

# ATTACHMENTS

## BRIEFING SESSION AGENDA

### 17 MARCH 2020

#### Attachment No. 1:

- Offer and Acceptance Form and associated Special Conditions form; and
- Community Consultation Report.

#### Attachment No. 2:

Local Planning Policy No. 17 – Grade Separation at the Corner of Guildford Road and Old Perth Road

#### Attachment No. 3:

- Existing Local Planning Policy No. 13 – Trees on Development Sites
- Draft amended Local Planning Policy No. 13 – Tree Retention and Provision

#### Attachment No. 4:

- Proposed Town of Bassendean Animals, Environment, Nuisance and Pests Local Law 2019 (with amendments in red);
- Comments received from the Department of Local Government;
- Comments received from the Department of Health; and
- Summary of submissions.

#### Attachment No. 5:

- Letter from the Director General Department of Water and Environmental Regulation (DWER) dated 20 December 2019.
- Proposed *Town of Bassendean Waste Local Law 2019* (Final draft).

#### Attachment No. 6:

- Policy on Single Use Plastics & Balloons
- A Guide for Eliminating Single-Use Plastics
- Policy 4.7 – Recyclable & Biodegradable Products at Town of Bassendean's Events and Functions Policy

#### Attachment No. 7:

- (Draft) Council Policy 1.9 Verge Treatment Policy 2020 (new verge treatment policy).
- (Draft) *Verge Treatments – Guidelines for enhancing your verge* (guidelines).
- Current Council Policy 1.9 Verge Treatment and Maintenance Policy and Appendix One Permissible Verge Treatments.
- *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010 (Thoroughfares Local Law)*.
- Josh Byrnes and Associates, Verge treatment Review, November 2019.
- Water Corporation's *Waterwise verge best practice guidelines*.

#### Attachment No. 8:

Deed of Variation – Local Government House Trust sent under cover of email correspondence from the Western Australian Local Government Association (WALGA) CEO Mr Nick Sloane dated 19 February 2020.

#### Attachment No. 9:

List of payments made under delegated authority for February 2020.

#### Attachment No. 10:

Monthly Financial Report, containing the Statement of Financial Activity, for February 2020.

# **ATTACHMENT NO. 1**

**CONTRACT FOR SALE OF LAND OR  
STRATA TITLE BY OFFER AND ACCEPTANCE**

NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract

TO:

**As Agent for the Seller / Buyer**

**THE BUYER (FULL NAME AND ADDRESS)**

Birmingham Properties Pty Ltd as to a 1998/2000 share, Ladrift Pty Ltd as to a 1/2000 share and Matax Pty Ltd as to a 1/2000 share ..  
all of care of Ernst & Young, 11 Mounts Bay Road, Perth, Western Australia 6000.....

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Chattels set out in the Schedule ("the Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and the Special Conditions.

**SCHEDULE**

The Property at:

246 Morley Drive East, Eden Hill, Western Australia.....

Lot 5..... Deposited/Survey/Proposed Strata/Diagram/Plan 41398..... Whole/Part Vol 1357..... Folio 796.....

A deposit of \$..... of which..... is paid now and \$..... to be paid within..... of acceptance.

To be held by.....  
("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price **\$1,000,000.00 plus GST**.....

Settlement Date **See special condition 6 of Annexure A**.....

Property Chattels including.....

**FINANCE CLAUSE IS APPLICABLE**

LENDER:.....

LATEST TIME: 4pm on:.....

AMOUNT OF LOAN:.....

SIGNATURE OF BUYER: .....

**FINANCE CLAUSE IS NOT APPLICABLE**

Signature of the Buyer if Finance Clause IS NOT applicable

.....

.....

**SPECIAL CONDITIONS**

Annexure A special conditions attached to this Contract form part of this Contract .....

.....

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**NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES**

CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause IS NOT Applicable" box in the Schedule then this clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the "Finance Clause IS Applicable" box in the Schedule then this clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must: (1) immediately after the Contract Date make an application for Finance Approval to the Lender using, if required by the Lender, the Property as security; and (2) use all best endeavours in good faith to obtain Finance Approval. (b) If the Buyer does not comply with clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end under clause 1.2 and the Buyer may not terminate the Contract under clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1. (c) The Buyer must immediately give to the Seller or Seller Agent: (1) an Approval Notice if the Buyer obtains Finance Approval; or (2) a Non Approval Notice if Finance Approval is rejected at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) written Finance Approval has not been obtained; and (b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time:

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and (b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent; then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if clause 1.5 applies, before the Contract is terminated:

- (a) written Finance Approval has been obtained; and (b) the Buyer has given an Approval Notice to the Seller or Seller Agent; then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Seller's Right to Terminate

If by the Latest Time the Buyer has not given an Approval Notice or a Non Approval Notice to the Seller or Seller Agent then at any time until an Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must advise the Seller or Seller Agent of: (1) the progress of the Finance Application; and (2) provide evidence in writing of the making of a Finance Application, in accordance with clause 1.1(a) and of any loan offer made, or any rejection; and (3) if applicable the reasons for the Buyer not accepting any loan offer. (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender the information referred to in 1.6(a).

- 2. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller. 3. The 2011 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract. 4. If GST is applicable to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

1.7 Right to Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party; (b) Clauses 23 and 24 of the 2011 General Conditions do not apply to the right to terminate; (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer; (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if clause 1.5 applies, before the Contract is terminated. If waived this clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a Notice in writing given by the Buyer or the Lender to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Finance Application means an application made by or on behalf of the Buyer to the Lender to lend any monies payable under the Contract.

Finance Approval means:

- (a) a written approval by the Lender of the Finance Application or a written offer to lend or a written notification of an intention to offer to lend made by the Lender; and (b) for the Amount of Loan; and (c) which is unconditional or subject to terms and conditions: (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes: (i) an acceptable valuation of any property; (ii) attaining a particular loan to value ratio; (iii) the sale of another property; or (iv) the obtaining of mortgage insurance; and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or (b) If no date is nominated in the Schedule, then 15 Business Days after the Contract Date.

Lender means:

- (a) the lender or mortgage broker nominated in the Schedule; or (b) if the Buyer makes a finance application to, or if no lender is nominated in the Schedule then, any bank, building society, credit union or other institution which makes loans and in each case is carrying on business in Western Australia or a mortgage broker carrying on business in Western Australia.

Non Approval Notice means a Notice in writing by the Buyer or the Lender to the Seller, or Seller Agent to the effect that Finance Approval has been rejected or has not been obtained.

BUYER [If a corporation, then the Buyer executes this Contract pursuant to s.127 of the Corporations Act]

Witness

Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Town of Bassendean of Guildford Road, Bassendean

[If a corporation, then the Seller executes this Contract pursuant to s.127 of the Corporations Act]

Witness

Date

JOINT FORM A true copy of this document has been received by each of the Parties - together with a copy of the 2011 General Conditions.

STRATA DISCLOSURES If the Property is a Strata Lot, then the Buyer acknowledges having received the Form 28 Disclosure Statement before signing this Contract.

CONVEYANCER The parties nominate their Representative below to act on their behalf and consent to Notices being served to that Representative's facsimile number.

BUYER'S REPRESENTATIVE

SELLER'S REPRESENTATIVE

Name

Name

Signature

Signature

COPYRIGHT

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# **Eden Hill proposed land sale**

February 2020

Consultation Analysis

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## 1. Executive Summary

In January 2020, the Town of Bassendean sought feedback about the proposed disposal of vacant Town-owned land at Lot 5 (No. 246) Morley Drive East on the corner of Ivanhoe Street, Eden Hill to the owners of the adjoining property at Lot 4 (No. 248) Morley Drive East.

Consultation found community support for the proposal, with 51 of the 67 submissions supporting the sale:

4. Given the information provided above, I:	
Support the sale of this land	51
Do not support the sale of this land	13
No opinion	3

## 2. Background

The property, covering 1,9993m<sup>2</sup>, is a vacant site which formerly housed a petrol station. It adjoins a former shopping centre which has been vacant for several decades. The adjoining property is jointly owned by Birmingham Properties Pty Ltd, Ladrift Pty Ltd and Matax Pty Ltd.

The proposal relates to sale of the block only and any development of the entire site will be subject to normal town planning application processes.

Consultation was covered in a Motion carried by Council in December 2019:

MOVED Cr McLennan, Seconded Cr Wilson, that Council gives public notice of the proposed disposal of 246, Lot 5 Morley Drive East Eden Hill in accordance with Section 3.58 of the Local Government Act 1995 and the terms of the owner of the abutting site.

It is noted that some concern was raised by two submitters with the validity of the valuation and the manner in which consultation took place. In response, the following is provided:

- In selling the land, the Town is required to comply with Clause 3.58 of the Local Government Act 1995 (the Act). Clause 3.58(4)(c)(i) requires that the details of the proposal sale for public advertising are to include a market valuation of the disposition as ascertained by a valuation carried out no more than six months before the proposed disposition. The relevant valuation was obtained on 8 July 2019, meaning that it was within the six month period at the time that Council resolved to advertise the proposal. If Council elects to dispose of the property, it will be recommended that it also resolve that it

believes the valuation to be a true indication of the value at that time. In this regard, it should be noted that the offer from the prospective purchaser is \$25,000 greater than the valuation.

- The consultation was specifically targeted to the issue at hand, being the potential sale of Town-owned land. While the adjoining landowner's concept plan was provided, it was clearly explained that it was for illustrative purposes only and had no formal status.



### 3. Methodology

To seek feedback, the Town hosted the following:

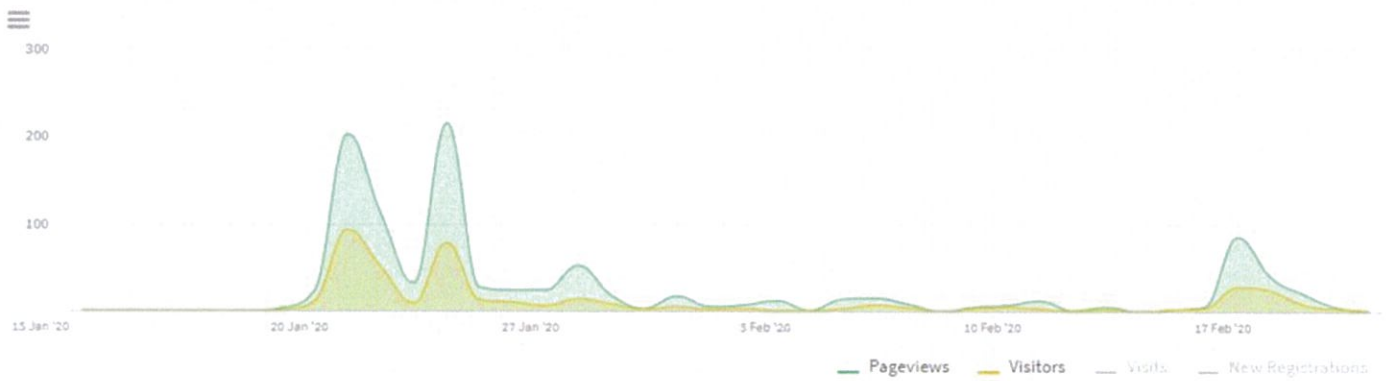
- An online survey at Your Say Bassendean, promoted on Facebook
- A statutory newspaper advertisement
- Emails submitted through [yoursay@bassendean.wa.gov.au](mailto:yoursay@bassendean.wa.gov.au) and lodged in the electronic survey results.

When community consultation finished on 18 February, the feedback was collated.

#### Visitors Summary

Your Say Bassendean from 01 Jan '20 to 21 Feb '20

DAILY MONTHLY

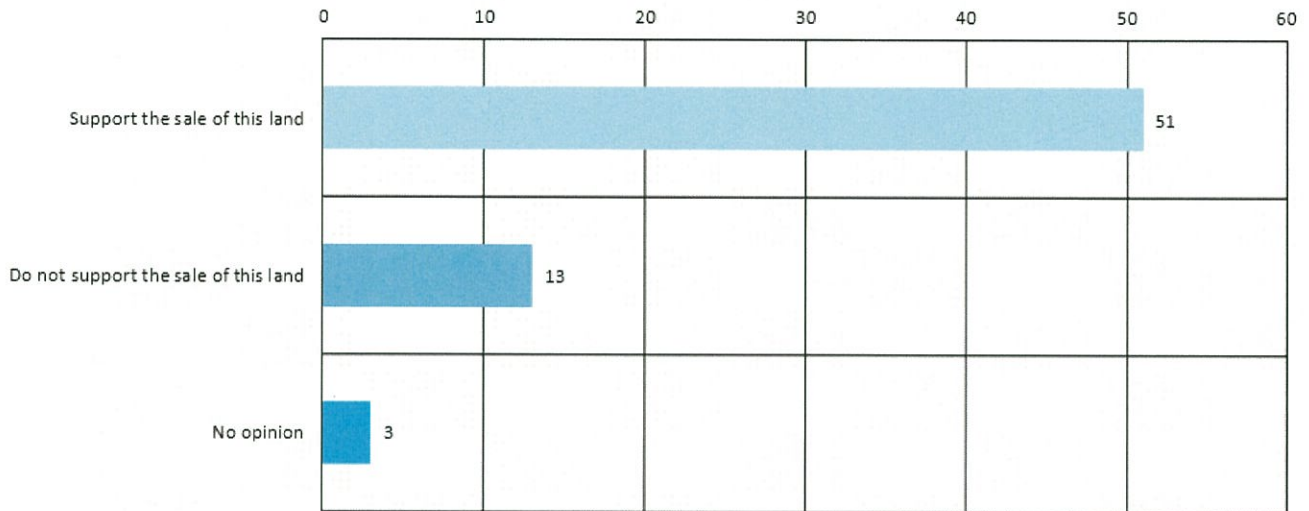


## 4. Engagement Summary

Engagement summary	
<p><b>We asked for feedback on the proposed disposal of 246, Lot 5 Morley Drive East Eden Hill.</b></p>	<p>You said:</p> <p>“Sell, sell, sell... ToB has done nothing with the land for years.”</p>
<p><b>Concerns raised:</b></p> <ul style="list-style-type: none"> <li>• <b>Encourage Town to act to improve aesthetics</b></li> <li>• <b>Encourage Town to act to provide amenity and services</b></li> <li>• <b>Concern about type of proposed development</b></li> <li>• <b>Competition for nearby shopping centres</b></li> <li>• <b>Concern about method of consultation</b></li> <li>• <b>Concern the valuation was out of date.</b></li> </ul>	<p>“It would also bring in some funds that could be used elsewhere and we would save money on upkeep for the site. The sooner the better.”</p> <p>“There has been no discussion on what the new revenue would be allocated to nor what proportion would go towards Eden Hill specific redevelopment.”</p> <p>“It is contrary to the principles of orderly and proper planning to facilitate the sale of land to a Purchaser whose intentions are to develop the lot contrary to the established planning framework.”</p>
<p style="text-align: center;"><b>You participated</b></p> <ul style="list-style-type: none"> <li>• <b>Online surveys and emails 67</b></li> </ul>	
Next steps	
<p><b>We are now reviewing all community input.</b></p>	

## 6. Survey responses

### 4. Given the info...



### Comments

#### Support the sale of the land

- 1 A redevelopment of this neglected site will improve the overall look of the entrance to the suburb. It will also ensure that the neglected building is not a fire hazard or a site for vandalism.
- 2 the vacant lot is no use to anyone in it's current state - go ahead and sell it
- 3 100% support the sale price of this land. The area is an eye sore and needs to be developed asap. The concept plans look fantastic.
- 4 Faster it is sold the quicker it is developed.
- 5 Sell sell sell, on condition that it is developed within 1 year. ToB has done nothing with the land for years.
- 6 I support the sale of the land providing there is a binding agreement on a reasonable timeframe for development. I would like to see a supermarket open up - preferably a Woolworths, with space for a coffee shop, bakery, restaurant/bar, and other small independent shops.

7

It may encourage the owners to demolish the old shopping centre and finalise the plans to build a useful facility that would be of benefit to the area. It would also bring in some funds that could be used elsewhere and we would save money on upkeep for the site. The sooner the better.

8

I give conditional support to the sale of this land to the adjacent commercially zoned property owner. For years this commercial site has remained idle and appropriate development is desirable. Sale of the Council owned lot should be conditional that the title will only be transferred when the substantive owner has obtained both development approval and a building licence issued. For too long this Town has suffered from a lack of development potential through investors land banking.

9

If indeed the following information is accurate then I would like to express my concern and state that I support the investigation of alternative conditions of sale that would ensure the development of the site with a specified timeframe, The proposal before Council and the current community consultation relates only to the sale of the land, not its development. Whilst a concept plan has been prepared, this plan is not binding and a proposal to develop the land has not been received. Any potential development of the site would involve a separate consultation and approval process. The proposed conditions of sale have been prepared by the buyer and include: A statement that the buyer shall 'as soon as practicable after settlement, arrange for the construction of the development...' however there does not appear to be anything to bind them to this. The option for the Town to repurchase the land if the buyer has not 'commenced construction' of the development within three years. We have received advice that the clearing of the site (demolition of existing buildings) would satisfy this condition.

We have been advised that the buyer has indicated they are not willing to consider stronger conditions of sale. Whilst there is clearly community support for the development of the site to proceed (and hence the land sale) there is a concern that under the current conditions of sale the buyer can acquire the Town's land, not proceed with development but simply clear the site within three years and will have then met the required conditions.

I would also like to express disappointment that in the 19 years I have lived within the town of Bassendean (Eden Hill) no notable developments of community property in the Suburb of Eden Hill come to mind apart from the Mary Crescent playground development last year. I also can't bring to mind any functional shopping centres within the boundaries of Eden Hill. In conclusion, I am very supportive of much that the council has achieved in the last couple of years and look forward to the council taking decisive action toward getting the property developed as soon as possible.

10

'We'd love to have a grocery store within walking and riding distance!

We hope as many of the significant trees can be saved as possible, and the owners are incentivised to make the space 'Green' to reduce power consumption (i.e. solar panels, EV charging station) and increase amenity/reduce island heat affect by making it as shady as possible (i.e. tree canopy and plants)

We hope the council can work out a way to ensure a Grocery store is built within a reasonable period (i.e. few years)

We hope the town can work out how to incentivise local businesses/food shops to open there, instead of chains like McDonalds in the 'food' precinct. Keep up the hard work ToB!

- 11 Would love to see the redevelopment of the property into a shopping centre
- 12 Maybe turn it into a community garden or something that can benefit the community.
- 13 If the Town does not require the asset and those funds can be used for greater public benefit then the land should be sold. If this facilitates the redevelopment of this and the adjoining site then that provides greater amenity for the people of Eden Hill.
- 14 This would be a huge improvement for the suburb!
- 15 This land is an eye sore as is the adjoining empty shopping centre  
It often has issues with security and police and is affecting value of homes and encourages crime. The sooner it gets developed the better
- 16 It's an eyesore! Get rid of it and develop that tragic area.
- 17 In the sale include conditions that make the land use attractive to the wider community. Does the land abut Mary Crescent Reserve? If it does, it should be at least visually connected to it.
- 18 Something desperately needs to be done to ensure the revival of key Eden hill areas. This is a good, central location that is falling into a visual state of disrepair due to a lack of speed and different ideas in the planning process.  
We need to make this area better and nicer. That old building needs to go. We should have better shop near by to walk to. I am hoping it will make the park a better place and friendly place. It need to be a modern building with modern quality shop that can get the customers to go there and be used. Not a empty not used shops
- 19
- 20 It's better for the area to have something built on the site and the council can use the money for something else.
- 21 I support the sale of the land to fund other projects within the Town (hopefully Sandy Beach Nature Play and BIC reserve improvements) for the simple reason that the Town holding onto englobo sites without any near-term community benefit is not sound practice for an LG. However the Town should be mindful that it is highly unlikely that a development of the Eden Hill site will occur as a result with any certainty. I dont believe the joint property owners are proven developers or have track record in delivery of shopping centre sites. Preparing 'concept plans' is a long way off achieving the development. To this end the Town should not sell this to the public as an opportunity to free up land for the development as the site is still highly speculative and more than likely it will be land-banked by Birmingham for 10 years or more until there is a satisfactory retail sustainability assessment for the need for a new neighbourhood centre. The Town could consider sale 'subject to development conditions" much like the MRA development sites though in the current climate this may hinder the sale, and the near term opportunity to the Town for much-needed funding for capital works probably outweighs the issue.

- 22 I support the sale of the land. Due consideration needs to be given to its future use considering it was a BP Petrol Station.
- 23 As quickly as possible and minimise red tape to get the redevelopment through as quickly as possible.
- 24 As the corner property is relatively small and of limited use to the town, sell only on the proviso the entire former Eden Hill Shopping Centre site be re-developed to include a new small supermarket and Cafe/Coffee Shop. This is sorely missed in the area.
- 25 Any thing to speed up the renovation of this site and of the old shopping center. It has remained under developed for far too long. Sure the site may have needed some time for the oil residues from the service station to dissipate, but the history of the long period of decay for the general area since the big shopping center closed, does not reflect well on the historical long term vision of the Town Council for enhancing the area and servicing the community.
- 26 Support the sale of the land if they are actually going to develop the area in a specified time frame, otherwise the developer: 1. renegs on their contract and the land is transferred back to the Town of Bassendean and 2. Starts paying penalties to the Town of Bassendean of a fixed amount agreed during the sale of the land for every month they stall the development process.
- 27 Council seems to have no plan to do anything with the site other than to leave it vacant, so even if it is sold and sits vacant for another few years, at least we have their money.
- 28 I'm comfortable with ToB selling this parcel of land however only if there are conditions on the developer to speed up the development of the site. The information above reveals little about the timeframe. Given the depressed housing market/economy I can't see a developer rushing into this. It's likely they will defer development until it's economically viable (which business spends money simply for the good of the community?. ToB need to provide more communication and assurances to the public that something tangible is going to happen. I appreciate selling this parcel of land is a step in that direction, but again info on timing and the urgency to develop is what the community seems to be demanding. The Eden Hill CAN raised this issue this week at our committee meeting and will be in touch requesting more information. Furthermore, the ToB should/must give the community info on how the 1 million will be allocated. Can this not be ring fenced for projects to revitalise Eden Hill specifically, especially given the state of assets in the area.
- 29 The area need to be rejuvenated as it's currently unsightly
- 30 Absolutely support. Would be an asset to the Eden Hill area.
- 31 Prefer development is not more tiny residential units.

- 32 I would like to see this land used. I give preference to a community based project whether it be a shopping centre or some other group.
- 33 It's an eyesore and waste of vacant land. I would rather see it developed.
- 34 I think it's best to sell once a clear vision has been put in of what the new owners are planning to do with the land
- 35 Anything that makes use of the land and adds some benefit to the area is desirable. It is not good driving past this neglected area every day. The money for the sale can be put to good use by the Shire.
- 36 It's an eyesore and it would be better redeveloped
- 37 Although you have stated that as only 1% of the total site, would it be possible to try make the sale contingent on the developer completing the development as planned and in a reasonable time-frame? Otherwise they may have just added another 2,000 sq m of land to their landbank and the amenity would still be missing.
- 38 It will add value, improve the appearance of the area, and be of significant benefit for the community for the site to be redeveloped into services and businesses for the use of the community, including the opportunity for retail, cafes/restaurants and other community organisations etc. I fully support the redevelopment of this site which is well overdue.
- 39 Support the sale of the land and agree with the re-development of the shopping centre proposal. I dont agree with the proposal of the apartments surrounding the shopping center although any upgrade to the subject site will be beneficial and in every residence best interest.
- 40 The two parcels of land would be difficult to develop as separate projects leading to a poorer design outcome. The Town of Bassendean would be in a difficult position if they retained the land and acted as owner/developer and approving authority. I support the sale of the land to the adjoining owners in accordance with the rules for such a sale.
- 41 I would like to strongly support the development of the Eden Hill shopping centre site. There is a park on both sides of the site. It is a magnificent location for a development of this nature. To develop this site would also bring people to the parks, essentially widening the recreation area. I have a vision of people with their dogs, others that have come from suburbs away for a meal, a place where I can walk to work and take my shopping home on foot. Please consider the vision of a wonderful bustling and aesthetically pleasing space that would incorporate these two parks. The alternative is an empty block of land.

42

I support the sale of the corner block to enhance the development of the entire site. If it brings more positive activity to the area. I am curious of the surrounding areas and what plans the Council has for these areas. I am a local business owner in Eden Hill and I am finding it hard to get any future plans from the Town.

43

I support the sale of this land on the following conditions:

- The Town of Bassendean does not incur any financial or other responsibility which may arise from previous use of site as a service station and associated contamination or from this previous use. Any costs or liabilities must be borne by the land owners / developers
- The property undergoes an updated valuation, and sale price revised accordingly, as the previous valuation was 6 months ago and market conditions have changed meanwhile
- Any contract be made available to the public, NOT confidential, as it concerns ratepayers.

## Do not support sale of land

1

The concept plan looks like a slightly jazzed up 20th century shopping precinct. It doesn't describe the southern boundary buildings, clearly showing poor attention to detail that does not bode well for constructed outcomes. The council, as a One Planet Living subscriber, should use all levers it controls (particularly withholding the sale of the land) to force the developer to apply ALL relevant One Planet Living principles to the design, creating a future-proofed design rather than yet another eyesore and community liability in 20 years time. Only then would I support the land sale.

2

Given that ToB has signed up to ONE PLANET that the sale of land should be contingent on the new development meeting these guidelines. No compliance, no sale! From the online plans I see no evidence of solar power, grey water recycling, waste management, underground power and public gardens/park spaces being incorporated in the commercial or residential buildings. Yes there are trees in the parking areas but this is minimum requirement and given. All the residential building should be required to include grey water and solar/storage and meeting/pedestrian part of the traffic flow and feel of a 21 Century development .

It would be good to see a roof garden secured with, solar panels and a youth center/cafe and skate park designed fencing and/or legal graffiti wall on the roof top of the main commercial building with external ramp and lift access. As this development is next to Alf Faulkner on Ivanhoe it would be good to see how these recreational facilities and green spaces can be linked more cohesively to the development and perhaps contribute more positively to the towns green ways and cycling access plan. It would be a shame to see this development go ahead in its current form with TOB selling land as it looks like it will suffer the same fate as this sites previous short-sighted, soon to be demolished incarnation. It would be nice to



think that this development could be a model of sustainable, affordable and community minded living for generation to come.

3

There is a need for more childcare facilities in the area with another proposed school not far in the newly established Caversham area that also has a brand new shopping centre. I don't feel another shopping center is required or would benefit in the Eden Hill area with so many other established shops in the adjacent area already.

Retirement housing could be a strong possibility for this land redevelopment having so many local shops, chemist, hairdressers and doctors surgeries close at hand in a quiet neighbourhood together with some more affordable housing for young growing families to enable diversity would be more needed and of benefit to the community.

4

Leasing the land rather than selling would improve the council's ability to guide how the larger site is developed and used, and can inspire a longer commitment from the adjoining owner. Having the Town as an ongoing stakeholder can also reassure the community that their interests are represented

5

Only sell if you have a watertight letter in writing that they will do what they say. Can you not compulsory acquire the Charlie Carters land at a fair price. Have lived in Eden hill over 50 years and we have put up with this (xxxxxxx) long enough

6

The only options are to sell or not. They do not cover the larger concerns in regards to enforcing redevelopment timeframes and outcomes. The Town has chosen a weak position in negotiations. There has been no discussion on what the new revenue would be allocated to nor what proportion would go towards Eden Hill specific redevelopment.

7

The information provided above suggests that the sale of the council owned land will expedite development of the site as a whole. Not only is this misleading - as the Town currently has no control over the developer's actions on the site - but means other possible actions are overlooked. I do not support sale of the land as currently proposed. I do support sale of the land AFTER the developer has received JDAP approval for development. In this instance, the town will retain some leverage and it may encourage the developer to move forward. If the developer does nothing, at least the Town can understand their true motivations without losing an asset.

8

With no guarantee that the developer will actually develop the site I think the shire is best to keep the land to do what they feel is best with it. Unfortunately after so many years of nothing being done and the developer having no care for the land I can't trust the developer.

9 The pending sale of council owned land at Lot 5 Morley Road East should be IMMEDIATELY SUSPENDED until (A) the Town of Bassendean adopts State Planning Policy 4.2 Activity Centres and Transit Corridors related to the Bassendean Activity Centre, and (B) proceeds to amend Local Planning Scheme 10 to reflect the higher densities possible for that part of the transit corridor along Ivanhoe Street to the intersection with Morley Road East, and subsequently, (C) such an amendment is approved by the WAPC. It is possible that Lot 5, Morley Road East may have a higher sale price based on the changed zoning status. Further, the intended use of such funds from the sale of Lot 5, Morley Road East should be quarantined to offset the costs of the proposed undergrounding of power or related agreed purposes of the Eden Hill community, and not added to the general consolidated revenue of the Town, which may fund projects not in Eden Hill and not acceptable to a majority of Eden Hill residents.

10 I initially provided feedback supporting the land sale however upon reading the additional information re development I don't agree with the conditions in their current format. Further development conditions should apply to the sale to ensure the buyer does not demolish the existing building and then leave the lot vacant well after the 3 years is up.

11 I support the investigation of alternative conditions of sale that would ensure the development of the Eden Hill site in a specified timeframe.

#### SALE OF PROPERTY BY PRIVATE TREATY: LOT 5 MORLEY DRIVE EAST, EDEN HILL

I refer to the notice of proposed sale by private treaty of Lot 5 Morley Drive East, Eden Hill (the 'Site') to Birmingham Properties Pty Lt, Ladrift Pty Ltd and Matax Pty Ltd (the 'Purchaser').

Please note that element represents Firmus Capital Pte Ltd ('Firmus' or 'Client') who own the Altone Shopping Centre located within the City of Swan. Our Client wishes to object to the proposed sale of the Site for reasons set out below.

#### Background

12 element has previously made a submission on the above-mentioned matter dated 4 September 2019. A copy of this submission is provided at Attachment A to this letter. In addition to these submissions, element also made a deputation to the Council at its agenda briefing session on the 10 December 2019 further objecting to the proposed sale of the Site.

While we understand that Council has formed the view that the proposed sale of the Site does not bind the Council to approve the Concept Plan put forward by the Purchaser, we still have significant concerns regarding the proposed sales process and contract as set out below.

#### Grounds for Objection

##### Retail Sustainability

We have previously objected on the basis that the Purchaser has made its intentions clear that it intends to develop the Site as part of a larger retail development that includes approximately 3,840sqm of shop-retail floorspace, inclusive of a full-line supermarket. The previously stated reasons for objecting to the sale are set out as

follows:

1. The Eden Hill Centre is recognised as a local centre within the Town's Local Planning Strategy and Local Commercial Strategy as endorsed by the Western Australian Planning Commission ('WAPC'). Local centres are limited to 1,500sqm of shop-retail floorspace and are intended to provide limited convenience retailing only. The Concept Plan envisages a Neighbourhood Centre scale shop-retail development, inclusive of a full-line supermarket. The Concept Plan is clearly inconsistent with the Town's strategic planning framework.
2. The Town's draft Local Economic Overview document identifies demand for a total of 366sqm shop retail floorspace within the Eden Hill Centre by the year 2031. This demand analysis confirms that Eden Hill is intended to function as a local centre providing convenience retail to local residents only. The document predicts that the majority of new shop-retail floorspace will be provided within the Bassendean Town Centre. Provision of approximately 3,800sqm of shop-retail floorspace at Eden Hill not envisaged by the planning framework has the potential to undermine the viability and growth of the Town Centre as demonstrated by the Economic Analysis Report prepared by Macroplan.
3. The proposed Concept Plan is clearly inconsistent with the objectives of the 'Local Shopping' zone, which seeks to protect the primacy of the Bassendean Town Centre as the principal centre in which shopping, entertainment, community and business uses should be contained. The 'Local Shopping' zone is intended for local centres which are designated to provide limited convenience retailing to a small local catchment.
4. The proposed Concept Plan is not supported by a Retail Sustainability Assessment as required by State Planning Policy 4.2. Notwithstanding, Firmus has engaged an independent economic analysis report which demonstrates that the Concept Plan as proposed will have a negative impact on the viability and hierarchy of the established network of activity centres, including our Client's Altone Park Shopping Centre.
5. If expenditure directed to the above centres is impacted to the extent indicated by the Macroplan report, this could result in the loss of existing retail offering within these centres, which will result in the deterioration in the level of services available to the local community and the ultimate undermining of the established activity centre hierarchy.
6. The suitability of the proposed Concept Plan including the built form outcomes envisaged for the site are uncertain given that it has not been supported by a Retail Sustainability Assessment and there is no basis to coordinate the future redevelopment of the site through a comprehensive structure planning process under the current 'Local Shopping' zone.
7. Any approval granted to develop the Eden Hill Centre in the manner intended by the Purchaser would be contrary to principles of orderly and proper planning, given the inconsistencies with the planning framework and the lack of justification from departing from it.

Whilst we appreciate that the Council is not fettered to consider the Purchaser's Concept Plan in the proposed sale of the lot, it is contrary to the principles of orderly and proper planning to facilitate the sale of land to a Purchaser whose intentions are to develop the lot contrary to the established planning framework.

Terms of Contract

We note that the terms of the proposed contract of sale includes a definition for 'Development' as "the construction of commercial and/or retail buildings and associated infrastructure and services on the Amalgamated land".

We foresee several issues with this. Firstly, the definition omits any reference to residential development of the site, which is considered to be an integral component of the Concept Plan to achieve a better built form outcome for the locality.

Furthermore, the special conditions of the contract of sale grant the purchaser complete discretion to pursue an alternate development outcome for the site. This does not protect the community's interest in ensuring that an appropriate and timely development outcome will be achieved for the Site.

We also note that one of the intended purposes of the contract is to require the amalgamation of the Site with the adjacent land owned by the Purchaser. The contract also provides for the Town to repurchase the Site should the development not proceed in a timely manner. However, if the land is first amalgamated before the Town enacts this clause of the contract, it may not be possible to repurchase the Site as it would no longer exist as a separable portion.

This uncertainty does not appear to pass the criteria previously agreed to by the Council at a previous meeting held on 23 April 2019, whereby Council sought to secure through any potential sale negotiations, firstly assurance for the community as to the ultimate development outcomes for the site, and secondly, arrangements to ensure that the land is developed in a reasonable timeframe.

These assurances are by no means secured under the current conditions of contract, given that neither the Council nor the Purchaser has sought to comprehensively address the issue relating to the amount of retail floorspace that is deemed acceptable for the Eden Hill site in accordance with the requirements of both the State and Town's own local planning framework.

Instead, any contract of sale should include the following conditions to provide Council and their community with a greater level of certainty that a specific and timely development outcome will be achieved:

1. that planning approval for a particular development (compliant with the applicable planning framework) is granted before title to the land is transferred, and the contract should include a mechanism governing the process for seeking planning approval within a reasonable timeframe;
2. that the contract of sale should be linked to a more specific definition of 'Development' (compliant with the applicable planning framework), and that any specific changes to the development should not be made without Council's consent in writing; and
3. that any amalgamation of the Site to occur after development approval is granted and following the transfer of titles have been transferred once development approval has been granted.

Compliance with Section 3.58 of the Local Government Act

In disposing of land, local governments are required to follow the process set out in Clause 3.58 of the Local Government Act 1995 (the 'Act'). Section 3.58 of the Act mandates that all of local government property is to be sold at public auction, either to the highest bidder or "the most acceptable tender", unless a detailed and transparent process is undertaken.

In following this transparent process, Clause 3.58 (4)(c)(i) of the Act requires a local

government to disclose the market value of the property "as ascertained by a valuation carried out not more than 6 months before the proposed disposition". The Council's notice of the proposed sale references a valuation undertaken by Landgate on the 8 July 2019 which was undertaken greater than 6 months ago and may not reflect current market value at the time of advertising the proposed sale. Furthermore, Council at its meeting held on 17 December 2019 did not expressly consider whether the Landgate valuation continued to reflect market value for the Site and it is therefore considered that compliance with Clause 3.58 has not been achieved.

Notwithstanding, Clause 3.58 establishes a preference for local government land to be disposed of by public auction as the best way to assess the market value of property. A public auction may attract interest from other entities that could result in a greater purchase price and/or a more appropriate development outcome for the site.

#### Conclusion

For the reasons set out in our submission, our Client objects to the proposed sale of the Site and will seek to object to any future development which would be seen to undermine the established retail activity centre hierarchy.

The Contract itself is insufficient on its present proposed terms to protect the public interest in a proper development of the Site, or retention of the Site if it is not implemented properly, or at all. There are many changes required to the terms of the Contract if that interest is to be protected, examples of which have been given above. As advised previously, our Client has significant concerns in respect to the development of a commercial/retail development on the Site. These concerns are made on the basis that the Concept Plan being sought to be implemented by the Purchaser is contrary to both LPS10 and SPP4.2.

The Macroplan retail assessment previously provided to the Town, demonstrates that the development as detailed in the Concept Plan would have a detrimental and unsustainable impact on several existing centres, including our Client's Centre at Altone Park and also Hawaiian at Bassendean. It can also be concluded that there is sufficient access to existing retail services in the catchment and there is not a demonstrated need for a new full-line supermarket at Eden Hill.

Finally, it is considered that Clause 3.58 (4)(c)(i) of the Local Government Act 1995 has not been complied with. In order to provide a more transparent process to the sale of the Site, we recommend that the Council proceeds to a public auction to test the market with respect to purchase price and also with respect to canvassing potential alternative development outcomes for the Site. We trust that our submission will be given due consideration by the Council. Should you have any queries or require clarification on any of the matters presented herein, please do not hesitate to contact (us).

#### LETTER OF OBJECTION

#### SALE OF PROPERTY BY PRIVATE TREATY: LOT 5 MORLEY DRIVE EAST EDEN HILL

- 13 element represents Hawaiian Investments Pty Ltd (Hawaiian) the owner of the Hawaiian Bassendean Shopping Centre at 2 West Road, Bassendean.

#### Background

element has previously made two submissions on the above-mentioned matter dated 4 September 2019 and 1 October 2019. A copy of those submissions are contained

within Annexure 1.

The Eden Hill Centre is located 1.5km north of Hawaiian's Bassendean Shopping Centre. The progression of the proposal for a commercial/retail development of 3,840m<sup>2</sup> including a supermarket arises significant concerns for our Client.

#### Proposed Sale

The sale of 5 Morley Drive East, Eden Hill is proposed to assist in the development of Lots 4 and 5 Morley Drive East into a Shopping Centre of 3,840m<sup>2</sup>. As we have previously detailed the proposed Shopping Centre should not be supported on the following grounds:

- Endorsement of the Concept Plan is inconsistent with the Town's LCS and LEO as the subject site is identified as a Local Centre and the proposed development is of a Neighbourhood Centre scale.
- The LEO identifies demand for a total of 366m<sup>2</sup> shop / retail floorspace within Eden Hill Centre by 2031. This demand analysis confirms that Eden Hill is intended to function as a Local Centre providing convenience retail to local residents only. Provision of approximately 3,840m<sup>2</sup> of shop-retail floorspace at Eden Hill is not envisaged by the planning framework and will undermine the viability and growth of the Town Centre.
- Approval of the Concept Plan is inconsistent with SPP4.2 as it would undermine the established and planned activity centre hierarchy. Activity centre structure plans and developments should be consistent with the centre's classification in the hierarchy.
- It is unclear as to the planning rationale or justification to facilitate a floorspace increase of over 10 times of the demand for such floorspace as set out within the LEO.
- The Concept Plan is significantly inconsistent with the objectives of the 'Local Shopping' zone as it will not maintain a retail hierarchy to ensure that the catchment of the Town Centre zone is not adversely affected.
- It is queried given the demand for shop / retail floorspace is only 366m<sup>2</sup> as set out within the LEO whether the development proposed within Concept Plan is deliverable.
- The Eden Hill locality can be serviced by an existing IGA Supermarket located within 870 metres of the subject site at the corner of Morley Drive East and Bottlebrush Avenue. If development proceeds on the subject site it would significant impact on the IGA Supermarket.
- Access is proposed from Morley Drive East which is an ORR under the MRS. New access to an ORR is unlikely to be supported in accordance with DC4.3.
- Approval of the proposal would be contrary to orderly and proper planning.
- There is no demonstrable market need and demand for the proposed 3,840m<sup>2</sup> neighbourhood centre, including a full-line supermarket of 3,200m<sup>2</sup>.

This is based on the following:

- Residents in the Eden Hill area already have convenient access to neighbourhood scale centres and full-line supermarkets. Within 2 km of the Eden Hill site, 95% of residents can travel to an existing activity centre (with a full-line supermarket) within 5 minutes. The average travel time for these residents is only 3 minutes.
- Within 3 km of the site of the proposed Eden Hill Village centre there are 7 supermarkets and the supply of supermarket floorspace in the region of relevance to Eden Hill is currently above the Perth average. With the addition of a 3,200m<sup>2</sup>

supermarket the provision of supermarket floorspace would be 24% above the Perth average. Residents therefore already have access to supermarkets and everyday shopping needs.

- The size of the potential catchment and market demand for the Eden Hill Village centre would not be large enough to adequately support the proposed centre.

In terms of the proposed sale of the land we have reviewed the special conditions of the contract of sale which were provided in Annexure 3 to the Agenda Report of the Briefing Session of 10 December 2019. On review of the contract of sale we understand that the purchaser must as soon as practicable arrange for the construction of the development including seeking all necessary approvals. The term 'development' is defined in the special conditions of the contract of sale. Development is defined as a commercial / retail development. The following concerns arise in respect to the requirement to build a commercial / retail development as follows:

- As set out in our previous advice the proposed Concept Plan prepared by the purchaser is contrary to the Town's Local Planning Scheme No.10 (LPS10) and State Planning Policy 4.2 Activity Centres for Perth and Peel (SPP4.2). Notwithstanding, the Town is indicating a requirement for the purchaser to construct a commercial / retail development. Thus, the sale of the land has the propensity to facilitate development of the land that is contrary to LPS10 and SPP4.2 having regard to the likelihood that

development will proceed on the basis of the Concept Plan.

- As demonstrated by the Urbis Preliminary Need and Demand Assessment there is no demonstrated market demand or need for a Shopping Centre. Thus, the Town's indication to the purchaser to construct a commercial / retail development which has no demonstrated need is not a preferable decision in respect to the future development of the land.

- Based on the proposed Concept Plan we envisage that any Development Application for the development will be determined by the Metro Central Joint Development Assessment Panel (JDAP). The Town's role will be limited to providing a Responsible Authority Report (RAR). Thus, the Town will not have a determinative role for the final development outcome for the site.

Further to the above, we note that the special conditions of the contract of sale do not require the purchaser to develop the residential component of the development which is shown on the Concept Plan. Moreover, as per the special conditions of the contract of sale the purchaser has the unfettered discretion to make changes to the development of the land provided the appropriate approvals are received. Thus, it appears that regardless of the intent for a commercial / retail development there is discretion available with the special conditions of sale to seek approval to develop some other type of development.

Compliance with Section 3.58 of the Local Government Act

In selling the land the Town is required to comply with Clause 3.58 of the Local Government Act 1995 (the Act). Clause 3.58 (4) (c) (i) requires that the details of the proposal sale for public advertising are to include a market valuation of the disposition as ascertained by a valuation carried out no more than six months before the proposed disposition. Based on the advice contained on the 'Have Your Say' website a valuation was obtained on 8 July 2019.

Therefore, it is considered that compliance with Clause 3.58 (4) (c) (i) has not been achieved.

#### Other Options

It is unknown as to whether the Town has sought interest from other parties in respect to purchasing the land in question which may yield a greater purchase price and deliver greater value to the Town. If this process has not been undertaken it would be prudent to do so.

#### Conclusion

element acts on behalf of Hawaiian in respect to the proposal sale of Lot 5 Morley Drive East, Eden Hill. For the reasons previously provided in submissions on the proposal our Client opposes the land sale and development of a Shopping Centre on the subject site. In addition to the above, based on a review of the special condition of sale taken from the Agenda Briefing Session of 10 December 2019 it is understood that the Town is indicating a requirement to the purchaser to construct a commercial / retail development. In addition, the purchaser has the unfettered discretion to make changes to the development of the land provided the appropriate approvals are received. Thus, it appears that regardless of the of the intent for a commercial / retail development there is discretion available with the special condition conditions of sale to seek approval to a develop some other type of development.

As advised earlier within this advice our Client has significant concerns in respect to the development of a commercial / retail development on the subject site. These concerns arise as the development proposed is contrary to both LPS10 and SPP4.2. In addition, there is no demonstrated need or demand for the proposal as advised by Urbis Preliminary Need and Demand Assessment. Thus, it is queried whether it is a preferable decision to sell the land to the purchaser for a commercial / retail development which is contrary to the Town's planning framework.

Finally, Clause 3.58 (4) (c) (i) of the Act has not been complied with. Thus, it is queried whether the requirements of 3.58 have been appropriately followed. Having regard to the above, it is requested that the sale of land to the purchaser not proceed. Should you have any queries or require clarification on any of the matters presented herein, please do not hesitate to contact (us).

- 14 Opportunity cost. Selling the land now makes it unavailable for use in the future. There is also no information on how the additional funds from the sale will be used by the town. If there is development in the adjacent land, there would be an opportunity for the town to integrate some community uses into the corner lot. If it's sold, it will probably become a fast food outlet or service station.

- 15 Quick, cheap and aesthetic fix: mulch and turn it into a fenced dog park. Add a few more native trees (think jacaranda) facing main road. Fencing neatens up the area and for a plot this small, it would be too crammed to build another shopping area as we gotta think about the parking and traffic flow coming from a 70km/h zone. Need more parks and flora as the name of the suburb aptly suggests... Eden Hill! Less concrete and more green parks! Only sell when a good sensible developer comes by years down the road, meanwhile a park space is the quickest and easiest fix.



16

The council is just being money hungry about the potential sale of the land, and the possible future development of the shopping centre. I do not support this development. Altone Road Mk2 in the making. As if we don't have enough shit in the area.

## No opinion stated for or against sale of land

The opportunity for submissions to be made regarding the proposed disposal of 246, Lot 5 Morley Drive East, Eden Hill, appears to have been presented in a leading manner and does not accurately represent the situation or council's options.

In the interests of transparency, the submissions opportunity should have been prefaced with an accurate description of how it came about - that in response to an officer's recommendation to an 'in principle agreement' to sell and give public notice of proposed disposal, the mayor proposed an alternate motion to give public notice only, which appears to be more in line with the Local Government Act 1995 Section 3.58. This is a critical insight as a layperson reading the description and provided documentation would be given the impression that no recommendation to agree to the offer has yet been raised - rather that the offer is only in the discussion stage and that public submissions will be taken into account. Council is under no obligation to act on community feedback to the proposal, another salient piece of information missing from the Yoursay forum.

1

The description of the land disposal further misleads readers, indicating that the proposal relates 'to the sale of the block only' with development subject to normal town planning application processes. As the offer of sale outlines, development is a condition of sale (see below) and so therefore does relate to the proposal. 'Normal town application processes' is a broad term, and fails to account for the Town's role in the JDAP that would assess development of the scale proposed in the concept plan for the amalgamated site, with any development decisions a result of the panel deliberation, not just council consideration.

The statement that 'the town has only limited influence over development time frames or outcomes of the abutting site' is just one of many comments from the December 2019 briefing session notes, and is arguably as worthy of mention as 'the council is under no obligation to sell the land', or concerns about reputational damage and an anticipated contentious development application process. The chosen statement presents a prejudgement of the situation, and fails to adequately represent all considerations of the briefing notes, let alone those of the proposed disposal.

It is common practice to discuss pros and cons, or benefits and disadvantages, rather than just one side of a situation as noted on the Yoursay page. This lack of balance in the proposal description demonstrates considerable bias for an affirmative response, and misses an opportunity to establish an open forum for discussion. The benefits are touted as being redevelopment, however as council is well aware, the adjoining property owner is motivated to develop with or without the sale of the Town's site, and

so really the sale is no guarantee of any kind of development and rather a ceding of opportunity to influence development.

The offer from the adjoining property owner should have been included in the document library, as it has already been made publicly available via the December 2019 briefing session attachments, with particular reference to the conditions proposed. Question 6 of the Yoursay frequently asked questions (When will the site be developed?) has been answered: 'That is at the landowner's discretion and is outside the Town's control.' This answer is misleading as outlined in Annexure A of the Special Conditions of Sale, the seller (the Town) has an option to re-purchase the land if development has not commenced, subject to various conditions. A further read of the condition 4 Option to Repurchase makes it clear that although face value may indicate an action the council can take, it would be a costly endeavour with the re-purchase price at least as much as the sale price, and with additional costs to be shouldered by the council to re-subdivide. This condition does not seem to serve the council at all, and should be at least amended to have no additional costs to the council to pursue, or to impose costs to the seller as recourse for lack of development and act as a deterrent for development delay.

The possible redevelopment scenario presented in the preliminary concept plans is so problematic that it should only be included as supporting documentation with considerable caveats (such as - glaring non-compliance issues indicate that a development application for such a proposal would be rejected, or at the very least require considerable amendments). Formal objections to the concept plan have already been brought to council, and outline areas of non-compliance with the concept - not least an over representation of commercial floor area in a vicinity with struggling shopping strips and well established shopping centres. Issues of non-compliance and objections to a preliminary concept plan are harbingers of the fraught development application process that is likely to ensue following lodgement.

It seems that while an affirmative position regarding the proposed sale is represented on the Yoursay page, an opportunity for the Town to have ongoing involvement in the proposed development of both sites PRIOR to a finalisation or agreement of terms and conditions of sale, has been overlooked. Given the scale of the concept plan development, and the inevitable assessment by JDAP and predicted rejection / extensive revision required, a condition such as 'offer acceptance is contingent on receipt of development approval for the amalgamated sites from the JDAP' could be proposed. Such a condition leaves the council free from a complete commitment to the sale, allows for a collaborative development design process, indicates to both the seller and DPLH that the council is motivated and supportive of development, and gives the seller impetus to progress from preliminary concepts to approvals. A precedent of similar conditions for private land sales is established, and with appropriate legal advice, such a condition would strengthen the council's position. Perhaps the most important outcome of such a condition (if it is appropriately explained) would be the reassurance for the community that the council truly has local interests at heart, and by being a stakeholder in more than one way for

redevelopment is increasing it's influence rather than minimising it with the current sale proposal.

Thank you for the opportunity to comment - I hope that the council considers all feedback with an even hand and takes the time to ensure that no options to improve the development possibilities for the sites are overlooked.

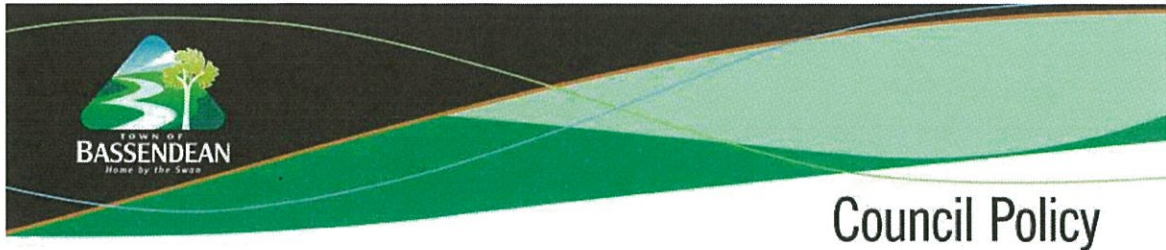
2 There is a need for more childcare facilities in the area with another proposed school not far in the newly established Caversham area that also has a brand new shopping centre. I don't feel another shopping center is required or would benefit in the Eden Hill area with so many other established shops in the adjacent area already.  
Retirement housing could be a strong possibility for this land redevelopment having so many local shops, chemist, hairdressers and doctors surgeries close at hand in a quiet neighbourhood together with some more affordable housing for young growing families to enable diversity would be more needed and of benefit to the community.

Given that TOB has signed up to ONE PLANET that the sale of land should be contingent on the new development meeting these guidelines. No compliance, no sale! From the online plans I see no evidence of solar power, grey water recycling, waste management, underground power and public gardens/park spaces being incorporated in the commercial or residential buildings. Yes there are trees in the parking areas but this is minimum requirement and given. All the residential building should be required to include grey water and solar/storage and meeting/pedestrian part of the traffic flow and feel of a 21 Centaury development .

3 It would be good to see a roof garden secured with, solar panels and a youth center/cafe and skate park designed fencing and/or legal graffiti wall on the roof top of the main commercial building with external ramp and lift access. As this development is next to Alf Faulkner on Ivanhoe it would it would be good to see how these recreational facilities and green spaces can be linked more cohesively to the development and perhaps contribute more positively to the towns green ways and cycling access plan.

It would be a shame to see this development go ahead in its current form with TOB selling land as it looks like it will suffer the same fate as this sites previous short-sighted, soon to be demolished incarnation. It would be nice to think that this development could be a model of sustainable, affordable and community minded living for generations to come.

# **ATTACHMENT NO. 2**



## LOCAL PLANNING SCHEME NO. 10

### LOCAL PLANNING POLICY NO. 17      GRADE SEPARATION AT THE CORNER OF GUILDFORD ROAD AND OLD PERTH ROAD

#### OBJECTIVE

To encourage grade separation between vehicles and pedestrians in any future developments on the corners of Guildford Road and Old Perth Road.

To encourage improved access from the Town Centre to the Train Station and to areas located on the northern side of the railway line.

#### APPLICATION

This policy applies to Lots 1,188,187 and 97 (No1) Old Perth Road Bassendean and Lot 355 (No 2) Old Perth Road Bassendean

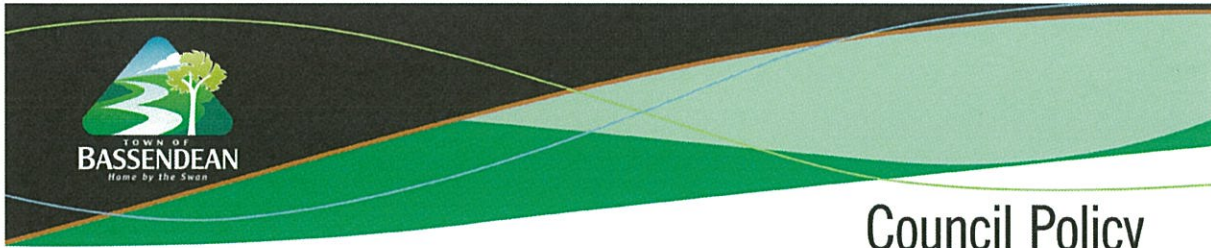
#### POLICY

The owners of properties located on the corner of Guildford Road and Old Perth Road are encouraged to investigate the possibility of incorporating an overpass to the Bassendean Train Station in any future redevelopment of those properties.

#### IMPLEMENTATION

This policy is advisory in nature and does not have any statutory force.

**ATTACHMENT NO. 3**



### LOCAL PLANNING SCHEME NO. 10

## LOCAL PLANNING POLICY NO. 13 – TREES ON DEVELOPMENT SITES

### Background

Trees provide environmental, health and amenity benefits in relation to solar screening, microclimate, carbon absorption, bird and animal habitat, air quality and visual attractiveness. Due to these benefits, trees can also enhance the monetary value of individual properties and the enjoyment of residing in a green, leafy neighbourhood.

Local Planning Scheme No. 10 (LPS10) promotes urban infill which contributes to the Town's sustainability commitment. However, while the Town of Bassendean is presently characterised by mature trees, an inevitable consequence of urban infill development is that only a very limited number of trees can be retained on development sites. While sharing the community concern about the loss of trees as a result of development, the Town takes a balanced approach to both urban infill development and tree preservation, as reflected in this Policy.

### 1.1 Citation

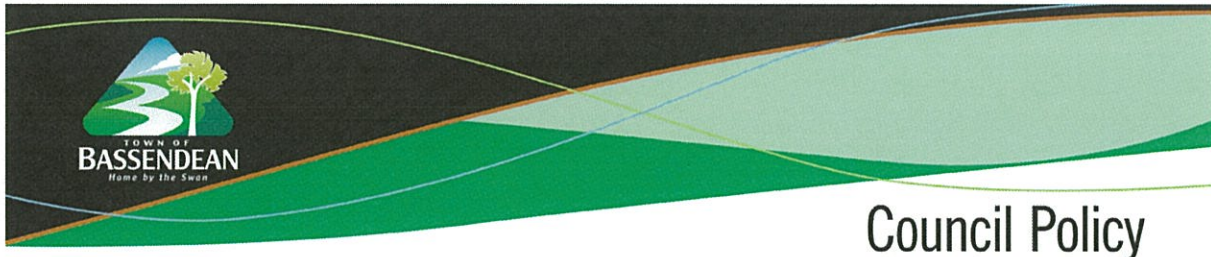
This Policy is adopted by the Town of Bassendean as a Planning Policy pursuant to Section 2.4 of Local Planning Scheme No .10.

### 1.2 Purpose

The purpose of this policy is to State Council's position on the retention of trees on development sites.

### 1.3 Application of this Policy

This policy applies to all applications that require planning consent under the Local Planning Scheme.



#### 1.4 Relationship to the Local Planning Scheme No 10, the Residential Design Codes of Western Australia and other Council policies

This policy compliments the Local Planning Scheme No 10, the Residential Design Codes of Western Australia. This policy should be read in connection with Council's Street Tree Removal and Replacement Policy and Amenity Tree Evaluation Policy which controls trees within the verge area adjoining development sites.

Under the Local Planning Scheme No. 10, each application for planning approval is to be accompanied by:

1. The existing and proposed ground levels over the whole of the land the subject of the application and the location, height and type of all existing structures, and structures **and vegetation proposed to be removed**; and
2. The nature and extent of any open space and landscaping proposed for the site.

Under the Residential Design Codes each application for planning approval is required to be accompanied by an existing site analysis plan showing:

1. The position, type and size of any tree exceeding 3.0m in height; and
2. The street verge, including footpaths, **street trees**, crossovers, power poles and any service such as telephone, gas, water and sewerage in the verge.

Note: Any development that proposes the removal of a street tree requires the planning approval of the Town of Bassendean.

#### 1.5 Additional requirements for Grouped and Multiple Dwelling Developments

The Residential Design Codes require the retention of existing trees which are greater than 3,0m in height in areas of open space associated with the development.



Where it is not possible to retain existing trees, due to the size of the trees, or their invasive nature and the development cannot be designed to retain those trees, Council will require the planting of suitable replacement advance specimen trees.

## **1.6 Tree Retention and Planting.**

Care should be taken with tree retention and planting to ensure that the existing trees, or new trees when reaching maturity will not affect building structures, driveways and infrastructure. As a general principle buildings should not be placed within the drip zone of the tree.

## **1.7 Variation to Local Planning Scheme and Residential Design Codes Standards**

Council will actively consider varying Scheme and Residential Design Code standards to assist with the retention of significant trees, providing the variation will not adversely affect the amenity of adjoining properties or streetscape character.

## **1.8 Tree Preservation Orders**

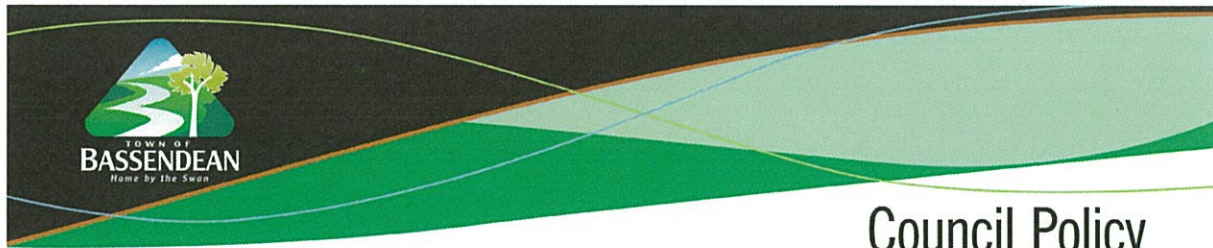
The Local Planning Scheme No. 10 gives Council the power to make tree preservation orders, having regard to a tree's aesthetic quality, historical association, rarity or other characteristics, which in the opinion of the local government, makes the tree worthy of preservation.

Any land owner or developer who allows a tree, the subject of a tree preservation order, to be cut or removed without the local government's consent, commits an offence under the Scheme and is liable for prosecution.

The Scheme also gives the power for Council to make a tree preservation order where there is a risk of imminent damage to a tree requiring an order to be made or amended as a matter of urgency, without consultation with the owner in advance.

## **1.9 Environmental Protection Act 1986**

Under the Environmental Protection Act 1986, which is administered by the Department of the Environment, a permit may be required to remove



native vegetation or a person wishing to remove a tree must qualify to clear under an exemption.

An exemption is a kind of clearing activity that does not require a permit. These exemptions are often referred to as the Schedule 6 exemptions and a set of regulations known as the Environmental Protection (Clearing of Native Vegetation) Regulations 2004. Some of the exemptions are listed below:

### **Clearing under the Planning and Development Act 2005**

This exemption allows clearing in accordance with a subdivision approved by the responsible authority under the *Planning and Development Act 2005*.

This includes clearing native vegetation for the purposes of:

- constructing roads to provide access to or within the subdivision;
- providing water services to the satisfaction of the Water Corporation;
- filling or draining the land in accordance with the specifications of the approval; and
- clearing within any building envelope described in the approved plan or diagram.

Most subdivision approvals do not explicitly authorise the clearing of native vegetation other than for the purposes outlined above.

### **Environmentally Sensitive areas**

The exemptions to obtain a permit do not apply if the site is within a gazetted environmentally sensitive area or is within a buffer zone of a conservation category wetland.

## **Local Planning Policy No. 13 - Tree Retention and Provision**

### **1. Policy Statement**

The Town recognises the increasing importance of retaining trees due to their amenity, environmental and health benefits. Trees assist in mitigating the impacts of the urban heat effect, reduce air pollution, improve groundwater quality and provide important habitats for wildlife.

Whilst Local Planning Scheme No. 10 provides statutory provisions relating to the retention of significant trees, this Policy seeks to encourage the retention of existing trees on development sites and increase the urban canopy cover as infill development occurs.

### **2. Policy Objectives**

- (a) To retain existing trees to maintain a local sense of place.
- (b) To increase canopy coverage and shade to provide amenity, environmental and health benefits.
- (c) To provide a framework for assessing whether a tree should be subject to a Tree Preservation Order.
- (d) To provide for the retention and planting of trees associated with development on privately owned land.
- (e) To outline the requirements for additional tree planting on privately owned land.

### **3. Application**

This Policy applies to:

- any assessment of whether a tree(s) should be subject to a Tree Preservation Order.
- all applications for subdivision involving residential-zoned land and/or residential development.
- all applications for development approval involving Single Houses and Grouped Dwellings, where the estimated cost of development is \$100,000 or more.

*Note: The requirements do not extend to applications for multiple dwellings as such development is assessed against State Planning Policy 7.3 – Residential Design Codes – Volume 2 – Apartments.*

### **4. Definitions**

Large Tree: *means a species of tree that has the potential to have a canopy diameter of greater than 9m.*

Medium Tree *means a species of tree that has the potential to have a canopy diameter of between 6m and 9m.*

Tree Growth Zone: *is an area provided to support healthy growth of a tree and is free from development or structures, including areas of hardstand.*

## **5. Policy Requirements**

### **5.1 Tree Preservation Orders**

Clause 4.7.7.2(i) of Local Planning Scheme No. 10 (LPS 10) provides the local government the ability to order the preservation and maintenance of a tree via a Tree Preservation Order.

In assessing whether a tree meets the characteristics prescribed by Clause 4.7.7.2(i) of the Scheme, Council will not support the establishment of a Tree Preservation Order unless the tree(s) meets at least one of the following criteria:

(a) Historical Association

Those trees that are of importance to the Aboriginal community, European significance, association with a significant heritage site, or commemorative plantings.

(b) Aesthetic Quality

Those trees that due to their context in and contribution to the landscape, are considered to be of aesthetic, location and/or landmark significance.

(c) Rarity

(i) Those trees that are of an outstanding size or age, horticultural significance, or contain curious growth forms.

(ii) Rarity is to be considered from a state-wide and Town of Bassendean context.

(iii) Outstanding size or age and horticultural significance is based on the size and age of the tree relative to normal mature size and age of trees for that species in the Town.

(iv) Curious growth forms include abnormal outgrowths, fused branches or unusual root structures.

(d) Other Significance

Other significance includes, but is not limited to, habitat significance. Although all trees have some habitat value, in undertaking assessments under this policy the habitat value of a tree is only deemed significant if it provides a breeding, feeding or roosting site regularly used by fauna protected under state or federal legislation.

## 5.2 Subdivision and Development

- (a) All applicable residential development will be required to incorporate at least one medium tree (or equivalent) for every 350m<sup>2</sup> of site area (rounded to the nearest whole number), with a minimum of one tree per lot. In this regard, a large tree is worth two medium trees.
- (b) Any required trees are to be provided prior to the occupation of the development and must be at a minimum 2m high and 100-litre pot size.
- (c) The number of trees required by Clause (a) may be reduced by two where a tree subject to a Tree Preservation Order or a medium or large tree is retained on site and protected by a Tree Growth Zone, subject to the submission of details of the proposed measures to protect the tree(s) identified on the site plan as outlined in *Australian Standard – AS4970-2009 - Protection of trees on development sites*.
- (d) Where an existing tree is retained under Clause (c), the Town will impose conditions on the relevant approval requiring:
- (i) the retention of the tree in perpetuity; and
  - (ii) a notification to be registered on the Certificate of Title under Section 70A of the Transfer of Land Act 1893 advising prospective purchasers that the site contains a tree which is required to be retained and protected from development works.
- (e) The relocation of existing trees to elsewhere on the same site will only be considered where:
- (i) a report by a suitably qualified arborist is provided to the satisfaction of the Town, demonstrating that the new location of the tree is suitable, and how the tree will be maintained in good health during and after relocation; and
  - (ii) a legal agreement has been prepared and executed at the landowner/applicant's cost to the satisfaction of Town, confirming maintenance arrangements and replacement of the tree in the event the tree does not survive.
- (f) The relocation of existing tree(s) into the Town's reserves (including within the road reserve) is not supported.
- (g) The trunks of all new and retained tree(s) are to be located in their own Tree Growth Zone that is free of development, structures and hardstand and meets the follows parameters:

Requirement	Large Tree	Medium Tree
Minimum horizontal area	64m <sup>2</sup>	36m <sup>2</sup>
Minimum horizontal dimension	6m	3m
Minimum depth (if on structure)	1,200mm	800mm

- (h) In supporting any subdivision that will create additional residential lots, the Town will recommend the imposition of a condition requiring satisfactory arrangements

being made to inform prospective purchasers of the requirements prescribed by this Policy.

### **5.3 Protection of Street Trees as part of Subdivision/Development processes**

- (a) Street trees will not be permitted to be removed to accommodate proposed crossovers and driveways unless otherwise approved by the Town, which will only be considered favourably where a report by a suitably qualified arborist is provided to the satisfaction of the Town, demonstrating that the tree is:
- (i) Dead, having less than 10% photosynthetic material or live tissue present in the canopy mass;
  - (ii) Diseased and unlikely to respond to treatment;
  - (iii) Structurally unsound to the extent it presents a danger to the community;  
or
  - (iv) A species declared a noxious weed.
- (b) Where removal of a street tree is approved by the Town, the landowner/applicant is responsible for the full cost of the pruning, removing and replacing any street tree in accordance with the Town's Amenity Tree Evaluation Policy.

## **APPLICATION**

<b>Directorate</b>	Community Planning
<b>Business Unit</b>	Development and Place
<b>Inception Date</b>	[Insert OCM RESOLUTION NO & DATE]
<b>Version</b>	
<b>Next Review Date</b>	[Insert date – maximum 2 years generally is considered good practice]

# **ATTACHMENT NO. 4**

**LOCAL GOVERNMENT ACT 1995**

**TOWN OF BASSENDEAN**

**ANIMALS, ENVIRONMENT, NUISANCE AND PESTS  
LOCAL LAW 2019**



**LOCAL GOVERNMENT ACT 1995**

**TOWN OF BASSENDEAN**

**ANIMALS, ENVIRONMENT, NUISANCE AND PESTS LOCAL LAW 2019**

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# LOCAL GOVERNMENT ACT 1995

## TOWN OF BASSENDEAN

### ANIMALS, ENVIRONMENT, NUISANCE & PESTS LOCAL LAW 2019

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Town of Bassendean resolved on XXXXXX to make the following local law.

#### Part 1 – PRELIMINARY

##### 1.1 Citation

This local law may be cited as the *Town of Bassendean Animals, Environment, Nuisance and Pests Local Law 2019*.

##### 1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

##### 1.3 Application

This local law applies throughout the district.

##### 1.4 Repeal

The *Town of Bassendean Health Local Law 2001*, published in the *Government Gazette* on 24 August 2001 is amended as follows:

- (a) delete Part 4, Division 1;
- (b) delete Part 4, Division 2; clauses 4.15 and 4.16;
- (c) delete Part 4, Division 3;
- (d) delete Part 5, Division 1;
- (e) delete Part 5, Division 2;
- (f) delete Part 5, Division 3;
- (g) delete Part 5, Division 4; and
- (h) delete Part 6.

##### 1.5 Interpretation

(1) In this local law, unless the context specifies otherwise—

**Act** means the *Local Government Act 1995*;

**affiliated person** means a person who is a member of a poultry or pigeon club incorporated under the *Associations Incorporation Act 2015*;

**authorised person** means a person appointed by the local government under section 9.10 of the LG Act to perform any of the functions of an authorised person under this local law caged;

**birds** includes budgerigars, canaries, finches, quail, doves and other small birds;

**Code of Practice—Pigeon Keeping** means the Code of Practice for Pigeon Keeping and Racing in Western Australia as prescribed by the *Animal Welfare (General) Regulations 2003* as amended from time to time;

**commercial vehicle** means a motor vehicle having a tare weight in excess of 3000 kilograms;

**commercial wrecking** means the activity of wrecking vehicles or machinery for the purpose of conducting a business by offering vehicles, machinery or parts thereof for purchase, trade, sale or gain;

**district** means the district of the local government;

**land** includes any building or structure on the land;

**local government** means the Town of Bassendean;

**lot** has the meaning given to it by the *Planning and Development Act 2005*;

**nuisance** means—

- (a) an activity or condition which is harmful or annoying and which gives rise to legal liability in the tort of public or private nuisance at law;
- (b) an unreasonable interference with the use and enjoyment by a person of his or her ownership or occupation of land; or
- (c) interference which causes material damage to land or other property on the land affected by the interference;

**occupier** means any person who is in control of any land or part of any land or authorised by the owner, lessee, licensee or any other person empowered to exercise control in relation to land to perform any work in relation to any land and includes a builder or contractor;

**other caged birds** includes parrots, galahs, corellas and the like;

**owner** where used in relation to land, has the meaning given by the *Local Government Act 1995*;

**permit** means a permit issued under this local law;

**pigeon** includes homing pigeons and other domesticated breeds of the species *Columba livia*, but does not include native pigeons or doves whether or not the keeping of such birds is subject to the approval of the Department of Biodiversity, Conservation and Attractions;

**poultry** includes fowls, peafowl, turkeys, geese, ducks, bantams and other domestic fowls;

**refuse** means any waste material including bricks, lime, cement, concrete, rubble, stones, iron, timber, tiles, bags, plastics, ashes, vegetation, timber, wood or metal shavings, sawdust, and waste food, and includes any broken, used, derelict or discarded matter;

**Regulations** means the *Local Government (Functions and General) Regulations 1996*;

**Schedule** means a schedule to this local law;

**thoroughfare** means any highway or thoroughfare which the public are entitled to use, including the verge and other things including bridges and culverts appurtenant to it;

**vehicle** means any motor vehicle, part of a motor vehicle in a state of disrepair or in the process of being wrecked whether licensed or not; and

**wreck** includes the dismantling, breaking up, storage and disposal of vehicles.

- (2) Any other expression used in this local law and not defined herein shall have the meaning given to it in the Act.
- (3) Where in this local law a duty, obligation or liability is imposed on an owner or occupier the duty shall be deemed to be imposed jointly and severally on each owner and occupier.

- (4) This local law is subject to sections 3.25, 3.27 and Schedules 3.1 and 3.2 of the *Local Government Act 1995* and any powers of entry exercised by this local government under this local law is subject to Part 3, Division 3, Subdivision 3 of the Act.

## Part 2—KEEPING OF ANIMALS

### *Division 1 - Keeping of animals and birds*

#### 2.1 Interpretation

In this division, unless the context otherwise requires -

**animal** includes cats, dogs, rabbits, ferrets or the like; and

**bird** includes but is not limited to poultry, galahs, parrots, corellas, cockatoos and other Australian native birds, budgerigars, finches, pigeons and doves or the like.

#### 2.2 Cleanliness

An owner or occupier of a premises, in or on which an animal or bird is kept shall –

- (a) keep the premises free from excrement, filth, food waste and all other matter which is, or is likely to become offensive or attract rats or other vectors of disease;
- (b) when so directed by local government, clean and disinfect the premises;
- (c) keep the premises, so far as possible free from flies or other vectors of disease, by spraying with a residual insecticide or other effective means; and
- (d) ensure the keeping of the animal or bird does not cause a nuisance and is not offensive or dangerous to health.

#### 2.3 Animal enclosures

- (1) A person shall not keep or cause, or permit to be kept, any animal enclosure on premises which are not effectively drained or of which the drainage flows to the walls or foundations of any building.
- (2) The local government may by notice in writing direct the owner or occupier require the surface of the ground of all enclosures used for the keeping of animals to be paved, graded and drained.

#### 2.4 Disposal of dead animals

An owner or occupier of land on which there is a dead animal shall immediately dispose of the dead animal in such a manner as not to cause or be a nuisance to any person.

### *Division 2 - Keeping of large animals*

#### 2.5 Interpretation

In this Division, unless the context otherwise requires –

**cow** includes an ox, calf, or bull;

**horse** includes an ass, mule, donkey or pony; and

**large animal** includes a pig, sheep, goat, deer, llama, alpaca or camel.

#### 2.6 Conditions for keeping of an animal

- (1) Subject to subclause (2) an owner or occupier of premises shall not keep or allow to be kept any horse, cow or large animal on those premises.

- (2) An owner or occupier of premises may upon written application to the local government, request permission to keep one or more sheep or horse. The number of sheep or horses permitted by the local government shall be at a rate not greater than one horse or sheep per 2000 square metres of land set aside for the exclusive use of the sheep or horse.
- (3) The owner or occupier of premises with approval to keep sheep or horses, shall provide for their use a stable or enclosure which shall:
  - (a) not be situated within 30 metres of a dwelling;
  - (b) be constructed of an impervious material; and
  - (c) have a floor, constructed of cement, concrete or other similar impervious material with the upper surface of which at least 75mm above the surface of the ground.
- (4) The owner or occupier of any premises on which a stable is located shall:
  - (a) maintain the stable in a clean condition, free of insect pests, rodents and offensive odour;
  - (b) when so directed in writing by an authorised person, clean, wash and disinfect the stable; and
  - (c) when so directed in writing by an authorised person, spray the stable or such parts as may be directed, with a residual insecticide.

*Division 3 - Keeping of poultry, pigeons and caged birds*

**2.7 Limitation on numbers of poultry and pigeons and caged birds**

- (1) An owner or occupier of premises shall –
  - (a) subject to paragraph 1(b), not keep a combined total of more than 12 poultry or caged birds or 6 ducks without the written approval of the local government, on any one lot of land;
  - (b) not keep more than 12 pigeons unless the owner or occupier is an affiliated person in which case the maximum number of pigeons may be increased to 75;
  - (c) subject to subclause (3), not keep any of the following:
    - (i) geese;
    - (ii) a turkey;
    - (iii) peafowl;
    - (iv) rooster; and
    - (v) other caged birds,on any land within the district.
- (2) The local government may either reduce the approved number of poultry, pigeons or caged birds kept by an owner or occupier, or ban the keeping of poultry, pigeons or caged birds by an owner or occupier, if the conditions of this Division are not complied with or if excessive noise is evident.
- (3) The local government may, upon written application to it, grant approval to a person who is the owner or occupier of premises to keep on those premises, either a goose, gander, turkey, peafowl, rooster or other caged birds.
- (4) A person who has been granted approval under subclause (3) hereof, to keep a goose, gander, turkey, peafowl, rooster or other caged birds, on the premises may do so only while he/she is the occupier thereof.
- (5) The local government may cancel the approval granted to an occupier under subclause (3) hereof, upon receipt of a justified complaint relating to the keeping of either a goose, gander, turkey, peafowl, rooster or other caged birds.

## 2.8 Conditions for keeping poultry in limited numbers

- (1) A person who keeps poultry or permits poultry to be kept shall ensure that –
  - (a) no poultry are kept within 9 metres of a neighbouring dwelling and 5 metres from an opening to a dwelling;
  - (b) no poultry approach within 9 metres of a public street, public building, commercial premises or food premises;
  - (c) all poultry are kept in an enclosure not closer than 1.2 metres to any property boundary, within which is a properly constructed, weatherproof structure for roosting, which shall:
    - (i) allow a minimum of 0.3 square metres of floor area per fowl;
    - (ii) have an impervious floor of 50 millimetre minimum thickness, graded to the front to facilitate easy cleaning;
    - (iii) be designed to allow easy access for cleaning; and
    - (iv) have the walls and roof constructed of an impervious material.
  - (d) all structures or enclosures within which poultry are kept are maintained at all times in a clean condition;
  - (e) the enclosures have an otherwise unobstructed area of at least 20 square metres; and
  - (f) the occupier shall clean and disinfect the enclosure, structure and surrounds, and trap or bait flies, rodents and other vectors of disease when so directed by an authorised person.
- (2) An owner or occupier of a premises, may upon written application to the local government, request permission to vary the provisions contained within 2.8(1) (a), (b), (c) and/or (e).
- (3) Local government may cancel the approval granted to an owner/occupier under subclause (2) hereof, upon receipt of a justified complaint relating to the conditions for keeping of poultry in limited numbers.

## 2.9 Conditions for keeping of pigeons in limited numbers

- (1) A person who keeps, or permits to be kept, pigeons shall ensure that:
  - (a) no opening to a pigeon loft, including openings for ventilation, is within 15 metres of a public street, public building, commercial premises or food premises;
  - (b) no opening to a pigeon loft, including openings for ventilation, is within 9 metres of any residential dwelling;
  - (c) no pigeon loft is located within 1.2 metres of a boundary of an adjoining property;
  - (d) all structures used to house pigeons shall be of sound, weatherproof construction, the framework and roost being of smooth sealed timber or metal, the walls and roof to be constructed of galvanised iron or other approved material, and the floor to be constructed in a manner and of a material which will facilitate the hygienic removal of waste matter, husks, seed, feathers, dead birds and faecal matter;
  - (e) bird cages, aviaries, lofts and surrounds shall be kept in a clean condition to the satisfaction of an authorised person;
  - (f) the occupier shall clean and disinfect cages, aviaries, lofts and surrounds, and trap or bait flies, rodents and other vectors of disease when so directed by an authorised person;
  - (g) the local government may, at its discretion, prohibit an owner or occupier exercising homing pigeons between specified hours of the day, if health or nuisance related problems become evident; and
  - (h) where there is any discrepancy between this clause relating to the Keeping of Pigeons, cage-birds and other cage-birds and the Code of Practice – Pidgeon Keeping the higher standard of construction and hygiene shall prevail.

## 2.10 Removal of non-conforming structure or enclosure

- (1) If a structure or enclosure is used for the keeping of poultry or pigeons contrary to the provisions of sections 2.8 and 2.9 respectively, the local government may by notice in writing direct the owner or occupier to take such actions as the authorised person considers necessary within the time specified in the notice.
- (2) Where a notice is issued under subclause (1), the requirements set out in the notice must be complied with within the period specified in the notice.

## 2.11 Restrictions on pigeon nesting or perching

- (1) The local government may by notice in writing direct the owner or occupier of a premises in which pigeons are in a habit of nesting or perching, to take such actions as the authorised person considers necessary to prevent them from continuing to do so.
- (2) Where a notice is issued under subclause (1), the requirements set out in the notice must be complied with within the period specified in the notice.

# Part 3— LANDCARE

## Division 1 – Liquid waste

### 3.1 Interpretation

In this division, unless the context otherwise requires:

**liquid refuse** includes all washings from windows and vehicles; overflow, bleed off, condensate and drainage from air conditioning equipment including cooling towers and evaporative coolers and any other liquid used for cooling purposes; and

**liquid waste** means bathroom, kitchen, scullery and laundry wastes, the contents of septic tanks, all washings from animal and poultry pens and any other domestic or trade wastes that are discharged by means of a drain to a receptacle for drainage.

### 3.2 Deposit of liquid refuse

An owner and/or occupier of land shall take reasonable steps to -

- (a) contain all liquid refuse on the land; and
- (b) ensure no liquid refuse is released or escapes from the land, whether by means of wind, water or any other cause.

### 3.3 Disposal of liquid waste

- (1) The owner or occupier of premises shall:
  - (a) provide one or more of the methods prescribed in this clause, for the disposal of all liquid waste produced on the premises; and
  - (b) at all times maintain in good working order and condition any apparatus used for the disposal of liquid waste.
- (2) Liquid waste shall be disposed of by one or more of the following methods:
  - (a) discharging it into the sewerage system of a licensed water service operator in a manner approved by the licensed water service operator;
  - (b) discharging it into an apparatus for the treatment of sewage and disposal of effluent and liquid waste approved by the Chief Health Officer or the local government; or
  - (c) collection and disposal at an approved liquid waste disposal site in a manner approved by the Chief Health Officer.



## *Division 2—Unsightly land and disused materials*

### **3.4 Removal of refuse and disused material**

- (1) The owner or occupier of a lot shall not keep, or permit to remain on the lot, any refuse, rubbish or disused material of any nature or kind which in the opinion of authorised person is likely to give the lot an untidy appearance and, or does not conform with the general appearance of other land in that part of the district.
- (2) The local government may by notice in writing direct the owner or occupier to take such actions as the authorised person considers necessary to remove of refuse, rubbish or disused material from the lot within the time frame specified in the notice.

### **3.5 Removal of unsightly overgrowth of vegetation**

- (1) The owner or occupier of a lot shall not permit to remain on a lot any unsightly overgrowth of vegetation that gives the lot an untidy appearance and does not conform with the general appearance of other land in that part of the district.
- (2) The local government may give notice in writing to the owner or occupier of a lot to take such actions as the authorised person considers necessary to remove the overgrowth of vegetation within the time specified in the notice.

### **3.6 Storage of vehicles and machinery**

The owner or occupier of a residential lot shall not –

- (a) store any vehicle, part or body of a vehicle, vessel or machinery in a state of disrepair;
- (b) allow to remain on any land, a vehicle, part or body of a vehicle, vessel, or machinery in a state of disrepair;
- (c) wreck, dismantle or break up any vehicle, part or body of a vehicle, vessel or machinery; unless-
  - (i) inside a building; or
  - (ii) within an area enclosed by a fence or wall not less than 1.8 metres in height and of such a nature as to screen all vehicles, parts of bodies of vehicles or machinery from the street and from adjoining properties; or
- (d) wreck, dismantle or break up a vehicle, vessel or machinery so as to cause a nuisance.

### **3.7 Commercial wrecking of vehicles**

An owner or occupier of land in the district must not undertake, permit or suffer the commercial wrecking of vehicles on that land, without first having obtained written approval from the local government.

### **3.8 Disposing of disused refrigerators or similar containers**

A person shall not place, leave or dispose of a disused refrigerator, ice-chest, ice-box, trunk, chest or other similar article having a compartment which has a capacity of 0.04 cubic metres or more on any land without first removing every door and lid and every lock, catch and hinge attached to a door or lid or otherwise rendering every door and lid incapable of being fastened.

## **Division 3 – Swimming pool backwash management**

### **3.9 Disposal of swimming pool backwash**

The owner or occupier of land on which a swimming pool is constructed shall ensure that backwash is not permitted to discharge onto or run-off onto adjacent land.

## Part 4—NUISANCES

### *Division 1—Light*

#### **4.1 Use of exterior lights**

An owner or occupier of land on which floodlights or other exterior lights are erected or used shall not allow the floodlights or other exterior lights to shine directly onto any other premises.

#### **4.2 Emission or reflection of light**

An owner or occupier of land shall ensure that—

- (a) artificial light is not emitted or reflected from anything on the land so as to illuminate premises outside that land at a level that interferes unreasonably with normal daily activities; and
- (b) natural light is not reflected from anything on the land so as to create or cause a nuisance to the occupier of any other premises or to a person lawfully using a thoroughfare.

#### **4.3 Notice may require specified action to prevent emission or reflection of light**

(1) Where—

- (a) floodlights or other exterior lights shine directly onto any other premises;
- (b) artificial light is emitted or reflected from anything on the land so as to illuminate premises outside the land that interferes unreasonably with normal daily activities; or
- (c) natural light is reflected from anything on the land so as to create or cause a nuisance to the occupier of any other premises or to a person lawfully using a thoroughfare,

the local government may by notice in writing direct the owner or occupier to take such actions as the authorised person considers necessary within the time specified in the notice.

(2) The notice referred to in subclause (1) may direct that—

- (a) floodlights or other exterior lights are used only during the hours specified in the notice;
- (b) the direction in which the lights shine be altered as specified in the notice;
- (c) any reflective surfaces be painted or otherwise treated so as to abate the nuisance; or
- (d) any combination of these measures that the local government believes to be appropriate to the circumstances.

### *Division 2—Smoke, fumes, odours and other emissions*

#### **4.4 Escape of smoke, fumes, odours and other emissions**

- (1) An owner or occupier of land or premises shall take all reasonable steps not to cause or permit the escape of smoke, fumes or odours from the land or premises in such quantity or of such a nature as to cause or to be a nuisance to any person.
- (2) Subclause (1) does not apply to odour from the use of organic fertilisers applied in accordance with the product label or in the case of bulk fertiliser in a manner as to minimise nuisance.

## Division 3 – Commercial vehicle noise

### 4.5 Commercial vehicle noise from residential land

A person shall not start or drive a truck on land or adjacent to land which is zoned, approved or used for residential purposes between the hours of 10.00 pm and 7.00 am on the following day without first obtaining the written approval of the local government.

### *Division 4—Bird nuisance*

### 4.6 Restrictions on feeding of birds

- (1) A person shall not feed a pigeon, dove, ibis, raven, corella, lorikeet or other wild bird so as to cause a nuisance.
- (2) Where an authorised person forms the opinion that a person has not complied with subclause (1) the local government may give notice to a person requiring the person to clean up and properly dispose of any feed or waste products specified in the notice.

## Part 5— PEST CONTROL

### *Division 1 – Flies*

### 5.1 Interpretation

In this Division, unless the context otherwise requires:

"flies" means any of the two-winged insects constituting the order *Diptera* commonly known as flies.

### 5.2 Fly breeding matter not to be left on premises unless covered or treated

An owner or occupier of premises shall not place, throw or leave, or permit or cause to be placed, thrown or left, in, on, or about the premises any matter or thing which is liable to attract, or be a breeding place for flies unless that matter or thing is covered, protected, treated or dealt with in such a manner as to effectively prevent it from attracting or being a breeding place for flies.

### 5.3 Measures to be taken by an occupier

An occupier of premises shall ensure that:

- (a) rubbish receptacles are kept clean and tightly sealed at all times except when refuse is being deposited or emptied;
- (b) food scraps and uneaten animal and bird food are wrapped tightly and deposited in a rubbish receptacle without delay;
- (c) lawn clippings used on gardens as mulch are raked out thinly;
- (d) fertilisers are dug well into the soil;
- (e) compost heaps are kept well covered;
- (f) barbecues are kept clean and free from food scraps;
- (g) anything that is buried and may attract or be a breeding place for flies is covered with at least 200 millimetres of soil and compacted; and
- (h) excrement from pets is collected and properly disposed of without delay.

### 5.4 Local government may give notice directing measures to be taken

Where in the opinion of an authorised person flies are prevalent or are breeding on any premises, the local government may give to the owner or occupier of the premises a notice in writing directing him or her to take, within the time specified in the notice, such measures as in the opinion of the authorised person are necessary to:

- (a) control the prevalence of flies;
- (b) effect the eradication of flies; and
- (c) effectively prevent the breeding of flies.

### *Division 2 – Mosquitoes*

#### **5.5 Interpretation**

In this Division, unless the context otherwise requires:

**mosquitoes** means any of the two-winged insects constituting the family *Diptera Culicidae* commonly known as mosquitoes.

#### **5.6 Premises to be kept free of mosquito breeding matter**

An owner or occupier of premises shall keep the premises free of:

- (a) refuse; and
- (b) water located so as to be, liable to become the breeding place of mosquitoes.

#### **5.7 Measures to be taken by an owner or occupier**

An owner or occupier of premises:

- (a) where there is a fountain, pool, pond or excavation of any kind which contains water suitable for the breeding of mosquitoes, shall keep the water:
  - (i) stocked with mosquito predatory fish; or
  - (ii) covered with a film of petroleum oil or other larvicide; and
- (b) where there is a water tank, well, cistern, vat or barrel, shall:
  - (i) keep it protected with a mosquito-proof cover; and
  - (ii) screen all openings, other than the delivery exit, with wire mesh having openings no larger than 1.2 millimetres.

#### **5.8 Drains, channels, compensating basins and septic tanks**

An owner or occupier of land shall:

- (a) cause all drains, channels and compensating basins in or on the land to be kept in good order and free of mosquito larvae; and or
- (b) where a septic tank is installed on the land:
  - (i) apply an approved larvicide according to the directions on the container, into the septic tank system, whenever directed to do so by the local government.
  - (ii) provide, and keep in sound condition at all times, wire mesh having openings no larger than 1.2 millimetres covering any inlet vent to the tank.

#### **5.9 Drainage of land**

An owner or occupier of land upon which there is water liable to become a breeding place for mosquitoes shall, when required by the local government, effectively drain the land and, for that purpose, shall:

- (a) make or provide drains on the land;
- (b) remove all irregularities in the surface of the land;
- (c) if necessary, adjust the surface of the land or raise the level of the surface in such a manner that:

- (i) the water on the land may flow into the drains without obstruction; and
- (ii) no water shall remain on any portion of the land other than the drains; and
- (d) keep all drains in good order and free from obstruction.

### 5.10 Swimming pools

Where there is a swimming pool on any premises where the circulation system does not function, or has not been used such that the pool water is green or stagnant and suitable for the breeding of mosquitoes, the owner or occupier shall when required by a notice issued by the local government:

- (a) re-activate the pool circulation system within a time specified and operate it so that the water is filtered for as many hours as may be specified; and/or
- (b) chlorinate and adjust pH of the pool to:
  - (i) 4 milligrams per litre free chlorine; and
  - (ii) pH within the range 7.2 to 7.6; or
- (c) empty or drain the pool; or
- (d) pour up to 1 litre of paraffin oil or kerosene onto the water surface of the pool; and
- (e) maintain the pool water free of mosquito breeding.

### *Division 3 – Rodents*

### 5.11 Interpretation

In this Division, unless the context otherwise requires:

**rodents** means those animals belonging to the order *Rodentia* and includes rats and mice but does not include animals (other than rats) kept as pets in an enclosure designed for the purpose of keeping as pets animals of that kind.

### 5.12 Measures to be taken to eradicate rodents

- (1) An owner or occupier of premises shall at all times take effective measures to eradicate any rodents in or on the premises.
- (2) Without limiting the generality of subclause (1), an owner or occupier of premises, whenever there are indications of the presence of rodents in, on or about the premises, and while such indications continue, shall:
  - (a) take effective measures to keep the premises free from rodents including:
    - (i) protecting food stuffs;
    - (ii) using a rodenticide bait or a properly baited trap; and
    - (iii) preventing rodents having access to water on the premises;
  - (b) inspect daily each rodenticide bait or trap used and, whenever a rodent is found, shall:
    - (i) if it is not already dead, kill it immediately; and
    - (ii) dispose of the carcass in such a manner as will not create a nuisance; and
  - (c) take whatever measures for the eradication of rodents as an authorised person may from time to time direct.

### 5.13 Waste food etc.

An owner or occupier of premises shall:

- (a) not store, or allow to be stored, on any premises, any food, refuse or other waste matter unless it is contained in a rodent proof receptacle or compartment; and
- (b) follow any direction of the authorised person to dispose of fallen fruit, nuts or seed.

### 5.14 Restrictions on materials affording harbourage for rodents

- (1) An owner or occupier of premises shall cause:
  - (a) any part of the premises; or
  - (b) any material, sewer, pipe or other thing in or on the premises, that might afford access or harbourage to rodents to be altered, repaired, protected, removed or otherwise dealt with so as to prevent it being used as access for or harbourage of rodents.
- (2) The local government may by notice direct, an owner or occupier of premises to take whatever action that, in the opinion of an authorised person, is necessary or desirable to prevent or deter the presence of rodents in or on the premises.
- (3) An owner or occupier of premises shall comply with a notice from, and within the time allowed by local government under this clause.

#### *Division 4 – Cockroaches*

##### **5.15 Interpretation**

In this Division, unless the context otherwise requires:

***cockroach*** means any of the various *orthopterous* insects commonly known as cockroaches.

##### **5.16 Measures to be taken to eradicate cockroaches**

- (1) An owner or occupier of premises shall take effective measures to eradicate any cockroaches in or on the premises.
- (2) Without limiting the generality of sub-clause (1), an owner or occupier of premises, whenever there are any indications of the presence of cockroaches in, on or about the premises, and while such indications continue, shall take effective measures to keep the premises free from cockroaches including:
  - (a) washing and storing, immediately after use, cooking and eating utensils;
  - (b) wrapping and depositing in a rubbish receptacle without delay all food scraps, uneaten pet food and garbage; and
  - (c) whenever required by local government, treating any area with baits or other methods to eradicate cockroaches.

#### *Division 5 - European Wasps*

##### **5.17 Interpretation**

In this Division, unless the context otherwise requires:

***European Wasp*** means a wasp *Vespula germanica*.

##### **5.18 Measures to be taken to keep premises free from European wasp nests**

An owner or occupier of premises shall ensure that the premises are kept free from European Wasp nests and shall:

- (a) immediately notify the local government of any wasp nest in, on or about the premises that is suspected to be a European Wasp nest;
- (b) follow any direction of an authorised person for the purpose of destroying the wasps and their nest; and
- (c) assist an authorised person to trace any nest that may be present in, on or about the premises.

## **Part 6—OBJECTIONS AND APPEALS**

### **6.1 Objections and appeals**

When the local government makes a decision under this local law as to whether it will -

- (a) grant a person a permit or authorisation;
- (b) vary or cancel a permit or authorisation; or
- (c) give a person a notice,

the provisions of Division 1 of Part 9 of the Act and regulation 33 of the Regulations shall apply to that decision.

## **Part 7 – ENFORCEMENT**

### *Division 1 – Notices given under this local law*

#### **7.1 Notice of breach**

- (1) Where a breach of any provision of this local law has occurred, the local government may give a notice in writing to the person alleged to be responsible for such a breach.
- (2) A notice issued pursuant to subclause (1) shall—
  - a) specify the provision of this local law which has been breached;
  - b) specify the particulars of the breach; and
  - c) state the manner in which the recipient is required to remedy the breach to the satisfaction of the local government within a time period stipulated in the notice which shall be not less than 7 days from the giving of the notice.
- (3) It is an offence to fail to comply with a notice issued by the local government pursuant to subclause (1).

#### **7.2 Form of notices**

Where this local law refers to the giving of a notice other than the giving of an infringement notice and no particular form is prescribed, it will be sufficient that the notice be in writing giving sufficient details to enable the owner, occupier or other person to whom the notice is issued to know the offence committed and the measures required to be taken or conditions with which compliance is required, as the case may be.

### *Division 2 – Offences and Penalties*

#### **7.3 Offences and penalties**

- (1) A person who—
  - (a) fails to do anything required or directed to be done under this local law;
  - (b) fails to comply with the requirements of a notice issued under this local law by the local government; or
  - (c) does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) Where, under this local law, an act is required to be done or forbidden to be done in relation to any land or premises, the owner or occupier of the land or premises has the duty of causing to be done the act so required to be done, or of preventing from being done the act forbidden to be done.
- (3) A person who commits an offence under this local law is liable to a maximum penalty of \$5000 and where the offence is of a continuing nature a maximum daily penalty of \$500 in

**Schedule 1 – Prescribed Offences  
[Clause 7.4]**

Item	Clause	Description of offence	Modified penalty - first offence	Modified penalty - subsequent offence
1.	2.2	Failing to keep an animal or bird in accordance with a condition of this local law	\$250	\$500
2.	2.3(1)	Failing to maintain an animal enclosure	\$250	\$500
3.	2.4	Failing to immediately dispose of a dead animal in a manner as not to cause a nuisance	\$250	\$500
4.	2.6	Failing to keep an animal in accordance with conditions of this local law	\$250	\$500
5.	2.7(1)(a)	Keeping more than 12 poultry or caged birds	\$250	\$500
6.	2.7(1)(c)	Keeping of a goose or gander, turkey, peafowl, rooster or other caged without written permission of the local government	\$250	\$500
7.	2.8	Failing to keep poultry in accordance with conditions of this local laws	\$250	\$500
8.	2.9	Failing to keep pigeons in accordance with conditions of this local laws	\$250	\$500
9.	2.10(2)	Failing to comply with a notice to remove non-conforming structure or enclosure	\$250	\$500
10.	2.11(2)	Failing to comply with a notice issued to prevent pigeons nesting or perching	\$250	\$500
11.	3.2	Release of liquid refuse from the land	\$250	\$500
12.	3.3(2)	Failing to dispose of liquid waste in an approved manner	\$250	\$500
13.	3.4(1)	Keeping or allowing to be kept on a lot refuse, rubbish or disused material giving the land an untidy appearance	\$250	\$500
14.	3.5(1)	Keeping or allowing to be kept on a lot unsightly overgrowth of vegetation giving the land an untidy appearance	\$250	\$500
15.	3.6(a)	Storing on a lot a vehicle, part or body of a vehicle or machinery in a state of disrepair	\$250	\$500
16.	3.6(b)	Storing or allowing to remain on land, a vehicle, part or body of a vehicle or machinery in a state of disrepair	\$250	\$500
17.	3.6(c)(i)	Wreck, dismantle or break up any vehicle part or body, vessel or machinery not inside a building	\$250	\$500
18.	3.6(c)(ii)	Wreck, dismantle or break up any vehicle part or body, vessel or machinery not behind a sufficient fence or wall	\$250	\$500
19.	3.6(d)	Wrecking, dismantling or breaking up a vehicle, vessel or machinery so as to cause a nuisance	\$250	\$500
20.	3.7	Commercial wrecking of vehicles on land without local government approval	\$250	\$500
21.	3.8	Disposing of disused refrigerator or similar container with door or lid that can be fastened	\$250	\$500
22.	3.9	Discharging swimming pool backwash onto adjacent land	\$250	\$500



23.	4.1	Erection or use of lighting installations other than in accordance with this local law	\$250	\$500
24.	4.2(a) & (b)	Permit the emission or reflection of light	\$250	\$500
25.	4.4(1)	Allowed the escape of smoke, fumes, odour and other emissions so as to cause a nuisance	\$250	\$500
26.	4.5	Use of a commercial vehicle other than in accordance with this local law	\$250	\$500
27.	4.6(1)	Feeding a bird so as to cause or create a nuisance	\$250	\$500
28.	5.2	Failing to keep premises free of fly breeding matter	\$250	\$500
29.	5.3	Failing to comply with conditions of this local law preventing fly breeding	\$250	\$500
30.	5.6	Failing to keep premises free of mosquito breeding matter	\$250	\$500
31.	5.7	Failing to comply with a condition of this local law to prevent mosquito breeding	\$250	\$500
32.	5.8	Failing to maintain a drain, channel, compensating basin or septic tank in accordance with a condition of this local law	\$250	\$500
40.	5.9	Failing to drain land	\$250	\$500
41.	5.10	Failing to comply with a notice of the local government	\$250	\$500
42.	5.12(1)	Failing to take effective measures to eradicate rodents in or on the premises	\$250	\$500
43.	5.12(2)	Failing to take measures to eradicate rodents in accordance with this local law	\$250	\$500
44.	5.13(a)	Failing to prevent access by rodents to waste food, refuse or other waste	\$250	\$500
45.	5.13(b)	Failing to follow a direction to dispose of fallen fruit, nuts or seed	\$250	\$500
46.	5.14(1)	Failing to alter, repair, protect, remove or otherwise deal with part of a premises or other thing on the premises used as access for or harbourage of rodents	\$250	\$500
47.	5.16(1)	Failing to take effective measures to eradicate cockroaches	\$250	\$500
48.	5.18	Failing to ensure premises is free of European Wasp nests	\$250	\$500

Dated:

The Common Seal of the Town of Bassendean was affixed by authority of a resolution of the Council in the presence of—

\_\_\_\_\_  
R. McLENNAN Mayor.

\_\_\_\_\_  
P. MABBS Chief Executive Officer.

## SUMMARY OF SUBMISSIONS

Submitter No.	Nature of Submission	Responses from the Town
1	<p><b>Do not object</b></p> <p>1. I think reducing the number of birds to 12 is sound however the wording is still open to interpretation - if the chook's nesting enclosure is 1.2m from the property line but they allowed to run around the property that puts them often in a space against property lines. I would say that that means many people would be in breach if they have long runs / allow their birds to free range.</p>	<p>1. The local law requires poultry to be confined to their enclosure, constructed not less than 1.2m to the property boundary. The local law also requires poultry to be confined to the enclosures as the practice of 'free ranging' leads to birds entering neighbouring properties, damage to garden beds and plants, noise and the fouling of surfaces.</p>
2	<p><b>Objection</b></p> <p>1. Clause 2.8 (a) 9m to a neighbouring dwelling seems unnecessarily excessive; if a householder only wants to keep a small number of smaller breed of chickens, and especially as the size of blocks is shrinking and neighbouring properties could be built ~1m from the boundary - thus the land size required could be larger than the average block in the town.</p> <p>2. Clause 2.8 (c) The proposed laws do not seem to include the use of a raised structure, instead they specify that a 50mm thickness base be built in the ground. A raised structure is easier to keep clean, discourages rats and other vermin and can provide the chickens with additional day time shelter.</p> <p>3. Clause 2.8 (e) A requirement of 20sq m seems excessive, especially if only 3 or 4 chickens are being kept.</p> <p>4. Clause 3.1 this seems to preclude the use of grey water for watering the garden which is good for the environment if eco-friendly detergents are used. I believe that this clause should be reworded to allow for that use.</p>	<p>1. Clause 2.8(2) allows for an owner or occupier to make application to the Local Government to vary the setback requirements of clause 2.8 (a), (b), (c) &amp; (e). Upon application, site specific factors can be assessed as well as the level of support of neighbours.</p> <p>2. Refer to response provided in point 1.</p> <p>3. Refer to response provided in point 1.</p> <p>4. The provisions relating to the use of grey water remains unchanged from the existing Health Local Law and continues to be permitted under the new local law. It should be noted however, that the <i>Health</i></p>

Submitter No.	Nature of Submission	Responses from the Town
		<i>(Miscellaneous Provisions) Act 1911</i> requires greywater to be applied through bucketing by hand or an approved greywater system.
3	<p><b>Objection</b></p> <ol style="list-style-type: none"> <li>1. The justification for reducing the total number of chickens permitted on one property is that "average" lot sizes have reduced. This assumes a one size fits all approach which makes no sense if you have a large block, particularly if it is surrounded by other large blocks. Provision should be made for larger block sizes to be allowed to support more chickens.</li> <li>2. With regards to setbacks, 9m from any road is unreasonable, particularly if someone lives on a corner block.</li> <li>3. Requiring chicken housing to have a concrete floor is not always suitable for backyard chickens. A concrete floor is a permanent structure. In the case of a change of use at an adjoining property (as has occurred at our own place with a new house being constructed only 3m from rear boundary) this structure would then become redundant. Hard concrete floors do not allow for the "deep litter" style of poultry keeping, which is more ecologically beneficial as litter absorbs moisture &amp; reduces odours and can be safely composted into soil conditioner. The process of hosing out a concrete floor renders manure soluble so it can pollute groundwater. This may be suitable in a commercial factory farming situation, with large buffer zones, where high density and large numbers of poultry which are unable to go outdoors, dust bath etc. can be susceptible to pathogens and epidemics requiring complete sterilisation of a facility. Backyard chickens have access to sunshine, exercise, socialisation and fresh greens so tend to be in far better condition and with stronger immune systems.</li> </ol>	<ol style="list-style-type: none"> <li>1. Clause 2.7(1)(a) allows for the keeping of more than 12 poultry subject to the approval of the local government. The approval process will consider the lot size, number of birds and the proximity of the poultry enclosure to neighbouring dwellings.</li> <li>2. Clause 2.8(2) has been amended to allow an owner or occupier to apply to vary the setback distance to a road.</li> <li>3. The local law requires only the roosting area to have a constructed hardstand to assist with the collection and disposal of manure. Concrete slabs/pavers will satisfy the requirement whilst being both cheap and temporary in nature. A concrete floor does not prevent 'deep litter' style poultry keeping, in fact commercial operators operating a deep litter operation have an impervious concrete floor on which wood dust is applied. Over time this wood dust mixes with the waste including manure, feathers, food waste etc. to form deep litter.</li> </ol>

Submitter No.	Nature of Submission	Responses from the Town
	<p>4. The draft law makes no reference to "free ranging" chickens.</p> <p>5. The draft law makes no reference to portable / mobile poultry housing such as "chicken tractors". These are readily available as an off-the-shelf item at Bunnings &amp; rural supply stores. Chicken tractors are a very environmentally beneficial way to keep chickens as they move around frequently, always to fresh ground. This eliminates the build-up of manure, and breaks the lifecycle of parasites (fleas, worms) if they may be present. Anyone who has kept chooks will know that even one chicken can, in time, transform a whole yard into a dust bowl as it is their natural behaviour to constantly dig up &amp; turn over fresh ground. Managing this behaviour with a tractor system is better for the chickens and the garden as there will always be fresh ground available and recovery time for the plants chickens like to nibble on. The chicken's manure is also in a predictable location and less likely to be tracked around.</p> <p>6. The draft law mentions protection from predators but should also include protection from scavengers, such as ravens. If ravens have access to a chicken pen they will steal eggs, and use the water bowl to soften stale bread, fouling the water. Bird netting or similar to keep ravens and doves out is advisable</p>	<p>4. The local law requires poultry to be confined within their enclosure. The 'free ranging' of poultry regularly leads to birds roaming into neighbouring properties where they damage garden beds and plants, create noise and foul surfaces.</p> <p>5. Clause 2.8(2) has been amended to allows an owner or occupier the ability to apply to vary the requirements relating to enclosures, at which time an assessment of the type of enclosure and management practices can be undertaken.</p> <p>6. The comment is noted, however, it is beyond the scope of the local law to consider the welfare and wellbeing of poultry. The local law relates to managing nuisance.</p>

Submitter No.	Nature of Submission	Responses from the Town
	<p>7. The draft law mentions roosters. It is the opinion of many local residents that people should be permitted to keep a rooster so long as there are no substantiated complaints. Areas of Bassendean are subject to a considerable amount of noise pollution due to proximity to the airport. The airport noise, and barking dogs, both occur at all hours and create a nuisance far more persistent than the morning crowing of a rooster. There is also some justification for allowing people to breed their own chickens, as chickens brought in from elsewhere may be vectors of pathogens not already present.</p> <p>8. The priority of the local law should be the welfare and wellbeing of the animals. While there is clearly an attempt at this, mandating features such as concrete floors does nothing to ensure safe healthy animals unless they are being well looked after. Allowing animals to behave as they would naturally, and keeping them safe from harm is of critical importance. Backyard poultry are not for the sole purpose of egg production, like factory farmed animals. They are also pets &amp; gardeners and may benefit the mental health of residents when able to behave naturally.</p>	<p>7. An owner or occupier wishing to keep a rooster may make application to the local government under paragraph 2.7(3). Approval to keep a rooster will be considered where the applicant can demonstrate they have the support of neighbours.</p> <p>8. Refer to response provided in point 6.</p>
4	<p><b>Objection</b></p> <p>1. Generally it should be noted that this law should not be enforced, if it is breached, unless the breach is actually creating a legitimate nuisance or health risk for people or the animals. Not just a precious neighbours complaining for no legitimate reason. This is particularly relevant to under Clauses 2.8, in particular, set back requirements.</p>	<p>1. Town's priority will be to educate the community, working with the residents to achieve compliance. Notwithstanding, enforcement provisions have been included in the local law, which can be used where it is deemed necessary.</p> <p>Clause 2.8(2) allows for an owner or occupier to make application to the Local Government to vary the setback requirements of clause 2.8 (a), (b), (c) &amp; (e). Upon application, site specific factors can be assessed as well as the level of support of neighbours.</p>

Submitter No.	Nature of Submission	Responses from the Town
	<p>2. I disagree entirely with clause 2.8 C (ii). This is only ever a good idea for large numbers of birds in a commercial operation. The birds need access to the real ground. A roost needs to be provided above the ground and in a cleanable form.</p> <p>3. Please add reference to recent research showing some rodenticides to be toxic to native birds (owls, other birds of prey which accidentally eat poisoned rodents). Encourage the use of products with less harmful active ingredients to native birds.</p>	<p>2. Clause 2.8 (c) (ii) requires only the roosting area to be hardstand. The balance of the enclosure can be bare ground.</p> <p>3. The comment is noted however, it is beyond the scope of this local law to determine the form of rodenticide used.</p>
5	<p><b>Objection</b></p> <p>I wholeheartedly disagree with this law.</p>	Noted.
6	<p><b>Comment</b></p> <p>If there is to be laws they need to be enforced up till now laws controlling cats and dogs have been adopted but not enforced, animals are returned to owners over and over only to have them at large again. I can understand one escape but once it happens a second time the animal should not be returned to the owner but disposed of.</p>	Town's priority will be to educate the community, working with the residents to achieve compliance. Notwithstanding, enforcement provisions have been included in the local law, which can be used where it is deemed necessary.

## **Dept of Health - Response**

Hi Jeff

Thank you for your email and for providing a copy of the proposed local laws to the Department of Health. As the laws are to be established under the *Local Government Act 1995* an advisory copy is to be provided to the Chief Health Officer for noting but his consent is not required. This approach is consistent with the intent of the *Public Health Act 2016* which recognises local government as a partner in the administration of public health and provides local government with increased autonomy.

I have found that the Minister's office received your letter on 28<sup>th</sup> March 2019 and noted the information provided. I can arrange for the Chief Health Officer to provide comment on the proposed laws if you would prefer, though I believe that this would delay the process for the City.

Please advise on how you would like to proceed and I will act accordingly. Should you wish to discuss this matter, please contact me by return email or on 9222 4434.

Regards

Kelly

Kelly Crossley

**Principal Advisor, Legislation**

**Environmental Health Directorate | Public & Aboriginal Health Division**

Level 3, A Block, 189 Royal Street, EAST PERTH WA 6004

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<http://ww2.health.wa.gov.au>

**promoting health | preventing disease | managing risk**

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## Response from the Dept of Local Govt and Communities

Dear Mr Somes

This email is in response to your email dated 25 March 2019 addressed to the Minister for Local Government regarding the Town's proposed local law.

The Department's comments are noted below. Please contact me if you have any queries regarding the comments.

Town of Bassendean Animals, Environment, Nuisance and Pests Local Law 2019

### 1. Health Act 1911

The Department notes that this local law is made under the Health (Miscellaneous Provisions) Act 1911 in addition to the Local Government Act 1995.

Accordingly, the Town should ensure that a copy of the local law has been forwarded to the Minister for Health, if this has not occurred already.

#### 1. Page numbers

It is suggested that the page numbers be removed from the contents page. These numbers will clash with the existing page system in the Government Gazette. As long as the contents page lists the clause numbers and clause titles, this should provide sufficient guidance to readers.

#### 1. Enactment clause date

The current date in the enactment clause of 26 February 2019 is incorrect.

Under section 3.12(4) of the Local Government Act 1995, a local law can only be made after the public submission period has closed.

The date that should appear in the enactment clause will be a date after the public submission period, when the Council considers the final copy of the proposed local law and resolves to 'make' that local law.

#### 1. Enacting provision

The enacting provision states that the local law is made under the Health Act (Miscellaneous Provisions) Act 1911 and the Local Government Act 1995. It is important that both empowering Acts are mentioned above the local law title and in the enacting provision.

An example is provided below for the City's consideration:

----

HEALTH (MISCELLANEOUS PROVISIONS) ACT 1911 LOCAL GOVERNMENT ACT 1995 Town of Bassendean Animals, Environment, Nuisance and Pests Local Law 2019

Under the powers conferred by the Health (Miscellaneous Provisions) Act 1911, Local Government Act 1995 and under all other powers enabling it, the Council of the Town of Bassendean resolved on (x month 2017) to make the following local law.



## 1. Minor edits

The following minor edits are suggested:

- \* For best drafting principles, it is suggested that all instances of "section" and "subsection" be replaced with "clause" and "subclause", unless it is in reference to an Act of Parliament
- \* Clause 1.5:
  - \* In the definition of authorised person, insert a semicolon at the end of the sentence.
  - \* In the definition of owner, italicise "Local Government Act 1995".
  - \* Replace the defined term "Commercial vehicle" with "commercial vehicle".
- \* Clause 2.2: redesignate paragraphs a) - d) as (a) - (d).
- \* Clause 2.6(2): This subclause contains two sentences. It is suggested that they be merged or alternatively, the second sentence should be moved into a new subclause.
- \* Clause 2.7:
  - \* In subclause (1)(a) replace "clause 1(b)" with "paragraph (b)".
  - \* In subclause (1)(c):
    - \* insert a semicolon at the end of each subparagraph (i) - (iii).
    - \* Insert a semicolon and the word "and" after that semicolon at the end of subparagraph (iv).
    - \* Insert a comma at the end of subparagraph (v)
    - \* On the final line change "Town of Bassendean" to "the district".
- \* Clause 2.8: in subclause (2) and (3) remove the capitals from "Local Government" to ensure consistency with the defined term.
- \* Clause 3.1: defined terms should be formatted in lower case. It is suggested that both instances of "Liquid" be replaced with "liquid".
- \* Clause 3.3:
  - \* in subclause (2)(a) delete the word "or" after the semicolon.
  - \* In subclause (2)(b) replace "Local government" with "local government".
- \* Clause 3.6: In paragraph (c)(i) insert the word "or" after the semicolon.
- \* Clause 4.3:
  - \* In in subclause (1)(c) insert a comma after the word "thoroughfare".
  - \* In subclause (2)(b) delete the word "or" after the semicolon.
  - \* In subclause (2)(c) insert the word "or" after the semicolon.
- \* Clause 5.1: replace "Flies" with flies.
- \* Clause 5.4: in paragraph (b) insert the word "and" after the semicolon.
- \* Clause 5.11: italicise "rodents".
- \* Clause 5.12(2)(b)(ii): insert the word "and" after the semicolon.
- \* Clause 5.15: replace "Cockroach" with "cockroach".
- \* Clause 6.1: in paragraph (c) replace the semicolon with a comma.
- \* Clause 7.3:
  - \* In subclause (1)(c) replace the semicolon with a comma.
  - \* In subclause (3) after "\$5000 and" insert "where the offence is of a continuing nature,".
  - \* In subclause (3) insert one line space between the end of this subclause and "Division 3 - Infringement Notices and Modified Penalties".

The Town should conduct a comprehensive review of the draft to ensure that all numbering and cross references are correct.

Minister's Directions - pursuant to s 3.12(7) of the Local Government Act 1995

Please note: once the Town has published a local law in the Government Gazette, the Town must comply with the requirements of the Minister's Local Laws Explanatory Memoranda Directions 2010. The Town must, within 10 working days of the Gazettal publication date, forward the signed Explanatory Memoranda material to the Committee at the current address:

Committee Clerk

Joint Standing Committee on Delegated Legislation Legislative Council Committee Office GPO Box A11  
PERTH WA 6837

Email: [delleg@parliament.wa.gov.au](mailto:delleg@parliament.wa.gov.au)<<mailto:delleg@parliament.wa.gov.au>>

Tel: 9222 7404

Fax: 9222 7805

A copy of the Minister's Directions and Explanatory Memoranda forms can be downloaded from the Department of Local Government and Communities website at [www.dlgc.wa.gov.au](http://www.dlgc.wa.gov.au)<<http://www.dlgc.wa.gov.au>>. Failure to comply with the Directions may render the local law inoperable.

Please note that my comments:

- \* have been provided to assist the Town with drafting matters in relation to the local law;
- \* do not constitute legal advice;
- \* have been provided in good faith for the Town's consideration; and
- \* should not be taken as an approval of content.

The Town should ensure that a detailed editorial analysis of the proposed local law has been undertaken and that the content of the local law is in accordance with the Town policies and objectives.

Kind regards

Carmen Chia

Legislation Officer

Department of Local Government, Sport and Cultural Industries

140 William Street, Perth WA 6000

GPO Box R1250, Perth WA 6844

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Web

[www.dlgsc.wa.gov.au](https://www.dlgsc.wa.gov.au)<<https://www.dlgsc.wa.gov.au>>

The Department acknowledges the Aboriginal peoples of Western Australia as the traditional custodians of this land, and we pay our respects to their Elders past and present.

# **ATTACHMENT NO. 5**



Government of Western Australia  
Department of Water and Environmental Re



Document #: ILET-16589719  
Date: 20.12.2019  
Officer: PAUL WHITE  
File: WSTMNGT/SVPROVN/5

Our ref: DWERDG832/19  
Enquiries: Leanne Reid, 6364 7028

Ms Peta Mabbs  
Chief Executive Officer  
Town of Bassendean  
PO Box 87  
BASSENDEAN WA 6934

Email: [mail@bassendean.wa.gov.au](mailto:mail@bassendean.wa.gov.au)

Dear Ms Mabbs

**TOWN OF BASSENDEAN WASTE LOCAL LAW 2019**

I refer to the correspondence dated 6 December 2019 requesting consent to the Town of Bassendean Waste Local Law 2019.

I confirm that I consent to the Town of Bassendean Waste Local Law 2019 and accordingly have signed and enclosed two copies of the Local Law.

My decision to provide consent to the making of the Local Law is based on policy considerations and the responsibility for ensuring that the Local Law is within power rests with the Local Government.

I request that you provide the Minister for Environment, the Minister for Local Government and me with a copy of the Waste Local Law as gazetted.

Yours sincerely

Mike Rowe  
**DIRECTOR GENERAL**

**20 December 2019**

Enc: Town of Bassendean Waste Local Law 2019 (two copies)

**WASTE AVOIDANCE AND RESOURCE RECOVERY ACT 2007  
LOCAL GOVERNMENT ACT 1995**

**TOWN OF BASSENDEAN**

**WASTE LOCAL LAW 2019**

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*Waste Avoidance and Resource Recovery Act 2007*  
*Local Government Act 1995*

Town of Bassendean

**Waste Local Law 2019**

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## **Schedule 1 - Meaning of 'non-collectable waste'**

## **Schedule 2 - Prescribed offences**

**Waste Avoidance and Resource Recovery Act 2007  
Local Government Act 1995**

*Town of Bassendean*

**Waste Local Law 2019**

Under the powers conferred on it by the *Waste Avoidance and Resource Recovery Act 2007*, the *Local Government Act 1995* and under all other enabling powers, the Council of the Town of Bassendean resolved on date to make the following local law.

**Part 1 - Preliminary**

**1.1 Short title**

This is the *Town of Bassendean Waste Local Law 2019*.

**1.2 Commencement**

This local law commences 14 days after the day on which it is published in the *Government Gazette*.

**1.3 Application**

This local law applies throughout the district.

**1.4 Repeal**

This local law repeals part 4, division 2 of the *Town of Bassendean Health Local Law 2001*, as published in the *Government Gazette* on 24 August 2001, except for the following clauses:

- (b) clause 4.16

**1.5 Meaning of terms used in this local law**

- (1) In this local law—

***authorised person*** means a person appointed by the local government under section 9.10 of the LG Act to perform any of the functions of an authorised person under this local law;

***collectable waste*** means local government waste that is not—

- (a) liquid refuse;
- (b) liquid waste; or
- (c) non-collectable waste;



**collectable waste receptacle** means a receptacle for the deposit and collection of collectable waste that is—

- (a) a recycling waste receptacle;
- (b) a general waste receptacle; or
- (c) an organic waste receptacle;

**collection**, when used in relation to a receptacle, means the collection and removal of collectable waste from the receptacle by the local government or its contractor;

**collection day** means the day determined by the local government for the collection of collectable waste in the district or a part of the district;

**collection time** means the time on the collection day determined by the local government for the collection of collectable waste in the district or a part of the district;

**costs** of the local government include administrative costs;

**Council** means the council of the local government;

**district** means the district of the local government;

**general waste receptacle** means a receptacle for the deposit and collection of collectable waste that is not recycling waste;

**LG Act** means the *Local Government Act 1995*;

**LG Regulations** means the *Local Government (Functions and General) Regulations 1996*;

**local government** means Town of Bassendean;

**local government waste** has the same meaning as in the WARR Act;

**non-collectable waste** has the meaning set out in Schedule 1;

**occupier** in relation to premises, means any or all of the following—

- (a) a person by whom or on whose behalf the premises are actually occupied; or
- (b) a person having the management or control of the premises;

**organic waste** means waste that decomposes readily, such as garden waste or food waste;

**organic waste receptacle** means a receptacle for the deposit and collection of organic waste ;

**owner** has the same meaning as in the LG Act;

**public place** includes a place to which the public ordinarily have access, whether or not by payment of a fee;

**receptacle**, means a receptacle—

- (a) that has been supplied for the use of the premises by the local government or its contractor, or which has otherwise been approved by the local government; and
- (b) the waste from which is collected and removed from the premises by the local government or its contractor;

**recycling waste receptacle** means a receptacle for the deposit and collection of recycling waste;

**recycling waste** means—

- (a) paper and cardboard;
- (b) plastic containers comprised of polyethylene terephthalate or high density polyethylene;
- (c) glass containers;
- (d) steel containers;
- (e) aluminium containers;
- (f) liquid paper board; and
- (g) any other waste determined by the local government to be recycling waste;

**specified** means specified by the local government or an authorised person, as the case may be;

**street alignment** means the boundary between the land comprising a street and the land that abuts the street;

**WARR Act** means the *Waste Avoidance and Resource Recovery Act 2007*;

**WARR Regulations** means the *Waste Avoidance and Resource Recovery Regulations 2008*;

**waste** has the same meaning as in the WARR Act;

**waste facility** means a waste facility, as defined in the WARR Act, that is operated by the local government; and

**waste service** has the same meaning as in the WARR Act.

- (2) Where, in this local law, a duty or liability is imposed on an owner or occupier, or on an owner and occupier, the duty or liability is taken to be imposed jointly and severally on each of the owners or occupiers.

## 1.6 Local public notice of determinations

Where, under this local law, the local government has a power to determine a matter –

- (a) local public notice, under section 1.7 of the LG Act, shall be given of the matter determined;
- (b) the determination becomes effective only after local public notice has been given;
- (c) the determination remains in force for the period of one year after the date that local public notice has been given under paragraph (a);
- (d) after the period referred to in paragraph (c), the determination continues in force only if, and for so long as, it is the subject of local public notice, given annually, under section 1.7 of the LG Act; and
- (e) the determination shall be recorded in a publicly accessible register of determinations that shall be maintained by the local government.

### **1.7 Rates, fees and charges**

The local government's powers to impose rates, fees and charges in relation to waste services are set out in sections 66 to 68 of the WARR Act and sections 6.16 and 6.17 of the LG Act.

### **1.8 Power to provide waste services**

The local government's power to provide, or enter into a contract for the provision of, waste services is dealt with in section 50 of the WARR Act.

## **Part 2 - Local government waste**

### **2.1 Supply of receptacles**

- (1) The local government is to supply, for the use of each premises that are, or are capable of being, occupied or used for residential purposes, one or more receptacles for the collection and removal, from those premises, of collectable waste.
- (2) The owner of premises to which subclause (1) applies must—
  - (a) ensure that the fee or charge (if any) imposed by the local government in relation to each receptacle is paid to the local government; and
  - (b) ensure that each receptacle is used, in respect of those premises, in accordance with this local law.

### **2.2 Deposit of waste in receptacles**

- (1) An owner or occupier of premises shall not deposit or permit to be deposited in a receptacle any non-collectable waste.
- (2) A person shall not deposit waste in a receptacle that has been provided for the use of other premises without the consent of the owner or occupier of those premises.

### **2.3 General waste receptacles**

- (1) An owner or occupier of premises shall not deposit or permit to be deposited in a general waste receptacle—

- (a) where the receptacle has a capacity of 240 litres—more than 70 kilograms of collectable waste; or
  - (b) where the receptacle has a capacity of 140 litres – more than 70 kilograms of collectable waste; or
  - (c) where the receptacle has any other capacity—more than the weight determined by the local government.
- (2) Where the local government supplies recycling waste receptacles, an owner or occupier of premises shall not deposit or permit to be deposited in a general waste receptacle any recycling waste.
- (3) Where the local government supplies organic waste receptacles, an owner or occupier of premises shall not deposit or permit to be deposited in a general waste receptacle any organic waste.

#### **2.4 Recycling waste receptacles**

An owner or occupier of premises shall not deposit or permit to be deposited in a recycling waste receptacle—

- (a) anything other than the particular type of recycling waste for which that receptacle was provided by the local government for those premises;
- (b) where the receptacle has a capacity of 240 litres— more than 70 kilograms of recycling waste; or
- (c) where the receptacle has a capacity of 360 litres – more than 70 kilograms of recycling waste; or
- (d) where the receptacle has any other capacity—more than the weight determined by the local government.

#### **2.5 Organic waste receptacles**

An owner or occupier of premises shall not deposit or permit to be deposited in an organic waste receptacle—

- (a) anything other than the particular type of organic waste for which that receptacle was provided by the local government for those premises;
- (b) where the receptacle has a capacity of 240 litres - more than 70 kilograms of organic waste; or
- (c) where the receptacle has any other capacity - more than the weight determined by the local government.

#### **2.6 Direction to place or remove a receptacle**

- (1) The local government or an authorised person may give a written direction to an owner or occupier of specified premises —
- (a) to place a receptacle in respect of those premises for collection; or
  - (b) to remove a receptacle in respect of those premises after collection.

- (2) The direction under paragraph (1) may specify when the placement or removal is to occur, or where the receptacle is to be placed, or both.
- (3) An owner or occupier of premises shall comply with a direction given under this clause.

## **2.7 Duties of owner or occupier**

An owner or occupier of premises shall—

- (a) except for a reasonable period before and after collection time, keep each receptacle in a storage space or area that is behind the street alignment;
- (b) take reasonable steps, if placing a receptacle for collection on the verge adjoining the premises, or other area as determined by the local government, ensure that, within a reasonable period before collection time, each receptacle is —
  - (i) within 1 metre of the carriageway;
  - (ii) placed so that it does not unduly obstruct any footpath, cycle way, right-of-way or carriageway; and
  - (iii) facing squarely to the edge of and opening towards the carriageway,or in such other position as is approved in writing by the local government or an authorised person;
- (c) take reasonable steps to ensure that the premises are provided with an adequate number of receptacles; and
- (d) if the receptacle is lost, stolen, damaged or defective, notify the local government, as soon as practicable, after the event.

## **2.8 Exemption**

- (1) An owner or occupier of premises may apply in writing to the local government for an exemption from compliance with the requirements of clause (a) or (b).
- (2) The local government or an authorised person may grant, with or without conditions, or refuse an application for exemption from compliance under this clause.
- (3) An exemption granted under this clause shall state—
  - (a) the premises to which the exemption applies;
  - (b) the period during which the exemption applies; and
  - (c) any conditions imposed by the local government or the authorised person.
- (4) An exemption granted under this clause ceases to apply –

- (a) if the local government decides, on reasonable grounds, that there has been a failure to comply with a condition of the exemption; and
- (b) from the date that the local government informs the owner or occupier of its decision under clause 2.8(4)(a).

## 2.9 Damaging or removing receptacles

A person, other than the local government or its contractor, shall not—

- (a) damage, destroy or interfere with a receptacle; or
- (b) except as permitted by this local law or as authorised by the local government or an authorised person, remove a receptacle from any premises to which it was delivered by the local government or its contractor.

## 2.10 Verge collections

- (1) Where the local government has advertised a verge waste collection (such as a green waste, or a bulk waste, verge collection) a person, unless with and in accordance with the approval of the local government or an authorised person—
  - (a) shall deposit waste only during the period of time, and in accordance with other terms and conditions, as advertised by the local government in relation to that verge waste collection; and
  - (b) must otherwise comply with those terms and conditions.
- (2) Where waste has been deposited on a verge for a verge waste collection, a person must not remove any of that waste for a commercial purpose but may remove it for any other purpose.
- (3) Except where waste is lawfully removed from a verge under this clause, a person must not disassemble or tamper with any waste deposited on a verge for a verge waste collection so as to increase the risk of harm to any person.
- (4) Clause <sup>2.10(2)</sup> ~~Error! Reference source not found.~~ does not apply to the local government or a person engaged or contracted by the local government in relation to the verge waste collection.

## Part 3 - General duties

### 3.1 Duties of an owner or occupier

An owner or occupier of premises shall—

- (a) take reasonable steps to ensure that a sufficient number of receptacles are provided to contain all waste which accumulates or may accumulate in or from the premises;
- (b) ensure that each receptacle is kept in good condition and repair;
- (c) take all reasonable steps to—

- (i) prevent fly breeding and keep each receptacle free of flies, maggots, cockroaches, rodents and other vectors of disease;
  - (ii) prevent the emission of offensive or noxious odours from each receptacle; and
  - (iii) ensure that each receptacle does not cause a nuisance to an occupier of adjoining premises; and
- (d) whenever directed to do so by the local government or an authorised person, thoroughly clean, disinfect, deodorise and apply a residual insecticide to each receptacle.

### **3.2 Removal of waste from premises**

- (1) A person shall not remove any waste from premises unless that person is—
- (a) the owner or occupier of the premises;
  - (b) authorised to do so by the owner or occupier of the premises; or
  - (c) authorised in writing to do so by the local government or an authorised person.
- (2) A person shall not remove any waste from a receptacle without the approval of—
- (a) the local government or an authorised person; or
  - (b) the owner or occupier of the premises at which the receptacle is ordinarily kept.

### **3.3 Receptacles and containers for public use**

A person shall not, without the approval of the local government or an authorised person—

- (a) deposit household, commercial or other waste from any premises on or into; or
- (b) remove any waste from,

a receptacle provided for the use of the general public in a public place.

## **Part 4 - Operation of waste facilities**

### **4.1 Operation of this Part**

This Part applies to a person who enters a waste facility.

### **4.2 Hours of operation**

The local government may from time to time determine the hours of operation of a waste facility.

#### **4.3 Signs and directions**

- (1) The local government or an authorised person may regulate the use of a waste facility—
  - (a) by means of a sign; or
  - (b) by giving a direction to a person within a waste facility.
- (2) A person within a waste facility shall comply with a sign or direction under paragraph (1).
- (3) The local government or an authorised person may direct a person who commits, or is reasonably suspected by the local government or the authorised person of having committed, an offence under this clause to leave the waste facility immediately.
- (4) A person shall comply with a direction under paragraph (3).

#### **4.4 Fees and charges**

- (1) Unless paragraph (3) applies, a person shall, on or before entering a waste facility or on demand by the local government or an authorised person, pay the fee or charge as assessed by an authorised person.
- (2) An authorised person may assess the fee or charge in respect of a particular load of waste at a rate that applies to any part of that load, even if that rate is higher than the rate that would apply to any other part of the load.
- (3) Paragraph (1) does not apply—
  - (a) to a person who disposes of waste in accordance with the terms of—
    - (i) a credit arrangement with the local government; or
    - (ii) any other arrangement with the local government to pay the fee or charge at a different time or in a different manner; and
  - (b) to the deposit of waste owned by the local government, or in the possession of an employee on behalf of the local government.

#### **4.5 Depositing waste**

- (1) A person shall not deposit waste at a waste facility other than—
  - (a) at a location determined by a sign and in accordance with the sign; and
  - (b) in accordance with the direction of an authorised person.
- (2) The local government may determine the classification of any waste that may be deposited at a waste facility.

#### **4.6 Prohibited activities**

- (1) Unless authorised by the local government, a person shall not—
  - (a) remove any waste or any other thing from a waste facility;



- (b) deposit at a waste facility that is a landfill site any waste that is toxic, poisonous or hazardous, or the depositing of which is regulated or prohibited by any written law;
  - (c) light a fire in a waste facility;
  - (d) remove, damage or otherwise interfere with any flora in a waste facility;
  - (e) remove, injure or otherwise interfere with any fauna in a waste facility;  
or
  - (f) damage, deface or destroy any building, equipment, plant or property within a waste facility.
- (2) A person shall not act in an abusive or threatening manner towards any person using, or engaged in the management or operation of, a waste facility.

## **Part 5 - Enforcement**

### **5.1 Objection and appeal rights**

Division 1 of Part 9 of the LG Act applies to a decision under this local law to grant, renew, vary or cancel –

- (a) an approval under clause 2.7(b);
- (b) an exemption under clause 2.8(2);
- (c) an approval under clause 2.9(b);
- (d) an approval under clause 2.10(1);
- (e) an authorisation under clause 3.2(1)(c);
- (f) an approval under clause 3.2(2); and
- (g) an approval under clause 3.3.

### **5.2 Offences and general penalty**

- (1) A person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law a person is prohibited from doing, commits an offence.
- (2) A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to a further penalty not exceeding \$500 in respect of each day or part of a day during which the offence has continued.

### **5.3 Other costs and expenses**

- (1) A person who is convicted of an offence under this local law is to be liable, in addition to any penalty imposed under clause 5.2, to pay to the local government the costs and expenses incurred by the local government in taking remedial action such as—

- 
- (a) removing and lawfully disposing of toxic, hazardous or poisonous waste; or
  - (b) making good any damage caused to a waste facility.
- (2) The costs and expenses incurred by the local government are to be recoverable, as a debt due to the local government, in a court of competent civil jurisdiction.

**5.4 Prescribed offences**

- (1) An offence against a clause specified in Schedule 2 is a prescribed offence for the purposes of section 9.16(1) of the LG Act.
- (2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in Schedule 2.

**5.5 Form of notices**

- (1) Where a vehicle is involved in the commission of an offence, the form of the notice referred to in section 9.13 of the LG Act is that of Form 1 in Schedule 1 of the LG Regulations.
  - (2) The form of the infringement notice given under section 9.16 of the LG Act is that of Form 2 in Schedule 1 of the LG Regulations.
  - (3) The form of the infringement withdrawal notice given under section 9.20 of the LG Act is that of Form 3 in Schedule 1 of the LG Regulations.
-

## Schedule 1 - Meaning of 'non-collectable waste'

[Clause 1.5(1)]

**non-collectable waste** means –

- (a) hot or burning material;
- (b) household hazardous waste, including paint, acids, alkalis, fire extinguishers, solvents, pesticides, oils, gas cylinders, batteries, chemicals and heavy metals;
- (c) any other hazardous material, such as radioactive waste;
- (d) any explosive material, such as flares or ammunition;
- (e) electrical and electronic equipment;
- (f) hospital, medical, veterinary, laboratory or pathological substances;
- (g) construction or demolition waste;
- (h) sewage;
- (i) 'controlled waste' for the purposes of the *Environmental Protection (Controlled Waste) Regulations 2004*;
- (j) any object that is greater in length, width, or breadth than the corresponding dimension of the receptacle or that will not allow the lid of the receptacle to be tightly closed;
- (k) waste that is or is likely to become offensive or a nuisance, or give off an offensive or noxious odour, or to attract flies or cause fly breeding unless it is first wrapped in non-absorbent or impervious material or placed in a sealed impervious and leak-proof container; and
- (l) any other waste determined by the local government to be non-collectable waste.

## Schedule 2 - Prescribed offences

Item No.	Clause No.	Description	Modified Penalty
1	2.1(2)(a)	Failing to pay fee or charge	\$350
2	2.1(2)(b)	Failing to ensure lawful use of receptacle	\$350
3	2.2(1)	Depositing non-collectable waste in a receptacle	\$350
4	2.2(2)	Depositing waste in another receptacle without consent	\$350
5	2.3(1)	Exceeding weight capacity of a general waste receptacle	\$350
6	2.3(2) and (3)	Depositing unauthorised waste in a general waste receptacle	\$350
7	2.4(a)	Depositing unauthorised waste in a recycling waste receptacle	\$350
8	2.4(b), (c) and (d)	Exceeding weight capacity of a recycling waste receptacle	\$250
9	2.5(a)	Depositing unauthorized waste in an organic waste receptacle	\$350
10	2.5(b) and (c)	Exceeding weight capacity of an organic waste receptacle	\$350
11	2.6(3)	Failing to comply with a direction concerning placement or removal of a receptacle	\$250
12	2.7(a)	Failing to keep a receptacle in the required location	\$250
13	2.7(b)	Failing to place a receptacle for collection in a lawful position	\$250
14	2.7(c)	Failing to provide a sufficient number of receptacles	\$250
15	2.7(d)	Failing to notify of a lost, stolen, damaged or defective receptacle	\$50
16	2.9(a)	Damaging, destroying or interfering with a receptacle	\$400
17	2.9(b)	Removing a receptacle from premises	\$400
18	2.10(1)	Failing to comply with a term or condition of verge waste collection	\$400
19	2.10(2)	Removing waste for commercial purposes	\$350
20	2.10(3)	Disassembling or leaving in disarray waste deposited for collection	\$250
21	3.1(a)	Failing to provide a sufficient number of receptacles	\$250
22	3.1(b)	Failing to keep a receptacle clean and in a good condition and repair	\$250
23	3.1(c)(i)	Failing to prevent fly breeding and vectors of disease in a receptacle	\$350
24	3.1(c)(ii)	Failing to prevent the emission of offensive odours from a receptacle	\$350
25	3.1(c)(iii)	Allowing a receptacle to cause a nuisance	\$350
26	3.1(d)	Failing to comply with a direction to clean, disinfect or deodorise receptacle	\$300

Item No.	Clause No.	Description	Modified Penalty
27	3.2(1)	Unauthorised removal of waste from premises	\$250
28	3.2(2)	Removing waste from a receptacle without approval	\$250
29	3.3 (a)	Depositing waste without authority into a receptacle provided for the use of the general public in a public place	\$300
30	3.3(b)	Removing waste without authority from a receptacle provide for the use of the general public in a public place	\$300
31	4.3(2)	Failing to comply with a sign or direction	\$500
32	4.3(4)	Failing to comply with a direction to leave	\$500
33	4.4(1)	Disposing waste without payment of fee or charge	\$500
34	4.5(1)	Depositing waste contrary to sign or direction	\$500
35	4.6(1)(a)	Removing waste without authority in a waste facility	\$250
36	4.6(1)(b)	Depositing toxic, poisonous or hazardous waste at a waste facility	\$500
37	4.6(1)(c)	Lighting a fire in a waste facility	\$300
38	4.6(1)(d)	Removing or interfering with any flora in a waste facility	\$300
39	4.6(1)(e)	Removing or interfering with any fauna without approval in a waste facility	\$300
40	4.6(1)(f)	Damaging, defacing or destroying any building, equipment, plant or property within a waste facility	\$500
41	4.6(2)	Acting in an abusive or threatening manner	\$300

Consented to:



Chief Executive Officer  
Department of Water and Environmental Regulation

Dated this 20<sup>th</sup> of December 2019

Dated \_\_\_\_\_

The common seal of the Town of Bassendean was hereunto affixed to this document by resolution of the Council in the presence of:

\_\_\_\_\_  
Renee Joy McLennan  
Mayor

and

\_\_\_\_\_  
Peta Maree Mabbs  
Chief Executive Officer



**ATTACHMENT NO. 6**



## **SINGLE USE PLASTICS & BALLOONS**

The Town of Bassendean recognises the need to protect the environment and is committed to reducing the amount of single-use plastics used within the Town by avoiding the use of single-use plastics and encouraging the use of alternatives.

This policy provides the requirements and obligations for the purchase, sale and use of single-use plastics and balloons at events on Town managed land and events managed by the Town including internal operations.

### **Policy application**

- This policy applies to all staff and with respect to:
  - All operations conducted by the Town.
  - Traders operating with a permit issued by the Town.
  - Public functions and/or events held in thoroughfares, public places and on local government property where approval is required from the Town.
- This policy does not apply to:
  - Events that do not require approval from the Town
  - Traders and businesses that do not require a permit from the Town under the Local Law and;
  - Activities operating under a lease agreement from the Town.
- Persons to which this policy applies shall first agree to ensuring the following requirements are met prior to being issued approval to lease or book that place:
  - Balloons are not to be used, sold, distributed or released.
  - Single-use plastic or polystyrene serving materials and packaging are not to be used, sold or distributed.
  - Single-use plastic items must not be used in the purchase, sale, distribution and transport of food or goods, unless required under other conditions or legislation These items include but are not limited to:
    - Bags
    - Disposable cups
    - Cutlery & straws
    - Plates & bowls
    - Takeaway containers

- Plastic water bottles are not to be used, sold or distributed, where suitable alternatives can be provided.
- Plastic event promotional materials must be re-used where possible.

Alternative options to single-use plastics must be fit for purpose with reusable products being prioritised for use in the first instance and compostable products being used where re-usable options are not readily available.

For suitable alternatives see the guidance document 'A guide for eliminating single-use plastics'.

Request for exemptions for reasons pertaining to health & safety should be made in writing to the CEO.

## Definitions

**Balloon** inflatable device made from rubber, latex, foil or plastic.

**Compostable** means products complying with Australian Standard AS4736-2006 Biodegradable Plastics. Products that are able to decompose to produce a non-toxic soil product.

**Local Government Property** has the meaning as depicted in *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*

**Permit** has the meaning as depicted in *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*

**Polystyrene** synthetic resin which is a polymer of styrene, used chiefly as lightweight rigid foams and films.

**Public place** has the meaning as depicted in *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*

**Re-usable** means a product that can be used a repeated number of times for the same purpose for which it was originally designed.

**Single Use Plastic** means a plastic product that is not conceived, designed or placed on the market to accomplish, within its life span, multiple use by being returned to the retailer for refill or re-used for the same purpose for which it was conceived.

**Thoroughfares** has the meaning as depicted in *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*

**Trader** has the meaning as depicted in *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*

## Application

Responsibility for the implementation of this policy rests with the Mayor, Councillors, Council delegates and Chief Executive Officer. The Policy is to be reviewed every three years.

<b>Policy Type:</b>	<b>Responsible Officer:</b> Waste Officer
<b>Link to Strategic Community Plan:</b> Environmental Sustainability and Adaptation to Climate Change	<b>First Adopted:</b> OCM <b>Last Reviewed:</b> 10 March 2020 <b>Version :</b> 2 <b>Next Review due by:</b> 2023

## A guide for eliminating single-use plastics

This guidance should be used to assist relevant persons and organisations in meeting the requirements of the Town of Bassendean Policy on Single-use Plastics & Balloons.

### Current context:

The Town of Bassendean recognises the need to act to prevent damage from plastics on the environment. A Council policy on single-use plastics and balloons was endorsed by Council in -----. (Reference the Policy title and Policy number)

All Town sponsored and managed events as well as internal operations are required to comply with the Town's Single-use Plastics & Balloons Policy (Policy number ). The Policy will require re-usable or compostable packaging to be used in place of single-use plastics, at Town sponsored events and within Town operations.

### What is a single-use plastic?

Single-use plastics are disposable plastics that are designed to be used once and thrown away. Some examples include food related items: plastic wrap, cutlery, cups, stirrers, condiment sachets, plates and bowls; as well as single use items such as glitter, confetti and balloons.

### What is wrong with plastic?

When plastics break down in the environment they do not biodegrade but rather break down into smaller and smaller pieces called 'micro-plastics'. These plastic pieces build up in the soil and the marine environment, being absorbed and metabolized by organisms. This incorporates plastic into the food web, which bio accumulates when one organism ingests another. As organisms do not have any effective way of eliminating micro plastics from their system, the concentrations increase. The concentration is further increased when one organism digests another.

The effects of micro-plastic bioaccumulation in the food chain are not yet fully understood however some wildlife are already showing declines due to plastic pollution. In particular, the marine environment where plastic pieces are more abundant than food and are often mistaken for food, choking the animal or simply causing starvation.

Balloons are single use plastic items that often cause harm when they are released to the environment. Balloons tend to travel longer distances and if particles are released in a marine environment are very often mistaken for food by wildlife.

**Did you know?** More plastic has been produced in the last 10 years than was produced in the 100 years prior to that, and it is estimated that the amount of plastic in our oceans will outweigh that of fish by the year 2050.

### **What can you do to reduce or eliminate single-use plastic?**

- Avoid packaging waste altogether by buying in bulk and *bringing your own* container/wrap or cup with you.
- Use compostable packaging instead (see below for more information).
- Start small, choose key items which you know you use frequently and decide to purchase them plastic free.
- If you are arranging an event then make it plastic free, you will teach those around you the importance of reducing plastic.
- Choose to dine in where possible to avoid packaging.
- Choose brands that package their product in less packaging, every little bit does count.
- If you do have to purchase plastic items make sure you have the most up to date information on what can and cannot be recycled.
- Ask your local café if they will be switching to compostable packaging, if you are a business then request this from your suppliers.

As demand for alternatives to plastic increase, so too will the alternatives and new options for avoiding plastics. Never underestimate the influence your choices will have!

**See the Town's website for information about how to recycle right.**

## How do I tell the difference between compostable plastics and conventional petroleum based plastics?

Compostable products are able to decompose to produce a non-toxic residue as they are made using plant based ingredients only. Some of these products now resemble conventional plastic quite closely.

Check out the symbols below to be sure that what you are buying is compostable.

Compostable products will always have a symbol **OR** will have the words 'PLA' with the recycling symbol and number '7' or 'Compostable' written on the product. PLA (polylactic acid) is a compostable bioplastic derived from plant sugars.

The terms 'biodegradable' and 'Degradable' are not indicators of a product being compostable. These terms simply mean they break down slightly faster than ordinary plastic products however, often still produce a noxious residue and are not accepted in the composting system.



Compostable



Home Compostable

**AS 5810**  
**ABAX 9999**



<b>Alternatives to single-use plastics</b>		
<b>If you need this</b>	<b>Try this first</b>	<b>and then try this</b>
Cups	<ul style="list-style-type: none"> <li>• Reusable mugs and cups provided and a wash station set up on site.</li> <li>• Patrons encouraged to bring their own mug or coffee cup</li> </ul>	<ul style="list-style-type: none"> <li>• Compostable cups made from PLA, sugarcane or paper.</li> <li>• Only provide a lid when it is requested.</li> </ul>
Plates and bowls	<ul style="list-style-type: none"> <li>• Patrons BYO plate/bowl</li> <li>• Re-usable crockery or re-usable plastic wares provided by vendors and washed on site.</li> </ul>	<ul style="list-style-type: none"> <li>• Compostable plates and bowls made from PLA, sugarcane or paper.</li> </ul>
Cutlery	<ul style="list-style-type: none"> <li>• Reusable cutlery provided and wash stations set up on site.</li> <li>• Patrons encouraged to bring their own reusable cutlery</li> </ul>	<ul style="list-style-type: none"> <li>• Compostable (PLA, sugarcane or paper) or wooden cutlery</li> </ul>
Water bottles	<ul style="list-style-type: none"> <li>• Drinking water facilities are made available on site</li> <li>• Patrons can bring their own bottle &amp; refill on site</li> <li>• Reusable bottles available for purchase at the event</li> </ul>	<ul style="list-style-type: none"> <li>• Glass</li> <li>• Paperboard cartons</li> <li>• Aluminium or steel cans</li> </ul>
Straws	<ul style="list-style-type: none"> <li>• Patrons encouraged to bring their own straw</li> <li>• Stainless steel straws to be washed and re-used.</li> </ul>	<ul style="list-style-type: none"> <li>• Paper straws</li> </ul>
Bags	<ul style="list-style-type: none"> <li>• Patrons encouraged to bring their own reusable bag</li> <li>• Vendors sell re-usable bags</li> </ul>	<ul style="list-style-type: none"> <li>• Paper bags</li> <li>• Compostable bags</li> <li>• Boxes</li> </ul>

Condiments	<ul style="list-style-type: none"> <li>• Provide a condiment station where people can apply sauces directly to their meal.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide condiments in compostable packaging such as paper/bamboo or PLA trays.</li> </ul>
Cling wrap	<ul style="list-style-type: none"> <li>• Airtight containers</li> <li>• Silicone food wraps</li> <li>• Glass jars for food storage</li> <li>• Sandwich pockets</li> <li>• Bees wax wraps</li> </ul>	<ul style="list-style-type: none"> <li>• Compostable plant based soft plastic packaging and cling film.</li> <li>• Baking paper</li> </ul>

If you are a vendor at an event then use the opportunity to sell some re-usable products such as water bottles, straws, cutlery sets and coffee cups.

### Information for events

If you are managing an event, large or small in the Town of Bassendean please contact the Town's Recycling & Waste team for information about how to make it plastic free and waste wise.

It is important to let patrons know that you will be holding a plastic free event and to offer information about how they can avoid plastic. Use waste wise messaging in all event promotions such as "Bring your own re-usable coffee cup and water bottle".

Make sure alternatives such as wash-up stations and water refill points are accessible and clearly marked and advertise before the event so patrons know to bring their reusable items.

The basic rule to follow when planning waste wise events is the *Waste Hierarchy* which prioritises avoiding waste first, over other waste management mechanisms such as recycling or repurposing. Please refer to the image below which shows examples of each waste management mechanism.





Avoid waste packaging

- Bring your own cutlery, plate and cup.
- Choose re-usable options such as metal straws, reusable cups, cutlery and plates and set up a wash-up station.
- Utilise a re-usable cup/plate service.
- Set up a condiment station where people can help themselves to avoid single use sachets and tubs.
- Vendors to provide re-usable crockery & cutlery
- Dine in rather than taking food away.

Re-use where possible and recycle right

- Choose to re-use disposable items such as takeaway containers.
- Use organics bins to compost food, garden waste and compostable packaging.
- Make sure all waste goes into the right bin and make sure waste is recycled correctly.

Landfill  
last!

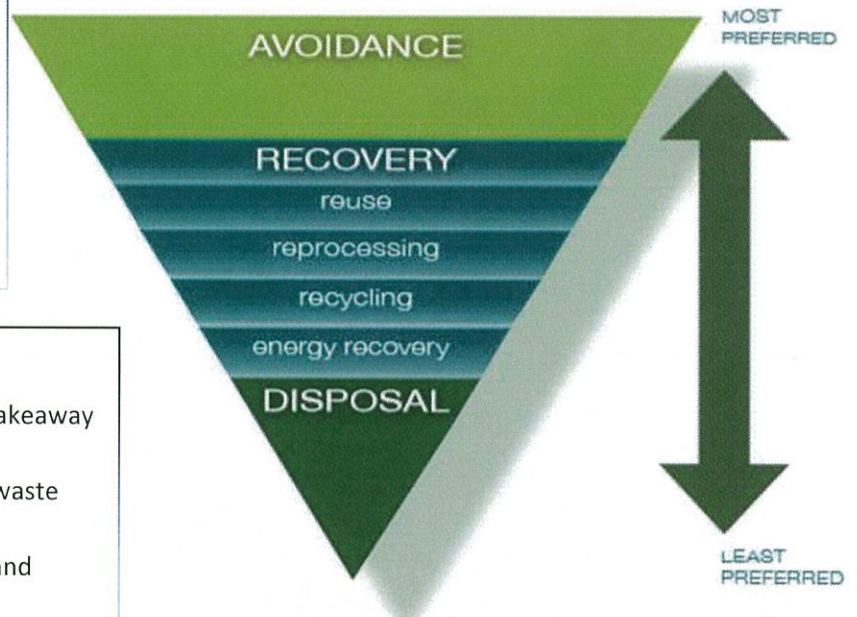
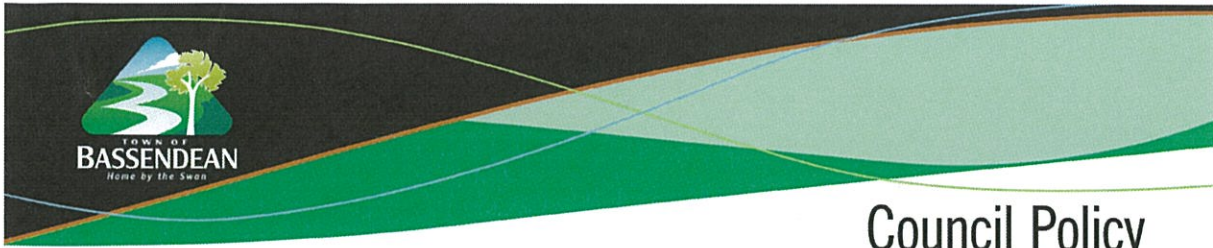


Image adapted from Waste Authority WA (2019)

**Still unsure? Please visit the Town's website**  
**<http://www.bassendean.wa.gov.au> or contact the**  
**Town's Waste team at**  
**wasteservices@bassendean.wa.gov.au**



## Council Policy

### 4.7 Recyclable & Biodegradable Products at Town of Bassendean's Events and Functions Policy

This Policy outlines the Town's commitment towards caring for the environment through the facilitation of "environmentally conscious" events and functions.

Public events and functions provide many benefits for the community, including: builds social cohesion; facilitates greater cultural understanding; assists in achieving social capital; and creates a stronger sense of place.

#### Objective

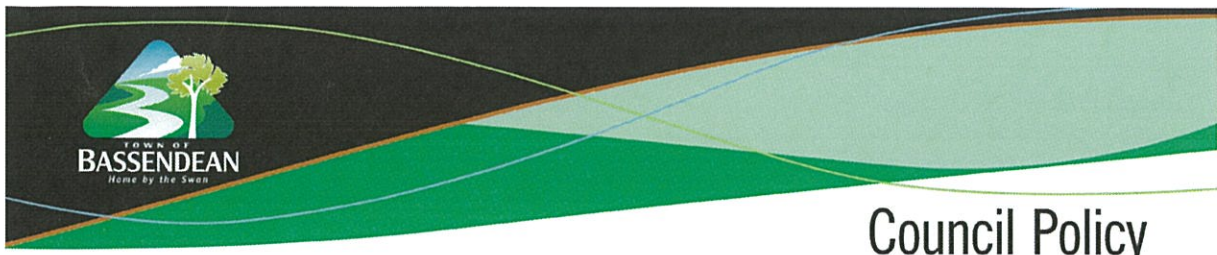
The objectives of this Policy are:

1. To outline the Town's environmental responsibilities when serving food and drinks at public events and functions;
2. To recognise that caring for the environment is an important consideration in the facilitation of public events and functions held by the Town
3. To provide guidelines and provide priority access to encourage internal and external food and drink stallholders to be more environmentally conscious when participating in the Town's events and functions; and
4. To provide information and education to the general public in relation to recyclable and biodegradable products

#### Strategy

The Town of Bassendean strives to achieve these objectives through implementation of the following strategies:

1. The Town will use recyclable and biodegradable products for serving food and drinks at public events and functions, where possible; and
2. The Town will encourage the use of recyclable and biodegradable products at its events and functions by external stallholders, by promoting the environmental benefits and providing priority access to stallholders who agree to use such products.

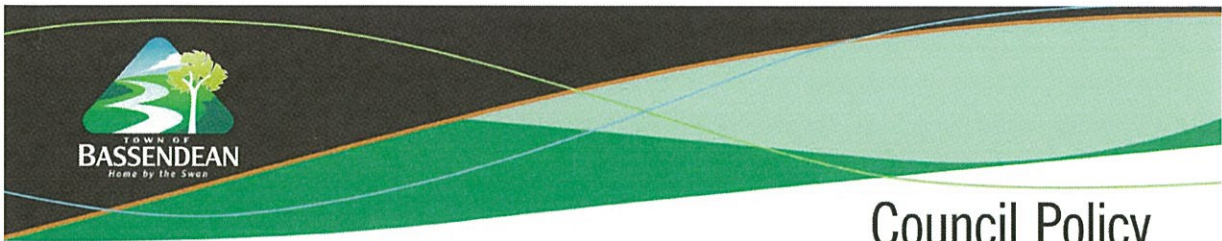


## Application

Responsibility for the implementation of this policy rests with the Mayor, Councillors and Chief Executive Officer. The Policy is to be reviewed every three years.

<b>Policy Type:</b> Council Policy	<b>Policy Owner:</b> Director Community Development
<b>Link to Strategic Community Plan:</b> Arts, Heritage and Culture -	<b>Adopted:</b> OCM – 15/5/09
	<b>Last Review Date:</b> March 2014
	<b>Version 1</b>
	<b>Next Review due by:</b> December 2016

# **ATTACHMENT NO. 7**



## 1.9 Verges Treatment Policy

### INTRODUCTION

- (a) The Town of Bassendean (Town) recognises the important social and environmental role that safe, aesthetically pleasing and environmentally sustainable verges and streetscapes provide in the community.
- (b) Verges are Crown Land, representing a public space under the care, control and management of the Town. Verges also host vital public infrastructure and services.
- (c) Verges Treatments are regulated by the Town's *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010* (*Thoroughfares Local Law 2010*).
- (d) Nothing in this policy derogates from the Town's responsibility and control in this regard.

### POLICY OBJECTIVES

This policy provides the requirements and direction for permissible verge treatments in the Town of Bassendean Local Government area.

### POLICY SCOPE

- (a) The policy applies to all owners and occupiers in the Town of Bassendean (Town), Local Government area.
- (b) The policy applies to all verges, existing and new, in the Town with the exception of verges adjacent to Council controlled reserves.
- (c) Verges trees remain under the control and responsibility of the Town and therefore, this policy does not apply to verge trees.
- (d) The policy should be read and applied in conjunction with the Town's Verges Treatments – Guidelines for enhancing your verge (guidelines).

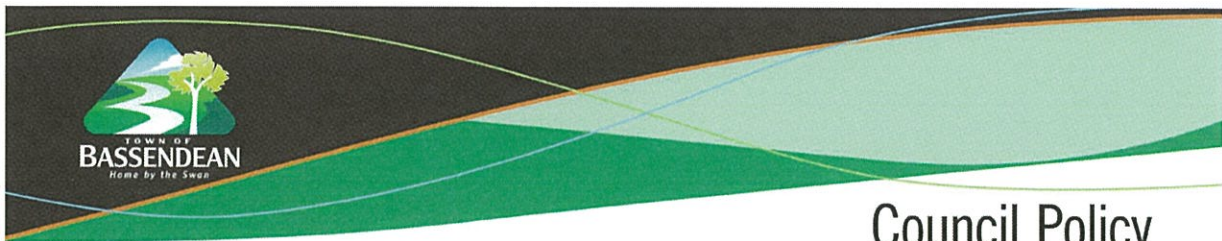
### DEFINITIONS

For the purpose of this policy, the following definitions apply:

**Acceptable material** means any material which will create a hard surface, and which appears on a **list** of acceptable materials maintained by the Local Government..

**Crossing** means a crossing giving access from a public thoroughfare to private land or a private thoroughfare serving private land.

**Footpath** has the meaning given to it in the *Road Traffic Code 2000*.



# Council Policy

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**Permissible verge treatment** has the same meaning as set out in clauses 1.2 and 2.7 of the *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*.

**Thoroughfare** has the same meaning as in the *Local Government Act 1995*, but does not include a private thoroughfare which is not under the management or control of the local government.

**Verge** means that part of a thoroughfare between the carriageway and the land which abuts the thoroughfare, but does not include any footpath.

## PERMISSIBLE VERGE TREATMENTS

- (a) Only permissible verge treatments can be installed or maintained.
- (b) Visual and physical access lines for pedestrian and vehicle access must be maintained.
- (c) Footpath installation or maintenance takes precedent over verge treatments.
- (d) Barriers, fences, statues, bunting, signs, stakes or star pickets are **not** permissible verge treatments.
- (e) Built structures and walls are **not** permissible verge treatments.

## OBLIGATIONS OF OWNER OR OCCUPIER

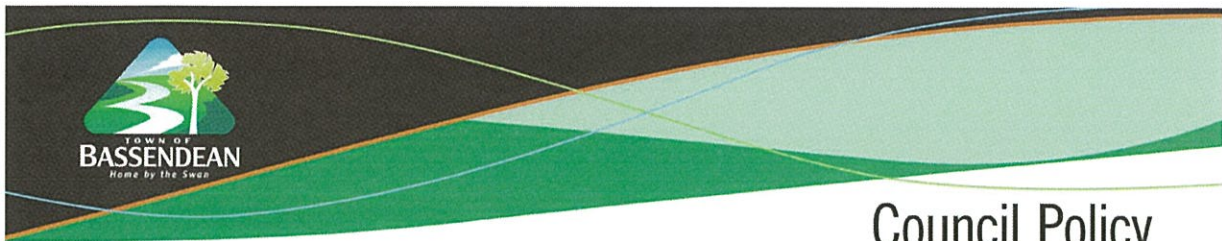
- (a) Division 3, *Thoroughfares Local Law 2010* applies to all verge treatments.
- (b) Where a verge treatment contravenes Division 3 of the *Thoroughfares Local Law 2010* or this policy or the guidelines or it poses a hazard or safety risk, the Town may issue a notice to the owner or occupier to undertake works, within the time specified, to meet requirements, or remove the verge treatment.
- (c) Verge treatments must maintain unobstructed and safe physical and visual access for service infrastructure (for example poles; pits), contractors, footpaths, driveways and local traffic.
- (d) Verges maintained by an owner or occupier do not form part of the Town's existing verge slashing program.

## VERGE TREATMENTS – GUIDELINES FOR ENHANCING YOUR VERGE

- (a) In accordance with the *Thoroughfares Local Law 2010* the guidelines provide a list of **acceptable material** that can be used for verge treatments.
- (b) Design requirements and options are also set out in the guidelines.

## APPROVAL

- (a) Prior approval is not required for verge treatments that comply with the *Thoroughfares Local Law 2010*.
- (b) For verge treatments that fall outside of the *Thoroughfares Local Law 2010*, the owner or occupier must obtain prior approval



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- (c) The prescribed application form must be completed and submitted to the Town. Work cannot commence on the verge treatment unless and until approval is granted.
- (d) Where a verge is 'common property' between two or more owners or occupiers, the owner or occupier proposing to install a verge treatment must obtain written agreement from all other owners or occupiers prior to commencing a verge treatment.

## DIAL BEFORE YOU DIG

- (a) The Town requires that every owner or occupier proposing to install a verge treatment, contacts the Dial Before You Dig Service (DBYD) **prior to** commencing any work on the verge.
- (b) It is the responsibility of the owner or occupier, or a contractor acting on behalf of an owner or occupier, to contact DBYD..
- (c) Where an owner or occupier, or contractor acting on behalf of the owner or occupier, does not take appropriate and necessary steps to avoid damage to underground or sub-surface service infrastructure, the owner or occupier may be liable for the costs associated with any damage caused or any repair or replacement required.
- (d) The Town recommends that owners or occupiers also refer to the Utility Providers Code of Practice for Western Australia prior to commencing work on the verge.

## COSTS FOR VERGE TREATMENTS

- (a) The Town is not liable for any costs associated with verge treatments.
- (b) The costs of installation, maintenance or removal of verge treatments remains solely with the owner, occupier, or an agent of the owner or occupier, responsible for the verge treatment.
- (c) The Town is not liable for any costs associated with any damage caused by an owner or occupier, or agents of the owner or occupier, in the planning, development, installation, maintenance or removal of a verge treatment.
- (d) The Town may issue an invoice to the owner or occupier to recover any costs associated with the removal of a non-compliant or unsafe verge treatment.

## APPLICATION

<p><b>Policy Type:</b></p>  <p><b>Link to Strategic Community Plan:</b> Town Planning and Built Environment</p>	<p><b>Responsible Officer:</b> Executive Manager Infrastructure</p> <p><b>First Adopted:</b> OCM</p> <p><b>Last Reviewed:</b> April 2014</p> <p><b>Version :</b> 2</p> <p><b>Next Review due by:</b> March 2023</p>
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## DRAFT

# VERGE TREATMENTS – GUIDELINES FOR ENHANCING YOUR VERGE

## Town of Bassendean 2020

### 1. Introduction

At the Town of Bassendean, we encourage the development and maintenance of our verges to be sustainable, productive and social spaces.

The street verge is a valued public space and to achieve its maximum potential for the community, your valued contribution in landscaping and maintaining the verge is encouraged.

These guidelines encourage you to install verge treatments within our community which:

- reduce water use within the verge
- promote cooling our suburbs
- provides a habitat for fauna and improves biodiversity
- creates a sense of community and place
- adds to the amenity of the local area
- increases water infiltration and reduces stormwater runoff
- improves soil quality and the health of street trees.

Within this guideline, you will find some practical information and examples for the design and implementation of your new verge garden.

For more information:

- Visit [www.bassendean.wa.gov.au](http://www.bassendean.wa.gov.au)
- Phone 9377 8000
- Visit: Council Offices 35 Old Perth Road, Bassendean.

### 2. What is a Verge?

The verge area is the portion of land between the edge of the road and the front property boundary.

These guidelines relate to the verge area and excludes footpaths and driveways.

Verges are provided on the edge of each road as a corridor to house underground services such as street lighting, power, gas, stormwater, water, sewerage and telecommunications.

Any work associated with establishing your new verge garden must not have an adverse impact on any infrastructure located within the verge.

Before starting any work within the verge, residents should contact '*Dial before you dig*' [[insert hyperlink](#)] and the Town to identify and protect any infrastructure (cables; pipes; manholes, etc.).



It is important for residents to note that utility providers are empowered by legislation to carry out infrastructure maintenance or upgrade works within the verge.

If this work is undertaken within the verge it may damage or disturb your verge garden. While all care is taken, maintaining the infrastructure is a priority.

Works within the verge may also include street tree pruning by the Town or its authorised contractors.

Residents are responsible for the reinstatement of their verge garden on the completion of any works carried out by the utility provider, the Town or authorised contractors.

### **3. What is a Street Tree?**

A street tree is any tree located within the verge. Street trees are under the care, ownership and control of the Town. To ensure the long-term health of trees in streetscapes, the Town operates a street tree program.

The Town's street tree program includes the regular maintenance of street trees including pruning, watering and the annual winter planting of new and replacement street trees. Residents are encouraged to contact the Town to request a street tree for their verge. Alternatively, residents may choose to plant their own trees in the verge (including fruit trees), but that is subject to prior written approval being provided by the Town [\[insert hyperlink\]](#).

The Town's Adopt-A-Tree program calls on residents, businesses and community groups to work in partnership with the Town to care for street trees. Anyone within the Town can register as a tree adopter [\[insert hyperlink\]](#).

### **4. What can the Town do for you?**

Visit our website at [www.basssendean.wa.gov.au](http://www.basssendean.wa.gov.au) to find out more about the:

- Street tree program (planting, watering and maintenance)
- Adopt-A-Tree Program
- Plant subsidy scheme
- Free mulch (for collection from the Town's Depot located at 69 Scaddan Street, Bassendean)

### **5. Plant Subsidy Scheme**

Every year, the Town offers residents the opportunity to purchase subsidised native plant seedlings at reduced prices [\[insert hyperlink\]](#). Being local native plants, the seedlings are already well adapted to our climate and, once established, should not require a high level of watering. Residents should note that stocks are limited and distributed on a first-come, first-serve, basis.

### **6. Applications**

No application or permit is needed for upgrading your verge, if your verge garden fully complies with these guidelines and the following:

- (a) The Town's *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010* [\[insert hyperlink\]](#);
- (b) Council Policy 1.9 Verge Treatment Policy 2019 [\[insert hyperlink\]](#); and

- (c) The Water Corporation's *Waterwise verge best practice guidelines* [[insert hyperlink](#)];

Residents wishing to install a verge garden which is outside of the above requirements will require prior written approval from the Town before carrying out any works within their verge [[insert hyperlink](#)].

Where a verge is 'common property' between two or more owners or occupiers, the owner or occupier proposing to install a verge treatment must obtain written agreement from all other owners or occupiers prior to commencing a verge treatment.

## 7. Permissible Verge Treatments

Under these guidelines, the following treatments are permitted:

**Lawn** varieties which are drought tolerant and suitable for Western Australia's warm conditions. When installing a new lawn, residents are encouraged to consider Soft leaf buffalo grasses; Queensland Blue; Velvetene; Kikuyu grasses; and Zoysia grasses.

For more information, visit (<https://www.watercorporation.com.au/save-water/in-the-garden/lawn-care>) [[insert hyperlink](#)].

**Plants** such as locally sourced natives which grow to a maximum height of 700mm and are not thorny, poisonous or hazardous. A mix of groundcovers, strappy leaf plants and shrubs are encouraged, as are flowering species which attract birds and insects. You may also wish to consider options for an edible garden within your verge.

For more information, visit ([watercorporation.com.au/plants](https://www.watercorporation.com.au/plants)) [[insert hyperlink](#)], local Waterwise Garden Centres or refer to section 16. *Recommended Plant Species*.

**Paved Area** which occupies up to 30% of the verge. To calculate the permitted area of paving, the area of footpath and vehicle crossover (driveway) should be deducted from the total verge area. Pavers should be a minimum of 2 metres from the base of any street tree and must not be higher than the adjacent kerb line, footpath or vehicle crossing. Limit the use of paving in your design so as to increase water infiltration into the verge garden and to limit the amount of stormwater runoff. Paving must be able to tolerate limited vehicle traffic.

**Composted or chipper mulch material** which must not be higher than the adjacent kerb line, footpath or vehicle crossing. Mulch should be kept away from the base of any street tree. Vehicle crossings, footpaths and the road must be kept free of loose mulch at all times.

For further information, please refer to *Mulching* in section 13.

**Raised garden beds** constructed from suitable materials, such as timber, sleepers, logs or planks, providing they do not have any sharp edges or pose a hazard to anyone using the verge area. They can be pre-fabricated or pre-assembled and made from galvanised zinc material or similar materials. The raised garden bed should be easy to disassemble or move if required. Works associated with the construction and installation of a raised garden bed on the verge must comply with the Town's *Street Tree Protection Policy* [[insert hyperlink](#)].

- Consider flowering native plants which look great and attract birds and insects.
- Leave an area within your verge to put out your wheelie bins and bulk waste collection near the kerb.
- Leave a pedestrian access strip along the road kerb and ensure any raised garden beds are adequately set back from street trees, infrastructure, footpaths, kerbs, and vehicle crossovers.
- Consider options for an edible garden.

Please refer to the verge treatment design examples below.

## 10. Verge Treatment Design Examples

(The published Guidelines will include Verge Treatment Design Examples)

## 11. Verge Treatment Plan

Use the grid below to sketch and design your proposed new verge garden. It is recommended to use each square below as 1sq/m and to capture the dimensions of your verge, including any site features, such as vehicle crossovers, footpaths, street trees, road carriageway and property boundaries.

(The published Guidelines will include a sketch grid for residents to use in their verge treatment design)

## 12. Verge Preparation

Preparation of the verge area is critical to the success of your new verge garden.

Consider a process such as this:

- **Lawn and weed removal**

It is important to remove any existing lawn and weeds to ensure that reinfestation does not occur in the future. The removal of some perennial grasses such as buffalo and kikuyu can be undertaken manually with the use of hand tools, while other types such as couch grass are more difficult to remove. Residents are encouraged to research the most effective and environmentally sustainable methods for the removal of lawns or weeds. Machinery should not be used in close proximity to any street tree located on the verge and all works must comply with the Town's *Street Tree Protection Policy* [insert hyperlink].

Whatever method is decided on for the removal of couch grass, the regular removal of any new growth is required to maintain your new verge garden.

- **Soil preparation and levels (boxing out)**

When removing existing turf or weeds, to bring your soil level down to about 75-100mm below the kerb/footpath level to allow for mulch application later. Your finished level after mulching should be flush with the kerb and any other hard surface. This helps retain water and mulch within the verge rather than spilling onto the footpath, road carriageway or vehicle crossover. Machinery should not be used in close proximity to any street tree located on the verge

and all works must comply with the Town's *Street Tree Protection Policy* [\[insert hyperlink\]](#).

Alternatively, you may wish to only box out along the boundaries of your verge. This will reduce the amount of work involved in boxing out your verge area, ensure mulch is level with any hard surface and reduce the loss of valuable top soil disposed of in landfill.

Some soils are sandy and have limited retention of moisture or nutrients. You should consider the application of a soil conditioner such as organic compost, clay such as bentonite and soil wetting agents, by manually mixing it into the top 50mm of soil.

When buying soil conditioner or wetting agents, select products with the Waterwise and Smart Approved WaterMark symbols and refer to the manufacturer's instructions for application rates.

For more information visit ([watercorporation.com.au/products](http://watercorporation.com.au/products)) [\[insert hyperlink\]](#)

### 13. Verge Treatment Implementation

- **Setting out plants**

Before digging any holes for your new plants, set out your plants in their pots within the verge area. Check the mature size (height and width) of your plants, allowing them room to grow to their full size without obstructing sight lines, access ways and infrastructure. In general, keep larger shrubs away from hard surfaces and offset groundcovers approximately 1 to 1.5m away, to stop them spilling over into access ways. For further information, please refer to section 10. *Verge Treatment Design Examples*.

- **Planting**

Late autumn and early winter is the best time to plant your verge as rainfall and cooler temperatures will help to establish your new verge garden without additional watering.

Once you dig your holes, a few granules of slow release fertilizer for native plants can be added before planting and backfilling the hole. Gently compact the soil around and then water in your new plants.

- **Mulching**

The application of good waterwise mulch will help reduce plant stress and evaporation loss, suppress weed growth and greatly improve the appearance of your new verge garden. The Town provides free mulch to residents for collection from the Town's depot at 69 Scaddan Street, Bassendean. The mulch is made from material collected during tree pruning as part of the Town's street tree program and is subject to availability.

Organic mulch can be placed 75mm to 100mm deep, level with or below adjacent hard surfaces, 100mm clear of plant stems and 500mm clear of street tree trunks.

#### **14. Verge Treatment Maintenance**

Maintenance of verge gardens is to be undertaken by the resident. Native verge gardens should only require occasional weeding and pruning. Prune plants periodically to ensure good form, maintain sightlines and access. Your garden may benefit from an application of slow release native plant fertiliser once a year. Mulch levels should be monitored and topped up as necessary.

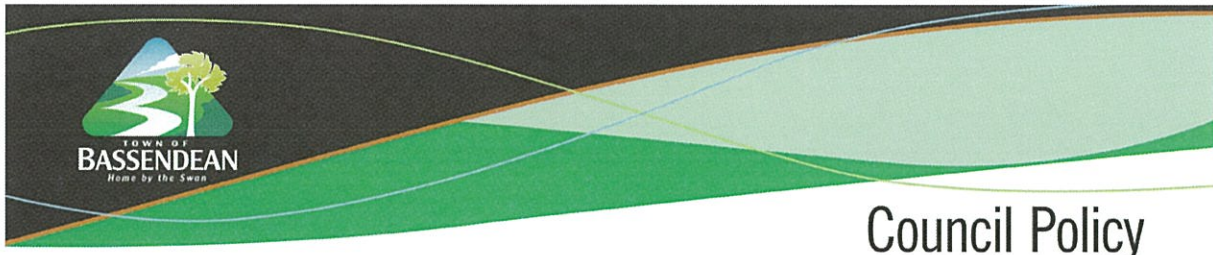
Maintenance of all street trees is to be undertaken by the Town. Please contact the Town if your street tree requires pruning. For further information, please refer to section 4. *Street Trees*.

#### **15. Verge Irrigation**

Water and reticulation systems are permitted, provided they comply with the Water Corporation's *Waterwise verge best practice guidelines* [\[insert hyperlink\]](#). Valves and other mechanisms are to be located on the residents' private property and below ground irrigation or pop up sprinkler heads must be used. To achieve the objectives of these guidelines, the recycling of stormwater on the verge is encouraged and water spillage from irrigation systems onto vehicle crossings, footpaths, the road carriageway and other hard surfaces is to be prevented. Residents are reminded to comply with their designated watering days and not to water in winter months. The works associated with the installation of an irrigation system on the verge must comply with the Town's *Street Tree Protection Policy* [\[insert hyperlink\]](#).

#### **16. Recommended Plant Species**

(The published Guidelines will include a recommended plant species list)



## Council Policy

### 1.9 Verges Treatment and Maintenance Policy

Street verges within the Town perform important functions including the provision of space for public utility services, increased public space and the visual linking of streetscapes. In the interests of Bassendean's wellbeing into the future, the Town wishes to encourage landscaping that is waterwise, aesthetically pleasing and reflects our natural heritage.

It is acknowledged that verges form part of the public realm. Whilst Council allocates funding for the maintenance of selected verges, generally those adjacent to major or distributor roads, the Town relies on the goodwill and cooperation of adjacent land owners/occupiers for the maintenance of their verges.

#### Objectives

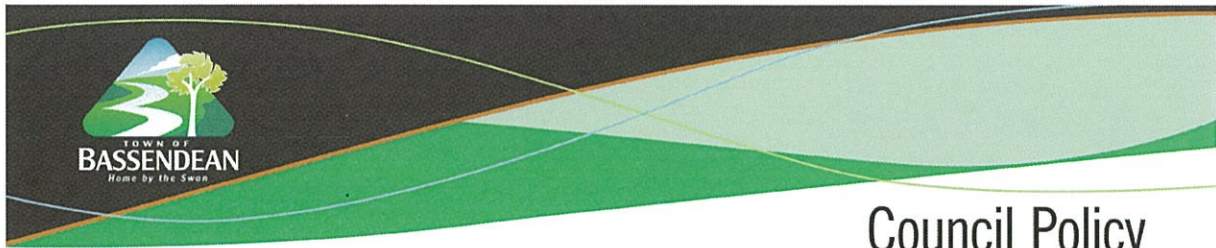
The objectives of this policy are to encourage adjacent owners/occupiers to install and maintain Permissible Verge Treatments in accordance to Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law, for the installation and management of verges that are waterwise, aesthetically pleasing, and that reflect our natural heritage.

Council does not mow or slash verges adjacent to all private, commercial or industrial property on the basis that owners and residents with civic pride undertake this activity as a contribution to the amenity of the Town. This allows Council to direct its resources to priority services.

#### Strategy

The Town of Bassendean will achieve these objectives through the application of "Permissible Verge Treatment" guidelines (see Appendix 1) with which to assess requests to develop new or alter existing verge treatments and the development of a priority verge slashing program to reduce the grass loadings through out the year, within the allocated budget constraints. Street verge slashing program is a grass reduction service not a lawn mowing service and will be provided within budget constraints, in accordance with the following priorities:

Priority One - Primary and District Distributor Roads – Guildford Rd, Lord St, Walter Rd East, Morley Drive (as arranged with the Shire of Swan), Collier Rd and Railway Parade, and areas required to be carried out for reasons of fire, traffic, cyclist or pedestrian safety.



Priority Two - Local Distributor Roads – West Rd, Ivanhoe St, Old Perth Rd, Hardy Rd, Reid St, Broadway, Northmoor Rd, Iolanthe St, Palmerston St, Shackleton St, Bridson St, Haig St and Colstoun Rd.

Priority Three - Local Roads - Scaddan St, North Rd, Bassendean Parade, Pearson St and Surrey St.

Priority Four - Verges adjacent to vacant and corner blocks, cul-de-sac heads, and closed road sections in other roads.

Note:

1. Verges adjacent to Council controlled reserves are to be mown as part of those reserves; and
2. Verges maintained by the resident are not included in the verge slashing program.

**Detail**

This policy applies to the portion of land between the road kerb/edge and the property boundary. The requirements of the policy exclude footpaths and crossovers.

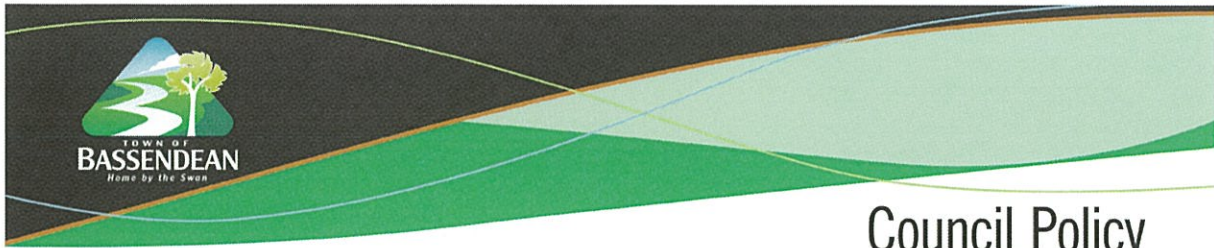
Treatments should be attractive and provide a positive enhancement to the streetscape. Street tree planting shall be in accordance to the adopted Street Tree Master Plan. Street trees remain the responsibility of the Town and are therefore, excluded from this policy.

**Application**

Responsibility for the implementation of this policy rests with the Mayor, Councillors, Council delegates and Chief Executive Officer. The Chief Executive Officer (CEO) has the authority to administer the requirements of this policy. The CEO has on-delegated this authority to the Manager Asset Services.

The Policy is to be reviewed every three years.

<p><b>Policy Type:</b> Strategic Policy</p> <p><b>Link to Strategic Community Plan:</b> Town Planning &amp; Built Environment</p>	<p><b>Policy Owner:</b> Director Operational Services</p> <p><b>First Adopted:</b> OCM-12/12/11</p> <p><b>Last Review Date:</b> March 2014</p> <p><b>Version 1</b></p> <p><b>Next Review due by:</b> December 2016</p>
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# Council Policy

## Appendix 1

### PERMISSIBLE VERGE TREATMENTS

#### Introduction

The portion of land between a property boundary and the carriageway or road is referred to as the verge. Property owners or residents of land abutting the verge may install a permissible verge treatment.

A permissible verge treatment is one that is approved by Council and subject to stringent conditions.

Waterwise management practices are encouraged for verge treatments. The Water Corporation webpage ([www.watercorporation.com.au](http://www.watercorporation.com.au)) has a range of initiatives to assist residents minimise water usage.

#### Permissible Verge Treatments

The Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010 states:

Division 1 - General prohibitions : A person must not plant any plant except grass within 6m of an intersection

Division 3 - Permissible Verge treatments:

- (1) *An owner or occupier of land, which abuts on a verge, may on that part of the verge directly in front of her or his land install a permissible verge treatment.*
- (2) *The permissible verge treatments are:*
  - (a) *the planting and maintenance of a lawn;*
  - (b) *the planting and maintenance of a garden provided that:*
    - (i) *clear sight visibility is maintained at all times for a person using the abutting thoroughfare in the vicinity of an intersection or bend in the thoroughfare or using a driveway on land adjacent to the thoroughfare for access to or from the thoroughfare;*
    - (ii) *where there is no footpath, a pedestrian has safe and clear access of a minimum width of 2m along that part of the verge immediately adjacent to the kerb;*
    - (iii) *it does not include a wall or built structure; and*
    - (iv) *it is not of a thorny, poisonous or hazardous nature; or*
  - (c) *the installation of an acceptable material; or*
  - (d) *the installation of an acceptable material or other verge treatment in accordance with paragraph (c), and the planting and maintenance of either a lawn or a garden on the balance of the verge in accordance with paragraph (a) or (b).*

Acceptable materials	Conditional requirements
1. Composted mulch or chipper mulch material 2. Small format Permeable/ Porous	<ul style="list-style-type: none"> <li>➢ Street Tree Protection policy requirements are applied to ensure the long-term health of the tree</li> <li>➢ To protect the tree roots, all earth works under the tree drip line shall be performed using hand tools</li> </ul>





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LOCAL GOVERNMENT ACT 1995

TOWN OF BASSENDEAN

ACTIVITIES ON  
THOROUGHFARES AND  
TRADING IN  
THOROUGHFARES AND  
PUBLIC PLACES  
LOCAL LAW 2010



## LOCAL GOVERNMENT ACT 1995

## TOWN OF BASSENDEAN

ACTIVITIES ON THOROUGHFARES AND TRADING IN  
THOROUGHFARES AND PUBLIC PLACES LOCAL LAW 2010

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## LOCAL GOVERNMENT ACT 1995

## TOWN OF BASSENDEAN

ACTIVITIES ON THOROUGHFARES AND TRADING IN  
THOROUGHFARES AND PUBLIC PLACES LOCAL LAW 2010

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Town of Bassendean resolved on the 23rd November 2010 to adopt the following local law.

## PART 1—PRELIMINARY

## 1.1 Citation

This local law may be cited as the *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2010*.

## 1.2 Definitions

In this local law unless the context otherwise requires—

- “Act” means the *Local Government Act 1995*;
- “applicant” means a person who applies for a permit;
- “authorised person” means a person authorised by the local government under section 9.10 of the Act to perform any of the functions of an authorised person under this local law;
- “built-up area” has the meaning given to it in the *Road Traffic Code 2000*;
- “bulk rubbish container” means a bin or container designed or used for holding a substantial quantity of rubbish and which is unlikely to be lifted without mechanical assistance, but does not include a bin or container used in connection with the local government's regular domestic rubbish or recycling collection service;
- “carriageway” has the meaning given to it in the *Road Traffic Code 2000*;
- “CEO” means the Chief Executive Officer of the local government;
- “commencement day” means the day on which this local law comes into operation;
- “Council” means the council of the local government;
- “crossing” means a crossing giving access from a public thoroughfare to—
  - (a) private land; or
  - (b) a private thoroughfare serving private land;
- “district” means the district of the local government;
- “footpath” has the meaning given to it in the *Road Traffic Code 2000*;
- “garden” means any part of a thoroughfare planted, developed or treated, otherwise than as a lawn, with one or more plants;
- “intersection” has the meaning given to it in the *Road Traffic Code 2000*;
- “kerb” includes the edge of a carriageway;
- “lawn” means any part of a thoroughfare which—
  - (a) is planted, by any person, only with grass, or with a similar plant; or
  - (b) is planted, by the local government, with any other plant;
- “liquor” has the meaning given to it in section 3 of the *Liquor Control Act 1988*;
- “local government” means the Town of Bassendean;
- “local government property” means anything except a thoroughfare—
  - (a) which belongs to the local government;
  - (b) of which the local government is the management body under the *Land Administration Act 1997*; or
  - (c) which is an “otherwise unvested facility” within section 3.53 of the Act;
- “lot” has the meaning given to it in the *Planning and Development Act 2005*;
- “owner” or “occupier” in relation to land does not include the local government;

- “**permissible verge treatment**” means a treatment described in clause 2.7(2), and includes any reticulation pipes and sprinklers installed for the purposes of the treatment;
- “**permit**” means a permit issued under this local law;
- “**permit holder**” means a person who holds a valid permit;
- “**person**” does not include the local government;
- “**premises**” for the purpose of the definition of “public place” in both this clause and clause 6.1, means a building or similar structure, but does not include a carpark or a similar place;
- “**public place**” includes any thoroughfare or place which the public are allowed to use, whether or not the thoroughfare or place is on private property, but does not include—
- (a) premises on private property from which trading is lawfully conducted under a written law; and
  - (b) local government property;
- “**regulations**” mean the *Local Government (Functions and General) Regulations 1996*;
- “**sign**” includes a notice, flag, mark, structure or device on which may be shown words, numbers, expressions or symbols;
- “**thoroughfare**” has the meaning given to it in the Act, but does not include a private thoroughfare which is not under the management or control of the local government;
- “**town planning scheme**” means a town planning scheme of the local government made under the *Planning and Development Act 2005*;
- “**townsite**” means the townsite of the local government which is—
- (a) constituted under section 26(2) of the *Land Administration Act 1997*; or
  - (b) referred to in clause 37 of Schedule 9.3 of the Act;
- “**vehicle**” includes—
- (a) every conveyance and every object capable of being propelled or drawn on wheels, tracks or otherwise; and
  - (b) an animal being ridden or driven,
- but excludes—
- (a) a wheel-chair or any device designed for use by a physically impaired person on a footpath; and
  - (b) a pram, a stroller or a similar device; and
- “**verge**” means that part of a thoroughfare between the carriageway and the land which abuts the thoroughfare, but does not include any footpath.

### 1.3 Application

This local law applies throughout the district.

### 1.4 Repeal

(1) The *Town of Bassendean Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law* published in the *Government Gazette* on 16 August 2001 is repealed.

(2) Where a policy was made or adopted by the local government under or in relation to a local law repealed by this local law, then the policy is to be taken to no longer have any effect on and from the commencement day.

(3) The Council may resolve that notwithstanding subclause (2) specified policies continue, or are to be taken to have continued, to have effect on and from the commencement day.

## PART 2—ACTIVITIES ON THOROUGHFARES AND PUBLIC PLACES

### *Division 1—General*

#### 2.1 General prohibitions

A person must not—

- (a) plant any plant except grass within 6m of an intersection;
- (b) damage a lawn or a garden or remove any plant or part of a plant from a lawn or a garden in a thoroughfare or public place unless—
  - (i) the person is the owner or the occupier of the lot abutting that portion of the thoroughfare and the lawn or the garden or the particular plant has not been installed or planted by the local government; or
  - (ii) the person is acting under the authority of a written law;
- (c) place, or allow to be placed or remain, on a thoroughfare or verge any thing (except water) that—
  - (i) obstructs the thoroughfare or verge; or
  - (ii) results in a hazard for any person using the thoroughfare or verge;
- (d) unless at the direction of the local government, damage, remove or interfere with any signpost, direction plate, guidepost, notice, shelter, shed, fence or any structure erected on a thoroughfare by the local government or a person acting under the authority of a written law;
- (e) play or participate in any game or sport so as to cause danger to any person or thing or impede the movement of vehicles or persons on a thoroughfare;

- (f) within a mall, arcade or veranda of a shopping centre, ride any skateboard, rollerblades, bicycles, scooters or similar device; or
- (g) remove or kill by felling, poison or any other means a tree on a verge area or thoroughfare or verge unless the person is—
  - (i) acting under authority of a permit issued by the local government; or
  - (ii) a local government employee or contractor engaged by the local government to undertake work in relation to a particular tree or trees on thoroughfares in the district or on local government property generally; or
  - (iii) acting under authority of a written law.

## 2.2 Activities allowed with a permit—general

(1) A person shall not, without a permit—

- (a) dig or otherwise create a trench through or under a kerb or footpath;
- (b) subject to Division 3 of this Part, throw, place or deposit any thing on a verge except for removal by the local government under a bulk rubbish collection, and then only during the period of time advertised in connection with that collection by the local government;
- (c) cause any obstruction to a vehicle or a person using a thoroughfare as a thoroughfare;
- (d) cause any obstruction to a water channel or a water course in a thoroughfare;
- (e) throw, place or drain offensive, noxious or dangerous fluid onto a thoroughfare;
- (f) damage a thoroughfare, kerb or footpath;
- (g) light any fire or burn any thing on a thoroughfare other than in a stove or fireplace provided for that purpose;
- (h) fell any tree onto a thoroughfare;
- (i) unless installing, or in order to maintain, a permissible verge treatment—
  - (i) lay pipes under or provide taps on any verge; or
  - (ii) place or install any thing on any part of a thoroughfare, including gravel, stone, flagstone, cement, concrete slabs, blocks, bricks, pebbles, plastic sheeting, kerbing, wood chips, bark or sawdust;
- (j) provide, erect, install or use in or on any building, structure or land abutting on a thoroughfare any hoist or other thing for use over the thoroughfare;
- (k) on a public place use anything or do anything so as to create a nuisance;
- (l) place or cause to be placed on a thoroughfare a bulk rubbish container;
- (m) interfere with the soil of, or anything in a thoroughfare or take anything from a thoroughfare;
- (n) prune or lop a tree on a verge or in a thoroughfare unless that person is—
  - (i) a local government employee or contractor engaged by the local government to undertake work in relation to a particular tree or trees on thoroughfares in the district or on local government property generally; or
  - (ii) acting under authority of a written law;
- (o) plant or sow any seeds in a thoroughfare;
- (p) clear or maintain in a cleared state, the surface of a thoroughfare within 1m of that person's land; or
- (q) construct a firebreak on a thoroughfare.

(2) The local government may exempt a person from compliance with subclause (1) on the application of that person.

## 2.3 No possession and consumption of liquor on thoroughfare

(1) A person shall not consume any liquor or have in her or his possession or under her or his control any liquor on a thoroughfare unless—

- (a) that is permitted under the *Liquor Control Act 1988* or under another written law; or
- (b) the person is doing so in accordance with a permit;

(2) Subclause (1) does not apply where the liquor is in a sealed container.

### *Division 2—Vehicle Crossings*

## 2.4 Temporary Crossings

(1) Where it is likely that works on a lot will involve vehicles leaving a thoroughfare and entering the lot, the person responsible for the works must obtain a permit for the construction of a temporary crossing to protect the existing carriageway, kerb, drains and footpath, where—

- (a) a crossing does not exist; or
- (b) a crossing does exist, but the nature of the vehicles and their loads is such that they are likely to cause damage to the crossing.

(2) The "person responsible for the works" in subclause (1) is to be taken to be—

- (a) the builder named on the building licence issued under the *Local Government (Miscellaneous Provisions) Act 1960*, if one has been issued in relation to the works; or
- (b) the registered proprietor of the lot, if no building licence has been issued under the *Local Government (Miscellaneous Provisions) Act 1960* in relation to the works.

(3) If the local government approves an application for a permit for the purpose of subclause (1), the permit is taken to be issued on the condition that until such time as the temporary crossing is removed, the permit holder shall keep the temporary crossing in good repair and in such a condition so as not to create any danger or obstruction to persons using the thoroughfare.

### 2.5 Removal of redundant crossing

(1) Where works on a lot will result in a crossing no longer giving access to a lot, the crossing is to be removed and the kerb, drain, footpath, verge and any other part of the thoroughfare affected by the removal are to be reinstated to the satisfaction of the local government.

(2) The local government may give written notice to the owner or occupier of a lot requiring her or him to—

- (a) remove any part of or all of a crossing which does not give access to the lot; and
- (b) reinstate the kerb, drain, footpath, verge and any other part of the thoroughfare, which may be affected by the removal,

within the period of time stated in the notice, and the owner or occupier of the lot shall comply with that notice.

## *Division 3—Verge Treatments*

### 2.6 Interpretation

In this Division, unless the context otherwise requires—

“acceptable material” means any material which will create a hard surface, and which appears on a list of acceptable materials maintained by the local government.

### 2.7 Permissible verge treatments

(1) An owner or occupier of land, which abuts on a verge, may on that part of the verge directly in front of her or his land install a permissible verge treatment.

(2) The permissible verge treatments are—

- (a) the planting and maintenance of a lawn;
- (b) the planting and maintenance of a garden provided that—
  - (i) clear sight visibility is maintained at all times for a person using the abutting thoroughfare in the vicinity of an intersection or bend in the thoroughfare or using a driveway on land adjacent to the thoroughfare for access to or from the thoroughfare;
  - (ii) where there is no footpath, a pedestrian has safe and clear access of a minimum width of 2m along that part of the verge immediately adjacent to the kerb;
  - (iii) it does not include a wall or built structure; and
  - (iv) it is not of a thorny, poisonous or hazardous nature; or
- (c) the installation of an acceptable material; or
- (d) the installation of an acceptable material or other verge treatment in accordance with paragraph (c), and the planting and maintenance of either a lawn or a garden on the balance of the verge in accordance with paragraph (a) or (b).

### 2.8 Only permissible verge treatments to be installed

(1) A person shall not install or maintain a verge treatment that is not a permissible verge treatment.

(2) The owner and occupier of the lot abutting a verge treatment referred to in subclause (1) are each to be taken to have installed and maintained that verge treatment for the purposes of this clause and clause 2.9.

### 2.9 Obligations of owner or occupier

An owner or occupier who installs or maintains a permissible verge treatment must—

- (a) keep the permissible verge treatment in a good and tidy condition and ensure, where the verge treatment is a garden or lawn, that a footpath on the verge and a carriageway adjoining the verge is not obstructed by the verge treatment;
- (b) ensure the verge treatment does not cause a sight distance obstruction to any person using a footpath on the verge or a carriageway or crossing adjoining the verge or in proximity to it;
- (c) not place any obstruction on or around the verge treatment;
- (d) not disturb a footpath on the verge;
- (e) ensure that the verge treatment does not damage or obstruct a drain, manhole, gully, inspection pit, channel, kerb, or tree planted by the local government; and
- (f) ensure that any sprinklers or pipes installed to irrigate a verge treatment—
  - (i) do not protrude above the level of the lawn when not in use;
  - (ii) are not used at such times so as to cause unreasonable inconvenience to pedestrians or other persons; and
  - (iii) do not otherwise present a hazard to pedestrians or other persons.

### 2.10 Notice to owner or occupier

The local government may give a notice in writing to the owner or the occupier of a lot abutting on a verge to make good, within the time specified in the notice, any breach of a provision of this Division.



**2.11 Transitional provision**

(1) In this clause—

“**former provisions**” means one or more of the provisions on a repealed local law which permitted certain types of verge treatments; and

“**repealed local law**” means the local law that is repealed by clause 1.4. without the consent of the local government.

(2) A verge treatment which—

(a) was installed prior to the commencement day; and

(b) on the commencement day is a type of verge treatment which was permitted under and complied with the former provisions, is to be taken to be a permissible verge treatment for so long as the verge treatment remains of the same type and continues to comply with the former provisions.

**2.12 Power to carry out public works on verge**

Where the local government or an authority empowered to do so under a written law disturbs a verge, the local government or the authority—

(a) is not liable to compensate any person for that disturbance;

(b) may backfill with sand, if necessary, any garden or lawn; and

(c) is not liable to replace or restore any—

(i) verge treatment and, in particular, any plant or any acceptable material or other hard surface; or

(ii) sprinklers, pipes or other reticulation equipment.

*Division 4—Property Numbers***2.13 Interpretation**

In this Division, unless the context requires otherwise—

“**number**” means a number of a lot with or without an alphabetical suffix indicating the address of the lot by reference to a thoroughfare.

**2.14 Assignment of numbers**

The local government may assign a number to a lot in the district and may assign another number to the lot instead of that previously assigned.

*Division 5—Fencing***2.15 Public place—clause 4(1) of Division 1, Schedule 3.1 of Act**

Each of the following places are specified as a public place for the purpose of item 4(1) of Division 1 of Schedule 3.1 of the Act—

(a) a public place, as that term is defined in clause 1.2; and

(b) local government property.

*Division 6—Signs Erected by the Local Government***2.16 Signs**

(1) A local government may erect a sign on a public place specifying any conditions of use which apply to that place.

(2) A person shall comply with a sign erected under subclause (1).

(3) A condition of use specified on a sign erected under subclause (1) is to be for the purpose of giving notice of the effect of a provision of this local law.

**2.17 Transitional**

Where a sign erected on a public place has been erected under a local law of the local government repealed by this local law, then on and from the commencement day, it is to be taken to be a sign erected under clause 2.16 if—

(a) the sign specifies a condition of use relating to the public place which gives notice of the effect of a provision of this local law; and

(b) the condition of use specified is not inconsistent with any provision of this local law.

*Division 7—Driving on a Closed Thoroughfare***2.18 No driving on closed thoroughfare**

(1) In this clause—

“**closed thoroughfare**” means a thoroughfare wholly or partially closed under section 3.50 or 3.50A of the Act.

(2) A person shall not drive or take a vehicle on a closed thoroughfare unless—

(a) that is in accordance with any limits or exceptions specified in the order made under section 3.50 of the Act; or

(b) the person has first obtained a permit.

## PART 3—ADVERTISING SIGNS ON THOROUGHFARES

*Division 1—Preliminary***3.1 Interpretation**

In this Part, unless the context otherwise requires—

“**advertising sign**” means a sign used for the purpose of advertising a business, organisation, person, service, product or event and includes an “election sign”;

“**direction sign**” means a sign used to provide direction to another place where an activity or event is taking place, but does not include any such sign erected or affixed by the local government or the Commissioner of Main Roads;

“**infrequent or occasional**” means a one off or annual occurrence; and

“**portable sign**” means a portable free standing advertising sign or direction sign which is not placed on or affixed to any natural feature, including a rock or tree, or on any structure located within a thoroughfare.

*Division 2—Permit***3.2 Portable advertising signs and portable direction signs**

(1) A person shall not—

(a) erect or place an advertising sign or direction sign on any part of a thoroughfare without the prior approval of the local government; and

(b) place a sign of any other description on any part of a thoroughfare.

(2) Notwithstanding subclause (1), a permit is not required in respect of a portable direction sign which complies with the following—

(a) the sign does not exceed 500mm in height or 0.5m<sup>2</sup> in area;

(b) the sign is placed on a thoroughfare on an infrequent or occasional basis only to direct attention to a place where an activity or event is occurring, during the hours of that activity or event;

(c) the number of portable direction signs providing direction to the place where the activity or event is occurring shall not exceed 4 in total;

(d) the sign shall use symbols and lettering of a sufficient size so as to be clearly legible when observed from a distance;

(e) the content of the sign shall be limited to advertising an activity or event and providing direction to its location;

(f) the sign shall only be placed for the duration of the activity or event to which the sign relates;

(g) the sign shall be secured while placed so as to not become a hazard, particularly when subject to wind loads;

(h) the sign shall not be placed on a footpath;

(i) the sign shall not be placed within 1m of a vehicle carriageway and a carriageway will be deemed to include a parking bay; and

(j) the sign shall not be placed in any other location where, in the opinion of the local government, the sign is likely to obstruct sight lines along a thoroughfare or cause danger to any person using the thoroughfare.

(3) Notwithstanding subclause (1), a permit is not required in respect of a portable advertising sign which complies with the following—

(a) the sign does not exceed 1m in height or 1m<sup>2</sup> in area;

(b) the sign shall use symbols and lettering of a sufficient size so as to be clearly legible when observed from a distance;

(c) the content of the sign shall be limited to advertising a business, organisation, person, service, product or event;

(d) the sign shall be the only portable advertising sign serving the building, property or business to which the sign relates (1 sign per business/property/building);

(e) the sign shall only be placed during the business hours to which the sign relates;

(f) the sign shall be secured while placed so as to not become a hazard, particularly when subject to wind loads;

(g) the sign shall, in all instances, be located directly adjacent to the building, property or business to which the sign relates;

(h) the sign shall not be placed on a footpath;

(i) notwithstanding subclause (3)(h), the sign may be placed on a footpath if the verge adjoining the building, property or business to which the sign relates consists only of a footpath. In this instance the sign must be—

(i) located within a trading zone or alfresco dining zone if one has been approved for the subject property; or

(ii) where a trading zone or alfresco dining zone has not been approved for the subject property the sign must be placed such that it abuts the property's front boundary; and

(iii) the placement of a sign on a footpath must not reduce the footpaths effective width for use by pedestrians to a distance less than 1.8m.

- (j) the sign shall not be placed within 1m of a vehicle carriageway and a carriageway will be deemed to include a parking bay;
- (k) the sign shall not be placed in any other location where, in the opinion of the local government, the sign is likely to obstruct sight lines along a thoroughfare or cause danger to any person using the thoroughfare; and
- (l) the sign owner must maintain public liability insurance cover to a level agreed to by the local government. A copy of the insurance must be provided to the Town on an annual basis, or such other time as required by the Town, as evidence that the insurance cover has been renewed.

### 3.3 General Discretion

- (1) Notwithstanding other sections in this local law, the local government may consent to the placement of a sign that does not comply with a requirement or standard of this local law.
- (2) In determining whether to grant its approval to the placement of any sign, the local government may consider, in addition to any other matter, whether the placement of the sign would have an adverse affect on—
  - (a) the safe or convenient use of any land; or
  - (b) the safety or convenience of any person.

## PART 4—OBSTRUCTING ANIMALS, VEHICLES OR SHOPPING TROLLEYS

### *Division 1—Animals and Vehicles*

#### 4.1 Leaving an animal or vehicle in a public place or on local government property

- (1) A person shall not leave an animal or a vehicle, or any part of a vehicle, in a public place or on local government property so that it obstructs the use of any part of that public place or local government property, unless that person has first obtained a permit or is authorised to do so under a written law.
- (2) Subject to any other local law, a person does not contravene subclause (1) where the animal is secured or tethered for a period not exceeding 1 hour.
- (3) Subject to any other local law, a person will not contravene subclause (1) where the vehicle is left for a period not exceeding 24 hours.

#### 4.2 Prohibitions relating to animals

- (1) In subclause (2), “owner” in relation to an animal includes—
  - (a) an owner of the animal;
  - (b) a person who has the animal in his or her possession or under his or her control; and
  - (c) the occupier of any premises where the animal is ordinarily kept or ordinarily permitted to live.
- (2) An owner of an animal shall not—
  - (a) allow the animal to enter or remain for any time on any thoroughfare except for the use of the thoroughfare as a thoroughfare and unless it is led, ridden or driven;
  - (b) allow the animal which has a contagious or infectious disease to be led, ridden or driven in a public place;
  - (c) train or race the animal on a thoroughfare; or
  - (d) subject to subclause (4), allow the animal to defecate on a thoroughfare.
- (3) An owner of a horse shall not lead, ride or drive a horse on a thoroughfare in a built-up area, unless that person does so under a permit or under the authority of a written law.
- (4) An owner of an animal does not commit an offence if the defecation is immediately removed.

#### 4.3 Removal of vehicle or animal

An authorised person may impound an animal or vehicle left in contravention of clause 4.1

### *Division 2—Shopping Trolleys*

#### 4.4 Interpretation

In this Division—

- “retailer” means a proprietor of a shop in respect of which shopping trolleys are provided for the use of customers of the shop; and
- “shopping trolley” means a wheeled container or receptacle supplied by a retailer to enable a person to transport goods.

#### 4.5 Shopping trolley to be marked

A retailer shall clearly mark its name or its trading name on any shopping trolley made available for the use of customers.

#### 4.6 Person not to leave trolley in public place

A person shall not leave a shopping trolley in a public place or on local government property other than in an area set aside for the storage of shopping trolleys.

**4.7 Retailer to remove abandoned trolley**

(1) If a shopping trolley is found in a public place or on local government property, other than in an area set aside for the storage of shopping trolleys, the local government may advise (verbally or in writing) a retailer whose name is marked on the trolley of the location of the shopping trolley.

(2) A retailer shall remove a shopping trolley within 24 hours of being so advised under subclause (1).

**4.8 Retailer taken to own trolley**

In the absence of any proof to the contrary, a shopping trolley is to be taken to belong to a retailer whose name is marked on the trolley.

**4.9 Impounding of abandoned trolley**

An authorised person may impound a shopping trolley that is—

- (a) left on a thoroughfare, verge or local government property that is not marked in accordance with clause 4.5; or
- (b) not removed by a retailer after having been so advised under clause 4.7(2).

**PART 5—TRADING IN THOROUGHFARES AND PUBLIC PLACES***Division 1—Stallholders and Traders***5.1 Interpretation**

In this Division, unless the context otherwise requires—

“public place” includes—

- (a) any thoroughfare or place which the public are allowed to use whether or not the thoroughfare or place is on private property; and
- (b) local government property, but does not include premises on private property from which trading is lawfully conducted under a written law.

“stall” means a movable or temporarily fixed structure, stand, table or vehicle in, on or from which goods or services are sold, hired or offered for sale or hire;

“stallholder” means a person in charge of a stall;

“stallholder’s permit” means a permit issued to a stallholder;

“trader” means a person who carries on trading;

“trader’s permit” means a permit issued to a trader; and

“trading” includes—

- (a) the selling or hiring of, the offering for sale or hire of or the soliciting of orders for goods or services in a public place;
- (b) displaying goods in any public place for the purpose of—
  - (i) offering them for sale or hire;
  - (ii) inviting offers for their sale or hire;
  - (iii) soliciting orders for them; or
  - (iv) carrying out any other transaction in relation to them.

**5.2 Stallholder's permit**

A person shall not conduct a stall on a public place unless that person is—

- (a) the holder of a valid stallholder’s permit; or
- (b) an assistant specified in a valid stallholder’s permit.

**5.3 Trader's permit**

A person shall not carry on trading unless that person is—

- (a) the holder of a valid trader’s permit; or
- (b) an assistant specified in a valid trader’s permit.

**5.4 No permit required to sell newspaper**

Despite any other provision of this local law, a person who sells, or offers for sale, a newspaper is not required to obtain a permit.

**5.5 Conduct of stallholders and traders**

(1) A stallholder while conducting a stall or a trader while trading, must—

- (a) display her or his permit in a conspicuous place on the stall, vehicle or temporary structure or, if there is no stall, vehicle or temporary structure, carry the permit with him or her while conducting a stall or trading;
- (b) not display a permit unless it is a valid permit; and
- (c) when selling goods by weight, carry and use for that purpose, scales tested and certified in accordance with the provisions of the *Trade Measurement Administration Act 2006*.

(2) A stallholder or trader must not—

- (a) deposit or store any thing or any part of a thoroughfare so as to obstruct the movement of pedestrians or vehicles;
- (b) act in an offensive manner; or

- (c) use or cause to be used any apparatus or device, including any flap or shelf, whereby the dimensions of a stall, vehicle or structure are increased beyond those specified in the permit.

*Division 2—Street entertainers*

**5.6 Interpretation**

In this Division, unless the context otherwise requires—

- “**perform**” includes to play a musical instrument, sing, mime, dance, give an acrobatic or aerobic display or entertain, but does not include public speaking;
- “**permit**” means a permit issued for the purpose of clause 5.7;
- “**permitted area**” means the area or areas, specified in a permit, in which the permit holder may perform; and
- “**permitted time**” means the time or times, specified in a permit, during which the permit holder may perform.

**5.7 Permit required to perform**

A person shall not perform in a public place without a permit.

**5.8 Variation of permitted area and permitted time**

(1) The local government may by notice in writing to a permit holder vary—

- (a) the permitted area;
- (b) the permitted time; or
- (c) both the permitted area and the permitted time,

shown on a permit.

(2) The local government may direct a permit holder to move from one permitted area to another permitted area, if more than one area is specified in a permit.

**5.9 Duration of permit**

A permit is valid for a period of 3 months after the date on which it is issued unless it is sooner cancelled under this local law.

**5.10 Cancellation of permit**

The local government may cancel a permit, if in the opinion of an authorised person—

- (a) the volume of sound caused by the permit holder in connection with the performance adversely affects the enjoyment, convenience or comfort of other persons in a public place; or
- (b) the performance otherwise constitutes a nuisance.

*Division 3—Outdoor Eating Facilities on Public Places*

**5.11 Interpretation**

In this Division—

- “**facility**” means an outdoor eating facility or establishment on any part of a public place, but does not include such a facility or establishment on private land;
- “**permit holder**” means the person to whom a permit has been issued for the purpose of clause 5.12; and
- “**public place**” has the meaning given to it in clause 5.1.

**5.12 Permit required to conduct facility**

A person shall not establish or conduct a facility without a permit.

**5.13 Removal of facility unlawfully conducted**

Where a facility is conducted without a permit, or in contravention of a condition of a permit, any tables, chairs, umbrellas or other equipment may be removed by an authorised person and impounded in accordance with the Act.

**5.14 Temporary removal of facility may be requested**

- (1) The permit holder for a facility is to temporarily remove the facility when requested to do so on reasonable grounds by an authorised person or a member of the Police Service or an emergency service.
- (2) The permit holder may replace the facility removed under subclause (1) as soon as the person who directed her or him to remove it allows it to be replaced.

**PART 6—PERMITS**

*Division 1—Applying for a permit*

**6.1 Application for permit**

- (1) Where a person is required to obtain a permit under this local law, that person must apply for the permit in accordance with subclause (2).
- (2) An application for a permit under this local law must—
- (a) be in the form determined by the local government;
- (b) be signed by the applicant;

- (c) provide the information required by the form;
  - (d) contain other information required, for that particular type of permit, under this local law; and
  - (e) be forwarded to the CEO together with any fee imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.
- (3) The local government may require an applicant to provide additional information reasonably related to an application before determining an application for a permit.
- (4) The local government may require an applicant to give local public notice of the application for a permit.
- (5) The local government may refuse to consider an application for a permit which is not in accordance with subclause (2).

### 6.2 Decision on application for permit

- (1) The local government may—
- (a) approve an application for a permit unconditionally or subject to any conditions; or
  - (b) refuse to approve an application for a permit.
- (2) If the local government approves an application for a permit, it is to issue to the applicant a permit in the form determined by the local government.
- (3) If the local government refuses to approve an application for a permit, it is to give written notice of that refusal to the applicant.
- (4) Where a clause of this local law refers to conditions which may be imposed on a permit or which are to be taken to be imposed on a permit, the clause does not limit the power of the local government to impose other conditions on the permit under subclause (1)(a).
- (5) Where a clause of this local law refers to the grounds on which an application for a permit may be or is to be refused, the clause does not limit the power of the local government to refuse the application for a permit on other grounds under subclause (1)(b).

### 6.3 Relevant considerations in determining application for permit

- (1) In determining an application for a permit, the local government is to have regard to—
- (a) any relevant policy of the local government;
  - (b) the desirability of the proposed activity;
  - (c) the location of the proposed activity; and
  - (d) such other matters as the local government may consider to be relevant in the circumstances of the case.
- (2) The local government may refuse to approve an application for a permit on any one or more of the following grounds—
- (a) that the applicant has committed a breach of any provision of this local law or of any written law relevant to the activity in respect of which the permit is sought;
  - (b) that the applicant is not a desirable or suitable person to hold a permit; or
  - (c) such other grounds as the local government may consider to be relevant in the circumstances of the case.

### *Division 2—Conditions*

### 6.4 Conditions which may be imposed on a permit

The local government may approve an application for a permit subject to conditions relating to—

- (a) the payment of a fee;
- (b) the duration and commencement of the permit;
- (c) the commencement of the permit being contingent on the happening of an event;
- (d) the rectification, remedying or restoration of a situation or circumstance reasonably related to the application;
- (e) the approval of another application for a permit which may be required by the local government under any written law;
- (f) the area of the district to which the permit applies;
- (g) where a permit is issued for an activity which will or may cause damage to a public place, the payment of a deposit or bond against such damage;
- (h) the obtaining of public risk insurance in an amount and on terms reasonably required by the local government; and
- (i) the provision of an indemnity from the permit holder indemnifying the local government in respect of any injury to any person or any damage to any property which may occur in connection with the use of the public place by the permit holder.

### 6.5 Imposing conditions under a policy

- (1) In this clause—

“**policy**” means a policy of the local government adopted by the Council containing conditions subject to which an application for a permit may be approved under clause 6.2(1)(a).

(2) Under clause 6.2(1)(a) the local government may approve an application subject to conditions by reference to a policy.

(3) The local government is to give a copy of the policy, or the part of the policy which is relevant to the application for a permit, with the form of permit referred to in clause 6.2(2).

(4) An application for a permit is to be taken not to have been approved subject to the conditions contained in a policy until the local government gives the permit holder a copy of the policy or the part of the policy which is relevant to the application.

(5) Sections 5.94 and 5.95 of the Act shall apply to a policy and for that purpose a policy is to be taken to be information within section 5.94(u)(i) of the Act.

#### **6.6 Compliance with and variation of conditions**

(1) Where an application for a permit has been approved subject to conditions, or where a permit is to be taken to be subject to conditions under this local law, the permit holder shall comply with each of those conditions.

(2) The local government may vary the conditions of a permit, and the permit holder shall comply with those conditions as varied.

### *Division 3—General*

#### **6.7 Duration of permit**

A permit is valid for one year from the date on which it is issued, unless it is—

- (a) otherwise stated in this local law or in the permit; or
- (b) cancelled under clause 6.11.

#### **6.8 Renewal of permit**

(1) A permit holder may apply to the local government in writing prior to expiry of a permit for the renewal of the permit.

(2) The provisions of—

- (a) this Part; and
- (b) any other provision of this local law relevant to the permit which is to be renewed,

apply, with appropriate modifications to an application for the renewal of a permit.

#### **6.9 Transfer of permit**

(1) An application for the transfer of a valid permit is to—

- (a) be made in writing;
- (b) be signed by the permit holder and the proposed transferee of the permit;
- (c) provide such information as the local government may require to enable the application to be determined; and
- (d) be forwarded to the CEO together with any fee imposed and determined by the local government under and in accordance with sections 6.16 to 6.19 of the Act.

(2) The local government may approve an application for the transfer of a permit, refuse to approve it or approve it subject to any conditions.

(3) Where the local government approves an application for the transfer of a permit, the transfer may be effected by—

- (a) an endorsement on the permit signed by the CEO or an authorised person; or
- (b) issuing to the transferee a permit in the form determined by the local government.

(4) Where the local government approves an application for the transfer of a permit, it is not required to refund any part of any fee paid by the former permit holder.

#### **6.10 Production of permit**

A permit holder is to produce to an authorised person his or her permit immediately on being required to do so by that authorised person.

#### **6.11 Cancellation of permit**

(1) Subject to clause 8.1, a permit may be cancelled by the local government if the permit holder has not complied with—

- (a) a condition of the permit; or
- (b) a provision of any written law which may relate to the activity regulated by the permit.

(2) If a permit is cancelled the permit holder—

- (a) shall return the permit as soon as practicable to the local government; and
- (b) is to be taken to have forfeited any fees paid in respect of the permit.

#### **6.12 Nominee of permit holder**

Where a permit holder by reason of illness, accident or other sufficient cause is unable to comply with this local law, the local government may at the request of that permit holder authorise another person to be a nominee of the permit holder for a specified period, and this local law and the conditions of the permit apply to the nominee as if he or she was the permit holder.

## PART 7—OBJECTIONS AND APPEALS

### 7.1 Application of Part 9 Division 1 of Act

The provisions of Division 1 of Part 9 of the Act and regulation 33 of the Regulations apply to any local government decision.

- (a) to impose conditions on a permit;
- (b) to vary a permit; or
- (c) not to renew or cancel a permit.

## PART 8—NOTICES

### 8.1 Notice to redirect or repair sprinkler

Where a lawn or a garden is being watered with a sprinkler which is on the lawn or the garden, in a manner which causes or may cause an inconvenience or obstruction to any person or vehicle using a thoroughfare, the local government may give a notice to the owner or the occupier of the land abutting the lawn or the garden, requiring the owner or the occupier or both to move or alter the direction of the sprinkler or other watering equipment.

### 8.2 Hazardous plants

(1) Where a plant in a garden creates or may create a hazard for any person using a thoroughfare, the local government may give a notice to the owner or the occupier of the land abutting the garden to remove, cut, move or otherwise deal with that plant so as to remove the hazard;

(2) Subclause (1) does not apply where the plant was planted by the local government.

### 8.3 Damage to thoroughfare

Where any portion of a thoroughfare, kerb or footpath has been damaged, the local government may by notice to the person who caused the damage order the person to repair or replace that portion of the thoroughfare to the satisfaction of the local government.

### 8.4 Notice to remove thing unlawfully placed on thoroughfare

Where any thing is placed on a thoroughfare in contravention of this local law, the local government may by notice in writing to the owner or the occupier of the property which abuts that portion of the thoroughfare where the thing has been placed, or such other person who may be responsible for the thing being so placed, require the relevant person to remove the thing.

## PART 9—ENFORCEMENT

### *Division 1—Notices Given Under This Local Law*

#### 9.1 Offence to fail to comply with notice

Whenever the local government gives a notice under this local law requiring a person to do any thing, if the person fails to comply with the notice, the person commits an offence.

#### 9.2 Local government may undertake requirements of notice

Where a person fails to comply with a notice referred to in clause 9.1, the local government may do the thing specified in the notice and recover from that person, as a debt, the costs incurred in so doing.

### *Division 2—Offences and Penalties*

#### 9.3 Offences

(1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.

(2) Any person who commits an offence under this local law is liable, upon conviction, to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

#### 9.4 Prescribed offences

(1) An offence against a clause specified in Schedule 1 is a prescribed offence for the purposes of section 9.16(1) of the Act.

(2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in Schedule 1.

(3) For the purpose of guidance only, before giving an infringement notice to a person in respect of the commission of a prescribed offence, an authorised person should be satisfied that—

- (a) commission of the prescribed offence is a relatively minor matter; and
- (b) only straightforward issues of law and fact are involved in determining whether the prescribed offence was committed, and the facts in issue are readily ascertainable.

#### 9.5 Forms

Unless otherwise specified, for the purposes of this local law—

- (a) where a vehicle is involved in the commission of an offence, the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 1 of the Regulations;
- (b) the form of the infringement notice given under section 9.16 of the Act is that of Form 2 in Schedule 1 of the Regulations; and
- (c) the form of the notice referred to in section 9.20 of the Act is that of Form 3 in Schedule 1 of the Regulations.



*First Schedule**Local Government Act 1995*

## Town of Bassendean

ACTIVITIES ON THOROUGHFARES AND TRADING IN THOROUGHFARES AND  
PUBLIC PLACES LOCAL LAW 2010

## PRESCRIBED OFFENCES

Clause	Description	Modified Penalty \$
2.1(a)	Plant of 0.75m in height on thoroughfare within 6m of intersection	125
2.1(b)	Damaging lawn or garden	125
2.1(c)	Obstructing or causing a hazard on thoroughfare or verge	200
2.1(d)	Damaging or interfering with thoroughfare structure	350
2.1(e)	Playing games so as to impede vehicles or persons on thoroughfare	125
2.1(f)	Riding of skateboard or similar device on mall or veranda of shopping centre	125
2.1(g)	Removal of tree on thoroughfare or verge	350
2.2(1)(a)	Digging a trench through a kerb or footpath without a permit	200
2.2(1)(b)	Throwing or placing anything on a verge without a permit	200
2.2(1)(c)	Causing obstruction to vehicle or person on thoroughfare without a permit	200
2.2(1)(d)	Causing obstruction to water channel on thoroughfare without a permit	250
2.2(1)(e)	Placing or draining offensive fluid on thoroughfare without a permit	250
2.2(1)(f)	Damage a thoroughfare, kerb or footpath	250
2.2(1)(g)	Lighting a fire on a thoroughfare without a permit	350
2.2(1)(h)	Felling tree onto thoroughfare without a permit	200
2.2(1)(i)	Installing pipes or stone on thoroughfare without a permit	200
2.2(1)(j)	Installing a hoist or other thing on a structure or land for use over a thoroughfare without a permit	350
2.2(1)(k)	Creating a nuisance on a thoroughfare without a permit	200
2.2(1)(l)	Placing a bulk rubbish container on a thoroughfare without a permit	200
2.2(1)(m)	Interfering with anything on a thoroughfare without a permit	200
2.2(1)(n)	Prune or lop a tree without a permit	250
2.2(1)(o)	Plant or sow any seeds on a thoroughfare without a permit	125
2.2(1)(p)	Clear the surface of a thoroughfare without a permit	200
2.2(1)(q)	Construct a firebreak on a thoroughfare without a permit	250
2.3(1)	Consumption or possession of liquor on thoroughfare	125
2.4(1)	Failure to obtain permit for temporary crossing	250
2.5(2)	Failure to comply with notice to remove crossing and reinstate kerb	350
2.8(1)	Installation of verge treatment other than permissible verge treatment	250
2.9	Failure to maintain permissible verge treatment or placement of obstruction on verge	200
2.10	Failure to comply with notice to rectify default	200
2.16(2)	Failure to comply with sign on public place	125
2.18(2)	Driving or taking a vehicle on a closed thoroughfare	350
3.2(1)	Placing advertising sign or affixing any advertisement on a thoroughfare without a permit	125
3.2(3)	The erection or placing of a portable directional sign contrary to the local law	125
4.1(1)	Animal or vehicle obstructing a public place or local government property	125
4.2(2)(a)	Animal on thoroughfare when not led, ridden or driven	125

Clause	Description	Modified Penalty \$
4.2(2)(b)	Animal on public place with infectious disease	125
4.2(2)(c)	Training or racing animal on thoroughfare in built-up area	125
4.2(2)(d)	Allow a animal to defecate on a throughfare	125
4.2(3)	Horse led, ridden or driven on thoroughfare in built-up area	125
4.6	Person leaving shopping trolley in public place other than trolley bay	125
4.7(2)	Failure to remove shopping trolley upon being advised of location	125
5.2	Conducting of stall in public place without a permit	350
5.3	Trading without a permit	350
5.5(1)(a)	Failure of stallholder or trader to display or carry permit	125
5.5(1)(b)	Stallholder or trader not displaying valid permit	125
5.5(1)(c)	Stallholder or trader not carrying certified scales when selling goods by weight	125
5.5(2)	Stallholder or trader engaged in prohibited conduct	125
5.7	Performing in a public place without a permit	125
5.8(2)	Failure of performer to move onto another area when directed	125
5.12	Establishment or conduct of outdoor eating facility without a permit	350
5.14	Failure of permit holder to remove outdoor eating facility when requested	200
6.6	Failure to comply with a condition of a permit	200
6.10	Failure to produce permit on request of authorised person	125
9.1	Failure to comply with notice given under local law	200

Dated: 16 May 2011.

The Common Seal of the Town of Bassendean was affixed by authority of a resolution of the Council in the presence of—

Cr J. R. H. GANGELL, Mayor.  
Mr R. C. JARVIS, Chief Executive Officer.

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Title           Verge Policy Review

Prepared for   Town of Bassendean

Date            21 November 2019

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# Verge Policy Review

Prepared by Josh Byrne & Associates for the Town of Bassendean

## Internal Review Process

Date	Rev. No.	Purpose	Reviewed by	Approved by
18/10/19	Original	Internal review of draft report	JB	JB

## Client Review & Approval

Date	Rev. No.	Purpose	Reviewed by	Approved by
18/11/19	1	Update Policy	DC, LL, DD, GB	MM

This document may only be used for the purpose for which it was commissioned in accordance with the Terms of Engagement.

LANDSCAPE • SUSTAINABILITY • COMMUNICATIONS

## **Executive Summary**

Josh Byrne & Associates (JBA) was engaged by the Town of Bassendean to review their 'Draft Verge Treatment Policy' (2019). Project stages and tasks completed by JBA include:

- Conduct a review of the Town's verge policies and other relevant position statements.
- Coordinate and facilitate a community consultation session held on the 25<sup>th</sup> August 2019, to assist in the review of the policy, including a presentation on innovative and best practice opportunities from guest speaker Dr. Josh Byrne.
- Compile a brief report incorporating outcomes and recommendations from the review and community consultation (this document).
- Revise the Town's 'Draft Verge Treatment Policy' (2019) based on the outcomes of this process (Attachment 2).

This report summarises the various project stages and outcomes and provides recommendations for the Town's verge policy.

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# 1 Introduction

Verges provide a number of important environmental and social benefits beyond their practical function as a place for underground utilities, municipal rubbish collection and a protective barrier from the road. Verges are often recognised as an extension of our private residential space and increasingly as linear parks that connect to other green spaces in our suburbs and cities. Verges can be used to improve local biodiversity, improve local microclimate to mitigate the urban heat island effect, produce local food, include Waterwise treatments, manage stormwater, improve street amenity and walkability, and become a place for neighbours to connect (Culverhouse, 2018).

Josh Byrne & Associates (JBA) was engaged by the Town of Bassendean (ToB) to review their draft Verge Treatment Policy (2019). As part of this work, JBA and the Town facilitated a community consultation event held on the 25<sup>th</sup> of August 2019, to gain feedback from the community on the draft policy. The findings from this event are detailed in this report, as well as recommendations for the Town’s verge policy.

## 2 Preliminary Review of Draft Verge Policy

A review of the existing draft verge policy was undertaken to inform the community event and subsequent recommendations.

Review criteria included:

- Presence of supporting guidelines accompanying policy
- Alignment with the Water Corporation’s Waterwise Verge Best Practice Guidelines
- Availability of incentives/assistance for residents
- Integration with other ToB strategies and policies (Urban Forest/Street tree policy)
- Safety guidance
- Additional information on verge treatments or plant types specified (e.g. edible species).

### 2.1 Summary of Outcomes

A summary of the verge policy review is provided in Table 1.

Table 1. Summary of Town of Bassendean verge review

Town of Bassendean	
<b>Verge Policy and/or Guidelines</b>	<p>Draft Verge Treatment Policy  <a href="https://www.yoursay.bassendean.wa.gov.au/47893/documents/110752">https://www.yoursay.bassendean.wa.gov.au/47893/documents/110752</a></p> <p>Draft Verge Maintenance Policy  <a href="https://www.yoursay.bassendean.wa.gov.au/47893/documents/110753">https://www.yoursay.bassendean.wa.gov.au/47893/documents/110753</a></p> <p>Street Verge Greening Guidelines  <a href="https://www.yoursay.bassendean.wa.gov.au/47893/documents/110754">https://www.yoursay.bassendean.wa.gov.au/47893/documents/110754</a></p>
<b>Alignment with Waterwise Verge Best Practice Guidelines (Water Corporation)</b>	<p><b>Approvals and Controls:</b> No approvals required.</p> <p><b>Design:</b> Some design advice is provided in Appendix 1: Permissible Verge Treatment Guidelines and in the Street Verge Greening Guidelines. Only one design illustration is provided but residents are directed to other resources.</p>

	<p><b>Preliminary Works and Soil Preparation:</b> Dial before you dig noted in Appendix 1 and Street Verge Greening Guidelines. No information on soil preparation.</p> <p><b>Plant Selection:</b> Advice on heights and a preference for local native species is provided in Appendix 1 and Street Verge Greening Guidelines however no examples or lists of waterwise native plant species are provided.</p> <p><b>Mulch:</b> Acceptable application of mulch is noted in Appendix 1.</p> <p><b>Irrigation:</b> Irrigation is accepted and conditions are stipulated in Appendix 1.</p> <p><b>Maintenance:</b> Maintenance as the responsibility of the owner is noted early in the draft policy. Residents are referred to a separate Verge Maintenance Policy. "</p>
<p><b>Incentives and Assistance</b></p>	<p>Residents are directed to the Water Corporation for information on incentives.</p> <p>The Town does offer a native plant subsidy and some sustainability workshops but no information is provided on this in the policy or guidelines.</p>
<p><b>Integration with Key Strategies and Policies (e.g. Urban Forest Strategy; Climate Change Strategy; Street Tree Policy)</b></p>	<p>Draft Verge Treatment Policy</p> <p>Draft Street Verge Greening Guidelines</p> <p>Draft Verge Maintenance Policy</p> <p>Street Tree Protection Policy</p> <p>Amenity Tree Evaluation Policy</p> <p>Adopt a Tree Program</p> <p>Landscaping with Local Plants Policy</p> <p>Street Tree Pruning, Removal and Replacement Policy</p> <p>Strategic Community Plan 2017-2027</p> <p>Crossover Policy</p> <p>Draft Urban Forest Strategy 2016-2026</p> <p>Local Climate Change Adaptation Plan 2011</p>
<p><b>Safety Guidance</b></p>	<p>Draft Verge Treatment Policy Appendix 1 provides advice on Non-Compliant Verge Treatments, with an emphasis on safety e.g. "Undue hazards and sharp objects such as rocks, stakes and star pickets cannot be placed on the verge".</p>
<p><b>Additional Info/Other Verge Treatments Specified</b></p>	<p>A detailed table of acceptable and unacceptable material is provided. Edible plants and raised garden beds are acceptable verge treatments. Loose objects, concrete and synthetic turf are unacceptable.</p> <p>Stormwater management and the need to consider porous and permeable materials is noted.</p>



### 3 Community Consultation Event

Including ideas and feedback from Town of Bassendean residents was identified as a key requirement for the update of the draft Verge Treatment Policy. JBA and ToB organised and facilitated a community event to allow residents the opportunity to provide feedback.

#### 3.1 'Verge Discussion with Josh Byrne' Community Event

The community event, 'Verge Discussion with Josh Byrne' was held on Sunday 25<sup>th</sup> August from approximately 10.00am-12.00pm, at the Past Players Room, Swan Districts Football Club (Figure 1 and 2). The purpose of the event was to provide residents with an opportunity to hear from guest speakers, ask verge garden related questions, and share ideas about what they would like included in the revised verge policy. Approximately 50 people attended the event. The schedule of speakers included:

- Deanie Carbon, Town of Bassendean, MC.
- Mayor Renee McLennan, Town of Bassendean, open workshop and provide background on the Town's verge position.
- Lisa Last, local resident, Town of Bassendean, local perspective and advocate for verge transformations.
- Dr. Josh Byrne, Josh Byrne & Associates, the role and value of verges and opportunities.



Figures 1 and 2: Dr. Josh Byrne presenting and attendees at the 'Verge Discussion with Josh Byrne' community event.

Question time followed the formal presentations. During the second half of the event, participants were invited to provide feedback on the verge policy and discuss in small groups at their tables. Attendees were invited to share their ideas via post-it notes on A3 verge images provided on tables (Figure 3). Those that were unable to attend or wanted to provide further information were invited to do so via the 'Your Say Bassendean' page and via emails to JBA and Town staff.



Figure 3: Verge Image used to illicit feedback from participants at the ‘Verge Discussion with Josh Byrne’ community event. Original image courtesy of City of Cockburn.

### 3.2 Community Event Outcomes

Approximately 150 items of feedback were provided by attendees during the ‘Verge Discussion with Josh Byrne’ community event or via the ‘Your Say Bassendean’ webpage. Ideas, requests and comments for verges in the Town have been documented verbatim in Attachment 1.

#### 3.2.1 Summary of community feedback

Responses were initially sorted into a number of overarching categories. These included:

- General comments or questions from participants
- Requests for verge assistance and advice on planning, preparation and maintenance
- Requests for advice on supporting biodiversity
- Requests for demonstration verges and verge education events
- Requests for advice on species and design
- Street trees
- General sustainability advice
- Verges, urban planning and water sensitive urban design

The community event highlighted the number of enthusiastic, engaged and supportive residents within the Town that were appreciative of the opportunities already provided in the current policy. Residents mostly requested that the Town provide more assistance with verge design, species selection, preparation and maintenance advice. However, many great collaborative ideas were shared, demonstrating the benefit of verge transformations in supporting community cohesion, networking and increasing the liveable spaces within the Town. Attendees also commended the Town on forgoing an application process. Table 2 details the major themes and ideas to emerge from the community consultation, with original notes included in Attachment 1.

Table 2. Summary of community consultation feedback

Community ideas and requests for Verge Treatment Policy
<ul style="list-style-type: none"> <li>– Share and celebrate successful verge transformations: best verge competitions, success stories, local verge tours, create a verge transformation map and consider an ‘Adopt a Verge’ program.</li> <li>– Support collective verge transformations, verge working groups, citizen science opportunities and involvement of local schools.</li> <li>– Provide advice and education on best practice gardening and maintenance.</li> <li>– Provide incentives: local mulching, free mulch delivery, increase opportunities for native plant subsidies.</li> <li>– Provide advice on planning and designing a verge transformation, e.g. create a verge transformation starter kit.</li> <li>– Provide images and advice on suitable species (e.g. compatibility with existing street trees and species for increased biodiversity/habitat creation), as well as preferred plant suppliers.</li> <li>– Provide verge assistance programs: assistance in verge preparation (removal of existing turf, weeds and rubble), assistance in verge establishment, assistance in verge maintenance for those in need, provision of assistance services/materials at a subsidised rate for neighbours.</li> <li>– Promote Water Sensitive Urban Design.</li> <li>– Consider footpath placement and construction materials (permeable), as well as connectivity of verges.</li> <li>– Verge design to consider parking, bulk waste pick up and deliveries.</li> <li>– Street tree requests: how to care for them (residents and Town pruning practices), replacement and planting opportunities, requests for alternative species, and the need for urban canopy protection beyond street trees.</li> <li>– Continue to support street furniture and edible verges.</li> <li>– Requests for underground power to assist in verge transformations and increased tree canopy.</li> </ul>

#### 4 Revised Policy and Recommendations

A revised Verge Treatment Policy has been included as Attachment 2. The policy has been updated to align with the Water Corporation’s ‘Waterwise Verge Best Practice Guidelines’. The revised policy will require additional information to be made available to residents via updated Guidelines and the Town website. We suggest having one set of guidelines to reduce replication of material and to make it easier for residents, rather than having guidelines as an attachment to the policy and also as a stand-alone document as per the current set of materials.

JBA recommends a number of opportunities be explored by the Town to support their updated verge policy:

- Update existing Street Verge Greening Guidelines to accompany the updated Policy. This is an opportunity to provide residents with more information as requested, e.g. detailed species lists, assistance programs, subsidies, advice on planning and maintenance. Further, these Guidelines should contain images and illustrations to easily convey advice, particularly regarding design and species selection.
- Showcase and celebrate exemplar verge projects e.g. hold an annual ‘Verge Open Day’ event, hold a verge garden competition, host guided verge walks, create an annotated map of transformed verges.

- Promote neighbourhood verges and include ideas for collaboration in Guidelines.
- Continue to demonstrate leadership in allowing for safe verge experimentation and individualisation, e.g. via productive edible verge gardens, raised garden beds, seating and little libraries. Consider alternative safe materials for raised planters as part of this.
- Investigate provision of more subsidies and incentives. For example, ways to make native plant subsidies more accessible and organise bulk purchasing of supplies for residents to reduce individual costs.
- Provide assistance for verge preparation, particularly for elderly, disabled and groups of neighbours e.g. earthworks and clearing grass or create a ‘verge transformation kit’.
- Provide advice/education (e.g. workshops) on maintenance, especially for edible verge gardens.
- Investigate opportunities for local/on-site mulching to help residents turn their own green waste into mulch.
- Continue to grow and connect the urban canopy and advocate for greater tree protection in urban infill projects.

## 5 References and Resources

Culverhouse, E. (2018) Are we on the verge of something new? An analysis of community perceptions and ecological value of local green space. Bachelor of Science Honours Thesis, Murdoch University.

The following resources were used in Dr Josh Byrne’s presentation delivered during the ‘Verge Discussion with Josh Byrne’ community event.

### ***Urban Greening Facts:***

2020 Vision (2015). The 2020 Vision Plan. How businesses, government, education and community can work together to create 20% more green space in urban areas by 2020. Eds. Jess Miller and Ben Peacock. Creative Commons licence.

World Health Organisation (2016). Urban green spaces and health. WHO Regional Office for Europe, Copenhagen. [http://www.euro.who.int/\\_data/assets/pdf\\_file/0005/321971/Urban-green-spaces-and-health-review-evidence.pdf](http://www.euro.who.int/_data/assets/pdf_file/0005/321971/Urban-green-spaces-and-health-review-evidence.pdf)

Loughnan, ME, Tapper, NJ, Phan, T, Lynch, K, McInnes, JA (2013). A spatial vulnerability analysis of urban populations during extreme heat events in Australian capital cities, National Climate Change Adaptation Research Facility, Gold Coast, 128 pp.

### ***National Verge Movements:***

Cool Streets: <https://www.coolstreets.com.au/>

Green the Street: <https://greenthastreet.org/>

Experiments in greening the streets: <https://www.foreground.com.au/cities/its-happening-on-the-verge-community-experiments-in-greening-the-streets/>

EKKA display of Green Street: <https://www.ekka.com.au/whats-on/green-the-street/>

<https://greenmagazine.com.au/leading-urban-designers-reimagine-the-street-of-the-future-in-brisbane/>

<https://www.foreground.com.au/cities/its-happening-on-the-verge-community-experiments-in-greening-the-streets/>

### ***Productive***

<https://www.abc.net.au/news/2017-05-31/urban-food-street-map/8576756>

<https://www.abc.net.au/news/2019-01-25/urban-food-street-development-plan-leaves-resident-devastated/10749800>

### ***Social***

Foreground Street Eats article (2017) <https://www.foreground.com.au/public-domain/suburban-wasteland-community-kitchen/>

2020 Vision case study: Great Spaces. <http://2020vision.com.au/parks/buderim-urban-food-street>

<http://foodisfreeproject.org>

### ***Waterwise Verge Best Practice Guidelines***

Water Corporation Waterwise Verge Best Practice Guidelines: <https://www.watercorporation.com.au/-/media/files/business/save-water/waterwise-council/waterwise-verge-best-practice-guidelines.pdf>

## **6 Attachments**

### **6.1 Attachment 1: Feedback Captured During Community Event**

A table detailing the verbatim notes provided by residents during the 'Verge Discussion with Josh Byrne' community event and a brief thematic analysis.

### **6.2 Attachment 2: Revised Verge Policy**

JBA have prepared a revised Policy for the City to consider and amend as appropriate.

Community Feedback Town of Bassendean Verge Policy

<b>Comments from ToB Verge Policy Review</b>	<b>Category (policy, request, pilot/example site, feedback, general comments)</b>	<b>Themes and Recommendation for policy/guidelines/report</b>
Good to see fruit trees included in policy and guidelines.	Comment	Current verge inclusion
Fantastic to see structures, such as Little Free libraries, being added to the verge policy.	Comment	Current verge inclusions
I would love to have the ability to have a community fruit and veg garden in my large verge.	Comment	Community edible verge garden
What a great initiative - particularly the allowance for a raised garden bed so people may plant a vegetable garden. The streamlined process (no need to submit an application) will surely make more people inclined to make one!	Comment	Current verge inclusions
Wonderful idea to plant onto verges to say goodbye to some lawn space, as well as having the street trees. Great to have a free session by Josh Byrne. Guidelines and policy re verge treatment are clear. Policy re maintenance not so clear.	Comment	Clarify verge maintenance
Veggies please fruit tree.	Comment	Edible verges
On busy roads council trees to reduce noise.	Comment	Street trees
I love this idea. Our verge currently has an ugly tree, weeds with a splash of kangaroo paw. With smaller blocks now, edible verges is brilliant. I do also love the look of the native garden, would save water too.	Comment	Native and edible verges
Woud love Grass Trees on verge (29 Seventh Ave) opposite reserve as an echo. Remember the grass trees council planted were destroyed by vandals.	Comment	Grass trees on verge
Need shade/power lines.	Comment	Street trees
And replace lawn with plantings low - one shade tree low enough not to invoke W.P pruning.	Comment	Street trees
Overarching concept of Success Rd (eastern side) designed as as Avenue with trees and shrubs either side leading to Success Hill Reserve.	Comment	Street trees
Food on verge - what about pollution from cars/nitrates if you grow food on a verge.	Comment	Edible verges
Wicking beds.	Comment	Verge design
Networking opportunities, social media, facilitation. Street networking.	Comment	Benefits of verges
Red tailed Black Cockatoo need the big trees for nut fruit (Marri?).	Comment	Biodiversity advice
Seating.	Comment	Permissible materials

Community Feedback Town of Bassendean Verge Policy

Waiting for the power line to go underground so we can have the shade/bird tree.	Comment	Underground power
Underground power, yes please! Improve amenity, safety and reliability of power.	Comment	Underground power
Footpaths: Have them on both sides of the street. Locate adjacent to road rather than property boundary. Can they be made more permeable?	Comment	Footpaths
Negative consequence of reducing available parking on verge. This forces cars to be parked on streets, thus creating traffic hazard.	Comment	Verge parking
Underground power.	Comment	Underground power
Consider bulk collections and deliveries for your house and garden when designing verge.	Comment	Verge design
ToB tree pruning practices.	Comment	Street trees
Underground power required.	Comment	Underground power
Conversations needed with developers to protect and retain trees.	Comment	Street trees (protection)
Connecting spaces is important. Eastern side of Success Rd and the verges leading into Success Hill Reserve need to connect with the reserve.	Comment	Connected green space
Difficult when vandalism occurs.	Comment	Vandalism
Standardised approach to design.	Comment	Verge design
I believe the amended verge policy and guideline will give owners more flexibility to move away from unproductive verges. I especially like idea of edible gardens.	Comment	Flexibility in amended policy
No problem with the verge policy and guidelines.	Comment	No change
AusPost unintentionally run over our new seedlings. Is there any guidance to postie access?	Comment	Accessibility
Would love to see enthusiastic residents enabled to garden their verges but can be difficult and expensive.	Comment	Verge assistance
Lobbying state govt re: developers coming in to line with the local govt policy of greening our neighbourhood.	Comment	Support urban greening
Can we remove the concrete crossover and replace with narrow wheel strips - increase green space.	Question	ToB crossover design
How do you know which plants to grow under gum trees, bottle brushes etc.	Question	Info on suitable species and verge design
Verge trees: Does council consider which trees clean the air more than others or they just plant to match the previously planted trees.	Question	Street trees
Verge policy: Some houses have their verge totally paved or covered with gravel. This does not go with council policy. How council is going to reinforce the policy?	Question	Verge policy enforcement

Community Feedback Town of Bassendean Verge Policy

Josh's presentation showed a box made of corten steel. Why cant we use these as other alternative materials?	Question	Permissible materials
Verge Benches and Libraries: Why do these need to be adjacent to property boundary, especially where footpath is next to the road?	Question	Permissible treatments
Does a rain/stormwater management verge require gravel? Gravel is not a permissible verge treatment under the draft policy.	Question (WSUD)	Permissible materials
How can ToB encourage and assist with collective verge transformations?	Question	Collective verge transformation
What species are appropriate for under power lines?	Question	Suitable species
Re-activate verge transformation group to help people with the work.	Request: assistance	Verge transformation group
Working group for "forgotten" parcels of open space e.g. odd verges.	Request: assistance	Verge working group
Subsidise purchase of native plants (as done previously!)	Request: assistance	Subsidy
Advice on how to deal with couch grass when doing verge planting.	Request: assistance	Verge preparation
Arrange groups of homes wanting verge grass cleared to work at the same time to have contractors attend and do a few at a time to reduce cost, perhaps council facilitate companys that are trusted and at a good rate.	Request: assistance	Verge preparation
Perhaps town staff could do some of the work currently undertaken by volunteers?	Request: assistance	ToB help
Men of the Trees in Hazelmere (now Trillion Trees) helpful with verge appropriate species. (communicate this to residents).	Request: assistance	verge species professional advice
Consider free delivery of mulch to residents in addition to existing free mulch pick up. Need not be inconvenient to the town if done when truck is already loaded to re-stock depot.	Request: assistance	Verge assistance mulch
Assistance for elderly/disabled.	Request: assistance	For elderly
Assistance in removal of existing non-native trees.	Request: assistance	Street trees
Assist residents in installing verge gardens. City of Vincent's Adopt a Verge program provides assistance to residents for earthworks, supply of mulch and a voucher for 20 native tube stock to be redeemed at biannual native plant sale.	Request: assistance	Mulch, native tube stock
Subsidising plants available - ensure that there is opportunity for everyone to purchase (I have tried but each time all have been sold at beginning of week and as a person who works I cant get there early in the week. E.g. voucher for those interested.	Request: assistance	More plant subsidy opportunities
Town needs to issue vouchers for native plants in a better way to make it easier for residents to access (e.g. can they be issued online).	Request: assistance	Online native plant vouchers
Assistance delivering free mulch.	Request: assistance	mulch delivery
Fauna boxes for street trees.	Request: biodiversity habitat	Fauna habitat



Community Feedback Town of Bassendean Verge Policy

Birds: which trees? Experts. How many?	Request: biodiversity habitat	Birds
Best Verge Competition. Or Best adjoining verge gardens competition to encourage collaboration between neighbours. Inspired by Vincent, Subiaco and Baywater best verge competitions.	Request: demonstration	Best verge competition
Investigate funding from WC for verge competitions.	Request: demonstration	WC support for verge competitions
Pass on info about what has worked.	Request: demonstration	ToB to share success stories
Verge garden competition. Categories: native, edible, community, waterwise.	Request: demonstration	Verge competition
Council to organise events to raise interest in transforming verges.	Request: demonstration	increase interest in verge transformation
"Verge tour" similar to Basso Historic Talk.	Request: demonstration	Verge tours
Annual guided walk of verge gardens (tie to open garden day).	Request: demonstration	Verge guided walk
Council to provide residents with maps of ammenities on each verge - say a street by street map delivered with address identified so you can find your house/verge.	Request: demonstration	Verge amenity street map
Regular features of verge transformed on Basso website.	Request: demonstration	Online record of verge features
To ensure biodiversity a type of registry of what types of plants are lacking (or ammenities). E.g. no point every person on street installing behives so limit too much duplication of certain plant species.	Request: design	Species advice (for biodiversity)
Information on verge garden planning.	Request: design	Verge planning
Boxing out the verge is necessary in some circumstances.	Request: design	Flexibility
Boxing out service is provided by other LGs to maintain mulch, prevent erosion and protect street trees. Residents could make joint applications for this service.	Request: design	Resident collaboration
Would love to put a group of logs for sitting in a group on lawn as a meeting spot for neighbours, 29th Seventh Ave Verge.	Request: design	Permissible materials
Footpath - permeable gravel on one side of the street.	Request: design	Council footpath design
More little free libraries.	Request: design	Permissible treatments
Planter boxes: why restrict them to wood?	Request: design	Permissible materials
Flexibility in location of path away from road edge.	Request: design	Path
Can we dig down 20-30cm into our verge to install a wicking bed? This would be a water efficient way to grow herbs and greens on the verge. The draft policy seems to suggest that cant do any digging down when you install a raised garden bed.	Request: design	Alternative materials
Food for free cart.	Request: edible verges	Edible verges
Swap group.	Request: edible verges	Edible verges
Educational advice re: best practice for ongoing gardening. E.g fruit fly control, plant selection.	Request: education	Gardening advice
Council to maintain a register of verge transformations on website.	Request: education	Online list of verge transformations
How to care for fruit trees. Workshops/education.	Request: education	Fruit tree care

Community Feedback Town of Bassendean Verge Policy

Enhanced communication about how to care for street trees and where to plant them on the verge that suits homeowners.	Request: education	Street trees
Online for FAQ's and expert panel.	Request: education	Online
Promote citizen science projects to engage with local schools.	Request: education	Citizen science and schools
Educate residents on open and crowd source maps illustrating trees/shrubs in community.	Request: education	Maps
Pictures and plant growth info.	Request: guidelines	Detailed species info
More detail and photos on species and how they grow (in guidelines and fact sheets).	Request: guidelines	Verge species and growth details
Guidelines/kit to enable street verge/planting discussion - starters.	Request: guidelines	Advice for getting started
Adjacent residents could jointly apply for mulch delivery and this also encourages residents to work together to maintain verge gardens.	Request: maintenance	Resident collaboration
Free/cheap mulch readily available (not by the truckload).	Request: maintenance	Free mulch
Underground power! Pruning and planting calendar.	Request: maintenance	Pruning and planting advice
Good mulch.	Request: maintenance	mulch
Free mulch.	Request: maintenance	mulch
Trees to be maintained by the Town (including fruit trees).	Request: maintenance	ToB to maintain trees
Re-examine the timing of the green waste collection to better suit the time of year most suited to annual pruning.	Request: maintenance	Green waste collection
Provision of access to a community mulcher so residents can mulch and reuse garden waste on their own properties.	Request: maintenance	Community mulcher
Verge fruit trees and management of them (e.g. managing fruit fly, not spraying).	Request: maintenance	Safely managing pests
ToB to provide more varieties of mulch.	Request: maintenance	More mulch varieties
Help residents to turn own garden waste into mulch. Could be via a street or shared mulch approach.	Request: maintenance	Assist with local mulching
Collection of removed topsoil and composting at a local facility to allow for reuse. Particularly useful to reapply topsoil with high clay content to more sandy areas of ToB.	Request: maintenance	Verge maintenance local composting
Irrigation of verge and cost.	Request: maintenance	Irrigation
Mulch green waste collection on site. Make it available to residents free of charge, saves on transport and storage costs for council.	Request: maintenance	Local mulch service
Opportunity to discuss where the street trees are planted.	Request: planning	Street trees
Community planting opportunities for street trees to involve the community/neighbours.	Request: planning	Street trees
Incentive the retention of suitable existing verge trees - stop developers from bulldozing.	Request: planning	Street trees
Investigate the use of green crossovers (as in Bayswater) or wheel track crossovers to replace bitumen or concrete as part of verge policy.	Request: planning	Green crossovers
Re-examine the choice available for street trees.	Request: planning	Street trees

Community Feedback Town of Bassendean Verge Policy

Council facilitated street/area neighbours to get together to plan their "linear parks".	Request: planning	Neighbourhood verges
Verge policy to mention "dial before you dig".	Request: policy	Include 'Dial before you dig'
Plant subsidies all year round.	Request: preparation	Plant subsidies
Subsidise planters for veggie garden.	Request: preparation	Materials subsidy
ToB to organise bulk purchase of verge gardening supplies. Residents can register what it is they require and when the registrations meet a certain quota the Town can leverage a reduced price for the interested group.	Request: preparation	ToB leverage bulk supplies
We would like to have a nice verge but we do not have any help. If the Town Council can help us, we can help maintaining it.	Request: preparation	Assistance
Free soil testing and information on fixing for suitability for natives.	Request: preparation	Soil testing
Council to provide services to use Roundup safely using licenced contractors for couch grass on verges.	Request: preparation	Couch grass removal
Council could provide a verge transformation kit: tools, materials, info, insurance, guidelines.	Request: preparation	Guidelines
Subsidise bulk purchase of natural materials for path in waterwise verge.	Request: preparation	Subsidised materials
Guidance on verge clearing before implementing verge gardens ie use of weed killer etc. May be able to get help from council.	Request: preparation	Weed and grass removal
Could Bassendean council organise the bulk purchase of garden supplies for verge gardens e.g. compost bins, raised beds, edging, plants, soils, compost, mulchers, fruit fly traps, citrus galls wasps, growing medium to leverage a reduced cost to residents.	Request: preparation	Subsidised materials
Water truck to service new gardens.	Request: preparation	Watering
Incentivise the clearing and replanting of verges by subsidising the cost to residents (perhaps by using council machinery).	Request: preparation	Subsidise grass removal
A list of local plants that work well in the area.	Request: species	Local verge plant species
More information on the species available as part of the cheap plants (men of the trees).	Request: species	Species advice
Info on bird/bee attractors.	Request: species	Biodiversity advice
Can we choose what tree species goes in?	Request: species	Street trees
What species are best? More advice on what to grow.	Request: species	Advice
More information required on selecting the right tree (e.g. Town to refer residents to WC page <a href="https://www.watercorporation.com.au/home/builders-and-developers/working-near-our-assets/selecting-the-right-tree">https://www.watercorporation.com.au/home/builders-and-developers/working-near-our-assets/selecting-the-right-tree</a> ).	Request: species	ToB advice on tree species
Permitting edibles.	Request: species	Edible verges
Advice on local indigenous species.	Request: species	Indigenous natives
Advice on low care plants.	Request: species	Low care
Propagation workshops for edibles and natives.	Request: species	Propagation
Discount native plants.	Request: species	Plant subsidies

Community Feedback Town of Bassendean Verge Policy

Discount vouchers for native plants/seedlings.	Request: species	Subsidy
3 neighbours opposite Success Hill Reserve want street trees on verge. Limited by low power lines - maybe smaller Callistamon like Callistamon slim.	Request: street trees	Street tree
Remove and replace diseased verge trees.	Request: street trees	Replace
Replace non native trees with native if tree is unwell.	Request: street trees	Replace
Potential to replace unsuitable street trees with more appropriate ones.	Request: street trees	Replacement
Community workshops: make your own compost, setting up worm farms, setting up an organic vegetable garden, designing native gardens.	Request: sustainability	Community workshops
Visibility into forward-planning works projected that will have an impact on verge gardens.	Request: urban planning	Council information sharing
Assistance in moving established street trees impacted by development.	Request: urban planning	Street trees
Utilise materials from other councils e.g. City of Stirling has a list with images of waterwise verge appropriate plants.	Request: utilise other council information	Policy/guidelines to utilise material from other verges
Town to utilise WC Waterwise Greening Scheme to assist residents (including Verge subsidies, street tree programs, garden competitions, plant sale subsidies, verge and garden workshops) <a href="https://www.watercorporation.com.au/home/business/saving-water/waterwise-programs/waterwise-council-program/verge-incentive-scheme">https://www.watercorporation.com.au/home/business/saving-water/waterwise-programs/waterwise-council-program/verge-incentive-scheme</a> .	Request: utilise WC information	Policy/guidelines to utilise WC material
Rain gardens and WSUD in road works.	Request: WSUD verge	Council incorporate WSUD
Raingardens for Railway Pde. Success Hill street parking WSUD permeable paving to compensate for PSP.	Request: WSUD verge	Council incorporate WSUD



# Waterwise verge

best practice guidelines



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# Waterwise Verge

## Best Practice Guidelines



### Purpose of these guidelines

These guidelines have been developed to assist councils in developing a best practice Waterwise Verge Policy (policy). It also intends to assist councils in further developing or amending existing verge policies for new and refurbished verges.

The aim of these guidelines is to essentially become a benchmark tool to ensure best practice is achieved and maintained across all local government municipalities in the Perth Metropolitan area.

### Why should councils develop a Waterwise Verge Policy?

Verges form important green spaces within our community; assisting with urban cooling whilst creating ecological corridors through our streetscapes.

If well designed, a waterwise verge can:

- assist in maximising water efficiency.
- ensure our verges are safe environments for the greater community.
- contribute to the visual aesthetic of our streets and assist in increasing property prices.
- create a cooling effect and counteracts 'heat island' effects in summer.
- increase the thermal performance of houses.
- provide ecological benefits, such as providing habitat for local wildlife and promoting biodiversity.

### What to include in a Waterwise Verge Policy?

The following key aspects, as detailed within this document, should be addressed in a council's policy.

#### 1.1 Approvals and Controls

- 1.2 Design Considerations
- 1.3 Preliminary Works and Soil Preparation
- 1.4 Plant Selection
- 1.5 Mulch
- 1.6 Irrigation and Watering
- 1.7 Maintenance

### 1.1 Approvals and controls

Within the policy it is recommended that councils address their individual approval requirements, e.g. what is required to obtain approval prior to installation of a waterwise verge garden.

Having a clear and easily accessible policy will help residents to understand and address the requirements of the council from the start and minimise non-compliance issues.

Where the council has a verge incentive scheme in place for residents they should clearly outline the application process and eligibility criteria.

Where pre-approval is required, it is recommended that the following items be requested from residents in order to gain council approval.

- A completed application form (if applicable).
- A detailed, scale plan of the proposed verge design (preferably at 1:100) which identifies any existing features (i.e. street tree and powerlines), plant species, plant density, any surface treatments, etc. Council may like to consider a downloadable scaled graph paper that residents can use to draw their verge on.
- A written confirmation from all strata owners/managers approving the verge works to be completed (if applicable).

It is also recommended that representatives from the council's planning and landscape departments are involved in the



# Waterwise Verge

## Best Practice Guidelines



development of the policy and any subsequent verge approval process.

### 1.1.1 External documents and controls

There are many worthwhile resources available that can assist councils in developing their policy, as well as aiding the approval process for residents. It is advisable that councils make these resources known to residents, for ease during the approval process. Some of these resources are listed below.

#### Utility Providers Code of Practice

- The State's utility providers maintain strict alignments for their underground services and overhead powerlines in the road verge. A handbook called the Utility Providers Code of Practice is available free from the [Main Roads website](#).

#### Dial Before You Dig

- The identification and location of services buried within verges can be provided on the [Dial Before You Dig website](#).

#### Water Corporation

- Visit [watercorporation.com.au/waterwise](http://watercorporation.com.au/waterwise) for details of Waterwise Service Providers that can help residents with the development of their waterwise verge.

## 1.2 Design considerations

Within the policy, it is important for councils to highlight the safety, streetscape amenity, practicality and essential maintenance requirements associated with a waterwise verge.

Lawn has been the preferred option on verges in Perth for many years, although the environmental and cost saving benefits of establishing low-water use plantings as an alternative treatment are significant.

### 1.2.1 Design and aesthetics

Photos or conceptual drawings of waterwise verges should be included within the policy to inspire residents undertaking their verge transformations.

Some council's also have demonstration verges available for the community to visit, with details available in the guidelines or through the council website.

### 1.2.2 Access routes

Pedestrian, vehicular, emergency and mail-delivery access routes or crossovers should be detailed in the policy with the following design parameters incorporated as a minimum.

- Plants should be set back from kerbs or footpaths by a minimum of 0.5m to ensure they don't impede users when mature.
- For verges without a footpath, plants should be set back at least 1.5m from the road kerb to allow for pedestrian movement and access to and from vehicles that are parked on the road. This area may also be used for rubbish bins or bulk/green waste during collection periods.

### 1.2.3 Paving and parking spaces

Uncommon verge situations including popular pedestrian thoroughfares, parking requirements and/or bus stop gathering spots should be incorporated within the policy, with guidance from the council as to acceptable surface treatment alternatives.

Councils may wish to assess these situations on an individual basis.

### 1.2.4 Verge treatments and structures

Residents should be primarily encouraged to install soft landscape treatments, such as waterwise plants and mulch. The policy should clearly outline which hard landscaping

# Waterwise Verge

## Best Practice Guidelines



treatments are and are not permitted within verges, e.g. generally loose gravel, rocks, ornamental elements, play equipment, and garden features are not permitted due to safety and liability issues, however, some forms of paving and kerbing may be permitted.

### 1.2.5 Vehicular visibility

Maintaining clear pedestrian, cycle and vehicular sightlines is important to detail in the verge policy. Further information regarding plant heights have been outlined in the plant selection section below.

### 1.2.6 Street trees

Not all residents are aware that councils are responsible for the planting and maintaining of street trees within verges. It is worth documenting within the policy that residents can request a new street tree or have their street tree maintained, as well as the council procedures involved.

### 1.2.7 Maintaining utility and public infrastructure

Council should provide guidance on acceptable treatments around existing public infrastructure such as street lights, water meters, power poles and/or street signage.

As a minimum, it is recommended the following be included.

- Consider tough, low growing, non-climbing plant species under street trees and power lines as authorities often use squirrels or cherry pickers to access infrastructure and prune street trees.
- Verges serve as a utilities corridor with a number of water, electrical, gas and telecommunication alignments located underground within these areas. Utility providers have a right to dig up verges to gain access to their alignment for new services, and to upgrade or repair existing services. Rectification of verge treatments

following this work can be the responsibility of the resident.

- Consider the positioning of any utility assets e.g. water meters when planning the verge garden to ensure assets are unobstructed and safely accessible for reading and maintenance. This can be achieved by:
  - not planting new plants and shrubs directly next to utility assets.
  - keeping surrounding plants trimmed.
  - clearing excess sand and mulch.

**Note.** The water meter should be clear 30cm around every side, and have at least 120cm of open air above. Visit [watercorporation.com.au/clearmeters](http://watercorporation.com.au/clearmeters) for further information.

### 1.2.8 Bushfire prone areas

Councils with land located within a bushfire prone area as designated by the Fire and Emergency Services Authority, must ensure their advice to residents in relation to verge treatments addresses bushfire risk in accordance with State Planning Policy 3.7 Planning in Bushfire Prone Areas ([http://www.planning.wa.gov.au/dop\\_publications/SPP\\_3.7\\_Planning\\_in\\_Bushfire\\_Prone\\_Areas.pdf](http://www.planning.wa.gov.au/dop_publications/SPP_3.7_Planning_in_Bushfire_Prone_Areas.pdf)), and the accompanying Guidelines for Planning in Bushfire Prone Areas ([http://www.planning.wa.gov.au/dop\\_publications/Bushfire\\_GuidelinesText.pdf](http://www.planning.wa.gov.au/dop_publications/Bushfire_GuidelinesText.pdf)).

A map of designated Bush Fire Prone Areas can be found at: <http://www.dfes.wa.gov.au/regulationandcompliance/bushfireproneareas/Pages/default.aspx>

## 1.3 Preliminary works and soil preparation

The policy should include clear and comprehensive guidance on ground preparation and soil improvements as they can have a big impact to the success of any verge.

# Waterwise Verge

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### 1.3.1 Removing an existing grassed verge

The following recommended approach should be incorporated.

Removal of lawn grasses is crucial to the success of a waterwise verge garden to prevent competition with new plantings. Whilst some perennial grasses such as buffalo and kikuyu can be removed manually, couch grass typically needs to be killed by spraying with an appropriate herbicide such as glyphosate (commonly known as Roundup) to prevent reinfestation in the future. Important considerations include:

- When using herbicides, residents should consider using a licensed contractor, alternatively if undertaking the task themselves, they should be advised to always apply as directed on the pack, including follow up treatments as required.
- It should be noted that attempting to kill couch grass by methods such as smothering with mulch or temporarily covering it in plastic is unlikely to be successful and is not recommended.
- Once grasses have been dealt with, residents can look toward the next stage of implementation being soil preparation and irrigation as required.

### 1.3.2 Existing tree root systems

Within the policy, residents should be reminded to carefully avoid any damage to existing trees and their root systems during the development of a waterwise verge.

### 1.3.3 Current verge levels and verge stabilisation

Consideration of the verge's ground levels must be acknowledged within the policy. The following information is worth including.

- If grass is to be removed, verge levels should be left at least 7.5cm below surrounding kerbs and paths to allow for the installation of mulch, which must finish only slightly below adjoining surfaces.
- Residents may be permitted to create small undulations in their verge, in order to reduce landfill contributions.
- It is important to note that wherever possible, stormwater should be held within the verge, rather than impacting adjoining street stormwater drains.
- In rare instances, steep slopes may need additional support to prevent erosion where soils and mulches can wash into stormwater systems. Hard landscape treatments may be considered and approved by council on an individual basis.

### 1.3.4 Soil quality

The policy should promote verge gardens which incorporate local native species, without the need of irrigation. It is recommended that these gardens don't require the application of a soil conditioner as it dries out in summer and its effectiveness is greatly reduced. It is however important that residents apply a quality soil wetting agent during establishment, which will increase the soil's 'wettability', allowing water to penetrate deep into the root zone.

Alternatively, if residents are intending to use a broad range of exotic and native plants, or irrigate their verge, it is recommended that the policy describe the benefits of incorporating soil conditioners, like well composted organic matter and clay, such as Bentonite, within the top 30cm of soil. This will assist in maintaining microbial activity, as well as improving the soil's moisture and nutrient holding capacity.

# Waterwise Verge

## Best Practice Guidelines



### 1.4 Plant selection

There are many different verge garden treatments that are suited to Perth (and South West WA) with some great examples from productive to ornamental and cottage gardens. We primarily encourage the establishment of waterwise unirrigated verges as the best approach to conserving water and this philosophy should also be strongly encouraged within the council's policy.

#### 1.4.1 Waterwise plants for your local area

It is important that the policy be considered in light of local conditions. For instance remnant vegetation and clay soils found in the Perth Hills will require a very different approach to the sandy soils of the Perth's Swan Coastal Plain.

Unirrigated dryland, native plants are the most appropriate for verge gardens as they can survive the hot dry summers with little to no supplementary watering. These are typically local native plant species which are drought tolerant and endemic to the local area.

Many councils provide free or subsidised native plants to local residents and details of this service should be provided within the policy, where applicable.

#### 1.4.2 Consider plant heights

In order to maintain pedestrian, cycle and vehicular sightlines, low growing shrubs and groundcovers should be promoted within the verge policy. We recommend the following be incorporated.

- A maximum maintained height of 70cm for all plants including flower heads.
- Height limits may be reduced for properties located on street corners or major intersections, where maintaining clear visibility is even more crucial.

#### 1.4.3 Plants to avoid

Plants which are declared weeds, prickly, poisonous or are known to cause allergic reactions should be strongly discouraged within the policy and removed as soon as identified within a verge garden.

The roots of some trees and shrubs can damage wastewater and drainage pipes and other underground services. Trees and shrubs rely on their roots to find moisture and nutrients. These pipes are an attractive moisture source. A small hairline fracture in a pipe is all a root needs to get in. Then it quickly grows inside the pipe, causing a reduction in flow and eventually a complete blockage. Often complete sections of pipe need to be replaced and this is costly. This can affect both utility pipes and internal plumbing.

Visit [watercorporation.com.au/findyourtree](http://watercorporation.com.au/findyourtree) for information about trees and shrubs that have suitable root systems for verges.

#### 1.4.4 Lawn

Councils should encourage the reduction or removal of irrigated lawn within the verge policy and instead favour a more waterwise alternative.

If lawn is allowed, recommend that just a narrow strip of warm season grass, which is drought tolerant and suitable for WA's warm conditions, is kept along the kerb for bins, or to allow people to alight from cars.

The use of synthetic turf should not be encouraged as it still requires maintenance to present well and doesn't have the cooling effect of natural turf or plants.

#### 1.4.5 Resources

Councils and residents can source further information and advice from our waterwise plant directory as well as local Waterwise Garden Centres. Visit [watercorporation.com.au](http://watercorporation.com.au) for more information.

### 1.5 Mulch

# Waterwise Verge

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Waterwise mulch helps to reduce plant stress, suppress weed growth and reduce evaporation losses from the soil and is therefore ideal to use in a low maintenance waterwise verge garden.

Councils should recommend the use of mulch provided it is carefully placed within the verge and does not create a hazard to residents.

### 1.5.1 Mulch application

Councils should advise residents how to apply mulch once all plants have been installed. The following information should be included in the policy.

- A 5-10cm thick even layer of coarse mulch should be spread across the verge, ensuring that it is kept clear from the stem of plants.
- Finished mulch level must sit just below adjoining kerbs and footpaths, to prevent mulch from spreading beyond the garden bed, flowing into stormwater systems and creating a hazard.

The policy should recommend Waterwise or Smart Approved WaterMark products when specifying bagged mulch. Landscape supply centres will have a selection of quality mulches, however coarse mulches are preferred.

## 1.6 Irrigation and watering

We encourage the installation of a waterwise verge garden that conserves water by eliminating the need for any permanent irrigation. If irrigation is to be installed, sub surface drip irrigation is recommended as the most efficient irrigation type suited to the exposed conditions typical within verges.

Councils should recommend that a Waterwise Irrigation Service Provider be engaged to assist residents in the design and

or installation of the irrigation system to maximise water efficiency.

### 1.6.1 Watering times

Councils should specify within their verge policy the allocated watering days. It is important that watering only occurs only once between 6pm and 9am on these days. Visit [watercorporation.com.au/mydaysfaq](http://watercorporation.com.au/mydaysfaq) for allocated watering days.

### 1.6.2 Watering exemption

The policy should inform residents that they might be eligible for a watering exemption when installing a new verge garden. Visit [watercorporation.com.au/exemptions](http://watercorporation.com.au/exemptions) for further information.

## 1.7 Maintenance

The policy should clearly state that the ongoing maintenance of the verge (excluding any street trees) is the responsibility of the resident.

A waterwise non irrigated native verge requires little maintenance, with only the occasional weeding, pruning, mulching and hand watering required.

### 1.7.1 Mulch

It should be recommended that mulch is checked every few months and replenished as necessary to maintain a 5-10cm even layer across all planting areas.

Residents must carefully clean up after re-mulching so mulch isn't dispersed across adjacent footpaths and roads creating a safety hazard.

# Waterwise Verge

## Best Practice Guidelines



### 1.7.2 Maintenance assistance

If local community groups exist who may be able to assist elderly and disabled residents in maintaining their verges, council's should make these resources known through the policy.

### 1.8 Further Information

For any further information in relation to these guidelines please email our water efficiency team at:  
[water.efficiency@watercorporation.com.au](mailto:water.efficiency@watercorporation.com.au)

**ATTACHMENT NO. 8**

Attachment 1

DEED OF VARIATION

LOCAL GOVERNMENT HOUSE TRUST



LAW

PERTH

11 Mounts Bay Road, Perth WA 6000

Telephone (08) 9429 2222 Facsimile: (08) 9429 2434

[eylawperth@au.ey.com](mailto:eylawperth@au.ey.com) [www.ey.com](http://www.ey.com)

Our Ref: 4WAL / 2004 7043



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THIS DEED dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019

BY

**WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION** of Level 1, 170 Railway Parade, West Leederville in the State of Western Australia (the 'Trustee')

#### RECITALS

- A. By Deed of Trust undated but stamped 12 February 1980 ('Original Trust Deed') made between CHARLES WILSON TUCKEY, LYAL GORDON RICHARDSON, GORDON LAWRENCE KILPATRICK, HARRY STICKLAND and MAXWELL RAY FINLAYSON (the 'Original Trustees') and THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA and the COUNTRY SHIRE COUNCILS ASSOCIATION (the 'Retired Trustees') the Original Trustees declared that they would hold the property therein referred to as the Headquarters and the monies therein referred to as the Trust Fund upon trust for the beneficiaries specified in the second schedule to the Original Deed upon the terms and conditions therein contained (the 'Original Trust').
- B. By Deed dated 2 October 1981 made between the Original Trustees and the Retired Trustees the Original Trustees retired and appointed the Retired Trustees as the trustees of the Original Trust in their place.
- C. By Deed dated 4 May 1994 (the 'New Deed') the Retired Trustees (in the New Deed referred to as THE LOCAL GOVERNMENT ASSOCIATION OF WESTERN AUSTRALIA (INC) and THE COUNTRY SHIRE COUNCILS' ASSOCIATION OF WESTERN AUSTRALIA (INC)) agreed that the proceeds from the sale of the Headquarters and the Trust Fund and the income thereof should be from 17 February 1993 held upon the terms and conditions set out in the New Deed (the 'Trust').
- D. By Deed of Variation dated 5 June 2002 the Retired Trustees varied the New Deed (collectively, the 'Trust Deed') to provide for a new Clause 22 which provides that any trustee of the Trust may retire as trustee of the Trust and appoint a new trustee to act as trustee of the Trust and that notwithstanding that the original number of trustees of the Trust was five where a corporation or incorporated association is appointed as trustee of the Trust then it shall not be obligatory to appoint more than one new trustee.
- E. By Deed dated 6 June 2002 made between the Retired Trustees and the Trustee, the Retired Trustees retired and appointed the Trustee as the trustee of the Trust.
- F. Clause 21.1 of the Trust Deed provides that the Trustees may at any time and from time to time (with the consent of not less than 75% of the Beneficiaries) by deed revoke add to or vary the trusts of the Trust Deed or declare (inter alia) any new or other powers, authorities or discretions concerning the management, control or investment of the Trust Fund upon the terms contained therein.
- G. The Trustee wishes to add to and vary the Trust Deed and declare (inter alia) new or other powers, authorities and discretions concerning the management, control or investment of the Trust Fund in accordance with the terms of this Deed.
- H. More than 75% of the Beneficiaries have consented in writing to the variations to the New Deed and the records relating to this consent will be placed with the original of this Deed.

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**NOW THIS DEED WITNESSES****1. DEFINITIONS AND INTERPRETATION**

In this Deed, unless the context otherwise requires:

- 1.1 a word importing the singular includes the plural and vice versa, and a word of any gender includes other genders;
- 1.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 1.3 a reference to a clause, paragraph, recital, schedule or annexure is to a clause, paragraph or recital of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- 1.4 a reference to a document or instrument includes the document or instrument as varied, novated, altered, supplemented or replaced from time to time;
- 1.5 a reference to a person includes a natural person, the estate of an individual, a partnership, body corporate, the trustee of a trust (in the trustee's capacity as trustee of the trust), association, governmental or local authority or agency or other entity;
- 1.6 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.7 the meaning of general words is not limited by specific examples introduced by 'including, for example' or similar expressions;
- 1.8 Recitals A to H inclusive form part of and are included in this Deed;
- 1.9 headings are for ease of reference and do not affect interpretation;
- 1.10 'Deed' means this deed;
- 1.11 unless specified otherwise, terms which are defined in the Trust Deed and used in this Deed bear the same meanings in this Deed which are ascribed to them in the Trust Deed; and
- 1.12 in the event of any inconsistency between the provisions of the Trust Deed and the provisions of this Deed, the provisions of this Deed will prevail.

**2. OPERATIVE PART**

The Trustee in exercise of the power given to the Trustee by clause 21.1 of the Trust Deed and with the consent of more than 75% of the Beneficiaries hereby adds to and varies the Trust Deed and declares (inter alia) the following new or other powers authorities and discretions concerning the management, control or investment of the Trust Fund as follows:

- 2.1 delete the word "The" appearing after the words "Any trustee of the Trust may retire as trustee of the Trust." in the existing clause 22.1 and replace it with the words "Subject to clause 22.3, the";

2.2 insert after clause 22.2 the following:

“22.3 The retiring or continuing trustee shall only be entitled to appoint any new or additional trustee of the Trust with the consent of not less than 75% of the Beneficiaries.

22.4 The Beneficiaries may at any time by Special Resolution:

- (a) remove a Trustee from the office as trustee of the Trust; and
- (b) appoint such new or additional Trustee.

For the purposes of this clause 22.4, “Special Resolution” means a resolution passed or decision made by not less than 75% of the Beneficiaries.”

2.3 insert a new clause 13A as follows:

“13A **DELEGATION TO THE BOARD OF MANAGEMENT**

Unless the Beneficiaries otherwise direct (such direction to be given by not less than 75% of the Beneficiaries), the Trustees shall delegate all of the powers authorities and discretions contained in subclauses (a) to (x) of clause 12 to the Board of Management. The Trustees shall, at the direction of the Board of Management, do such things as may be necessary to give effect to the exercise of a power, authority or discretion by the Board of Management.”

**3. SEVERABILITY**

3.1 If any provision of this Deed is found by a competent authority (including without limitation a Court) to be void or unenforceable, then such finding shall not affect the other provisions of this Deed.

3.2 If making a subsequent amendment to this Deed avoids any invalidity or unenforceability of any provision of this Deed, the parties may elect to make that amendment, which shall be deemed for all purposes to be effective immediately prior to the occurrence of that invalidity or unenforceability.

**4. FURTHER ASSURANCES**

All parties shall make, execute and do all acts, deeds, documents and things and sign all documents which may reasonably be required to give full effect to this Deed, and the Trustee shall bear the costs of observing, performing and complying with this clause.

**5. COSTS**

The Trustee shall bear and pay the costs of and incidental to the preparation, execution and stamping of this Deed.

**6. RATIFICATION AND CONFIRMATION**

In all other respects the terms of the Trust Deed are hereby ratified and confirmed.

7. **PROPER LAW**

This Deed shall be governed by the laws of the State of Western Australia and the parties submit to the jurisdiction of the Courts of the State of Western Australia.

EXECUTED as a Deed

THE COMMON SEAL of WESTERN )  
AUSTRALIAN LOCAL GOVERNMENT )  
ASSOCIATION is hereunto affixed in the )  
presence of: )

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

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

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

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

# **ATTACHMENT NO. 9**

**LIST OF PAYMENTS  
FOR PERIOD  
ENDED 29<sup>th</sup> FEBRUARY 2020**

*Any questions relating to the List of Payments, please raise with Paul White,  
Director Corporate Services, prior to Briefing Session.*

## SUMMARY OF SCHEDULE OF ACCOUNTS

FUND	VOUCHERS	AMOUNT \$
<b>MUNICIPAL / TRUST</b>		
EFT and Direct Debits 01-29 February 2020	40114 – 40414	2,306,116.14
<b>TRUST FUND</b>		
<b>Cheques</b> Commonwealth 6100-1015-9136	0	0.00
<b>MUNICIPAL BANK</b>		
<b>Cheques</b> Commonwealth 6100-1015-9128	86173 – 86185	30,787.63
		\$2,336,903.77
		\$2,336,903.77

**DIRECTOR CORPORATE SERVICES' DECLARATION:**

This list of payments, covering vouchers as above, will be submitted to Council on 24<sup>th</sup> March 2020. The List of Payments has been checked and is fully supported by vouchers and invoices, which have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costings, and the amounts shown have been paid.

  
 \_\_\_\_\_  
 DIRECTOR CORPORATE SERVICES

1st February 2020  
to  
29th February 2020

Chq/EFT	Date	Name		Amount
EFT40114	04/02/2020	AUSTRALIAN SERVICES UNION	Payroll Deductions	-155.40
EFT40115	04/02/2020	AUSTRALIAN TAX OFFICE (PAYG)	Payroll Deductions	-116,639.00
EFT40116	04/02/2020	CHILD SUPPORT AGENCY	Payroll Deductions	-253.97
EFT40117	04/02/2020	LGRCEU	Payroll Deductions	-41.00
EFT40118	04/02/2020	TOWN OF BASSENDEAN PAYROLL DEDUCTIONS	Payroll Deductions	-1,335.58
EFT40119	12/02/2020	ADDSTYLE CONSTRUCTIONS	Security Bond Refund	-2,768.00
EFT40120	12/02/2020	BLUEPRINT HOMES PTY LTD	Security Bond Refund	-2,290.00
EFT40121	12/02/2020	CASSANDRA SKINNER	Key Bond Refund	-50.00
EFT40122	12/02/2020	CHRISTOPHER FULLWOOD	Security Bond Refund	-2,805.00
EFT40123	12/02/2020	JAMES PRIESTLY	Security Bond Refund	-2,768.00
EFT40124	12/02/2020	JOHN HUGO	Hall & Key Bond Refund	-350.00
EFT40125	12/02/2020	KURT KOUAKOU	Key Bond Refund	-50.00
EFT40126	12/02/2020	MY HOMES WA	Security Bond Refund	-2,250.00
EFT40127	12/02/2020	PROVIDER CHOICE	Hall And Key Bond Refund	-550.00
EFT40128	12/02/2020		Cancelled	0.00
EFT40129	12/02/2020	BRIAN PLUNKETT	Security Bond Refund	-2,805.00
EFT40130	13/02/2020	ALYSSA WILLIAMSON	Australia Day - Event Staff	-1,220.00
EFT40131	13/02/2020	BCITF	Building & Construction Industry - Levy Collected - January 2020	-828.70
EFT40132	13/02/2020	BRADLEY SAWYER	Australia Day - Event Staff	-1,220.00
EFT40133	13/02/2020	CANDACE WILLIAMSON	Australia Day - Event Staff	-1,220.00
EFT40134	13/02/2020	COLES SUPERMARKETS AUSTRALIA	Various Business Units - Groceries Supplies	-2,126.14
EFT40135	13/02/2020	COMESTIBLES	Various Council Functions - Catering	-3,559.00
EFT40136	13/02/2020	CYNTHIA WILLIAMSON	Australia Day - Event Staff	-420.00
EFT40137	13/02/2020	DEPARTMENT OF MINES, INDUSTRY REGULATION & SAFETY	Building Services Levy Collected - January 2020	-5,912.11
EFT40138	13/02/2020	HEART INSPIRED EVENTS	Australia Day - Event Staff Consumables - Reimbursement	-660.00
EFT40139	13/02/2020	JADE RIVERA	Refund Relax Program - Hatha Yoga Thursday	-90.00
EFT40140	13/02/2020	LORRAINE PHILLIPS	Hyde Ret Village - Refund Direct Debit	-62.28
EFT40141	13/02/2020	MARKETFORCE PTY LTD	Various Business Units - Advertising And Printing	-20,008.12
EFT40142	13/02/2020	MATHEW BAIN	Australia Day - Event Staff	-1,220.00
EFT40143	13/02/2020	MT LAWLEY MILK	Milk Supplies - 35, 46 & 48 Old Perth Road & Depot	-226.20



1st February 2020  
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29th February 2020

Chq/EFT	Date	Name	Description	Amount
EFT40144	13/02/2020	OFFICEWORKS SUPERSTORES PTY LTD	Various Business Units - Office Stationery	-200.37
EFT40145	13/02/2020	PALESWAN TULADHAR SHAKYA	Various Community Halls - Cleaning	-1,695.00
EFT40146	13/02/2020	PAUL WHITE	Reimbursement - C P A Subscription	-750.00
EFT40147	13/02/2020	RENEE & AMANDA DAVIS	Council Crossover Contribution	-442.50
EFT40148	13/02/2020	ROBERT KING	Procurement Assistance Contractor	-4,387.50
EFT40149	13/02/2020	SURESHANK PTY LTD	Children Services - Plants Watering Schedule	-88.00
EFT40150	13/02/2020	SYNERGY	Various Sites Synergy Account - Electricity Supply Charges	-40,292.36
EFT40151	13/02/2020	T & C COURIER & TRANSPORT SERVICES	Courier Services - Document Delivery - January 2020	-118.83
EFT40152	13/02/2020	THE LONG TABLE PERTH	Refund Partial Food License - Cancelled	-207.50
EFT40153	13/02/2020	TPG NETWORK PTY LTD	Various Sites - Telephone Charges	-1,391.43
EFT40154	13/02/2020	TURNER DESIGN	Graphic Design Of Annual Report	-8,415.00
EFT40155	13/02/2020	UNITED PETROEUM PTY LTD	Depot - Fuel Supplies	-8,979.14
EFT40156	13/02/2020	YIP HANG MAN & BETTY PUI YEE YUEN	Rates Refund	-282.75
EFT40157	13/02/2020	ZANZARA	Heath - Replacement Mosquito Trap Motors	-193.60
EFT40158	13/02/2020	A. M BOLTS & NUTS	Depot - Minor Supplies - January 2020	-33.31
EFT40159	13/02/2020	AAA PRODUCTION SERVICES & SOUND ENGINEERING	Australia Day - Stage And Sound Hire	-16,003.90
EFT40160	13/02/2020	ALSCO PERTH	Office Linen And Laundry Services	-86.80
EFT40161	13/02/2020	AMAZING BRICK PAVING	Various Sites - Repair Verge And Walkway Brick Paving	-2,355.00
EFT40162	13/02/2020	ANNE YARDLEY	Library - Local History - Transcript For Mr Arthur Mcgrath	-525.00
EFT40163	13/02/2020	AUSTRALIA POST	Various Business Units - Postal Charges - January 2020	-1,939.57
EFT40164	13/02/2020	BASSEDEAN GALAXY BASKETBALL CLUB	Australia Day - Delivery Of Postcard And Road Closure Notifications	-800.00
EFT40165	13/02/2020	BASSEDEAN MEN'S SHED INC	Australia Day - Mens Shed Assistance With Parking	-800.00
EFT40166	13/02/2020	BBC ENTERTAINMENT	Australia Day - Welcome To Country, M C And Bands	-8,965.00
EFT40167	13/02/2020	BEECHBORO WEST SWAN SCOUT GROUP	Australia Day - Reserve Clean Up & Survey At Event	-1,500.00
EFT40168	13/02/2020	C M PROMOTIONS	Depot - Sunscreen Supplies	-68.10
EFT40169	13/02/2020	CABCHARGE AUSTRALIA LIMITED	Seniors Client - Transportation	-6.00
EFT40170	13/02/2020	CAPTURE IMAGES	Australia Day - Photographer	-1,050.00
EFT40171	13/02/2020	CARE CFO	Seniors - Staff Training - Inhouse Customer Services	-2,189.00
EFT40172	13/02/2020	CATALYSE PTY LTD	Employee Scorecard Results - Presentations	-1,100.00
EFT40173	13/02/2020	CLASSIC HIRE	Australia Day - Lighting Towers & Power & Generators	-6,897.55

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Chq/EFT	Date	Name	Description	Amount
EFT40174	13/02/2020	CLEAN NRG PTY LTD	Hyde Ret Village - Unit 6 - Inverter Replacement	-748.00
EFT40175	13/02/2020	COMMAND-A-COM PTY LTD	Office - Phone System & Lines Pabx Upgrades	-3,190.08
EFT40176	13/02/2020	COWAN & PARTNERS PTY LTD	Write Promotion - Wonderrealm And Define Program For Thrive	-1,400.00
EFT40177	13/02/2020	CREATING COMMUNITIES AUSTRALIA PTY LTD	Consultancy Fees - Strategic Community Plan	-2,860.00
EFT40178	13/02/2020	CTI RISK MANAGEMENT	Customer Service - Banking Collection - January 2020	-272.25
EFT40179	13/02/2020	CYRIL JACKSON SENIOR CAMPUS	Australia Day - Use Of Cyril Jackson Oval For Parking	-2,200.00
EFT40180	13/02/2020	DATA3	Office 365 Services - User Lease	-1,197.24
EFT40181	13/02/2020	FIRE 4 HIRE	Australia Day -Water Truck For Fireworks	-770.00
EFT40182	13/02/2020	FOOD TECHNOLOGY SERVICES PTY LTD	Food Safety Services - Contractor - January 2020	-475.75
EFT40183	13/02/2020	GARPEN PTY LTD	Depot - Equipment - Three Phase Pressure Cleaner	-1,360.00
EFT40184	13/02/2020	GARRARDS PTY LTD	Environ Services - Rat Bait Supplies To Residents	-487.74
EFT40185	13/02/2020	GINO'S ALL ROUND HANDYMAN SERVICE	Seniors - Home Garden & Maintenance	-1,271.25
EFT40186	13/02/2020	HEART INSPIRED EVENTS	Australia Day - Contract Event Logistics	-11,924.00
EFT40187	13/02/2020	ADELBY PTY LTD	Ranger Services - Fire Season Contract Works	-1,287.00
EFT40188	13/02/2020	ADVANCE PRESS (2013) PTY LTD	Annual Reports 2018/19 - Printing	-1,193.50
EFT40189	13/02/2020	ALL SEASONS SYNTHETIC TURF	Bassendean Oval - Synthetic Turf Around Boundary	-8,794.50
EFT40190	13/02/2020	CORPORATE SECURITY AUSTRALIA PTY LTD	Australia Day - Security	-12,736.20
EFT40191	13/02/2020	EASTERN METROPOLITAN REGIONAL COUNCIL	Various Domestic & Council Rubbish	-64,876.22
EFT40192	13/02/2020	GROW & EVOLVE	Staff Training - Equal Employment Opportunity Coaching	-1,320.00
EFT40193	13/02/2020	HATCHET PTY LTD ATF DM TRUST	Ryde Program - Software Developments	-495.00
EFT40194	13/02/2020	HAYS SPECIALIST RECRUITMENT (AUSTRALIA) PTY LTD	Various Business Units - Labour Hire	-5,583.36
EFT40195	13/02/2020	HEATHER CAMPBELL	Library - Interview And Transcript With Philippa Rogers	-809.00
EFT40196	13/02/2020	HOME CHEF	Seniors - Meals On Wheels - January 2020	-203.78
EFT40197	13/02/2020	HWL EBSWORTH LAWYERS	Professional Fees - Legal Advice	-1,977.25
EFT40198	13/02/2020	INDUSTRY DINER	Various Council Functions - Catering	-170.00
EFT40199	13/02/2020	INSTANT PRODUCTS HIRE	Australia Day - Portable Toilet Hire	-8,313.58
EFT40200	13/02/2020	J & K HOPKINS	Various Business Units - Office Furniture	-85.00
EFT40201	13/02/2020	JEFF GREEN TREE LOPPING	Various Sites - Street Tree Pruning & Removal	-2,200.00
EFT40202	13/02/2020	JORDAN PHILIP ANDONOVSKI	Relax Booklet Design - Term 1 2020	-300.00
EFT40203	13/02/2020	KENNARDS HIRE	Footpath - Safety Signage	-148.00

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29th February 2020

Chq/EFT	Date	Name	Description	Amount
EFT40204	13/02/2020	MARQUEE MAGIC	Australia Day - Marquee & Equipment Hire	-2,876.20
EFT40205	13/02/2020	MCL COMMERCIAL SERVICES	Various Sites - Mowing	-7,850.00
EFT40206	13/02/2020	MICHAEL PAGE INTERNATIONAL (AUSTRALIA) PTY LTD	Labour Hire - Payroll	-9,216.84
EFT40207	13/02/2020	NELLA FITZGERALD	Wonderrealm Event - Sponsorship Program (Deposit)	-4,000.00
EFT40208	13/02/2020	NIKKI DENNERLEY	Children Services - Happy Feet Incursion	-125.00
EFT40209	13/02/2020	NORTH LAKE ELECTRICAL PTY LTD	Various Sites - Electrical Repairs & Maintenance	-1,888.33
EFT40210	13/02/2020	NRH EARTHMOVING	Bassendean Oval - Bob Cat Hire	-792.00
EFT40211	13/02/2020		Cancelled	0.00
EFT40212	13/02/2020	PERTH CHEF AGENCY	Australia Day - Safety Barriers Hire	-2,875.00
EFT40213	13/02/2020	SEGAFREDO ZANETTI AUSTRALIA PTY LTD	Office - Coffee Machine Service & Repairs	-361.30
EFT40214	13/02/2020	SIGNING HANDS	Children Services - Incursion -Keyword Signing Incursion	-450.00
EFT40215	13/02/2020	TABORDA CONTRACTING	Australia Day - Parking Area Attendants	-3,509.00
EFT40216	13/02/2020	TANGIBILITY PTY LTD	Town Of Bassendean - Lanyards	-1,410.75
EFT40217	13/02/2020	TANKS FOR HIRE	Australia Day - Water Tanks Hire	-1,005.40
EFT40218	13/02/2020	THE ENVIRONMENTAL PRINTING COMPANY	Relax Booklet Printing - Term 1 2020	-1,859.00
EFT40219	13/02/2020	TOP OF THE LADDER GUTTERMAN	Hyde Ret Village - Gutter & Down Pipe Clean	-5,401.00
EFT40220	13/02/2020	WA TEMPORARY FENCING SUPPLIES	Australia Day -Safety Fencing Hire	-4,944.50
EFT40221	13/02/2020	WATER2WATER PTY LTD	Water Dispenser - Rental Maintenance Agreement	-49.50
EFT40222	13/02/2020	WEST-NET IMAGING PTY LTD	Building Surveyor - Scanning And Imaging Of Plans	-781.62
EFT40223	17/02/2020	WESTERN AUSTRALIAN TREASURY CORPORATION	Loan Repayment	-7,918.44
EFT40224	18/02/2020	AUSTRALIAN SERVICES UNION	Payroll Deductions	-155.40
EFT40225	18/02/2020	AUSTRALIAN TAX OFFICE (PAYG)	Payroll Deductions	-101,647.00
EFT40226	18/02/2020	CHILD SUPPORT AGENCY	Payroll Deductions	-253.97
EFT40227	18/02/2020	LGRCEU	Payroll Deductions	-41.00
EFT40228	18/02/2020	TOWN OF BASSENDEAN PAYROLL DEDUCTIONS	Payroll Deductions	-1,535.58
EFT40229	19/02/2020	CAMERON TAYLOR	Security Bond Refund	-1,850.00
EFT40230	19/02/2020	CHELSEA SANFORD	Security Bond Refund	-2,805.00
EFT40231	26/02/2020	ANTHONY GILBERTHORPE	Key Bond Refund	-50.00
EFT40232	26/02/2020	MOLLY STENNING ALEXANDER	Dudley Robinson Youth Grant	-300.00
EFT40233	26/02/2020	SECUREWEST BUILDING COMPANY PTY LTD	Development Bond Refund	-16,000.00

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29th February 2020

Chq/EFT	Date	Name	Description	Amount
EFT40234	26/02/2020	STEPHANIE HAMMERSLEY	Key Bond Refund	-50.00
EFT40235	26/02/2020	STUART NELSON	Security Bond Refund	-2,768.00
EFT40236	26/02/2020	TANGENT NOMINEES	Security Bond Refund	-2,768.00
EFT40237	26/02/2020	A W BATES	Provide Gis Consultancy	-540.00
EFT40238	26/02/2020	ADVANCE PRESS (2013) PTY LTD	Financial Reports Printing (To Go With Annual Reports)	-891.00
EFT40239	26/02/2020	AHA ! CONSULTING	Staff Training - Engagement Methods Training	-19,976.00
EFT40240	26/02/2020	ALSCO PERTH	Office Linen And Laundry Services	-86.80
EFT40241	26/02/2020	AMAZING BRICK PAVING	Various Sites - Repair Verge And Walkway Brick Paving	-2,474.00
EFT40242	26/02/2020	ASHFIELD COMMUNITY CHEMIST	Seniors - Client - Pharmaceutical Supplies	-185.00
EFT40243	26/02/2020	ASHTON ADMOR PTY LTD	Briefing Sessions - Eden Hill P S - Sound Equipment Hire	-2,007.50
EFT40244	26/02/2020	ASSET INFRASTRUCTURE MANAGEMENT	Consulting Fee - Asset Management	-2,524.50
EFT40245	26/02/2020	AUSTRALIAN AIRCONDITIONING SERVICES PTY LTD	Various Sites - Air Conditioning Repairs & Maintenance	-10,907.70
EFT40246	26/02/2020	AUSTRALIAN OFFICE	Various Business Units - Self Seal Window Envelopes	-858.99
EFT40247	26/02/2020	AUTOTRADING PTY LTD	Refund Building Service Levy	-1,323.42
EFT40248	26/02/2020	BAILEYS FERTILISER	Various Sites - Fertiliser Applications	-3,448.50
EFT40249	26/02/2020	BANK OF QUEENSLAND FINANCE (AUST) LIMITED	Lease - New Servers / Equipment	-2,247.43
EFT40250	26/02/2020	BARCODE DIRECT	Library - Scanner Repairs	-456.50
EFT40251	26/02/2020	BASSENDAN NEWSAGENCY	Library - Subscriptions - December 2019	-138.33
EFT40252	26/02/2020	BASSENDAN TENNIS CLUB	Bassendean Tennis Courts - Maintenance - January & February 2020	-4,582.60
EFT40253	26/02/2020	BASSENDAN WELLNESS CLINIC	Seniors - Client - Podiatry Home Visit	-126.20
EFT40254	26/02/2020	BBC ENTERTAINMENT	Citizenship Ceremony - Welcome To Country	-605.00
EFT40255	26/02/2020	BEAVER TREE SERVICES	Various Sites - Street Tree Pruning	-24,205.94
EFT40256	26/02/2020	BLUE FORCE PTY LTD	Seniors - Alarm Monitoring Services & Client Supplies	-616.00
EFT40257	26/02/2020	BOC LIMITED	Depot - Bottled Gas Supplies & Equipment	-60.59
EFT40258	26/02/2020	BOWDEN TREE CONSULTANCY	Various Sites - Tree Inspection - Arborist Reports	-1,001.00
EFT40259	26/02/2020	BUDGET PEST CONTROL	Various Sites - Termite Inspections And Treatments	-4,700.00
EFT40260	26/02/2020	BUNNINGS GROUP LIMITED	Various Sites - Maintenance Supplies And Equipment	-2,529.13
EFT40261	26/02/2020	EDEN HILL PRIMARY SCHOOL P & C ASSOCIATION INC	Community Benefit Sponsorship - Dads End Of Year Picnic	-1,790.00
EFT40262	26/02/2020	GHISLAINE PARIS	Refund Relax Program - Unable To Attend (Injury)	-160.00
EFT40263	26/02/2020	LGIS LIABILITY	Refund Incorrect Payment Received	-1,590.00

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Chq/EFT	Date	Name	Description	Amount
EFT40264	26/02/2020	LM & PA BRADLEY	Rates Refund	-600.00
EFT40265	26/02/2020	SUCCESS HILL ACTION GROUP	Community Benefit Sponsorship - Staging Family Fun Day	-1,500.00
EFT40266	27/02/2020	BASSEDEAN MEN'S SHED INC	Swan River Clean Up - December 2019	-500.00
EFT40267	27/02/2020	BRICKS 4 KIDZ GOSNELLS	Library - School Holidays Activities	-250.00
EFT40268	27/02/2020	BUNZL LTD	Depot - Toilet & Office Supplies	-1,063.18
EFT40269	27/02/2020	CAPTURE IMAGES	Professional Photography Services	-1,200.00
EFT40270	27/02/2020	CARDILE INTERNATIONAL FIREWORKS PTY LTD	Australia Day - Fireworks Adjustment Invoice	-1,800.00
EFT40271	27/02/2020	CASA SECURITY PTY LTD	Various Sites - Security Alarm Repairs And Monitoring	-4,271.91
EFT40272	27/02/2020	CENTRAL SIGNS	Update Wonderrealm Event Banners	-181.50
EFT40273	27/02/2020	CITY OF SOUTH PERTH	Ranger Services - Pound Fees - January 2020	-929.87
EFT40274	27/02/2020	CLEANDUSTRIAL SERVICES PTY LTD	Various Buildings Cleaning - January 2020	-30,696.87
EFT40275	27/02/2020	COLES SUPERMARKETS AUSTRALIA	Various Business Units - Groceries Supplies	-2,426.48
EFT40276	27/02/2020	COMMERCIAL TYRES	Various Fleet Vehicle - Tyre & Brake Repairs	-1,160.00
EFT40277	27/02/2020	COMMISSIONER OF POLICE	Volunteer - Police Clearances	-16.40
EFT40278	27/02/2020		Cancelled	0.00
EFT40279	27/02/2020		Cancelled	0.00
EFT40280	27/02/2020	COWAN & PARTNERS PTY LTD	Highlights Videos - Wonderealm Plus Raw Footage	-3,100.00
EFT40281	27/02/2020	CUSTOM SCREENS & SECURITY PRODUCTS	Hyde Ret Village - Unit 6 - Fit Security Screens	-337.00
EFT40282	27/02/2020	DEPARTMENT OF TRANSPORT	Ranger Services - Vehicle Ownership Searches - January 2020	-17.00
EFT40283	27/02/2020	DI CANDILO & SONS	Depot - Minor Supplies	-221.10
EFT40284	27/02/2020	DIRECT IMAGE DIGITAL PRINTING	Gravit8 - Advertising Banner	-465.30
EFT40285	27/02/2020	DONEGAN ENTERPRISES PTY LTD	Various Sites - Play Equipment Hooks	-135.00
EFT40286	27/02/2020	DS WORKWEAR & SAFETY	Depot - Staff Uniforms	-2,012.89
EFT40287	27/02/2020	DYMOCKS HAY STREET	Library - Book Purchases	-594.17
EFT40288	27/02/2020	E FIRE & SAFETY (WA)	Library - Service Fire Detection & Alarm Panel Testing	-203.50
EFT40289	27/02/2020	EASTERN METROPOLITAN REGIONAL COUNCIL	Various Domestic & Council Rubbish	-39,102.81
EFT40290	27/02/2020	ECO ENVIRONMENTAL HOLDINGS PTY LTD	Water Cyberscan - Service & Re-Calibration	-165.00
EFT40291	27/02/2020	ECOSCAPE (AUSTRALIA) PTY LTD	Weed Management Strategy - Stage C Collate Feedback From Forum	-1,914.00
EFT40292	27/02/2020	EDEN HILL PRIMARY SCHOOL P & C ASSOCIATION INC	Briefing Session Catering - Reimburesment And Contribution For Bbq	-548.00
EFT40293	27/02/2020	ELDERS MIDLAND	Various Sites - Fertilisers	-319.00

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Chq/EFT	Date	Name	Description	Amount
EFT40294	27/02/2020	ELLIOTTS IRRIGATION PTY LTD	Bic Reserve - Iron Filtration Services	-245.30
EFT40295	27/02/2020	COMPLETE CORPORATE HEALTH - ASCOT	Various Business Units - Recruitment - Pre Employment Check	-792.00
EFT40296	27/02/2020	COMPLETE CORPORATE HEALTH - CITY	Various Business Units - Recruitment - Pre Employment Check	-198.00
EFT40297	27/02/2020	EMAIL MEDIA	Advertisement - Conservation Officer	-165.00
EFT40298	27/02/2020	FUJI XEROX AUSTRALIA PTY LTD	Various Business Units - Photocopier Lease And Charges	-1,912.60
EFT40299	27/02/2020	GALLERIA MOTORS PTY LTD	Depot - Minor Fleet Vehicle Parts	-695.10
EFT40300	27/02/2020	GILBARCO AUSTRALIA LTD	Depot - Diesel Pump Meter Repairs	-1,984.50
EFT40301	27/02/2020	GLENVIEW MACHINE KERBING	Various Sites - Kerbing Repairs	-7,084.00
EFT40302	27/02/2020	GRAINGER GARDEN SUPPLIES	Various Sites - Garden Soil Supplies	-720.00
EFT40303	27/02/2020	GRONBEK SECURITY	Various Sites - Restricted Keys & Coding	-178.20
EFT40304	27/02/2020	HARVEY NORMAN	Various Sites - Lap Top & Microwave	-1,578.00
EFT40305	27/02/2020	HAYS SPECIALIST RECRUITMENT (AUSTRALIA) PTY LTD	Various Business Units - Labour Hire	-8,017.56
EFT40306	27/02/2020	HEATLEY SALES PTY LTD	Depot - Minor Supplies	-98.34
EFT40307	27/02/2020	HOME CHEF	Seniors - Clients - Meals On Wheels	-740.66
EFT40308	27/02/2020	HUMES WEMBLEY CEMENT	Various Sites - Cement Supplies	-2,781.99
EFT40309	27/02/2020	HYGIENE CONCEPTS	Various Sites - Quarterly Hygiene Services	-5,383.54
EFT40310	27/02/2020	IMAGESOURCE DIGITAL SOLUTIONS	Various Business Units - Staff Business Cards	-114.40
EFT40311	27/02/2020	INDUSTRY DINER	Various Council Functions - Catering	-79.00
EFT40312	27/02/2020	IT VISION	Synergy - Creation Of Finance Report	-1,650.00
EFT40313	27/02/2020	IT VISION USER GROUP	Membership Fee - It Vision User Group	-374.00
EFT40314	27/02/2020	JANE FORWARD CONSULTANT	Revise Events (Data Collection Australia Day & Wonderrealm)	-1,760.00
EFT40315	27/02/2020	JSM CONSTRUCTION WA	Bassendean Oval - Bill Walker Stand Repairs	-15,925.25
EFT40316	27/02/2020	KBEST MARINE PTY LTD	Flag Pole Repairs - Outside Administration Office	-946.00
EFT40317	27/02/2020	KLEENIT PTY LTD	Various Sites - Graffiti Removal & Footpath Repairs	-3,991.35
EFT40318	27/02/2020	KRISTY LEANNE ARAVIDIS	Contractor - Placing Street Signage Up & Removal	-737.50
EFT40319	27/02/2020	KWIK KOPY PRINTING CENTRE MALAGA	Seniors - Client Receipt Books	-1,281.31
EFT40320	27/02/2020	NAPA AUTO PARTS	Depot - Minor Fleet Vehicle Parts	-207.35
EFT40321	27/02/2020	NATURAL AREA HOLDINGS	Various Sites - Erosion Control & Materials	-13,573.93
EFT40322	27/02/2020	NEARMAP AUSTRALIA PTY LTD	Town Planning - Nearmap 9 Month Subscription	-3,437.50
EFT40323	27/02/2020	NELLA FITZGERALD	Wonderrealm Event - Sponsorship Program (Final Payment)	-41,000.00

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Chq/EFT	Date	Name	Description	Amount
EFT40324	27/02/2020	LANDCARE WEED CONTROL	Various Sites - Application Of Weed Control	-7,419.61
EFT40325	27/02/2020	LANDGATE	Rates - Gross Rental Evaluations	-117.73
EFT40326	27/02/2020	LGIS WORKCARE	Workers Compensation Insurance	-9,445.78
EFT40327	27/02/2020	LIFE CARE HOME CARE	Seniors - Client - Physiotherapy Session	-213.00
EFT40328	27/02/2020	LIFE READY MOBILE PTY LTD	Seniors - Client - Physiotherapy Session	-476.00
EFT40329	27/02/2020	LO-GO APPOINTMENTS	Various Business Units - Labour Hire	-2,226.66
EFT40330	27/02/2020	MAJOR MOTORS	Depot - Minor Plant Parts	-330.48
EFT40331	27/02/2020	MAXIMUM INDEPENDENCE OCCUPATIONAL THERAPY	Seniors - Client - Dietician Appointment	-588.50
EFT40332	27/02/2020	MCLEODS & CO	Professional Fees - Legal Advice	-1,090.90
EFT40333	27/02/2020	MIDLAND MINICRETE	Various Sites - Crossover, Road And Footpath Maintenance	-1,217.70
EFT40334	27/02/2020	MINT CIVIL PTY LTD	Various Sites - Street Sweeping Services	-10,777.09
EFT40335	27/02/2020	MIRRABOOKA AUTO ELECTRICS	Depot Fleet Vehicle - Repairs	-525.25
EFT40336	27/02/2020	MODERN TEACHING AIDS PTY LTD	Childrens Services - Children Play Resources	-1,793.81
EFT40337	27/02/2020	MOORE STEPHENS	Internal Audit Services - Financial Year 2019-2020	-4,950.00
EFT40338	27/02/2020	MORLEY MOWER CENTRE	Depot - Minor Plant Parts	-1,780.69
EFT40339	27/02/2020	MT LAWLEY MILK	Milk Supplies - 35, 46 & 48 Old Perth Road & Depot	-226.20
EFT40340	27/02/2020	MULTILEC ENGINEERING PTY LTD	Library Lift - Conduct Service & Inspection	-440.00
EFT40341	27/02/2020	NAMEPLATE ENGRAVERS	Various Business Units - Staff Name Badges	-88.55
EFT40342	27/02/2020	OFFICEWORKS SUPERSTORES PTY LTD	Various Business Units - Office Stationery	-1,477.25
EFT40343	27/02/2020	PARAMOUNT ELECTRICAL SERVICES	Bill Walker Stand - Upgrade Lighting Spectators Stand	-11,885.15
EFT40344	27/02/2020	PB LEASING DEPARTMENT	Records - Franking Machine Lease - Quarterly	-291.50
EFT40345	27/02/2020	PBA SAFETY PTY LTD	Various Sites - Emergency Eye Wash & Medical Supplies	-924.00
EFT40346	27/02/2020	PERTH AUDIOVISUAL	Council Chambers - Microphone For Recordings	-337.50
EFT40347	27/02/2020	PERTH SAFETY PRODUCTS PTY LTD	Depot - Safety Equipment And Signage	-528.00
EFT40348	27/02/2020	PLANET FOOTPRINT PTY LTD	Planet Footprint - Annual Subscription Fees	-8,745.00
EFT40349	27/02/2020	PORTNER PRESS PTY LTD	Human Resources - Employment Law Updates	-194.00
EFT40350	27/02/2020	PRESTIGE PROPERTY MAINTENANCE	Various Sites - Slashing Of Right Of Ways	-2,750.00
EFT40351	27/02/2020	PROGRAMMED PROPERTY SERVICES	Various Sites - Streetscape Watering	-6,519.30
EFT40352	27/02/2020	PUBLIC TRANSPORT AUTHORITY OF WA	Replacement - Bus Shelter - James Street	-4,295.50
EFT40353	27/02/2020	QUALITY TRAFFIC MANAGEMENT PTY LTD	Australia Day - Road Closure And Traffic Management	-9,809.99

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Chq/EFT	Date	Name	Description	Amount
EFT40354	27/02/2020	BUDGET PEST CONTROL	Various Sites - Ant Inspections And Treatments	-250.00
EFT40355	27/02/2020	CHRIS RICHARDSON	Children Services - Bassendean - Food Safety Audit	-550.00
EFT40356	27/02/2020	DIAL A NAPPY	Children Services - Cleaning Products	-1,127.00
EFT40357	27/02/2020	HEALTHY 4 LIFE	Children Services - Staff Training - Wellness And Nutrition	-176.00
EFT40358	27/02/2020	KENNARDS HIRE	Old Perth Markets - Equipment Hire	-579.00
EFT40359	27/02/2020	LO-GO APPOINTMENTS	Various Business Units - Labour Hire	-2,261.37
EFT40360	27/02/2020	MORLEY BAPTIST CHURCH INCORPORATED	Community Benefit Sponsorship - Christmas Festival	-2,200.00
EFT40361	27/02/2020	OARS ACROSS THE WATERS PTY LTD	Various Staff Training - Accountable And Ethical Decision Making	-1,441.00
EFT40362	27/02/2020	PERTH SAFETY PRODUCTS PTY LTD	Depot - Safety Equipment And Signage	-580.80
EFT40363	27/02/2020	QUICK CORPORATE AUSTRALIA PTY LTD	Various Business Units - Stationery & Electronic Whiteboard	-178.08
EFT40364	27/02/2020	READY INDUSTRIES PTY LTD	Point Reserve - Fence Hire	-156.09
EFT40365	27/02/2020	RELATIONSHIPS AUSTRALIA (WESTERN AUSTRALIA) INC	Employee Assistance Program - Intake And Assessment Completed	-1,133.00
EFT40366	27/02/2020	RESOURCE RECOVERY SOLUTIONS	Council Recycle Waste - Concrete, Bricks, Sand & Hotmix	-1,030.70
EFT40367	27/02/2020	RICOH AUSTRALIA PTY LTD	Various Business Units - Photocopier Lease And Charges	-1,976.96
EFT40368	27/02/2020	RICOH FINANCE AUSTRALIA PTY LTD	Various Business Units - Photocopier Lease And Charges	-206.80
EFT40369	27/02/2020	ROADS 2000	Various Sites - Road Repairs - Supply Ashphalt	-264.52
EFT40370	27/02/2020	ROYAL WOLF TRADING	Wonderrealm - 20Ft Shipping Container Hire	-1,043.14
EFT40371	27/02/2020	RTSM CONSULTING	Traffic Study - Lord Street & Walter Road East	-2,640.00
EFT40372	27/02/2020	SCM EARTHMOVING CONTRACTORS	Various Sites - Replace With New Drainage Pits	-7,337.00
EFT40373	27/02/2020	SEEK LIMITED	Various Business Units - Employment Advertising	-2,821.50
EFT40374	27/02/2020	SHOFER PTY LTD	Seniors - Transport For Clients - December 2019	-1,133.98
EFT40375	27/02/2020	SINGTEL OPTUS PTY LTD	Seniors - Support Workers - Mobile Phone Charges - January 2020	-929.90
EFT40376	27/02/2020	SKATEBOARDING WA	Youth Services - Activity - Skateboarding Workshop	-632.50
EFT40377	27/02/2020	SPORTROPHY	Retiring Councillor Plaques For Bob Brown And Melissa Mykytiuk	-114.00
EFT40378	27/02/2020	ST JOHN AMBULANCE AUSTRALIA	Australia Day - First Aid Services	-2,680.91
EFT40379	27/02/2020	STANTONS INTERNATIONAL	Audit For The Surrey Street Tender Process	-1,359.60
EFT40380	27/02/2020	STARLET NAPERY	Depot - Uniforms & Safety Gear	-324.50
EFT40381	27/02/2020	STYLUS DESIGN	Food Safety Newsletter Design	-453.75
EFT40382	27/02/2020	SUPERCHARGE BATTERIES	Depot - Minor Consumable Tools	-527.12
EFT40383	27/02/2020	CASA SECURITY PTY LTD	Various Sites - Security Alarm Repairs And Monitoring	-924.00



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Chq/EFT	Date	Name	Description	Amount
EFT40384	27/02/2020	CJD EQUIPMENT PTY LTD	Depot - Minor Plant Parts	-1,511.78
EFT40385	27/02/2020	JSM CONSTRUCTION WA	Alf Faulkner Hall - Ceiling Repairs	-3,300.00
EFT40386	27/02/2020	LOCKDOC	Various Sites - Key & Lock Repairs	-180.00
EFT40387	27/02/2020	MIDLAND MINICRETE	Various Sites - Crossover, Road And Footpath Maintenance	-541.20
EFT40388	27/02/2020	MULTILEC ENGINEERING PTY LTD	Library - Lift - Lighting Repairs	-495.08
EFT40389	27/02/2020	NORTH LAKE ELECTRICAL PTY LTD	Hyde Ret Village - Unit 30 - Stove Top Element Repairs	-100.39
EFT40390	27/02/2020	ROADS 2000	Various Sites - Road Repairs - Supply Ashphalt	-119.60
EFT40391	27/02/2020	SUEZ RECYCLING & RECOVERY PTY LTD	Various Sites - Bin Rubbish Collection & bulk rubbish collection	-120,875.12
EFT40392	27/02/2020	SURESHANK PTY LTD	Children Services - Plant Maintenance	-88.00
EFT40393	27/02/2020	SYNERGY	Various Sites Synergy Account - Electricity Supply Charges	-12,223.65
EFT40394	27/02/2020	T-QUIP	Various Sites - Bin Rubbish Collection	-1,992.50
EFT40395	27/02/2020	TACTILE INDICATORS PERTH	Various Sites - Ground Surface Indicators	-3,330.00
EFT40396	27/02/2020	THE EDUCATIONAL EXPERIENCE PTY LTD	Children Services - Toys And Resources	-1,645.50
EFT40397	27/02/2020	THE STATE LAW PUBLISHER	Advertisement - Town Planning Scheme	-169.12
EFT40398	27/02/2020	TOTAL EDEN PTY LTD	Various Sites - Reticulation Supplies	-1,433.22
EFT40399	27/02/2020	TROPICAL SNO	Green Trail Event - Refreshments	-216.00
EFT40400	27/02/2020	TRUGRADE MEDICAL SUPPLIES	Seniors - Client - Medical Supplies	-611.52
EFT40401	27/02/2020	URBAQUA	Community And Stakeholder Consultation - 3Rd & 4Th Avenue	-4,730.00
EFT40402	27/02/2020	VENUS PLUMBING	Various Sites - Plumbing Repairs	-3,319.31
EFT40403	27/02/2020	VERMEER EQUIPMENT OF WA & NT	Depot - Fleet Vehicle - Parts	-32.12
EFT40404	27/02/2020	WA HINO SALES & SERVICE	Depot - Vehicle Service	-615.55
EFT40405	27/02/2020	WALKERS PEST & LAWN MANAGEMENT	Various Sites - Ant Inspections And Treatments	-253.00
EFT40406	27/02/2020	WATTS WESTERN RUBBER	Various Fleet Vehicle - Tyre Repairs & Replacements	-1,345.00
EFT40407	27/02/2020	WESTBOOKS	Library - Book Purchases	-700.46
EFT40408	27/02/2020	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	Various Staff And Councillor Training	-5,250.00
EFT40409	27/02/2020	WHITE OAK HOME CARE SERVICES	Seniors - Independent Living - Initial Assessment	-96.92
EFT40410	27/02/2020	WINC. AUSTRALIA PTY LTD	Various Business Units - Office Stationery	-436.37
EFT40411	27/02/2020	WORKPLACE MANAGEMENT NETWORK PTY LTD	Human Resources - Workplace Investigation	-2,200.00
EFT40412	27/02/2020	XPRESSO LANE CAFE	Volunteer - Meal Vouchers	-800.00
EFT40413	27/02/2020	ZIRCODATA PTY LTD	Records - Document Bin Rental & Storage Fees - January 2020	-68.64
EFT40414	28/02/2020	NATASHA PSAILA	Dog Infringement Refund - Paid Twice	-200.00

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Chq/EFT	Date	Name	Description	Amount
DD18024.1	03/02/2020	ONHOLD MAGIC	Messages On Hold - February 2020	-138.80
DD18031.1	04/02/2020	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Payroll Super	-48,375.72
DD18031.2	04/02/2020	REST SUPERANNUATION	Payroll Super	-1,464.93
DD18031.3	04/02/2020	VIC SUPER	Superannuation Contributions	-230.17
DD18031.4	04/02/2020	MLC SUPER FUND	Superannuation Contributions	-225.74
DD18031.5	04/02/2020	COLONIAL FIRST STATE	Superannuation Contributions	-75.03
DD18031.6	04/02/2020	SUPER DIRECTIONS FUND	Superannuation Contributions	-230.17
DD18031.7	04/02/2020	ANZ SMART CHOICE SUPER	Payroll Super	-676.96
DD18031.8	04/02/2020	AMP SUPERLEADER	Payroll Super	-514.75
DD18031.9	04/02/2020	NGS SUPER	Superannuation Contributions	-304.31
DD18031.10	04/02/2020	MLC SUPER FUND	Superannuation Contributions	-199.62
DD18031.11	04/02/2020	COMMONWEALTH ESSENTIAL SUPER	Superannuation Contributions	-121.01
DD18031.12	04/02/2020	DIY MASTER PLAN	Superannuation Contributions	-192.20
DD18031.13	04/02/2020	AUSTRALIAN ETHICAL SUPER	Superannuation Contributions	-399.33
DD18031.14	04/02/2020	CBUS INDUSTRY SUPERFUND	Superannuation Contributions	-160.54
DD18031.15	04/02/2020	BT SUPER FOR LIFE	Superannuation Contributions	-208.87
DD18031.16	04/02/2020	Q SUPER	Superannuation Contributions	-346.77
DD18031.17	04/02/2020	MLC WRAP SUPER	Superannuation Contributions	-77.01
DD18031.18	04/02/2020	WEALTH PERSONAL SUPERANNUATION AND PENSION FUND	Superannuation Contributions	-63.99
DD18031.19	04/02/2020	PLUMMER SUPERANNUATION FUND	Superannuation Contributions	-1,022.06
DD18031.20	04/02/2020	HESTA SUPER FUND	Payroll Deductions	-2,335.25
DD18031.21	04/02/2020	B & L SUPER FUND	Superannuation Contributions	-203.71
DD18031.22	04/02/2020	AUSTRALIAN/WESTSCHEME SUPER	Superannuation Contributions	-6,737.01
DD18031.23	04/02/2020	HOST PLUS	Superannuation Contributions	-598.21
DD18031.24	04/02/2020	TWU SUPERANNUATION	Superannuation Contributions	-447.40
DD18039.2	05/02/2020	COMMONWEALTH CREDIT CARDS	Credit Card - January 2020	-14,842.21
DD18074.1	10/02/2020	SHERIFFS OFFICE	Ranger Services - Fines To Be Lodged	-840.00
DD18076.1	17/02/2020	SG FLEET AUSTRALIA PTY LTD	Fleet Vehicles Leases - February 2020	-15,125.84
DD18081.1	18/02/2020	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Payroll Super	-47,133.34
DD18081.2	18/02/2020	REST SUPERANNUATION	Payroll Super	-1,674.31







**ATTACHMENT NO. 10**



# **FINANCIAL STATEMENTS**

## **FOR THE PERIOD ENDED**

**29 February 2020**

# TOWN OF BASSENDEAN

## MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the Period Ended 29 February 2020

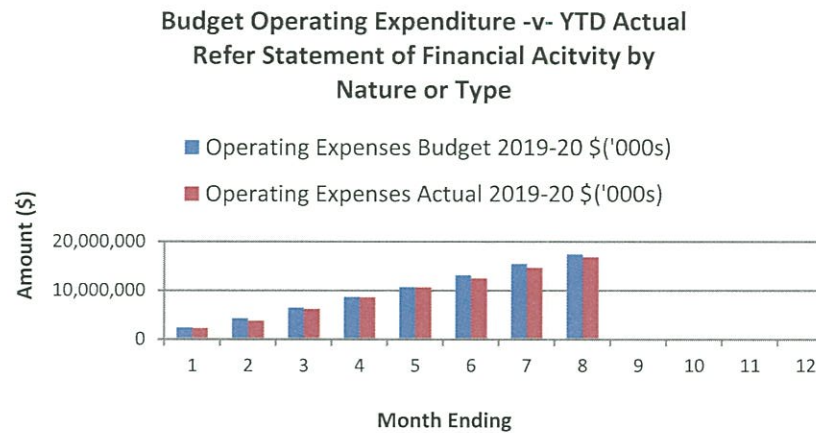
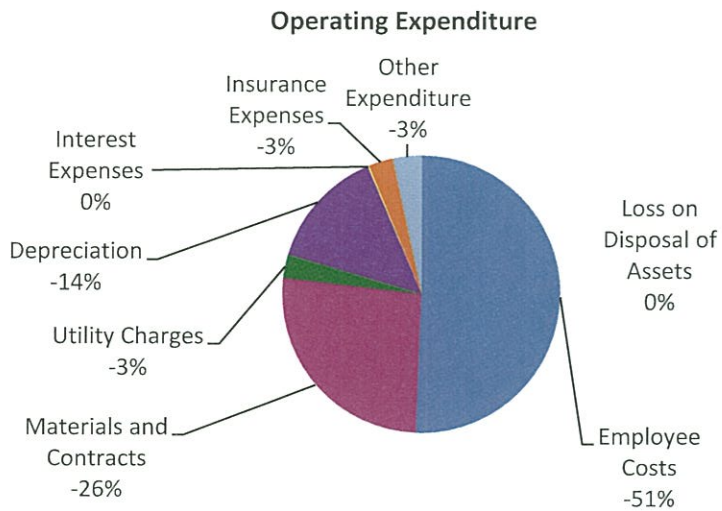
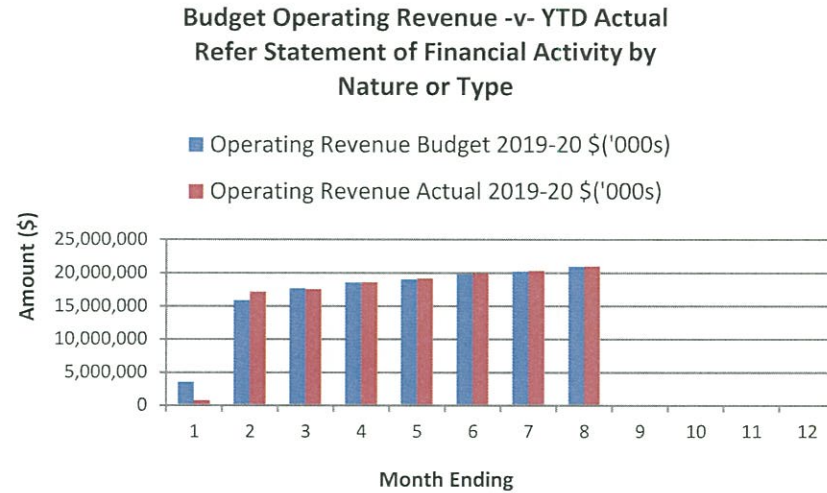
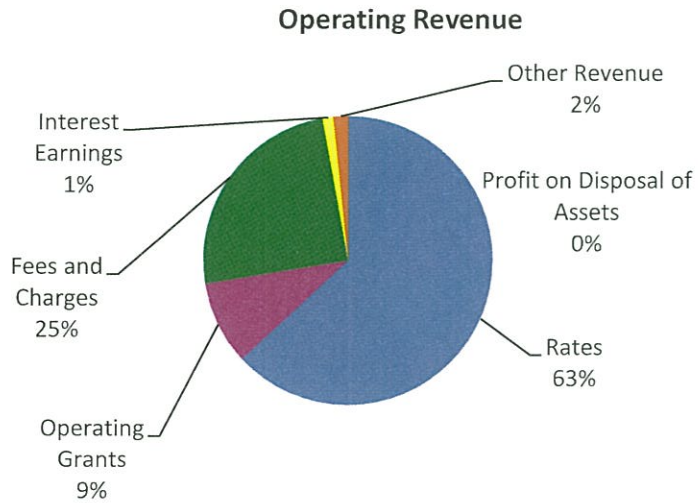
LOCAL GOVERNMENT ACT 1995  
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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**Town of Bassendean  
Information Summary  
For the Period Ended 29 February 2020**



**TOWN OF BASSENDEAN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 29 February 2020**

	Note	Original Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. % (b)-(a)/(a)
			\$	\$	%
<b>Opening Funding Surplus(Deficit)</b>	3	1,630,400	1,630,400	<b>1,432,345</b>	(12.15%)
<b>Revenue from operating activities</b>					
Governance		17,200	11,464	<b>35,482</b>	209.50%
General Purpose Funding - Rates	2	13,410,680	13,394,008	<b>13,069,334</b>	(2.42%)
General Purpose Funding - Other		905,723	590,238	<b>600,719</b>	1.78%
Law, Order and Public Safety		116,400	92,962	<b>103,792</b>	11.65%
Health		2,732,665	2,730,404	<b>2,856,577</b>	4.62%
Education and Welfare		5,120,258	3,480,464	<b>3,516,126</b>	1.02%
Community Amenities		148,000	96,648	<b>89,926</b>	(6.95%)
Recreation and Culture		188,910	123,592	<b>221,795</b>	79.46%
Transport		34,000	32,664	<b>56,293</b>	72.34%
Economic Services		95,350	63,552	<b>119,196</b>	87.56%
Other Property and Services		83,700	55,801	<b>67,444</b>	20.86%
		<b>22,852,886</b>	<b>20,671,797</b>	<b>20,736,683</b>	0.31%
<b>Expenditure from operating activities</b>					
Governance		(1,140,872)	(641,455)	<b>(756,217)</b>	(17.89%)
General Purpose Funding		(930,248)	(578,654)	<b>(617,996)</b>	(6.80%)
Law, Order and Public Safety		(716,404)	(461,104)	<b>(438,311)</b>	4.94%
Health		(3,257,400)	(2,110,475)	<b>(1,980,905)</b>	6.14%
Education and Welfare		(5,679,422)	(3,781,658)	<b>(3,786,309)</b>	(0.12%)
Community Amenities		(1,474,379)	(997,886)	<b>(882,761)</b>	11.54%
Recreation and Culture		(6,474,962)	(4,217,123)	<b>(4,170,408)</b>	1.11%
Transport		(5,679,404)	(4,163,882)	<b>(3,692,297)</b>	11.33%
Economic Services		(620,697)	(366,409)	<b>(377,150)</b>	(2.93%)
Other Property and Services		(46,278)	(19,084)	<b>(43,452)</b>	(127.68%)
		<b>(26,020,067)</b>	<b>(17,337,731)</b>	<b>(16,745,805)</b>	3.41%
<b>Operating activities excluded from budget</b>					
Add back Depreciation		3,505,012	2,336,536	<b>2,356,797</b>	0.87%
Adjust (Profit)/Loss on Asset Disposal		8,319	5,544	-	(100.00%)
Movement in Leave Reserve		14,871	5,659	<b>5,659</b>	0.00%
<b>Amount attributable to operating activities</b>		<b>361,021</b>	<b>5,681,805</b>	<b>6,353,334</b>	
<b>Investing Activities</b>					
Non-operating Grants, Subsidies and Contributions		2,066,917	200,000	<b>200,000</b>	0.00%
Proceeds from Disposal of Assets	10	656,500	-	-	
Land and Buildings	8	(1,748,710)	(450,029)	<b>(408,246)</b>	9.28%
Infrastructure Assets - Roads	8	(2,254,002)	(96,905)	<b>(28,990)</b>	70.08%
Infrastructure Assets - Footpaths	8	(50,000)	(10,000)	<b>(2,938)</b>	70.62%
Infrastructure Assets - Other	8	(1,305,620)	(121,365)	<b>(42,637)</b>	64.87%
Infrastructure Assets - Drainage	8	(63,541)	(63,541)	<b>(9,861)</b>	84.48%
Plant and Equipment	8	(53,500)	(33,500)	<b>(15,255)</b>	54.46%
Furniture and Equipment	8	(629,578)	-	<b>(265)</b>	
<b>Amount attributable to investing activities</b>		<b>(3,381,534)</b>	<b>(575,340)</b>	<b>(308,193)</b>	
<b>Financing Activities</b>					
Self-Supporting Loan Principal		23,766	16,734	<b>16,734</b>	0.00%
Transfer from Reserves	5	3,671,705	-	-	(100.00%)
Repayment of Debentures	4	(130,368)	(92,938)	<b>(92,938)</b>	0.00%
Transfer to Reserves	5	(2,150,310)	(47,084)	<b>(47,084)</b>	0.00%
<b>Amount attributable to financing activities</b>		<b>1,414,793</b>	<b>(123,288)</b>	<b>(123,288)</b>	
<b>Closing Funding Surplus(Deficit)</b>	3	<b>24,680</b>	<b>6,613,577</b>	<b>7,354,198</b>	

**TOWN OF BASSENDEAN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(By Nature or Type)**  
**For the Period Ended 29 February 2020**

	Note	Original Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. % (b)-(a)/(a)
			\$	\$	%
<b>Opening Funding Surplus (Deficit)</b>	3	1,630,400	1,630,400	<b>1,432,345</b>	(12.15%)
<b>Revenue from operating activities</b>					
Rates	2	13,410,680	13,394,008	<b>13,069,334</b>	(2.42%)
Operating Grants, Subsidies and Contributions		2,563,074	1,876,305	<b>1,945,894</b>	3.71%
Fees and Charges		5,989,971	4,846,524	<b>5,127,121</b>	5.79%
Interest Earnings		460,345	265,075	<b>239,971</b>	(9.47%)
Other Revenue		427,316	288,885	<b>354,363</b>	22.67%
Profit on Disposal of Assets	10	1,500	1,000	-	
		<b>22,852,886</b>	<b>20,671,797</b>	<b>20,736,683</b>	0.31%
<b>Expenditure from operating activities</b>					
Employee Costs		(12,291,093)	(8,159,737)	<b>(8,470,441)</b>	(3.81%)
Materials and Contracts		(8,122,358)	(5,408,673)	<b>(4,399,342)</b>	18.66%
Utility Charges		(719,114)	(488,737)	<b>(453,475)</b>	7.21%
Depreciation on Non-Current Assets		(3,505,012)	(2,336,536)	<b>(2,356,797)</b>	(0.87%)
Interest Expenses		(49,688)	(26,384)	<b>(22,861)</b>	13.35%
Insurance Expenses		(452,413)	(443,413)	<b>(473,814)</b>	(6.86%)
Other Expenditure		(870,570)	(467,707)	<b>(569,075)</b>	(21.67%)
Loss on Disposal of Assets	10	(9,819)	(6,544)	-	100.00%
		<b>(26,020,067)</b>	<b>(17,337,731)</b>	<b>(16,745,805)</b>	3.41%
<b>Operating activities excluded from budget</b>					
Add back Depreciation		3,505,012	2,336,536	<b>2,356,797</b>	0.87%
Adjust (Profit)/Loss on Asset Disposal		8,319	5,544	-	(100.00%)
Movement in Leave Reserve		14,871	5,659	<b>5,659</b>	0.00%
<b>Amount attributable to operating activities</b>		<b>361,021</b>	<b>5,681,805</b>	<b>6,353,333</b>	
<b>Investing activities</b>					
Grants, Subsidies and Contributions		2,066,917	200,000	<b>200,000</b>	0.00%
Proceeds from Disposal of Assets	10	656,500	-	-	
Land and Buildings	8	(1,748,710)	(450,029)	<b>(408,246)</b>	9.28%
Infrastructure Assets - Roads	8	(2,254,002)	(96,905)	<b>(28,990)</b>	70.08%
Infrastructure Assets - Footpaths	8	(50,000)	(10,000)	<b>(2,938)</b>	70.62%
Infrastructure Assets - Other	8	(1,305,620)	(121,365)	<b>(42,637)</b>	64.87%
Infrastructure Assets - Drainage	8	(63,541)	(63,541)	<b>(9,861)</b>	84.48%
Plant and Equipment	8	(53,500)	(33,500)	<b>(15,255)</b>	54.46%
Furniture and Equipment	8	(629,578)	-	<b>(265)</b>	
<b>Amount attributable to investing activities</b>		<b>(3,381,534)</b>	<b>(575,340)</b>	<b>(308,193)</b>	
<b>Financing Activities</b>					
Self-Supporting Loan Principal		23,766	16,734	<b>16,734</b>	0.00%
Transfer from Reserves	7	3,671,705	-	-	(100.00%)
Repayment of Debentures	4	(130,368)	(92,938)	<b>(92,938)</b>	0.00%
Transfer to Reserves	7	(2,150,310)	(47,084)	<b>(47,084)</b>	0.00%
<b>Amount attributable to financing activities</b>		<b>1,414,793</b>	<b>(123,288)</b>	<b>(123,288)</b>	
<b>Closing Funding Surplus (Deficit)</b>	3	<b>24,680</b>	<b>6,613,577</b>	<b>7,354,198</b>	

**Town of Bassendean**  
**STATEMENT OF FINANCIAL POSITION**  
For the Period Ended 29 February 2020

	2019-20	2018-19
	\$	\$
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	16,174,393	12,355,302
Trade and other receivables	3,427,575	1,011,100
Inventories	15,024	17,076
<b>TOTAL CURRENT ASSETS</b>	<u>19,616,993</u>	<u>13,383,480</u>
<b>NON-CURRENT ASSETS</b>		
Financial Assets	122,620	122,620
Other receivables	513,509	530,243
Property, plant and equipment	55,794,140	55,780,007
Infrastructure	105,533,894	107,396,630
Interests in Joint Ventures	8,386,081	8,386,081
<b>TOTAL NON-CURRENT ASSETS</b>	<u>170,350,243</u>	<u>172,215,582</u>
<b>TOTAL ASSETS</b>	<u>189,967,236</u>	<u>185,599,062</u>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	3,570,080	3,295,969
Current portion of long term borrowings	37,430	130,368
Provisions	2,414,048	2,417,923
<b>TOTAL CURRENT LIABILITIES</b>	<u>6,021,558</u>	<u>5,844,261</u>
<b>NON-CURRENT LIABILITIES</b>		
Long term borrowings	549,315	549,315
Provisions	158,837	158,837
<b>TOTAL NON-CURRENT LIABILITIES</b>	<u>708,153</u>	<u>708,153</u>
<b>TOTAL LIABILITIES</b>	<u>6,729,711</u>	<u>6,552,414</u>
<b>NET ASSETS</b>	<u>183,237,525</u>	<u>179,046,648</u>
<b>EQUITY</b>		
Retained surplus	33,353,008	29,209,215
Reserves - cash backed	7,004,097	6,957,012
Revaluation surplus	142,880,420	142,880,420
<b>TOTAL EQUITY</b>	<u>183,237,525</u>	<u>179,046,648</u>

This statement is to be read in conjunction with the accompanying notes.

TOWN OF BASSENDEAN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT

For the Period Ended 29 February 2020

Statement of Financial Position Detailed	2019/2020 \$	2018/2019 \$
<b>CASH AND CASH EQUIVALENTS</b>		
Unrestricted	6,732,039	3,031,343
Restricted	9,442,354	9,323,959
	<u>16,174,393</u>	<u>12,355,302</u>
<p>The following restrictions have been imposed by regulations or other externally imposed requirements:</p>		
Leave Reserve	749,190	743,532
Plant & Equipment Reserve	399,879	396,298
Community Facilities Reserve	54,100	53,616
Land & Building Infrastructure Reserve	1,905,004	1,887,948
Waste Management Reserve	1,095,176	1,085,370
Wind in the Willows Reserve	48,642	48,206
Aged Persons Reserve	555,943	550,966
Youth Development Reserve	29,491	29,227
Underground Power Reserve	85,116	84,354
Drainage Reserve	146,045	144,737
Tree Reserve	162,167	160,660
Bus Shelter Reserve	21,437	21,300
HACC Assets Replacement	123,893	122,784
Unspent Portion of Grants	1,628,013	1,628,013
Hyde Retirement Village Retention Bonds	257,550	256,550
Other Bonds & Deposits	2,180,708	2,110,398
	<u>9,442,354</u>	<u>9,323,959</u>
<b>TRADE AND OTHER RECEIVABLES</b>		
<b>Current</b>		
Rates Outstanding	3,185,064	785,846
Sundry Debtors - General	78,924	86,436
GST Receivable	59,171	32,274
Accrued Interest	-	2,130
Sundry Debtors - SSL	23,766	23,766
Long Service Leave Due from Other Councils	80,650	80,650
	<u>3,427,575</u>	<u>1,011,100</u>
<b>Non-Current</b>		
Rates Outstanding - Pensioners	325,083	325,083
Loans - Clubs/Institutions	188,426	205,160
	<u>513,509</u>	<u>530,243</u>
Investments - Government House	<u>122,620</u>	<u>122,620</u>

TOWN OF BASSENDEAN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT

For the Period Ended 29 February 2020

	2019/2020	2018/2019
	\$	\$
<b>Statement of Financial Position Detailed</b>		
Investments- EMRC	8,386,081	8,386,081
<b>INVENTORIES</b>		
<b>Current</b>		
Fuel and Materials	15,024	17,076
	15,024	17,076
<b>PROPERTY, PLANT AND EQUIPMENT</b>		
Land and Buildings		
- Independent Valuation 2017 - Level 2	36,381,646	36,381,646
Buildings at:		
- Independent Valuation 2017 - Level 3	26,275,930	26,275,930
- Additions after valuation - cost	408,246	-
Less: accumulated depreciation	(8,604,876)	(8,276,412)
	18,079,300	17,999,518
Total Land and Buildings	54,460,946	54,381,164
Furniture and Equipment - Management Valuation 2016	165,239	165,239
- Additions after valuation - cost	281,541	281,276
Less Accumulated Depreciation	(186,373)	(157,937)
Less Accumulated Depreciation	260,407	288,578
Plant and Equipment - Independent Valuation 2016		
- Independent Valuation 2016 - Level 2	1,898,330	1,898,330
- Independent Valuation 2016 - Level 3	714,601	714,601
- Additions after valuation - cost	246,688	231,433
Less Accumulated Depreciation	(1,633,063)	(1,580,331)
-Less Disposals after Valuation	(216,389)	(216,389)
	1,010,167	1,047,644
Art Works		
- Management Valuation 2018 - Level 2	62,620	62,620
	62,620	62,620
	<b>55,794,140</b>	<b>55,780,007</b>

TOWN OF BASSENDEAN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT

For the Period Ended 29 February 2020

Statement of Financial Position Detailed	2019/2020	2018/2019
	\$	\$
<b>INFRASTRUCTURE</b>		
Roads - Independent Valuation 2017	84,599,586	84,599,586
- Additions after valuation - cost	28,990	
Less Accumulated Depreciation	(19,103,498)	(18,117,855)
	<u>65,525,078</u>	<u>66,481,731</u>
Footpaths - Independent Valuation 2017	10,332,111	10,332,111
- Additions after valuation - cost	2,938	
Less Accumulated Depreciation	(3,646,509)	(3,484,861)
	<u>6,688,540</u>	<u>6,847,250</u>
 <b>INFRASTRUCTURE</b>		
Drainage - Independent Valuation 2017	40,475,300	40,475,300
- Additions after valuation - cost	9,861	-
Less Accumulated Depreciation	(18,461,873)	(18,065,759)
	<u>22,023,288</u>	<u>22,409,541</u>
Parks & Ovals - Independent Valuation 2018	18,392,206	18,392,206
- Additions after valuation - cost	42,637	-
Less Accumulated Depreciation	(7,137,854)	(6,734,096)
	<u>11,296,989</u>	<u>11,658,110</u>
	<u>105,533,894</u>	<u>107,396,630</u>
 <b>TRADE AND OTHER PAYABLES</b>		
<b>Current</b>		
Sundry Creditors	1,131,822	656,856
Accrued Interest on Debentures	-	4,005
Accrued Salaries and Wages	-	268,160
Bonds & Other Deposits	2,180,708	2,110,398
Hyde Retirement Village Bonds	257,550	256,550
	<u>3,570,080</u>	<u>3,295,969</u>
 <b>LONG-TERM BORROWINGS</b>		
Secured by Floating Charge		
Loan Liability - Current	37,430	130,368
	<u>37,430</u>	<u>130,368</u>
 <b>Non-Current</b>		
Secured by Floating Charge		
Loan Liability - Non Current	549,315	549,315
	<u>549,315</u>	<u>549,315</u>

TOWN OF BASSENDEAN

NOTES TO AND FORMING PART OF THE FINANCIAL REPORT

For the Period Ended 29 February 2020

Statement of Financial Position Detailed	2019/2020	2018/2019
PROVISIONS	\$	\$
<b>Current</b>		
Provision for Annual Leave	1,034,666	1,038,542
Provision for Long Service Leave	1,379,382	1,379,382
	<u>2,414,048</u>	<u>2,417,923</u>
<b>Non-Current</b>		
Provision for Long Service Leave	158,837	158,837
	<u>158,837</u>	<u>158,837</u>
<b>RECONCILIATION</b>		
TOTAL CURRENT ASSETS	19,616,993	13,383,480
TOTAL NON CURRENT ASSETS	170,350,243	172,215,582
<b>TOTAL ASSETS</b>	<b><u>189,967,236</u></b>	<b><u>185,599,062</u></b>
TOTAL CURRENT LIABILITIES	6,021,558	5,844,261
TOTAL NON CURRENT LIABILITIES	708,153	708,153
<b>TOTAL LIABILITIES</b>	<b><u>6,729,711</u></b>	<b><u>6,552,414</u></b>
<b>NET ASSETS</b>	<b><u>183,237,525</u></b>	<b><u>179,046,648</u></b>



**TOWN OF BASSENDEAN  
STATEMENT OF CASH FLOWS**

	<b>2019/20</b>	<b>2019/20</b>
	<b>Actual</b>	<b>Budget</b>
	<b>\$</b>	<b>\$</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
<b>Receipts:</b>		
Rates	14,485,701	13,610,680
Operating grants, subsidies and contributions	1,945,894	2,711,074
Fees and charges	1,794,015	6,009,971
Interest	242,101	460,345
Goods and services tax	597,856	1,350,000
Other revenue	354,363	400,316
	19,419,930	24,542,386
<b>Payments:</b>		
Employee costs	(8,777,385)	(12,391,093)
Materials and contracts	(4,397,293)	(8,166,766)
Utility charges	(453,475)	(719,114)
Interest expenses	(26,866)	(44,688)
Insurance expenses	(473,814)	(452,413)
Goods and services tax	(589,845)	(900,000)
Other expenditure	(569,075)	(870,570)
	(15,287,754)	(23,544,644)
<b>Net cash provided by (used in) operating activities</b>	4,132,177	997,742
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
<b>Receipts:</b>		
Non-operating grants, subsidies and contributions	200,000	2,066,917
Proceeds from sale of assets	-	656,500
<b>Payments:</b>		
Payments for purchase of property, plant & equipment	(423,766)	(2,431,788)
Payments for construction of infrastructure	(84,426)	(3,673,163)
<b>Net cash provided by (used in) investment activities</b>	(308,193)	(3,381,534)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
<b>Receipts:</b>		
Proceeds from self supporting loans	16,735	23,766
Transfer from Trust	71,310	400,000
<b>Payments:</b>		
Repayment of debentures	(92,938)	(130,368)
<b>Net cash provided by (used in) financing activities</b>	(4,893)	293,398
<b>Net increase (decrease) in cash held</b>	3,819,091	(2,090,393)
Cash and cash equivalents at beginning of year	12,355,302	12,377,774
<b>Cash and cash equivalents at the end of the year</b>	16,174,393	10,287,380

This statement is to be read in conjunction with the accompanying notes.

**TOWN OF BASSENDEAN**  
**NOTES TO AND FORMING PART OF THE CASHFLOW**

**NOTES TO THE CASH FLOW STATEMENT**

**(a) Reconciliation of Cash**

For the purposes of the cash flow statement, cash includes cash on hand and cash equivalents, net of outstanding bank overdrafts. Cash at the end of the reporting period is reconciled to related items in the balance sheet as follows:

	<b>2019/20</b>	<b>2019/20</b>
	<b>Actual</b>	<b>Budget</b>
	<b>\$</b>	<b>\$</b>
Cash and Cash Equivalents	16,174,393	10,287,380

**(b) Reconciliation of Net Cash Provided By Operating Activities to Net Result**

Net Result	4,190,877	(1,100,264)
Depreciation	2,356,797	3,505,012
(Profit)/Loss on Sale of Asset	-	8,319
(Increase)/Decrease in Receivables	(1,914,611)	(60,000)
(Increase)/Decrease in Inventories	2,052	
Increase in Investment in Joint Venture	-	-
Increase/(Decrease) in Payables & Accruals	(299,062)	225,000
Increase/(Decrease) in Employee Provisions	(3,876)	50,000
Grants/Contributions for the Development of Assets	(200,000)	(1,630,325)
<b>Net Cash from Operating Activities</b>	<b>4,132,177</b>	<b>997,742</b>

**TOWN OF BASSENDEAN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 29 February 2020

**Note 1: Explanation of Material Variances**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget or greater than 10% or \$5000.

① More Revenue OR Less Expenditure

② Less Revenue OR More Expenditure

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
<b>Operating Revenue</b>	\$	%			
Governance	24,018	210%	①	Timing/ Permanent	Transfer of LSL entitlements to TOB for new employee and Parental Leave payments/ Timing of Income
General Purpose Funding - Rates	(324,674)	(2%)		Permanent	Adjustment for Rates Paid in Advance in 2018-19/Differential rates for vacant land did not proceed
General Purpose Funding - Other	10,481	2%		Timing/ Permanent	LGIS Members Contribution received/Timing of Income
Law, Order and Public Safety	10,830	12%	①	Timing	Additional income from fines/Funding received from DFES for flood mitigation/Timing of Income
Health	126,173	5%		Permanent	Additional income from Rubbish Charges Levied
Education and Welfare	35,662	1%		Timing	WiW Parental Leave Payments received
Community Amenities	(6,722)	(7%)		Timing	Within Variance Threshold
Recreation and Culture	98,203	79%	①	Timing/ Permanent	Additional income from Hire of Reserves/Hall Hire
Transport	23,629	72%	①	Permanent	Direct Road Grant higher than estimated
Economic Services	55,644	88%	①	Timing/ Permanent	Additional income from Swimming Pool Inspections/Timing of Income
Other Property and Services	11,643	21%	②	Timing	Timing of Income
<b>Operating Expense</b>	\$	%			
Governance	(114,762)	(18%)	②	Timing/ Permanent	Employee Costs above YTD budget due to redundancies/organisational training above budget
General Purpose Funding	(39,342)	(7%)		Timing	Within Variance Threshold
Law, Order and Public Safety	22,793	5%		Timing	Within Variance Threshold
Health	129,570	6%		Timing	Timing of Expenditure/Bulk rubbish collection due in May/FOGO and Environmental projects
Education and Welfare	(4,651)	(0%)		Timing	Within Variance Threshold
Community Amenities	115,125	12%	①	Timing/ Permanent	Timing of expenditure-community amenities maintenance under budget/Salaries budget for Director Development Services to be transferred to Governance
Recreation and Culture	46,715	1%		Timing	Timing of expenditure-Public Events
Transport	471,585	11%	①	Timing	Timing of Expenditure-Street Tree Planting Program and other Projects
Economic Services	(10,740)	(3%)		Timing	Employee Costs above YTD budget due to termination/Swimming pool inspections fees above budget
Other Property and Services	(24,368)	(128%)	②	Timing/ Permanent	Timing/Private works and insurance claims above budget
<b>Operating activities excluded from budget</b>					
Depreciation	(20,261)	1%		Timing	Within Variance Threshold/Depreciation tracking above budget
Adjust (Profit)/Loss on Asset Disposal	(5,544)	(100%)		Timing	Timing of disposal of assets
<b>Capital Revenues</b>					
Grants, Subsidies and Contributions	0	0%		Timing	Within Variance Threshold
Proceeds from Disposal of Assets	0				Within Variance Threshold
<b>Capital Expenses</b>					<i>Refer to Note 8 for Capital expenditure detail</i>
Land and Buildings	(41,783)	9%		Timing	Timing of projects
Infrastructure - Roads	(67,915)	70%		Timing	Timing/Full provision for roads not required
Infrastructure - Footpaths	(7,062)	71%		Timing	Timing of projects/in progress
Infrastructure Assets - Other	(78,728)	65%		Timing	Timing of projects
Infrastructure Assets - Drainage	(53,680)	84%		Timing	Timing/in progress
Plant and Equipment	(18,245)	54%		Timing	Timing/in progress
Furniture and Equipment	265			Timing	Timing/in progress
<b>Financing</b>					
Self-Supporting Loan Principal	0	0%			Within Variance Threshold
Transfer from Reserves	0	(100%)			Within Variance Threshold
Repayment of Debentures	0	0%			Within Variance Threshold/Transfers from reserve to fund capital projects still to occur
Transfer to Reserves	0	0%			Within Variance Threshold
<b>Opening Funding Surplus(Deficit)</b>	(198,055)	(12%)	②		Operating expenditure higher than estimated. Includes an accrual for employee entitlements

**TOWN OF BASSENDEAN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 29 February 2020**

Note 2: Rating Information	Rate in	Number of Properties	Rateable Value	YTD Actual				Original Budget			
				Rate Revenue	Interim Rates	Back Rates	Total Revenue	Rate Revenue	Interim Rate	Back Rate	Total Revenue
<b>RATE TYPE</b>	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
General Rate	7.3020	5,962	162,036,773	11,625,473	32,136	12,614	11,670,223	11,909,496	50,000	3,000	11,962,496
<b>Sub-Totals</b>		<b>5,962</b>	<b>162,036,773</b>	<b>11,625,473</b>	<b>32,136</b>	<b>12,614</b>	<b>11,670,223</b>	<b>11,909,496</b>	<b>50,000</b>	<b>3,000</b>	<b>11,962,496</b>
<b>Minimum Payment</b>											
Minimum Rate	1,106	1,300	17,972,511	1,399,111	-	-	1,399,111	1,448,184	-	-	1,448,184
<b>Sub-Totals</b>		<b>1,300</b>	<b>17,972,511</b>	<b>1,399,111</b>	<b>-</b>	<b>-</b>	<b>1,399,111</b>	<b>1,448,184</b>	<b>-</b>	<b>-</b>	<b>1,448,184</b>
<b>Amount from General Rates</b>		<b>7,262</b>	<b>180,009,284</b>	<b>13,024,584</b>	<b>32,136</b>	<b>12,614</b>	<b>13,069,334</b>	<b>13,357,680</b>	<b>50,000</b>	<b>3,000</b>	<b>13,410,680</b>
<b>Totals</b>							<b>13,069,334</b>				<b>13,410,680</b>

**Comments - Rating Information**

To meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also considering the extent of any increase in rating over the level adopted in the previous year. The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

The Rates for 2019/20 were issued on the 6th September 2019. The due date for the payment of rates is October 11th 2019, unless the option to pay by instalments is taken. Rates instalments are subject to an instalment fee of \$36 and 5.5% interest. Instalment dates for 2019/20 are:

- 1st: 11 October 2019
- 2nd: 13 December 2019
- 3rd: 14 February 2020
- 4th: 17 April 2020

**TOWN OF BASSENDEAN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 29 February 2020**

**Note 3: Net Current Funding Position**

Positive=Surplus (Negative=Deficit)

	<b>Last Years Actual Closing</b>	<b>Current</b>
	<b>30 June 2019</b>	<b>29 Feb 2020</b>
	\$	\$
<b>Current Assets</b>		
Cash Unrestricted	3,031,342	6,736,375
Cash Restricted	6,957,012	6,999,760
Restricted Cash - Trust	2,366,948	2,438,258
Rates Outstanding	785,846	3,185,064
Sundry Debtors	190,852	183,341
GST Receivable	32,274	59,171
Accrued Interest	2,130	-
Inventories	17,076	15,024
	13,383,480	19,616,993
<b>Less: Current Liabilities</b>		
Sundry Creditors	(656,856)	(1,131,822)
Accrued Interest on Debentures	(4,005)	-
Accrued Salaries and Wages	(268,160)	-
Hyde Retirement Village Bonds	(256,550)	(257,550)
Bonds and Other Deposits	(2,110,398)	(2,180,708)
Current Employee Provisions	(2,417,924)	(2,414,048)
	(5,713,893)	(5,984,128)
<b>Net Current Assets</b>	7,669,587	13,632,865
Less: Cash Reserves	(6,957,012)	(7,004,097)
Less: SSL Borrowings Repayments	(23,766)	(23,766)
Plus : Liabilities funded by Cash Backed Reserves	743,532	749,190
<b>Net Current Funding Position</b>	<b>1,432,345</b>	<b>7,354,198</b>

**TOWN OF BASSENDEAN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 29 February 2020

**Note 4 : Information on Borrowings**

**(a) Debenture Repayments**

Particulars	01 Jul 2019	Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Annual Budget	Actual	Budget	Actual	Annual Budget
		\$	\$	\$	\$	\$	\$
<b>Recreation and Culture</b>							
Loan 156 - Civic Centre Redevelopment	38,133	38,133	38,133	0	-	1,018	5,425
Loan 160A - Civic Centre Redevelopment	291,410	25,151	51,115	266,259	240,295	8,847	20,475
Loan 160B- Civic Centre Redevelopment	121,214	12,920	17,355	108,294	103,859	3,891	7,786
<b>Self Supporting Loans-Governance</b>							
Loan 157 - Ashfield Soccer Club	11,408	3,612	6,123	7,796	5,285	319	845
Loan 162 - TADWA	217,518	13,122	17,643	204,396	199,875	8,786	15,158
	679,683	92,938	130,368	586,745	549,314	22,861	49,688

**(b) New Debentures**

The Town does not propose to raise any debt through the issue of debenture this financial year

**(c) Unspent Debentures**

The Town has no unspent debentures.

**(d) Overdraft**

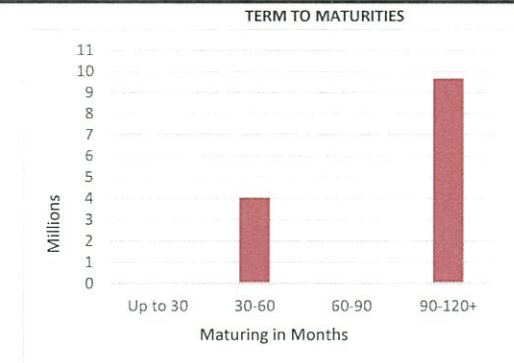
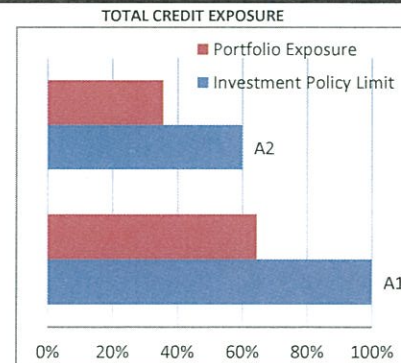
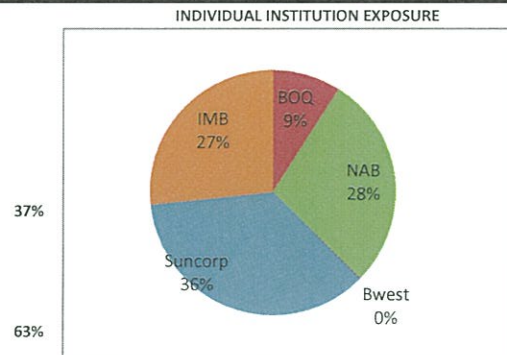
It is anticipated that this facility will not be required in the 2019/20 Financial Period.

Town of Bassendean  
Monthly Investment Report  
For the Period Ended 29 February 2020

Note 5 : CASH INVESTMENTS

Deposit Ref	Deposit Date	Maturity Date	S & P Rating	Institution	Term (Days)	Rate of Interest	Amount Invested (Days)				Total	Expected Interest
							Up to 30	30-60	60-90	90-120+		
<b>Municipal</b>												
51412	23/01/2020	17/03/2020	A2	IMB	54	1.30%	-	1,000,000.00	-	-	1,000,000.00	1,923.29
51588	3/03/2020	3/04/2020	A2	IMB	31	0.85%	-	1,500,000.00	-	-	1,500,000.00	1,082.88
51531	18/02/2020	31/03/2020	A2	IMB	42	1.35%	-	1,500,000.00	-	-	1,500,000.00	2,330.14
Restricted - Bonds and Deposits:												
176945	29/10/2019	30/04/2020	A2	BOQ	184	1.60%	-	-	-	400,000.00	400,000.00	3,226.30
4199210	24/02/2020	25/05/2020	A1	Suncorp	91	1.40%	-	-	-	1,500,000.00	1,500,000.00	5,235.62
							-	4,000,000.00	-	1,900,000.00	5,900,000.00	13,798.22
<b>Reserve</b>												
176938	29/10/2019	30/04/2020	A2	BOQ	184	1.60%	-	-	-	780,079.24	780,079.24	6,291.93
4198587	25/11/2019	25/05/2020	A1	Suncorp	182	1.55%	-	-	-	3,235,185.04	3,235,185.04	25,003.99
42-158-0541	13/01/2020	14/04/2020	A1	NAB	92	1.60%	-	-	-	977,635.13	977,635.13	3,942.67
76-133-4101	20/01/2020	19/05/2020	A1	NAB	120	1.60%	-	-	-	2,006,860.28	2,006,860.28	10,556.63
							-	-	-	6,999,759.69	6,999,759.69	45,795.23
<b>Trust</b>												
089-062126-4	27/02/2020	27/04/2020	A1	Bankwest	60	1.00%	-	-	8,450.75	-	8,450.75	13.89
94-401-6261	20/01/2020	19/05/2020	A1	NAB	120	1.60%	-	-	-	736,097.77	736,097.77	3,872.07
							-	-	8,450.75	736,097.77	744,548.52	3,885.96
<b>Total</b>							-	4,000,000.00	8,450.75	9,635,857.46	13,644,308.21	63,479.40

ENVIRONMENTAL COMMITMENT	
Depositing Institution	Value Invested
<b>Fossil Fuel Lending ADI</b>	
BOQ	1,180,079.24
NAB	\$3,720,593.18
Bankwest	\$8,450.75
	<b>4,909,123.17</b>
<b>Non Fossil Fuel Lending ADI</b>	
IMB	3,500,000.00
Suncorp	4,735,185.04
	<b>8,235,185.04</b>
<b>Total Funds</b>	<b>\$13,144,308.21</b>

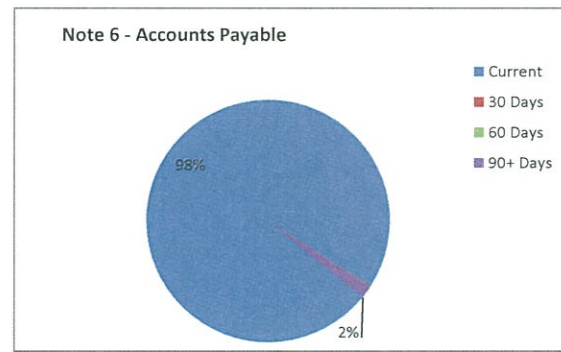
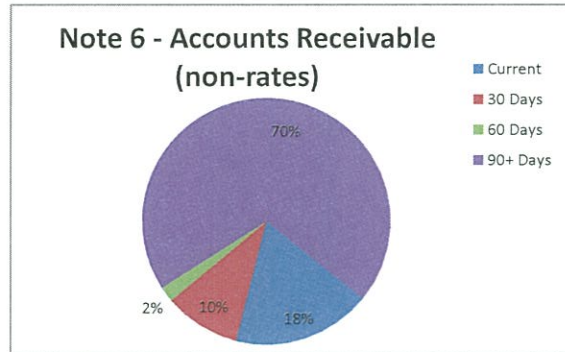


TOWN OF BASSENDEAN  
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
 For the Period Ended 29 February 2020

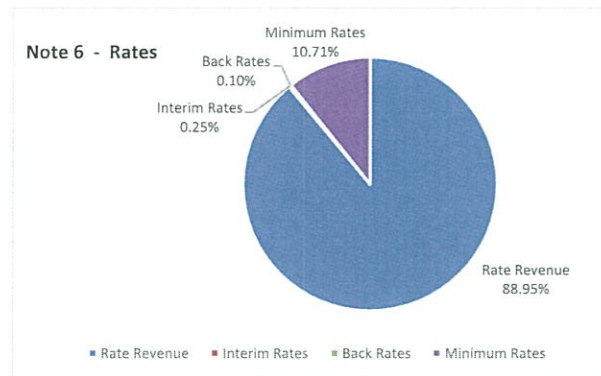
**Note 6: Receivables and Payables**

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	12,230	6,737	1,375	47,309	67,651
<b>Balance per Trial Balance</b>					
Sundry Debtors					67,650
<b>Total Receivables General Outstanding</b>					<b>67,650</b>

Payables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Payables - General	840,496	811	0	13,748	855,056
<b>Balance per Trial Balance</b>					
Sundry Creditors					855,056
<b>Total Payables General Outstanding</b>					<b>855,056</b>



**Comments/Notes - Receivables General**  
 The above amounts included GST where applicable.





TOWN OF BASSENDEAN  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 29 February 2020

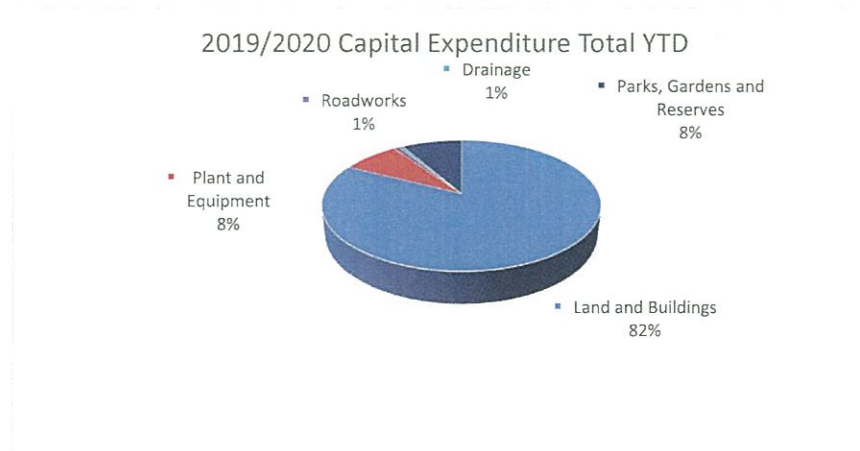
Note 7: Cash Backed Reserves

Name	Opening Balance	Budget Transfers In (+) Including Interest	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance 01/07/2019	Actual Transfers Including Interest (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$		\$	\$	\$
Plant And Equipment Reserve	396,298	7,926	(50,000)	354,224	396,298	3,580	-	399,879
Community Facilities Reserve	53,617	1,072	-	54,689	53,616	484	-	54,100
Land And Buildings Infrastructure Reserve	1,887,948	681,841	(1,263,500)	1,306,289	1,887,948	17,056	-	1,905,004
Waste Management Reserve	1,085,370	21,707	(617,578)	489,499	1,085,370	9,805	-	1,095,176
Wind In The Willows Child Care Reserve	48,206	964	(35,000)	14,170	48,206	436	-	48,642
Aged Persons Reserve	507,423	10,148	-	517,571	550,966	4,978	-	555,943
Youth Development Reserve	29,229	50,585	-	79,814	29,227	264	-	29,491
Underground Power Reserve	84,354	1,687	-	86,041	84,354	762	-	85,116
Employee Entitlements Reserve	743,532	14,871	(345,923)	412,480	743,532	5,659	-	749,190
Drainage Infrastructure Reserve	144,737	2,895	(63,541)	84,091	144,737	1,308	-	146,045
Hacc Asset Replacement Reserve	133,214	2,664	(5,000)	130,878	122,784	1,109	-	123,893
Unspent Grants Reserve	1,597,552	50,000	(1,115,000)	532,552	1,628,013	-	-	1,628,013
Street Tree Reserve	176,163	103,523	(176,163)	103,523	160,660	1,507	-	162,167
Bus Shelter Reserve	21,300	426	-	21,726	21,300	137	-	21,437
Information Technology Reserve	-	200,000	-	200,000	-	-	-	-
Future Projects Reserve	-	1,000,000	-	1,000,000	-	-	-	-
	6,908,943	2,150,310	(3,671,705)	5,387,548	6,957,012	47,084	-	7,004,097

Town of Bassendean  
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
 For the Period Ended 29 February 2020

Note 8: Capital Works Program

Assets	Budget			YTD Actual			YTD Variance	
	Annual Budget	Revised Budget	YTD Budget	New/ Upgrade	Renewal	2019/2020 Capital Expenditure Total YTD	Purchase Order Value	Budget to Actual
Land and Buildings	\$ 1,748,710	\$ 1,748,710	\$ 450,029	\$ 361,832	\$ 46,413	\$ 408,246	\$ 63,987	\$ (41,783)
Plant and Equipment	\$ 53,500	\$ 53,500	\$ 33,500	\$ -	\$ 15,255	\$ 15,255	\$ 22,720	\$ (18,245)
Furniture and Equipment	\$ 629,578	\$ 629,578	\$ -	\$ 265	\$ -	\$ 265	\$ 3,354	\$ 265
Roadworks	\$ 2,254,002	\$ 2,254,002	\$ 96,905	\$ -	\$ 28,990	\$ 28,990	\$ 270,037	\$ (67,915)
Drainage	\$ 63,541	\$ 63,541	\$ 63,541	\$ 9,861	\$ -	\$ 9,861	\$ 57,889	\$ (53,680)
Footpaths	\$ 50,000	\$ 50,000	\$ 10,000	\$ -	\$ 2,938	\$ 2,938	\$ 7,129	\$ (7,062)
Parks, Gardens and Reserves	\$ 1,305,620	\$ 1,305,620	\$ 121,365	\$ 31,560	\$ 11,077	\$ 42,637	\$ 44,733	\$ (78,728)
	<b>\$ 6,104,951</b>	<b>\$ 6,104,951</b>	<b>\$ 775,340</b>	<b>\$ 403,519</b>	<b>\$ 104,674</b>	<b>\$ 508,193</b>	<b>\$ 469,848</b>	<b>\$ (267,148)</b>



TOWN OF BASSENDEAN  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 29 February 2020

**Note 9: Budget Amendments**

GL Account Code	Description	Current Budget	Amended Budget	Budget Movement	Reason
No Budget Amendments this Reporting Period					

**TOWN OF BASSENDEAN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 29 February 2020

**Note 10: Disposal of Assets**

Asset Class	Budget				YTD Actual			
	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
Plant & Equipment	14,819	6,500	1,500	(9,819)	-	-	-	-
Land	650,000	650,000	-	-	-	-	-	-
	<b>664,819</b>	<b>656,500</b>	<b>1,500</b>	<b>(9,819)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Program</b>								
Community Amenities	650,000	650,000	-	-	-	-	-	-
Other Property & Services	14,819	6,500	1,500	(9,819)	-	-	-	-
	<b>664,819</b>	<b>656,500</b>	<b>1,500</b>	<b>(9,819)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**TOWN OF BASSENDEAN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 29 February 2020**

**Note 11: Trust, Bonds and Deposits**

Trust Funds held at balance date over which the Town has no control and which are not included in this statement are as follows:

Description	Opening Balance 1/07/2019	Amount Received	Amount Paid	Closing Balance 29/02/2020
	\$	\$	\$	\$
Public Open Space	728,410	7,688	-	736,098
<b>Total Uncontrolled Trust Funds</b>	<b>728,410</b>	<b>7,688</b>	<b>-</b>	<b>736,098</b>

Bonds and Deposits held at balance date over which the Town has control are as follows:

Description	Opening Balance 1/07/2019	Amount Received	Amount Paid	Closing Balance 29/02/2020
Hyde Retirement Village Retention Bonds	256,550	1,250	(250)	257,550
<u>Other Bonds and Deposits</u>				
Sundry	323,572	12,606	(4,420)	331,758
Securities	933,053	313,752	(156,800)	1,090,004
Hall Hire Bonds	32,311	23,500	(23,900)	31,911
Crossover Deposits	108,675	-	-	108,675
Landscaping Bonds	685,264	58,003	(153,571)	589,697
Stormwater Deposits	26,456	3,000	(1,860)	27,596
Lyneham Hostel Residents Trust-T614	1,050	-	-	1,050
Iveson Hostel Residents Trust-T614	18	-	-	18
<b>Total Other Bonds and Deposits</b>	<b>2,110,398</b>	<b>410,861</b>	<b>(340,551)</b>	<b>2,180,708</b>
<b>Total Controlled Trust Funds</b>	<b>2,366,948</b>	<b>412,111</b>	<b>(340,801)</b>	<b>2,438,258</b>