**RECOMMENDATION:**

That Council adopts the Shire of Nannup Youth Strategic Plan as per the attachment and implement the objectives and actions subject to funding approvals.

## **FINANCE & ADMINISTRATION**

AGENDA NUMBER:	11.9
SUBJECT:	Adoption of the Shire of Nannup Long Term Financial Plan
LOCATION/ADDRESS:	Shire of Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	ADM 29
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	18 June 2013

Attachment: 1. Shire of Nannup Long Term Financial Plan (Separate Cover)

### **BACKGROUND:**

As a result of the August 2011 amendment to the Local Government Act 1995, the Act now incorporates a statutory requirement for local government in Western Australia to produce a set of strategic planning documents through an integrated planning process.

### **COMMENT:**

The Long Term Financial Plan and the 2013/14 budget have been developed in conjunction with a number of workshops held with councillors. The document proposed for adoption includes the outputs from these workshops.

The main issue facing the council over the next 10 years is the loss of capital grant funding for the Mowen Road construction project in 2015/16. The operational expenditure currently being supported by capital grants will need to be met from rate income unless compensating income streams can be identified or savings in operational expenditure identified. This represents a significant challenge for the council over the next two years.

This issue was initially identified in the preparation for the 2012/13 budget, when the Long Term Financial Planning model was initially developed. At that time the increase in rates in 2015/16 was projected to be just over 100% but decisions taken during the budget process and further refinement of the model has reduced this projection to just over 38%. The budget for 2013/14 includes further measures to mitigate the projected increase. Work will also be undertaken to smooth this increase over future years. After the financial position stabilises by 2016/17 the pressure on income streams is expected to reduce and rate increases of around the level of CPI are anticipated.



Identifying measures to mitigate projected rate increases will be the main focus for the 2013/14 financial year and will commence with a further review of the Long Term Financial Plan; the output from this will be a savings and investment plan. Typically, there will be four strands to this work:

1. Reducing the cost base by identifying efficiencies
2. Achieving economies of scale by working with others
3. Increasing other income streams
4. Reducing service levels

A Council workshop in the new financial year will review the Long Term Financial Plan in the light of the budget adopted for 2013/14. The output from this workshop will develop a revised document that can be adopted in January and form the basis for the annual budget review in February/March and the annual budget.

**STATUTORY ENVIRONMENT:**

The Local Government Act 1995 provides the statutory framework for strategic planning in local government.

**POLICY IMPLICATIONS:**

There will be considerable policy implications regarding future budgets as a result of the projections in the Long Term Financial Plan.

**FINANCIAL IMPLICATIONS:**

The 2013/14 proposed budget includes measures to mitigate the projected impact of the loss of capital grants in 2015/16.

**STRATEGIC IMPLICATIONS:**

The Long Term Financial Plan sets out the strategic financial issues facing the council over the next ten years.

**VOTING REQUIREMENTS:** Simple Majority.

**RECOMMENDATION:**

That Council adopts the Shire of Nannup Long Term Financial Plan as per the attachment.

**Shire of Nannup**  
**Ordinary Council Meeting Agenda: June 2013**

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AGENDA NUMBER:	11.10
SUBJECT:	Adoption of the Shire of Asset Management Plan
LOCATION/ADDRESS:	Shire of Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	ADM 29
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	18 June 2013

Attachment: 1. Shire of Nannup Asset Management Plan (Separate Cover)

**BACKGROUND:**

As a result of the August 2011 amendment to the Local Government Act 1995, the Act now incorporates a statutory requirement for local government in Western Australia to produce a set of strategic planning documents through an integrated planning process.

**COMMENT:**

The Asset Management Plan is a second tier document that sits below the Strategic Community Plan, Corporate Plan and Annual Budget in the Integrated Planning Framework. The Asset Management Plan sets out the Council's overall approach to asset management and provides detailed information on:

1. Detailed descriptions of the assets held
2. The reason for holding the asset
3. The condition of those assets
4. The value of the assets
5. The running costs of assets
6. Investment requirements

The plan identifies a number of issues that relate to the council's asset portfolio:

- The information that has been collated relating to the building assets is of a comprehensive nature and suggests that in order to maintain the assets at a serviceable level an annual investment of \$181,134 will be required.
- This reserve fund has been calculated using net present values and will need revision in coming years.

- This investment should allow all maintenance and capital expenses to be met to ensure that assets remain at serviceable levels.
- Prior to major works commencing, as detailed on the investment profile, a detailed budget will be presented to Council for consideration.
- Overall, assets are in good working condition, and do not require major funding in any one area to achieve a service level that matches user expectations.
- The road network is being maintained at a competent level and it is envisaged that the regular scheduled maintenance works will ensure that the condition will not materially depreciate in the near future.
- In order to maintain the infrastructure assets i.e. roads and drainage, staff will need to become more competent in using the ROMAN database.
- The data collected in relation to drainage is basic in nature and is an area that will need developing in coming periods to get a better understanding of future requirements.

These findings will be addressed in future years.

**STATUTORY ENVIRONMENT:**

The Local Government Act 1995 provides the statutory framework for strategic planning in local government.

**POLICY IMPLICATIONS:**

There will be considerable policy implications regarding the council's use and maintenance of assets as a result of the Asset Management Plan.

**FINANCIAL IMPLICATIONS:**

The Asset Management Plan indicates ongoing contributions to the Asset Management Reserve of \$180,000 per annum over the next ten years.

**STRATEGIC IMPLICATIONS:**

The Asset Management Plan sets out the council's strategic approach to the management of its assets, including the need to fund an asset investment profile over the next ten years.

**VOTING REQUIREMENTS:** Simple Majority.

**RECOMMENDATION:**

That Council adopts the Shire of Nannup Asset Management Plan as per the attachment.

**Shire of Nannup  
Ordinary Council Meeting Agenda: June 2013**

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AGENDA NUMBER:	11.11
SUBJECT:	Lease – Danjangerup Cottages
LOCATION/ADDRESS:	Shire of Nannup
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 36
AUTHOR:	Vic Smith – Manager Corporate Services
REPORTING OFFICER:	Vic Smith – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT	18 June 2013

Attachment: 1. Lease – Danjangerup Cottages

**BACKGROUND:**

The Council entered into a 30 year lease agreement with Danjangerup Cottages Incorporated on 1 August 1991; the lease was for a peppercorn rent. It provided for the lease of land at Lot 306 Cross Street Nannup, part of Reserve Number 39740, to be used for the purposes of Aged Persons Homes. The lease is provided at Attachment 1.

**COMMENT:**

Danjangerup Cottages Incorporated is seeking to transfer its interest to another provider and is currently negotiating with Alliance Housing; this process is being facilitated by the Department of Housing. As part of this process the lease will need to be assigned to the new provider.

The Department of Housing have advised that to facilitate the process the council will need to:

1. Agree in principle to the relinquishment of the lease and for Alliance Housing to take over the management of Danjangerup Cottages;
2. Advise the Department of Housing that it agrees to the severance of clause 4(k) from the lease between the Council and Danjangerup Cottages Incorporated dated 1 August 1991; and
3. Agree to the execution of a new lease with Alliance Housing on terms to be agreed.

Under the terms of the original lease the lessor must yield up the premises and all the buildings to the Council at the termination of the lease on 31 July 2021 (clause 4(k)). In the view of the Department of Housing this clause is unenforceable as neither Danjangerup Cottages nor the Council owns these premises, as they were constructed

subject to a joint venture agreement between Danjangerup Cottages Incorporated and Homeswest.

**STATUTORY ENVIRONMENT:** Land Act 1933

**POLICY IMPLICATIONS:** None.

**FINANCIAL IMPLICATIONS:** None.

**STRATEGIC IMPLICATIONS:** None.

**VOTING REQUIREMENTS:** Simple Majority.

**RECOMMENDATIONS**

1. Council agree in principle to the relinquishment of the lease and for Alliance Housing to take over the management of Danjangerup Cottages.
2. Council advise the Department of Housing that it agrees to the severance of clause 4(k) from the lease between the Council and Danjangerup Cottages Incorporated dated 1 August 1991.
3. Council agree to the execution of a new lease with Alliance Housing on terms to be agreed.

STD 192/90 V3F 127  
Exempt Section 80A Stamp Act 1921

\$5250

*D. Muller*  
.....  
for COMMISSIONER OF STATE TAXATION

day of

One Thousand

Nine Hundred and Ninety One.

BETWEEN:

THE SHIRE OF NANNUP a body corporate pursuant to the provisions of the Local Government Act 1960 as amended having its office situated at Nannup in the State of Western Australia (hereinafter called "the Lessor") of the one part,

WESTERN AUSTRALIA STAMP DUTY  
10/03/92 20534940 SD \$\*\*\*\*\*0.00

AND:

DANJANGERUP COTTAGES INCORPORATED a Body Corporate pursuant to the provisions of the Associations and Corporations Act 1895 as amended and having its principal office at Nannup (hereinafter called "the Lessee") of the other part.

WHEREAS:

1. Nannup Lot 306 is the subject of Reserve Number 39740 and vested in and is held by the Lessor in Trust for the purpose of "Aged Persons Homes" with power subject to the approval in writing of the Minister for Lands being first obtained to lease the whole or any portion thereof in accordance with the terms of the Land Act 1933 as amended.

STATE TAXATION  
- 6 DEC 1991  
DEPARTMENT WA.

2. The parties hereto have agreed that the Lessor shall lease to the Lessee the whole of the reserve and consisting of an area of some FIVE THOUSAND SIX HUNDRED FIFTY FIVE (5,655) square metres or thereabouts (which is hereinafter referred to as "the demised premises").

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Lessor leases unto the Lessee all the demised premises to hold the same unto the Lessee for a term of THIRTY (30) years commencing on and from the FIRST day of AUGUST 1991 yielding and paying therefore a nett annual rental of ONE PEPPERCORN payable annually in advance on the first day of each year of the term hereby created the first of which payments shall be paid on the date of the commencement of the term hereby created and subject however to

*JFB*  
*[Signature]*  
*[Signature]*

the covenants terms provisions stipulations and provisos hereinafter contained.

2. Provided always however that this lease is in all respects subject to the consent of the Minister for Lands being endorsed hereon and in the event of such consent not being forthcoming then this lease shall in all respects be deemed to be void and to be of no further effect.
3. It is further provided that in addition to the consent of the Minister for Lands this lease shall be subject to the endorsement of consent thereon of all such other Ministers of the Westralian Government as shall be appropriate or shall have an interest by virtue of statute herein.
4. The Lessee hereby covenants with the Lessor as follows:-
  - (a) To pay the reserved rent to the Lessor clear of all deductions at the times and in the manner aforesaid.
  - (b) Not to use the demised premises for any purpose whatsoever other than that of maintaining thereon homes for frail aged persons or where circumstances permit disabled or aged persons or such other facilities for the aforesaid persons as approved by the Lessor in writing the management of which homes and other facilities shall remain vested in the Lessee.
  - (c) To pay all water rates and other rates chargeable in respect of the demised premises during the term hereby created and to pay for all water consumed thereon during the said term and also to pay all other rates or taxes which from time to time be raised against the demised premises or the owner or occupier thereof.
  - (d) To keep open homes for the use of frail or aged persons or where circumstances permit disabled persons on such terms as the Lessee may from time to time determine it not being the intention of these presents that the actual management or control of such homes will in any way vest in the Lessor PROVIDED ALWAYS HOWEVER

that such homes for the frail or aged persons or where the circumstances permit disabled persons shall not be operated for the purpose of making a profit other than as may be necessary for the effective and efficient running of such homes.

- (e) Not to erect make or maintain or suffer to be erected made or maintained on the demised premises or any part thereof any additions or alterations to the said homes without the consent in writing of the Lessor first having been obtained.
- (f) To keep the said homes and all other buildings erections fences and gates upon the demised premises in good repair and condition.
- (g) to keep all grounds surrounding the said homes and forming part of the demised premises in good order and condition and of attractive appearance and in particular free from dangerously inflammable material.
- (h) Not to do or suffer anything to be done in or upon the demised premises or any part thereof or on any buildings erected or to be erected thereon which might be or become a nuisance or annoyance or cause damage or inconvenience to the owners or occupiers of any neighbouring land or premises.
- (i) To permit the Lessor and any person or persons authorised by the Lessor at all reasonable times to enter upon and examine the condition of the demised premises and any buildings erected thereon and thereupon the Lessor may serve upon the Lessee notice in writing specifying any repairs necessary to be done by the Lessee under the provisions hereinbefore contained and require the Lessee forthwith to execute the same and if the Lessee shall not within ten (10) days after service of such notice commence and proceed diligently with the execution of such repairs then to permit the Lessor to enter upon the demised premises with or without workmen and other and execute such repairs and the costs



thereof shall be a debt due to the Lessor and be forthwith recoverable by action.

- (j) To comply with all statutes by-laws regulations and orders from time to time affecting the demised premises or any part thereof and in particular to comply with the provisions of the Bush Fires Act the Local Government Act and Health Act.
- (k) At the determination of the term hereby created to yield up the demised premises and all buildings thereon to the Lessor.
- (l) To at all times during the term hereby created comply at all times with all of the terms and conditions and obligations imposed upon the Lessee in the joint venture agreement made the FIRST day of AUGUST One Thousand Nine Hundred and Ninety <sup>ONE</sup> between the State Housing Commission and the Lessee a copy whereof is Appendixed hereto and forms Schedule "A".
- (m) Not to assign sublet or part with possession of the demised premises or any part thereof or any buildings erected or to be erected thereon without the previous consent of the Lessor and the relevant Ministers which consent may be withheld without reasons being given for same and in any event not to allow any person to enter into possession of any of the units constructed or to be constructed upon demised premises unless and until such persons shall have entered into a tenancy agreement in the form set out in Schedule "B".
- (n) To at all times comply with the provisions of the Associations Incorporations Act and retain all records and maintain all such membership levels as shall be required pursuant to such Act to enable the facilities of the Act to continually be extended during the currency of the term hereby created to the Lessee.
- (o) Not to do or allow to be done upon the demised premises or any part thereof anything of a dangerous nature or which may

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reasonably cause annoyance to persons living in the neighbourhood or to the general public.

- (p) To carry out all such requirements and orders relating to the demised premises or any part thereof in strict accordance with any notice given in connection therewith by any competent authority and notwithstanding that such authority may be the Lessor and that such notice shall require action to be taken or works to be done not normally within the scope of the authority of a Lessor.
- (q) Not to allow any litter refuse or rubbish to be collected or deposited upon the demised premises or any part thereof and regularly to collect and remove or destroy all paper litter and similar substances as may from time to time be upon the demised premises and so as to keep the whole of the same clean and tidy and of a pleasant appearance.
- (r) To insure and keep insured all buildings and other improvements forming part of the demised premises to the full insurable value from loss or damage by fire storm or tempest in some Insurance Office approved by the Lessor and to pay all premiums necessary for that purpose within SEVEN (7) days after the same shall become due and whenever required to produce to the Lessor the policy of insurance and the receipt for the current year's premium and to cause all monies received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the said premises and to make up any deficiency out of its own monies.
- (s) To indemnify and keep indemnified the Lessor against all claims actions or suits arising out of or in connection with the use or occupancy of the demised premises or the activities of the Lessee or any member or any other person whether such claims actions or

suits are made by or bought by members of the public or neighbouring owners or occupiers and without prejudice to such indemnity to insure itself under a public liability policy for an amount of not less than TWO MILLION DOLLARS (2,000,000) (including cover for death injury or damage by fire flood and explosion to such amount) with some Insurance Office to be approved by the Lessor and to pay all premiums necessary for that within SEVEN (7) days after becoming due and whenever required to produce to the Lessor the policy of insurance and the receipt for the current year's premium.

(t) Not to allow the demised premises or any part thereof to be used for any immoral purpose nor for the purpose of gambling and to strictly comply with and observe the provisions of the Liquor Act 1989 as amended.

5. Provided always and it is hereby agreed as follows:

(a) If the rent hereby reserved or any part thereof shall at any time be unpaid for two calendar months after the date on which the same is payable or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor or any person duly authorised by the Lessor at anytime thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any arrears of rent or breaches of covenant on the part of the Lessee herein contained.

(b) Any notices under this lease shall be in writing. Any notices to the Lessee shall be sufficiently served if left addressed to the Honorary Secretary for the time being of the Lessee on the demised premises or sent to the office of the Lessee first

appearing or its last known address in Western Australia and any notice to the Lessor shall be sufficiently served if sent by registered post to the Shire Clerk, Shire of Nannup Post Office Box 11 Nannup.

THE COMMON SEAL of the SHIRE OF )  
NANNUP was hereunto affixed in )  
the presence of: )

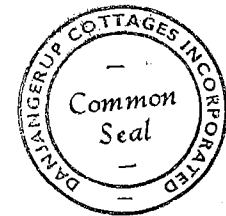
J.R. Brockman  
Shire President

A.J. Bantler  
Shire Clerk

THE COMMON SEAL of the DANJANGERUP )  
COTTAGES INCORPORATED was hereunto )  
affixed in the presence of: )

B.L. Dickson  
President

J. Balraun  
Secretary



FAXED

APPENDIX 4.

B.196

LAND ACT, 1933  
(Section 33)

VESTING ORDER

File No. 3405/986

I, Professor Gordon Reid, Companion of the Order of Australia, Governor of the State of Western Australia, do hereby, in pursuance of the powers enabling me in that behalf, and under and by virtue of the provisions of Section 33 of the Land Act, 1933, direct that Reserve No. 39740 (Nannup Lot 306)

shall vest in and be held by the Shire of Nannup

in trust for the following objects and purposes (that is to say)

"Aged Persons Homes"

subject nevertheless to the powers reserved to me by Section 37 of the said Act.

Given under my hand, at Perth  
this 20th day  
of DECEMBER 1986

  
GOVERNOR

ANNEXURE A

THIS JOINT VENTURE AGREEMENT is made this 15<sup>th</sup> day of AUGUST 1991  
BETWEEN:

THE STATE HOUSING COMMISSION a body corporate constituted under the Housing Act 1980 of 99 Plain Street East Perth ("Homeswest") of the one part AND the party or parties described in Item 1 of the Schedule hereto ("the Organisation") of the other part

RECITALS

WESTERN AUSTRALIA STAMP DUTY  
01/03/91 4726207 NDP \$\*\*\*\*\*0.00  
EXEMPT SECTION 118 OF THE STAMP ACT

- (A) Homeswest is empowered under the above-mentioned Act in conjunction with the Organisation rental accommodation for senior citizens who are eligible by virtue of their low personal income and their compliance with eligibility criteria adopted by Homeswest from time to time to rent public housing from Homeswest ("Eligible Tenants").
- (B) The Organisation is the lessee of the land described in Item 2 of the Schedule hereto and delineated on the plan annexed hereto marked "A" ("the Land") by virtue of the provisions of the lease described in Item 2 of the Schedule hereto ("the Lease").
- (C) The Land is presently vested in the Municipality described in Item 13 of the Schedule ("the Municipality") for the purpose of Aged Persons Homes.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

GENERAL

- 1. (a) Homeswest and the Organisation hereby associate themselves in a joint venture for the purpose of designing, erecting, constructing maintaining and managing upon the Land six (6) housing units ("the Units") for use as rental accommodation for Eligible Tenants referred to in Recital (A) together with agreed ancillary services as described in item 7 of the Schedule, ("the Project") PROVIDED HOWEVER that nothing contained in this Agreement shall be deemed or interpreted to create a partnership, association, agency or trust.

STATE TAXATION  
- 1 AUG 1991  
DEPT WA A20

- (b) The Organisation and Homeswest shall at all times and in all material respects observe, conform to and comply with the provisions of all applicable laws, statutes and legislation and all rules by-laws and regulations made thereunder including but without limitation the Equal Opportunity Act 1984, the Housing Act 1980, the Housing Agreement (Commonwealth and State) Acts and the Residential Tenancies Act 1987 and with the provisions of the Code of Practice for Retirement Villages administered by the Ministry of Consumer Affairs.
- (c) The Organisation shall at all times during the term or continuance of this Agreement comply with the Guidelines of the Joint Venture Scheme issued by Homeswest (a copy of which has been supplied to the Organisation) and all additions thereto and amendments thereof from time to time.
2. (a) In all advertising promotion and publicity of the Project and upon all signs on the Units and the Land, credit shall be given to the participation of Homeswest and the nature of the Project as a joint venture shall be expressly acknowledged.
- (b) The Parties hereby declare their intention to commence, effect and complete the implementation of the Project as soon as reasonably practicable after the execution of this Agreement.
3. (a) This Agreement shall take effect upon the date hereof and shall continue and remain in force for a period of thirty (30) years from that date.
- (b) At the expiration of this Agreement the Parties may agree to renew or extend the term of this Agreement but neither party shall have the right in the absence of such agreement to compel or require the other to extend or renew this Agreement.
- (c) The Organisation shall not at any time during the term or continuance of this Agreement sell assign or transfer its estate or interest in the Lease or the Project EXCEPT to another association or body approved by Homeswest which is eligible to participate in the Project and has objects in its constitution or memorandum of association similar to those of the Organisation.

- (d) SUBJECT to any agreement to extend or renew this Agreement Homeswest shall have the option exercisable by notice in writing to the Organisation within 28 days after the expiration of thirty (30) years from the date of this Agreement and within 28 days after the sooner determination of this Agreement to purchase the entire estate or interest of the Organisation free of or cumbances in the Land the Lease and the Project as stated in subclauses (d) and (e) of clause 4 hereof at the current market value of that estate or interest as at the date of exercise of the said option.
- (e) Within fourteen days after the determination of the current market value Homeswest shall prepare and submit to the Organisation for execution a deed of assignment of the Lease and the Organisation's interest in the Land and the Project.
- (f) Settlement of the assignment hereinbefore referred to shall be effected within fourteen days after receipt by the Organisation of the said deed of assignment from Homeswest.
- (g) If Homeswest elects not to exercise its option to purchase hereinbefore referred to and so advises the Organisation in writing THEN the Organisation shall if so required by Homeswest in writing at any time thereafter either (i) forthwith repay to Homeswest the full amount of Homeswest's contribution specified in item 3 of the Schedule hereto or (ii) sell and assign its entire estate or interest in the Land the Lease and the Project to another association or body eligible for the scheme and approved by Homeswest at the current market value thereof. The current market value shall be determined in the manner described in subclause (d) hereof.
- (h) The Organisation shall promptly do all things necessary to obtain the consent of the Municipality to any such sale or assignment hereinbefore referred to.
- (i) The current market value referred to in this clause shall be determined by agreement of the Parties and, failing agreement within fourteen days after exercise of the option, by taking the average of two valuations thereof by two licensed valuers, one nominated by Homeswest and the other nominated by the Organisation, and this determination shall be final and binding upon the Parties.



## FINANCING

4. (a) Homeswest shall contribute towards the costs of the Project the sum specified in Item 3 of the Schedule hereto being the cost of the Units plus the cost of landscaping and architectural services to be provided by Homeswest to the Project, which sum represents the percentage of the total cost of the Project specified in Item 4 of the Schedule hereto.
  - (b) The Organisation shall contribute the sum specified in Item 5 of the Schedule towards the costs of the Project being the value of the Land provided by the Organisation, a cash contribution and the cost of the siteworks, which sum represents the percentage of the total cost of the Project specified in Item 6 of the Schedule.
  - (c) Except as otherwise provided herein, all costs and expenses of the Project shall be borne by the Organisation.
  - (d) As soon as practicable after the execution of this Agreement the Organisation shall obtain the consent in writing of the Municipality to this Agreement. If required by Homeswest such consent shall be endorsed hereon.
5. (a) The Organisation shall charge a rental to all occupants of the Units which (excluding all available subsidies) shall not exceed 110% nor be less than 90% of the rent for the time being charged on a rent to income level by Homeswest pursuant to the Commonwealth/State Housing Agreement then in force and ~~shall be no greater than rent~~. All rent shall be the property of and be retained by the Organisation.
  - (b) As soon as possible after the date of this Agreement the Organisation shall open in the books of the Organisation a contingency reserve account to cover anticipated costs of periodical repairs and maintenance of the Land and the Units. The Organisation shall from time to time pay to the credit of this account such portion of the rent received from the Units as shall be necessary to maintain the amount standing to the credit of this account at all times throughout the duration of this Agreement at not less than twenty five per cent (25%) of the amount of the total gross rent received by the Organisation from the Units over the immediately preceding period of twelve (12) months ending on the 30th day of June last past.

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(c) The Organisation shall provide to such tenants of the Units as may request from time to time the Additional Services listed in item 11 of the Schedule and the Organisation shall be entitled to charge a fee for such of those Additional Services as the Organisation provides from time to time to those tenants to whom those services have been provided. The fee to be charged for each of the Additional Services shall be subject to the prior written approval of Homeswest and should not in any case exceed the cost to the Organisation of the provision of those Additional Services. Any increase in the amount of such fees shall also be subject to the prior written approval of Homeswest.

6. (a) The Organisation shall at all times keep and maintain proper and accurate accounting records with respect to the Project showing (without limitation) --
- (i) the several sources from which, and purposes for which, contributions relating to the Project are received, and the manner in which those contributions are disbursed; and
  - (ii) ~~the several sources from which other monies relating to the Project are received, and the manner in which those monies are distributed~~
- and shall keep these records open for inspection at all reasonable times by responsible officers of Homeswest the Treasurer and the Auditor General.
- (b) The Organisation shall furnish to Homeswest an annual statistical return with details of all lettings or tenancies of the Units, turnover of Units, the amounts of rents and service fees received together with a copy of the audited annual balance sheet and profit and loss account in respect of the Project within ninety days of the end of each financial year. The Organisation shall on demand supply such further information to Homeswest with respect to the Project as Homeswest may from time to time require.
- (c) The Treasurer of the State of Western Australia may require the Auditor General to audit the accounts of the Organisation to ascertain whether moneys contributed granted paid or advanced by Homeswest under this Agreement have been expended upon the Project or otherwise in accordance with the purposes of the contribution grant payment or advance.

- (d) The Auditor General shall be entitled at any time to conduct any investigation that he considers necessary concerning any matter relating to the accounts of the Organisation or to public moneys, other moneys of the Organisation or moneys of Homeswest or to public property or other property and to carry out examinations of the efficiency and effectiveness of the Organisation or Homeswest with respect to the Project.
- (e) For the purpose of any audit performed under this Agreement, the Auditor General, or a person authorised by him in writing, shall be entitled to full and free access at all reasonable times to moneys, negotiable instruments and securities of all kinds which have been collected, received or held by the Organisation for or on behalf of Homeswest or any other person or which have been collected, received or held by Homeswest.
- (f) The Organisation shall at all reasonable times upon request of the Auditor General, or a person authorised by him in writing, produce to the Auditor General or that person such accounts, information, explanation, documents, records, moneys or property as are specified in the request for the purpose of any audit performed under this Agreement. The Organisation shall not without reasonable excuse fail to comply with a request under this clause within fourteen (14) days of receiving notification of it.
- (g) (i) Except in the case of accounting records listed in paragraph (ii) of this subclause, the Organisation shall not destroy any accounting records unless the approval of the Under Treasurer is first obtained.
- (ii) Accounting records specified in this paragraph may be destroyed by the Organisation after the expiry of the prescribed retention period:

Accounting Record	Retention Period
Retired cheques and cash orders	6 years
Pay records	6 years
Advices of salaried staff and wage employee changes	6 years
Processed payment vouchers	6 years
Group Certificates	2 years
Handing Over Statements	2 years
Attendance Books and Time Sheets	2 years
Cancelled and void cash receipts	1 year
Carbon copies or counterfoils of monetary forms when completed	1 year

- (iii) No accounting record shall be destroyed by the Organisation until the audit by the Auditor General for the financial years has been completed.

Any surplus income or revenue after payment of all outgoings and expenses incurred in the operation, maintenance and management of the Units shall be applied and utilised by the Organisation for the purpose of the Project, the maintenance and operation of the Units, the construction of additional Units on the Land in accordance with plans and specifications agreed by Homeswest or for the provision of further housing in accordance with the Joint Venture Scheme Guidelines and for no other purpose whatsoever.

#### DESIGN AND CONSTRUCTION

8. (a) Homeswest shall erect and construct on the Land six (6) Units (described on the plans and drawings annexed hereto and marked "E" in accordance with the Standard Homeswest design and specifications. Prior to Homeswest calling tenders and commencing the erection and construction of the Units the Organisation shall at its own expense, cause the Land to be properly cleared, prepared and adequately serviced for the Project (confirmed in writing by an Engineer's Certificate) and appropriately zoned.
- (b) The Organisation shall at its own expense provide and install all such additional facilities, furnishings, fixtures and fittings as it considers necessary to be incorporated in the design of the Units.
- (c) Homeswest shall at its own expense obtain all such approvals, consents, permits and licences (other than zoning) as may be required by law for the construction of the Units, together with all such renewals and extensions thereof as may be required or necessary from time to time.

#### ALLOCATION OF TENANTS

9. (a) The Organisation shall not use the Land or the Units except for the purpose of providing rental accommodation to Eligible Tenants (as defined in Recital (A)) who at the time of letting are registered either on the waiting list of Homeswest or the waiting list maintained by the Organisation or both.

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- (b) A Joint Allocation Panel shall be established in the manner described in Item 10 of the Schedule and shall meet upon completion of the Units and on each occasion when a vacancy occurs in the Units for the purpose of allocating vacant Units to Eligible Tenants.
- (c) In allocating the unoccupied Units to persons on the waiting list the Joint Allocation Panel shall give preference to Eligible Tenants who have the greatest and most urgent need of accommodation and, subject as aforesaid, Units shall be allocated to those persons who at the time of allocation have been on the common waiting list for the longest period of time and without discrimination against any persons with respect to sectarian or ethnic background.

#### MANAGEMENT

- 10. Throughout the term of continuance of this Agreement the Organisation as Manager of the Project shall at all times and at its own expense:-
  - (a) Keep and maintain the Units in good and substantial repair order and condition and fit for occupation.
  - (b) Keep and maintain the landscaping of the grounds and the common areas of the Units in good repair and neat and tidy.
  - (c) Be responsible for the upgrading of the Units and all other improvements on the Land.
  - (d) Duly and punctually pay all rates taxes and charges levied in respect of the Land and all improvements thereon.
  - (e) At all times insure and keep insured in the joint names of Homeswest and the Organisation against fire and all other applicable risks the Units and all improvements on the Land to their full insurable value with an insurance company acceptable to Homeswest and pay all premiums in respect of such insurance as and when the same shall fall due.
  - (f) Effect and maintain in the joint names of Homeswest and the Organisation adequate insurance against the liabilities of the Parties hereto with respect to workers' compensation, employer's liability, occupier's liability and public liability.
  - (g) Produce to Homeswest on demand all policies of insurance in respect of the Land and improvements thereon effected by the Organisation pursuant to this Agreement.

- (b) Be responsible for the operation and management of the Land and the Units thereon.
  - (i) Ensure that adequate Workers Compensation and Common Law liability insurance is effected by all contractors engaged on the Project and that such insurance includes a waiver of subrogation against the Parties hereto.
11. The Organisation shall throughout the term or continuance of this Agreement at all times provide and keep available for the benefit of all tenants of the Units the Ancillary Services described in item 7 of the Schedule hereto. Equal access to the Ancillary Services shall be provided for all tenants of the Units.
12. (a) For the purpose of managing the Units the Organisation shall forthwith upon completion of construction thereof appoint as its agent a Management Committee comprising persons appointed by the Parties hereto as specified in item 8 of the Schedule hereto.
- (b) The Organisation shall authorise and empower the Management Committee to:-
- (i) prepare and have executed the appropriate leases for all tenants of the Units;
  - (ii) carry out all necessary repairs and periodical maintenance to the Units;
  - (iii) attend to the payment of all costs of operating and maintaining the Units;
  - (iv) maintain an up to date waiting list of eligible tenants seeking to occupy the Units; and
  - (v) advise the executive of the Organisation of administrative and tenants' concerns with respect to the operation of the Units.
13. (a) The Organisation shall as soon as practicable after execution of this Agreement furnish to Homeswest a copy of the form of lease which it proposes to use with respect to tenants of the Units.
- (b) The Organisation shall ensure that the form of Lease complies with the Residential Tenancies Act 1987.
- (c) The Organisation shall not replace nor make any alteration addition deletion variation or amendment to or of the said form of lease without the prior consent of Homeswest in writing.

4. (a) As soon as practicable after the occurrence of each or any of the following circumstances, the Organisation shall give written notice thereof to Homeswest at its Regional Office referred to in item 9 of the Schedule, namely:-
- (i) a vacancy in any Unit occurs;
  - (ii) the Organisation proposes to terminate the lease of a tenant;
  - (iii) the Organisation proposes to vary any rental;
  - (iv) the Organisation is experiencing difficulty in maintaining the agreed level of Ancillary Services for tenants of the Units;
  - (v) the Organisation is experiencing difficulty in complying with any one or more of the Guidelines for the Joint Venture Scheme;
  - (vi) the Organisation is experiencing Management difficulties;
- (b) Homeswest shall make available at all times an appropriate officer at Homeswest's nearest Regional Office described in item 9 of the Schedule to:-
- (i) maintain a regular liaison with the Organisation;
  - (ii) act as Homeswest's representative on the Organisation's Management Committee;
  - (iii) assist the Organisation at its request with the resolution of any of the matters listed in clause 14 hereof;
  - (iv) advise the Organisation on appropriate rentals to be charged, the operation of the contingency reserve fund referred to in clause 5 and the keeping of the books of account.

**VARIATION.**

15. (a) This Agreement may not be varied altered amended renewed or extended except by a further written Agreement executed by both parties hereto.

(b) The Organisation acknowledges and declares that in entering into this Agreement the Organisation has not relied on any promise, representation, undertaking or warranty given by or on behalf of Homeswest and that the covenants and provisions contained in this Agreement expressly or by statutory implication cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions shall be deemed to be implied herein or to arise between the Parties hereto by way of collateral or other agreement, except as otherwise hereafter agreed in writing between Homeswest and the Organisation.

16. (a) Neither Party shall assign sell transfer lease sublease mortgage charge encumber or otherwise dispose of its estate or interest in the Land, the Units, the Project, the Lease or this Agreement or any part thereof during the term or continuance of this Agreement (other than lettings of Units to Eligible Tenants as hereinbefore provided) without giving to the other Party twelve months prior notice in writing of its intention so to do.

(b) The Organisation shall not assign sell transfer lease sublease surrender or dispose of the Lease or its estate or interest as aforesaid or any part thereof (other than lettings of Units to Eligible Tenants as hereinbefore provided) without the prior written consent of Homeswest, which consent shall not be unreasonably withheld in the case of an assignment sale transfer sublease or disposition to another organisation approved by Homeswest which enters into a Deed of Covenant with Homeswest whereby that organisation agrees to observe perform and be bound by all the terms covenants and conditions contained in this Agreement on the part of the Organisation to be observed performed and complied with.



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- (c) The Organisation shall not mortgage charge encumber or create any security over its estate or interest in the Land or any part thereof without the prior written consent of Homeswest, which consent shall not be unreasonably withheld where the other party or parties to the proposed mortgage charge encumbrance or security enter into a Deed of Covenant with Homeswest whereby the said party or parties shall agree not to exercise any power of sale over the Land or any part thereof under the proposed mortgage charge encumbrance or security without the prior written consent of Homeswest and without obtaining from the proposed purchaser a Deed of Covenant with Homeswest of the kind referred to in subclause (b) of this clause.
- (d) The Organisation shall at all times pay the rent reserved by the Lease on the due date for payment thereof and observe perform and comply with all the terms covenants and conditions contained or implied in the Lease on the part of the Organisation and shall not at any time without the prior written consent of Homeswest do or permit or suffer to be done or omitted anything whereby the Lease may be forfeited determined or surrendered or whereby the continued uninterrupted operation thereof may be prejudiced or threatened.

#### CONTINGENCIES

17. (a) In the event of any breach or default by the Organisation in the observance or performance of any one or more of the terms and conditions on the part of the Organisation to be observed performed or complied with under this Agreement or contained in the Guidelines of the Joint Venture Scheme, Homeswest may forthwith serve notice in writing upon the Organisation requiring the Organisation forthwith to observe or perform the said term covenant or condition and otherwise remedy the breach in the manner specified in the notice.

- (b) In the event of the Organisation failing to comply with the notice referred to in paragraph (a) hereof and the breach or default complained of is in respect of a fundamental term or condition of this Agreement or goes to the root of this Agreement or is in the opinion of Homeswest sufficiently serious as to amount to a repudiation of this Agreement by the Organisation entitling Homeswest under the general law to terminate this Agreement THEN Homeswest shall be entitled by a further notice in writing to the Organisation to terminate this Agreement. Upon receipt of the said notice by the Organisation this Agreement and the obligations of Homeswest thereunder shall cease but all Homeswest's rights of action against the Organisation in respect of any default or breach committed by the Organisation prior to such notice of termination shall continue in full force and effect. Upon the termination of this Agreement the provisions of clause 3 shall also apply PROVIDED THAT upon an exercise of its option to purchase under clause 3(c) Homeswest shall be entitled to deduct from the moneys payable to the Organisation at settlement the amount of any moneys due and payable to Homeswest by the Organisation consequent upon any breach or default by the Organisation or the termination of this Agreement as aforesaid or otherwise howsoever.
- (c) In all other cases where the Organisation fails to comply with the notice referred to in paragraph (a) of this clause and where paragraph (b) does not apply, the matter shall be settled by arbitration under clause 18 hereof.
18. Any dispute difference or disagreement between the parties arising under or in respect of this Agreement or the interpretation of any term or provision of this Agreement other than a breach or default by the Organisation to which paragraph (a) of Clause 17 hereof applies shall be referred to a single arbitrator acceptable to both parties who shall determine such disagreement or dispute in accordance with the Commercial Arbitration Act 1985.
19. In the event that -
- (a) any judgement is obtained against the Organisation in any court of law and (no stay of proceedings relative to that judgement in any appropriate court having been granted) the judgement remains unsatisfied or execution is levied or issued against any of the assets or property of the Organisation;

- (b) an order is made by the Court or a resolution is passed for winding up the Organisation or if a receiver or a receiver and manager of all or any part of the property assets and undertaking of the Organisation is appointed or if an official manager of the Organisation is appointed under Part XI of the Companies (Western Australia) Code or if without the written consent of Homeswest the Organisation enters into a compromise or arrangement with creditors including an arrangement for reconstruction or amalgamation;
- (c) the Organisation stops payment of any of its debts or ceases or threatens to ~~cease to be registered and incorporated in Western Australia or ceases or~~ threatens to cease to conduct and operate the Units;
- (d) the Organisation without the prior written consent of Homeswest makes or attempts to make any alteration in the provisions of its Memorandum or Articles of Association or its Constitution which in the opinion of Homeswest might detrimentally effect the Project or the interest of Homeswest under this Agreement;

THEN and in any of the said cases and immediately thereupon or at any time thereafter Homeswest may by notice in writing to the Organisation terminate this Agreement and the provisions of clause 3 shall apply.

- 20. (a) If any loss injury or damage should be suffered or sustained by any tenant or tenants of the Units in consequence of a breach or default by the Organisation under this Agreement and the Organisation has failed neglected or refused to reimburse or compensate the said tenant or tenants either adequately or at all for or in respect of the loss injury or damage so suffered or sustained THEN upon the written request of the said tenant or tenants Homeswest shall be entitled as agent or attorney for and on behalf of the said tenant or tenants to claim and recover from the Organisation by court proceedings or otherwise the amount properly payable to such tenant or tenants by way of reimbursement compensation or damages for or in respect of the loss injury or damage so suffered or sustained.

(b) The Organisation shall not without the written consent of Homeswest to do or permit to be done any act matter or thing upon the Land or the Units or bring or keep anything therein or thereon whereby any policy of insurance taken out with respect to the Land or the Units against damage by fire and other risks insured against may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased and shall pay all additional premiums of insurance on the Land and the Units (if any) required on account of the additional risk caused by the use to which the Land and the Units are put by the Organisation as aforesaid PROVIDED THAT if the Organisation shall do or permit to be done any act matter or thing which has the effect of voiding any policy of insurance taken out by the Organisation or by Homeswest then (in addition to all other rights of Homeswest thereby arising) the Organisation shall be responsible for and shall pay and discharge on demand any damage or loss which Homeswest may suffer or incur as a result thereof.

21. (a) A Party shall not be liable to any other Party for any failure in the fulfilment of any of its obligations hereunder to the extent that such failure is due to any delay, interruption, loss or damage occasioned by Force Majeure.

(b) For the purposes of this Agreement "Force Majeure" means an act of God, strike, lockout, act of the public enemy, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, lightning, fire storm, flood, earthquake, inclement weather, explosion, breakage or accident to machinery or lines of pipe, governmental restraint, embargoes, inability to obtain or delay in obtaining equipment or transport, governmental approvals, permits, licences or allocations and other cause, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of a Party PROVIDED that lack of funds shall not be interpreted as a cause not reasonably within the control of a Party FURTHER PROVIDED that inability to use available funds, due to any reason set out above, shall not be interpreted as a cause reasonably within the control of a Party.

(c) A Party claiming the benefit or protection of Force Majeure shall promptly give notice thereof to the other Parties. Performance of any obligation affected by Force Majeure shall be resumed as soon as possible after termination or abatement thereof.



IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the day and year first hereinbefore written.

THE COMMON SEAL of THE STATE HOUSING COMMISSION was hereunto affixed in the presence of:

*[Handwritten Signature]*

OFFICER IN CHARGE  
SECURITY & MORTGAGE  
SETTLEMENT SERVICES

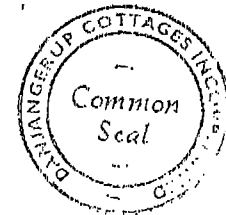


*[Handwritten Signature]*  
GENERAL MANAGER

THE COMMON SEAL of DANJANGERUP COTTAGES INC.

was hereunto affixed in the presence of:

*[Handwritten Signature]*  
HONORARY SECRETARY



*[Handwritten Signature]*  
CHAIRPERSON