

# ATTACHMENTS

## BRIEFINGS SESSION AGENDA

### 21 AUGUST 2018

#### Attachment No. 1:

Assessment documentation – Red Post Box

#### Attachment No. 2:

Line marking drawing for the Anzac Terrace cul-de-sac.

#### Attachment No. 3:

- Arboricultural Assessment Report
- Tree Investigation Report

#### Attachment No. 4:

- Draft Town of Bassendean submission
- 'Green Paper' Summary
- Draft WALGA Response Template

#### Attachment No. 5:

Letter of request from the Bassendean for Free Group.

#### Attachment No. 6:

- Meeting Notes with Department of Biodiversity, Conservation and Attractions.
- Email exchange with Department of Lands.
- Contract of Sale for Chapman and Lord Street properties.

#### Attachment No. 7:

- Densford Civil quotes Option 1 (dated 16/08/18)
- Densford Civil quotes Options 2 and 3 (dated 13/08/18)
- ComPlumb plumbing quote
- Men's Shed Proposed Design rev1
- Men's Shed Proposed Design rev2
- Bassendean Men's Shed draft Business Plan

#### Attachment No. 8:

Draft Term of Reference Local Studies Working Group

#### Attachment No. 9:

Policy 6.12 - Festive Season Office (Administration) Closure

#### Attachment No. 10:

- Minutes of the Audit & Governance Committee held on 8 August 2018.
- 6.14 - Purchasing Policy.

# **ATTACHMENT NO. 1**



HERITAGE  
COUNCIL  
OF WESTERN AUSTRALIA

## REGISTER OF HERITAGE PLACES ASSESSMENT DOCUMENTATION

### 11. ASSESSMENT OF CULTURAL HERITAGE SIGNIFICANCE

The criteria adopted by the Heritage Council in November 1996 have been used to determine the cultural heritage significance of the place.

#### PRINCIPAL AUSTRALIAN HISTORIC THEME(S)

- 3.7.1 Establishing postal services

#### HERITAGE COUNCIL OF WESTERN AUSTRALIA THEME(S)

- 206 Mail services
- 404 Community services and utilities

#### 11.1 AESTHETIC VALUE\*

*Red Post Boxes Group* is an example of decorative but functional cast iron work in public infrastructure. (Criterion 1.1)

#### 11.2 HISTORIC VALUE

*Red Post Boxes Group* is indicative of the introduction of pre-payment of postage to Western Australia from 1854. (Criterion 2.1)

*Red Post Boxes Group* is indicative of the development of Western Australia's postal system, and its wide ranging network across the vast State. (Criterion 2.1)

*Red Post Boxes Group* demonstrates the once common practice of manufacturing post boxes in cast iron and is representative of the work of iron foundries that were once numerous across the State. (Criterion 2.4)

#### 11.3 SCIENTIFIC VALUE

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#### 11.4 SOCIAL VALUE

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\* For consistency, all references to architectural style are taken from Apperly, R., Irving, R., Reynolds, P. *A Pictorial Guide to Identifying Australian Architecture. Styles and Terms from 1788 to the Present*, Angus and Robertson, North Ryde, 1989.

For consistency, all references to garden and landscape types and styles are taken from Ramsay, J. *Parks, Gardens and Special Trees: A Classification and Assessment Method for the Register of the National Estate*, Australian Government Publishing Service, Canberra, 1991, with additional reference to Richards, O. *Theoretical Framework for Designed Landscapes in WA*, unpublished report, 1997.

*Red Post Boxes Group* is valued by the local communities for providing postal services. (Criterion 4.1)

*Red Post Boxes Group* has social value as a reminder of the longevity of the postal service and of past times when it was central to communication in the State. (Criterion 4.1)

## **12. DEGREE OF SIGNIFICANCE**

### **12. 1. RARITY**

Brussels-style Post Box, Busselton is very rare as the only 'Brussels-style' post box extant in Western Australia. (Criterion 5.1)

*Red Post Boxes Group* is rare as a collection of in-service cast iron post boxes. The majority of post boxes of this age and type are no longer used for postal services and/or are now located within heritage precincts or museum. (Criterion 5.1)

*Red Post Boxes Group* is rare as demonstrating the once common practice of manufacturing post boxes in cast iron. (Criterion 5.2)

### **12. 2 REPRESENTATIVENESS**

*Red Post Boxes Group* is representative of Western Australia's postal network. (Criterion 6.2)

### **12. 3 CONDITION**

*Red Post Boxes Group* appears to be in good condition.

### **12. 4 INTEGRITY**

*Red Post Boxes Group* has high integrity as the post boxes continue to be used for their original purpose.

### **12. 5 AUTHENTICITY**

*Red Post Boxes Group* has high authenticity as the post boxes appear to be in their original state, with minimal alteration.

### 13. SUPPORTING EVIDENCE

The documentation for this place is based on the heritage assessment completed by the State Heritage Office in February 2017, with amendments and/or additions by the State Heritage Office and the Register Committee.

#### 13.1 DOCUMENTARY EVIDENCE

*Red Post Boxes Group* is a collection of four in-service decorative red cast iron pillar post boxes, comprising three hexagonal Penfolds style boxes and one Brussels style box, erected between 1876-1897, located at various sites across in Western Australia.

Within six months of the establishment of the Swan River Colony, a rudimentary postal system had been established, with the Harbour Master at Fremantle being appointed postmaster of the colony.<sup>2</sup> Predominately occupied with the management of mail incoming and outgoing by sea, letters could only be paid for at his office.<sup>3</sup>

As the population grew, post offices were established across the State, initially housed in the local postmaster's residential or business premises, and later in purpose-built post office buildings. Mail was carried by contract, on horseback or spring cart, or by native mail-carriers.<sup>4</sup> Mail routes were long, covering great distances to reach the scattered population, and expensive to maintain.<sup>5</sup> The high charge of postage resulted in colonists preferring to send mail via private agency rather than use the colonial postal service.<sup>6</sup>

In 1854, adhesive postage stamps were introduced to Western Australia, regulating the price and making prepayment of postage compulsory.<sup>7</sup> Prepaid postage facilitated the introduction and operation of post boxes - letter receivers located away from a post office or shop.<sup>8</sup>

First introduced in Great Britain in 1851/52 (in the Channel Islands)<sup>9</sup> and Australia in 1855/56 (at Circular Quay in Sydney),<sup>10</sup> Western Australia's first post boxes are thought to have been erected in Fremantle in 1868.<sup>11</sup>

These cast iron pillar post boxes were manufactured to a similar, but less decorative, design found in Great Britain at that time - the red hexagonal 'Penfold' design which was standard issue in Britain from 1866 to 1879.<sup>12</sup>

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2 'The Post Office in Western Australia During the First Fifty Years', by Captain Owen, in *Early Days being the Journal and Proceedings of the Western Australian Historical Society*, Vol V - Part 1 (1955), p. 66.

3 Owen, George E., *The Postal History of Western Australia 1829-1901* (Melbourne: 1959), p. 2.

4 Ibid., p. 4., and 'The Post Office in Western Australia During the First Fifty Years', by Captain Owen, in *Early Days*, Vol V - Part 1 (1955), p. 64.

5 Owen, George E., *The Postal History of Western Australia 1829-1901* (1959), p. 2.

6 Ibid., p. 5.

7 Ibid.

8 Farrugia, Jean Young, *The Letter Box: A History of Post Office Pillar and Wall Boxes* (Sussex, UK: 1969), p. 191.

9 Ibid., p. 25.

10 Ibid., p. 209.

11 'The Half-way Tree: A Memorial Pillar Box', *The West Australian*, 15 October 1936, p. 14. 'Pillar-Box', *The West Australian*, 19 November 1949, p. 24.

12 Farrugia, *The Letter Box* (1969), p. 50.

It is not known who manufactured these early boxes as there is no foundry mark on the surviving examples, however it is thought that they were made in Western Australia rather than being imported from Britain or the Eastern States.<sup>13</sup> Two 1868 pillar boxes survive in Western Australia, one on Stirling Highway in Claremont and one at Perth Zoo, however neither are in operation and neither are in their original location, and they are not included in this group.

It is presumed that post boxes were erected on an ad hoc basis, as no documentation has been found to support them being erected as part of an organised scheme. It appears that the post boxes were placed where demand dictated, in locations where the nearby population was not large enough to warrant a post office but which nevertheless generated enough post to warrant a box.

Although abandoned in Great Britain in 1879 following complaints that letters were becoming trapped in the hexagonal design, the 'Penfold' design appears to have been standard issue in Western Australia until the Commonwealth took control of the postal system following Federation in 1901.<sup>14</sup> Three of the four post boxes included as part of *Red Post Boxes Group* are of 'Penfold' design -

- VR 1876 Post Box, Bassendean
- VR 1894 Post Box, Kalgoorlie Railway Station
- VR 1897 Post Box, Kalgoorlie Hotel

From 1891, all of Western Australia's pillar post boxes were manufactured by the J & E Ledger Foundry in Perth.<sup>15</sup> Both Kalgoorlie boxes were cast by the Ledger Foundry, however as the Bassendean box predates 1891, the manufacturer is unknown.

Each of the three 'Penfold' boxes display the royal cipher VR, for Victoria Regina (Latin for Queen Victoria), and the date of their manufacture.

The fourth box in the group - Brussels-style Post Box, Busselton – is a 'Brussels-style' design cast in c.1891.<sup>16</sup> Much more ornate than the 'Penfold', the circular structure has an ornamental capital and base, and was considered superior 'in appearance and arrangement'.<sup>17</sup> This box was made in New South Wales by W Taylor, Paragon Foundry.<sup>18</sup> Unlike the three 'Penfold' boxes, it does not display the royal cipher or date of manufacture. It is not known whether the post box was first erected in Busselton in c.1891, the year that it was cast, or whether it was erected at a later date (possibly having been in operation in New South Wales for a period).

From 1901, coinciding with Federation and the death of Queen Victoria, the design of Western Australia's pillar post boxes changed. Unlike the earlier

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13 Hobson, Sue, *Cast Iron Pillar Boxes of Western Australia: An Early History of the J & E Ledger Foundry* (2015), p. 14.

14 Farrugia, *The Letter Box* (1969), p. 51. Hobson, *Cast Iron Pillar Boxes of Western Australia* (2015), pp. 41-44.

15 Hobson, *Cast Iron Pillar Boxes of Western Australia* (2015), pp. 11, 17.

16 *Ibid.*, p. 41.

William Taylor's Paragon Foundry operated in Sydney, NSW from the 1880s until at least 1914. Briggs, Adel. *Cast In Iron: New South Wales Letter Receivers* (2013) pp 204, 205.

17 Farrugia, *The Letter Box* (1969), p. 206.

18 Briggs, *Cast In Iron* (2013), p.45.

'Penfold' styled boxes, the new post boxes were not similar to other designs used in Britain. The overall shape of the new cylindrical box shared similarities with the 'Brussels-style' design, however it was much more restrained in decoration, having just the Royal Cipher and Swan emblem cast into its front. Between 1901 and 1909 the royal cipher ER for Edward Rex (King Edward VII) was used, followed by GR for George Rex (King George V) from 1910.<sup>19</sup> No ER or GR boxes are included as part of *Red Post Boxes Group*. None of the boxes from this period continue to be operational post boxes.

To date, no cast iron pillar post boxes manufactured after 1912 have been identified in Western Australia. It is unclear whether cast iron pillar box manufacturing ceased altogether after 1912, or whether later boxes just haven't been identified. It is probable that the development of new, cheaper materials, improved technologies and quicker manufacturing options contributed to the move away from cast iron boxes.

There is a significant lack of information about Western Australia's post boxes from 1912 to 2017. It is not known how the shape and design changed over time, or what materials or manufacturing processes were used.<sup>20</sup>

It appears that cast iron post boxes were slowly taken out of postal circulation in the twentieth century and removed from their original locations. In New South Wales, cast iron post boxes were frequently moved from one location to another,<sup>21</sup> however they were decommissioned more significantly in the 1970s, due to the inconvenience of the low hanging access door, which caused the mail man to bend or kneel to clear them.<sup>22</sup>

In 2017, over 50 cast iron post boxes have been identified in Western Australia. All but the four included as part of *Red Post Boxes Group* are no longer in operation and have been relocated away from their original site.

All four post boxes included as part of *Red Post Boxes Group* appear to be in good condition, and are still used by Australia Post today (2017).

### 13.2 PHYSICAL EVIDENCE

*Red Post Boxes Group*, a collection of three hexagonal Penfolds style boxes and one Brussels style cast iron pillar post boxes, which comprises:

- VR 1876 Post Box, Bassendean
- VR 1894 Post Box, Kalgoorlie Railway Station
- VR 1897 Post Box, Kalgoorlie Hotel
- Brussels-style Post Box, Busselton

*'Penfold' Post Boxes:*

*VR 1876 Post Box, Bassendean*

*VR 1894 Post Box, Kalgoorlie Railway Station*

*VR 1897 Post Box, Kalgoorlie Hotel*

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<sup>19</sup> Hobson, *Cast Iron Pillar Boxes of Western Australia* (2015), pp. 27, 31.

<sup>20</sup> Emma Stevenson, Australia Post, conversation with Sian Ferraz, State Heritage Office, 18 January 2017.

<sup>21</sup> Briggs, *Cast In Iron* (2013), pp 78, 79, 80, 87.

<sup>22</sup> *Ibid.*, p.39.

Three of the four boxes in this group were manufactured as a less decorative version of the British 'Penfold' design, which had been standard issue in Britain from 1866 to 1879, and appears to have been standard issue in Western Australia until the Commonwealth took control of the postal system following Federation in 1901.<sup>23</sup>

These hexagonal post boxes are approximately 120cm (4ft) in height with a horizontal posting slot beneath a domed and cantilevered, projecting cap. Above the posting slot, the royal cipher - VR, for Victoria Regina (Latin for Queen Victoria) - and date of manufacture is cast. Below the posting slot, a locked rectangular door allows access to the interior.

The Kalgoorlie Hotel box is topped with a decorative finial, whereas the Bassendean and Kalgoorlie Railway Station boxes are not. It is unclear whether the earlier boxes were manufactured without finials or whether they were removed at some point. The Kalgoorlie Hotel box is also mounted onto a plinth, whereas the Bassendean and Kalgoorlie Railway Station boxes are not.

#### *Brussels-style Post Box, Busselton*

The Busselton post box is a 'Brussels-style' design, a circular structure with an onion shaped ornamental cap and decorative base. The posting slot sits beneath the projecting ornamental cap. A rectangular access door sits above the decorative base. Between the posting slot and the access door, the raised lettering 'POST BOX' wraps around the structure.

Unlike the three 'Penfold' boxes, it does not display the royal cipher or date of manufacture.

Cast in New South Wales, it is not known whether this post box was first erected in Busselton in c.1891 (the year that it was cast) or whether it was erected at a later date (after having been in operation in New South Wales for a period).

All four post boxes appear to be in good condition, and are still used by Australia Post today (2017).

### 13.3 COMPARATIVE INFORMATION

Post recieval boxes located away from postal establishments were only possible after the invention and adoption of adhesive postage stamps, which enabled the pre-payment of postage.<sup>24</sup> This occurred in Britain in 1840, and reached Australia by 1850 and Western Australia by 1854.<sup>25</sup>

The design of Australia's first post boxes, in Sydney, were based on the 'Brussels-style' boxes found in Brussels and Paris, however, Western Australia opted for a more conservation design, adopting a restrained version of the British 'Penfold' design.

A 2015 study of cast iron post boxes in Western Australia identified 52 cast iron of post boxes still extant across the State, of varying design, manufactured between 1868 and 1912.<sup>26</sup> Thirty seven are of 'Penfold' design, fourteen are post-1901 cylindrical, and one is 'Brussels-style'.

<sup>23</sup> Farrugia, *The Letter Box* (1969), pp. 50, 51

<sup>24</sup> *Ibid.*, p. 191.

<sup>25</sup> *Ibid.*, pp. 191, 209., and Owen, *The Postal History of Western Australia 1829-1901* (1959), p. 9.

<sup>26</sup> Hobson, *Cast Iron Pillar Boxes of Western Australia* (2015).

The vast majority (48 of 52) are no longer used for postal services and are now located within heritage precincts or museums.<sup>27</sup> The remaining four in-service cast iron pillar post boxes are included as part of *Red Post Boxes Group*.

No cast iron post boxes manufactured after 1912 have been identified, and no wider history of post boxes in Australia has been found as part of this assessment. As there is a significant lack in information about the history and development of Western Australia's post boxes from 1912 to 2017, it is difficult to determine the comparative significance of *Red Post Boxes Group* to other post boxes of other periods.

The above analysis suggests that the four post boxes included as *Red Post Boxes Group* are rare as cast iron post boxes still in operation. The post box in Busselton is particularly rare, as the only 'Brussels-style' post box identified in the State.

#### 13.4 KEY REFERENCES

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#### 13.5 FURTHER RESEARCH

Further research into the history and development of post boxes in Western Australia is required.

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<sup>27</sup> Hobson, *Cast Iron Pillar Boxes of Western Australia* (2015), pp. 41-46.  
Register of Heritage Places  
Red Post Boxes Group  
20 July 2018

# **ATTACHMENT NO. 2**



# **ATTACHMENT NO. 3**

20<sup>th</sup> February 2018

Steve Morrissey  
Parks & Gardens Supervisor  
Town of Bassendean  
PO Box 87  
BASSENDEAN WA 6934



Dear Steve,

***ARBORICULTURAL ASSESSMENT AT 146 WEST ROAD BASSENDEAN***

Please find enclosed the results of the arboricultural assessment undertaken recently for the tree at 146 West Road, Bassendean.

Where recommendations for remedial arboricultural work have been made, it is imperative that it is undertaken as outlined in the Australian Standard 4373-2007: Pruning of Amenity Trees. It is also strongly advised that any remedial pruning works be undertaken by, or supervised by, a qualified arborist (AQF Level 3 in Arboriculture).

If you have any questions regarding the assessment or if I can be of service to you again in the future, please feel free to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'BB', with a horizontal line extending to the right.

Brad Bowden  
Principal  
Bowden Tree Consultancy®

B.Sc. Sustainable Forestry  
Dip. Arboriculture & Parks Management  
ISA Certified Arborist – Municipal Specialist AU-0020AM & Tree Risk Assessment Qualified (TRAQ)

## **1.0 Introduction**

### **1.1 Scope of Report**

1.2 The purpose of this report is to summarise the results of the arboricultural assessment and provide recommendations for the mature flooded gum tree (*Eucalyptus rudis*) located on the municipal verge adjacent to the residential property at 146 West Road, Bassendean. The site visit and visual tree assessment was undertaken from ground level on the 9<sup>th</sup> February 2018 at 1330hrs and was accurate at the time of inspection. No soil excavation, below ground inspection, laboratory analysis or detailed assessment of tree structure was undertaken unless specified. Viewing conditions were fine. Concern has been raised by the Town of Bassendean regarding the remedial options for the future management of the tree following the recent decline in tree health condition and subsequent identification of drill holes at the trunk basal area.

### **1.3 Executive Summary**

1.4 The local-native tree identified within this report provides a range of benefits to the ecosystem, to human beings for environmental and health reasons, and to the climate. Assessment has revealed necrosis for a significant proportion of the tree crown however the tree health condition was not assessed as moribund, and an improvement in tree health condition is possible. The rapid decline in health condition for mature healthy trees is generally attributable to two main causal agents – aggressive soil borne fungal pathogens such as the Australian honey fungus or the application of herbicide.

1.5 With no fungal mycelium or sporophores observed at the trunk basal area, and several drill holes into the trunk basal area identified, the intentional application of herbicide to give rise to tree decline/ mortality is deduced as the causal agent for the necrosis of the crown. With live foliage revealed within the crown however, consideration could be given to monitoring of the tree over the next three months to observe any improvements in the tree health and the subsequent growth of new foliage.

## 2.0 Site Observations

### 2.1 Tree Location

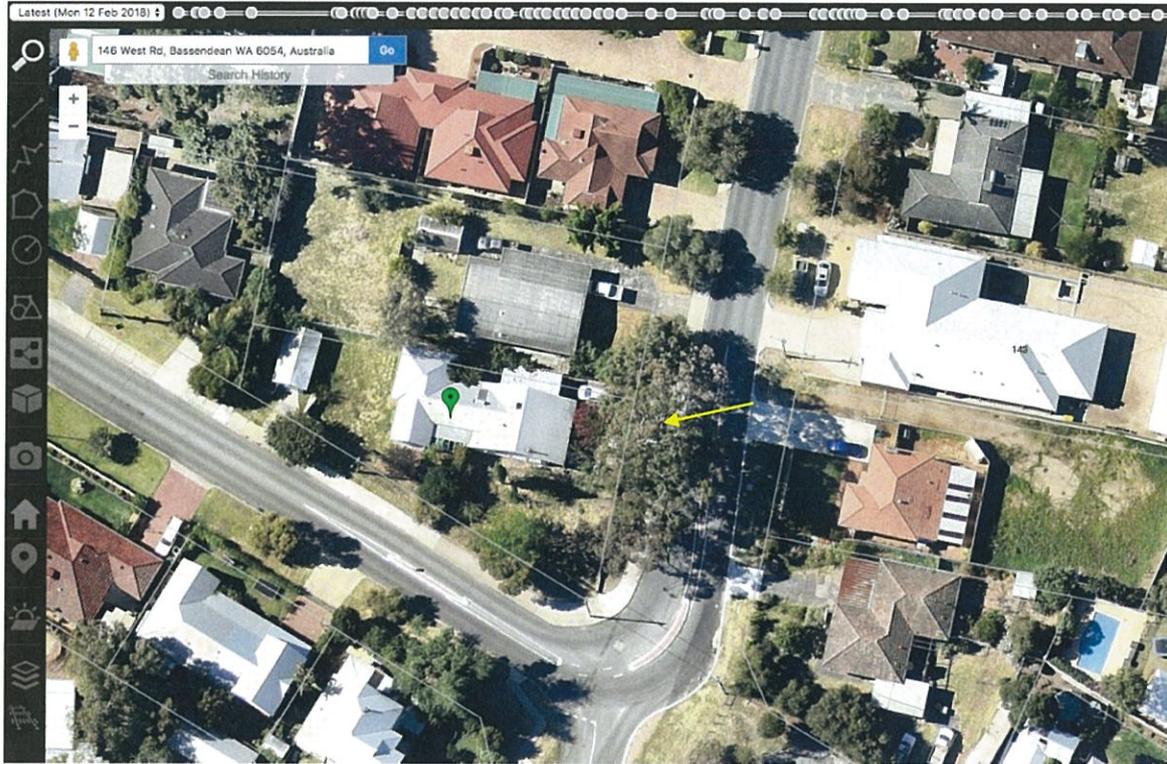


Figure 1. Aerial photo of site and location of the assessed tree (see arrow).



Figure 2. Assessed tree (see arrow); looking towards the southwest.

|                               |  |
|-------------------------------|--|
| <b>2.2 Assessed Tree:</b>     | <b>Botanical Name:</b> <i>Eucalyptus rudis</i> |
| <b>Common Name:</b>           | flooded gum                                    |
| <b>Location:</b>              | 0.8m from the footpath to the east             |
| <b>Height:</b>                | 10.8m  |
| <b>DBH:</b>                   | 81cm   |
| <b>Structure:</b>             | Fair   |
| <b>Health:</b>                | Average  |
| <b>Crown Spread (NS/ EW):</b> | 11/ 13m (approx.)                              |
| <b>Comments:</b>              |  |

- Inspection of the root collar area and trunk basal area identified two 15mm drill holes on the east side of the tree, indicative of intentional damage and the provision of an entry point for the probable application of herbicide (a third drill hole was also identified at the basal area of the adjacent karri tree (*E. diversicolor*) to the south)
- No pathogenic fungal sporophores or recent excavation and subsequent root severance within the structural root zone of the tree was observed that has the potential to cause a rapid decline in tree vitality
- No collision injury, no missing bark or damaged vascular tissue, or exudate indicating fungal/ bacterial infection that has the potential to disrupt sapflow was visible on the trunk section
- A number of live foliage sections were evident amongst the flagging (sporadic dead branches throughout the crown) with the crown necrosis identified predominantly on the east side of the tree (side of tree with drill holes)
- Naturally occurring (seasoned) dead branches to 50mm in diameter were evident predominantly within the internal part and which are typical for the species and age-class of tree
- No significant foliar insect infestation and/ or disease infection symptoms were visible on live foliage within the lower crown

## 2.3 Tree Valuation

2.4 Tree appraisal using the "*The (Revised) Burnley Method of Amenity Tree Evaluation*" (Moore, 2006) was undertaken to provide an amenity value for the tree based on the expected tree condition prior to the intentional damage. The formula has been developed for Australian trees and is as follows:

Appraised value = base value × tree volume × life expectancy × form and vigour × location  
\$79 × 403m<sup>3</sup> × 1 × 0.55 × 0.8

Amenity tree value: \$14,008



**Figure 3.** Inspection of the root collar area and trunk basal area identified two 15mm drill holes (see arrows) on the east side of the tree, indicative of intentional damage and the provision of an entry point for the probable application of herbicide; looking towards the northwest.



**Figure 4.** A drill hole was also identified at the basal area of the adjacent karri tree (*E. diversicolor*) to the south of the flooded gum tree; looking towards the west.



**Figure 5.** Necrosis of the crown was identified predominantly on the east side of the tree over the road (on the side of the tree with the two drill holes) however live/ green foliage was also still visible, indicating the possibility of recovery; looking towards the south.



**Figure 6.** A number of live foliage sections were evident throughout the crown of the tree with a significant section observed on the northwest side (see dashed line).

## 3.0 Discussion and Recommendations

### 3.1 Discussion

**3.2 Tree benefits:** Mature urban trees confer many benefits including shade and cooler air temperatures, screening (privacy) and noise reduction, built form aesthetic amelioration, energy conservation, mitigation of the urban heat island effect, air quality improvement and oxygen production, carbon uptake/ storage and greenhouse gas reduction, minimisation of storm water run-off and improvement of water quality, fauna habitat and food source. In general, they enhance our built and natural environments with larger trees providing more benefits.

**3.3 Tree risk:** Tree failure is an infrequent occurrence and serious damage, injury or death from tree failure is rare (Lilly *et al*, 2011). Research finds that for Britain, with a population of 60 million people, the risk of any tree causing a fatality is exceedingly small (Ball & Ball-King, 2011). It is impossible to maintain trees completely free of risk and some level of risk must be accepted to experience the benefits that trees provide. The use of 'safe' or 'unsafe' when assessing trees is both imprecise and ambiguous, as a tree cannot be free from defects or potential hazards - such a state is simply unattainable. It is essential to maintain a balance between the benefits and costs of risk reduction, not only financial cost but also the loss of amenity and other tree related benefits.

### 3.4 Recommendations

**3.5** Monitor tree health condition over the next three months for signs of new foliage growth indicative of tree recovery. The pruning of live branches should be postponed for the short term as the removal of large (live) branches and the subsequent creation of pruning wounds has the potential to deplete stored carbohydrates and set back tree recovery.

## 4.0 Appendix I

### 4.1 Arboricultural Terminology

- 4.2 Crown – the leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree, whilst crown lifting involves pruning of the lower branches to improve clearance for buildings, pedestrians, vehicles etc.
- 4.3 DBH - diameter of the main trunk, measured at breast height approximately 1.4m above ground level for urban trees.
- 4.4 Deadwooding – the removal of dead, diseased, or damaged branch wood from the crown of the tree.
- 4.5 Dripline – the width of the crown of the tree measured by the lateral extent of the foliage, with the crown spread measurement indicating the widest part.
- 4.6 Fall zone – is the area in which the tree or tree part is likely to fall when it fails, often calculated as 1.5 times the tree height where brittle dead branches etc. may break up and scatter debris.
- 4.7 First order structural branch – the large branches arising from the trunk that form the main structure of the crown.
- 4.8 Reduction prune – pruning to reduce the extension of a branch, back to a lateral branch that is at least one-third the diameter of the branch being removed.
- 4.9 Root collar – area at the base of the tree where the roots and trunk merge.
- 4.10 Second order branch – a branch arising from a first order structural branch.
- 4.11 Targets – an object, person or structure that would be damaged or injured in the event of tree or branch failure is referred to as the target or target area. The hazard evaluation of the target area is relative to the expected use and occupancy of that area.
- 4.12 Topping and Lopping – deleterious tree height and branch reduction work often at indiscriminate points and generally resulting in weakly-attached regrowth branches prone to failure as subsequent growth occurs.
- 4.13 Tree Protection Zone (TPZ) – the zone of the root plate most likely to contain roots that are critical for anchorage and stability, as well as the absorbing roots responsible for the uptake of water and nutrients; calculated as trunk diameter (DBH) x 12.
- 4.14 V-shaped union – ingrown bark from adjacent parts of the tree that are in contact with each other; usually branch forks, acutely-angled branch attachments or basal stems – often a high failure potential.

#### **4.15 Tree Structure and Health**

4.16 The structural condition ('Structure') for each tree or group of trees has been assessed using the following qualitative criteria:

- Good – generally free of structural defects
- Fair – defects evident that may be typical for the species and age class, and which could be corrected through remedial pruning works
- Poor – significant defects that are not likely to be corrected through remedial pruning or arboricultural works
- TBA – to be assessed, requiring further investigation to evaluate tree structural condition

4.17 The vitality ('Health') for each tree or group of trees has been assessed using the following qualitative criteria:

- High – consistent crown density and foliage colour, good shoot extension and an insignificant number of naturally-occurring internal dead branches
- Average – crown condition that may be representative for the species and/or seasonal, possessing satisfactory shoot extension and/or minimal decline and dead branches
- Low – poor shoot extension, sparse crown density and not likely to be corrected through improvement of site resources and plant nutrition
- Moribund – final stages of a decline spiral

## **5.0 Appendix II**

### **5.1 Author Formal Qualifications**

- 5.2 Bachelor of Science (Sustainable Forestry) – 2012  
Edith Cowan University, Joondalup & Murdoch University, Murdoch, WA.
- 5.3 Diploma of Applied Science (Horticulture) – 2000  
Major studies Arboriculture and Parks/ Gardens management  
University of Melbourne, Burnley campus, VIC.
- 5.4 Certificate IV (TAE40110) in Training & Assessment – 2014  
Plenty Training, Robina, QLD.
- 5.5 Certificate of Horticultural Practice – 1994  
Challenger TAFE, Murdoch campus, WA.

### **5.6 Additional Certifications**

- 5.7 ISA Certified Arborist Municipal Specialist (AU-0020AM) - 2012  
International Society of Arboriculture  
[www.isa-arbor.com/certification/benefits/credentialsExplained.aspx](http://www.isa-arbor.com/certification/benefits/credentialsExplained.aspx)
- 5.8 ISA Tree Risk Assessment Qualification (TRAQ) - 2013  
International Society of Arboriculture  
<http://www.isa-arbor.com/certification/becomequalified/becomequalified.aspx>

### **5.9 Limitation of Liability**

- 5.10 Bowden Tree Consultancy are tree specialists who use their qualifications, education, knowledge, training, diagnostic tools, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of this assessment and report.
- 5.11 Bowden Tree Consultancy cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways that the arboriculture industry does not fully understand. Conditions are often hidden within trees and below ground. Unless otherwise stated, observations have been visually assessed from ground level. Bowden Tree Consultancy cannot guarantee that a tree will be healthy or a low risk of harm under all circumstances, or for a specified period of time. Likewise, remedial treatments cannot be guaranteed.
- 5.12 Treatment, pruning and removal of trees may involve considerations beyond the scope of Bowden Tree Consultancy's service, such as property boundaries and ownership, disputes between neighbours, sight lines, landlord-tenant matters and other related incidents. Bowden Tree Consultancy cannot take such issues into account unless complete and

accurate information is given prior or at the time of the site inspection. Likewise, Bowden Tree Consultancy cannot accept responsibility for the authorisation or non-authorisation of any recommended treatment or remedial measures undertaken.

- 5.13 In the event that Bowden Tree Consultancy recommends retesting or inspection of trees at stated intervals, or installs any cable/s, bracing systems and support systems, Bowden Tree Consultancy must inspect the system installed at intervals of not greater than 12 months, unless otherwise specified in written reports. It is the client's responsibility to make arrangements with Bowden Tree Consultancy to conduct the re-inspection.
- 5.14 Trees can be managed, but they cannot be controlled. To live or work near a tree involves a degree of risk. All written reports must be read in their entirety; at no time shall part of the written assessment be referred to unless taken in full context with the whole written report. If this written report is to be used in a court of law, or any other legal situation, Bowden Tree Consultancy must be advised in writing prior to the written assessment being presented in any form to any other party.

#### **5.15 Business Details**

- 5.16 Bowden Tree Consultancy®  
ABN: 51925884945  
Post Office Box 104 Darlington W.A. 6070  
M: 0438 936 679  
E: [info@bowdentree.com.au](mailto:info@bowdentree.com.au)  
W: [www.bowdentree.com.au](http://www.bowdentree.com.au)

#### **5.17 Literature Cited**

- 5.18 Ball, D.J. & Ball-King, L. (2011). *Public Safety and Risk Assessment*. Great Britain: Earthscan
- 5.19 Lilly, S., Matheny, N. & Smiley, E., (2011). *Best Management Practices - Tree Risk Assessment*, Champaign, IL: International Society of Arboriculture
- 5.20 Moore, G.M. (2006). *Revised Burnley Method of Urban Tree Valuation*. Sourced: <http://tinyurl.com/gnspd66>
- 5.21 Standards Australia, (2007). *AS4373-2007 Pruning of Amenity Trees*, Sydney: SAI Global

20<sup>th</sup> February 2018

Steve Morrissey  
Parks & Gardens Supervisor  
Town of Bassendean  
PO Box 87  
BASSENDEAN WA 6934



Dear Steve,

***ARBORICULTURAL ASSESSMENT AT 146 WEST ROAD BASSENDEAN***

Please find enclosed the results of the arboricultural assessment undertaken recently for the tree at 146 West Road, Bassendean.

Where recommendations for remedial arboricultural work have been made, it is imperative that it is undertaken as outlined in the Australian Standard 4373-2007: Pruning of Amenity Trees. It is also strongly advised that any remedial pruning works be undertaken by, or supervised by, a qualified arborist (AQF Level 3 in Arboriculture).

If you have any questions regarding the assessment or if I can be of service to you again in the future, please feel free to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to be "BB" followed by a stylized flourish.

Brad Bowden  
Principal  
Bowden Tree Consultancy®

B.Sc. Sustainable Forestry  
Dip. Arboriculture & Parks Management  
ISA Certified Arborist – Municipal Specialist AU-0020AM & Tree Risk Assessment Qualified (TRAQ)

## **1.0 Introduction**

### **1.1 Scope of Report**

1.2 The purpose of this report is to summarise the results of the arboricultural assessment and provide recommendations for the mature flooded gum tree (*Eucalyptus rudis*) located on the municipal verge adjacent to the residential property at 146 West Road, Bassendean. The site visit and visual tree assessment was undertaken from ground level on the 9<sup>th</sup> February 2018 at 1330hrs and was accurate at the time of inspection. No soil excavation, below ground inspection, laboratory analysis or detailed assessment of tree structure was undertaken unless specified. Viewing conditions were fine. Concern has been raised by the Town of Bassendean regarding the remedial options for the future management of the tree following the recent decline in tree health condition and subsequent identification of drill holes at the trunk basal area.

### **1.3 Executive Summary**

1.4 The local-native tree identified within this report provides a range of benefits to the ecosystem, to human beings for environmental and health reasons, and to the climate. Assessment has revealed necrosis for a significant proportion of the tree crown however the tree health condition was not assessed as moribund, and an improvement in tree health condition is possible. The rapid decline in health condition for mature healthy trees is generally attributable to two main causal agents – aggressive soil borne fungal pathogens such as the Australian honey fungus or the application of herbicide.

1.5 With no fungal mycelium or sporophores observed at the trunk basal area, and several drill holes into the trunk basal area identified, the intentional application of herbicide to give rise to tree decline/ mortality is deduced as the causal agent for the necrosis of the crown. With live foliage revealed within the crown however, consideration could be given to monitoring of the tree over the next three months to observe any improvements in the tree health and the subsequent growth of new foliage.

## 2.0 Site Observations

### 2.1 Tree Location

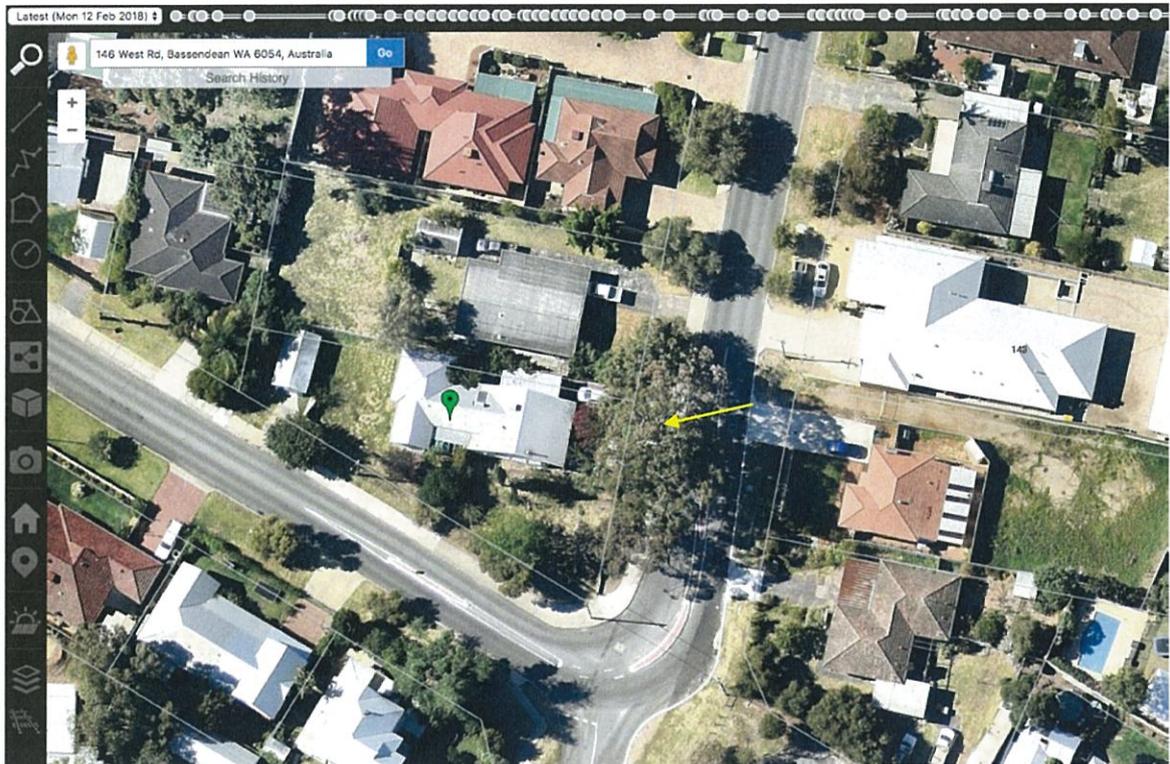


Figure 1. Aerial photo of site and location of the assessed tree (see arrow).



Figure 2. Assessed tree (see arrow); looking towards the southwest.

|                                  |  |
|----------------------------------|--|
| <b><u>2.2 Assessed Tree:</u></b> | <b>Botanical Name:</b> <i>Eucalyptus rudis</i> |
| <b>Common Name:</b>              | flooded gum                                    |
| <b>Location:</b>                 | 0.8m from the footpath to the east             |
| <b>Height:</b>                   | 10.8m  |
| <b>DBH:</b>                      | 81cm   |
| <b>Structure:</b>                | Fair   |
| <b>Health:</b>                   | Average  |
| <b>Crown Spread (NS/ EW):</b>    | 11/ 13m (approx.)                              |
| <b>Comments:</b>                 |  |

- Inspection of the root collar area and trunk basal area identified two 15mm drill holes on the east side of the tree, indicative of intentional damage and the provision of an entry point for the probable application of herbicide (a third drill hole was also identified at the basal area of the adjacent karri tree (*E. diversicolor*) to the south)
- No pathogenic fungal sporophores or recent excavation and subsequent root severance within the structural root zone of the tree was observed that has the potential to cause a rapid decline in tree vitality
- No collision injury, no missing bark or damaged vascular tissue, or exudate indicating fungal/ bacterial infection that has the potential to disrupt sapflow was visible on the trunk section
- A number of live foliage sections were evident amongst the flagging (sporadic dead branches throughout the crown) with the crown necrosis identified predominantly on the east side of the tree (side of tree with drill holes)
- Naturally occurring (seasoned) dead branches to 50mm in diameter were evident predominantly within the internal part and which are typical for the species and age-class of tree
- No significant foliar insect infestation and/ or disease infection symptoms were visible on live foliage within the lower crown

## 2.3 Tree Valuation

- 2.4 Tree appraisal using the "*The (Revised) Burnley Method of Amenity Tree Evaluation*" (Moore, 2006) was undertaken to provide an amenity value for the tree based on the expected tree condition prior to the intentional damage. The formula has been developed for Australian trees and is as follows:

Appraised value = base value × tree volume × life expectancy × form and vigour × location  
\$79 × 403m<sup>3</sup> × 1 × 0.55 × 0.8

Amenity tree value: \$14,008



**Figure 3.** Inspection of the root collar area and trunk basal area identified two 15mm drill holes (see arrows) on the east side of the tree, indicative of intentional damage and the provision of an entry point for the probable application of herbicide; looking towards the northwest.



**Figure 4.** A drill hole was also identified at the basal area of the adjacent karri tree (*E. diversicolor*) to the south of the flooded gum tree; looking towards the west.



**Figure 5.** Necrosis of the crown was identified predominantly on the east side of the tree over the road (on the side of the tree with the two drill holes) however live/ green foliage was also still visible, indicating the possibility of recovery; looking towards the south.



**Figure 6.** A number of live foliage sections were evident throughout the crown of the tree with a significant section observed on the northwest side (see dashed line).

### 3.0 Discussion and Recommendations

#### 3.1 Discussion

**3.2 Tree benefits:** Mature urban trees confer many benefits including shade and cooler air temperatures, screening (privacy) and noise reduction, built form aesthetic amelioration, energy conservation, mitigation of the urban heat island effect, air quality improvement and oxygen production, carbon uptake/ storage and greenhouse gas reduction, minimisation of storm water run-off and improvement of water quality, fauna habitat and food source. In general, they enhance our built and natural environments with larger trees providing more benefits.

**3.3 Tree risk:** Tree failure is an infrequent occurrence and serious damage, injury or death from tree failure is rare (Lilly *et al*, 2011). Research finds that for Britain, with a population of 60 million people, the risk of any tree causing a fatality is exceedingly small (Ball & Ball-King, 2011). It is impossible to maintain trees completely free of risk and some level of risk must be accepted to experience the benefits that trees provide. The use of 'safe' or 'unsafe' when assessing trees is both imprecise and ambiguous, as a tree cannot be free from defects or potential hazards - such a state is simply unattainable. It is essential to maintain a balance between the benefits and costs of risk reduction, not only financial cost but also the loss of amenity and other tree related benefits.

#### 3.4 Recommendations

**3.5** Monitor tree health condition over the next three months for signs of new foliage growth indicative of tree recovery. The pruning of live branches should be postponed for the short term as the removal of large (live) branches and the subsequent creation of pruning wounds has the potential to deplete stored carbohydrates and set back tree recovery.

## 4.0 Appendix I

### 4.1 Arboricultural Terminology

- 4.2 Crown – the leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree, whilst crown lifting involves pruning of the lower branches to improve clearance for buildings, pedestrians, vehicles etc.
- 4.3 DBH - diameter of the main trunk, measured at breast height approximately 1.4m above ground level for urban trees.
- 4.4 Deadwooding – the removal of dead, diseased, or damaged branch wood from the crown of the tree.
- 4.5 Dripline – the width of the crown of the tree measured by the lateral extent of the foliage, with the crown spread measurement indicating the widest part.
- 4.6 Fall zone – is the area in which the tree or tree part is likely to fall when it fails, often calculated as 1.5 times the tree height where brittle dead branches etc. may break up and scatter debris.
- 4.7 First order structural branch – the large branches arising from the trunk that form the main structure of the crown.
- 4.8 Reduction prune – pruning to reduce the extension of a branch, back to a lateral branch that is at least one-third the diameter of the branch being removed.
- 4.9 Root collar – area at the base of the tree where the roots and trunk merge.
- 4.10 Second order branch – a branch arising from a first order structural branch.
- 4.11 Targets – an object, person or structure that would be damaged or injured in the event of tree or branch failure is referred to as the target or target area. The hazard evaluation of the target area is relative to the expected use and occupancy of that area.
- 4.12 Topping and Lopping – deleterious tree height and branch reduction work often at indiscriminate points and generally resulting in weakly-attached regrowth branches prone to failure as subsequent growth occurs.
- 4.13 Tree Protection Zone (TPZ) – the zone of the root plate most likely to contain roots that are critical for anchorage and stability, as well as the absorbing roots responsible for the uptake of water and nutrients; calculated as trunk diameter (DBH) x 12.
- 4.14 V-shaped union – ingrown bark from adjacent parts of the tree that are in contact with each other; usually branch forks, acutely-angled branch attachments or basal stems – often a high failure potential.

#### **4.15 Tree Structure and Health**

4.16 The structural condition ('Structure') for each tree or group of trees has been assessed using the following qualitative criteria:

- Good – generally free of structural defects
- Fair – defects evident that may be typical for the species and age class, and which could be corrected through remedial pruning works
- Poor – significant defects that are not likely to be corrected through remedial pruning or arboricultural works
- TBA – to be assessed, requiring further investigation to evaluate tree structural condition

4.17 The vitality ('Health') for each tree or group of trees has been assessed using the following qualitative criteria:

- High – consistent crown density and foliage colour, good shoot extension and an insignificant number of naturally-occurring internal dead branches
- Average – crown condition that may be representative for the species and/or seasonal, possessing satisfactory shoot extension and/or minimal decline and dead branches
- Low – poor shoot extension, sparse crown density and not likely to be corrected through improvement of site resources and plant nutrition
- Moribund – final stages of a decline spiral

## **5.0 Appendix II**

### **5.1 Author Formal Qualifications**

- 5.2 Bachelor of Science (Sustainable Forestry) – 2012  
Edith Cowan University, Joondalup & Murdoch University, Murdoch, WA.
- 5.3 Diploma of Applied Science (Horticulture) – 2000  
Major studies Arboriculture and Parks/ Gardens management  
University of Melbourne, Burnley campus, VIC.
- 5.4 Certificate IV (TAE40110) in Training & Assessment – 2014  
Plenty Training, Robina, QLD.
- 5.5 Certificate of Horticultural Practice – 1994  
Challenger TAFE, Murdoch campus, WA.

### **5.6 Additional Certifications**

- 5.7 ISA Certified Arborist Municipal Specialist (AU-0020AM) - 2012  
International Society of Arboriculture  
[www.isa-arbor.com/certification/benefits/credentialsExplained.aspx](http://www.isa-arbor.com/certification/benefits/credentialsExplained.aspx)
- 5.8 ISA Tree Risk Assessment Qualification (TRAQ) - 2013  
International Society of Arboriculture  
<http://www.isa-arbor.com/certification/becomequalified/becomequalified.aspx>

### **5.9 Limitation of Liability**

- 5.10 Bowden Tree Consultancy are tree specialists who use their qualifications, education, knowledge, training, diagnostic tools, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of this assessment and report.
- 5.11 Bowden Tree Consultancy cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways that the arboriculture industry does not fully understand. Conditions are often hidden within trees and below ground. Unless otherwise stated, observations have been visually assessed from ground level. Bowden Tree Consultancy cannot guarantee that a tree will be healthy or a low risk of harm under all circumstances, or for a specified period of time. Likewise, remedial treatments cannot be guaranteed.
- 5.12 Treatment, pruning and removal of trees may involve considerations beyond the scope of Bowden Tree Consultancy's service, such as property boundaries and ownership, disputes between neighbours, sight lines, landlord-tenant matters and other related incidents. Bowden Tree Consultancy cannot take such issues into account unless complete and

accurate information is given prior or at the time of the site inspection. Likewise, Bowden Tree Consultancy cannot accept responsibility for the authorisation or non-authorisation of any recommended treatment or remedial measures undertaken.

- 5.13 In the event that Bowden Tree Consultancy recommends retesting or inspection of trees at stated intervals, or installs any cable/s, bracing systems and support systems, Bowden Tree Consultancy must inspect the system installed at intervals of not greater than 12 months, unless otherwise specified in written reports. It is the client's responsibility to make arrangements with Bowden Tree Consultancy to conduct the re-inspection.
- 5.14 Trees can be managed, but they cannot be controlled. To live or work near a tree involves a degree of risk. All written reports must be read in their entirety; at no time shall part of the written assessment be referred to unless taken in full context with the whole written report. If this written report is to be used in a court of law, or any other legal situation, Bowden Tree Consultancy must be advised in writing prior to the written assessment being presented in any form to any other party.

#### **5.15 Business Details**

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W: www.bowdentree.com.au

#### **5.17 Literature Cited**

- 5.18 Ball, D.J. & Ball-King, L. (2011). *Public Safety and Risk Assessment*. Great Britain: Earthscan
- 5.19 Lilly, S., Matheny, N. & Smiley, E., (2011). *Best Management Practices - Tree Risk Assessment*, Champaign, IL: International Society of Arboriculture
- 5.20 Moore, G.M. (2006). *Revised Burnley Method of Urban Tree Valuation*. Sourced: <http://tinyurl.com/gnspd66>
- 5.21 Standards Australia, (2007). *AS4373-2007 Pruning of Amenity Trees*, Sydney: SAI Global



**INVESTIGATED BREACH OF A LOCAL LAW FORM**  
**STREET TREE DAMAGE / REMOVAL**  
**OFFICER USE ONLY**

Tree Property Address: ...146 West Road, Bassendean...

Aerial Map and/or Historic Photo attached showing tree in question  Yes  No

In accordance with Council's Street Tree, Pruning, Removal and Replacement Policy, the removal of street trees shall not be permitted for any of the following reasons:

- The tree obscures, or has the potential to obscure, views other than traffic/pedestrians line of sight.
- The tree species is disliked.
- The tree species causes nuisance by way of leaf, fruit, and/or bark shedding or the like.
- The tree causes allergy and or health problems.
- The tree is in the way of a non-essential crossover or verge paving option.
- The tree shades a private garden, solar hot water systems, or the like.

Any reasonable inspections, consultations and reports, are to be carried out by Parks Supervisor or qualified arborists, in accordance with Council (OCM-22/04/14) adopted Amenity Tree Evaluation Policy and the assessment and historical records (eg 2006 Street Tree Audit, GIS aerial photographs, Streetscape photographs) used as the basis for determining economic values of Council's tree assets using the Revised Burnley Method.

|  |                   |                                    |         |
|--|-------------------|------------------------------------|---------|
| <b>Tree Species:</b>   | Eucalyptus rudis. |                                    |         |
| <b>Tree Height:</b>  | 11m               | <b>Crown Spread:</b>               | 13m     |
| <b>Approximate age:</b>  | 30yrs             | <b>Tree Value (Burnley method)</b> | \$14000 |
| <b>Cost of removal (a):</b>  | \$750             | <b>Cost to Stump Grind (b):</b>    | \$90    |
| <b>Streetscape Contribution (c):</b>   | \$2221            |                                    |         |
| <b>Estimated damages and reconstitution costs – consider: tree value +(a)+(b)+(c)+(d). To be determined on case-by-case basis.</b> | \$450             |                                    |         |
| <b>Cost to water newly planted tree(s) until established (d)</b>   |                   |                                    |         |
| <b>GST:</b>  | \$45              |                                    |         |
| <b>TOTAL COST:</b>   | \$495             |                                    |         |

Arborist evaluation: Repair Method  Yes  No  
 Replacement Method  Yes  No  
 Arborist Report Attached  Yes  No

Comments: As per arborist report tree is to be monitored and remedial pruning of selected branches is to occur.

I am estimating two stages of remedial pruning at \$225 per prune as per tender prices.

**Aerial Photograph – Illustrating historic location of tree on verge**

Attached  Yes  No

**Streetscape Photograph - Illustrating historic location of tree on verge**

Attached  Yes  No

Other attachments:

**Arborist Report with Photos attached**

**TOWN OF BASSEDEAN OFFICER INVESTIGATION - USE ONLY**

Name of Investigating Officer: Mark Bettridge

Date of Investigation: 22/03/18

Tree - Property Address: 146 West Road, Bassendean

Name of alleged offender: .....

Property Address: .....

Email: .....

Telephone (Land line): .....(Mob): .....

Tick reason for tree investigation:

**Alleged:**  removal  damage  pruning  poisoning  other:

Were the actions taken by a person in breach of the Council's Local Laws/ or policies?  Yes  No

Was the person authorised to undertake certain types of work?  Yes  No

Has a person previously requested a tree be removed / pruned?  Yes  No

Is there a likelihood of a repeat offence?  Yes  No

Has the tree removal / pruning adversely effected the amenity and appearance of the streetscape?  Yes  No

Has the alleged person acknowledged culpability or acknowledged that they undertook or engaged a contractor to perform a task, knowing that they did not have the authority?  Yes  No

Are there any mitigating or aggravating circumstances?  Yes  No

Can the actions taken by the alleged person who damaged the tree, be satisfactorily rectified in accordance to the arborist report?  Yes  No

Consulted with surrounding neighbours regarding vandalism/damage.  Yes  No

The investigating officer is to attach a record of neighbour conversation / neighbour statement, or additional information that has determined the outcome of the investigation.

Supporting information/evidence attached

Yes

No

Additional Comments:

House at 146 West Road was vacant at the time of the poisoning. Rangers have had calls over the years about line of sight issues. Homes either side did not see anything, property across the street is under construction.

## MANAGER ASSET SERVICES - USE ONLY

In the event the investigation has identified that a person has illegally removed damaged, pruned or poisoned a Town of Bassendean management tree, Council may prosecute the offender under the Local Government Act 1995 Schedule 9.1 clause 2 Disturbing local government land or anything on it and the Uniform Local Provisions Regulations 1996, Regulation 5 Clause 1 Interfering with, or taking from, local government land or other relevant provisions under the Act. In addition to the value of the tree a penalty of \$5,000 may be imposed.

Based on the Arborist report and the Officer Investigation the following is recommended:

|  |                                     |     |                                     |    |
|--|-------------------------------------|-----|-------------------------------------|----|
| Tree canopy remedial pruning undertaken in accordance with Australian Standards 4373 (1996) ~ Pruning of Amenity Trees, and/or Street Tree Technical Guidelines section 5.                                     | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No |
| Removal of tree and replacement in accordance with Council policy.   | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No |
| Report to Council pursuant to Local Government Act 1995 Schedule 9.1 clause 2 and the Uniform Local Provisions Regulations 1996, Regulation 5 Clause outlining alleged breaching of Local Law/ Council policy. | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/>            | No |
| Proposed educational actions - letter to alleged offender.   | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No |
| Proposed educational actions - vandalism awareness signage.  | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No |
| Recommend action for illegal removal, damage, pruning or poisoning of Town of Bassendean management tree.  | <input type="checkbox"/>            | Yes | <input checked="" type="checkbox"/> | No |

**Additional Comments:**

Rangers have identified no person responsible for the drilling of holes within the tree and inserting some sought of chemical that may have been responsible for the condition of street tree. The Tree now has new foliage and returning to a sound condition.

There is still a need to continue with Councils Policy to place a Street Tree vandalism signs near this tree to further educate those that may want to remove or damage trees in future.

## ADMINISTRATION - USE ONLY

Council resolution:

Alleged Offender advised in writing  Yes                      Date:

Works Order Number:

Receipt Number       :

(Refer Town of Bassendean Strategic Policy 1.12 - OCM2-10/7/09, reviewed March 2014;  
Linked to Strategic Community Plan: Town Planning & Built Environment)

# **ATTACHMENT NO. 4**

Our ref: GOVR/STLIAS/3

Planning Reform Team  
Department of Planning, Lands and Heritage

via email: [planningreform@dplh.wa.gov.au](mailto:planningreform@dplh.wa.gov.au)

To whom it may concern

**SUBMISSION—MODERNISING WESTERN AUSTRALIA’S PLANNING SYSTEM  
(‘GREEN PAPER’)**

Thank you for the opportunity to consider and provide feedback on the aforementioned ‘Green Paper’ which outlines proposals to modernise Western Australia’s planning system.

Thank you too for allowing an extension of time to make this submission. It is greatly appreciated.

The Bassendean Town Council supports the **four (4) key reform principles** and the thrust of the **five (5) key reform proposals**.

It is particularly supportive of the proposal for a **community engagement charter (Key Reform Area 3)**. The Town itself is presently developing a communications strategy to improve and enhance the way it not only communicates with the Bassendean community but also to better engage and consult with the Bassendean community when undertaking Town projects, plans, and programs—from right at the outset through to their conclusion.

The Town would especially welcome for the proposed charter to require the development and implementation of a communications strategy as part of the plan-making process, with its implementation commencing at the outset. Perhaps too, the plan-making process shouldn’t commence until the communications strategy has been endorsed by the responsible planning authority?

Naturally, the communications strategy should be tailored to the type, scale and scope of the plan being developed as well as the degree of the plan’s deemed impact—but in essence—it should at least include the following:

- ❖ Identification and mapping of communities, residents, and key stakeholders likely to be effected or impacted upon by the plan and a statement as to how the areal extent was determined;
- ❖ A statement of the purpose and objectives of the plan and why it is needed;

- ❖ An outline of how affected communities, residents, and key stakeholders will be meaningfully engaged and consulted in the plan-making process; and
- ❖ How affected communities, residents, and key stakeholders will be informed of progress of the plan-making process and its resultant outcomes.

Consideration should also be given to a communications strategy being a requirement of development applications subject to public advertisement. This has the potential to elicit or garner local community support and/or acceptance, as well as counter uninformed views. It might also result in better design and development outcomes not previously considered or realised.

Again, such a strategy should be suitably tailored to the type and scale of development being proposed and the areal extent of community, resident and stakeholder notification deemed necessary (for example, is notification only required to be given to abutting and adjacent landowners and residents, or should notification occur to owners of land and residents within say 500 metres of the development site?).

In this respect, it will be helpful if some spatial guidelines could be developed to guide how far and wide a community ought to be notified and consulted about a development proposal. As you may be aware, the areal extent of community and stakeholder notification on planning proposals is often arbitrary and left to the judgement of officers of the applicable planning authority. Whilst this might be the way it ought to be, there is also a need to ensure consistency in determining the areal extent of community and stakeholder notification.

The Town is also cautiously supportive of **Key reform area 5 (Delivering Smart Growth)**. It is cautious because it knows little about 'smart growth' but resonates with the 'Smart Growth' principles cited in the 'Green Paper'. If the application of 'Smart Growth' principles to planning practice in Western Australia is desired and sought to be advanced, and is to be further considered through the proposed 'White Paper', then it will be helpful if more information about 'Smart Growth' and what it entails and how it might be applied to planning and design practice in WA be included in the 'White Paper'.

The Town also generally and cautiously supports the list of individual proposals. Again, it is cautious of these because it considers that many of the proposals—whilst on face value appearing reasonable—do not appear to have been fully explained, nor are their implications and responsibility for their implementation known.

These considerations are important because many of these proposals will affect local governments in carrying out their local planning role and function. Implementation of these proposals could potentially place additional burdens upon local governments, especially if local governments are not sufficiently resourced to implement the proposals or effectively and efficiently carry out dealings arising from them.

For proposals that will be further considered through the 'White Paper' it will be helpful if more detail about them can be provided, especially likely implications for local government and identification of those proposals seen as a local government responsibility.

To this end, and as probably already suggested by others, the Department of Planning, Lands and Heritage (DPLH) ought to establish and chair a working group or reference group comprising local government representatives to address the concerns of local government in advancing the reform proposals.

This will assist and benefit local governments in identifying and addressing any need for increased resources and capacity-building in respect to performing its local planning role and function.

I trust these comments and feedback are helpful and look forward to the Town being informed of progress and being further consulted in the development of the reform proposals.

Yours sincerely

Anthony Dowling  
**Director Strategic Planning**

28 August 2018

DRAFT ONLY



# Green Paper summary

## Modernising WA's Planning System: Concepts for a strategically-led system

Development of our growing State is managed through plans, policies and rules under the Western Australian planning system. An effective planning system is vital to create vibrant communities with a variety of houses and access to jobs, services and quality public spaces.

The Minister for Planning has commissioned an independent review of the planning system to identify ways to make it more effective, streamlined, open and understandable to everyone.

The Green Paper outlines challenges in the planning system and proposes five key reform areas. It is a discussion paper and does not commit the State Government to adopt the proposals.

Feedback on the Green Paper will inform a White Paper that will set out the Government's proposed reforms for a contemporary planning system to enable the State's continued prosperity and liveability.

This summary provides a brief overview of the key principles and proposals detailed in the Green Paper. The full Green Paper can be downloaded at [www.planning.wa.gov.au/planningreform](http://www.planning.wa.gov.au/planningreform).

### Have your say

We want to hear from you.

- Tell us your experiences of the planning system.
- Do you agree with the ideas and proposals in the Green Paper?
- Do you have other ideas for reforming the planning system?

#### Independent planning review



Consultation



Consultation



State Government  
approval and  
implementation

Submission can be made online at [www.planning.wa.gov.au/planningreform](http://www.planning.wa.gov.au/planningreform)

or by emailing [planningreform@dplh.wa.gov.au](mailto:planningreform@dplh.wa.gov.au)

**The closing date for submissions is Friday 20 July 2018.**

Western Australian Government

# Why is reform needed?

There is some concern that Western Australia's planning system has become overly complex and focusses too much on individual applications for development. Also, most people only engage with the planning system to react to a development proposal in their neighbourhood, rather than contributing to the future form of their community.

The planning system has many out-of-date and overlapping policies and guidelines. As a result, decision-makers often respond to individual development proposals, rather than setting a vision for an area to which the development industry can respond.

Strategic planning encourages early involvement by the community to shape their future and assists landowners to clearly understand what is the vision for their area and what is permitted on their lots.

Many of the proposals within the Green Paper give precedence to strategic planning.

A strategically-led system establishes a line of sight through State and local government strategies to explain how they work together to inform decision-making. Shifting from statutory-led to strategically-led planning is long overdue.

## Reform principles

| Fairness   | Transparency                                      | Integrity   | Efficiency  |
|--|---|---|---|
| The views and interests of all stakeholders are considered and balanced. | Users are able to understand the planning system. | The community is meaningfully involved in strategic planning. | The planning system is well organised to deliver timely outcomes. |

## The key reform proposals

### 1. Strategically-led

Make strategic planning the cornerstone of the planning system

### 2. Legible

Make the planning system easy to access and understand

### 3. Transparent

Open up the planning system and increase community engagement in planning

### 4. Efficient

Make the planning system well-organised and more efficient

### 5. Delivering smart growth

Refocus the planning system to deliver quality urban infill



# Key reform 1: A Strategically-led planning system

Putting strategy at the centre of our planning system will give the community a say in how their neighbourhoods will be developed.

It will also provide the development industry with a clear understanding of what is expected for the future development of an area.

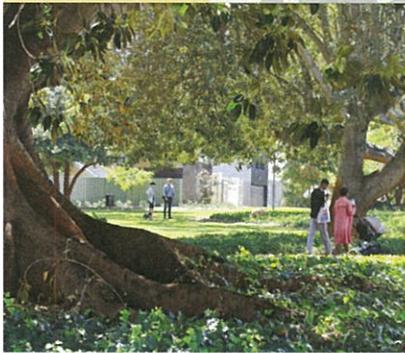


Figure 1: Changing the focus of planning effort  
Source: Productivity Commission

Strategic planning should guide the growth of our towns and cities and be the backbone of the planning system.

Over the past five years, New South Wales, Queensland, South Australia and Victoria have all undertaken significant reforms of their planning systems to put greater emphasis on strategic planning that guide decisions on development proposals.

The process of preparing a planning strategy enables the community, local government and other stakeholders to set the vision and values for a region or area. Decisions about local character and values, growth, housing types, local centres, lands for jobs and transport networks are made in the strategic planning process.

Many local governments have allowed their Local Planning Strategies to become out-dated with little connection between the strategy and the local planning scheme. As a result, the local government and community direct their

time and effort in debating individual proposals for development. This effort is better invested in maintaining a strategic plan against which individual projects can be understood and assessed.

## Key proposals

- Require local governments to maintain up-to-date **local planning strategies** in consultation with their communities, and to review the strategy prior to a scheme amendment.
- Amend the Planning and Development Act to make **strategic planning for sustainable development** the purpose of planning in Western Australia.
- Develop a new State Planning Policy that defines sustainable development and decision-making for sustainable outcomes.
- Require local governments to prepare a **local housing strategy** to show where growth will be accommodated and what types of housing are needed.



Figure 2: Hierarchy of planning elements

## Key reform 2: A legible planning system

The planning system should be easy to access and understand.

A consistent set of schemes, policies and plans will restore trust in the system by reducing red tape and the need for discretionary decision-making.

A planning system that is easy to access and understand allows all users to engage more effectively with planning and development in their community. This can reduce time, cost and frustration for community members, the development industry and decision-makers.

Currently, people struggle to determine how the planning system affects them.

The review found that some development requires more than a dozen documents, including scheme, plans, strategies, regulations, policies and codes that need to be read, understood and cross-referenced.

Some documents are out-dated, while others have been in draft form for a long time. Some documents are poorly written without clear guidance. There is overlap and inconsistency between documents with no clear indication of precedence. There is also significant variance between local government schemes, zones and policies. This causes confusion and unnecessary red tape and can result in outcomes that aren't aligned with strategy or community expectations.

The strategies, plans, schemes and policies which make up the planning system should be presented simply and concisely with a focus on outcomes, not process. Strategies and plans that are used together, such as the State Planning Policies and Local Planning Schemes, need to be presented in a coordinated document.

### Key proposals:

- Consolidate State Planning Policies into a single concise framework with easy-to-understand guidance.
- The links between State Planning Strategy and State Planning Policies, and local planning strategies and schemes should be strengthened and made clear and understandable.
- Define common strategic elements for the State planning framework and require all planning documents to be organised around these elements.
- Require all local planning schemes, strategies and policies to be published in a single, easy-to-navigate, standardised format, to be known as a Comprehensive Local Planning Scheme.
- Reduce red tape for business by standardising land use permissibility for the most commonly-used zones.

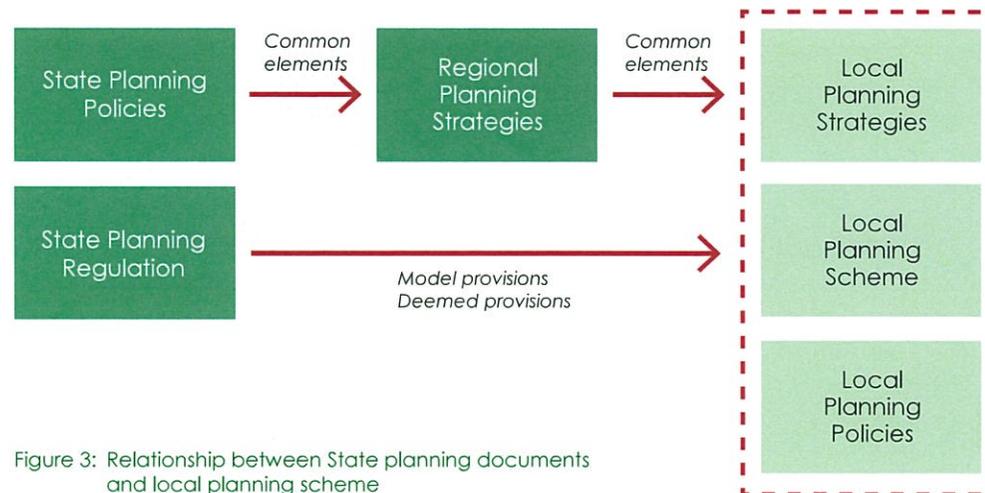


Figure 3: Relationship between State planning documents and local planning scheme

## Key reform 3: A transparent planning system

Involving people in shaping strategic plans for their communities will improve dialogue between stakeholders and help create a shared understanding of how an area will develop.

Making all planning decisions transparent will create trust that the planning system is delivering fair outcomes for the community.

Consultation processes within the Western Australian planning system often means that communities can only respond to plans and proposals, rather than have early involvement in shaping the vision and plans for their community.

Communities require more opportunities to participate meaningfully in shaping strategies and plans that may affect them.

Contemporary planning systems in Australia and internationally are giving people more voice in setting the strategic direction for their community.

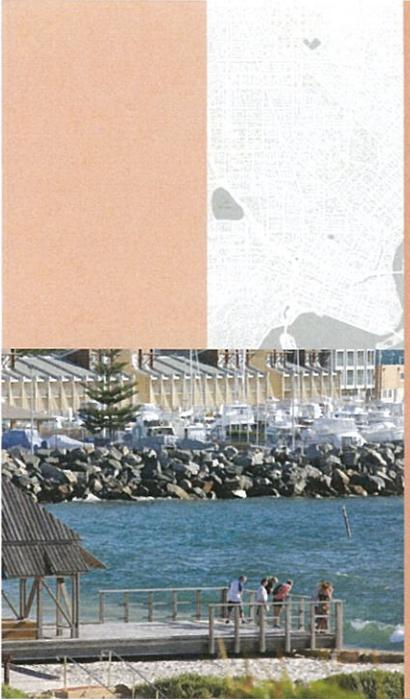
It is also important for the community to understand why decisions are made. If a development proposal varies what has been agreed in a strategic plan, then the community should have the opportunity to let decision-makers know whether they think the proposal should go ahead. Decision-makers should also make the reasons for their decisions available to the community.

### Key proposals:

- Develop a **Community Engagement Charter** to require contemporary community engagement practices, with a focus on community involvement in developing the vision and strategic plans.
- Provide **reasons for decisions** on planning proposals and develop a guideline for planning decision-makers.
- Require local governments to **report on their performance in undertaking planning responsibilities**, including decision-making timeframes and outcomes, and the status of their local planning strategy and scheme.



Figure 4: Community involvement in Strategic Planning



## Development Assessment Panels

The State Government aims to improve accountability and transparency of the DAP system.

Development Assessment Panels (DAP) are planning decision-makers comprising planning professionals and local government representatives. They make decisions on high-value and complex development proposals, taking into account relevant State and local government strategic plans and statutory planning schemes.

Feedback to the planning review team included:

- Concerns that DAPs are making decisions based on dated or ambiguous local planning requirements. This has resulted in inconsistent decision-making and community mistrust.
- DAP meetings appear to be organised at short notice and irregular times, which limits community access and participation.
- Meeting proceedings and reasons for decisions are not freely available.
- There is a lack of flexibility in meeting processes, which restricts DAP members from thoroughly investigating and obtaining advice on complex proposals.
- There is limited transparency on reconsideration of applications by a DAP following State Administrative Tribunal (SAT) processes.

### Key proposals:

- **Schedule DAP meetings at regular times** to improve accessibility.
- Require each **DAP meeting to be recorded** and made available on the DAP website.
- Require the DAP to **provide reasons for all of its decisions**.
- Create **more flexibility in DAP processes** for proposals which seek significant variations, to enable better scrutiny and to provide for advice and input from community and stakeholders.
- Require **proposals amended** as a result of a SAT mediation process **be readvertised** unless fully compliant.
- Appoint a **Presiding DAP Member** with responsibility for monitoring, advising and mentoring DAP members.
- Draw **specialist DAP members** from a state-wide pool of members based on the nature of application being heard.
- Provide that **new specialist members** be included when SAT invites the DAP to reconsider a decision, to **ensure fresh consideration** of the proposal.
- Encourage the SAT to prepare a framework that allows third parties with a strong interest to be considered during SAT mediation of DAP matters.

# Key reform 4: An efficient planning system

## Clarity of planning roles

The efficiency of the planning system and decision-making will be improved by better defining the roles and responsibilities of the Western Australian Planning Commission (WAPC), Department of Planning, Lands and Heritage, local government and other State agencies.

The scope, diversity and volume of matters considered by the WAPC contribute to inefficient dealings on statutory matters and divert resources from strategic planning and policy.

The WAPC needs to focus on the provision of strategic leadership for the State Planning Policy framework and regional and sub-regional planning. The WAPC also has a leadership role to play in strategic planning for smart growth, such as working proactively with local governments and other agencies to prepare urban corridor and activity centre plans.

This can be achieved by expanding delegation of statutory and administrative matters that are not of regional or State significance to the Department of Planning, Lands and Heritage and accredited local governments.

### Key proposals:

- Revise the WAPC membership down to **five - seven members** with a **breadth of skills and experience** focussed on State policy, regional plans and planning for smart growth.
- Give the WAPC the **flexibility to form expert committees** as required in response to emerging issues or specific projects.
- Increase **delegation of statutory and administrative matters** from the WAPC to accredited local governments with delegations in place.

## Quicker, better decisions

The following proposals will streamline processes that prolong approvals.

- Use a **track-based approach** to assess regional scheme amendments, local strategies and local structure plans/activity centre plans.
- Provide a process for decision-makers and applicants to **collaborate** during the **assessment process**, including **formal pre-lodgement advice**.
- Create rules for **efficient referral** of planning matters.
- A maximum **timeframe** for decision-makers to request **additional information** from applicants.
- Provide for **up-front agreement** on the **scope and content of Local Structure Plans**.
- Require that **Structure Plans and Activity Centre Plans** be read as part of the scheme to provide greater certainty to the community and applicants.
- Create a maximum **30-day planning approval** process for single houses proposals with only minor variations to the Residential Design Codes.
- Incorporate **development contribution schedules** in Comprehensive Local Planning Schemes.
- Require local government to **report** on administration of **development contributions**.

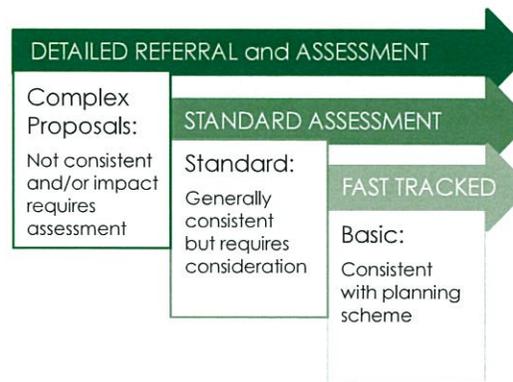


Figure 5: Track based approach for planning proposals

## Key reform 5: Planning for connected smart growth

The planning system should focus on achieving high-quality growth to meet the needs of the growing and diverse population and economy.

The WAPC's metropolitan strategy *Perth and Peel@3.5million (2018)* proposes that approximately 53 per cent of growth will be accommodated in greenfields communities and 47 per cent through infill development within existing urban areas.

*Perth and Peel@3.5million* proposes that the majority of urban infill will be provided within urban corridors, activity centres and station precincts. The challenge for all levels of government is to undertake timely and effective planning to achieve high-quality infill development that enhances existing communities. The WAPC is well-placed to assume a leadership role in prioritising the planning of infill locations, determining the method of delivery and collaborating with local government in delivering the planning framework and coordinating the necessary infrastructure to facilitate quality development.

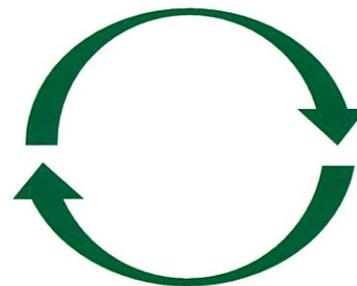
Given that half of the growth will occur in new greenfields development, ongoing policy guidance is required to ensure development of new communities is high quality, well-served with infrastructure and social services, and responsive to community needs.

### Key proposals:

- **State Government** to develop clear arrangement for the **planning and delivery of key infill locations** in partnership with local governments and other agencies.
- **State Government** to provide local governments with **advice on forward planning of State infrastructure**.
- **WAPC** to assume a leadership role and collaborate with local government for **planning of priority infill areas** and assist with **land use and infrastructure coordination**.
- **WAPC** to prepare a new **Consolidated and Connected Smart Growth State Planning Policy** to guide planning and delivery of smart growth.
- Elevate **Liveable Neighbourhoods** to a **State Planning Policy**.
- Provide for an **Industrial Deferred Zone** in the **Metropolitan Region Scheme** to plan effectively for future economic activity.
- Ensure that arrangements for provisions of State infrastructure are in place prior to permitting development in Urban or Industrial Deferment zones.
- Include **Urban Corridor** as a road category in the Metropolitan Region Scheme, requiring a **coordinated transport response** for planning proposals within urban corridors.

### Land Use Planning

The **provision of Infrastructure** shapes the city and regions to which land use needs to respond.



The **land use planning system** sets the location and form of urban development and gives rise to the need for infrastructure.

### Infrastructure Planning

Green Paper – Proposals for modernising the planning system

Response Template

This response template is intended to assist industry groups, local governments and practitioners respond in detail to the proposals outlined in the paper. The template is structured in accordance with the reform Proposals and the subheading and recommendations within those.

Completed templates may be submitted via the online survey at [www.planning.wa.gov.au/planningreform](http://www.planning.wa.gov.au/planningreform). You will be directed to an upload page after the first two pages of identifying questions.

Submissions close on 20 July 2018.

| NEW | What WALGA considers is missing in the Review | And why...   |
|-----|---|--|
| A   | Clear Implementation Plan                     | <p>The White Paper should begin the process of outlining a clear implementation pathway for each recommendation by clarifying: who is responsible for implementing each recommendation; when the recommendation shall be implemented by; the scope of the recommendation; and, measures that enable an assessment and reporting of the success or otherwise of each recommendation, during future state planning reform processes.</p> <p>The Green Paper indicates possible responsible parties. This detail should be extended in the White Paper to cover other important elements of transition, listed above. It is our view that the proposed reforms are likely to be more broadly and strongly supported by Local Governments, and probably other stakeholders, if this detail is provided in the White Paper.</p> <p>Victoria recently prepared a Transition Plan as part of its marine and coastal planning legislative reform. The Transition Plan “sets out the functions required to achieve reform and the required actions that can be delivered without legislative change. Actions proposed after commencement of the Act are also outlined.” <a href="#">The Victorian Plan</a> clearly outlines how the proposed legislative, policy and other reforms will be implemented. This may be a useful example for the WA State Planning Reform team to consider when developing the White Paper.</p> <p>The White Paper must also clearly indicate priority recommendations.</p> <p>The Implementation Plan will require adequate resourcing from the State to ensure its successful implementation. Our understanding is that the State has significantly increased DPLH staff resources over the past two decades. There does not seem to be a need for the DPLH to substantially increase its staff resources to implement these reforms. However, we strongly believe that successful implementation will require adequate resourcing of an independent planning reform implementation team.</p> |
| B   | Stakeholder Reference Group                   | <p>WALGA has previously resolved (December 2013 State Council) that a Stakeholder Reference Group should be established to guide and assist in the implementation of planning reforms. Stakeholder guidance and oversight would help to ensure that the planning reform process is all encompassing (not piecemeal or selective to suit certain agendas), reinforces the integrity and transparency of the process, and maintains focus on the process’s original intent.</p>  |

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| C | Review of Planning Fees and Charges                  | <p>The New South Wales, Queensland and Tasmanian State Governments have offered financial assistance to local governments to assist with recent state planning reforms (see details from <a href="#">Qld</a> and <a href="#">NSW</a>). The White Paper needs to include similar financial assistance from the State Government to support Local Governments in Western Australia to enable a faster and more seamless implementation of the reforms.</p> <p>If local governments are not provided with adequate funding assistance, the fees and charges specified within the Planning Regulations 2009 must be reviewed immediately and prior to any reforms being undertaken. The current fees have been frozen since 2013. Despite numerous advocacy approaches by the Association to the State since 2013, there is no review proposed by the State. This has resulted in an estimated loss of income for each individual Local Government, between \$5,000 per annum up to \$1.8 million per annum, which is unacceptable. The Green Paper mentions (p.58) the possible inclusion of a pre-lodgement application fee; however, there is no mention of the significant loss of income through the freezing of the State regulated fees and charges. The Review of Planning Fees and Charges must be one of the first reviews undertaken by the review team.</p>   |
| D | Full Review of Development Assessment Panels         | <p>The proposed changes to the DAPs are minor administrative improvements to a system that needs to be fully reviewed. If the Green Paper is aiming to develop a “Strategic Led system” then the entire DAPs system needs to be included in this review. As recommended for several years by the Association, only a full cost benefit analysis will be able to determine the effectiveness of the system, and what is an appropriate level of DAPs involvement within the WA Planning system.</p> <p>The subsidiarity principle should guide this review of the DAPs. This principles states that decisions should be made at the most local level possible. The idea is that all decision making responsibility should initially be vested in the hands of the most local level of government and should move outward only when that level of government is unable to carry out a particular function. Alex de Tocqueville, the highly regarded French political intellect, spoke in favour of this principle when he stated that decentralisation has not only an administrative value but also a civic dimension, since it increases the opportunities for citizens to take interest in public affairs.</p> <p>The Review Team have verbally advised that the outcome of the review is to ensure the planning preserves local planning and character. However it is not clear that this objective has been included as part of the teams review of DAPs. More emphasis should be provided in the White Paper as to how these reforms will help to ensure the preservation of local character within a reformed DAPs system.</p> |
| E | Review of other State Government Planning Mechanisms | <p>A comprehensive review of the State planning system should also consider:</p> <ul style="list-style-type: none"> <li>- Streamlining the State’s 26 Development Control policies, 31 Planning Bulletins, 2 Position Statements, 5 Fact Sheets, 5 Manuals, 26 Guidelines, particularly if the 26 State Planning policies are going to be incorporated into one document.</li> <li>- The results of the review of the Planning and Development Act 2005 undertaken in 2013</li> <li>- The results of the review of the Local Planning Scheme Regulations undertaken in 2015 and 2016.</li> <li>- The results of the review of the Bush Fire Planning provisions, undertaken in 2017.</li> <li>- Whether the timeframes of the new structure plan provisions in the Local Planning Scheme Regulations are being met by the Department of Planning, and whether these approvals should be returned to Local Government.</li> <li>- Use of Improvement Plans and Improvement Schemes which override Local Planning Schemes with little justification as to why they have been established.</li> </ul>  |

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|   |  | <ul style="list-style-type: none"> <li>- The use of Section 76 Orders by the Minister under the Planning and Development Act 2005, which have predominately been used for minor R-Coding variation proposals and can be considered as “development led” interventions over a Local Planning Scheme.</li> <li>- Use of the “public works” exemptions by State Agencies. It may not be in the best interests of local communities for the State to be able to assess and approve its own developments. For example larger scale projects such as schools and hospitals have a major impact on the local neighbourhood and traffic management. Although these agencies generally do discuss the applications with a local government, it is by exception rather than a requirement, requiring negotiated outcomes.</li> <li>- The continued need and use of s.138 (3) of the Planning and Development Act 2005 in light of this Green Paper’s recommendations to delegate subdivision approval powers to Local Government.</li> </ul> <p>The White Paper should make comment on these mechanisms, which have a substantial effect on the planning system and planning outcomes.</p>                  |
| F | Expansion of MRIT to other Regions       | <p>Currently the Metropolitan Region Improvement Tax can only be levied within the boundaries of the Metropolitan Region Scheme. Multiple reviews by the State of the planning system have provided recommendations for a similar mechanism to be implemented across a wider area. The Green Paper is silent on this reform.</p> <p>A proposal to extend the MRIT to the Peel and Greater Bunbury Region Scheme areas was supported by the former State Government in 2014, in response to recommendations of the <i>Planning makes it happen: Phase 2</i> reform agenda.</p> <p>The benefits, particularly financial benefits, of a hypothecated land tax for the purpose of acquiring private land for regional purposes have been clearly articulated (Foley &amp; Williams 2016). The continued limitation of the MRIT to the metropolitan region is limiting the efficient acquisition of land within the Peel and Greater Bunbury Region Scheme, while also exposing the state to additional financial costs.</p> <p>Neil Foley &amp; Peter Williams. (2016). Funding and Governance of Regional Public Land Acquisition in Perth and Sydney, Urban Policy and Research, 34:3, 199-211.</p> |
| G | Full Review of the Local Planning Manual | <p>The Independent review has failed to mention that one of the first steps should be the review of the requirements for a Local Planning Strategy as contained within the Local Planning Manual, as the content list is very detailed and onerous for many Local Governments. Planning consultants have also advised WALGA that providing a quote to a Local Government to undertake a Local Planning Strategy is difficult, given the large scope of the strategy, the unknown timeframes and the many complications that can arise during the process.</p> <p>A full review of what needs to be included in a Local Planning Strategy, the connection to the Integrated Planning Framework and the scalability of the content for smaller local governments, should be undertaken prior to including more layers to an already long document and time consuming process.</p>   |
| H | Comprehensive Review of WAPC Delegations | <p>The Green paper proposes a number of changes that would significantly alter the delegation arrangements of the WAPC. It is proposed that a comprehensive review of WAPC delegations be undertaken first. Local Government members have noted that there is considerable difficulty in understanding the range of delegations within the WAPC and DPLH, including the delegation arrangements for local government. Further, many have noted that this complexity cause difficulties for internal DPLH staff.</p>   |

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|   |   | <p>A comprehensive review of internal WAPC delegations should be undertaken; this review should be independent and involve feedback from relevant stakeholders.</p> <p>The Green Paper talks to the option of delegating additional responsibilities to Local Government. It would seem logical that in the face of such major reform that a comprehensive review of all delegations would ensure a smoother transition to the new system and ensure accountability, efficiency and legibility of the planning system.</p> <p>At the date of writing the state of delegations is as follows: 16 Instruments of Delegation; three Resolutions of Delegation; two Authorisation Instruments; and one Ministerial Delegation.</p>  |
| I | Single House Approvals  | <p>Clause 61 of the Local Planning Scheme Deemed Provisions needs to be reviewed. There are 4.5 pages of deemed provisions to exempt single houses (and other incidental structures) from Planning Approval. It is WALGA's understanding that this Clause was imposed to address only 12 Local Governments who formally ask for a planning approval for a single house. The implementation of this provision is messy and complicated, and does not factor in where Special Control Areas may exist for bush fire prone areas or coastal hazard areas, or where bushfire mapping triggers referral back to planning. Importantly, the provisions are poorly aligned with cl. 7.3 of <i>State Planning Policy 3.1 (RCodes)</i>, which clearly outlines the ability of local development controls to be established but fails to connect to these existing provisions. The State has undertaken to improve this section of the deemed provisions for several years, so far to no avail.</p>   |
| J | Acknowledgement of Local Government Diversity                         | <p>The Green Paper is very focussed on improvements based on high growth areas and local governments with a large range of planning functions. The reforms need to explicitly acknowledge and be mindful of the fact that there are 139 local governments in the State, each with varying sizes and development pressures. Therefore a "one size fits all" approach is not feasible. Throughout this submission, WALGA has provided comment as to the scalability of the proposed reforms, as it should not be expected that all of the reform measures are applicable or should be applied across the state, nor implemented in the same manner, particularly where Local Governments have limited or no planning staff. A cynical local government may consider that all of the proposed reforms will merely result in employing more planning consultants to meet these new planning requirements, when the current system seems to be achieving suitable outcomes which mostly meet local community expectations.</p>   |
| J | Rationalisation of EPA referral process for 'basic' scheme amendments | <p>Currently all amendments to Local Planning Schemes require referral to the Office of the Environmental Protection Authority in accordance with s.81 of the Planning and Development Act 2005. It was proposed as part of the Planning makes it happen Phase 2 reforms for some form of rationalisation of the EPA referral process to occur, particularly around those amendments deemed minor and in no way impacting the environment.</p> <p>Considerable time is spent by both Local Governments and the Office of the EPA is referring and reviewing Scheme Amendment documentation that will have no environmental impact. This in turn lengthens the already long Scheme Amendment process, and utilises the limited resources of the Office of the EPA unnecessarily. Most seriously, this regulatory burden likely reduces the capacity of the Office of the EPA to adequately review those applications that require closer scrutiny.</p> <p>Recommendation: That a review of the current process for EPA referrals under s.81 of the Planning and Development Act be reviewed, with the intention of reducing the regulatory burden on both the planning system and the office of the EPA, while maintaining suitable accountability in any proposed system.</p> |

|   |                            |   |
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| K | Preserving Local Character | The Green Paper consultation process has emphasised the importance of preserving local character. However the Green Paper is absent of detail which outlines how the proposed reforms will ensure the preservation of local character. Through this submission the Association has outlined some avenues which provide an opportunity to ensure the preservation of local character. Generally, the reforms are likely to be more broadly accepted and supported if this issue is clearly addressed in the White Paper. |
|---|----------------------------|---|

|       | Proposal  | Level of Support (Yes / In-Part / No, Unclear / No) | Response  |
|-------|---|---|---|
| 1.0   | A STRATEGICALLY-LED SYSTEM  |   |   |
| 1.1   | Prominence of Strategic Planning  |   | Additional suggestions for improvement, which are not directly relevant to the Green Paper's Proposals.   |
| 1.1.1 | Provide in the PD Act that strategic planning is a purpose of the Act and provide a definition of strategic planning.                                   | Yes   | Subject to the State undertaking consultation with the local government sector on the exact wording of the new definition.  |
| 1.1.2 | Provide in the LPS Regulations that the review of a local planning scheme must be informed by, and respond to, a review of the Local Planning Strategy. | In-Part   | <p>WALGA's understanding is that requiring a Local Planning Strategy review prior to a Local Planning Scheme will lead to a more strategic led planning system.</p> <p>This recommendation is partially supported. WALGA is unable to provide its full support until further information is provided. We suggest that the White Paper includes the following:</p> <ul style="list-style-type: none"> <li>- Recommendation for a full review of what needs to be included in a Local Planning Strategy, including connection to the Integrated Planning Framework and scalability of the content for smaller local governments. This should be undertaken prior to including more layers to an already long document and extremely time consuming process. One of the first steps before initiating this proposed reform should be the review of the requirements for a Local Planning Strategy, which are outlined within the Local Planning Manual, as the existing required content list is very detailed and onerous for many Local Governments. For example, planning consultants have also advised WALGA that providing a quote to a Local Government to undertake a Local Housing Strategy is difficult, given the unknown timeframes and complications that can arise during the process.</li> <li>- Recommendation for examples of best practice to be included in the Local Planning Manual. Local Governments have expressed concern that the State's requirements for preparing Local Planning Strategies do not readily translate into Local Planning Schemes. It would be useful for the Local Planning Manual to provide examples of best practice Local Planning Strategies which: meet State Government needs; meet community needs; and, readily translate into Local Planning Schemes.</li> <li>- A time limit for DPLH to review a Local Planning Strategy to be stipulated in the Regulations. The significant delays which have been occurring within this process are unacceptable. For example, the City of Stirling's Local Planning Strategy has been "in play" for approximately 10 years. Similarly, the Shire of Serpentine Jarrahdale's strategy was "in play" for approximately six years.</li> </ul> |

|       |  |             |   |
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| 1.1.3 | Provide in the LPS Regulations that a complex scheme amendment must be accompanied by a proposed amendment to the Local Planning Strategy.   | In-Part     | <p>This recommendation is partially supported. The content of a Local Planning Strategy can be very broad and in most cases could accommodate the proposed amendment depending on how the Strategy is worded and structured.</p> <p>WALGA is unable to provide its full support until further information is provided. We suggest that the White Paper includes the following:</p> <ul style="list-style-type: none"> <li>- Recommendation that a complex scheme amendment be accompanied by a proposed amendment to the Local Planning Strategy, only if required, i.e. an amendment to the Local Planning Strategy should not be a mandatory requirement in the Regulations.</li> <li>- Details explaining how this reform would work in practice i.e. when a complex amendment is approved, will the Regulations include exact wording of how the Strategy needs to be updated?</li> </ul>   |
| 1.2   | Need to Explain Sustainability for Land Use Planning   |             |   |
| 1.2.1 | <p>An overarching State Planning Policy be developed which:</p> <ul style="list-style-type: none"> <li>i Provides a definition of sustainability for the planning system which reflects a balancing of economic development, environmental considerations, and social needs;</li> <li>ii Reinforces sustainability as an essential element required to be taken into account in the making of any strategy or policy; and</li> <li>iii Indicates the particular steps related to how economic, social and environmental factors are balanced.</li> </ul> | In-Part     | <p>WALGA's understanding is that an overarching State Planning Policy would be the first chapter of a consolidated State Planning Policy suite of documents, as outlined in 2.2.1.</p> <p>Researchers have observed that "while visions of sustainable urban settlements are included by many cities around the world in their planning strategies, none are yet able to deliver on addressing the different facets of sustainable urban development" (Davidson 2014, p.304). Reinforcing sustainability as the fundamental purpose of planning within the Western Australian planning framework, is likely to help breach the gap that currently exists between envisioning sustainability in strategy and achieving sustainability through practice.</p> <p>WALGA is unable to provide its full support until further information is provided. We suggest that the White Paper includes the following:</p> <ul style="list-style-type: none"> <li>- The notion of sustainability includes three pillars: environment, social, economic. The proposed policy should make clear that the economic and social pillars are highly dependent on the sustainability of the environmental pillar.</li> </ul> <p>Reference: Davidson, K. &amp; Arman, M. (2014) Planning for sustainability: an assessment of recent metropolitan planning strategies and urban policy in Australia, Australian Planner, 51:4, 296-306.</p> |
| 1.3   | Housing Distribution   |             |   |
| 1.3.1 | Provide that every Local Planning Strategy include a local housing strategy, except for low growth and small regional local governments which only require basic Local Planning Scheme requirements.   | No, Unclear | <p>The independent planning review has failed to mention that the first step should be the review of the requirements for a Local Planning Strategy as outlined within the Local Planning Manual, as the content list is very detailed and onerous for many Local Governments. Planning consultants have also advised WALGA that providing a quote to a Local Government to undertake a Local Planning Strategy is difficult, given the large scope of the strategy, the unknown timeframes and the many complications that can arise during the process.</p>   |

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|       |  |         | <p>A full review of what needs to be included in a Local Planning Strategy, the connection to the Integrated Planning Framework and the scalability of the content, should be undertaken prior to including more layers.</p> <p>It would also be beneficial if an estimate on the number of “low growth and small regional” local governments is provided, so the exact number of Local Governments requiring a local housing strategy can be effectively quantified and the exact impact for the sector can be commented on.</p> <p>Further, given the significant delays that local governments have been experiencing as a result of the DPLH’s and WAPC’s consideration of Local Planning Strategies, it is important for a clear timeframe to be imposed on the WAPC, in which to assess the Local Planning Strategy. Currently only a 60 day timeframe is allocated to the WAPC at the conclusion of the process. There is no timeframe for the WAPC to consider the Strategy. Several Local Governments have advised of waiting 12 – 18 months before being advised that their Strategy is suitable for public advertising. The 5 year review and 10 year review process for Local Planning Schemes is not realistic and will reflect poorly on the local government sector when in fact the delays may be attributable to the constraints of the DPLH.</p> <p>WALGA requires the following information to consider this proposal further:</p> <ul style="list-style-type: none"> <li>- A clear definition of “low growth and small regional local governments”, which would be exempt from the requirement to include a local housing strategy in the Local Planning Strategy. Suggest reconsideration of the term “low growth”.</li> <li>- How this requirement differs from the existing information required within the Local Planning Manual.</li> <li>- Whether the State intends to provide Local Governments with revised population and demographic forecasts for each Local Government, as have been provided in <i>Perth and Peel@3.5 Million</i>. These forecasts need to be provided at intervals of five years to ten years (maximum) and make projections for 40 to 50 years. Longer timeframes are unnecessary given that local planning frameworks have the capacity to be regularly revised.</li> <li>- Whether these forecasts, and the methods used to prepare these forecasts, will be made publicly available online, in accordance with the reform’s transparency and efficiency principals. Advances in information and data analytic technologies allow for these regular and public forecasts.</li> <li>- Confirmation that Local Governments will be the responsible authority for the making and modifying of Local Planning Strategies and Local Planning Schemes to help meet the state’s population and demographic forecasts.</li> </ul> |
| 1.3.2 | The DPLH to provide guidance for local government in the Local Planning Manual on how to prepare a Local Housing Strategy, including a methodology for local housing analysis. | In-Part | <p>A Guide for the Preparation of a Local Housing Strategy has already been completed.</p> <p>In July 2017, WALGA prepared a ‘Local Government Housing Strategy Guide’ and sent a copy to the previous Department of Planning requesting that it be adopted as a suitable best practice guide for local governments in preparing their Housing Strategies. The purpose of the guide is twofold, firstly it seeks to help Local Government better understand the housing needs of their communities and secondly help identify appropriate responses to meet these needs. Also accompanying the Guide is a Housing and Community Profile Database which contains a series of housing supply and demand data for each Local Government in WA, which</p>   |

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|       |   |         | <p>if adopted as best practice, would provide consistency across all Local Governments in the preparation of their housing strategy. This guide is available upon request from <a href="#">WALGA</a>.</p> <p>There may be an opportunity to include in the Local Housing Strategy requirements for neighbourhood / district character studies or similar, which communicate tangible information regarding the built form expectations of community that can more readily inform development proposals and planning decisions. <a href="#">NSW</a> recommends that Local Housing Strategies are used for similar purposes:</p>  |
| 2.0   | A LEGIBLE PLANNING SYSTEM   |         |   |
| 2.2   | Arranging State Planning Policies for Brevity and Simplicity  |         |   |
| 2.2.1 | State Planning Policies be consolidated into a single state planning policy framework with supplementary technical guidance.  | In-Part | <p>WALGA's understanding of this recommendation is that: the term 'state planning policy framework' refers to a single state planning policy; the proposed state planning policy framework will be based on models adopted in Queensland, the United Kingdom and Wales, which provide detailed technical guidance documents that provide guidance to practitioners and development proponents; technical guidance will be regularly updated and prepared in consultation with a range of stakeholders, including Local Governments; the state planning policy framework will be maintained in a soft format, online, which can be more readily updated as circumstances change.</p> <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following:</p> <ul style="list-style-type: none"> <li>- A requirement that the objectives and content of the state planning policy framework must be objective and prescriptive, not subjective, to ensure that the policy provides clear guidance to local level decision makers as well as development proponents.</li> <li>- A draft outline of the proposed state planning policy framework's form and manner.</li> </ul> |
| 2.3   | Line of Sight   |         |   |
| 2.3.1 | WAPC to establish common strategic "elements" for the State Planning Framework including but not limited to:<br>A "sustainability" element<br>A "land use element" that includes the distribution of uses of land as well as density<br>A "housing element" that includes the types of housing<br>An "environmental element"<br>An "open space element"<br>An "urban form and design element" | In-Part | <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following:</p> <ul style="list-style-type: none"> <li>- Clarification of how the proposed strategic "elements" clearly align with the objectives of the <i>Planning and Development Act 2005</i>, those objectives being for economic development, environmental considerations, and social needs. The list provided in this recommendation does not encompass these objectives.</li> </ul>   |

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|       | An infrastructure element. and prepare Technical Guidance for the details of each element to be included.  |             |  |
| 2.3.2 | Provide that every State Planning Policy, Regional or sub-regional plan and the Local Planning Strategy must follow these elements, unless otherwise agreed to by the WAPC.  | In-Part     | <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following:</p> <ul style="list-style-type: none"> <li>- See 2.3.1.</li> </ul>  |
| 2.3.3 | Provide that every Local Planning Strategy must explain how it has addressed the requirements of each common strategic element against the requirements of State Strategy, Planning Policy or Regional or sub-regional strategy. | No, Unclear | <p>As outlined in comments at 1.3.1, from a strategic viewpoint, the first step should be a review of the content of the requirements contained within the Local Planning Manual. It is also unclear if this recommendation will actually streamline the content of the Local Planning Strategy, each of the documents referred to (State Strategy, Planning Policy and other strategies) are incredibly long documents with many different requirements.</p> <p>WALGA requires the following information to consider this proposal further:</p> <ul style="list-style-type: none"> <li>- Provide a clear example in the White Paper explaining how this recommendation will improve the current planning system.</li> </ul>   |
| 2.3.4 | Provide in the PD Act that all planning decision makers are to have due regard to State Planning Policies.   | Yes         | If only one State Planning Policy is going to be created, need to say Policy not policies.   |
| 2.3.5 | Provide in the Metropolitan Redevelopment Authority Act 2011 that in performing functions under the Act, the MRA must have regard to State Planning Policies.  | Yes         | <p>WALGA's understanding of this recommendation is that currently there is ambiguity regarding the extent to which all public authorities (such as the MRA) are subject to State Planning Policies, and that this Recommendation will help to:</p> <ul style="list-style-type: none"> <li>- Ensure appropriate policy 'line-of-sight' across all decision making authorities.</li> <li>- Ensure consistent decision making across all decision making authorities.</li> <li>- Increase the accountability of decisions made by authorities such as the MRA.</li> <li>- Improve the integrity of the planning system.</li> </ul> <p>It should be noted that recommendation 2.3.4 proposes to amend the <i>Planning and Development Act 2005</i> to ensure that all decision makers are to have "due regard to State Planning Policies (SSPs). However, this recommendation only proposes that the MRA have "regard" to SPPs. Clarification should be given as to whether this is a typographical error or not, as the current wording of recommendation 2.3.5 is incompatible with the intent of recommendation 2.3.4.</p> <p>Further, if only one State Planning Policy is going to be created, need to say Policy not policies.</p> |
| 2.4   | Complexity locating and interpreting the local planning framework  |             |  |

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| 2.4.1 | Require that a Local Planning Scheme be published with the inclusion of the Local Planning Strategy (in the form of a local strategic statement) and Local Planning Policies in a document to be called a "Comprehensive Local Planning Scheme". | No, Unclear | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The diversity of the form and manner of current Local Planning Policies (LPPs) is causing confusion as to the intent of LPPs within DAPs and State Government agencies, and that making this form and manner consistent across jurisdictions will help to alleviate this confusion.</li> <li>- Approval of the form and manner of LPPs will be delegated from the Minister to officers within the DPLH.</li> <li>- Including LPPs within a "Comprehensive Local Planning Scheme" will give more weight to the standing of Local Planning Policies in development assessment processes than is the current situation.</li> <li>- That this additional weight will strengthen the capacity of Local Governments to design local planning frameworks which reflect the local character of neighbourhoods and local communities, and help to ensure development outcomes that accord with this local character.</li> <li>- The proposed local strategic statement is to be a short summary of the Local Planning Strategy, and the intention is not to include entire Local Planning Strategies into schemes.</li> </ul> <p>The Reform Team have indicated that the State will guide the form and manner of LPPs but will not control/have jurisdiction over the content of LPPs. Our understanding is that this approach is to ensure that LPPs reflect the diversity of local level values and needs (Page 33), which is supported.</p> <p>However, there remains a potential issue in application. Page 29 of the Green Paper states that "The approach would also require additional process at State level as it introduces the need for local planning policies to be subject to State Level scrutiny to ensure content does not conflict with State Planning policies and use of a consistent format. This should be undertaken by the DPLH and approved by the Minister for Planning" (which is then reflected in recommendation 2.4.2).</p> <p>Given the confusion in this paper as to what will be checked and by whom, and for what reason, and that the Green Paper does not clearly explain how this ensures that the WAPC or DPLH will refocus their energy on the Strategic and high level planning for the State, this micro management of the Local Planning Policy process is not supported in the current, and conflicting, summaries provided in the Green Paper.</p> <p>Previously local governments have expressed that too much uniformity across Local Planning Schemes would remove any local place planning preferences, so it is unclear how consolidating this actually achieves any real reform. It is also unclear if this recommendation is pursued as to how flexibility to suit local needs is maintained and incorporated.</p> <p>WALGA requires the following information to consider this proposal further:</p> <ul style="list-style-type: none"> <li>- It is recommended that the White Paper includes a mockup of a "Comprehensive Local Planning Scheme" (CLPS) so that Local Governments can review and consider what the intent and outline of this document is. The White Paper must also clearly state the process for endorsement, what is being endorsed, can the Scheme be used prior to endorsement if it is just a matter of aligning all of the information in one document, would WAPC have the power to call in CLPS's when they don't approve of a Local Planning Policy?</li> </ul> |
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|       |  |             | <ul style="list-style-type: none"> <li>- Although the broad concept of a CLPS is supported with the limited information provided, previous reform measures have been susceptible to “reform creep” so that the endorsement of the reform proposal is overly convoluted and / or becomes overly micromanaged, then becomes unworkable. Most stakeholders complain about the significant delays in getting strategic documents approved through the State. It is not clear how adding this additional “approval” requirement is going to streamline the system.</li> </ul>  |
| 2.4.2 | DPLH to provide guidance for local government in the Local Planning Manual on the content and format of a Local Planning Strategy and Local Planning Policies.   | No, Unclear | <p>WALGA’s understanding of this recommendation is that the consistency of format will also assist the State in endorsing a Local Planning Strategy and make it easier for the development industry to access Local Planning Policies.</p> <p>As stated previously, one of the first steps before initiating this proposed reform should be the review of the Local Planning Manual, as the current content list for a Local Planning Strategy is very detailed and onerous for many Local Governments, and the document is already 60 pages in length.</p> <p>WALGA requires the following information to consider this proposal further:</p> <ul style="list-style-type: none"> <li>- The Manual should provide the option for scalable versions depending on the size of a Local Government, including detail of the required and optional sections of a LPS.</li> <li>- Confirmation provided in the White Paper that LPP content is not a matter for the state.</li> </ul> |
| 2.4.3 | Local governments currently undertaking, or about to embark on, a substantive review of their planning frameworks delay preparation of Local Planning Strategies and Local Planning Schemes (and related omnibus amendments) until guidance on the format and content of local planning frameworks is available. | No          | <p>This recommendation appears to suggest that local governments put on-hold reviews of their Local Planning Schemes and strategies until there is greater certainty over the outcome of the independent planning review, which doesn’t appear to be a practical or realistic recommendation given the unknown final scope and timeframe for the review process.</p> <p>The current process for the preparation, advertising and endorsement of Local Planning Strategies and schemes can take several years. Therefore this recommendation is not supported.</p>   |
| 2.4.4 | Provide in the LPS Regulations for a clear distinction of the purposes of Local Structure Plans, Activity Centre Plans, Local Development Plans and Local Planning Policies.   | Yes         | Subject to the State undertaking consultation with Local Governments regarding the exact wording of the new definitions for each instrument.  |
| 2.4.5 | The DPLH to provide guidance in the Local Planning Manual on the appropriate use of each local planning instrument.  | In-Part     | However, as mentioned previously, one of the first steps before initiating this proposed reform should be the review of the Local Planning Manual, as the content list for a Local Planning Strategy is very detailed and onerous for many Local Governments, and the document is already 60 pages long.  |
| 2.5   | Form of a Local Planning Strategy  |             |   |
| 2.5.1 | The DPLH to update the Local Planning Manual with guidance on the preparation, content and   | No, Unclear | The Local Planning Manual has not been updated since March 2010, and does not reflect recent changes to the local planning framework brought about through changes to the Model Scheme Text and the Planning and  |

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|       | format of a Local Planning Strategy and strategic statement, in a similar form to a Victorian Municipal Strategic Statement.         |             | <p>Development Regulations. Further to this there is considerable overlap between the Local Planning Manual and Introduction to the Western Australian Planning System document.</p> <p>One of the stated aims of the Local Planning Manual is “to explain how the local planning system works, and how it can best be used to achieve outcomes of benefit to wider community.”</p> <p>For comparison, the Introduction to the Western Australian Planning System states that: “This document is an overview of the planning system in Western Australia. It is intended to be of use to anyone with an interest in urban planning, land use or development.”</p> <p>The Victorian Government’s Practice Note 4: ‘Writing a Municipal Strategic Statement’ sets out how a Municipal Strategic Statement should be formed. The Association is unsure how the Local Planning Manual. Considering the other recommendations of this review that relate to it, can at this stage be reconfigured into a document that would facilitate something similar to a Municipal Strategic Statement.</p>   |
| 2.6   | Form of Local Planning Policies  |             |  |
| 2.6.1 | The LPS Regulations be amended to provide that local planning policies are to be prepared in a manner and form approved by the WAPC. | No, Unclear | <p>As outlined in the Association’s comments for recommendation 2.4.1, there is confusion as to whether the Green Paper is recommending that the WAPC has authority over LPP “content” or only “form and manner”.</p> <p>For example, 2.4.2 mentions “content”. 2.6.1 does not mention content. WALGA does not support the State having authority over the content of a LPP.</p> <p>As discussed, Local Governments have raised significant concerns regarding the time it takes for the DPLH to consider and respond to the making of new schemes, scheme amendments and Local Planning Strategies. Given the DPLH’s recent downsizing, there is concern that establishing a requirement for the Department to review LPPs will cause significant and unnecessary delays in amending local planning frameworks.</p> <p>WALGA requires the following information to consider this proposal further:</p> <ul style="list-style-type: none"> <li>- Matters for the WAPC regarding LPPs. This issue needs to be resolved in the White Paper.</li> <li>- Implementation of this approach requires further explanation and consideration in the White Paper. For example, LPPs are usually reviewed annually. Therefore, what is the process for the LPP’s to be endorsed, i.e. when the WAPC has ‘approved’ the LPP, or when the LPP has been submitted to the WAPC? It may take several months for WAPC approval to be obtained.</li> <li>- The White Paper should also clarify how the requirement for WAPC approval of LPPs is consistent with the Green Paper’s comments that the WAPC should focus on “strategic” planning matters. If the approval of LPPs is to be delegated to the DPLH, the White Paper should clearly explain this.</li> </ul> |
| 2.6.2 | The DPLH to update the Local Planning Manual to provide guidance for the form, content and writing of a local planning policy.       | No          | <p>This Recommendation has substantial overlap with Recommendation 2.4.2 and seems unnecessary. For instance, 2.4.2 states: “DPLH to provide guidance for local government in the Local Planning Manual on the content and format of a Local Planning Strategy and Local Planning Policies.”</p>   |

| 2.7   | Consistency of local planning schemes  |             |  |
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| 2.7.1 | Provide in the PD Act that deemed provisions are to be included in a comprehensive Local Planning Scheme.  | No, Unclear | <p>WALGA requires the following information to consider this proposal further:</p> <ul style="list-style-type: none"> <li>- It is recommended that the White Paper includes a mockup of a “Comprehensive Local Planning Scheme” (CLPS) so that Local Governments can review and consider what the intent and outline of this document is.</li> <li>- The White Paper should also consider regulation that ensures that the inclusion of deemed provisions in a LPS, including updating the LPS to reflect amendments to deemed provisions, is an administrative document update and does not require the full LPS review / amendment process. One option may be that deemed provision amendments to LPS by absolute majority decision of Council would form a basic amendment only.</li> </ul>   |
| 2.7.2 | Provide in the LPS Regulations that a comprehensive Local Planning Scheme is to include a specific section for deemed provisions.  | No, Unclear | As above.  |
| 2.7.3 | <p>Provide in the LPS Regulations that there are deemed provisions which set out standardised zones, land uses and land use permissibility which:</p> <ul style="list-style-type: none"> <li>i group like-land uses into themes for which common development standards can be prepared</li> <li>ii identify low risk land use proposals by including suitable parameters for which a streamlined planning process apply</li> <li>iii are mandatory for local government to adopt within their municipalities through the next scheme review or omnibus amendment.</li> </ul> | No, Unclear | <p>This recommendation is confusing. The recommendation discusses “deemed provisions” which would automatically apply to all planning schemes when the regulations are gazetted. However part (iii) refers to it being “mandatory” for Local Governments to adopt “deemed provisions”, upon the next review or amendment of their scheme.</p> <p>WALGA requires the following information to consider this proposal further:</p> <ul style="list-style-type: none"> <li>- Clarification as to when such “deemed provisions” would come into effect.</li> <li>- The groupings of land-uses adopted in other states which would be recommended for application in Western Australia.</li> <li>- It is also unclear how this aligns with maintaining and enhancing local planning and local character if all Schemes are grouped like for like.</li> </ul> <p>Note, example of best practice: The City of Greater Geraldton has grouped land uses in its Local Planning Scheme.</p> |
| 2.7.4 | The DPLH to revise and keep up to date the Local Planning Manual to ensure it provides local government with the guidance required to prepare and administer its local planning framework and properly reflects the expectations of DPLH and WAPC.   | In-Part     | <p>We note that this Manual is a guideline for implementing a planning system once the structure of that system is in place / reformed. Therefore the focus of these reforms should be directed to ensuring that the structure of the planning system is adequate prior to focusing efforts on the Manual.</p> <p>WALGA supports the regular revision of the Local Planning Manual, which should already be occurring (i.e. the Manual has not been reviewed in seven years). However, WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following:</p>   |

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|       |   |         | <ul style="list-style-type: none"> <li>- All matters raised in this document relating to the Local Planning Manual.</li> <li>- Advice on implementation issues with the review of the Manual i.e., does it mean that if a Local Government is following the guidance, and then the WAPC changes it, the Local Government may have to start again, or add additional items? The manual is a guide, not a prescriptive set of requirements.</li> </ul>   |
| 2.8   | Location of Local Development Standards   |         |  |
| 2.8.1 | Provide in the LPS Regulations that there be a location within the model provisions for mandatory development requirements for key sites and matters.   | Yes     | WALGA understands that this recommendation is to ensure that some local development controls can be specified within the Scheme, e.g. height, plot ratio, building setbacks, rather than the current practice that has seen many of these controls move into Local Planning Policies. Based on this understanding, WALGA supports this recommendation.   |
| 2.9   | On-line Local Planning Schemes  |         |  |
| 2.9.1 | Develop an interactive Planning Portal for keeping Local Planning Schemes online and accessing them in a legible and user-friendly format.  | In-Part | <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following:</p> <ul style="list-style-type: none"> <li>- Clarification that the State will be responsible for the portal's construction and maintenance costs i.e. that Local Governments will not be responsible.</li> <li>- Clarification that Local Governments will be involved in the design of the portal, to ensure its usability for local practitioners, decision makers and residents.</li> </ul>   |
| 3.0   | A TRANSPARENT PLANNING SYSTEM   |         |  |
| 3.2   | Community Engagement  |         |  |
| 3.2.1 | <p>The DPLH should develop a Community Engagement Charter for all aspects of the planning system that includes principles with regard to:</p> <p>i Planning authorities having a duty to engage with the community in a manner that allows residents to contribute to the making or amending of a strategic plan; and</p> <p>ii In the making or amending of a strategic plan, the community, as soon as possible, be given information as to what is</p> | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- A community engagement charter will extend the basic community engagement requirements of planning authorities already outlined within the <i>Planning and Development Act 2005</i> and by doing so, will improve the way in which communities are involved in strategies planning processes.</li> <li>- That this charter will oblige all planning authorities to act in accordance with the charter, including State Government agencies.</li> </ul> <p>Many Local Governments already conduct extensive community engagement processes which exceed the current basic requirements, in accordance with best practice and IAP2 guidance (e.g. <a href="#">City of Melville neighbourhood planning project</a>). There can be inconsistency across jurisdictions in how engagement processes are conducted. A community engagement charter may help to improve consistency. However this inconsistency may be related to constrained financial and staff resources in many jurisdictions. The White</p> |

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|       | proposed and any documents that the planning authority intends to examine.  |             | <p>Paper needs to ensure that the Community Engagement Charter is mindful of this diversity in resource availability across jurisdictions.</p> <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- Part (ii) of this recommendation is unclear – more detail should be provided in the White Paper as to what this entails.</li> <li>- Confirmation that the Community Engagement Charter will also bind state agencies.</li> <li>- Acknowledgement that, while being well intentioned, many local governments do not have access to resources which allow for extensive community engagement processes. The White Paper may include a scale outlining engagement recommendations dependent upon the variations in Local Government sizes and available resources. Also, we are advised that local governments in Queensland have been provided by the State Government with free IAP2 training. The White Paper might consider a similar program.</li> <li>- Recommendations for seeking engagement outcomes which are representative of the entire community and provide tangible / useful outputs, such as neighbourhood character studies. Technological advancements should more readily allow for approaches which achieve this. Such outcomes are more likely to provide a rigorous basis for decision making and provide clear guidance to development proponents.</li> <li>- The Local Government Act review is also looking at LG community engagement and it will be important for the State to consider and avoid recommending different approaches to community engagement.</li> </ul> |
| 3.2.2 | Align engagement processes in the planning regulations to the Community Engagement Charter.   | No, Unclear | <p>Until the Community Engagement Charter is prepared it is difficult to support the inclusion of the proposed engagement processes into the planning regulations.</p> <p>WALGA requires the following information to consider this proposal further:</p> <ul style="list-style-type: none"> <li>- It is not clear whether their inclusion in the Regulations is via deemed or model provisions.</li> <li>- See 3.2.1.</li> </ul>   |
| 3.2.3 | Revise public notification and engagement requirements for planning proposals in the PD Act and LPS Regulations to update out-dated requirements. | In-Part     | <p>Modern technology and more interactive methods of communication allow for new approaches to making the community aware of new proposals and seeking input from the community.</p> <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- The communication methods and required timeframes that are proposed to replace the existing requirements.</li> </ul>   |
| 3.2.4 | Make provision within the LPS Regulations that the Local Planning Strategy must be in   | Yes         | <p>Agree with the principle that the Strategic Community Plan and Local Planning Strategy (LPS) should be harmonised and not in conflict. However, Strategic Community Plans are consulted with LG communities</p>  |

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|       | accordance with the Community Strategic Plan under the Local Government Act to the extent that it is relevant.   |         | every 4 years, which may result in substantial directional changes at each iteration. Given the length of time and volume of resources required to amend a LPS, caution is recommended, as it may not be possible to readily align these documents after each revision of the Strategic Community Plan.  |
| 3.2.5 | DPLH to revise the Local Planning Manual to clarify that:<br><br>i actions in Local Planning Strategies are limited to those matters that can be carried out within the Local Planning Scheme<br><br>ii acknowledge a concurrent community participation process between a Strategic Community Plan and a Local Planning Strategy. | Yes     | Suggest the inclusion of the following requirement in the White Paper:<br><br>3.2.5 (iii) – In reviewing the Local Planning Manual, the DPLH consults with Local Governments who have recently completed a Local Planning Strategy, both metropolitan and country, to assist in refining the information contained within the Manual, and to help create a scalable version of a Local Planning Strategy .<br><br>However, as mentioned previously, one of the first steps before initiating this proposed reform should be the review of the entire Local Planning Manual, as the content list for a Local Planning Strategy is very detailed and onerous for many Local Governments, and the document is already 60 pages long.  |
| 3.3   | Reasons for Decisions  |         |  |
| 3.3.1 | The DPLH to publish a Guide as to the Scope of Reasons by Planning Decision Makers, having regard to the Queensland model.   | In-Part | <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- Decision summaries provided by planning authorities should cover the following matters: assessment benchmarks applied, a description of the matters raised in submissions, and how the decision maker dealt with those matters and the reasons for the decision.</li> <li>- Supporting this recommendation does not seem to create a mandatory requirement on Local Government. This recommendation is suggestive of preparing a guide only, based on the Queensland model (information on the Queensland model is available <a href="#">here</a>)</li> <li>- Recommendation 3.3.2 would elevate this recommendation to a mandatory requirement.</li> </ul> <p>Local Governments already publicly provide reasons for decisions via Council meeting minutes that contain comprehensive officer reports which inform the Council of the rationale for the officer recommendation and on which most decisions are based. Where a Council decision varies from the Officer recommendation, the Council is required under reg.11 of the Local Government (Admin) Regulations 1996, to record in the minutes the reason for variation from the recommendation. Planning decisions made under delegated authority, are perhaps an area where regulation may provide guidance on reason for decision to be included in the advice to the proponent.</p> <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- Limited information is provided in the Green Paper as to how the information required by this recommendation differs from that already provided by Local Governments. Therefore it is unclear if the Green Paper proposes that a decision summary is prepared for every single application assessed or just those subject to public comment periods?</li> </ul> |

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| 3.3.2 | Provide in the LPS Regulations that reasons for decisions are to be provided on planning proposals.  | In-Part | <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- This recommendation, to include a provision in the LPS Regulations which would require that planning authorities provide these statements, and in a particular format, aims to ensure that all planning authorities, including Local Governments, prepare decision summaries in accordance with the Guide recommended in 3.3.1.</li> <li>- This requirement could be considered as being unnecessarily arduous. However, when referring to the Qld model, the Green Paper indicates that summaries should “be of a length that approximately reflects the nature, importance and complexity of the decision, as the time available to prepare it” (p.42). This seems to be an attempt to limit the arduousness of this new requirement, if introduced.</li> </ul> <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- The LPS Regulations include a provision, which is similar to the Qld model and mentioned in the Green Paper, that summaries should “be of a length that approximately reflects the nature, importance and complexity of the decision, as the time available to prepare it” (p.42).</li> <li>- All planning authorities will be subject to the requirement (i.e. not just Local Governments).</li> </ul>   |
| 3.4   | Transparency of DLPH and WAPC Statutory Reports  |         |   |
| 3.4.1 | WAPC practice be modified to publish Statutory Planning Committee and WAPC agenda items, reports and recommendations on region and local schemes and amendments. | In-Part | <p>Local Governments have raised this issue of transparency, or lack thereof, with the WAPC and SPC numerous times. However this Green Paper recommendation only proposes the publication of agenda items, reports and recommendations on region and Local Planning Schemes and amendments.</p> <p>Local governments are required to act in accordance with requirements which improve the transparency of development application and assessment processes. However the State (WAPC and DPLH) is not subject to the same obligations. Clearly there are two sets of rules for different planning authorities which operate within the same jurisdiction / under the same legislative framework. These inconsistencies and lack of transparency potentially undermine the trust of development proponents and the broader community in these decision making processes. Implementing this recommendation promotes consistency across all planning authorities, avoids potential transparency issues, and helps to build trust in decision making.</p> <p>Given that the Green Paper promotes both transparency and places an emphasis on Local Planning Strategies and how the community should be consulted and included in their preparation, it seems fair that the determination of Local Planning Strategies should also be open to observation and understanding.</p> <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- Confirmation in the White Paper that the scope of this recommendation is expanded to include all planning matters considered by the WAPC, including Local Planning Strategies, POS strategies, and</li> </ul> |

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|       |   |         | submissions on State Planning Policy reviews, i.e. the consideration of any planning matter that has been publicly advertised should also be publicly available including the schedule of submissions and responses to submissions.  |
| 3.5   | Reporting by Local and State Government on Planning Matters                         |         |  |
| 3.5.1 | Provide in regulations mandatory reporting by local government on planning matters. | In-Part | <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- The head of power to ask for local government to report on planning matters has existed since 2009 through the Planning and Development Regulations but has never been progressed.</li> <li>- Many Local Governments have already begun to voluntarily report on planning matters through WALGA's local government performance monitoring project. The performance measures need to align with the existing Local Government Performance Monitoring Project, not the proposed data sets in the Green paper (p.44).</li> <li>- State Government must also be required to report performance in the first phase, not the second phase as recommended in the Green Paper. Requiring that Local Governments prepare mandatory reports and not requiring this of State planning authorities is unacceptable and does not align with the principles set out in the Green Paper of transparency and integrity.</li> <li>- The DPLH's last annual report, available <a href="#">here</a>, provides some existing performance measures but fails to provide any timeliness in the strategic planning process (measures for subdivision are provided). Further, the report only provides the number of documents that have been considered. The measures for State Government reporting must also be included in the White Paper.</li> <li>- Scalability of the reporting measures needs to be considered, as many local government have no planning staff and are already subject to many State Government reporting requirements. Suggestions for this may include: - <ul style="list-style-type: none"> <li>o A threshold for mandatory reporting e.g. number of annual development applications or total value of annual development applications received having to be exceeded before the mandatory reporting requirement set in.</li> <li>o Mandatory reporting should be via an online survey/form for smaller local governments that involves checking boxes and entering stats, which would be more efficient for all concerned and enable easier comparison / analysis.</li> </ul> </li> </ul> <p>Additional consultation with WALGA, and referring to the existing Local Government Performance Monitoring Project will assist in progressing this recommendation further.</p> |
| 3.6   | Transparency and Accountability of Development Assessment Panels                    |         |  |

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|  | <p>General comments on the proposed changes to DAPs</p> | <p>N/A</p> | <p>It was recently recognized by researchers in Western Australia that by introducing new institutional bodies into the development assessment process, i.e. JDAPs, “the WA state government has merely created additional layers of bureaucracy and administrative procedures” (Maginn 2014, p.160) and that the purpose of establishing these bodies could have been achieved through other approaches. On numerous occasions WALGA has raised similar concerns, and is therefore encouraged by the potential for the continued revision and improvement to the current DAPs system.</p> <p>WALGA has provided a number recommendations to the State Government for improving DAPs. The most recent set of recommendations is provided in Appendix XX. Some of the recommendations provided by WALGA are covered by the recommendations in the Green Paper, as outlined in the following sections. These recommendations take positive steps to address issues related to fairness, integrity and transparency.</p> <p>However, it is the view of WALGA that the Green Paper recommendations do not adequately address a range of other issues related to DAPs. The Green Paper recommendations propose to address issues of accountability and transparency. However the Green Paper fails to adequately address issues relating to efficiency, effectiveness and value for money and has therefore failed to comprehensively review DAPs as would be expected of an independent planning review. WALGA has been advocating for several years that a full cost benefit analysis of DAPs be undertaken, as the overly administrative processes, types of applications being captured by the \$ bands and additional fees is not assisting in a streamlined planning process. WALGA will continue to advocate that such an analysis be undertaken and this should be included in the proposed White Paper if it is to adequately consider the operation of the entire planning system.</p> <p>It is also concerning that the justification for the maintenance of the WA DAPs system proposed in the Green Paper is primarily based on the 2012 Productivity Commissions review. The WA DAPs were in operation for only 12 months when this review took place. Therefore this review could not have adequately reviewed the operation and effectiveness of WA DAPs and consequently offers inadequate justification for their continuation.</p> <p>Another justification provided in the Green Paper for retaining the current DAPs system is from the 2015 Uniform Legislation and Statutes Review Committee, which relied on supposition and anecdotal evidence from industry, while the 3 year review summary (which reviewed every simple application) provided by WALGA was given limited reference.</p> <p>The Green Paper also refers to the Development Assessment Forum (DAF) best practice model. However the DAF model states the following:</p> <p>“Professional determination for most applications:</p> <p>Most development applications should be assessed and determined by professional staff or private sector experts. For those that are not, either:</p> <ul style="list-style-type: none"> <li>- Option A – Local government may delegate DA determination power while retaining the ability to call-in any application for determination by council.</li> </ul> |
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|       |   |         | <p>- Option B – An expert panel determines the application.</p> <p>Ministers may have call-in powers for applications of state or territory significance provided criteria are documented and known in advance.”</p> <p>In regard to delegations, Local Governments advise WALGA that on average 95% of assessments are approved by local government officers, which is a substantial percentage of applications that are being assessed and determined by the existing professional staff, in line with the DAF principles above. In the 5 year review of DAP applications, many of the applications would have normally been dealt with by planning staff, rather than being dragged into the overly-administrative DAPs process.</p> <p>Many of the issues previously raised relate to the efficiency of the DAP process, and in particular, what development applications are being sent to a DAP and why. The Green Paper has missed the opportunity to review and improve this important element of the DAP process, and provides no assessment of the existing development value thresholds for optional and mandatory applications.</p> <p>WALGA’s understanding is that the proposed Local Government accreditation process (4.1.2) may allow for a reconsideration of the current development value thresholds which determine the development applications assessed by DAPs. WALGA supports the principle of this accreditation process, subject to provision of further detail as to what this process actually entails. The White Paper should provide further detail regarding this accreditation process and clarify how these accreditations are likely to affect / improve the development value threshold criteria.</p> <p>WALGA also requests that the reform team consider the recommendations made previously, which seem to have been missed in this Green Paper, in preparation of the White Paper. These are outlined in Appendix X.</p> <p>Reference: Maginn and Foley (2014) From a centralized to a ‘diffused centralised’ planning system: planning reforms in Western Australia, <i>Australian Planner</i>, 51:2, 151-162.</p> |
| 3.6.1 | Provide for DAP meetings to be held at regular times and outside of business hours.               | Yes     | <p>WALGA’s position (7 December 2016, State Council Full Minutes, from p.90):</p> <p>“14. Consistent, set DAP meeting dates to which applications are assigned. Applications and meeting dates published on DoP website. (51% Support, 26% Support and should be a high priority). Respondents noted that while this might not work in all DAP areas (for example regional areas), a set schedule would provide transparency and consistency to the DAP processes. A set schedule would also allow holiday periods (Christmas, Easter) to be taken into account when scheduling meetings.”</p>  |
| 3.6.2 | Provide for the recording of each meeting of a DAP and made available on the DAP website of DPLH. | In-Part | <p>WALGA’s position (7 December 2016, State Council Full Minutes, from p.90):</p> <p>“3. DoP to provide a secretariat with responsibly for minute taking at DAP meetings. (48% Support, 44% Support and should be a high priority). Respondents supported this suggested amendment and comments indicate their belief that this change would ensure consistent minute taking, as Local Government personnel are often only familiar with their Council’s minute format, which is different to the DAP format. This leads to delays and inconsistency.”</p>  |

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|       |   |         | <p>"6. The DoP/WAPC to manage community questions and queries about DAP process and meeting schedules. (68% Support, 28% Support and should be a high priority). Commenters expressed the view that as Local Governments do not control the DAP process, set meeting dates or act as the decision making body, it is appropriate that the DoP/WAPC manage community questions and queries."</p> <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- Clarification as to whether the recordings are to be audio, video or writing (meeting minutes) recordings? If by way of taking minutes, that minutes will be taken by a DPLH representative and not imposed on Local Governments.</li> <li>- Include that the management of community questions and queries about DAP process and meeting schedules should be managed by the DPLH / WAPC.</li> </ul>   |
| 3.6.3 | <p>3.6.3 Provide clarification in DAP Practice Notes:</p> <p>i. If new information is submitted to the DAP after an RAR, the DAP should consider whether a decision should be deferred pending further RAR advice</p> <p>ii. As to when it may be appropriate to defer a decision, such as where issues are raised which require further detailed technical consideration by responsible authorities.</p> | In-Part | <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- Include a recommendation that DAP Practice Notes clarify rules governing conflict of interests. These rules should be the same as those for Local Government. WALGA's position (7 December 2016, State Council Full Minutes, from p.90): "7. DAP rules governing conflict of interests to be same as those for Local Government. (62% Support, 30% Support and should be a high priority). Respondents noted that as the DAP is taking the place of the Local Government as the decision maker, members should be held to the same standards as Local Government. This will provide better consistency and transparency to the DAP process. (Note, the Central JDAP panel members were required to declare conflicts of interest, so this rule may have already changed, in which case, we could remove this Recommendation)."</li> <li>- Include a recommendation that DAP Practice Notes provide clear guidance as to the role of Councils in the DAP process. WALGA's position (7 December 2016, State Council Full Minutes, from p.90): "9. Clearer guidance on 'councils' role in the DAP process. (51% Support, 31% Support and should be a high priority). Respondents noted that it is unclear if a RAR must be referred to council. Some Local Governments have sought legal advice on this matter, but that advice has not been consistent. The State needs to provide clear guidance to ensure the processes is the same across all Local Governments."</li> <li>- Include a recommendation that Local Government representatives be allowed to attend all meetings relating to a DAP application, including SAT mediation. WALGA's position (7 December 2016, State Council Full Minutes, from p.90): "10. DAP meetings cannot be closed to local government representatives. (56% Support, 28% Support and should be a high priority). Respondent's comments noted that while the DAP makes decisions on the application before it, they are doing so in place of Local Government, and it is Local Government who has to enforce the DAP's decision. As such, Local</li> </ul> |

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|       |   |         | Government representatives must be allowed to attend all meetings relating to a DAP application, including SAT mediation.”  |
| 3.6.4 | Amend the DAP Practice Notes to require reasons for decisions to be given in all decisions made by a DAP, including where the DAP adopts the responsible authority’s recommendation contained within the RAR. | Yes     | WALGA’s position (7 December 2016, State Council Full Minutes, from p.90): “1. DAPs to provide detailed reasons for decisions which differ to the RAR. (53% Support, 44% Support and should be a high priority). This proposal received overwhelming support. Many of the comments noted that this change is needed in order for DAPs to provide transparency and accountability in their decision making processes. The inclusion of detailed reason for decisions which differ from the RAR will also assist Local Government as it will provide greater clarity for officers that will assist them in preparing future RARs.”  |
| 3.6.5 | Provide for a requirement that applications amended through a SAT process are readvertised unless the amended plans comply with all development standards.  | Yes     | This recommendation considers the primary issue of transparency and provides the opportunity for the community to comment on a revised proposal. The Green Paper suggests the condition that “unless the amended plans comply with all development standards”. The White Paper needs to clarify the intent of this condition and who will be making the determination that the application is in compliance with the development standards.   |
| 3.6.6 | Provide that where a DAP has been invited to reconsider its decision following a SAT mediation, new specialist members be drawn from the available pool of members.   | No      | This recommendation does not align with WALGA’s position (7 December 2016, State Council Full Minutes, from p.90): “26. Ensuring consistent DAP Panel members through the lifetime of an application (DA, deferred, Form 2 & SAT appeals).” WALGA’s understanding is that this recommendation is an attempt to improve the integrity of the DAP process. However the introduction of new panel members has the potential to detrimentally affect the efficiency of the process, due to the substantial resources required to ensure new panel members have adequate knowledge of the application in question. The potential gains in integrity are unlikely to outweigh the losses in efficiency.   |
| 3.6.7 | The SAT should consider preparing a framework for allowing parties with a sufficient interest in a matter to make a submission or be heard during SAT mediation of DAP matters.                               | In-Part | <p>WALGA’s current position regarding Third Party Appeal Rights is to: “Support the introduction of Third Party Appeal Rights for decisions made by Development Assessment Panels.”</p> <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- This recommendation would limit third party involvement to making a submission or be heard during SAT mediation of DAP matters, to instances where the development applicant has appealed a DAP decision and only at the discretion of the SAT.</li> <li>- The logic of limiting the involvement of third parties to these instances remains unclear. For example, where a development proponent does not appeal a DAP decision, there is currently no opportunity for a third party’s case against a DAP decision to be heard by the SAT.</li> <li>- The SAT would decide who the parties are that have a “sufficient interest in a matter”. This would limit the ability of interested third parties to make an appeal of a DAP decision, to those decided by the SAT.</li> <li>- Fundamental issues regarding the absence of third party appeal rights in WA have not been addressed, particularly in regard to instances where a DAP decision does not align with the recommendations of another planning authority, such as a Local Government.</li> </ul> |

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|        |  |             | <ul style="list-style-type: none"> <li>- The 10th Principle of Best Practice from DAF, which is for the establishment of a genuine Third Party Appeals process, has been largely overlooked in this reform.</li> </ul> <p>Consequently, WALGA is unable to provide its full support of this recommendation.</p> <p>However, a framework which provides clarity on the method used by SAT to determine who the parties are that have a “sufficient interest in a matter” and when these decisions are made, is supported. This framework should include a set of clear and publicly available criteria, which should be outlined in the White Paper. These criteria should:</p> <ul style="list-style-type: none"> <li>- “Ensure that appeals are only made on valid planning grounds and are not made for commercial or vexatious reasons.</li> <li>- Limit Third Party Appeals Rights to those parties which previously made a submission on that development application during the advertising period.</li> <li>- Require a short window in which to appeal (for example 14 days).”</li> </ul> <p><i>(From WALGA’s Outcomes of Consultation: Third Party Appeal Rights in Planning p.4).</i></p> |
| 3.6.8  | Provide for expert DAP members to be drawn from a pool of members across the State on the basis of the type and complexity of the application being heard.   | Yes         | This recommendation would help to provide specific specialist advice depending on the type of application proposed, in turn providing the technical assistance that was originally promoted as part of the introduction of DAPS in 2010.  |
| 3.6.9  | Provide for an expanded and flexible meeting process where the DAP Presiding member is of a view in relation to an application for development that wider community and local government viewpoints need to be examined. | No          | <p>The core principles of DAPs being established was for transparent, consistent and efficient decision making. This recommendation is inconsistent with these core principles.</p> <p>For example, WALGA undertook a 5 year review of the DAP process and found that on average each meeting only dealt with one or two applications, some of which were FORM 2 minor variations. This is not an efficient system. Efficiency will be further compromised if the Presiding Member is allowed the discretion to determine if: site inspections, additional information or advice is required; submitters should be allowed longer times for deputations; and further meetings are required to consider an item. These discretions may lead to significant variations in the way DAPs are governed across DAP jurisdictions, directly conflicting with the purpose of DAPs – to improve consistency in decision making.</p>  |
| 3.6.10 | Provide in the DAP regulations that the WAPC retains its decision making abilities with respect to development applications under region schemes.  | No, Unclear | <p>WALGA’s position (7 December 2016, State Council Full Minutes, from p.90):</p> <p>15. The dual approval process being streamlined &amp; simplified (e.g. for applications concerning State infrastructure). (58% Support, 19% Support and should be a high priority). Respondents noted that the current system for dual approvals could be more streamlined, which would eliminate red tape for applicants.</p> <p>One of the justifications for the introduction of DAPs was to “remove the duplication between local planning and regional planning approvals that often involve separate decisions by both a local government and the</p>  |

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|        |  |         | <p>WAPC. This level of duplication is costly and time consuming for Developers, the State Government and local authorities” (Minister Day’s media release, 11 Sept 2009).</p> <p>The rationale provided in the Green Paper to return to the pre-2011 (pre-DAP) process is not clear. For example, WALGA is unsure if this change is proposed because DAP panel members are questioning the RAR reports that are being submitted by DPLH officers, or because the WAPC may not want the DAP to be the arbitrator when a Local Government and DPLH officers do not agree with a proposed application. Due to ambiguity this recommendation is not supported.</p>   |
| 3.6.11 | <p>Provide for a Presiding Member to be appointed also as the Chief Presiding Member to:</p> <p>i       Oversee the quality and consistency of DAP procedures and decisions (such as consistency of the use and content of conditions; the quality of RAR reports) and recommend changes to DAP procedures and Standing Orders to DPLH</p> <p>ii       Assist in identifying panel members appropriate to sit in accordance with the basis of the type and complexity of the application being heard</p> <p>iii       Identify training needs for DAP members for the approval of the Director General DPLH.</p> | In-Part | <p>3.6.11 (i) - Generally, this recommendation aligns with WALGA’s current position (7 December 2016, State Council Full Minutes, from p.90): “13. DoP to provide a governance representative at DAP meetings to answer relevant questions &amp; ensure compliance with the DAP members Code of Conduct and DAP meeting procedures. (43% Support, 32% Support and should be a high priority). Respondents noted that having a governance representative would help clarify relevant matters of governance and provide guidance where required. Governance officers can ensure that standing orders are followed and due process adhered to. Having the DoP provide a governance officer will assist with consistency and transparency.”</p> <p>However, WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- Clarification regarding what “appropriate remuneration” means or whether additional fees will be required to support this role. As a full cost benefit analysis of the DAP system has not yet been undertaken, it is difficult to support appointing another layer of administrative oversight to an already expensive system. The fees paid to sitting members is transparent. However, the income received from DAP applications (and possible supplementary funds from the Department of Finance) is not transparent and can only be estimated, as the current annual reports do not identify the full cost of running the DAPs system in WA.</li> </ul> <p>3.6.11 (ii) – WALGA’s position (7 December 2016, State Council Full Minutes, from p.90): “5. DAP Panel Member criteria amended with stronger emphasis on specialists having planning experience. (46% Support, 42% Support and should be a high priority). While some respondents noted that a range of expertise can be beneficial, many comments expressed a concern that there was often a lack of sufficient planning knowledge and experience on DAPs. As the purpose of the DAP system is to make planning decisions, it is appropriate that there be a minimum standard of planning experience.”</p> <p>We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- Conditions of appointment to a DAP include that applicants must have substantial planning knowledge and experience, and provide advice on what constitutes substantial experience.</li> </ul> <p>3.6.11 (iii) – WALGA’s position (7 December 2016, State Council Full Minutes, from p.90): “4. Training / briefings sessions for DAP members about Local Planning Scheme provisions. (47% Support, 42% Support and should be a high priority). Many respondents indicated that DAP members needed to have a stronger</p> |

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|     |   |  | <p>understanding of the Local Planning Scheme provisions for the LG areas they administer, and that training or briefing sessions would be very beneficial.” (WALGA State Council Meeting December 2016, Page 94)</p> <p>We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- Conditions of appointment to a DAP include that applicants must be able to demonstrate a proficiency in Local Planning Schemes, particularly in the areas they administer.</li> </ul>  |
| NEW | Form 2 applications shall be delegated to Local Government where the proposed amendments are supported by the LG. |  | <p>Local Governments have indicated (in 2016) strong support for the delegation of Form 2 applications from DAPs to Local Government, where the proposed amendments are supported by the LG.</p> <p>This recommendation accords with the general principle of improving the efficiency of development application processes for both proponents and planning authorities. This recommendation links with similar principals of delegation outlined in Recommendation 4.1.3, to increase delegations to planning authorities where those authorities have the required capabilities.</p> <p>WALGA’s position (7 December 2016, State Council Full Minutes, from p.90): “2. Form 2 applications be delegated to Local Government where the proposed amendments are supported by the LG. (54% Support, 41% Support and should be a high priority). Respondents were nearly unanimous in their support for this suggested amendment, noting in their comments that this would save both time and resources for all parties.”</p>   |
| NEW | Other recommendations supported by Local Governments.   |  | <p>WALGA’s position (7 December 2016, State Council Full Minutes, from p.90):</p> <p>“8. The DoP to share legal advice with Local Government and Local Government having access to advice from State Solicitors Office. (58% Support, 30% Support and should be a high priority). Respondents noted that this would improve transparency and consistency, and would assist Local Government in advising DAP members.”</p> <p>“11. DAP Application Fees (including Form 2 apps) being revised to operate on a full cost recovery basis, taking into consideration the costs of assessing an application, hosting meetings and managing public consultation, attending SAT etc. (46% Support, 35% Support and should be a high priority). Respondents noted that Form 2 applications often require a full assessment, and as such the same amount of work as a Form 1. The current fee structure does not account for the amount of work involved. The Minister has announced that there will be changes to the DAP fee structure, however no additional information has been provided.”</p> <p>“12. Permitting Local Governments to 'stop the clock' at any time. (53% Support, 30% Support and should be a high priority). Respondents were very supportive of this amendment, but noted that there would need to be clear guidelines around the use of 'stop the clock' by Local Governments to ensure it is used only in appropriate situations. The Minister has announce that the DAP presiding members will be able to intervene in the 'stop-the-clock' process if parties disagree about the level of information that has been provided for an application.”</p> |
| 4.0 | AN EFFICIENT PLANNING SYSTEM  |  |  |

| 4.1   | Arrangement of the WA Planning System   |                     |   |
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| 4.1.1 | Provide that the PD Act be amended to delete the WAPC function s14.(a)(ii) of advising the Minister for Planning on the administration, revision and reform of legislation. | <i>No - Unclear</i> | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- There is a desire to increase capacity for the WAPC to undertake strategic planning; and</li> <li>- Rationalise and make clearer the respective roles of the WAPC and DPLH.</li> </ul> <p>The justification provided for this recommendation in the Green paper is ambiguous, making it sound like this is purely an administrative issue which should be undertaken by DPLH. The Association queries if it would just be simpler to delegate this function to DPLH, as many of the other responsibilities under this section of the Act have already been delegated to DPLH. As the rationale is not clear as to how deleting this function will improve the planning system, it is not supported.</p> <p>Should this recommendation be ultimately supported, the Association suggests that in-line with the recommendations of this Green Paper – particularly around accountability and transparency – the manner and form in which DPLH advises the Minister should be open to public scrutiny. There are clear differences in the independence of the Department when compared to the WAPC, and therefore the advice should be open to greater level of scrutiny to encourage impartial advice to the Minister.</p> <p>Based on this understanding, our position is to not support this recommendation at this time.</p> |
| 4.1.2 | Provide for a local government accreditation process.   | <i>In-Part</i>      | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The proposed Local Government accreditation process will allow for a reconsideration of delegated planning responsibilities, which may include: small lot subdivisions; structure plans; and the possibly some of the current 'optional' development applications assessed by DAPs.</li> <li>- The key elements of this accreditation process will include: having an up to date Local Planning Scheme and Local Planning Strategy; appropriately qualified planning officers and appropriate delegations to those officers.</li> <li>- Further, as part of the reform teams consultation, the Association understands that a preference exists within the reform team for some form of performance monitoring system and the provision of reasons for decisions in a particular format, would also be included in an accreditation system. It is also unclear whether the fees submitted to WAPC would be automatically included as part of the Delegation.</li> </ul> <p>The Association's support is subject to full and transparent consultation with the Local Government sector on further detail as to what this accreditation entails, the process for accreditation to occur, and in particular</p>  |

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|       |   |         | <p>what WAPC delegations could be provided to the sector. These matter would preferably be clearly outlined in the White Paper.</p> <p>With the establishment of a robust accreditation process and eventual growing comfort in the ability of Local Government to undertake these functions; the Association sees potential for future expansions of delegations to Local Government. The desire for the DPLH to become more strategic focuses, a headline of this Green Paper, offers an opportunity for Local Government to take a more leading role in a wider range of planning instruments such as: basic scheme amendments; structure plans; and larger subdivisions.</p> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p>   |
| 4.1.3 | Increase delegations from WAPC to DPLH and local government, for the purpose of the WAPC focussing on the State policy framework and regional strategic planning. | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- Accredited Local Governments should receive delegation from the WAPC to determine small infill subdivision within the metropolitan area and regional centres, and subdivision in accordance with an approved local structure plan.</li> <li>- The "Optional DAP applications" category specified within the DAP Regulations for accredited local governments could be removed, handing back determination of these applications to the local government.</li> </ul> <p>Based on this understanding, the recommendation is supported, subject to discussions with the local government sector on further detail as to what this accreditation entails (as outlined in 4.1.2).</p> <p>Consideration should also be given to extending these delegations to accredited local governments to include:</p> <ul style="list-style-type: none"> <li>- Structure Plans. Local Governments have indicated that there is scope for substantial improvement in planning processing times if structure plan responsibilities are returned to local government;</li> <li>- Scheme Amendments, which are in accordance with an approved Local Planning Strategy. Local Governments have indicated that the WAPC typically add an extra 6 months (minimum) onto a scheme amendment timeline. Therefore it would be of assistance to proponents and state and local government alike if the table on page 53 listed accredited local governments as the approval authority for scheme amendments that are in accordance with an approved Local Planning Strategy, and DPLH as having approval authority where the local government is not accredited.</li> </ul> <p>These delegations would not only improve the performance of the planning system but also tie in with the Green Paper's direction to give greater emphasis to the content, relevance, timeliness and consultation process associated with Local Planning Strategies as a leading planning document. Increasing delegations to local governments would help to avoid duplication and align with leading development assessment practices advocated for by the Development Assessment Australia, 2005: Principle number "5, a single point of assessment".</p> |

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|       |  |         | Reference: Development Assessment Forum (2005) <i>A Leading Practice Model for Development Assessment in Australia</i> , <a href="https://www.planning.org.au/documents/item/6876">https://www.planning.org.au/documents/item/6876</a> , p.13.   |
| 4.1.4 | <p>Provide for the PD Act to be amended to:</p> <p>i Revise the membership of the WAPC to 5-7 members to have experience, skills or knowledge of any one or more of the following fields—</p> <p>planning, including strategic land use planning in metropolitan or regional areas</p> <p>infrastructure planning, delivery, policy and strategy</p> <p>public administration and public policy</p> <p>property development</p> <p>housing supply</p> <p>corporate or public sector governance</p> <p>economics, finance or financial management</p> <p>management of business or commercial ventures</p> <p>local government.</p> <p>ii Remove committees of the WAPC from Schedule 2, in favour of an ability for the WAPC to establish committees to advise the Commission on any matter, recognising the Statutory Planning Committee and Executive, Finance and Property Committee carry out core functions of the WAPC and will be required immediately under this new system. A committee would consist of at least one member of the Commission who is to be the chairperson of the committee.</p> | In-Part | <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- While the role and purpose of the WAPC will not change, there exist a need to reform its membership to ensure effective and efficient decisions are taken;</li> <li>- The membership of the WAPC of public sector CEOs has become problematic as the purpose of their membership being as an independent advisor to the Minister for Planning has largely been eroded;</li> <li>- The intention is for Local Government representation to be retained on the WAPC; and</li> <li>- Significant changes to the way Committees of the WAPC are formed is proposed.</li> </ul> <p>This recommendation provides a similar structure to a Management Board, however there are 9 suggested field of expertise and only 5-7 positions, therefore, therefore there may not be appropriate representation given to Local Government if the number of members is reduced under the number of ‘experts’ being required. This may need to be reviewed before full supported is provided.</p> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>As it stands the current provisions under Part 2, Division 1, Section 10, Clause 10(1) of the PD Act provide a more expanded skillset (environmental conservation, community services, heritage and indigenous interests) for membership of the WAPC. The membership of the WAPC, as proposed by this recommendation, should not be limited to those in fields only related directly to development, and should include the existing provisions to ensure a holistic approach to planning is achieved.</p> <p>White Paper, to clearly identify what the committees had been tasked with, and whether their abolition will result in a possible policy gap for the WAPC.</p> <p>The Association supports the removal of committees from Schedule 2; however, the ability to establish committees, under Part 2, Division 1, Section 10, Clause 14(K) of the PD Act, should be at the discretion of the Minister, on the advice of the WAPC. The WAPC would provide justification as to the role, objectives and membership of any Committee and then make a recommendation to the Minister for approval.</p> <p>Further, any proposal to establish a Committee should be open to a period of public comment in line with the principles of transparency and accountability weaved through this Green Paper.</p> <p>The Association supports the retention of two (2) representatives from Local Government, being made up of one (1) from within and one (1) from outside the metropolitan region.</p> <p>The Association supports the proposal to alter the membership of the WAPC by removing eight (8) public sector chief executives. The inclusion of such individuals reduces the ability of the WAPC to act in an independent manner to the Minister for Planning.</p> |

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|       |  |         | The change to the committee structures is supported as District and Regional committee have not operated for many years.   |
| 4.1.5 | The role and purpose of a Coastal Planning Committee be reviewed, and consideration be given to the most appropriate host organisation and regulatory framework for the Committee. | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The Coastal Planning Coordination Council (CPCC) does not currently meet as is required by the <i>Planning and Development Act 2005</i>. However the committee's chairperson maintains their position as a commissioner on the WAPC.</li> <li>- The reform team recognises that this committee potentially has an important role and may need to be retained. However the function, hosting and regulatory framework for this committee should be reviewed.</li> <li>- Based on this understanding, our position is to support this recommendation, subject to the conditions outlined below.</li> </ul> <p>WALGA concurs that this committee has an important role within Western Australia's planning system. Coastal hazards such as storm erosion, shoreline recession and temporary coastal flooding are a significant issue for Western Australia, as noted in the <i>WA Coastal Zone Strategy (2018)</i> and <i>State Coastal Planning Policy (2013)</i>. These coastal hazards will make the task of assessing development proposed in hazard areas and identifying appropriate management and planning responses, a challenging task which may be beyond the skill-set of many local governments.</p> <p>Currently, local governments can seek advice from various government departments and independent consultants to assist with these decisions. However there is potential for this advice to be inconsistent and conflicting. Most Australian states have specialist bodies who can provide multi-disciplinary advice to local governments in these situations (e.g. NSW Coastal Council, SA Coastal Protection Board, and Victorian Catchment Management Authorities).</p> <p>The former Minister stated that the function of the CPCC has been replaced by the Coastal Management Advisory Group (CMAG) (see Parliamentary Debates, Legislative Council, 15 September 2016). WALGA disagrees that the CMAG adequately replaces the CPCC. First, Local Governments cannot seek advice from the CMAG. Second, the CMAG is a body of government officers who do not necessarily have the required specialist technical expertise. For example, the equivalent bodies in other states consist of highly experienced technical experts from a variety of different fields.</p> <p>Local Governments have indicated that a multi-disciplinary referral body is likely to help improve the quality of decision making, and consistency across jurisdictions, in what will become an increasingly complex and contested planning matter given current sea level rise projections. For example, many Australian states (e.g. New South Wales, Queensland, Victoria, South Australia) and international states (UK, California, North Carolina, Texas, Hawaii, Oregon) have enacted coastal planning and management specific legislation and a governing commission to help govern coastal lands. It is likely that similar arrangements will be needed at some point in the near future in Western Australia.</p> |

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|       |   |         | <p>WALGA is unable to provide its full support of this recommendation until further information is provided. We suggest that the White Paper includes the following information:</p> <ul style="list-style-type: none"> <li>- The White Paper acknowledges that the absence of a multi-disciplinary coastal planning and management referral body is a significant gap in Western Australia, compared with other states, and that Local Governments recognise the importance of a body that can provide high level technical advice regarding development proposed in coastal hazard areas, where requested.</li> <li>- The White Paper includes a terms of reference to guide the review of this committee, including a review of the committee's functions and memberships, in consultation with Local Governments.</li> </ul> |
| 4.1.6 | Revise the Service Delivery Agreement between the WAPC and DPLH to accord with the revised roles of the WAPC and DPLH.  | Yes     | The Association has no further comment on this proposal.   |
| 4.1.7 | Provide for new positions to be created to enable DPLH to recruit senior and experienced town planners to undertake strategic planning and policy development for the WAPC. | Yes     | The Association has no further comment on this proposal.   |
| 4.1.8 | The DPLH and WAPC establish a protocol for the engagement of non-public sector expertise in the scoping and development of policies.  | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The DPLH and WAPC will establish a process for wider engagement with non-government sectors at the early stages of policy development.</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. This support should be read in conjunction with the commentary below.</p> <p>More detail is required before the Association is in a position to fully support this recommendation.</p> <p>The WAPC may also wish to consider developing a dedicated fund through which academic research, on topics directly related to the Stage Government's strategic direction, can be funded through.</p>   |
| 4.2   | Process Efficiency for Planning Proposals   |         | <i>Not a lot to offer on this section with analysis / investigation.</i>   |
| 4.2.1 | A Planning Reform Team be retained by DPLH to implement proposals arising from the planning review and ongoing reforms to the Western Australian planning system.           | Yes     | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The DPLH will retain a Planning Reform team within its internal structure with the aim to implement proposals arising from this and future planning reviews.</li> </ul> <p>Based on this understanding, our position is to support this recommendation. This support should be read in conjunction with the commentary below.</p> <p>A Reform team to oversee the implementation of the reforms is paramount, to ensure consistency and prioritisation of the reforms occurs, and as such this recommendation is supported by the Association.</p>   |

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|       |  |         | <p>Although not mentioned in detail in the Green Paper, it would appear that previous planning reform proposals lost momentum after their initial launch. Arguably this has occurred due to the various reforms being actioned by different branches of DPLH. This has led to ‘reform creep’ where the original objectives or proposal seemed reasonable and were supported by many stakeholders, however, as the reform was being implemented, the goal posts shifted.</p> <p>The Association highlights the establishment of DAPs as a pertinent example. The original proposal for DAPs was similar to the NSW system (at the time), only state or strategic proposals would be considered by a DAP, but by the time the regulations were prepared, the original intent had been lost and the removal of the local government sector from the decision making process for many local projects occurred, and even subsequent reforms to DAPS have only refined the system, not reviewed the original principles of this reform measure. This example highlights the need to ensure that the reforms are undertaken in a logical and fully consultative manner will ensure the best uptake of the proposed reforms.</p> <p>Lastly, the Association sees merit in a change of language on reform; it might be the appropriate time to stop talking ‘reform’ as it implies the whole system needs an overhaul. Reports from around Australia have indicated that the fundamentals of the WA Planning system are sound, the system, arguably, is just in need of a few ‘improvements’ and ‘realignments’.</p>  |
| 4.2.2 | A framework for referral of planning applications, to be incorporated in regulations as appropriate. | In-Part | <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The DPLH will develop clear guidance, through a framework, on how, when and why referrals to State Agencies and utility providers should be undertaken.</li> </ul> <p>Based on this understanding, our position is to support this recommendation. This support should be read in conjunction with the commentary below.</p> <p>The Association strongly supports the intent of this recommendation.</p> <p>Delays in development assessment due to late or absent referral responses is a constant complaint from the Local Government sector. Unfortunately the Local Government Sector generally shoulders the blame for these kinds of delays, when a significant amount of time that is taken up is waiting for the referral agency to provide a response.</p> <p>For this recommendation to be of greatest utility it will be important to specify time frames and expectations in referral agencies as is the case in the Queensland planning system. Consideration should also be given to requiring a referral fee direct to the agencies in certain circumstances as this would likely assist in the appropriate resourcing of the agency to manage the referrals. This already occurs in South Australia.</p> <p>Lastly it should be noted that in some situations that decisions under the Planning and Development Act do not bind other state agencies, and even with the existence of a more refined and robust referral process, the determination of the planning authority can still be hampered by such actions.</p> <p>Therefore the exact detail of this recommendation should be expanded, as the wording is perhaps too vague and the justification too short to ensure that any new referral system is all encompassing. Lastly, the wording</p> |

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|       |   |         | <p>'as appropriate' requires clarification, it is unclear if this means only some timelines will be included, or only to certain agencies?</p> <p>The following information should be considered for inclusion in this recommendation as part of the White Paper:</p> <ul style="list-style-type: none"> <li>- Referral requirements for planning applications should be included in the regulations. Clear guidance on when to refer, the length of the referral period, and the purpose of the referral should be given;</li> <li>- Clear guidance in the proposed framework on what a referral agency or individual can expect; and</li> <li>- Referral timeframes should be generally consistent across all state government departments, and should be reduced to 21 days.</li> </ul>   |
| 4.2.3 | As an interim arrangement, the DPLH Independent Planning Reviewer be available to assist on issues regarding referral for WAPC matters. | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- This recommendation would create an interim body called the DPLH Independent Planning Review; and</li> <li>- This body would act as an intermediary where a referral agency has failed to come to a reasonable position.</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>The Association supports the principle of developing an interim body, prior to any substantive changes to the regulation occurring, to mediate disputes between an applicant and a referral body.</p> <p>However, due to the lack of detail on this proposal, and an understanding how this Reviewer would compel other State Agencies to 'come to the table', the Association is unable to offer its full support for this recommendation at this time.</p> |
| 4.2.4 | Provide in regulation that an applicant may seek pre-lodgement advice for development applications.                                     | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- A formalised process for pre-lodgement advice will be incorporated into the LPS Regulations; and</li> <li>- Local Government will be able to charge a commensurate fee for this service.</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>This proposal is generally welcomed by the Local Government sector. It is reflective of the fact that for many Local Governments this is a process that already occurs before an application is lodged. However at present time pre-lodgement advice is not a matter that the Local Government can charge a fee for service, therefore, this portion of the recommendation is welcomed.</p>  |

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|       |   |             | <p>As mentioned at the beginning of this submission the fees and charges must be reviewed as a first priority due to the massive loss of income that local government has incurred since 2013, while at the same time many other State Government agencies fees and charge have risen significantly.</p> <p>For those Local Governments who have small planning teams, or no planning staff only a consultant to assist in planning matters, this recommendation may be an unrealistic expectation.</p> <p>The Association would recommend that consideration be given to Local Government capacity when considering the wording of any proposed regulation, particularly as to whether this is a 'mandatory' requirements or one in which a request from an applicant for pre-lodgement advice can 'not be refused' by the Local Government.</p> <p>There is also the potential to make exemptions for "low growth and small local governments", using the same criteria as will be required to implement Recommendation 1.3.1.]</p> <ul style="list-style-type: none"> <li>- Does this also include Design Review processes?</li> <li>- Any different pre-lodgement process as part of the DAP process?</li> <li>- Does this also include a possible pre-lodgement process for DPLH staff considering development applications? Would Local Government be then asked to pay for advice?</li> </ul> <p>Consideration should also be given for Local Government to be able to determine fees / charges under s.6.16 for provision of pre-lodgement advice.</p> |
| 4.2.5 | Development Assessment Guidance be published by DPLH in consultation with local government and industry bodies. | No, Unclear | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- It contemplates the development of a 'guide' developed by the DPLH with an aim to standardise the procedures a Local Government would follow on the lodgement of an application for development; and</li> <li>- This would be based on the Queensland's 'Development Assessment Rules' document</li> </ul> <p>Based on this understanding, our position is to not support this recommendation.</p> <p>The Green paper has not clearly articulated the purpose for such a document and as such it is unclear how this 'guidance' would differ in substance from the documents and flow charts that the WAPC/DPLH already published. The Queensland Development Assessment Rules are a document created under Part 4 s.68 of Planning Act 2016 (QLD), these rules provide the basics of the process that should occur for development approval. The Western Australia planning system provides similar uniformity through Part 7 Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015. It is hard to understand, on the evidence provided, how the publication of a standalone Development Assessment Guidance will improve the legibility of the planning system.</p>   |
| 4.2.6 | Provide in the LPS Regulations that a local government must advise an applicant within 10                       | No, Unclear | <p>WALGA's understanding of this recommendation is that:</p>   |

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|  | <p>business days of receipt of a development application whether additional information is required.</p> | <ul style="list-style-type: none"> <li>- The LPS Regulations be modified to mandate a maximum of 10 days in which a Local Government can request additional information from a proponent.</li> </ul> <p>Based on this understanding, our position is to not support this recommendation.</p> <p>The proposed ten (10) day request for further information is unrealistic and generally inconsistent with the manner in which Local Governments determine what additional information is required from a proponent post lodgement. Placing an arbitrary deadline on Local Governments will not aid in the making of effective and accurate decisions, nor give the community a level of comfort in the transparency of the planning system.</p> <p>Further to this, the Green paper has not substantiated the case for this recommendation; only 'one example' is provided and this does not form a strong enough base of evidence to implement such a major change (Page 57 of the Paper). In reality the vast majority of Development Applications are assessed and a decision made within the statutory timeframes. WALGA's Local Government Performance Monitoring project indicates that statutory timeframes were met for 96% of applications assessed by the respective Local Governments.</p> <p>It appears that the Green paper utilises the Queensland Governments 'Development Assessment Rules' document as a basis for this of this recommendation. It should be noted that this document states in part 1.2 that:</p> <p>The assessment manager must determine, within 10 days starting the day after the assessment manager receives the application (confirmation period), if the application is a properly made application.</p> <p>This 'confirmation period' as Division 5 S.51 of Planning Act 2016 (QLD) amounts to an clerical assessment of the application and ensure compliance with matter such as: payment of the appropriate fee, application on the correct form; that the owner has consented to the proposal; and that the proposal is not one that requires environmental approval. This 'confirmation period' in no way relates to the provision of additional information of the manner alluded to in the Green Paper.</p> <p>Also of importance is the need to consider the scalability of this proposal. Ten (10) days is an unfathomable timeframe for small Local Governments, who often have small planning teams or rely on external consultants for their planning advice. If this proposal goes forward into the White Paper, consideration should be given for exemptions for "low growth and small local governments", using the same criteria as will be required to implement Recommendation 1.3.1.</p> <p>There is also no mention of the introduction of similar provisions that exist within the Building for 'Stop the Clock' provisions when seeking this additional information, nor specifying a timeframe for which the applicant needs to provide the further information (28 days in the Building Act). There are many applications that are submit with missing or incomplete information and can sit for months waiting for the owner/applicant to provide the additional information, therefore the time requirements should not just be on the assessor, there should be equal responsibility being placed on lodgement of a complete application, and timeframe for the follow up information being provided in a timely manner too.</p> |
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|       |  |         | Due to the uncertainty of this proposal the Association is not in a position to support this recommendation in its current form.   |
| 4.2.7 | Provide a procedure for local government and developer proponents to agree upfront the scope and content of a local structure plan with the DPLH and other agencies as appropriate.  | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- Formalises pre-lodgement arrangements for Structure Plans between the Local Government and the developer; and</li> <li>- This process will culminate in the agreement of the scope and content of a Structure Plan</li> </ul> <p>Consideration should be given to guidance on the scalability of those agreed scope of works, ensuring that a full structure plan process isn't required for small sites, and/or areas with limited constraints (and not just the regional locations).</p> <p>The Association seeks clarification on whether this process is a matter that would fall under 1. Preliminaries – Schedule 4 Planning and Development Regulations 2009.</p> <p>Based on this understanding, our position is to support this recommendation in part.</p>   |
| 4.2.8 | Provide in the PD Act that the implementation section (part one) of approved structure plans and activity centre plans are to be read as part of the scheme and have the "force and effect" of the scheme.   | Yes     | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The P&amp;D Act will be modified in a manner that allows the implementation section (part 1) of a Structure Plan or Activity Centre Plan be read as part of a Local Planning Scheme, with the 'force and effect' of the scheme.</li> </ul> <p>The recent Planning and Development Regulations in 2015 compromised the validity of the structure planning process, to the detriment of the planning framework, therefore, this change is supported.</p> <p>Based on this understanding, our position is to support this recommendation.</p>   |
| 4.2.9 | Provide in the LPS Regulations that local government may refuse to progress a local structure plan or activity centre plan and amendment, if it is of the view that the proposals lacks sufficient planning merit. The amendment should also include ability for a proponent affected by such a decision to seek the views of the WAPC and the power for the WAPC to direct a local government to progress a proposal. | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The proposal seeks to return the power of a Local Government to refuse to progress a Structure Plan that is not have adequate planning merit; and</li> <li>- The WAPC would be provided with the power to compel a Local Government to progress a Structure Plan proposal.</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>The Association supports the first part of the recommendation. The ability for Local Governments to refuse to initiate an improperly prepared or structure plans that do not facilitate the orderly and proper planning of the district is vital.</p> <p>This change would see a return to the previous manner in which Structure Plans initiations were handled by Local Governments. The advent of the current Structure Plan assessment framework, implemented as part of</p> |

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|        |  |         | <p>the Local Planning Schemes Regulations 2015 have been tumultuous for many Local Governments. The devaluing of Local Governments role in assessing and approving Structure Plans, combined with change in status of Structure Plans to 'due regard' documents, has resulted in a system that has led to poorer outcomes on the ground and an erosion of the communities faith in Structure Plans as an effective planning instrument.</p> <p>The second portion of the recommendation in relation to the powers of the WAPC to compel a Local Government to progress a Structure Plan – it is not clear how the process would be any different to the Section 76 process that currently exist for the Minister for Planning. The justification of an additional power to compel Local Government should be further justified, particularly with regard to the existing powers of the WAPC and the Minister.</p>  |
| 4.2.10 | Provide for development contribution plan cost and cost contributions schedules to be included as a schedule in Local Planning Schemes.  | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- Concerns exist within the development industry around the accountability and due process of development contribution plans; and</li> <li>- There is a suggestion that cost of infrastructure items be included within a Local Planning Scheme.</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>Development contribution plan schedules within a Local Planning Schemes generally include costs of the items but should include:</p> <ul style="list-style-type: none"> <li>- Infrastructure and administrative items;</li> <li>- Method for calculating contributions;</li> <li>- Period of operation; and</li> <li>- Review process.</li> </ul> <p>Costs are generally reviewed by the Local Government yearly, in-line with best practice, to ensure an accurate assessment of liability can be rendered.</p> <p>Further, the Green Paper doesn't specifically make mention of any of previous suggestions for a review of the entire Development Contribution Plan framework, it only picks three possible improvements. As such it is hard to see the solutions as comprehensive.</p> |
| 4.2.11 | Establish a Development Contributions Infrastructure Panel to review proposed Local Planning Scheme amendments that include Development Contribution Plans, with the cost of the review to be included as a development contribution plan administration cost. | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- There is a lack of technical understanding of the operation of development contributions plans within the DPLH;</li> <li>- Due to this dearth of skill that a Development Contribution Infrastructure Panel be established to review development contribution plans on behalf of the WAPC and Minister; and</li> <li>- The cost of operating this panel be included as a scheme cost in development contribution plans.</li> </ul>   |

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|        |   |         | <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>The Association supports the establishment of a Development Contributions Infrastructure Panel.</p> <p>The Association does not support the recommendation to add the cost of operating the Panel as additional item within the development contribution plan is not supported, as this would be more administration for a Local Government to manage within this process.</p> <p>If the DPLH needs additional expertise, then resources should be provided within the existing budgeting structures of the Department, not an additional tax placed on the DCP for local government to collate and send to the Department. The existing administrative functions required to administer, audit and acquit funding for the plans is complicated, and adding yet another fee that a Local Government collates for a State Government Department is not supported.</p>  |
| 4.2.12 | <p>Provide for in the PD Act an ability for the Minister for Planning to:</p> <p>i require a special report from a local government on the operation of a development contribution plan</p> <p>ii instruct a local government to take particular actions for the administration of a development contribution plan.</p> | In-Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- There is concerns within the development industry around the accountability of how some monies collected as part of a development contribution plan are spent;</li> <li>- It supports the amendment to the P&amp;D Act to give powers to the Minister to order a Local Government to prepare a special report on the operation of a development contribution plan; and</li> <li>- The Minister be given power to instruct a Local Government to take a particular action for the administration of a development contribution plan.</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>The Association generally supportive of the broad concept put in this Recommendation. However, no convincing argument has been articulated that explains why amending the P&amp;D Act is the most appropriate mechanism for this new requirement.</p> <p>As with other 'call in powers', the rationale around when and why the Minister can exercise this power is not clearly stated. Further, as has been seen with other similar powers, the rationale for use of said power can be expanded over time, beyond the original rationale for its implementation (see WALGA's report on section 76 call in powers for Scheme Amendments).</p> |
| 4.2.13 | <p>Provide in the LPS Regulations for a voluntary 'deemed-to-comply' check for single houses and provide in the P&amp;D Regulations a specified fee for the service.</p>  | No      | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- It would lead to the establishment of a 'deemed-to-comply' check for single houses</li> <li>- This check would be lodged with the Local Government for review, and that the result would be formal advice on whether a proposal for a single house requires a Development Application or not; and</li> </ul>  |

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|        |   |         | <ul style="list-style-type: none"> <li>- The LPS Regulations be amended to establish a fee chargeable for this service.</li> </ul> <p>Based on this understanding, our position is to not support this recommendation.</p> <p>As stated at the beginning of this submission, the Green Paper does not review the current LPS Regulations on whether the 4 pages of single house ‘exemptions’ are actually appropriate. Hence, this should be checked, before any additional layer is placed over a system that has been complicated by these State introduced deemed provisions for single houses.</p> <p>Some of the assumptions in the justifications (page 61) are based on greenfields development where minor RCode variations are already being dealt with quickly through most Building Departments, the justification does not consider infill situations, where the location of windows, balconies and wall heights might be considered ‘minor variations’ but could have a significant impact in infill areas. ‘Minor’ is also not defined.</p> <p>Further consultation with both Planning and Building Departments is required before embarking on any ‘deemed to comply’ check, particularly in the absence of any ownership or training of the RCodes from the Department. Until a consistent training program is provided, and the Department is able to provide ‘interpretation’ of the RCodes, then incorporating the check into the deemed to comply regulations will only cause more confusion and variation of interpretations that Industry, State and Local Government current have.</p> <p>It is also recommend that the ‘fee for service’ \$value not be mandated in the PD Regs, but rather as a local government cost recovery in accordance with s.6.16 and 6.17 of the LG Act.</p> |
| 4.2.14 | Provide in the LPS Regulations and R-Codes a fast-track 30-day planning approval process for single house applications that require only minor variations to the R-Codes. | No      | <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- It proposes to alter the period that a Local Government has to assess a Development Application for a single house that does not meet the ‘deemed-to-comply’ requirements of the R-Codes;</li> <li>- It is proposes to alter the LPS Regulations to set-out what is, in the instance described above, a minor variation to the ‘deemed-to-comply’ requirements of the R-Codes for a single house; and</li> <li>- Modifications be undertaken to the LPS Regs to reduce the time period for making a determination for such a minor variation to 30 days.</li> </ul> <p>Based on this understanding, our position is to not support this recommendation.</p> <p>As stated in 4.2.13, a proper review needs to consider the existing mechanisms in the ‘deemed provisions’ where they relate to single house exemptions, and whether they are working and appropriate, prior to layering additional fast tracks into the planning framework.</p> <p>Again, without training both the Industry and Local Government, the ‘minor’ variations will have numerous interpretations.</p>  |
| 4.2.15 | A framework for “Basic”, “Standard” and “Complex” streams for region scheme   | In-Part | <p>WALGA’s understanding of this recommendation is that:</p>  |

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|       | amendments, Local Planning Strategies and amendments, and local structure plan/activity centre plans and amendments be developed by DPLH for implementation through regulation.   |         | <ul style="list-style-type: none"> <li>- There is a desire to create a ‘track-based’ approach to all strategic planning instruments;</li> <li>- This would involve three levels of ‘track’: Basic, Standard, and Complex; and</li> <li>- This approach has been modelled on the ‘track-based’ pathways that are currently used in the Scheme Amendment process.</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>It is the view of the Association that further details are needed to explain the extent of this proposal, however, the overall concept seems reasonable. The proposed basis for the three ‘tracks’ articulated in the Green paper are consistent with the three ‘tracks’ provided for in the LPS Regulations for Scheme Amendment, however, Without further detail of what types of proposals might be Basic, Standard, or complex it is difficult to provide a more informed response.</p> <p>Should this proposal progress, the White Paper should articulate the following:</p> <ul style="list-style-type: none"> <li>- The types of proposals that would fit within each ‘track’;</li> <li>- The timeframes for assessment, and form of consultation within each ‘track’ by application type; and</li> <li>- How the WAPC will delegate decision making for each ‘track’ by application type.</li> </ul> |
| 5.0   | PLANNING FOR CONSOLIDATED AND CONNECTED SMART GROWTH  |         |  |
| 5.1   | Planning for Targeted Urban Infill  |         |  |
| 5.1.1 | That the State Government develops clear arrangements for the planning and delivery of the key urban infill locations of activity centres, urban corridors and station precincts, including prioritising of areas which require State and local government collaboration. | In-Part | <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- It is in response to the variety of planning mechanisms in which the planning of urban in-fill developments takes place;</li> <li>- There is a need to rationalise this system to improve its legibility and to assist in the assembly of legible and consistent planning outcomes.</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>This recommendation is generally supported; the planning framework related to the delivery of urban infill housing and has become overly complicated. While this may have facilitated Local Government in finding the ‘best-fit’ solution to their local area, it has arguably also hindered achievement of in-fill housing targets.</p> <p>Whilst it is appropriate to cite recent examples of precinct planning in Victoria and New South Wales as examples of more coordinated precinct planning; it is equally as important to recognise the growing disquiet in many communities around these initiatives. Experiences in New South Wales shows the potential risks of</p>   |

|       |   |         |  |
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|       |   |         | <p>such approaches, with growing local opposition, largely centred on the ‘loss of local character’. By in from the local community is vital in ensuring community acceptance and understanding of the need for such changes.</p> <p>The development of consistent planning arrangements in urban in-fill sites should be guided by overarching principles that any proponent must follow. These could speak to both the need to be consistent with the State strategic direction and the proposed Smart Growth State Planning Policy, as well as clear expectations around community engagement and protection of local character.</p> <p>The earlier recommendations in this Green Paper talk to the reinvigorated role Local Housing Strategies should play in the planning system. Tie in between Local Housing Strategies and any coordinated planning framework around urban ‘in-fill’ housing sites is vital in ensuring policy ‘line-of-sight and the delivery of the State Governments strategic vision for Perth.</p> <p>Lastly, There may still be cases were specific ‘bespoke’ planning approaches are required in the planning of urban ‘in-fill’ sites. Any planning arrangements developed by the State Government should be developed in a manner that facilitates this were deemed necessary.</p> <p>The White Paper includes a funding program to help Local Governments undertake community engagement processes which result in outcomes that are representative of the entire community. These processes can be costly; however, are more likely to provide a rigorous basis for decision making and the identification of true community values that are representative of the entire community; and ensuring the preservation of local character.</p> <p>Secondly, the White Paper should more clearly explains how these reforms will help to ensure the preservation of local character.</p> |
| 5.2   | Updating Growth Management Policies   |         |  |
| 5.2.1 | A new Consolidated and Connected Smart Growth State Planning Policy that builds on the State Government’s METRONET policy and establishes contemporary smart growth principles and practices. | In-Part | <p>Comments on this recommendation should be read in conjunction with comments on recommendations 2.2.1 and 5.7.1.</p> <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- A review of State Planning Policy 3 – Urban Growth and Settlement, and Development Control Policy 1.6 – Planning to Support Transit Use and Transit Oriented Development be undertaken.</li> <li>- These reviews seek to incorporate the principles of METRONET, namely smart growth principles, for wider application</li> </ul> <p>Based on this understanding, our position is to support this recommendation in part. The qualification for this support is articulated in the commentary below.</p> <p>Recommendation 2.2.1 talks to the need to simplify the SPP framework into one consolidated document. Further Recommendation 5.7.1 promotes the idea that Liveable Neighbourhoods being elevated to the status of a SPP, with a more refined focus on neighbourhood design.</p>  |

|       |  |     |  |
|-------|--|-----|--|
|       |  |     | <p>Considering the principles of Liveable Neighbourhoods and Smart Growth are strongly aligned, the creation of a new standalone SPP related to Smart Growth seems superfluous.</p> <p>Arguable the principles of Smart Growth apply to both greenfields and urban in-fill sites. Therefore in line with the common theme of simplifying the planning system, it would seem logical for the consolidated SPP framework to have common Smart Growth principles and objectives for all urban development. Liveable Neighbourhoods and a new document focusing on the arrangements in urban in-fill sites would then form the 'technical guidance' outlined in Recommendation 2.2.1.</p>  |
| 5.3   | Planning for Land Use and Infrastructure Coordination  |     |  |
| 5.3.1 | The WAPC to assist with land use and infrastructure coordination for the delivery of priority precincts through a renewed Committee. | Yes | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The WAPC will take a more active role in the coordination of infrastructure and land-use planning, particularly in urban in-fill areas, through the renewal of the Infrastructure Coordinating Committee.</li> </ul> <p>Based on this understanding, our position is to support this recommendation. This support should be read in conjunction with the commentary below.</p> <p>The Association fundamentally supports the reinvigoration of the Infrastructure Coordinating Committee (ICC), or similar body, with a stated aim to coordinate the State's strategic infrastructure.</p> <p>As it stands the effectiveness of the ICC and the Infrastructure Steering Group (ISG) is difficult to gauge. The agendas and minutes of both the ICC and ISG do not appear to be available online; while the frequency of meeting and participation rate from members, sourced from various WAPC annual reports, indicates a lack of buy-in from the various agencies involved.</p> <p>It would also appear that the majority of the functions off the ICC related to the coordination provision of infrastructure for land development have been delegated to the ISG. With the implementation and cross government engagement of this coordination now falling to the ICC Senior Officers Group. This convoluted framework appears to be at odds with the stated aim of the WAPC to reform the structure and clarify the role of the ICC.</p> <p>The WAPC's 2015/16 Annual Report made the following statement with regard to the ICC:</p> <p><i>'During 2015/16, reforms have been underway with the role of the Infrastructure Coordination Committee (ICC). It is being made smaller and more tightly focused on infrastructure issues of strategic importance to Western Australia's economy and government.'</i></p> <p>It would appear that this streamlining has not occurred, and no significant reforms have taken place to the structure and function of the ICC in recent years. It should be noted that this information is hard to verify due to the outdated nature of the information on ICC section of the DPLH's website.</p> |

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|       |   |         | <p>It is clear that a thorough and forthright review of the ICC is required to ensure that the appropriate coordination of State significant infrastructure and land-use planning can be undertaken in an efficient and accountable manner in Western Australia.</p> <p>The Committee should include members from relevant State Government Departments related to infrastructure, and the Department of Finance, but in a number less than the current 20. It is also recommended that representatives from the Local Government sector be included on the Committee. The agendas and minutes of the ICC and any subsidiary body should be made available to the public to increase transparency, and that standard reporting regimes be created for the WAPC annual report to allow comparisons of the functions of the ICC across a longer time period.</p>   |
| 5.4   | Coordinating State Infrastructure with Regional Rezonings   |         |  |
| 5.4.1 | Provide in the Metropolitan Region Scheme an "Industrial Deferred Zone".  | In Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The WAPC will by way of a modification to the Metropolitan Region Scheme create a new zone named: '<i>Industrial Deferred Zone</i>', and that this zone will function in a manner similar to that of the same name in the Greater Bunbury Region Scheme.</li> </ul> <p>Based on this understanding, our position is to support this recommendation subject to modification. The suggested modification is outlined below.</p> <p>The Association supports consistency of zones across all region planning Schemes.</p> <p>It should be noted that while the Greater Bunbury Region Scheme includes an 'Industry Deferred' zone, the Peel Region Scheme does not.</p> <p>The Recommendation should be amended to support the inclusion of an 'Industrial Deferred Zone' in both the Metropolitan and Peel Region Schemes.</p> |
| 5.4.2 | The WAPC to ensure that any requirements for State infrastructure are in place in the lifting of Urban Deferment or Industrial Deferment, and that the draft Guidelines for Lifting of Urban Deferment 2017 be amended accordingly. | Yes     | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The 'Guidelines for lifting of Urban Deferment' be updated to clarify the WAPC's expectations around infrastructure arrangements being in place for State infrastructure prior to lifting any deferment.</li> </ul> <p>The Association supports the view held by many Local Governments that the current arrangements around the provision or planning for State infrastructure, in areas transitioning to Urban or Industrial, is insufficient. Based on this understanding, our position is to support this recommendation.</p>  |
| 5.5   | Coordination of Infrastructure for Land Development   |         |  |

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|-------|--|---------|--|
| 5.5.1 | Provision be made for advice on the forward planning of State infrastructure, including utility providers to assist local governments in the preparation of Local Planning Strategies and structure plans.   | In Part | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- There is a desire for information held by utility providers to be more readily shared with Local Government where a strategic planning exercise is being undertaken.</li> <li>- That this approach to strategic planning stymies the orderly and proper programming of development.</li> </ul> <p>The timely provision of forward infrastructure planning will greatly assist Local Governments in efficiently planning for growth in their localities.</p> <p>Second to this, there must be clear communication of information back up to state utilities and infrastructure providers on where new development areas or urban in-fill areas are proposed in Local Planning Strategies and Housing Strategies. It should be recognised that where Local Governments are undertaking to open up a new urban in-fill housing precinct, that this is in response to the State Governments strategic vision. Additional buy-in from infrastructure providers should recognise this and ensure that their medium and long-term plans provide some priority to plans that further the overarching State Government vision for Perth.</p> <p>Lastly, provision should be made to allow Local Government access to the State Government's utility provider's long term infrastructure planning data sets. Access to such information will greatly facilitate planning for both urban in-fill and greenfield sites, as well as ensure efficient and effective infrastructure provision occurs at all levels of government.</p> <p>Based on this understanding, our position is to support this recommendation in part.</p> |
| 5.6   | Coordination of Land Use and Transport for Corridor Development  |         |  |
| 5.6.1 | The MRS be updated to include "Urban Corridor" as a category of Reserved Roads based on Perth and Peel @ 3.5 Million, with the Department of Transport being made responsible for coordinating a whole of transport portfolio response to planning proposals along the corridor. | Yes     | <p>WALGA's understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- For those roads identified in the Central Sub-Regional Planning Framework as 'Urban Corridors', that overarching responsibility for the transport planning of these corridors be managed by the Department of Transport. That this recommendation would see a transfer of responsibilities from both Main Roads, the WAPC, and Local Government.</li> </ul> <p>Based on this understanding, our position is to support this recommendation. This support should be read in conjunction with the commentary below.</p> <p>The planning of urban corridors has been hampered by the competing interest of Main Roads, being the need to ensure efficiency (continuous vehicle flows) in the road network, and that interest seemingly having primacy over other factor. Local Governments are invested in the development of economically and culturally successful urban corridors and activity centres. These aims can at times be in direct conflict with the stated aims of Main Roads. Under the current legislative framework matters such as: access, traffic speeds,</p>   |

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|       |   |         | <p>pedestrian crossing points, and intersection treatments on many urban corridors are wholly in the purview of Main Roads.</p> <p>The proposal to allocate the planning of urban corridors to the Department of Transport has merit under the circumstances noted above. The Department of Transport, in their stated aims, takes into consideration a wider range of transport modes when determining their approach to the planning of an area. This in turn leads to a more balanced approach to the planning of activity centres and corridors, and greater consideration of matters that are generally the concern of Local Government and residents.</p> <p>Further, it should be noted that Main Roads would likely retain control over traffic light locations, line markings and other matters that would still allow them considerable control over how an urban corridor would form. This control would also extend to the road network adjoining urban corridors and activity centres. When determining to shift responsibilities in this manner, it is vital that a clear understanding of the roles and responsibilities of the varying agencies.</p> <p>Lastly, transport related matters should be resolved in overarching Activity Centre or Structure Plans, prepared by the relevant authority - in consultation with Local Governments, the community and service providers for the corridors – prior to the final determination of the corridor road reservation width. This planning should be consistent with the proposed Consolidated and Connected Smart Growth State Planning Policy and the arrangements outlined in Recommendation 5.1.1 of this Reform Paper.</p> |
| 5.6.2 | A review be undertaken of regional road reservations in place to accommodate road widenings within the Metropolitan Region Scheme for designated Urban Corridors. | In-Part | <p>WALGA’s understanding of this recommendation is that:</p> <p>There has never been a comprehensive review of regional road reservations undertaken within the Metropolitan Region Scheme. While reviews have been undertaken of many Primary Regional Road Reservations, particularly within the central metropolitan planning region, there exists many inconsistencies across the Metropolitan Region Scheme.</p> <p>Based on this understanding, our position is to support this recommendation, subject to the conditions outlined below.</p> <p>Any comprehensive review of the current road reservation widths that are identified as Urban Corridors should be done in-parallel with detailed planning of the transport needs of each corridor. To set a widened road reservation without this understanding poses risks, and may lock the State Government into unsuitable transport options, or the need to acquire land unnecessarily.</p> <p>Any proposal to widen road reservations through urban corridors must take into consideration an understanding of how the corridor interacts with activity centres along its route so as not to interfere in the orderly planning of them. Movement across urban corridors within an activity centre, especially by pedestrians, as important as movement along the corridor.</p>   |
| 5.7   | Liveable Neighbourhoods   |         |  |

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| 5.7.1 | Liveable Neighbourhoods be elevated to a state planning policy and maintained and refined as a best-practice approach to new greenfield development at regional, district and local level, rather including it into a single Neighbourhood part of Design WA. | In-Part | <p>Comments on this recommendation should be read in conjunction with comments on recommendations 2.2.1 and 5.2.1.</p> <p>WALGA’s understanding of this recommendation is that:</p> <ul style="list-style-type: none"> <li>- The current Liveable Neighbourhoods Operational Policy will be elevate to the status of a State Planning Policy and be subject to minor refinements, which give attention to implementation. Secondly, the new State Planning Policy will operate on a reduced scope so that there is a focus on neighbourhood design in greenfields areas.</li> </ul> <p>Based on this understanding, our position is to support this recommendation, subject to the conditions outlined below.</p> <p>The underlying notion that the matters dealt with in the current iteration of Liveable Neighbourhoods should be elevated to the Status of a State Planning Policy is supported. However the Association finds contradiction in this recommendation and that of recommendation 5.2.1, which seek to develop two new standalone State Planning Policies outside the single State Planning Policy proposed in recommendation 2.2.1.</p> <p>As noted above, the principles of Liveable Neighbourhoods and Smart Growth are strongly aligned Arguable the principles of Smart Growth apply to both greenfields and urban in-fill sites. Therefore in line with the common theme of simplifying the planning system, it would seem logical for the consolidated SPP framework to have common Smart Growth principles and objectives for all urban development. Liveable Neighbourhoods and a new document focusing on the arrangements in urban in-fill sites would then form the ‘technical guidance’ outlined in Recommendation 2.2.1.</p> |
|-------|---|---------|---|

# **ATTACHMENT NO. 5**

Town of Bassendean  
35 Old Perth Rd  
Bassendean WA 6054

Document #: IAPP-14247318  
Date: 12.07.2018  
Officer: AMANDA GATERELL  
File: COUP/USAGE/6



12<sup>th</sup> July 2018

**RE: "Bassendean For Free" planned event on Sunday 18th Nov, 1-5pm  
Bassendean Seniors and Community Centre, 50 Old Perth Rd**

To whom it may concern

"Bassendean For Free" is a closed community group available to residents of Bassendean, Eden Hill and Ashfield. We provide a service to all members of the Bassendean community whereby items and services are either requested and/ or gifted (donated) for free, thereby promoting a sense of community spirit, community goodwill and mateship.

The group was created in April 2018 and we have achieved a current membership base of over 700 with a growth rate of approximately 30 new members per week. Several councillors, including the Mayor and local MP Dave Kelly, are members and amongst those who would be able to acknowledge the sense of community our group provides the residents of Bassendean, Eden Hill and Ashfield.

We are planning our second "free swap meet" event and have booked the Seniors and Community Centre for Sunday 18<sup>th</sup> November. The first event was held at the same hall on June 10<sup>th</sup> and was a tremendous success with over 100 members participating. At this event we provided a free sausage sizzle, and a huge and generous assortment of items was gifted for free. These included small furniture, a wave ski and kayak, an antique sewing machine, clothes, toys, books, bikes, bric-a-brac, plants, fruit and herbs and plastic bags! We adopt the same ethos as The Town to recycle/repurpose/reuse wherever possible and many of the items gifted are now treasured by the lucky recipients.

Due to the success of our first event, members have requested we host additional similar events. We understand there is usually a fee for hall use and very much appreciate The Town's decision to waive the hire fee for our first event on June 10<sup>th</sup>. Thank you from the Administration Team and members!

We would like to formally request free hire of the hall for Sunday 18<sup>th</sup> November and any future events we may plan thereafter, subject of course to hall availability. We plan for the event on Sunday 18<sup>th</sup> November to be a free Christmas swap meet with emphasis on family. We will invite Santa to attend and have a Christmas tree laden with free gifts for the children. Free face painting and entertainment will also be provided for the children. The rear room will be used to display the free items and gifts for the adults.

We hope you can accommodate our request for free use of the hall. All our members are residents and/ or ratepayers and we are providing a service that promotes local caring and sharing as well as local friendships.

Kind Regards

Sue Thompson and the Administration Team  
Bassendean For Free



48 Old Perth Road, Bassendean WA 6054  
 PO Box 87, Bassendean WA 6934  
 Tel: (08) 9377 8000 Fax: (08) 92794257  
 Email: mail@bassendean.wa.gov.au  
 Website: www.bassendean.wa.gov.au

## COMMUNITY FACILITY HIRE APPLICATION - CASUAL

### APPLICANT

Name of Hirer ..... Bassendean For Free  
 Contact Person ..... Sue Thompson  
 Postal Address ..... 21 Charlbury Way  
 Suburb ..... Eden Hill ..... Postcode ..... 6054  
 Phone ..... (H) 6150 9354 ..... (M) 0413 454 263  
 Email Address ..... jts.vintage@hotmail.com

Does the hirer meet the following criteria? (If so please provide copy of Certificates)

- Not for Profit
- Incorporation
- Senior Citizen Association

### FACILITY TO BE HIRED

- Alf Faulkner Hall** (Mary Crescent, Eden Hill)

| Chairs Provided | Tables Provided | Maximum Capacity |
|-----------------|-----------------|------------------|
| 150             | 20              | 189              |

- Bassendean Community Hall – Main Hall** (48 Old Perth Road, Bassendean)

| Chairs Provided | Tables Provided | Maximum Capacity |
|-----------------|-----------------|------------------|
| 175             | 15              | 228              |

- Bassendean Community Hall – Committee Room (Lesser Hall)** (48 Old Perth Road, Bassendean)

| Chairs Provided | Tables Provided | Maximum Capacity |
|-----------------|-----------------|------------------|
| 20              | 5               | 30               |

- Bassendean Memorial Library – Meeting Room 1** (46 Old Perth Road, Bassendean)  
- Projector & Screen Available

| Chairs Provided | Tables Provided | Maximum Capacity |
|-----------------|-----------------|------------------|
| 20              | 10              | 28               |

- Bassendean Memorial Library – Meeting Room 2** (46 Old Perth Road, Bassendean)

| Chairs Provided | Tables Provided | Maximum Capacity |
|-----------------|-----------------|------------------|
| 15              | 10              | 28               |

- Bassendean Senior Citizens and Community Centre** (50 Old Perth Road, Bassendean)

| Chairs Provided | Tables Provided | Maximum Capacity |
|-----------------|-----------------|------------------|
| 150             | 10              | 200              |

#### Maximum Capacity

It is an offence under Health Act 1911 to exceed the maximum capacity stipulated on the certificate of approval. If the maximum capacity is exceeded the Town will not take any responsibility for the safety of patrons.



## COMMUNITY FACILITY HIRE APPLICATION - CASUAL

### BOOKING DETAILS

- Time of hire must include set up and pack up time
- Latest finish time is 12 midnight
- Hire fees and bonds are not finalised until confirmation of booking is received in writing by hirer
- Any changes to your booking must be made in writing

Day/Date Sunday 18<sup>th</sup> November 2018  
 Start Time 1.30 - 2pm Finish Time 4 - 4.30  
 Purpose of Booking Free swap meet / community xmas party  
 Attendance Numbers 100 - 200 Type of Entertainment Santa  
 Specialist equipment you intend to use ✓

Please complete below if further casual bookings are required

| Day / Date | Start Time | Finish Time |
|------------|------------|-------------|
|            |            |             |
|            |            |             |
|            |            |             |

### HIRE CATEGORY

- General Use (Meetings etc.)
- Social Function
- Commercial (Using the Town's facilities for financial gain)

Fee charged to participants by the hirer \$.....

### LIQUOR CONSUMPTION – Council Approval Required

Will alcohol be consumed at the facility for this event?  
 (If yes, a \$15.00 liquor permit fee applies)

Yes  No

Will you be selling alcohol at the facility for this event?

Yes  No

(If yes, an application will need to be made to the Department of Racing, Gaming and Liquor. A copy of your liquor licence is to be forwarded to the Town of Bassendean 7 days prior to your booking)

### FOOD

Do you intend to sell food? No  Yes

If yes, please provide details.....

### PUBLIC LIABILITY INSURANCE

Does the Hirer have current public liability insurance?

- Yes (Please attach a copy of your certificate of currency for public liability cover)

Value \$.....

- No (Please see Conditions of Hire)

# **ATTACHMENT NO. 6**



Department of **Biodiversity,  
Conservation and Attractions**

**Rivers and Estuaries Branch  
Conservation and Ecosystem Management Division**



## Meeting Note

17 July 2018

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**Attendance:** Greg Comiskey, Suzanna Chan – DBCA  
Graeme Haggart – Town of Bassendean  
Chris Lawrence – Nature Play Solutions

**Venue:** DBCA, 17 Dick Perry Avenue, Kensington WA 6151

**SUBJECT:** Ashfield Flats/Sandy Beach Nature Playground

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**DBCA advised the following:**

- The extent of filling within flood prone areas
  - It was reiterated that DBCA is unlikely to support filling within the floodway
  - It was noted that a flood study has been undertaken and this would be provided to support the development application.
- Ensure that vegetation within the playground is native to the area.
  - Action item – DBCA to provide list of native vegetation suitable for the area. This area is within the Swan vegetation complex (see attached planting list).
- Minimise the amount of retaining walls and rock revetment in favour of soft landscaping.
  - Retaining wall greater than 1m in height should be terraced with planting to assist with screening of the wall.
  - Natural or bioengineering measures should be investigated and used where possible instead.
  - If any rock revetment structures are proposed, laterite is preferred over granite.
- Ensure that the facility is universally accessible
- Concerned about the extent of proposed filling and intensity of development
- Management of stormwater runoff from the playground was discussed - Stormwater management and drainage design – In particular, it is expected that stormwater management will be addressed in accordance with the *Decision process for stormwater management in Western Australia* (DWER, November 2017), water sensitive urban design principles and the Department of Biodiversity, Conservation and Attractions Policy 49 – *Planning for stormwater management affecting the Swan Canning Development Control Area*
  - DBCA will need to understand the extent of hardstand and the impact on the drainage regime across the site
- Provision of appropriate supporting infrastructure (for example car parking and sewerage toilets) remains a concern – it was requested that the proposal be provided in the context of a larger masterplan which would include ultimate provision of carparking and the location of future toilet facilities
  - Proposals for new carparks to be setback from the river, with the stormwater management system to be designed to treat hydrocarbons and other pollutants in accordance with WSUD principles (e.g. consider installing tree pits, biofilter etc).

It was recommended that the Town forward details of the proposal ASAP to allow for prelodgment review and discussions.

The proposal will require a Part 5 Development Application under the *Swan and Canning Rivers Management Act 2006*. The assessment process can take between 5-8 weeks as it will involve a public consultation period and the proposal will need to be determined by the Minister for Environment.

Hi Graeme

As you discussed with Teong Chuah the other day this department does not get involved in the community issues but I do support the option I have highlighted below as I consider the upgrade to the amenities as being ancillary to the use of the playground. I will require the Council resolution for the disposition of the funds for final approval and would expect that 75% expenditure on the playground should be a minimum.

Please let me know if you have any queries.

Regards

Rob

**Robert Baker** | Assistant Manager | Case Management – Metropolitan and Peel

Level 2, 140 William Street, Perth WA 6000

(08) 6552 4469 | 0477 739 238

[www.dplh.wa.gov.au](http://www.dplh.wa.gov.au)



Department of Planning,  
Lands and Heritage



**From:** Graeme Haggart [<mailto:GHaggart@bassendean.wa.gov.au>]

**Sent:** Monday, 25 June 2018 2:59 PM

**To:** [robert.baker@dplh.wa.gov.au](mailto:robert.baker@dplh.wa.gov.au)

**Subject:** Sale of Reserves #31420 & #26529

Hello Robert

Further to a telephone conversation with Teong earlier today, I write to seek the Departments position on the use of proceeds of the two properties above. The Contract of Sale for both properties explicitly states the proceeds of sale of the two properties will be used to develop a new Regional Playground on Sandy Beach Reserve.

Council has advertised the Regional Playground concept plan. Community is generally supportive; however there exists a well organised minority group who are keen for a playground of that scale to not be built on Sandy Beach Reserve.

Given the Town is contractually bound by the terms of the Sale Contract, Council has asked that I enquire into the Departments position on the Town:

- Utilizing the funds to build the playground elsewhere in the Town; or
- Constructing a smaller scale playground at Sandy Beach Reserve that only requires part of the realised capital from the sale of the two properties (say 75%) and then applying the residual funds for other amenity upgrades at Sandy Beach Reserve (ie toward the construction of shade shelters and installing BBQs); or
- Constructing a smaller scale playground at Sandy Beach Reserve that requires part of the realised capital from the sale of the two properties (say 75%) and then applying the residual funds for community facility upgrades elsewhere in the Town.

I am seeking to have a report to Council prepared by Tuesday 10 July and so would appreciate your consideration some time sooner, please.

Yours

*Graeme Haggart*



Government of Western Australia  
Department of Lands

**DELIVERY**

Your ref: OLET-5421815  
Our ref: 02521-1967 Job 141686  
Enquiries: Ph: (08) 6552 4620  
Fax: (08) 6552 4417  
kay.anand@lands.wa.gov.au

Mr Bob Jarvis  
Chief Executive Officer  
Town of Bassendean  
PO BOX 87  
BASSENDEAN WA 6934



Document #: ILET-11089116  
Date: 05.10.2016  
Officer: BOB JARVIS  
File: LUAP/SUBDIV/1 A742

Dear Mr Jarvis

**PROPOSED DISPOSAL OF RESERVE 31420, 48 CHAPMAN STREET, BASSENDEAN**

**LOT 8713 ON DIAGRAM 35119 – VOLUME 3149 FOLIO 999**

I refer to communications regarding the Town of Bassendean's proposed purchase of Reserve 31420.

Accordingly approval has been given to make Lot 8713 on Diagram 35119 available for sale to you for the purchase price of \$ 30,250.00 (including GST).

If you wish to purchase this land, the enclosed Contract of Sale must be signed (execution) and witnessed (or if in a company name signed by the director/s and secretary with the company seal affixed and ACN (Australian Company Number). Please have the contract assessed for stamp duty and then forward to this Office together with a 10% deposit of \$3025.00.

You will also need to inform us of your Conveyancer (Settlement Agent/Solicitor) by completing the details on the Contract of Sale form.

The bottom of the back page of the contract must be signed and dated. This acknowledges that you have read the attached Conditions of Sale and will abide by them.

Please note that by the terms of the Conditions of sale, you are obliged to pay any GST applicable to this transaction. Please refer to the first page of the Contract of Sale, which mentions the GST, as well as Clause 16 of the Conditions of Sale.

Upon return of the Contract of Sale it will be submitted for signing on behalf of the Minister for Lands under delegated authority pursuant to Section 9 of the *Land Administration Act 1997*. The signed Contract/s will then be forwarded to your nominated Conveyancer, advising details of the settlement at our Perth office (if required).

Additionally please note, as previously agreed the proceeds received from the sale of Reserve 21420 will be used to develop a Regional Playground at Sandy Beach Reserve, Bassendean.

Please note that this offer will remain valid for three (3) months from the date of this letter, after which it may be subject to a review.

Should you have any enquires about this matter, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jamie-lee King', written in a cursive style.

Jamie-lee King

A/Assistant Manager

Position No: 335 13249

5 October 2016

**Enc**



## DEPARTMENT OF LANDS (DoL) CONTRACT OF SALE

The Purchaser offers to purchase the Land for an estate in fee simple at the Purchase Price and on the other terms set out in the particulars below and subject to the conditions set out below.

### PARTICULARS

#### Description of Land

|  |                                |                   |                       |                     |
|--|--------------------------------|-------------------|-----------------------|---------------------|
| DISTRICT/TOWNSITE<br><b>BASSENDEAN</b> | LOT/LOC No.<br><b>LOT 8713</b> | CLT<br><b>CLT</b> | VOLUME<br><b>3149</b> | FOLIO<br><b>999</b> |
|--|--------------------------------|-------------------|-----------------------|---------------------|

#### Street Address (If applicable)

|   |                                |                         |
|---|--------------------------------|-------------------------|
| NUMBER AND STREET<br><b>48 CHAPMAN STREET</b> | TOWN/CITY<br><b>BASSENDEAN</b> | POSTCODE<br><b>6054</b> |
|---|--------------------------------|-------------------------|

#### Purchaser's Details

|  |  |
|--|--|
| FULL NAME (including ABN if applicable)<br><b>* TOWN OF BASSENDEAN</b>   |  |
| ADDRESS:<br><b>* PO BOX 87, BASSENDEAN WA 6934</b>   |  |
| If more than one purchaser: <input type="checkbox"/> joint tenants <input type="checkbox"/> tenants in common (in equal shares unless otherwise stated). |  |

#### Vendor's Agent (If not DoL)

|  |
|--|
|  |
|--|

#### Purchase Price

|                     |
|---------------------|
| <b>\$ 27,500.00</b> |
|---------------------|

#### GST

|                    |
|--------------------|
| <b>\$ 2,750.00</b> |
|--------------------|

#### Total

|                     |
|---------------------|
| <b>\$ 30,250.00</b> |
|---------------------|

#### Deposit

|                   |
|-------------------|
| <b>\$ 3025.00</b> |
|-------------------|

#### GST payable is:

- calculated under the Margin Scheme (if this box is selected the Purchaser and the Vendor agree that for the purposes of the GST Act, the supply of the Land is made under the Margin Scheme);
- calculated at 10% of the Purchase Price; or
- not applicable.

*(Please tick appropriate box)*

#### Purchaser's Conveyancer

|                 |               |
|-----------------|---------------|
| * NAME          |               |
| * ADDRESS       |               |
| * TELEPHONE NO. | FACSIMILE NO. |

## CONDITIONS

1. Acceptance of this offer will be sufficiently communicated to the Purchaser if verbal or written notification is given by the Department to the Purchaser that the acceptance has been signed by, or on behalf of, the Vendor.
2. The Department of Lands Conditions for the Sale of Crown Land (the "Conditions") annexed to this Contract shall be incorporated into and form part this Contract to the extent that the Conditions are not varied by or inconsistent with the express conditions below.
3. For the purposes of clause 15.1(a)(i) of the Conditions the party to whom notices for the Vendor should be given is: Manager George Poppas, Delivery and the fax number is: (08) 6552 4417.
4. At the date of this contract, the Department is the Department of Lands of level 2, 140 William Street, Perth WA 6000.

For express conditions varying the Conditions please see Schedule 1 attached to this Contract.

.....

**SIGNED** by the Purchaser/s

**Witness**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_/\_\_\_/\_\_\_

The Minister for Lands acting for and on behalf of the State of Western Australia accepts the above offer in accordance with the Conditions.

**SIGNED** by an authorised officer for and on behalf of the Minister for Lands by delegated authority under section 9 of the *Land Administration Act 1997*.

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Witness Name

\_\_\_/\_\_\_/\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position No.

A copy of the Conditions has been received by the Purchaser/s.

\_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

## SCHEDULE 1

Sale of Lot 8713 on Diagram 35119 pursuant to section 86 of the *Land Administration Act 1997*.

The proceeds received from sale of Reserve 31420 will be used to develop a Regional Playground at Sandy Beach Reserve, Bassendean.

Conditions for the Sale of Crown Land

**Department of Lands**

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**Conditions for the Sale of  
Crown Land  
(No Outgoings)**

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**(Version 3.0)**

# Conditions

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## 1. DEFINITIONS, INTERPRETATION AND VENDOR'S POWERS, RIGHTS AND DUTIES

### 1.1 Definitions

In these Conditions and the Contract, unless the context requires otherwise, the following words have the following meaning:

**Business Day** means any day other than a Saturday, Sunday or State public holiday in Western Australia.

**Completion Date** means the date settlement under the Contract is actually effected.

**Conditions** mean these conditions for the sale of the Land.

**Contaminated** has the same meaning as that term is defined in the CSA, and **Contamination** is the state of being Contaminated.

**Contract** means the contract created by the offer and acceptance of which these Conditions form part.

**Contract Date** means the date of execution of the Contract by the last party to the Contract whose execution is necessary to make the Contract binding on all parties.

**Crown** means the Crown in right of the State of Western Australia.

**CSA** means the *Contaminated Sites Act 2003*.

**Deposit** means the deposit as specified in the Particulars, being an amount not less than 10% of the Purchase Price.

**Department** means the department assisting the Minister in the administration of the LAA, being at the date of the Contract the department named in the Contract.

**Encumbrance** means a mortgage, charge, bill of sale, lien, pledge, easement, reservation, condition, positive covenant, restrictive covenant, memorial (and any conditions or statements contained in the memorial), Notification, building condition, writ, warrant, caveat (and the claims stated in the caveat) or other right or interest of any third party affecting the Land or any part of the Land.

**Environmental Laws** means all planning, environmental or contamination or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits or licences issued thereunder.

**GST** has the meaning given in section 195-1 of the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for or amending that Act.

**GST law** has the meaning given in section 195-1 of the GST Act.

**LAA** means the *Land Administration Act 1997*.

**Land** means the land the subject of the Contract as specified in the Particulars together with all buildings and improvements on the Land.

**Landgate** means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006 (WA)* and being the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the TLA.

**Margin Scheme** has the meaning given in section 195-1 of the GST Act.

**Minister** means the Minister for Lands, being a body corporate continued under section 7(1) of the LAA and being the Minister to whom the administration of the LAA is from time to time committed by the Governor.

**Notification** means a notification endorsed on the certificate of Crown land title for the Land under section 70A of the TLA.

**Outgoings** means all rates, taxes, assessments, State land tax, Metropolitan Region Improvement Tax, charges (including but not limited to charges for water consumption and fixed charges), and outgoings (periodic or otherwise) chargeable or payable in respect of the Land.

**Particulars** means the particulars as set out in the Contract.

**Purchase Price** means the Purchase Price of the Land as specified in the Particulars.

**Purchaser** means the party named and described as the Purchaser in the Particulars and includes, in the case of a natural person, the personal representatives of the natural person and in the case of a corporation, includes the successors of the corporation and in either case, includes the permitted assigns of the Purchaser.

**Purchaser's Conveyancer** means the person nominated by the Purchaser in the Contract, if any, to represent the Purchaser in relation to the settlement of the purchase of the Land.

**Rate** means the rate of 12% per annum calculated on a daily basis.

**Register** has the same meaning as defined in the TLA.

**Registrar** means the Registrar of Titles appointed under section 7 of the TLA.

**Settlement** means the settlement of the sale and purchase of the Land in accordance with clause 5.

**Settlement Date** is the date being the later of:

- (a) 60 days after the Contract Date; and
- (b) the date as otherwise determined under these Conditions to be the Settlement Date; or

- (c) any other date as agreed in writing between the Vendor and the Purchaser from time to time.

**Taxable Supply** has the meaning given in section 195-1 of the GST Act.

**Tax Invoice** has the meaning given in section 195-1 of the GST Act.

**TLA** means the *Transfer of Land Act 1893*.

**Transfer** means a transfer of the Land in a form approved by the Registrar under the TLA from the Vendor to the Purchaser which in substance and form is acceptable to Landgate for the purposes of registration under the TLA.

**Vendor** means the State of Western Australia acting through the Minister or the Minister's duly authorised delegate.

**Vendor's Agent** means the Vendor's agent as specified in the Particulars who is validly authorised by the Vendor to offer the Land for sale.

## 1.2 Interpretation

In these Conditions and the Contract, unless the context otherwise requires:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of these Conditions;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include every gender;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, these Conditions;
- (g) a reference to a party to the Contract includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (j) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of these Conditions or the Contract or of any part of these Conditions or of the Contract;
- (k) a reference to a statute, regulation, proclamation, order, ordinance or by-law includes every statute, regulation, proclamation, order, ordinance or by-law

varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;

- (l) a reference in these Conditions to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (m) words used in these Conditions which are not expressly defined in these Conditions but which are defined in the LAA or the TLA have the meaning given to them under the LAA or the TLA, as the case may be.

### **1.3 Exercise and performance of the Vendor's powers and duties**

The Purchaser acknowledges that under the provisions of the LAA:

- (a) any right, duty or power conferred or imposed on the Vendor under the Contract may be exercised or performed by the Minister; and
- (b) the Minister may, under an instrument of delegation, delegate to a person any right, duty or power which this condition or the Contract authorises or requires the Minister to exercise or perform.

### **1.4 Conditions not to affect Vendor's or Minister's rights or powers under the LAA**

The Purchaser agrees that these Conditions do not in any way affect, alter or derogate from the Vendor's or the Minister's rights or powers under the LAA.

---

## **2. LAND AND ENCUMBRANCES**

The Land is offered for sale and will be sold in accordance with these Conditions free of all Encumbrances except:

- (a) as specified in the Contract; and
- (b) any easement, positive covenant, restrictive covenant, memorial (and any condition or statement contained in the memorial), reservation, condition, building condition or Notification recorded or registered or to be recorded or registered on the certificate of Crown land title for the Land.

---

## **3. PURCHASE PRICE**

The Purchase Price is to be paid to the Vendor and satisfied as follows:

- (a) by payment of the Deposit by cheque made payable to the Department contemporaneously with the execution of this Contract by the Purchaser (receipt of which is acknowledged by the Vendor by the execution of the Contract for and on behalf of the Vendor); and
- (b) by payment of the balance of the Purchase Price (being the purchase price less the Deposit) by unendorsed bank cheque made payable to the Department (or as otherwise directed in writing by an authorised officer of the Department) on the Settlement Date.

---

#### **4. DEPOSIT**

##### **4.1 Payment of Deposit**

The Deposit is to be paid to the Department and held by the Department as agent for the Vendor.

##### **4.2 Failure to pay Deposit**

If the Deposit is paid by cheque and the cheque is dishonoured on presentation to the drawer's bank, then:

- (a) the Purchaser is immediately in default under the Contract; and
- (b) the Vendor may, without prejudice to any other rights or remedies available to the Vendor, immediately terminate the Contract by notice in writing to the Purchaser.

---

#### **5. SETTLEMENT**

##### **5.1 Settlement**

Settlement is to take place on the Settlement Date at the offices of the Department in Perth or at any other place in Perth as the Vendor appoints.

##### **5.2 Purchaser to tender Transfer**

A reasonable time before the Settlement Date, and in any event not less than 10 Business Days before the Settlement Date, the Purchaser must at the Purchaser's expense tender to the Department the Transfer which has been stamped and duly executed by the Purchaser as transferee.

##### **5.3 Procedure on Settlement**

At Settlement, the Purchaser will deliver to the Vendor in accordance with clause 3(b) an unendorsed bank cheque or bank cheques for the balance of the Purchase Price and against receipt of the balance of the Purchase Price, the Vendor will provide to the Purchaser, subject to the Purchaser's compliance with clause 5.2, the Transfer duly executed for and on behalf of the Vendor.

##### **5.4 Purchaser to remain liable**

If for any reason a bank cheque tendered as or towards the money payable by the Purchaser on Settlement is not honoured on first presentation, the Purchaser will remain liable to pay the amount of that money, without prejudice to any other rights, remedies or powers of the Vendor under the Contract.

##### **5.5 Acknowledgements by Purchaser**

The Purchaser acknowledges that:

- (a) a duplicate certificate of Crown land title for the Land does not exist and will not be delivered by the Vendor to the Purchaser at Settlement;

- (b) on the Completion Date, a Certificate of Title for the Land will not exist and the Vendor is not obliged to produce to the Purchaser a duplicate Certificate of Title for the Land at Settlement;
- (c) a Certificate of Title for the Land will be created by the Registrar once the Transfer has been registered in accordance with the provisions of the TLA where the Registrar will endorse on the Certificate of Title the particulars of all dealings and matters affecting the Land as specified in, or effected by, the Contract and the Transfer; and
- (d) unless the Purchaser has on the Transfer requested the duplicate Certificate of Title for the Land not to be issued, a duplicate Certificate of Title for the Land will be issued by the Registrar and forwarded to the issuing party as requested on the Transfer.

---

## **6. DELAY IN SETTLEMENT**

- (a) If for any reason attributable to the Purchaser, Settlement is not effected on or within 3 Business Days after the Settlement Date, the Purchaser is to pay to the Vendor on Settlement interest at the Rate on the balance of the Purchase Price and all other money which is payable on Settlement, calculated from and including the Settlement Date to but excluding the Completion Date.
- (b) The Vendor's right to a payment under sub-clause (a) is conditional on the Vendor being ready, willing and able to complete the sale on the Settlement Date and if the Vendor is not, the Vendor's right to the payment commences from the day on which the Vendor is ready, willing and able to complete the sale and has given notice to the Purchaser of that fact.
- (c) Except as provided in sub-clause (b), it is not necessary for the Vendor to give to the Purchaser a notice requiring the payment of interest under this clause.
- (d) The rights of the Vendor under this clause are without prejudice to the rights of the Vendor under these Conditions or the Contract.

---

## **7. POSSESSION AND RISK**

### **7.1 Possession**

Subject to:

- (a) payment in full of the Purchase Price as is due and payable on the Settlement Date; and
- (b) the Purchaser having performed all of the Purchaser's obligations under these Conditions,

the Purchaser will be entitled to, and the Vendor will deliver to the Purchaser, possession of the Land on the Completion Date.

## **7.2 Risk**

Despite any rule of law or equity to the contrary, the Land is at the risk of the Purchaser from the time at which Settlement occurs or from the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

---

## **8. OUTGOINGS**

### **8.1 No Outgoings assessed on the Land**

The Land is not subject to any Outgoings, as the Land is owned by the Crown in right of the State of Western Australia.

### **8.2 No adjustment of Outgoings**

As a result of what is stated in clause 8.1, the Purchaser agrees with the Vendor that no Outgoings will be apportioned between the Vendor and the Purchaser. The Purchaser is responsible for the payment of all Outgoings chargeable or payable in respect of the Land from the Completion Date or the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

---

## **9. GENERAL PROVISIONS**

### **9.1 Purchaser's acknowledgements**

The Purchaser acknowledges and agrees that, except as disclosed in these Conditions:

- (a) no warranty or representation has been given or made to the Purchaser or anyone on the Purchaser's behalf by the Vendor, the Minister, the Vendor's Agent or any agent, employee or contractor of the Department or any other person on the Vendor's or Minister's behalf as to:
  - (i) the title to the Land;
  - (ii) any Encumbrance, restriction or right in favour of any third party affecting the Land;
  - (iii) the condition or state of repair of the Land or any part of the Land;
  - (iv) the condition or state of repair of the Improvements or any part of the Improvements;
  - (v) the suitability of the Land for any use or purpose of any kind; or
  - (vi) whether or not the fences (if any) purporting to be on the boundaries of the Land are in fact on the proper boundaries of the Land;

- (b) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, these Conditions or the Contract and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is sold as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Vendor to disclose or particularise any faults, defects or characteristics known to the Vendor;
- (d) the Purchaser is purchasing and is deemed to purchase in reliance on the Purchaser's own inspection of, and enquiries in relation to, the Land;
- (e) the Vendor will not be liable under any circumstances to make any allowance or compensation to the Purchaser nor will the Purchase Price be affected by the exclusion of warranties or representations in this clause 9.1 or for any fault, defect or characteristic in the Land; and
- (f) this clause will apply despite the contents of any brochure, document, letter or publication made, prepared or published by the Department or by any other person with the express or implied authority of the Department.

#### **9.2 Error or misdescription**

No error or misdescription of the Land will annul the sale or affect the Purchase Price.

#### **9.3 Requisitions on title**

The Purchaser is not entitled to make any objection to or requisition on the title to the Land, and the Vendor will not be obliged to furnish any answer to any objection or requisition on the title to the Land delivered by or on behalf of the Purchaser, it being acknowledged by the Purchaser that:

- (a) the Land is Crown land within the meaning of the LAA;
- (b) the State of Western Australia is, or is entitled to be recorded as the registered proprietor of the Land by virtue of section 29(5) of the LAA;
- (c) the Minister is authorised by section 74 of the LAA to sell Crown land;
- (d) the Minister through its authorised officer by delegated authority under section 9 of the LAA has executed the Contract on behalf of the State of Western Australia as authorised under section 10 of the LAA; and
- (e) the Land has been sold under section 74 of the LAA and the provisions of the LAA relating to the sale of Crown land apply to the Contract.

#### **9.4 No compensation**

The Purchaser is not entitled to make any objection, requisition or claim for compensation, or to rescind the Contract in respect of:

- (a) the provision of, or a lack of, water, drainage, sewerage, gas, electricity, telephone or other services or connections to the Land, or in respect of the

fact that any services or connections may be joint services to any other land, or because any facilities for services for any other land pass through the Land;

- (b) any encroachment onto the Land by any improvement which does not form part of the Land, or the encroachment onto adjoining land of any improvement which forms part of the Land;
- (c) the location of any sewerage, water or drainage pipes or services affecting the Land, or that any sewer passes through, or penetrates the Land;
- (d) the fact that the current use of the Land may not be an authorised use under any applicable zoning or use law, scheme or regulation;
- (e) the fact that any fence on the Land is not on the proper boundaries of the Land; or
- (f) the fact that the area of the Land is different from the area indicated on any plan, brochure or document issued or published by or on behalf of the Department or Landgate or as indicated on the certificate of Crown land title to the Land.

#### **9.5 Planning and other matters**

The Purchaser acknowledges that the Land is sold subject to the following as at the Completion Date:

- (a) the provisions of any town planning scheme, zoning by-laws and other laws affecting the Land;
- (b) any order or requisition affecting the Land;
- (c) any proposal or scheme for the widening, realignment, closure, siting or alteration of the level of any road or right of way adjacent to the Land by any competent authority or person;
- (d) any resumption or proposal to resume the Land or any part of the Land; and
- (e) any easement, memorial (and any condition or statement contained in the memorial), Notification, reservation, condition, building condition, positive covenant or restrictive covenant affecting the Land,

and the Purchaser will take title subject to the above, and will not be entitled to make any objection, requisition, or claim for compensation, nor to rescind the Contract in respect of any of the above.

---

## **10. DEFAULT**

### **10.1 Time of the essence**

Time is of the essence in respect of the Contract in all respects.

### **10.2 Termination of Contract**

- (a) Except as otherwise specifically provided in these Conditions:

- (i) the Vendor is not entitled to forfeit any money paid by the Purchaser or take or recover possession of the Land on the ground of the Purchaser's default in performing or observing any obligation imposed on the Purchaser under the Contract; and
- (ii) neither the Vendor nor the Purchaser is entitled to terminate the Contract on the ground of the other's default in performing or observing any obligation imposed on that other party under the Contract,

unless:

- (iii) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice shall require that the default be remedied within the period stipulated in that notice; and
  - (iv) the party in default fails to remedy the default within the period stipulated in that notice.
- (b) The period stipulated in the written notice referred to in clause 10.2(a)(iii) will not be less than 5 Business Days.
  - (c) The giving of a notice under this clause does not prejudice the right of either party to give a further notice under this clause.
  - (d) This clause does not apply where either party repudiates the Contract.

### 10.3 Purchaser default

- (a) If the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under the Contract or if the Purchaser repudiates the Contract, then in addition to any other rights or remedies the Vendor has under the Contract or otherwise, the Vendor may:
  - (i) affirm the Contract and sue the Purchaser for damages for breach;
  - (ii) affirm the Contract and sue the Purchaser for specific performance of the Contract and damages for breach in addition to or in lieu of specific performance of the Contract;
  - (iii) proceed to take or recover possession of the Land; or
  - (iv) terminate the Contract and:
    - (A) forfeit the Deposit paid, except so much as exceeds 10% of the Purchase Price (which excess, if any, is to be regarded for the purposes of this clause as an instalment of the Purchase Price);
    - (B) sue the Purchaser for damages for breach; and
    - (C) without further notice to the Purchaser re-sell the Land in such manner as the Vendor in good faith deems fit and any deficiency arising from such re-sale and all expenses incurred

by the Vendor (but after giving credit for the Deposit if it has been forfeited) arising from that re-sale is recoverable by the Vendor from the Purchaser as liquidated damages.

- (b) The Vendor is entitled to retain, pending re-sale of the Land, all instalments of Purchase Price paid to the Vendor.
- (c) If the Vendor re-sells the Land the Vendor may:
  - (i) apply any instalments of the Purchase Price paid to the Vendor in or towards satisfaction of any damages mentioned in clause 10.3(a)(iv); and
  - (ii) retain absolutely:
    - (A) any surplus arising from such re-sale in excess of the original Purchase Price and expenses arising from the re-sale and all losses and expenses incurred by the Vendor resulting from the Purchaser's default; and
    - (B) any interest paid by the Purchaser.
- (d) If the Vendor does not commence proceedings for the recovery of damages or fails to re-sell and settle the re-sale of the Land within 12 months from the termination of the Contract, then after that period of 12 months has expired, the Vendor shall account to the Purchaser for all instalments of Purchase Price received by the Vendor (other than the Deposit forfeited by the Vendor in accordance with the Contract) without interest.

#### **10.4 Vendor default**

If the Vendor defaults in performing or observing any obligation imposed on the Vendor under the Contract or if the Vendor repudiates the Contract then the Purchaser, in addition to any other rights and remedies the Purchaser has under the Contract or otherwise, is entitled to the repayment of all money paid by the Purchaser under the Contract.

---

### **11. DIVIDING FENCES**

#### **11.1 Vendor not liable**

The Purchaser and the Vendor agree that the Vendor will not be liable to the Purchaser or any other party claiming through the Purchaser to contribute to the cost of erecting or repairing any dividing fence whether under the *Dividing Fences Act 1961* or otherwise and that the Purchaser will assume any existing liability as from and including Settlement.

#### **11.2 Purchaser to indemnify the Vendor**

This condition will not prejudice or affect the rights of the Purchaser as between the Purchaser and adjoining owners other than the Vendor, and the Purchaser agrees to indemnify the Vendor against all claims in respect of the cost of erecting or repairing any dividing fence from any future owner, whether legal or equitable, of any adjoining land.

---

## **12. CAVEATS**

If a caveat is lodged against the certificate of Crown land title for the Land before the Settlement Date (other than a caveat registered by or in relation to the Purchaser or the Purchaser's interest in the Land) and the Vendor is unable to produce to the Purchaser at Settlement a withdrawal of the caveat:

- (a) despite any other clause in the Contract, the Vendor may by written notice to the Purchaser extend the Settlement Date by such period not exceeding 60 Business Days as the Vendor shall elect in its absolute discretion to attempt to cause the caveat to be withdrawn, removed or lapsed from the Register; and
- (b) if the Vendor for whatever reason cannot cause the caveat to be withdrawn, removed or lapsed from the Register on or before the extended Settlement Date under sub-clause (a), the Contract will be deemed to have come to an end upon which so much of the Purchase Price that has been paid by the Purchaser will be refunded to the Purchaser and there will be no further claim under the Contract by either the Vendor or the Purchaser against the other at law or in equity.

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## **13. CERTIFICATE OF CROWN LAND TITLE NOT CREATED AND REGISTERED ON THE CONTRACT DATE**

### **13.1 Application**

If a certificate of Crown land title for the Land has not been created and registered as at the Contract Date, this clause shall apply to the Contract.

### **13.2 Vendor to apply for Certificate of Crown Land Title**

The Vendor will at the Vendor's expense as soon as practicable after the Contract Date, apply to the Registrar for the creation and registration of a separate certificate of Crown land title for the Land.

### **13.3 Minor alterations**

The Purchaser must not unreasonably object to minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title as required by any third party whose consent or approval is required for the creation and registration of a certificate of Crown land title for the Land.

### **13.4 Purchaser to accept title**

The Purchaser must not refuse to accept title to the Land or make any claim for compensation for minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title.

### **13.5 Vendor to notify creation and registration of Certificate of Crown Land Title**

The Vendor must send a notice notifying the Purchaser or the Purchaser's Conveyancer in writing within 5 Business Days of the creation and registration of a certificate of Crown land title for the Land.

### **13.6 Settlement**

Settlement in terms of clause 5 is to take place on the later of:

- (a) 14 Business Days after the service of a notice under clause 13.5; or
- (b) the Settlement Date.

### **13.7 Termination of Contract**

If, prior to the Settlement Date:

- (a) a certificate of Crown land title for the Land in accordance with these Conditions has not been created and registered; or
- (b) the Vendor is unable for whatever reason to transfer title to the Land in accordance with these Conditions,

the Vendor shall repay to the Purchaser the Deposit and all other monies (if any) paid by the Purchaser to the Vendor under the Contract without deduction and on repayment, the Contract will cease to have effect and neither party will have any claim of any nature against the other.

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## **14. CONNECTIONS TO SEWER**

If, at the Contract Date:

- (a) the Land is not connected to a sewer; and
- (b) the Vendor has not received a notice from a competent authority requiring the Land to be so connected,

and on or before the Settlement Date a competent authority issues to the Vendor a notice requiring the Land to be connected to a sewer, the Purchaser will be responsible for the payment of all costs and expenses payable to the competent authority or any other body in respect of that connection.

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## **15. MISCELLANEOUS**

### **15.1 Notices**

- (a) Any notice given or required to be given under this Contract or these Conditions:
  - (i) must be in writing addressed as shown below:

(A) if to the Vendor:

Address: Department of Lands  
PO Box 1221, West Perth WA 6872  
Marked for the attention of the party set out in  
the Contract and if by fax at the fax number set  
out in the Contract;

(B) if to the Purchaser, to the Purchaser's address shown in the  
Contract (or to any other address specified by the Purchaser to  
the Department by notice).

(ii) served on the Purchaser's Conveyancer in accordance with this clause  
will be treated for all purposes as if the notice had been served on the  
Purchaser;

(iii) must be signed by the sender or an officer of, or under the common  
seal, of the sender or by the sender's authorised representative (as the  
case may be);

(iv) is to be regarded as being given by the sender and received by the  
addressee:

(A) if by delivery in person, when delivered to the addressee;

(B) if by post (which posting must be by pre-paid security post),  
3 Business Days from and including the date of posting to the  
addressee; and

(C) if by facsimile transmission:

(1) on the date the notice or communication is transmitted in  
its entirety by a facsimile machine; and

(2) that facsimile machine produces a transmission report  
which indicates that the facsimile was sent in its entirety  
to the facsimile number of the addressee,

but if the delivery or transmission by facsimile is on a day which  
is not a Business Day or is after 5.00 p.m. (addressee's time) it  
is to be regarded as being given at 9.00 a.m. (addressee's time)  
on the next succeeding Business Day and can be relied upon  
by the addressee, and the addressee is not liable to any other  
person for any consequences of that reliance if the addressee  
believes it to be genuine, correct and authorised by the sender.

(b) Where the Purchaser comprises 2 or more persons or corporations, or any  
combination of the same, notice to either 1 person or to 1 corporation is  
deemed notice to all persons and corporations comprising the Purchaser.

## **15.2 Governing law**

These Conditions and the Contract are to be governed by and construed according to the laws of Western Australia.

## **15.3 Moratorium**

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

## **15.4 Severability**

If a condition, covenant or stipulation of these Conditions or of the Contract or the application of them to a person or circumstances is, or becomes, invalid or unenforceable the remaining covenants, conditions and stipulations are not to be affected by the invalidity or enforceability, and each covenant, condition and stipulation of these Conditions and the Contract will be valid and enforceable to the fullest extent permitted by law.

## **15.5 Assignment**

The Purchaser may not assign its rights under the Contract without the prior written consent of the Vendor, which consent may be withheld in the absolute discretion of the Vendor.

## **15.6 Waiver and variation**

A provision of, or a right created under, the Contract may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by all parties.

## **15.7 Further assurances**

The Vendor and the Purchaser agree to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, these Conditions and the Contract.

## **15.8 Obligations survive Settlement**

Without limitation, to the extent that any obligations under the Contract and these Conditions have not been complied with on or before Settlement, those obligations survive Settlement and continue until complied with.

## **15.9 Legal costs**

Subject always to clause 15.11, each party is to pay its own solicitor's costs in respect of the Contract and the completion of the Contract.

#### **15.10 Duty**

The Purchaser is to pay all duties (including fines or penalties incurred as a result of the Purchaser's action or inaction) payable in relation to the Contract and the Transfer.

#### **15.11 Default costs and expenses**

The Purchaser shall on demand pay to the Vendor all monies, costs, charges and expenses incurred or expended by the Vendor under or in connection with or by reason of the breach or failure by the Purchaser to observe and perform any of the covenants or conditions on the part of the Purchaser in the Contract or by reason of or in relation to the exercise or attempted exercise by the Vendor of the rights, powers and authorities of the Vendor under the Contract together with interest on those monies at the Rate computed from the time of payment to but excluding the date of repayment or discharge of the liability.

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### **16. GOODS AND SERVICES TAX**

#### **16.1 Purchaser to pay GST**

The Purchaser must pay additional to the Purchase Price any GST payable by the Vendor in respect of a Taxable Supply made under this Contract. Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

#### **16.2 Tax Invoice**

Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

#### **16.3 Notification is conclusive**

A written notification given to the Purchaser by the Vendor of the amount of GST that the Vendor is liable to pay on a Taxable Supply made or to be made under this Contract is conclusive between the parties except in the case of an obvious error.

#### **16.4 If no GST Liability**

Where the Vendor does not have a liability under the GST Act for GST for a supply under this Contract, the parties agree that the Purchase Price shall be exclusive of any amount in respect of GST.

#### **16.5 Margin Scheme**

Where the Vendor has a liability for GST for a Taxable Supply under this Contract and the Vendor is entitled to use the Margin Scheme under the GST Act, if the

Vendor and the Purchaser have agreed in writing that the Margin Scheme is to apply to calculate the GST liability prior to the making of the Taxable Supply then the Purchaser shall pay to the Vendor any GST on the Taxable Supply determined in accordance with the Margin Scheme in addition to the Purchase Price.

#### **16.6 The Purchaser must pay GST at same time**

The Purchaser must pay to the Vendor the amount of the GST that the Purchaser is liable to pay under this Contract:

- (a) at the same time; and
- (b) in the same manner,

as the Purchaser is obliged to pay for the Taxable Supply.

#### **16.7 Tax Ruling**

- (a) If, at any time, the Vendor wishes to obtain a tax ruling from the Australian Taxation Office as to whether or not there is a liability for GST on the Vendor on the Taxable Supply pursuant to this Contract or as to whether or not the Vendor may adopt the Margin Scheme to calculate such GST liability, then the Vendor may (but shall not be obliged to) apply to the Australian Taxation Office for a tax ruling.
- (b) The application for the tax ruling will be made by the Vendor at its sole cost.
- (c) The Purchaser shall provide such assistance as the Vendor may reasonably require to obtain the tax ruling on the matter.
- (d) The Vendor shall not be obliged to accept the tax ruling.
- (e) If a tax ruling has not been obtained prior to the date on which the Purchaser is obliged to pay for the Taxable Supply, then the Purchaser shall pay to the Vendor the amount of GST appearing in the notification mentioned in clause 16.3, subject to a refund or a partial refund being made to the Purchaser if it is finally established that there is no liability for GST or that the Purchaser and the Vendor can validly adopt the Margin Scheme, respectively.

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### **17. CONTAMINATION AND RELATED MATTERS**

#### **17.1 No warranty**

The Vendor makes no warranty:

- (a) as to the nature or extent to which the Land may be affected by any Contamination; and
- (b) that remediation works will not be required to be carried out by the Purchaser for any use which the Purchaser may make of the Land.

## **17.2 Memorial**

- (a) The Vendor may at its sole discretion lodge with the Registrar of Titles a memorial pursuant to section 17 of the LAA over the Land with a statement warning of any Contamination of the Land or other relevant factor as a hazard or other factor affecting, or likely to affect, the use or enjoyment of the Land.
- (b) The Purchaser's execution of this Contract evidences the Purchaser's acknowledgment and consent to any action by the Vendor in accordance with sub-clause (a) and may be relied upon as its consent for the purpose of lodging any such memorial, under section 17(1) of the LAA.

## **17.3 No compensation**

Without limiting anything in clause 9, the Purchaser agrees and acknowledges and accepts the Land in its present condition including without limitation the presence of any Contamination and shall not make or take any objection, requisition or claim for compensation, or rescind or terminate the Contract in relation to the presence of any Contamination in or over or on the Land which is present at, or may become apparent after, Settlement.

## **17.4 Purchaser to assume all responsibility**

The Purchaser as owner of the Land must at its own cost and expense assume all responsibility for the presence of any Contamination found over, on or in the Land and must to the fullest extent permitted by the law assume all responsibility for:

- (a) compliance with all Environmental Laws;
- (b) the conduct and performance of any work required by any competent authority in respect of any Contamination or under any Environmental Laws; and
- (c) any legal, statutory or other liability under or in connection with or resulting from the presence of any Contamination over, on or in the Land.

## **17.5 Release and indemnity**

The Purchaser releases and indemnifies and will keep indemnified, the Minister and the Crown from and against all actions, claims, writs, proceedings, suits, demands, losses, damages, compensation, costs of remediation, legal costs, charges and expenses whatsoever which at any time may be brought, maintained or made against the Minister or the Crown arising from or relating to:

- (a) the state or condition of the Land;
- (b) any Contamination over, on or in the Land or emanating from the Land; or
- (c) both of the matters covered in sub-clauses (a) and (b).

**17.6 Clause Continuance**

This clause and the matters binding it:

- (a) do not merge on Settlement; and
- (b) continue after Settlement.



Government of Western Australia  
Department of Lands

DELIVERY

Your ref: OLET-5421815  
Our ref: 00817-1962, Job: 141685  
Enquiries: Ph: (08) 6552 4663  
Fax: (08) 6552 4417  
terri.newman@lands.wa.gov.au

Mr Bob Jarvis  
Chief Executive Officer  
Town of Bassendean  
PO BOX 87  
BASSENDEAN WA 6934



Document #: ILET-11085616  
Date: 05.10.2016  
Officer: BOB JARVIS  
File: LUAP/SUBDIV/1 A3280

Dear Mr Jarvis

**PROPOSED DISPOSAL OF RESERVE 26529, LORD STREET, BASSENDEAN  
LOT 7557 ON PLAN 7771 – VOLUME 3151 FOLIO 132**

**I refer to communications regarding the Town of Bassendean's request to purchase the abovementioned land, subject to the terms of conditions of sale.**

Accordingly approval has been given to make Lot 7557 on Plan 7771 available for sale to you for the purchase price of \$ 23,375.00 (including GST).

If you wish to purchase this land, the enclosed Contract of Sale must be signed (execution) and witnessed (or if in a company name signed by the director/s and secretary with the company seal affixed and ACN (Australian Company Number). Please have the contract assessed for stamp duty and then forward to this Office together with a 10% deposit of \$2,337.50

You will also need to inform us of your Conveyancer (Settlement Agent/Solicitor) by completing the details on the Contract of Sale form.

The bottom of the back page of the contract must be signed and dated. This acknowledges that you have read the attached Conditions of Sale and will abide by them.

Please note that by the terms of the Conditions of sale, you are obliged to pay any GST applicable to this transaction. Please refer to the first page of the Contract of Sale, which mentions the GST, as well as Clause 16 of the Conditions of Sale.

Upon return of the Contract of Sale it will be submitted for signing on behalf of the Minister for Lands under delegated authority pursuant to Section 9 of the *Land Administration Act 1997*. The signed Contract/s will then be forwarded to your nominated Conveyancer, advising details of the settlement at our Perth office (if required).

Additionally please note, as previously agreed the proceeds received from sale of Reserve 26529 will be used to develop a Regional Playground at Sandy Beach Reserve, Bassendean

Please note that this offer will remain valid for three (3) months from the date of this letter, after which it may be subject to a review.

Should you have any enquires about this matter, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Jamie-Lee King', with a stylized flourish at the end.

Jamie-Lee King

A/Assistant Manager

Position No: 335 13249

5 October 2016

**Enc**



## CONDITIONS

1. Acceptance of this offer will be sufficiently communicated to the Purchaser if verbal or written notification is given by the Department to the Purchaser that the acceptance has been signed by, or on behalf of, the Vendor.
2. The Department of Lands Conditions for the Sale of Crown Land (the "Conditions") annexed to this Contract shall be incorporated into and form part this Contract to the extent that the Conditions are not varied by or inconsistent with the express conditions below.
3. For the purposes of clause 15.1(a)(i) of the Conditions the party to whom notices for the Vendor should be given is: Manager George Poppas, Delivery and the fax number is: (08) 6552 4417.
4. At the date of this contract, the Department is the Department of Lands of level 2, 140 William Street, Perth WA 6000.

For express conditions varying the Conditions please see Schedule 1 attached to this Contract.

.....

| SIGNED by the Purchaser/s | Witness | Date        |
|---------------------------|---------|-------------|
| _____                     | _____   | ___/___/___ |
| _____                     | _____   | ___/___/___ |
| _____                     | _____   | ___/___/___ |

The Minister for Lands acting for and on behalf of the State of Western Australia accepts the above offer in accordance with the Conditions.

**SIGNED** by an authorised officer for and on behalf of the Minister for Lands by delegated authority under section 9 of the *Land Administration Act 1997*.

|                   |                   |             |
|-------------------|-------------------|-------------|
| _____             | _____             |             |
| Officer Signature | Witness Signature |             |
| _____             | _____             | ___/___/___ |
| Officer Name      | Witness Name      | Date        |
| _____             |                   |             |
| Position          |                   |             |
| _____             |                   |             |
| Position No.      |                   |             |

A copy of the Conditions has been received by the Purchaser/s.

|       |                  |
|-------|------------------|
| _____ | Date ___/___/___ |
| _____ | Date ___/___/___ |
| _____ | Date ___/___/___ |

## **SCHEDULE 1**

Sale of Lot 7557 on Deposited Plan 7771 pursuant to section 86 of the Land Administration Act 1997.

The proceeds received from sale of Reserve 26529 will be used to develop a Regional Playground at Sandy Beach Reserve, Bassendean.

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Conditions for the Sale of Crown Land

**Department of Lands**

---

**Conditions for the Sale of  
Crown Land  
(No Outgoings)**

---

**(Version 3.0)**

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# Conditions

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## 1. DEFINITIONS, INTERPRETATION AND VENDOR'S POWERS, RIGHTS AND DUTIES

### 1.1 Definitions

In these Conditions and the Contract, unless the context requires otherwise, the following words have the following meaning:

**Business Day** means any day other than a Saturday, Sunday or State public holiday in Western Australia.

**Completion Date** means the date settlement under the Contract is actually effected.

**Conditions** mean these conditions for the sale of the Land.

**Contaminated** has the same meaning as that term is defined in the CSA, and **Contamination** is the state of being Contaminated.

**Contract** means the contract created by the offer and acceptance of which these Conditions form part.

**Contract Date** means the date of execution of the Contract by the last party to the Contract whose execution is necessary to make the Contract binding on all parties.

**Crown** means the Crown in right of the State of Western Australia.

**CSA** means the *Contaminated Sites Act 2003*.

**Deposit** means the deposit as specified in the Particulars, being an amount not less than 10% of the Purchase Price.

**Department** means the department assisting the Minister in the administration of the LAA, being at the date of the Contract the department named in the Contract.

**Encumbrance** means a mortgage, charge, bill of sale, lien, pledge, easement, reservation, condition, positive covenant, restrictive covenant, memorial (and any conditions or statements contained in the memorial), Notification, building condition, writ, warrant, caveat (and the claims stated in the caveat) or other right or interest of any third party affecting the Land or any part of the Land.

**Environmental Laws** means all planning, environmental or contamination or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits or licences issued thereunder.

**GST** has the meaning given in section 195-1 of the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for or amending that Act.

**GST law** has the meaning given in section 195-1 of the GST Act.

**LAA** means the *Land Administration Act 1997*.

**Land** means the land the subject of the Contract as specified in the Particulars together with all buildings and improvements on the Land.

**Landgate** means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006 (WA)* and being the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the TLA.

**Margin Scheme** has the meaning given in section 195-1 of the GST Act.

**Minister** means the Minister for Lands, being a body corporate continued under section 7(1) of the LAA and being the Minister to whom the administration of the LAA is from time to time committed by the Governor.

**Notification** means a notification endorsed on the certificate of Crown land title for the Land under section 70A of the TLA.

**Outgoings** means all rates, taxes, assessments, State land tax, Metropolitan Region Improvement Tax, charges (including but not limited to charges for water consumption and fixed charges), and outgoings (periodic or otherwise) chargeable or payable in respect of the Land.

**Particulars** means the particulars as set out in the Contract.

**Purchase Price** means the Purchase Price of the Land as specified in the Particulars.

**Purchaser** means the party named and described as the Purchaser in the Particulars and includes, in the case of a natural person, the personal representatives of the natural person and in the case of a corporation, includes the successors of the corporation and in either case, includes the permitted assigns of the Purchaser.

**Purchaser's Conveyancer** means the person nominated by the Purchaser in the Contract, if any, to represent the Purchaser in relation to the settlement of the purchase of the Land.

**Rate** means the rate of 12% per annum calculated on a daily basis.

**Register** has the same meaning as defined in the TLA.

**Registrar** means the Registrar of Titles appointed under section 7 of the TLA.

**Settlement** means the settlement of the sale and purchase of the Land in accordance with clause 5.

**Settlement Date** is the date being the later of:

- (a) 60 days after the Contract Date; and
- (b) the date as otherwise determined under these Conditions to be the Settlement Date; or

- (c) any other date as agreed in writing between the Vendor and the Purchaser from time to time.

**Taxable Supply** has the meaning given in section 195-1 of the GST Act.

**Tax Invoice** has the meaning given in section 195-1 of the GST Act.

**TLA** means the *Transfer of Land Act 1893*.

**Transfer** means a transfer of the Land in a form approved by the Registrar under the TLA from the Vendor to the Purchaser which in substance and form is acceptable to Landgate for the purposes of registration under the TLA.

**Vendor** means the State of Western Australia acting through the Minister or the Minister's duly authorised delegate.

**Vendor's Agent** means the Vendor's agent as specified in the Particulars who is validly authorised by the Vendor to offer the Land for sale.

## 1.2 Interpretation

In these Conditions and the Contract, unless the context otherwise requires:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of these Conditions;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include every gender;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, these Conditions;
- (g) a reference to a party to the Contract includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- U) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of these Conditions or the Contract or of any part of these Conditions or of the Contract;
- (k) a reference to a statute, regulation, proclamation, order, ordinance or by-law includes every statute, regulation, proclamation, order, ordinance or by-law

varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;

- (l) a reference in these Conditions to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (m) words used in these Conditions which are not expressly defined in these Conditions but which are defined in the LAA or the TLA have the meaning given to them under the LAA or the TLA, as the case may be.

### **1.3 Exercise and performance of the Vendor's powers and duties**

The Purchaser acknowledges that under the provisions of the LAA:

- (a) any right, duty or power conferred or imposed on the Vendor under the Contract may be exercised or performed by the Minister; and
- (b) the Minister may, under an instrument of delegation, delegate to a person any right, duty or power which this condition or the Contract authorises or requires the Minister to exercise or perform.

### **1.4 Conditions not to affect Vendor's or Minister's rights or powers under the LAA**

The Purchaser agrees that these Conditions do not in any way affect, alter or derogate from the Vendor's or the Minister's rights or powers under the LAA.

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## **2. LAND AND ENCUMBRANCES**

The Land is offered for sale and will be sold in accordance with these Conditions free of all Encumbrances except:

- (a) as specified in the Contract; and
- (b) any easement, positive covenant, restrictive covenant, memorial (and any condition or statement contained in the memorial), reservation, condition, building condition or Notification recorded or registered or to be recorded or registered on the certificate of Crown land title for the Land.

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## **3. PURCHASE PRICE**

The Purchase Price is to be paid to the Vendor and satisfied as follows:

- (a) by payment of the Deposit by cheque made payable to the Department contemporaneously with the execution of this Contract by the Purchaser (receipt of which is acknowledged by the Vendor by the execution of the Contract for and on behalf of the Vendor); and
- (b) by payment of the balance of the Purchase Price (being the purchase price less the Deposit) by unendorsed bank cheque made payable to the Department (or as otherwise directed in writing by an authorised officer of the Department) on the Settlement Date.

---

#### **4. DEPOSIT**

##### **4.1 Payment of Deposit**

The Deposit is to be paid to the Department and held by the Department as agent for the Vendor.

##### **4.2 Failure to pay Deposit**

If the Deposit is paid by cheque and the cheque is dishonoured on presentation to the drawer's bank, then:

- (a) the Purchaser is immediately in default under the Contract; and
- (b) the Vendor may, without prejudice to any other rights or remedies available to the Vendor, immediately terminate the Contract by notice in writing to the Purchaser.

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#### **5. SETTLEMENT**

##### **5.1 Settlement**

Settlement is to take place on the Settlement Date at the offices of the Department in Perth or at any other place in Perth as the Vendor appoints.

##### **5.2 Purchaser to tender Transfer**

A reasonable time before the Settlement Date, and in any event not less than 10 Business Days before the Settlement Date, the Purchaser must at the Purchaser's expense tender to the Department the Transfer which has been stamped and duly executed by the Purchaser as transferee.

##### **5.3 Procedure on Settlement**

At Settlement, the Purchaser will deliver to the Vendor in accordance with clause 3(b) an unendorsed bank cheque or bank cheques for the balance of the Purchase Price and against receipt of the balance of the Purchase Price, the Vendor will provide to the Purchaser, subject to the Purchaser's compliance with clause 5.2, the Transfer duly executed for and on behalf of the Vendor.

##### **5.4 Purchaser to remain liable**

If for any reason a bank cheque tendered as or towards the money payable by the Purchaser on Settlement is not honoured on first presentation, the Purchaser will remain liable to pay the amount of that money, without prejudice to any other rights, remedies or powers of the Vendor under the Contract.

##### **5.5 Acknowledgements by Purchaser**

The Purchaser acknowledges that:

- (a) a duplicate certificate of Crown land title for the Land does not exist and will not be delivered by the Vendor to the Purchaser at Settlement;

- (b) on the Completion Date, a Certificate of Title for the Land will not exist and the Vendor is not obliged to produce to the Purchaser a duplicate Certificate of Title for the Land at Settlement;
- (c) a Certificate of Title for the Land will be created by the Registrar once the Transfer has been registered in accordance with the provisions of the TLA where the Registrar will endorse on the Certificate of Title the particulars of all dealings and matters affecting the Land as specified in, or effected by, the Contract and the Transfer; and
- (d) unless the Purchaser has on the Transfer requested the duplicate Certificate of Title for the Land not to be issued, a duplicate Certificate of Title for the Land will be issued by the Registrar and forwarded to the issuing party as requested on the Transfer.

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**6. DELAY IN SETTLEMENT**

- (a) If for any reason attributable to the Purchaser, Settlement is not effected on or within 3 Business Days after the Settlement Date, the Purchaser is to pay to the Vendor on Settlement interest at the Rate on the balance of the Purchase Price and all other money which is payable on Settlement, calculated from and including the Settlement Date to but excluding the Completion Date.
- (b) The Vendor's right to a payment under sub-clause (a) is conditional on the Vendor being ready, willing and able to complete the sale on the Settlement Date and if the Vendor is not, the Vendor's right to the payment commences from the day on which the Vendor is ready, willing and able to complete the sale and has given notice to the Purchaser of that fact.
- (c) Except as provided in sub-clause (b), it is not necessary for the Vendor to give to the Purchaser a notice requiring the payment of interest under this clause.
- (d) The rights of the Vendor under this clause are without prejudice to the rights of the Vendor under these Conditions or the Contract.

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**7. POSSESSION AND RISK**

**7.1 Possession**

Subject to:

- (a) payment in full of the Purchase Price as is due and payable on the Settlement Date; and
- (b) the Purchaser having performed all of the Purchaser's obligations under these Conditions,

the Purchaser will be entitled to, and the Vendor will deliver to the Purchaser, possession of the Land on the Completion Date.

## **7.2 Risk**

Despite any rule of law or equity to the contrary, the Land is at the risk of the Purchaser from the time at which Settlement occurs or from the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

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## **8. OUTGOINGS**

### **8.1 No Outgoings assessed on the Land**

The Land is not subject to any Outgoings, as the Land is owned by the Crown in right of the State of Western Australia.

### **8.2 No adjustment of Outgoings**

As a result of what is stated in clause 8.1, the Purchaser agrees with the Vendor that no Outgoings will be apportioned between the Vendor and the Purchaser. The Purchaser is responsible for the payment of all Outgoings chargeable or payable in respect of the Land from the Completion Date or the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

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## **9. GENERAL PROVISIONS**

### **9.1 Purchaser's acknowledgements**

The Purchaser acknowledges and agrees that, except as disclosed in these Conditions:

- (a) no warranty or representation has been given or made to the Purchaser or anyone on the Purchaser's behalf by the Vendor, the Minister, the Vendor's Agent or any agent, employee or contractor of the Department or any other person on the Vendor's or Minister's behalf as to:
  - (i) the title to the Land;
  - (ii) any Encumbrance, restriction or right in favour of any third party affecting the Land;
  - (iii) the condition or state of repair of the Land or any part of the Land;
  - (iv) the condition or state of repair of the Improvements or any part of the Improvements;
  - (v) the suitability of the Land for any use or purpose of any kind; or
  - (vi) whether or not the fences (if any) purporting to be on the boundaries of the Land are in fact on the proper boundaries of the Land;

- (b) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, these Conditions or the Contract and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is sold as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Vendor to disclose or particularise any faults, defects or characteristics known to the Vendor;
- (d) the Purchaser is purchasing and is deemed to purchase in reliance on the Purchaser's own inspection of, and enquiries in relation to, the Land;
- (e) the Vendor will not be liable under any circumstances to make any allowance or compensation to the Purchaser nor will the Purchase Price be affected by the exclusion of warranties or representations in this clause 9.1 or for any fault, defect or characteristic in the Land; and
- (f) this clause will apply despite the contents of any brochure, document, letter or publication made, prepared or published by the Department or by any other person with the express or implied authority of the Department.

## **9.2 Error or misdescription**

No error or misdescription of the Land will annul the sale or affect the Purchase Price.

## **9.3 Requisitions on title**

The Purchaser is not entitled to make any objection to or requisition on the title to the Land, and the Vendor will not be obliged to furnish any answer to any objection or requisition on the title to the Land delivered by or on behalf of the Purchaser, it being acknowledged by the Purchaser that:

- (a) the Land is Crown land within the meaning of the LAA;
- (b) the State of Western Australia is, or is entitled to be recorded as the registered proprietor of the Land by virtue of section 29(5) of the LAA;
- (c) the Minister is authorised by section 74 of the LAA to sell Crown land;
- (d) the Minister through its authorised officer by delegated authority under section 9 of the LAA has executed the Contract on behalf of the State of Western Australia as authorised under section 10 of the LAA; and
- (e) the Land has been sold under section 74 of the LAA and the provisions of the LAA relating to the sale of Crown land apply to the Contract.

## **9.4 No compensation**

The Purchaser is not entitled to make any objection, requisition or claim for compensation, or to rescind the Contract in respect of:

- (a) the provision of, or a lack of, water, drainage, sewerage, gas, electricity, telephone or other services or connections to the Land, or in respect of the

fact that any services or connections may be joint services to any other land, or because any facilities for services for any other land pass through the Land;

- (b) any encroachment onto the Land by any improvement which does not form part of the Land, or the encroachment onto adjoining land of any improvement which forms part of the Land;
- (c) the location of any sewerage, water or drainage pipes or services affecting the Land, or that any sewer passes through, or penetrates the Land;
- (d) the fact that the current use of the Land may not be an authorised use under any applicable zoning or use law, scheme or regulation;
- (e) the fact that any fence on the Land is not on the proper boundaries of the Land; or
- (f) the fact that the area of the Land is different from the area indicated on any plan, brochure or document issued or published by or on behalf of the Department or Landgate or as indicated on the certificate of Crown land title to the Land.

#### **9.5 Planning and other matters**

The Purchaser acknowledges that the Land is sold subject to the following as at the Completion Date:

- (a) the provisions of any town planning scheme, zoning by-laws and other laws affecting the Land;
- (b) any order or requisition affecting the Land;
- (c) any proposal or scheme for the widening, realignment, closure, siting or alteration of the level of any road or right of way adjacent to the Land by any competent authority or person;
- (d) any resumption or proposal to resume the Land or any part of the Land; and
- (e) any easement, memorial (and any condition or statement contained in the memorial), Notification, reservation, condition, building condition, positive covenant or restrictive covenant affecting the Land,

and the Purchaser will take title subject to the above, and will not be entitled to make any objection, requisition, or claim for compensation, nor to rescind the Contract in respect of any of the above.

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## **10. DEFAULT**

### **10.1 Time of the essence**

Time is of the essence in respect of the Contract in all respects.

### **10.2 Termination of Contract**

- (a) Except as otherwise specifically provided in these Conditions:

- (i) the Vendor is not entitled to forfeit any money paid by the Purchaser or take or recover possession of the Land on the ground of the Purchaser's default in performing or observing any obligation imposed on the Purchaser under the Contract; and
- (ii) neither the Vendor nor the Purchaser is entitled to terminate the Contract on the ground of the other's default in performing or observing any obligation imposed on that other party under the Contract,

unless:

- (iii) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice shall require that the default be remedied within the period stipulated in that notice; and
  - (iv) the party in default fails to remedy the default within the period stipulated in that notice.
- (b) The period stipulated in the written notice referred to in clause 10.2(a)(iii) will not be less than 5 Business Days.
  - (c) The giving of a notice under this clause does not prejudice the right of either party to give a further notice under this clause.
  - (d) This clause does not apply where either party repudiates the Contract.

### **10.3 Purchaser default**

- (a) If the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under the Contract or if the Purchaser repudiates the Contract, then in addition to any other rights or remedies the Vendor has under the Contract or otherwise, the Vendor may:
  - (i) affirm the Contract and sue the Purchaser for damages for breach;
  - (ii) affirm the Contract and sue the Purchaser for specific performance of the Contract and damages for breach in addition to or in lieu of specific performance of the Contract;
  - (iii) proceed to take or recover possession of the Land; or
  - (iv) terminate the Contract and:
    - (A) forfeit the Deposit paid, except so much as exceeds 10% of the Purchase Price (which excess, if any, is to be regarded for the purposes of this clause as an instalment of the Purchase Price);
    - (B) sue the Purchaser for damages for breach; and
    - (C) without further notice to the Purchaser re-sell the Land in such manner as the Vendor in good faith deems fit and any deficiency arising from such re-sale and all expenses incurred

by the Vendor (but after giving credit for the Deposit if it has been forfeited) arising from that re-sale is recoverable by the Vendor from the Purchaser as liquidated damages.

- (b) The Vendor is entitled to retain, pending re-sale of the Land, all instalments of Purchase Price paid to the Vendor.
- (c) If the Vendor re-sells the Land the Vendor may:
  - (i) apply any instalments of the Purchase Price paid to the Vendor in or towards satisfaction of any damages mentioned in clause 10.3(a)(iv); and
  - (ii) retain absolutely:
    - (A) any surplus arising from such re-sale in excess of the original Purchase Price and expenses arising from the re-sale and all losses and expenses incurred by the Vendor resulting from the Purchaser's default; and
    - (B) any interest paid by the Purchaser.
- (d) If the Vendor does not commence proceedings for the recovery of damages or fails to re-sell and settle the re-sale of the Land within 12 months from the termination of the Contract, then after that period of 12 months has expired, the Vendor shall account to the Purchaser for all instalments of Purchase Price received by the Vendor (other than the Deposit forfeited by the Vendor in accordance with the Contract) without interest.

#### **10.4 Vendor default**

If the Vendor defaults in performing or observing any obligation imposed on the Vendor under the Contract or if the Vendor repudiates the Contract then the Purchaser, in addition to any other rights and remedies the Purchaser has under the Contract or otherwise, is entitled to the repayment of all money paid by the Purchaser under the Contract.

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### **11. DIVIDING FENCES**

#### **11.1 Vendor not liable**

The Purchaser and the Vendor agree that the Vendor will not be liable to the Purchaser or any other party claiming through the Purchaser to contribute to the cost of erecting or repairing any dividing fence whether under the *Dividing Fences Act 1961* or otherwise and that the Purchaser will assume any existing liability as from and including Settlement.

#### **11.2 Purchaser to indemnify the Vendor**

This condition will not prejudice or affect the rights of the Purchaser as between the Purchaser and adjoining owners other than the Vendor, and the Purchaser agrees to indemnify the Vendor against all claims in respect of the cost of erecting or repairing any dividing fence from any future owner, whether legal or equitable, of any adjoining land.

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**12. CAVEATS**

If a caveat is lodged against the certificate of Crown land title for the Land before the Settlement Date (other than a caveat registered by or in relation to the Purchaser or the Purchaser's interest in the Land) and the Vendor is unable to produce to the Purchaser at Settlement a withdrawal of the caveat:

- (a) despite any other clause in the Contract, the Vendor may by written notice to the Purchaser extend the Settlement Date by such period not exceeding 60 Business Days as the Vendor shall elect in its absolute discretion to attempt to cause the caveat to be withdrawn, removed or lapsed from the Register; and
- (b) if the Vendor for whatever reason cannot cause the caveat to be withdrawn, removed or lapsed from the Register on or before the extended Settlement Date under sub-clause (a), the Contract will be deemed to have come to an end upon which so much of the Purchase Price that has been paid by the Purchaser will be refunded to the Purchaser and there will be no further claim under the Contract by either the Vendor or the Purchaser against the other at law or in equity.

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**13. CERTIFICATE OF CROWN LAND TITLE NOT CREATED AND REGISTERED ON THE CONTRACT DATE****13.1 Application**

If a certificate of Crown land title for the Land has not been created and registered as at the Contract Date, this clause shall apply to the Contract.

**13.2 Vendor to apply for Certificate of Crown Land Title**

The Vendor will at the Vendor's expense as soon as practicable after the Contract Date, apply to the Registrar for the creation and registration of a separate certificate of Crown land title for the Land.

**13.3 Minor alterations**

The Purchaser must not unreasonably object to minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title as required by any third party whose consent or approval is required for the creation and registration of a certificate of Crown land title for the Land.

**13.4 Purchaser to accept title**

The Purchaser must not refuse to accept title to the Land or make any claim for compensation for minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title.

**13.5 Vendor to notify creation and registration of Certificate of Crown Land Title**

The Vendor must send a notice notifying the Purchaser or the Purchaser's Conveyancer in writing within 5 Business Days of the creation and registration of a certificate of Crown land title for the Land.

### **13.6 Settlement**

Settlement in terms of clause 5 is to take place on the later of:

- (a) 14 Business Days after the service of a notice under clause 13.5; or
- (b) the Settlement Date.

### **13.7 Termination of Contract**

If, prior to the Settlement Date:

- (a) a certificate of Crown land title for the Land in accordance with these Conditions has not been created and registered; or
- (b) the Vendor is unable for whatever reason to transfer title to the Land in accordance with these Conditions,

the Vendor shall repay to the Purchaser the Deposit and all other monies (if any) paid by the Purchaser to the Vendor under the Contract without deduction and on repayment, the Contract will cease to have effect and neither party will have any claim of any nature against the other.

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## **14. CONNECTIONS TO SEWER**

If, at the Contract Date:

- (a) the Land is not connected to a sewer; and
- (b) the Vendor has not received a notice from a competent authority requiring the Land to be so connected,

and on or before the Settlement Date a competent authority issues to the Vendor a notice requiring the Land to be connected to a sewer, the Purchaser will be responsible for the payment of all costs and expenses payable to the competent authority or any other body in respect of that connection.

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## **15. MISCELLANEOUS**

### **15.1 Notices**

- (a) Any notice given or required to be given under this Contract or these Conditions:
  - (i) must be in writing addressed as shown below:

(A) if to the Vendor:

Address: Department of Lands  
PO Box 1221, West Perth WA 6872  
Marked for the attention of the party set out in  
the Contract and if by fax at the fax number set  
out in the Contract;

(B) if to the Purchaser, to the Purchaser's address shown in the  
Contract (or to any other address specified by the Purchaser to  
the Department by notice).

(ii) served on the Purchaser's Conveyancer in accordance with this clause  
will be treated for all purposes as if the notice had been served on the  
Purchaser;

(iii) must be signed by the sender or an officer of, or under the common  
seal, of the sender or by the sender's authorised representative (as the  
case may be);

(iv) is to be regarded as being given by the sender and received by the  
addressee:

(A) if by delivery in person, when delivered to the addressee;

(B) if by post (which posting must be by pre-paid security post),  
3 Business Days from and including the date of posting to the  
addressee; and

(C) if by facsimile transmission:

(1) on the date the notice or communication is transmitted in  
its entirety by a facsimile machine; and

(2) that facsimile machine produces a transmission report  
which indicates that the facsimile was sent in its entirety  
to the facsimile number of the addressee,

but if the delivery or transmission by facsimile is on a day which  
is not a Business Day or is after 5.00 p.m. (addressee's time) it  
is to be regarded as being given at 9.00 a.m. (addressee's time)  
on the next succeeding Business Day and can be relied upon  
by the addressee, and the addressee is not liable to any other  
person for any consequences of that reliance if the addressee  
believes it to be genuine, correct and authorised by the sender.

(b) Where the Purchaser comprises 2 or more persons or corporations, or any  
combination of the same, notice to either 1 person or to 1 corporation is  
deemed notice to all persons and corporations comprising the Purchaser.

## **15.2 Governing law**

These Conditions and the Contract are to be governed by and construed according to the laws of Western Australia.

## **15.3 Moratorium**

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

## **15.4 Severability**

If a condition, covenant or stipulation of these Conditions or of the Contract or the application of them to a person or circumstances is, or becomes, invalid or unenforceable the remaining covenants, conditions and stipulations are not to be affected by the invalidity or enforceability, and each covenant, condition and stipulation of these Conditions and the Contract will be valid and enforceable to the fullest extent permitted by law.

## **15.5 Assignment**

The Purchaser may not assign its rights under the Contract without the prior written consent of the Vendor, which consent may be withheld in the absolute discretion of the Vendor.

## **15.6 Waiver and variation**

A provision of, or a right created under, the Contract may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by all parties.

## **15.7 Further assurances**

The Vendor and the Purchaser agree to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, these Conditions and the Contract.

## **15.8 Obligations survive Settlement**

Without limitation, to the extent that any obligations under the Contract and these Conditions have not been complied with on or before Settlement, those obligations survive Settlement and continue until complied with.

## **15.9 Legal costs**

Subject always to clause 15.11, each party is to pay its own solicitor's costs in respect of the Contract and the completion of the Contract.

#### **15.10 Duty**

The Purchaser is to pay all duties (including fines or penalties incurred as a result of the Purchaser's action or inaction) payable in relation to the Contract and the Transfer.

#### **15.11 Default costs and expenses**

The Purchaser shall on demand pay to the Vendor all monies, costs, charges and expenses incurred or expended by the Vendor under or in connection with or by reason of the breach or failure by the Purchaser to observe and perform any of the covenants or conditions on the part of the Purchaser in the Contract or by reason of or in relation to the exercise or attempted exercise by the Vendor of the rights, powers and authorities of the Vendor under the Contract together with interest on those monies at the Rate computed from the time of payment to but excluding the date of repayment or discharge of the liability.

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### **16. GOODS AND SERVICES TAX**

#### **16.1 Purchaser to pay GST**

The Purchaser must pay additional to the Purchase Price any GST payable by the Vendor in respect of a Taxable Supply made under this Contract. Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

#### **16.2 Tax Invoice**

Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

#### **16.3 Notification is conclusive**

A written notification given to the Purchaser by the Vendor of the amount of GST that the Vendor is liable to pay on a Taxable Supply made or to be made under this Contract is conclusive between the parties except in the case of an obvious error.

#### **16.4 If no GST Liability**

Where the Vendor does not have a liability under the GST Act for GST for a supply under this Contract, the parties agree that the Purchase Price shall be exclusive of any amount in respect of GST.

#### **16.5 Margin Scheme**

Where the Vendor has a liability for GST for a Taxable Supply under this Contract and the Vendor is entitled to use the Margin Scheme under the GST Act, if the

Vendor and the Purchaser have agreed in writing that the Margin Scheme is to apply to calculate the GST liability prior to the making of the Taxable Supply then the Purchaser shall pay to the Vendor any GST on the Taxable Supply determined in accordance with the Margin Scheme in addition to the Purchase Price.

#### **16.6 The Purchaser must pay GST at same time**

The Purchaser must pay to the Vendor the amount of the GST that the Purchaser is liable to pay under this Contract:

- (a) at the same time; and
- (b) in the same manner,

as the Purchaser is obliged to pay for the Taxable Supply.

#### **16.7 Tax Ruling**

- (a) If, at any time, the Vendor wishes to obtain a tax ruling from the Australian Taxation Office as to whether or not there is a liability for GST on the Vendor on the Taxable Supply pursuant to this Contract or as to whether or not the Vendor may adopt the Margin Scheme to calculate such GST liability, then the Vendor may (but shall not be obliged to) apply to the Australian Taxation Office for a tax ruling.
- (b) The application for the tax ruling will be made by the Vendor at its sole cost.
- (c) The Purchaser shall provide such assistance as the Vendor may reasonably require to obtain the tax ruling on the matter.
- (d) The Vendor shall not be obliged to accept the tax ruling.
- (e) If a tax ruling has not been obtained prior to the date on which the Purchaser is obliged to pay for the Taxable Supply, then the Purchaser shall pay to the Vendor the amount of GST appearing in the notification mentioned in clause 16.3, subject to a refund or a partial refund being made to the Purchaser if it is finally established that there is no liability for GST or that the Purchaser and the Vendor can validly adopt the Margin Scheme, respectively.

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### **17. CONTAMINATION AND RELATED MATTERS**

#### **17.1 No warranty**

The Vendor makes no warranty:

- (a) as to the nature or extent to which the Land may be affected by any Contamination; and
- (b) that remediation works will not be required to be carried out by the Purchaser for any use which the Purchaser may make of the Land.

## **17.2 Memorial**

- (a) The Vendor may at its sole discretion lodge with the Registrar of Titles a memorial pursuant to section 17 of the LAA over the Land with a statement warning of any Contamination of the Land or other relevant factor as a hazard or other factor affecting, or likely to affect, the use or enjoyment of the Land.
- (b) The Purchaser's execution of this Contract evidences the Purchaser's acknowledgment and consent to any action by the Vendor in accordance with sub-clause (a) and may be relied upon as its consent for the purpose of lodging any such memorial, under section 17(1) of the LAA.

## **17.3 No compensation**

Without limiting anything in clause 9, the Purchaser agrees and acknowledges and accepts the Land in its present condition including without limitation the presence of any Contamination and shall not make or take any objection, requisition or claim for compensation, or rescind or terminate the Contract in relation to the presence of any Contamination in or on the Land which is present at, or may become apparent after, Settlement.

## **17.4 Purchaser to assume all responsibility**

The Purchaser as owner of the Land must at its own cost and expense assume all responsibility for the presence of any Contamination found over, on or in the Land and must to the fullest extent permitted by the law assume all responsibility for:

- (a) compliance with all Environmental Laws;
- (b) the conduct and performance of any work required by any competent authority in respect of any Contamination or under any Environmental Laws; and
- (c) any legal, statutory or other liability under or in connection with or resulting from the presence of any Contamination over, on or in the Land.

## **17.5 Release and indemnity**

The Purchaser releases and indemnifies and will keep indemnified, the Minister and the Crown from and against all actions, claims, writs, proceedings, suits, demands, losses, damages, compensation, costs of remediation, legal costs, charges and expenses whatsoever which at any time may be brought, maintained or made against the Minister or the Crown arising from or relating to:

- (a) the state or condition of the Land;
- (b) any Contamination over, on or in the Land or emanating from the Land; or
- (c) both of the matters covered in sub-clauses (a) and (b).

**17.6 Clause Continuance**

This clause and the matters binding it:

- (a) do not merge on Settlement; and
- (b) continue after Settlement.

# **ATTACHMENT NO. 7**



|             |  |
|-------------|--|
| QUOTE No.   | 130818   |
| Project:    | Bassendean Mens Shed   |
| Date:       | 13/08/2018   |
| Description | Bassendean Mens Shed - Clearing, Earthworks, Retaining and Carpark |

| Item       | Description  | Qty  | Unit | Rate        | TOTAL                             |
|------------|--|------|------|-------------|-----------------------------------|
| <b>1.0</b> | <b>Option 1</b>  |      |      |             |                                   |
|            | Mobilisation / Demobilisation equipment  | 1    | Item | \$ 3,775.20 | \$ 3,775.20                       |
|            | Supervision and Survey   | 1    | Item | \$ 8,167.50 | \$ 8,167.50                       |
|            | Site Facilities (toilet)   | 1    | Item | \$ 834.90   | \$ 834.90                         |
|            | Detailed Design with Engineering Certification for the earthworks, carpark and crossover | 1    | Item | \$ 5,566.00 | \$ 5,566.00                       |
|            |  |      |      | \$ -        |                                   |
|            | Clearing and Mulching (mulch stockpiled on site)   | 1    | Item | \$ 7,933.50 | \$ 7,933.50                       |
|            | Strip Topsoil and stockpile on site for respread   | 1613 | m2   | \$ 1.65     | \$ 2,661.45                       |
|            | Import Fill place and compact  | 357  | m3   | \$ 31.46    | \$ 11,231.22                      |
|            | Cut to Fill  | 192  | m3   | \$ 13.53    | \$ 2,597.76                       |
|            | Retaining Walls including excavation and backfill (by others)                            | NA   |      | \$ -        |                                   |
|            | Subgrade preparation and compaction  | 550  | m2   | \$ 6.60     | \$ 3,630.00                       |
|            | 200mm thick Limestone Subbase  | 550  | m2   | \$ 19.21    | \$ 10,563.30                      |
|            | 40mm thick Asphalt Wearing Course (NK Asphalt)   | 482  | m2   | \$ 31.10    | \$ 14,988.75                      |
|            | SMK Kerbing  | 101  | m    | \$ 47.63    | \$ 4,810.63                       |
|            | Backfill Kerbs and Verge   | 1    | Item | \$ 2,310.00 | \$ 2,310.00                       |
|            | Drainage Spillway  | 1    | Item | \$ 2,046.00 | \$ 2,046.00                       |
|            | Limestone Block Walls  |      |      |             |                                   |
|            | Mobe and Demobe  | 1    | Item | \$ 1,887.60 | \$ 1,887.60                       |
|            | 2c Wall  | 17   | m    | \$ 113.39   | \$ 1,927.63                       |
|            | 3c Wall  | 34   | m    | \$ 169.82   | \$ 5,773.88                       |
|            | 4c Wall  | 47   | m    | \$ 249.55   | \$ 11,728.85                      |
|            | Excavation for wall footings   | 98   | m    | \$ 26.93    | \$ 2,639.14                       |
|            | Backfill and compact behind walls  | 98   | m    | \$ 35.00    | \$ 3,430.00                       |
|            |  |      |      |             | <b>\$ 108,503.31</b>              |
| <b>1.0</b> | <b>Option 2</b>  |      |      |             |                                   |
|            | Mobilisation / Demobilisation equipment  | 1    | Item | \$ 3,775.20 | \$ 3,775.20                       |
|            | Supervision and Survey   | 1    | Item | \$ 8,167.50 | \$ 8,167.50                       |
|            | Site Facilities (toilet)   | 1    | Item | \$ 834.90   | \$ 834.90                         |
|            | Detailed Design with Engineering Certification for the earthworks, carpark and crossover | 1    | Item | \$ 5,566.00 | \$ 5,566.00                       |
|            |  |      |      | \$ -        |                                   |
|            | Clearing and Mulching (mulch stockpiled on site)   | 1    | Item | \$ 9,717.40 | \$ 9,717.40                       |
|            | Strip Topsoil and stockpile on site for respread   | 1844 | m2   | \$ 1.65     | \$ 3,042.60                       |
|            | Import Fill place and compact  | 514  | m3   | \$ 31.46    | \$ 16,170.44                      |
|            | Cut to Fill  | 192  | m3   | \$ 13.53    | \$ 2,597.76                       |
|            | Retaining Walls including excavation and backfill (by others)                            | NA   |      | \$ -        |                                   |
|            | Subgrade preparation and compaction  | 550  | m2   | \$ 6.60     | \$ 3,630.00                       |
|            | 200mm thick Limestone Subbase  | 550  | m2   | \$ 19.21    | \$ 10,563.30                      |
|            | 40mm thick Asphalt Wearing Course (NK Asphalt)   | 482  | m2   | \$ 31.10    | \$ 14,988.75                      |
|            | SMK Kerbing  | 101  | m    | \$ 47.63    | \$ 4,810.63                       |
|            | Backfill Kerbs and Verge   | 1    | Item | \$ 2,310.00 | \$ 2,310.00                       |
|            | Drainage Spillway  | 1    | Item | \$ 2,046.00 | \$ 2,046.00                       |
|            | Limestone Block Walls  |      |      |             |                                   |
|            | Mobe and Demobe  | 1    | Item | \$ 1,887.60 | \$ 1,887.60                       |
|            | 2c Wall  | 45   | m    | \$ 113.39   | \$ 5,102.55                       |
|            | 3c Wall  | 33   | m    | \$ 169.82   | \$ 5,604.06                       |
|            | 4c Wall  | 40   | m    | \$ 249.55   | \$ 9,982.00                       |
|            | Excavation for wall footings   | 118  | m    | \$ 26.93    | \$ 3,177.74                       |
|            | Backfill and compact behind walls  | 118  | m    | \$ 35.00    | \$ 4,130.00                       |
|            |  |      |      |             | <b>Total Ex GST \$ 118,104.43</b> |

16 August 2018

**Attention: Greg Neri**

Bassendean Youth Services

Town Of Bassendean

Email: [greg@bys.net.au](mailto:greg@bys.net.au)

Dear Greg,

**Re: Bassendean Men's Shed**

We take pleasure in submitting this quotation for the project mentioned above.

|                     |                    |
|---------------------|--------------------|
| <b>Price:</b>       | <b>\$14,520.00</b> |
| GST:                | \$1,452.00         |
| <b>Total Price:</b> | <b>\$15,972.00</b> |

**Price does include:**

- Cold water services.
- Hot water service.
- Hot water control valves.
- Electric Hot water unit.
- Backflow prevention valve at water meter.
- Sewer drainage.
- Hydraulic Stormwater drainage from 4 downpipes to discharge at carpark area.
- 1 x standard toilet and wall basin.
- 1 x disabled toilet and wall basin.
- 1 x kitchen sink.
- 1 x eye wash unit.

**Price does not include:**

- Consultancy Fees.
- Local and Government Authority Fees and Applications.
- Provisional/PC sums.
- Rock removal.
- Hard digging: Hard digging is defined as material that cannot be excavated by a 20 tonne excavator at the rate of 18 cu. metres per hour or a 5.5 tonne excavator at the rate of 12 cu. metres per hour or any sort of attachment other than the standard bucket is required.  
If the digging is unable to be achieved with the machine that generally considered to be the correct size for the job, the mobilization and demobilization will be charged as a variation to the contract.
- No allowance has been made to backfill any service trenches with imported soil if the existing ground conditions are unsuitable for backfill. If so the builder is to supply clean fill and additional costs will apply to install.
- Roof plumbing, (gutters and downpipes)
- Remove excess spoil and rubbish from site.
- Stone Pitching
- Concrete Cutting.
- Removal and reinstatement of existing sealed surfaces such as concrete, bitumen, paving, gardens, lawns, fencing, wall cladding and road base/hardstand material.
- Repair, upgrading, relocation and diversion of existing and new services.
- Removal of any underground obstruction for installation of services.

**Price does not include cont:**

- Scanning & potholing for location of services.
- Painting of any pipework
- Electrical work of any voltage including signal cabling between hydraulic components.
- Fire extinguishers or blankets.
- Any cost's associated with contaminated materials such as asbestos or acid sulphate soils.
- No concrete works including footings or surrounds to channel grates.
- Dewatering and any associated delay cost's accrued by the dewatering process.
- Survey works as required.
- Builder to supply power and water for construction purposes at no cost to CP.
- Builder to supply First Aid facilities onsite.
- Traffic Management, protection for public and associated costs as required.

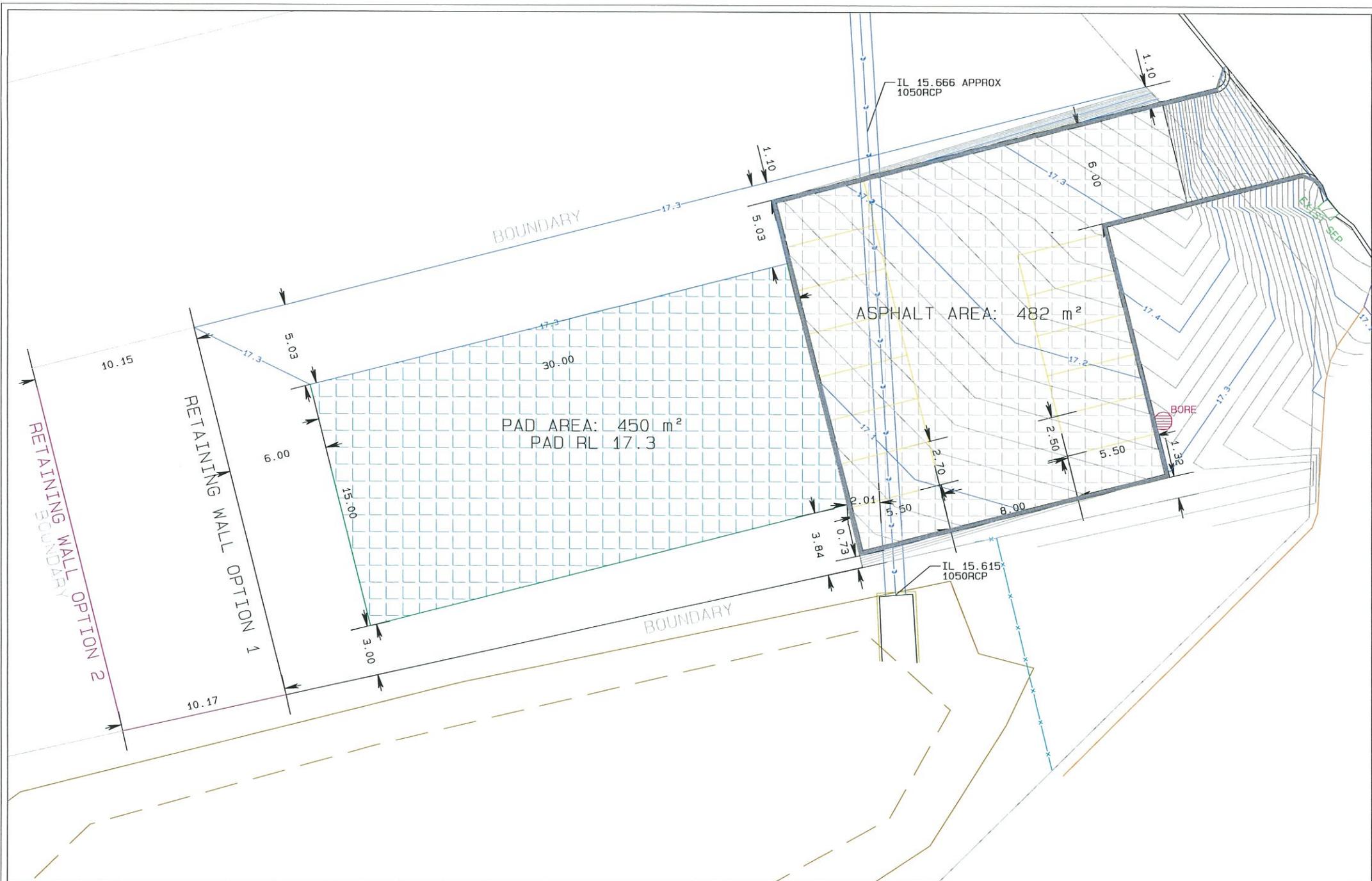
**CONDITIONS APPLY:**

- Final price will be confirmed after construction documents and contractual conditions are reviewed.
- This quotation is valid for 30 days only.
- No allowance for any insurance requirements other than Commercial Plumbing Co current policies.
- All variations to the agreed contract sum shall be issued in writing prior to any works commencing.
- Trading terms are strictly 30 days from the date of invoice/progress claim.
- All goods to be returned will incur a 10% handling fee plus a restocking fee nominated by the supplier.
- Please note that Commercial plumbing will only use the highest quality materials for your installation
- All works will comply with the AS 3500, Australian Standards
- Warranty: Commercial Plumbing Co Pty Ltd will warranty fixtures, tapware and materials that have been supplied by Commercial Plumbing Co Pty Ltd and installed by Commercial Plumbing Co Pty Ltd for a period of 12 months after the date of practical completion providing Practical Completion is within 3 months of the last works being completed.  
Commercial Plumbing Co Pty Ltd is required by WA legislation to warranty all workmanship for a period of 6 years.  
A rectifications notice may not be given more than 6 years after the work is completed (which if not previous rectifications notice in respect of the work has been given, is to be taken to be the time when the certificate of compliance for the work is given).

Kind Regards,



**Luke Scott**  
Manager  
Commercial Plumbing Co Pty Ltd



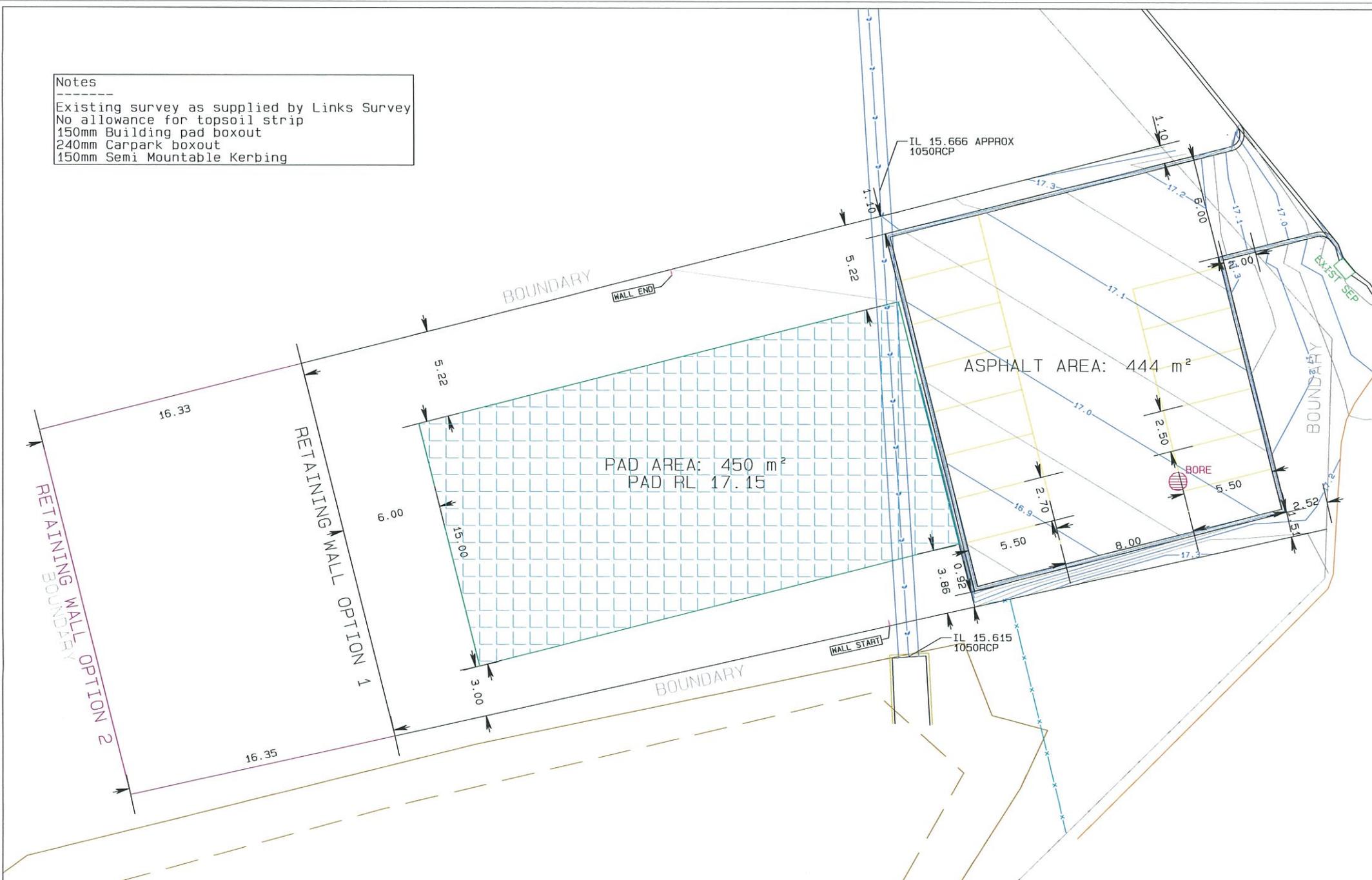
| REVISION | DESCRIPTION             | DATE     |
|----------|-------------------------|----------|
| 1        | Update Sheet Dimensions | 10/08/18 |
| 0        | Initial Issue           | 07/08/18 |

|                 |                   |
|-----------------|-------------------|
| Job Ref<br>XXXX | Drawing No<br>001 |
|-----------------|-------------------|

|            |            |
|------------|------------|
| Drawn      | A. White   |
| Date       | 10/08/18   |
| Hor Datum  | PCG94      |
| Vert Datum | AHD        |
| Scale      | 1:200 @ A3 |

|               |                               |
|---------------|-------------------------------|
| Project Name  | Town of Bassendean Men's Shed |
| Drawing Title | Proposed Design               |

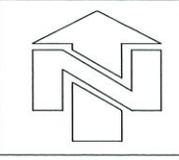
Notes  
 -----  
 Existing survey as supplied by Links Survey  
 No allowance for topsoil strip  
 150mm Building pad boxout  
 240mm Carpark boxout  
 150mm Semi Mountable Kerbing



**DENSFORD CIVIL**

Densford Civil Pty Ltd  
 12 Sarich Court Osborne Park  
 WA 6017

Phone: 08 9446 3155  
 Facsimile: 08 9446 3911  
 www.densfordcivil.com.au



| REVISION | DESCRIPTION             | DATE     |
|----------|-------------------------|----------|
| 2        | Design Adjustments      | 16/08/18 |
| 1        | Update Sheet Dimensions | 19/08/18 |
| 0        | Initial Issue           | 07/08/18 |

Job Ref  
 Z\-\ 180814 Design AW/pro

Drawing No  
 001

Drawn  
 A. White

Date  
 16/08/18

Hor Datum  
 PCG94

Vert Datum  
 AHD

Scale  
 1:200 @ A3

Project Name  
**Town of Bassendean  
 Men's Shed**

Drawing Title  
**Proposed Design**

# BASSENDEN COMMUNITY MEN'S SHED INC

## DRAFT BUSINESS PLAN

*This business plan has been prepared by the Bassendean Community Men's Shed Inc. It was submitted to the Town of Bassendean for consideration.*

### PREAMBLE

This business plan is for a men's shed in Bassendean and is predicated on-

The Town of Bassendean providing the land and constructing and owning the built shed structure; and

The Bassendean Community Men's Shed Inc providing additional facilities not included in the initial built structure, all machinery and supplies and meeting all operational costs under a lease to be settled between the Town of Bassendean and the Bassendean Community Men's Shed Inc.

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APPENDIX "A" Agreement and lease for the land previously allocated by the Town for the construction of a men's shed.

APPENDIX "B" Budget for the construction costs of the shed (to be provided by the Town)

APPENDIX "C" Indicative Annual Operating Budget

### 1 Executive Summary

This business plan is to build a Men's Shed in the Town of Bassendean on May Holman Drive Bassendean.

The proposal has been investigated and is viable.

The men's shed will deliver primary health and social benefits to men with secondary social benefits for their partners and the community generally.

The Town of Bassendean has secured a Lotterywest grant of \$200,000 towards the construction costs of the men's shed. The Town will meet the remainder of the construction costs. The

Bassendean Community Men's Shed Inc will fund the costs of improving the shed facilities as well as ongoing operating costs.

The Town of Bassendean entered into an Agreement and lease with the Bassendean Community Men's Shed Inc setting out the terms and conditions of the lease for a men's shed. While the Agreement and lease relates to a proposed location of the men's shed on the Town's depot site, it provides the essential elements of the lease to be entered into between the parties.

The Bassendean Community Men's Shed has a set of objectives best described as inclusive, democratic and socially conscious. It is intended the shed will be a community asset and managed by the Shed in a way that encourages a broad cross section of the community to utilise this asset.

The net constructions costs of the Shed is estimated to be \$370,000 excluding GST with funding sourced from Town of Bassendean (\$170,000), Lotterywest (\$200,000). The Bassendean Community Men's Shed will and contribution \$50,000 for improvements, machinery and supplies.

The **Shed** is proposed to operate independently with limited or no external operating funding. The **Shed** has successfully operated a temporary shed meeting all outgoings and financial obligations.

The Shed will improve the lives of its members and make a positive contribution to the broader community.

## **2 Definitions**

In this document the following terms are used-

'**Town**' means the Town of Bassendean

'**Shed**' means the Bassendean Community Men's Shed Inc

'**the shed**' means the building proposed to be constructed as a men's shed

## **3 Business Plan Purpose and Document Framework**

The purpose of this a "Business Plan", is to articulate in one place a complete summary of the proposed new shed, the benefits that will be derived by its construction; how it will be funded, resourced and managed; and why it is a sound investment for stakeholders.

This Business Plan is important because it establishes-

- what is intended to be delivered;
- what benefits this will achieve;
- how much it will cost;
- what resources and commitments will be required;
- how this proposal aligns with strategic objectives;
- the values and principles which will be adhered to;
- who will own the outcomes;
- who will be responsible for what;
- why this proposal is a good investment;
- what could go wrong and the consequences (aka risks);
- the viability and margins of success;
- how success will be measured; and

- other pertinent details.

## **4 Background**

### **4.1. About Men's Sheds**

The modern men's shed is an updated version of the backyard shed that has long been a part of Australian culture. Men's sheds are springing up all around Australia. If you looked inside one you might see a number of men restoring furniture, perhaps restoring bicycles for a local school, maybe making bird boxes or fixing lawn mowers or making a kid's cubby houses. You might also see a few young men working with the older men learning new skills and maybe also learning something about life from the men they work with. You will see tea-bags, coffee cups and a comfortable area where men can sit and talk. You might also see an area where men can learn to cook for themselves or gain or improve their computer skills.

So what is so special about this type of men's shed?

Many men are reticent about openly discussing their own health,-feelings and emotions. In the past there has been little encouragement for men to take an interest in their own health and wellbeing. Unfortunately men's reluctance to talk about their emotions and concerns can result in them not asking for help or seeking and being provided with information that could lead to improved health and well-being outcomes. Research informs that many men are less healthy than women, drink more, take more risks and suffer more from isolation, loneliness and depression. Relationship breakdown, retrenchment or early retirement from a job, loss of children following divorce, physical or mental illness are just some of the problems that men find it hard to deal with on their own.

Good health is based on many factors including feeling good about yourself, being productive and valuable to your community, connecting to friends and maintaining an active body and an active mind. Becoming a member of a Men's Shed gives a man that safe and busy environment where he can find many of these things in an atmosphere of old-fashioned mateship. And, importantly, there is no pressure. Men can just come and have a yarn and a cuppa if that is all they're looking to do.

Members of Men's Sheds come from all walks of life - the bond that unites them is that they are men with time on their hands and they would like something meaningful to do with that time.

Ideally, a Men's Shed will have one or more co-ordinators or shed bosses who have both the technical and social skills to develop a safe and happy environment where men are welcome to work a project of their choice in their own time and where the only 'must' is to observe safe working practices. All in a spirit of mateship.

Because men have tended not to make a fuss about their problems, some physical, mental or other problems have consistently been ignored and not been given the attention they deserve. It's time for a change and the Men's Shed movement is one of the most powerful tools we have in helping men deal with the pressures of modern life and being seen as valued and valuable members of our community.

Further information on Men's Sheds is available from the Australian Men's Shed Association website, [www.mensshed.org](http://www.mensshed.org).

### **4.2. Development of Men's Sheds**

The number of sheds has grown rapidly but in the early days there was no central reference source and a great deal of duplication and "wheel re-invention". In April 2007 the Australian Men's Shed

Association (AMSA) was established to act as a resource centre for all sheds and to promote the idea of independent community men's sheds. The Association represents and promotes the Shed movement, and acts as a communications hub using its website and the regular newsletters.

The Australian Men's Shed Association has Men's Shed members across Australia.

The peak body in Western Australia is Men's Sheds WA. It reports that there are over 170 sheds or men's shed groups throughout the state. A considerable number remain in the development stage.

The men's shed movement is found in a number of western democracies including England, Scotland, Ireland, United States of America and New Zealand.

#### 4.3. Moves to Establish a Men's Shed in Bassendean

Just over a decade ago, in 2008, the Lions Club of Bassendean ('the Club') started its search for a site within the Town of Bassendean suitable for the construction of a men's shed. This action was the result of discussions within the Club about the potential benefits of a shed being established in the area. Importantly, those discussions also included a realistic canvassing of potential issues and difficulties that could arise in the process.

The Club initially raised the prospect with Town councillors and management and in doing so identified its reasons for pursuing this course. The Town was supportive of the idea of a men's shed in principle and was prepared to evaluate possible sites within the area that might be suitable.

Separately and subsequently discussions with local school Principals occurred to canvas whether there were any school sites with excess land that might be suitable for a shed. A range of sites were identified. Two sites were considered to be suitable and had the support of the respective Principals. These were the Eden Hill Primary School and Cyril Jackson Senior Campus. Approaches made to the WA Department of Education unfortunately resulted in approval to place a shed on school land being rejected. It now appears the Department rejected similar approaches from other men's sheds organisations in Western Australia. While this setback was disappointing, the Club pressed ahead in trying to find a suitable site.

Separately, the Town made a number of suggestions about suitable locations for the shed. One suggestion involved a possible co-location of a men's shed on the land occupied by the Railway Heritage Society ('the Society'). The Club entered into detailed discussions with the Society on the prospect of some of the additional land then obtained by the Society being used for a men's shed. But despite a great deal of goodwill from all sides, the talks ultimately were not successful when the Society decided it required the additional land for its own expansion plans

Land was also identified near the railway line relatively close to the Lord Street rail bridge. This was subsequently found to be unsuitable, being too close to residential properties. Other prospects fell away as well, primarily on planning considerations. So, after five years of searching for a public land site, it appeared it might not be possible to establish a shed in Bassendean.

The Town had, however, had not given up. The Town's publication *Bassendean Briefings* ran articles and photographs of the efforts being made to locate a site and continued to evaluate prospects for a men's shed project. And the situation changed for the better in late 2013.

On Tuesday 17 December 2013 the Town Council wrote to the Club advising it had agreed in principle to approve 900m<sup>2</sup> to 1,000m<sup>2</sup> of land at the Town's depot site in Scaddan Street Bassendean for the purpose of establishing a Bassendean Men's Shed building subject to-

1. *Council being given the authority to lease the land by the Department of Planning and Infrastructure;*
2. *The Technology Assisting Disabled WA organisation and St John's Ambulance organisation granting approval for reciprocal carriageway access way arrangement to Collier Road;*
3. *Funding being allocated by Council to replace the existing kennels/chemicals store facility;*
4. *Funding being allocated by Council to conduct a geotechnical investigation; and a*
5. *Suitable sublease being agreed between the Lions Club of Bassendean and the Town of Bassendean*

The Club responded as follows-

*Our Club applauds the Council's decision and wishes to place on record our appreciation to Councillors and Council officers who have expressed a strong interest in seeing this project come to fruition.*

*As you know, the Men's Shed movement has been strongly supported by governments interested in preserving the physical and mental health of older men living in the community. We believe the local community will benefit by a Shed being established and to that end the Council's decision is seen by us as a positive move towards this goal.*

*We would like to suggest that we meet with the appropriate Council officers early in February 2014 to gain an understanding of the timing of the actions necessary to fulfil the conditions set out in your letter. At that meeting we would be keen to ascertain when you think the Council would be able to seek the necessary approvals from the Department of Planning and Infrastructure and the Technology Assisting Disability WA and St John's Ambulance. It goes without saying that our Club would be pleased to render whatever assistance Council may need to secure these approvals. We would also be keen to set a timeline for resolving the appropriate terms of the lease.*

On the 6 March 2014 the Club met with Nerreda Hillier of Lotterywest to discuss the prospect of it providing the funds necessary to construct a men's shed. In summary, she advised as follows:

- *To qualify for funding from Lotterywest the Men's Shed needs to have some runs on the board - that is be able to demonstrate that there is a viable group interested in establishing a Men's Shed and in fact that a group is already engaged in carrying out projects*
- *It is vital that the Lions/Men's Shed working group keep good records on the processes used to establish the shed and its activities*
- *It is essential that the Men's Shed group be active and be seen to be active*
- *There is a need to be realistic about lead times. There is no chance of receiving funding in a short space of time*
- *The Men's Shed would need to be separately incorporated and registered for GST; and*
- *If funding is approved, Lotterywest will insist on a Building Grant Agreement that requires the parties to commit that in the event of the Men's Shed ceasing to operate, the building will be used for another community purpose.*

The Club then set about the task of implementing the Lotterywest advice. One step was to inform the community about what was planned and to seek expressions of interest. This was done through

an article placed in *Bassendean Briefings* and another article and some advertising being published in the local community newspaper, the then *Eastern Suburbs Reporter* on the 15<sup>th</sup> and 24<sup>th</sup> April 2014. All this was aimed at mobilising a sufficient number of men interested in forming a Men's Shed group that could meet on a weekly basis and start to look at projects that might be undertaken.

The advertisement in the *Eastern Suburbs Reporter* read as follows:

### **MENS SHED**

*The Town of Bassendean has graciously allocated land for a Men's Shed.*

*Men's Sheds around Australia are providing a great place to undertake interesting projects and be involved in activities that have an individual and community benefit.*

*Bassendean Lions now need to demonstrate a Shed will be used by the local community.*

*If you are interested in participating in the Men's Shed, please contact Ted on 0402 035100 or email Clive at [clibro@iinet.net.au](mailto:clibro@iinet.net.au)*

At the same time the Club approached Philippa Rogers at the Railway Heritage Society about the prospect of a meeting space and work area (not a separate shed) being made available to a potential men's shedders group. The answer was a very welcome 'yes' to making space available for meetings of the men's shed group.

The initial community meeting called to gauge interest in establishing a Men's Shed in Bassendean was held at the Bassendean RSL Hall on the 29 May 2014. It was very encouraging.

From then on there were regular meetings of those interested at the Society's premises and the numbers attending increased throughout 2014 so much so that the decision was taken to register a new organisation, the Bassendean Men's Shed, as an incorporated not for profit association. In a relatively short time Rules for the organisation were drawn up and the application for incorporation was made and accepted with that registration coming into effect on 24<sup>th</sup> February 2015.

The incorporated body started life with modest funds entirely contributed by members and some supporters. By May 2015 the **Shed** had a bank balance of just \$1,130.00. But it was very active.

Apart from its regular weekly meetings, the **Shed** organized visits to industrial workshops, functioning men's sheds in metropolitan Perth and beyond and other places of general interest. Guest speakers for the regular meetings were also organized.

Name tags for members were organized in August 2015. These tags were developed so that each member could note any medical condition/s on the back of his tag as a prudent occupational health and safety measure as it was accepted that this could assist first aiders and first responders in the event a members took ill while at a shed meeting or outing.

The **Shed** became a member of the Australian Men's Shed Association as well as the then Western Australian Men's Shed Association ('WAMSA') in August 2015. Since that time the **Shed** has participated in State and Zone meetings of WAMSA (now known as the 'Men's Sheds WA').

In December 2015 Lotterywest advised the **Shed** that any application for funds to construct a shed would be unlikely to succeed unless the **Shed** had experience in actually operating a shed. Discussions with Lotterywest about how the **Shed** may be able to secure temporary accommodation were not successful and, as the **Shed** did not have the financial resources to be able to pay a commercial rent, it clearly had another hurdle to overcome.

A **Shed** Building Committee was established and on the 22 December 2015 met to consider how to overcome this difficulty. It was decided that in the first instance a letter be sent to local businesses canvassing the possibility of a small space being available to the **Shed** on a temporary basis (at little or no cost) in order to demonstrate our ability to run a shed site.

In February 2016 it was suggested the **Shed** talk to Michael Cross at the Aegis Group about the prospect of being permitted to use the vacant garage at the former used car dealership premises on Old Perth Road as a temporary shed. The Aegis Group had purchased the site for an eventual extension of the nursing home and Michael Cross agreed to allow the premises to be occupied by the **Shed** until the Aegis Group's redevelopment of the site went ahead. However the used car dealership garage was built many years ago when occupational health and safety requirements were not as they are today. The costs of bringing the garage up to modern standards were prohibitive given the **Shed** may only be allowed to use the premises for six to twelve months. Additionally, the Town raised concerns about a shed operating in a residential area.

Even so, the garage was able to be used by the **Shed** to store machinery, tools and supplies gifted by the community and kindred organisations. **Shed** members appreciated the support of Michael Cross and the Aegis Group in making that possible.

In March 2016 it was suggested that it may be possible for the **Shed** to come to an arrangement with the Eden Hill Family Church to rent some accommodation in the old Eden Hill shopping centre in Morley Drive Eden Hill. The Church had operated from the shopping centre for almost two decades. Discussions with the Church resulted in agreement being reached for the **Shed** to occupy some space at the rear of the building. It was agreed the **Shed** would make a monthly donation to the Church for the space.

There had to be some modifications though. The back part of the building needed to be separated from the remainder. This involved the construction of some high internal walls. There was also a need for storage space to be constructed. All this preliminary work was carried by **Shed** members.

It was also clear that the electrical wiring was not adequate for workshop purposes. The **Shed** met the costs of rewiring that part of the building together with the installation of an appropriate switchboard. The **Shed** commissioned a licenced electrician to carry out all this work at the cost of sum \$6,000.00. And the **Shed** also had to meet some plumbing costs too.

But, while there were costs, there were benefits too. With an actual shed, it was possible to accept additional donations of machinery and supplies. Some excellent machines were obtained as a result. And with the premises being secure, the **Shed** also was able to invest in light tools and equipment.

Establishing an operating shed took a number of months but finally it became operational during the second half of the year. Because of the relatively limited amount of space, it was only possible to establish a modest but functioning woodshop. But the fact of that accommodation was a boon to the **Shed**. It was in action. It had a meeting place. And the planning continued. Most importantly the word spread. Enquiries about the **Shed** and its activities were plentiful.

As a result of the strong community support within the broader community, **Shed** members concluded that the name of its project should reflect that fact. So 'Bassendean Men's Shed' became 'Bassendean Community Men's Shed' with effect in October 2016.

Enquiries about joining the **Shed** flourished. And for good reason. What follows is an email sent to prospective members emphasising its commitment to inclusivity and friendship as well as fun.

*Thanks for your email about the Bassendean Community Men's Shed.*

*The shed presently is located at 248 Morley Drive, on the corner of Morley Drive and Ivanhoe Street. The building is the old Eden Hill shopping centre and our workshop is at the back of the centre.*

*Until recently we did not have an operating workshop and members had a regular meeting on Tuesday mornings at 10am. Now the workshop is operating, members tend to gather for a chat and update at about 10.30am on Tuesdays.*

*Our workshop is quite small and accordingly limited to wood working machines. We have a variety of lathes and other machinery/equipment that will allow reasonable projects to be undertaken. And we continue to look for ways of raising funds to purchase the remaining equipment we need.*

*Could I suggest you drop in one Tuesday morning, meet some of the guys and see if the surroundings are of interest? For our part, we welcome visitors and new members and encourage everyone to participate in whatever way suits them. We try to be a pretty friendly bunch and ask all members show a welcome hand to everyone thinking of becoming involved.*

*By calling into the shed and saying hello we do not expect you to immediately become a member. We have a policy of inviting guests for three meetings before we ask them if they might be interested in joining. Some guests do and some do not.*

*If you would like any further information please drop me an email or give me a call ...*

Initially the wood shop operated on one day a week. This was soon extended to two days and then to three days. Given this and the interest being maintained and increased in the community at large, accommodation at this site was seen as ideal pending the construction of a purpose built shed.

However it was not to be. Just prior to the end of June 2017 the Shed was advised that it needed to vacate the building along with the Eden Hill Family Church, its community based shop and church activities.

It was a blow. The search for a home commenced again. In the meantime the **Shed** purchased a container to store its equipment and, with the Town's support, was able to locate the container at the Town depot site.

However there was an upside for the **Shed** in the fact of its 'temporary shed' experience. Although the temporary shed operated for less than a year, it demonstrated the **Shed** could successfully run and fund an operating shed.

Throughout the time taken to search for temporary premises and then to establish the wood workshop in the shopping centre, work continued on securing the approvals required by the Council decision of December 2013.

The **Shed** commissioned Scanlan Surveys to conduct a contour survey of that part of the depot site allocated for the shed. The **Shed** Building Subcommittee worked with designer Denis Pandevski to come up with a design for the shed on the odd shaped depot site block allocated by the Town. Quotes for the construction of the shed were obtained and found to be excessive. The Town commissioned a Quantity Surveyor to assess the building costs. The costs came in at between \$1.2-1.4m. These high costs largely came about as a consequence of the proposed shed needing to be specially engineered and constructed to fit on the odd shaped block.

Once again it appeared the prospect of securing a shed was slipping away. Faced with that situation, the **Shed** wrote to all Town Councillors in the following terms-

*You would be aware Council has kindly allocated part of the Council depot site for the men's shed. We have had plans prepared for the shed and estimates obtained on probable construction costs. The cost estimates are that the shed will cost between \$1.2-4m.*

*These costs are way beyond our expectation and what we can likely receive from Lotterywest by way of a grant. Funding from Lotterywest for other sheds in more recent times has been in order of \$400,000-\$500,000. It is difficult to see much more being provided to the Bassendean shed, leaving a shortfall of \$800,000 to a \$1.0m. This makes the possibility of obtaining a shed highly unlikely if we rely on Lotterywest funding alone.*

*One of the reasons for the high cost of construction is the irregular shape of the block. No two sides are the same and each wall is situated at a different angle. It appears builders of "normal" rectangle sheds have loaded the price because of the unusual shape of the shed/block.*

*One way we can reduce the construction costs is for the land allocated to the shed to allow for a normal rectangular structure. This would involve an additional triangular piece of land at the back of the proposed site being included in the site. I attach a rough plan showing the additional land (in lines) required.*

*The Shed Management Committee would be pleased if this matter could be considered by Council. As it currently stands, the shed is simply an impossibility based on current costs.*

Towards the end of 2017 the Town looked at the prospect of regularising the shape of the depot site block to enable a standard rectangular shed to be constructed. The Town agreed to redraw the block boundaries to enable this to occur.

While the new rectangular block was approved by the Town, it did not overcome all the limitations of constructing a shed on that block. Because it is an elevated and undulating site, the costs of retaining walls and a ramp to the car park had to be factored into the cost.

The journey to find a site for the shed that is economically practical has been one with many turns. And while **Shed** members have sometimes faced what appeared to be impossible challenges, there has been a quiet determination to succeed.

**Shed** members continued to raise funds to demonstrate the Shed is capable of standing on its own once a building is constructed. **Shed** members have undertaken car parking and sausage sizzles for the Town, sausage sizzles at Bunnings stores, car parking for some sports events, various work for the Bassendean Village Shopping Centre and garage sales.

And funds have been raised to keep the **Shed** fees as low as possible with the objective being to ensure no one is deterred from joining the **Shed** for personal financial reasons.

**Shed** members, in cooperation with the Town, have undertaken a traffic management course to be eligible to undertake traffic management for the Bassendean markets.

Apart from projects that provide an income for the **Shed's** purposes, members have volunteered their services to assist other community organisations and the Town run some community events. It is testament to the character of members that these fund raising and community volunteering efforts continue notwithstanding the disappointments encountered along the way.

The Shed continues to promote membership through members involvement in the community (with the distinctive Bassendean Community Men's Shed tee shirts) and at community events.

## 5 Statement of Objectives, Value and Principles

The **Shed** will provide a friendly and welcoming environment for men who wish to undertake a variety of projects or enjoy the camaraderie that comes about through sharing experiences. **The shed** will provide members experienced in the trades/arts or the like with a place where they can utilise their skills by undertaking projects of value to the community and teach others interested in broadening their capacities.

Most importantly, **the shed** will be designed to provide a place for social interaction; a place where members feel comfortable about talking about the matters of common interest – it might be men's health issues or whatever. A place that offers new friendships and a variety of knowledge and experiences. Men do not need to have a hankering to undertake projects to join. Many sheds have members who are more interested in participating in a general sense rather than learning any new skill.

The formal objectives of the shed are to-

- (a) Address the issues of men's mental, physical, and emotional health and wellbeing in the community.
- (b) Engage the elderly, differently-abled, youth, veterans, indigenous and other groups of men from Bassendean and surrounding suburbs and to specifically address any issues of loneliness, isolation and depression.
- (c) Support the social interaction of men in transitional periods (e.g. separation, redundancy, bereavement, retirement, ill health, relocation and respite care).
- (d) To share, disseminate and preserve the skills, abilities and interests that are relevant to the community.
- (e) To facilitate links between men and health-related agencies, family organisations and specialist health professionals within the community.
- (f) To advocate the benefits of partnerships between men's sheds and community.
- (g) To develop a men's shed which can operate on a cost-neutral basis, that is, its ongoing costs can be met or exceeded by its revenue.
- (h) To initiate and continue activities of particular relevance to men.
- (i) To provide strong social fabric for men experiencing isolation.

The **Shed** will-

- Aspire to act in an ethical, responsible and professional manner, demonstrated by respect and integrity;
- Encourage the active involvement of all members and foster an atmosphere that is responsive to members and stakeholders;
- Insist on democratic decision making in accordance with its registered constitution;
- Focus its plans on serving the interests of members and the broader community;
- Be self-sufficient, only seeking external income from government capital grants from time to time made available to men's sheds or not for profit bodies;
- Operate in a transparent manner and identify, eliminate or manage risks
- Adopt health and safety policies and procedures to protect all members from harm.

## 6 Proposal Outline Description

This business plan deals with the planning, development and operation of **the shed** in the Town.

In brief the plan includes delivering the following

- Provide appropriate and secure land tenure;
- Obtain all necessary planning, building and occupancy approvals;
- Provide a shed of suitable size, design and configuration;
- Provide appropriate equipment, tools and supplies;
- Maintain a sustainable membership base for the **Shed**;
- Implement the objectives, values and principles of the association;
- Ensure the maintenance of sustainable corporate governance arrangements in accordance with the constitution of the **Shed** and the Associations Incorporations Act and the requirements of the Town;
- Continue to provide appropriate administrative, insurance and health and safety policies and procedures;
- Maintain a sustainable budget and financial plan.

How these deliverables will be met is described in section 7 of this plan.

## 7 Key Deliverables

### 7.1 Appropriate and Secure Land Tenure

It is proposed **the shed** be constructed on land presently identified as Reserve 45364 in May Holman Drive Bassendean.

The Town advises the Department of Planning, Lands and Heritage can facilitate the repurposing of Reserve 45364 from 'Public Recreation' to 'Community Purpose' with a change to the Management Order to allow sub-leasing to facilitate **the shed**.

The Town will lease the land and **the shed** (once constructed) to the **Shed**.

In relation to tenure, in October 2015 the Town approved an Agreement between the Town and the **Shed** relating to a portion of the land at the Town's Depot at 69 Scaddan Street Bassendean. The Agreement provided that subject to certain conditions precedent specified in the Agreement, the Town would lease that land to the **Shed** on terms and conditions set out in the lease attached to the Agreement.

The lease is extensive and its forty two clauses deal with rent and other payments to be paid by the **Shed**, insurance, indemnity, maintenance and repairs and other normal conditions expected in a commercial type lease.

The Agreement and lease are attached in APPENDIX "A".

It is envisaged the changing the Agreement and lease to reflect the change in location will be a relatively easy task.

### 7.2 Planning Building and Occupancy Approvals

The Town will obtain such licenses and other approvals as required to undertake the construction of **the shed**.

Once completed, the Town will obtain an occupancy certificate for **the shed**.

### 7.3 Provide a shed of suitable size, design and configuration

The manufacturers of steel sheds have standard size sheds available on which all the design and engineering work has been pre-approved. Having a shed of a “standard size” is considerably less expensive than a specially designed shed.

It is intended the shed be a standard size, preferably 24x18m<sup>2</sup> or 30x15m<sup>2</sup>.

In consultation with the **Shed**, the Town will determine the internal and external features of **the shed**.

Details of **the shed** design (location of exit doors etc) will be determined by agreement between the Town and the Shed. Items requested by the **Shed** that are not part of the internal or external features determined by the Town may be included in the construction contract on the basis of separate but concurrent contracts with the builder to provide that or those additional features at the **Shed's** costs.

**The shed** will enable the provision of a community service not normally associated with a service provided by the private sector. Rather the **Shed** philosophy will be to provide a safe space, environment and facilities for members to deliver services to themselves, each other and the community.

Facilities to be initially provided will be driven by membership desire. All facilities be non-commercial in nature and geared broadly to hobby/enthusiast activity. They may include

- Woodworking facilities
- Metal working facilities
- Mechanical workshop facilities
- Electrical/ Electronic workshop
- Repair Café
- Maker space area
- Skills development – computer/cooking/handyperson training
- Other low impact arts and crafts (e.g. book binding, art, pottery, etc)
- Lockable storage for tools and work in progress
- Outdoor Entertaining, Barbecue, Tea and Coffee
- Social Program (including Partners)
- Occupational Safety and Health
- Informal Training and advice
- First Aid .

Facilities that will not be provided include

- Accommodation

- Commercial production
- Commercial Kitchen
- Foundry, casting, tanning or any other intense, noxious or inappropriate industrial activity not consistent with land uses as defined by the Bassendean Town Planning scheme

Physical facilities proposed to be provided include-

- A physical shed suitable for use of about up to 15 persons concurrently working.
- An outdoor social space with a capacity of nominally 20 persons
- In passive area with a capacity of 50 persons
- A fenced storage yard of nominally 5x10 metres area
- Toilet, kitchen (tea & coffee facilities), project and administration space

#### 7.4 Provide appropriate equipment, tools and supplies

The **Shed** is responsible for providing all equipment, tools and supplies.

The **Shed** had a temporary workshop in 2016-17, during which time it purchased or obtained a range of equipment, tools and supplies. The **Shed** has also been successful in obtaining small grants for some specialised equipment. Additionally the **Shed** constantly receives offers of machines, tools and supplies from the local community.

#### 7.5 Maintain a sustainable membership base for the **Shed**;

The **Shed** has had a sustainable financial membership for five years since its inception. Efforts to retain existing members and attract new members will be an ongoing focus of **Shed** operations.

Experience of the last five years has demonstrated a high level of community interest in **the shed**. Even without an operating shed, membership remained strong and at a level the enabled the **Shed** to undertake community volunteer and fundraising activities. Constant enquiries have been received about the prospect of men undertaking projects in **the shed**. Not infrequently, the partners or adult children contract the **Shed** with a view to encouraging their loved man to participate in shed activities.

Other men's sheds have reported that once established they found more and more men wished to join and participate in activities offered by the shed.

Experience demonstrates that retaining and bolstering the membership is not a major challenge. The major challenge is finding ways to accommodate an ever increasing demand for membership and involvement.

#### 7.6 Implement the objectives, values and principles of the association

The Bassendean Men's Shed Group was formed in 2014. Prior to becoming an incorporated body, it implemented the values and principles that still underpin the Shed's operation today.

Section 5 in this business plan outlines the Sheds objectives, values and principles. The following details the objective and ways it will be implemented.

*Creating a welcoming and friendly environment*

The Shed does this in many ways. Existing members are encouraged to introduce themselves and welcome new members into the Shed. Every endeavour is made to ensure those potentially interested in joining are welcome.

All members are invited to nominate guest speakers, participate in external volunteer and fund raising efforts, suggest and participate in visiting places of interest and so on.

Members are constantly encouraged to be involved in Shed activities, express opinions and assist in creating an environment everyone learns and benefits from the vast experience of others.

#### *Retaining and Expanding Skills*

The **Shed** is fortunate in having been able to attract people with considerable skills who have shown a preparedness to work alongside and impart their knowledge to others. This will continue to be a focus when the new shed comes to fruition.

#### *Social Interaction*

The **Shed** has created an environment where there is positive social interaction. This will continue to be a focus by ensuring all members are involved, respected and appreciated. Additional initiatives to reinforce this value will be implemented including ensuring contact is made with members taking ill or hospitalised.

#### *Mental, Physical, Emotional Health and Wellbeing*

A number of members have faced or continue to face health challenges of one description or another. Creating an environment where men faced with these difficulties can feel safe and interact with others has and will continue to be an important part of the Shed's raison d'être.

#### *Elderly, differently-abled, youth, veterans, indigenous and other groups*

On a regular basis the **Shed** is contacted about being able to provide participation opportunities for the less able and elderly. During the period when the temporary shed operated, the **Shed** welcomed young and not so young community members (and their carers) to participate in shed activities. Sometimes this involved a Shed member working alongside a person with disabilities to assist them understand or complete a task. On other occasions it meant ensuring the person was encouraged to be involved, share a story or participate in way that suited them.

This will continue to be focus for the **Shed**.

To be successful in delivering all its intended objectives the **Shed** recognises that it needs to deliver more than physical infrastructure, rules and economic outcomes. It needs to establish a sustainable community of interest, values and social environment within its operations.

It is worthy of note that friendships continue to strengthen within the existing **Shed** membership.

Involvement, encouragement, mutual respect and the development of a trusted social environment are part of the key ingredients of delivering the health and social outcomes aspired to by the Shed.

A key deliverable of this project will be the building of a community of interest in the establishment of "healthy values and principles" and developing an ongoing ownership, responsibility and vibrancy amongst the membership.

Achieving this objective will be largely linked to, and defined by, the membership. Measuring success may be done in a number of ways including assessing levels of activity and involvement, membership growth and community interaction.

#### 7.7 Corporate Governance Arrangements

The **Shed** will continue to implement strong corporate governance arrangements by-

- Ensuring its constitution is updated from time to time as required Associations Incorporation Act;
- Ensuring its obligations to the Town are fully discharged;
- Has annual elections for the Management Committee;
- Updates members and the Management Committee on the finances of the Shed;
- Ensuring sound financial and operation practices are in place and periodically reviewed;
- Operates in transparent way

The Shed is an incorporated body. Incorporation establishes it as a stand-alone independent legal entity able to enter contracts, hold funds and property and otherwise conduct its own affairs, subject only to the will of the members and its legislative/legal obligations.

#### 7.8 Administrative, Insurance and Health and Safety Policies and Procedures (was in 7.4)

The constitution of the **Shed** sets out the responsibilities of the President, Vice President, Secretary, Treasurer and Committee members. The responsibilities on each officer holder is required to be checked by other members of the Management Committee.

The Management Committee may call for nominations and/or appoint from the Management Committee or the membership-

- A Social Secretary/Coordinator
- A Media and Publicity Coordinator
- An Equipment/Property Coordinator
- One or more Shed Boss/Coordinator to take charge of **the shed**
- An OHS Representative

A Shed Boss/Coordinator is a key role and will be appointed to manage the daily operations of **the shed**. This position will be an unpaid volunteer and the role may be shared between several members. The Shed Boss/Coordinator will ideally be person with practical experience or knowledge of workshops, machinery and equipment, workshop safety and first aid

The **Shed** has developed the practice of creating specialist subcommittees for some tasks. This 'spreads the load' and importantly provides another check mechanism.

The Shed has held an insurance policy for many years so that members working on projects, undertaking community work or fundraising tasks have been appropriately covered. A suite of insurances has been created for men's shed by the Australian Men's Shed Association or Men's Sheds WA. The Shed has taken out insurance through one of these 'group' schemes and will continue to do so.

Health and safety policies and procedures are of paramount importance to an operating shed. The Shed intends to have a new member induction procedure, safe work procedure for all equipment and a method of ensuring members are trained to work safely on machines and equipment.

#### 7.9 Maintain a Sustainable Budget and Financial Plan

In its brief history, the Shed has raised its own funds and met all outgoings including the costs of improving the temporary shed building, machinery and tools, insurance and other administrative costs.

Members have volunteered their time to raise funds for the shed.

The costs of operating the shed are now well known as is the income that is capable of being raised from membership fees and fund raising efforts.

The **Shed** intends to craft a budget each year stipulating the funds to be raised from membership contributions and fund raising efforts. With respect to the latter, the **Shed** has established a fund raising schedule of events that can be built upon if required.

#### 7.10 Public Consultation (was in 7.11)

The required level of consultation will be undertaken with the neighbours for several reasons

- To inform them of the intended activity;
- To obtain their feedback and address any concerns;
- To comply with any planning approval requirements;
- To comply with the requirements of Section 3.94 of the Local Government Act for the leasing of land;
- To garner support for the shed from commercial neighbours.

#### 7.11 Assets

The following assets are expected to be created out of this proposal. Ownership of the assets will be assigned as identified

The table below contains figures that will need to be updated as actual costs become defined.

| Asset                       | Approximate Replacement Value as new) | Suggested Asset life | Ownership          |
|-----------------------------|---------------------------------------|----------------------|--------------------|
| Land                        | Not valued                            | na                   | Town of Bassendean |
| Non depreciating site works | \$20,000                              | na                   | Town of Bassendean |

|   |   |                     |                                     |
|---|---|---------------------|-------------------------------------|
| Shed and associated fixed infrastructure (eg fences, plumbing, etc) | Town of Bassendean \$150,000<br>Lotterywest \$200,000 | 30-50 years         | Town of Bassendean \$170,000        |
| Chattels, shed fit out (eg aircon, dust extractors,                 | Bassendean Community Men's Shed \$20,000              | 20 years            | Town of Bassendean                  |
| Tools and Machinery   | Bassendean Community Men's Shed \$24,000              | Variable 5-20 years | BASSENDEAN COMMUNITY MEN'S SHED INC |
| Administration IT Equipment, Software                               | Bassendean Community Men's Shed \$3,000               | 3 years             | BASSENDEAN COMMUNITY MEN'S SHED INC |
| Furniture   | Bassendean Community Men's Shed \$2,000               | 10 years            | BASSENDEAN COMMUNITY MEN'S SHED INC |
| Stock (Materials, Fixings and disposables)                          | Bassendean Community Men's Shed \$1,000               | na                  | BASSENDEAN COMMUNITY MEN'S SHED INC |
| Produced Goods (e.g. art, sculptures, projects, etc)                | indeterminate   | na                  | The creator of the goods            |

## 8 Project Benefits

### 8.1 Health Benefits

The Australian Men's Shed Association maintains an extensive bibliography of research on the health benefits of Men's Shed's at [www.mensshed.org/page/16994/Research.aspx](http://www.mensshed.org/page/16994/Research.aspx)

In brief summary men in general are an "at risk" group. A plethora of research demonstrates that men's well-being in Australia lags behind in physical health, life span, emotional well-being, self-harm, education, social isolation and a range of other factors.

Indigenous, recently retired men and young men are known to particularly vulnerable.

Men's Sheds have a proven beneficial effect on the health of participants and in particular the Australian Men's Shed Association advises-

"Good health is based on many factors including feeling good about yourself. being productive and valuable to your community, connecting to friends and maintaining an active body and an active mind. Becoming a member of a Men's Shed gives a man that safe and busy environment where he can find many of these things in an atmosphere of old-

fashioned mateship. And, importantly, there is no pressure. Men can just come and have a yarn and a cuppa if that is all they're looking for."

In his book "Environments for Health - A Salutogenic Approach" Professor John Macdonald observes-

"Health is so embedded in the psychological, physical, social, cultural and spiritual environment that one can say: health is environment. Or better: health is the successful interaction/relationship which individuals and communities have with their environment."

In a presentation Professor MacDonald noted a study undertaken before and after men joined a shed. Their health improved after joining the shed. The study measured cortisol (the stress hormone) levels. This hormone disappears quickly after stress except in individuals suffering with depression.

It is known the long-term activation of the stress-response system — and the subsequent overexposure to cortisol and other stress hormones — can disrupt almost all of body's processes and creates an increased risk of numerous health problems including anxiety, heart disease, digestive issues and more.

For most Shedders interviewed the stress hormone cortisol dropped after belonging to a Shed for some months.

There are other studies that attest to the importance of men being socially active, an outcome achieved by involvement in a men's shed.

## 8.2. Social Benefits

It is self-evident that happier and healthier men are better able and more likely to contribute positively to their social environment.

The Shed has received fairly strong feedback from the partners or families of members. It has been reported to the Shed by the family of more than the odd member that their whole outlook on life changed for the better after becoming involved with the **Shed**.

Some sheds have gone one step further, taking on a leadership, mentoring or counselling role with younger men, divorcees, at risk men.

During the period of time the **Shed** had a temporary woodwork shop a number of projects were undertaken for community-non-profit bodies. Additionally **Shed** members volunteered their time to work with the Town and other community organisations on providing a service to the community. **Shed** members also worked with community members with an intellectual disability.

## 8.3. Financial Benefits

The **Shed** is an incorporated not for profit body and has demonstrated its capacity to meet normal operating expenses through its own endeavours. Importantly, the **Shed** has been able to structure its income in a way that does not rely on members paying excessive membership fees or having a fee structure that would otherwise exclude men who have modest incomes.

The community (Town of Bassendean) will gain a physical building and associated asset that will have broad community benefits and be used for various purposes.

## 8.4 Economic Benefits

The economic benefits of men's sheds generally are profound. Some men show an appalling interest in obtaining appropriate health checks based on illogical views or misinformation. Being in an environment where men can be encouraged to openly discuss health matters is the first but vitally important step in preventative medicine.

Being in a shed environment can also assist men dealing with mental health challenges as already stated.

While these economic benefits may be perceived as assisting federal and state governments, they are nevertheless a service that greatly assists men and facilitated in a way that involves the Town with virtually no continuing financial obligations.

#### 8.5. Environmental Benefits

During the time it operated a temporary shed, the **Shed** utilised reject timber and other items that otherwise may have ultimately found its way to land fill. Repairs have been made to a range of goods extending its life cycle and thus preventing undue waste.

#### 8.6. Miscellaneous Benefits

There is a public relations and profile benefit to the Town with it been recognised as an active sponsor of **the shed**.

### 9 Strategic Alignment

#### 9.1. Stakeholders

Potential stakeholders have been identified as follows-

- The Bassendean Community (1)
- The Town of Bassendean (1)
- Commercial business neighbours (3)
- Local Businesses (1)
- The Australian Men's Shed Association (1)
- Other neighbouring Men's Shed's (1)
- Department of Planning (2)
- Department of Lands and regional development (2)

There has been ongoing contact with the stakeholders marked (1) with positive feedback.

Stakeholders marked (2) have a role in the statutory approval or leasing processes of the Town

Stakeholders marked (3) being future commercial neighbours have not been consulted yet and their goodwill is important. They will to be consulted once it is clear that it will be possible construct **the shed** on the nominated site.

#### 9.2. Membership Goals

Members of the **Shed** have a range of objectives and aspirations as previously described including-

- Provision of a shed and facilities
- A low membership fee desirably not more than \$50-\$60 per annum
- A positive and friendly social environment
- Improved well-being of members

- Providing a valued community asset and service

The Shed has been able to achieve the second and third objectives. This business plan is intended to part of the process of achieving the first and foremost objective; that is having a shed with sound facilities.

### 9.3. Town of Bassendean

The Town's 2017-2027 Community Strategic Plan states:

The Town's Vision:

A connected community, developing a vibrant and sustainable future, built upon the foundations of our past.

Our Values:

- People
- Excellence
- Heritage
- Partnerships
- Sense of Place.

Strategic Priority 1 is Social and has the following objectives:

- Build a sense of place and belonging
- Ensure all community members have the opportunity to be active, socialise and be connected
- Plan for a healthy and safe community
- Improve lifestyle choices for the aged, families and youth

The Men's Shed proposal will acknowledge men as their own social and cultural identity.

The Shed will promote health and well-being in the community as discussed above under "Benefits". The health and well-being is expected to extend to the wider community through partners, leadership and community contribution.

The Bassendean Community Men's Shed Inc has endorsed as a core principle of universal access,

The essence of the Men's Shed proposal is to create a sustainable forum to bring together and foster a community, and further it is an endorsed principle that the membership and organisational culture be inclusive, democratic and outwardly/community focussed.

The current proposal is to build a sustainable Men's Shed capable of standing on its own, with a longer term aspirational goal that in 2-5 years it will be helping those around it to achieve their objectives.

The core values espoused by the Town are nearly identical to the values espoused by the Men's Shed Association.

### 9.4. WA Department of Health

The Western Australian Department of Health has published a draft Men's Health and Wellbeing Policy. The draft policy notes-

*However, men continue to face poorer outcomes than women on almost all measures of key health and wellbeing indicators.<sup>2</sup> They have lower life expectancy, and have higher levels of mortality from almost all non-gender specific causes of death including injury, cardiovascular disease, cancer, suicide, respiratory disease, and obesity.<sup>2</sup> In WA, males experience a greater total disease burden than females (age standardised rate = 208.0 males; 160.1 females).<sup>3</sup> These health outcomes are primarily influenced by level of disadvantage; social and lifestyle factors such as smoking, excessive alcohol intake, and low fruit and vegetable intake; participation in high risk activities; tendency to use health and community services less and at a later stage when encountering a health or illness concern; and poorer social connections.*

#### 9.5. Lotterywest

The Town has received from Lotterywest a conditional grant towards the shed of \$200,000.

#### 9.6. Australian Department of Health and Ageing

The Australian Men's Health Policy Strategy has recently identified men's sheds as an important community health innovation, and Adult Learning Australia regards them as an important national innovation in informal learning for men. During 2010 the Australian Government provided four years of funding (A\$3.3 million) through the Department of Health and Ageing for the national coordination of sheds through the Australian Men's Sheds Association.

#### 9.7. Australian Men's Shed's Association

There is strong alignment with the AMSA strategic objectives.

The Australian Men's Shed Association is member based organisation. The Shed has been a member of the AMSA for some years.

The Charter of the AMSA is to –

- To represent Men's Sheds to Governments, NGOs, funding sources etc.
- To publicise and promote the Men's Shed concept.
- To assist in training, OHS, funding and insurance advice.
- To maintain communications between Sheds.
- To provide start up information documentation for new sheds.
- To act as a neutral body where overall decisions are required.

The AMSA manages an annual funding program to support the operation of men's sheds including activities, building maintenance, tools purchase and so forth. It does not cover construction of new sheds.

## 10 Resource Requirements

### 10.1. Budget

Estimated cost of development is \$370,000.

The Town will hold all the funds needed for the construction of a new shed and manage the budget and administration of these funds.

A detailed budget is provided in Appendix B

## 10.2. Funding

Funding for the construction of **the shed** will be sourced as follows-

|                    |         |
|--------------------|---------|
| Lotterywest        | 200,000 |
| Town of Bassendean | 170,000 |

Funding for certain internal fit-outs, equipment and supplies will be sourced as follows-

|                                 |        |
|---------------------------------|--------|
| Bassendean Community Men's Shed | 50,000 |
|---------------------------------|--------|

## 10.3. Town Professional Staff and Costs

Town staff will be required to allocate time for the following purposes. These allocations have not been valued in the budget. They include-

- Liaison with the Shed and other stakeholders in development of proposal
- Assistance and advice on planning application and building application
- Administration and acquittal of Lotterywest Grant
- Calling of quotes, project management and supervision of shed construction
- Updating the Agreement and lease over the land
- Statutory obligations including planning approval, building license approval, compliance reporting, lease approval
- Community consultation consequent to above
- Presumed annual ongoing tenancy inspections
- Depreciation of building

## 10.4 Site

The identified site is presently Reserve 45354 in, May Holman Drive Bassendean which is crown land presently vested in the Town.

The area required will be identified in the planning application.

Lease costs are expected to be modest given the Agreement and lease has already approved by the Town and Shed for the Town depot site.

## 10.5. Building

**The shed** will require construction as discussed. Costs are fully identified in the budget including design, survey and supervision costs, but excluding project management costs. A contingency is provided. .

## 10.6. Machinery and Supplies

Machinery and supplies for **the shed** have largely been secured by the **Shed**. In addition the **Shed** has secured additional funds to the purchase of machines and equipment not already owned.

## 10.7. Insurances

The **Shed** has a number of insurance policies and will obtain the other insurance policies required under the lease prior to taking up occupancy of **the shed**.

## 10.8. Occupational Safety and Health

Accountability for Occupational Safety and Health of operations will lie with the **Shed**.

## 11. IMPLEMENTATION PLAN

### 11.1. Development Budget

An indicative development project budget is provided in Appendix "B"

The estimated comprehensive total project cost for initial delivery is estimated \$370,000 including contingency but excluding Volunteer contributions and Town staff time.

Council has allocated \$370,000 in the 2018/19 Budget to achieve the project.

### 11.2. Ongoing Operational Budget

An indicative annual operating budget is provided in Appendix "C".

It is intended the **Shed** will fund from its own financial resources the recurrent cost of operating the **shed**. The **Shed** will generate a minimum of \$15,000 in membership fees, sponsorship and other income to meet expenses.

The **Shed** has an annual and weekly fee structure. The annual fee is \$50 for workshop members and \$40 for social members. A weekly fee of \$3 is paid by members attending the shed on one or more days of each week. The weekly fee is intended to cover the cost of incidentals.

### 11.3. Resources

Non-cash required resources, including volunteer and non-cash contributions, and their associated value are assumed in Appendix "C".

Town human resources will be required for the following

- Liaison and project planning
- Processing of planning approval
- Building license approval and inspections
- Remaining lease negotiations
- Specification and tendering for shed construction (1)
- Supervision of construction (1)
- Annual lease inspection
- Annual review of lease terms and rates
- Miscellaneous administration

The Town will directly manage the tender and construction of the **shed** as ultimately the shed will be owned by the Town.

Once the shed is built there will be a significant volunteer workload establishing the workshops and storage area, implementing safe work procedures and other tasks required to make the shed operational.

### 11.4. Purchasing

Purchasing of the shed, shed construction and other Grant funded items will comply with the Town's purchasing policy and any requirements of a Lotterywest Grant.

### 11.5. Site and Lease

The revised lease will require formal endorsement of the Town.

## 12 Performance Measures

Performance measures 'per se' are not intended to be used for this proposal.

The following hold/gateway requirements have been identified.

| Activity  | Pre requisites to be met before proceeding             | "Gate keeping" Authority(s)                                       | Council approval Required |
|---|--|---|---------------------------|
| Business Plan approval                          | Nil  | BASSENDEAN COMMUNITY MEN'S SHED INC, Town of Bassendean           | Yes                       |
| Agree lease and land tenure                     | Draft leases previously approved                       | BASSENDEAN COMMUNITY MEN'S SHED INC, Town of Bassendean           | Yes                       |
| Planning application lodged                     | Nil  | CEO of the Town of Bassendean                                     |                           |
| Planning approval issued                        | Land tenure, planning application lodged               | Town of Bassendean (including Department of Planning endorsement) | Yes                       |
| Lotterywest Grant funding application lodged    | Nil  | CEO of the Town of Bassendean                                     |                           |
| Lotterywest grant issued                        | Land tenure, planning approval, business plan approval | Lotterywest   |                           |
| Acceptance of Grant by TOB and budget variation | Grant issued   | Council of the Town of Bassendean                                 | Yes                       |
| Calling of Quotations for construction          | Nil (specify obligation free)                          | Town of Bassendean  |                           |
| Award of Construction contract                  | Release of funding                                     | Town of Bassendean  |                           |
| Commencement of construction                    | Release of funding, building licence                   | Town of Bassendean  |                           |

|                          |                          |                    |  |
|--------------------------|--------------------------|--------------------|--|
| Occupation of facilities | Certificate of Occupancy | Town of Bassendean |  |
|--------------------------|--------------------------|--------------------|--|

### 13 Other Matters

#### 13.1. Equal Opportunity

The Shed is committed to the principle of equal opportunity and non-discrimination. The Shed will be open to members of all persuasions, creeds, religions, racial backgrounds, sexual orientation, cultural background, age or any other factor.

Pursuant to its constitution, the Shed reserves the right to exclude persons who breach its registered rules, fail to comply with occupational safety and health requirements or act in a manner at odds with its values and principles. In dealing with these matters the Shed will observe and practice natural justice principles.

#### 13.2. Legal Compliance

Establishing the shed involves the leasing of crown land and the investment of public moneys in a structure to be leased to the Shed.

There are specific legislative requirements which apply. For full transparency and assignment of responsibility known compliance requirements are identified below.

| Activity and Comment  | Relevant Act and Section | Responsibility for compliance   |
|---|--------------------------|---------------------------------|
| Leasing of Local Government vested land — Local Government required to follow due process                       | LGA                      | Town of Bassendean              |
| Lease on Crown Land — interest in Crown Land to be administered by Department of Lands and Regional Development |                          | Town of Bassendean              |
| Development Approval — Development of Land to comply with Town Planning Scheme                                  | TPD                      | Town of Bassendean/<br>WAPC (3) |
| Construction of a building — A Building License to be obtained before constructing a building                   |                          | Town of Bassendean              |
| Local Government allocation of funding to community group — budget process to be followed                       | LGA                      | Town of Bassendean              |

|   |     |  |
|---|-----|--|
| Purchasing of Goods — Local Government to have purchasing policy and tender for purchase of certain goods | LGR | Town of Bassendean                     |
| Occupational Safety and Health — the party responsible for a safe and healthy workplace                   |     | Bassendean Community Men’s Shed Inc(2) |
| Incorporation of Men’s Shed   |     | Bassendean Community Men’s Shed Inc    |

In this section-

BA means Building Act

LGA means Local Government Act, 1995;

LGR means Local Government (Finance and Miscellaneous) Regs, 1995’;

TPD means Town Planning and Development Act;

OSH means Occupational Safety & Health Act;

LAA means Land Administration Act

### 13.3. Community Partnering Options

The Shed proposes to make facilities available to other interested community groups.

It is envisaged that when the shed is fully functional there will be a workshop area and passive area. It will be possible to prevent access to the workshop area from the passive area.

The workshop area will have machines and equipment that can be dangerous to those not familiar with its use. For the prevention of injuries, individuals or groups not trained in the safe operation of the machines and equipment will not be granted access to the workshop area in the absence of a competent person who is able to provide instruction on the safe working procedures.

The passive area will be made available to other groups that do not wish to undertake workshop activities. Groups wishing to share the workshop facilities will need to meet the costs of the workshop commensurate with their use.

A number of ideas have been floated about the sharing and use of the workshop facilities. These involve the incorporation of a repair café, provision of space/equipment that may be used under the ‘maker space’ concept, the non-commercial training of community members in basic household maintenance and so on. Implementation of these ideas will be dependent on the shed being of a size to accommodate these activities and appropriate skilled people wishing to be involved.

### 13.4 Future Growth and Development

The anticipated growth pattern of the **Shed** is

| Phase | Likely time frame | Activity   |
|-------|-------------------|--|
| 1     | Year 0            | Establishment of the workshops and supplies<br>Implement safe work procedures<br>New member recruitment  |
| 2     | 1-2 year horizon  | Build partnerships with similarly aligned community groups (e.g. Community Gardens) Identify other activities of interest to members and where possible, make provision for same.<br><br>Expand the shed's operating hours to cater, as best as possible, with the variety of projects of interest to members<br><br>Seek small grants available to men's shed generally for the purposed of improving machinery and shed facilities and the environment |
| 3     | 2-5 year horizon  | Examine and where possible implement projects of value to the local community<br><br>Seek to establish training programs in areas of need.<br><br>Work with partners to provide opportunities for members' differently abled.  |
| 4     | 5+ year horizon   | Achieve a fully functioning shed with machinery and equipment that enables members to produce relatively sophisticated and quality products<br><br>Achieve sufficient cash flow and reserves to enable the shed to maintain a quality workshop and facilities  |

APPENDIX "A" Agreement and lease for the land previously allocated by the Town for the construction of a men's shed.

APPENDIX "B" Budget for the construction costs of the shed (to be provided by the Town)

Town to provide

APPENDIX "C" Indicative Annual Operating Budget

Income

|                                    |       |
|------------------------------------|-------|
| Membership fees and payments       | 6,000 |
| Traffic Management and car parking | 6,000 |
| Sausage Sizzles                    | 3,000 |

|                   |                                       |
|-------------------|---------------------------------------|
| Shed Sales/Income | 2,000 (after two years of operations) |
|                   | 15,000 – 17,000                       |

Expenditure

|                            |        |
|----------------------------|--------|
| Water Rates                | 3,000  |
| Rubbish Removal            | 500    |
| Insurance                  | 2,000  |
| Electricity/Water usage    | 2,000  |
| Machine repairs            | 1,500  |
| Tool replacement           | 1,500  |
| Supplies                   | 2,000  |
| Training/Skill Assessments | 1,500  |
| Contingencies              | 1,000  |
| Total                      | 15,000 |

# **ATTACHMENT NO. 8**

# Draft Terms of Reference

## LOCAL STUDIES COLLECTION WORKING GROUP

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### **Authority:**

The Working Group is established under the auspices of the People Services Committee (PSC). Working Group recommendations are to be referred to the PSC and to Council if supported by the Committee.

### **Background:**

Bassendean Local Studies Collection originated in 1986 with the deposit of Jennie Carter's research material gathered for her 'Bassendean: a social history 1829-1979', a book commissioned and published by the Town of Bassendean. Since then the collection has been built up, initially with volunteer assistance from the Bassendean Historical Society and since 2000, with the services of part-time Local Studies Librarian. The position of the Local Studies Librarian has been upgraded to full time in 2015 and is currently supported by an ever-growing team of volunteers.

Since 2005 the Local Studies Collection has its own dedicated area which includes a research room for library patrons and a climate-controlled conservation room for archival material. It is a valuable repository about the development, society and culture of the Bassendean, Ashfield and Eden Hill communities, in which historical and current materials relating to the geographical, sociological, educational, cultural, economic and political aspects of the area are collected.

The Local Studies Collection has always enjoyed strong support from the community, in particular the Bassendean Historical Society whose interest firmly lay in preservation of local history. In 1995 The Town of Bassendean, in partnership with Bassendean Historical Society, established the Local Studies Collection Management Committee (LSCMC) with the purpose of further building the collection. The LSCMC was abolished after the Local Government election in 2017 and the newly elected Council agreed to establish the Local Studies Collection Working Group as part of the People Services Committee in April 2018.

**Purpose (Tasks & Outcomes):**

- Consult with community and stakeholders to further develop the Local Studies Collection within the Bassendean Memorial Public Library and support the Librarian in developing the collection
- Explore opportunities to promote the rich history of Bassendean through projects and events
- Contribute to the Local Studies Collection Plan that is relevant to and includes engagement with the community

**Membership:**

- Membership of the LSCWG is determined by the Council on the recommendation of PSC
- Up to 8 residents of the Town of Bassendean with an interest in and knowledge of local history (preferably representing a variety of community groups and individuals)
- Relevant officer/s from the Town of Bassendean.
- A Town of Bassendean councillor
- Capacity to co-opt further members with relevant expertise as required.
- The term of the membership is to align with the local government elections cycle, with membership expiring at the next ordinary local government election

**Chairperson**

The Chairperson is appointed by the Council, on recommendation of PSC. In the absence of the Chairperson, a person elected by the quorum will assume the Chair for the meeting. The Chairperson shall ensure that the Working Group operate in accordance with the Town of Bassendean Advisory Group Policy.

**Meetings**

The LSAG will meet as required to ensure the objectives are met

**Quorum**

No minimum numbers are required

**Minutes/Meeting notes**

Minutes/Meeting notes are to be prepared by the officers of the Town and distributed to members within five working days after the date of the meeting.

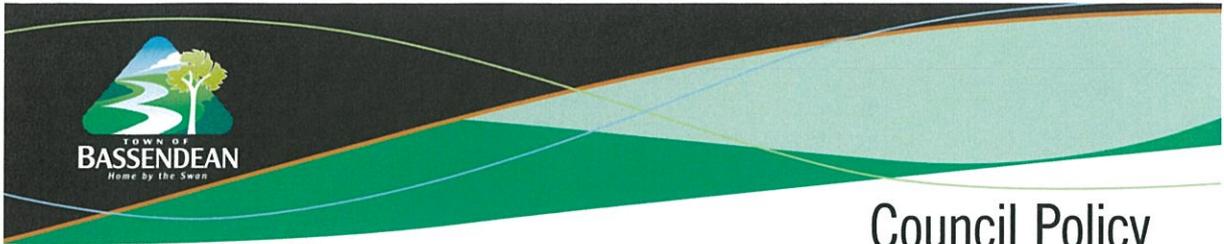
**Reporting timeframes**

Working Group report and recommendations are to be reported in writing to the People Services Committee by the due date.

**Termination of the Working Group**

Termination of the Working Group shall be at the direction of the Council on recommendation of PSC.

# **ATTACHMENT NO. 9**



## 6.12 Festive Season Office Closure

### Council Policy (Administration)

### Objective

To establish a Council Policy on the closure of the Administration Office during the Festive Season (Christmas to New Year).

### Strategy

As a family-friendly Council, the Administration Office will be closed during the Festive Season (Christmas to New Year). The Chief Executive Officer is required to advise staff of the dates of the office closure by 1 July that year and ensure that the Town is able to respond to emergencies or urgent issues.

### 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> Strategic Policy                               | <b>Responsible Officer:</b> Chief Executive Officer and Director Corporate Services |
| <b>Link to Strategic Community Plan:</b> Leadership and Governance | <b>Last Review Date:</b> September 2017<br><b>Version 2</b>                         |
|  | <b>Next Review due by:</b> May 2020   |

# **ATTACHMENT NO. 10**

# TOWN OF BASSENDEAN

## MINUTES

### AUDIT AND GOVERNANCE COMMITTEE

HELD IN THE COUNCIL CHAMBER, 48 OLD PERTH ROAD, BASSENDEAN  
ON WEDNESDAY 8 AUGUST 2018, AT 5.30PM

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#### 1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member opened the meeting, welcomed all those in attendance and conducted an Acknowledgement of Country.

#### 2.0 ATTENDANCES, APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE

##### Present

Cr Kathryn Hamilton, Presiding Member  
Cr Jai Wilson (until 6.45pm)  
Cr Melissa Mykytiuk (from 5.34pm)  
Ian Walters  
Tom Klaassen

##### Staff

Michael Costarella, Director Corporate Services  
Ken Lapham, Manager Corporate Services  
Amy Holmes, Minute Secretary  
Ron Back, Financial Advisor

#### 3.0 DEPUTATIONS

Nil

**4.0 CONFIRMATION OF MINUTES**

**4.1 Audit and Governance Meeting held on 20 June 2018**

**COMMITTEE/OFFICER RECOMMENDATION – ITEM 4.1**

MOVED Tom Klaassen, Seconded Ian Walters, that the minutes of the Audit and Governance Committee meeting held 20 June 2018, be confirmed as a true record.

**CARRIED UNANIMOUSLY 4/0**

**5.0 ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION**

Nil

**6.0 DECLARATIONS OF INTEREST**

Nil

**7.0 BUSINESS DEFERRED FROM PREVIOUS MEETING**

Nil

**8.0 REPORTS**

*Cr Mykytiuk joined the meeting, the time being 5.34pm.*

**8.1 Review of Purchasing Policy 6.14 (Ref: GOVR/POLCY/1-Mike Costarella, A/Chief Executive Officer and Manager of Corporate Services, Mr Ken Lapham)**

**APPLICATION**

The Audit and Governance Committee is requested to recommend Council adopts the revised Purchasing Policy following:

1. A Notice of motion - Cr Brown: incentive for local business; and
2. A review of the Purchasing Policy in order to comply with the requirements of the Local Government (Functions & General) Regulations.

## ATTACHMENT

### Attachment No. 1

Current Purchasing Policy 6.14  
Draft Purchasing Policy 6.14 (*with Track Changes*)

## BACKGROUND

Council resolved (OCM-32/11/17-November 2017):

*“That the Town of Bassendean provide a report to council outlining the feasibility of providing incentive for local business in the provision of goods and services to the town. Furthermore, the report is to include how best to provide incentive for businesses owned by or who employ indigenous peoples, and or actively recruit local youth”*

The Local Government (Functions and General) Regulations 11 A (3) requires that the Purchasing Policy states:

*A purchasing policy must make provision in respect of —*

- (a) the form of quotations acceptable; and*
- (ba) the minimum number of oral quotations and written quotations that must be obtained; and*
- (b) the recording and retention of written information, or documents, in respect of —*
  - (i) all quotations received; and*
  - (ii) all purchases made.*

## COMMENT

Council revised all its Governance Policies in April 2017 and since that time, there have been a number of changes to the Procurement Procedures that are used in the purchasing of goods and services.

### Local Government (Functions and General) Regulations

An amendment was made to the Local Government (Functions and General Regulations) that requires Council to include purchasing thresholds and explanations to the thresholds that should be included into the Purchasing Policy. In addition to this, it is a requirement to include how the recording and retention of written information, or documents, in respect of all quotations received.

OCM-32/11/17 - Notice Of Motion - Cr Brown: Incentive For Local Business

In addressing the Notice of Motion, Staff sought advice from the City of Canning and they provided the following statement:

*“Under our Policy we include clauses for the support of both corporate social responsibility and supporting of local businesses. These are applied as separate criteria, each with a maximum weighting of 20%.*

*These criteria can be applied to all Request processes (Quotation and Tender).*

*Support Local Business allows organisations both within and without the City to demonstrate a benefit to the City through being, or use of, a local business.*

*Corporate Social Responsibility is aimed at organisations who use WA Disability Enterprises or Aboriginal Owned Businesses, or employ disabled or indigenous people. It further captures those actively reducing their environmental impact or demonstrating innovation in sustainability.”*

The Town assesses each Request for Quote (over \$60,000) and Request for Tender (over \$150,000) on the following basis:

- Methodology;
- Skills and Experience;
- Risk Management; and
- Price.

The issue of Local Purchasing is addressed within the assessment of the RFQ and RFT and as part of the Skills and Experience as well as methodology, however, there is currently insufficient suppliers within the Town. of many of goods and services the Town procures.

Staff have included a statement within the Procurement Procedures that acknowledges the importance of local economic benefit, viz.

### **Local Economic Benefit**

*The Town encourages the development of competitive local businesses within its boundary first, and second within its broader region. As much as practicable, the Town will:*

- *Where appropriate, consider buying practices, procedures and specifications that do not unfairly disadvantage local businesses;*

- *Consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);*
- *Ensure that procurement plans address local business capability and local content;*
- *Explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;*
- *Avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid; and*
- *Provide adequate and consistent information to local suppliers.*

The matters relating to the employment of young people and indigenous peoples is a matter for each business and the Policy cannot not be restricted to only deal with those businesses.

#### STATUTORY REQUIREMENTS

Local Government Act 1995

#### FINANCIAL CONSIDERATIONS

Nil

*The Committee discussed how the Town can facilitate purchasing through local businesses and community groups, such as grant funding.*

#### COMMITTEE/OFFICER RECOMMENDATION - ITEM 8.1

**AGC-1/08/18**

MOVED Cr Wilson, Seconded Ian Walters, that the Audit and Governance Committee recommends to Council that it adopts the draft Policy 6.14 – 'Purchasing Policy' as included in the Audit and Governance Committee Agenda of 8 August 2018.

CARRIED BY AN ABSOLUTE MAJORITY 5/0

9.0

#### MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

*At the June 2018 Audit & Governance Committee, this motion was deferred to this meeting.*

## 9.1 **Notice of Motion – Cr Hamilton: Contractors**

Cr Hamilton has advised that she wishes to move the following motion at this meeting:

*“That the Audit and Governance Committee requests staff prepare a report for the next Committee meeting that outlines the following:*

- 1. The processes utilised to review the quality of goods and services delivered by contractors, service providers and consultants engaged by the Town of Bassendean;*
- 2. Provision of a list of contractors, service providers and consultants utilised by the Town of Bassendean for a period in excess of seven years to the current financial year;*
- 3. The process that guides the frequency and manner of reviewing the pricing structure of any such long term supplier in comparison to other suppliers and consultants;*
- 4. Identify any cumulative expenditure with a single supplier which, over three financial years exceeds or is expected to exceed \$150,000 (excluding GST) on the purchase of goods and services; and/or \$200,000 (excluding GST) on the carrying out of works.”*

Strategic Priority 5: Good Governance

5.1 Enhance organisational accountability

5.1.2 Ensure financial sustainability

5.1.3 Strengthen governance, risk management and compliance

### **Background – Cr Hamilton**

Regular and timely reviews of procedures should be undertaken to ensure Council receives goods, services or works to the required standards of quality and quantity, and that Council Staff use commercially robust contracts to describe Council's intention and administer each contract competently. This is achieved in part by:

- Monitoring supplier performance;
- Measuring the implementation of the procurement process against budget parameters;
- Ensuring defects or variances to procurement objectives are identified and prompt remedial action is taken;
- Implementing strategies that avoid unnecessary consumption and drive improvement in procurement to eliminate waste and inefficiencies across key spend categories;

- Strengthening Council's identification of potential risk factors and the management of underperforming suppliers by providing a means for the early recognition of issues and performance problems.

In respect to Cumulative Spend:

Many Councils monitor cumulative spend with suppliers at least annually. If expenditure with a single supplier or a number of suppliers providing similar goods, services or works is ongoing in nature and the cumulative spend is likely to exceed the legislated threshold over a three year period, then Council may consider reviewing the opportunity to pursue a contract for such goods, services or works through a competitive process.

Regular reviews and assessments of long term suppliers is desirable.

The City of Perth Procurement Policy: Purchasing Thresholds, Item 4.2 states:

*In determining the purchasing value, the following considerations are to be taken into account:*

- *The extent to which it could reasonably be expected that the City will continue to purchase a particular category of goods, services or works and what total value is or could be reasonably expected to be purchased; and*
- *Where the value is expected to be in the vicinity of \$150,000 over a three year period, a tender process must be undertaken. The determination of the commencement of a tender process shall be in collaboration with the relevant business unit and the Finance Unit.*

Use of Spend Map by some Councils:

The accounts payable data in a council "Spend Map" is grouped according to the category of goods and services being purchased. Expenditure is mapped against procurement categories to complement the traditional departmental budget format. This spend map enables the consistent analysis of the total spend on common goods and services used across multiple departments.

Within each category, spend is further categorised by suppliers to allow the identification of common suppliers across multiple council departments. I would suggest that it would be advantageous for the Audit and Governance Committee to be provided with such a Spend Map on a quarterly basis.

#### OFFICER COMMENT

The Town has a procurement procedure that is reviewed on an annual basis. This document is linked to the Council Purchasing Policy and is an operational document that is used by all Staff within the Town that have authority to purchase goods and services.

The document is used by Internal and External Auditors to audit the processes that are in place and particularly to ensure that (not limited to):

1. The correct number of quotes are obtained;
2. Whether an RFQ needs to be advertised;
3. Whether WALGA preferred suppliers can be used; or
4. Whether there is a requirement to advertise for tenders for projects that exceed \$150,000.

Staff do use a report (also used by the ATO) to ensure that supplier spend, complies with the requires of the Tender Regulations and the Local Government Act.

The Notice of motion requires that this report be provide on a quarterly basis, however, there is little value in the report being provided to the Committee as this is an operational report and monitored by qualified Staff and Auditors.

Any matters that are raised by the Auditor are then referred to the Audit & Governance Committee.

Note: Councillors are entitled to documents that would assist in their responsibilities and for the good governance of the district. Council also set the policies for the Town. The CEO is responsible for the financial management (Clause 6.10 of the Local Government Act), therefore, it is difficult to understand exactly how providing these documents to the Audit and Governance Committee would be considered "good governance" of the district given that procurement procedures are very well monitored by qualified staff and auditors.

Accordingly, staff believe the notice of motion is not required.

*The Committee discussed how committees of Council should be in a position to define project expectations, have input on the setting of scope of works and set clear specifications, outcomes and objectives to ensure the satisfactory delivery of goods, services and works.*

*Cr Wilson left the meeting at 6.45pm and did not return.*

*Cr Hamilton withdrew her notice of motion and moved an alternation motion which was supported by the committee.*

**COMMITTEE RECOMMENDATION – ITEM 9.1**

**AGC-2/08/18**

MOVED Cr Hamilton, Seconded Tom Klaassen, that staff shall present the scope of works and deliverables for new projects or consultancies in excess of \$20,000 to the appropriate Committee and/or Council for consideration and approval prior to release to the market.

**CARRIED UNANIMOUSLY 4/0**

**10.0**

**ANNOUNCEMENTS OF NOTICES OF MOTION FOR THE NEXT MEETING**

Nil

**11.0**

**CONFIDENTIAL BUSINESS**

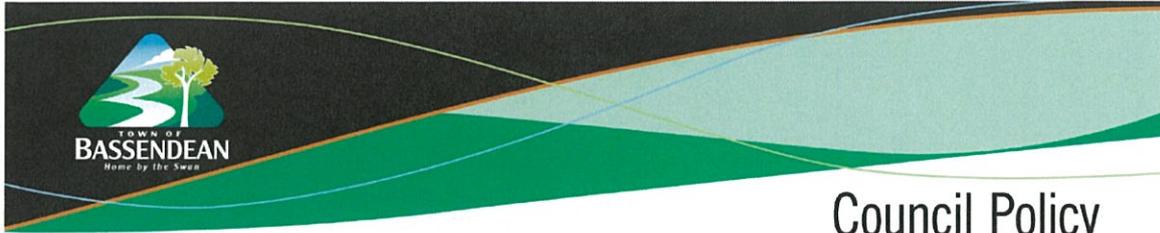
Nil

**12.0**

**CLOSURE**

The next meeting is to be held on Wednesday 10 October 2018, commencing at 5.30pm.

There being no further business, the Presiding Member closed the meeting at 6.47pm.



## Council Policy

**DRAFT**

3 August 2018

### 6.14 Purchasing Policy

#### Objective

This policy:

1. Ensures compliance with the *Local Government Act 1995* and the Local Government (Functions and General) Regulations 1996 to establish a framework of operational standards for contracts to purchase goods and services;
2. Provides guidance to all Council employees on all levels of procurement to ensure ethical behavior, ensure probity, and transparency;
3. Is designed to ensure that the Town receives value for money as a result of its purchasing activities;
4. Aims to deliver a high level of accountability whilst providing a flexible, efficient and effective and transparent procurement framework;
5. Ensure that the Town considers the environmental and sustainability implications of the procurement process across the life cycle of goods and services; and
6. Ensures that all purchasing transactions are recorded in compliance with the State Records Act 2000 and associated records management practices and procedures of the Town.

#### Strategy

The Town is committed to sustainable procurement practices. The Town will advertise and assess quotes and tenders to secure supply arrangements that contribute to achieving the Town's strategic goals and objectives in line with the following principles:

- Enhance our natural and built environment, by purchasing products and services that demonstrate environmental best practice, and will reduce negative impacts.
- Enhance our Economic environment by ensuring value for money in all contracting and purchasing.
- Ensure Good Governance by maintaining transparency in contracting and purchasing, minimising the risk to the Town of Bassendean through the application of a robust risk management mechanism's ensuring that the products and services it purchases are in line with the Town's objectives.

- Where appropriate, the Town shall endeavour to provide an advantage to suppliers demonstrating that they minimise environmental and negative social impacts and embrace sustainable business practices.

### **Records Management**

All records associated with the tender process or a direct purchase process must be recorded and retained.

For a tender process, this includes:

- Tender documentation;
- Internal documentation;
- Evaluation documentation;
- Enquiry and response documentation; and
- Notification and award documentation.

For a direct purchasing process this includes:

- Quotation documentation;
- Internal documentation; and
- Order forms and requisitions.

Record retention shall be in accordance with the minimum requirements of the State Records Act, and the Town of Bassendean's internal records management procedures.

### **Sustainable Procurement**

The Town is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Town will embrace Sustainable Procurement by applying the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes. Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders will include a request for information from Suppliers regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

### **Local Economic Benefit**

The Town encourages the development of competitive local businesses within its boundary first, and second within its broader region. As much as practicable, the Town will:

- Where appropriate, consider buying practices, procedures and specifications that do not unfairly disadvantage local businesses;
- Consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- Ensure that procurement plans address local business capability and local content;
- Explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- Avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid; and
- Provide adequate and consistent information to local suppliers.

### Purchasing Threshold

The Town will maintain a principle period of 3 years for all procurement of goods or services for the Town, for purchases valued over \$20,000, where the value of procurement and contract (excluding GST), is, or is expected to be:

| Monetary Threshold<br>(excluding GST)   | Purchasing Method Required   |
|---|--|
| Up to \$1,999<br>Annually - For Irregular and Non-Recurrent Purchases<br><br>3 year period for Recurring Purchases      | <u>Irregular and Non-Recurrent Purchases</u> - For irregular and non-recurrent goods and services valued up to \$1,999 per year, no competitive process is required, although <b>one</b> verbal quote must be obtained prior to purchasing. An exception is where goods are purchased by Corporate Credit Card.<br><br><u>Recurring Purchases</u> - Recurring goods and services valued up to \$1,999 per year, require a projected spend over 3 year period. Use Contract Procurement Checklist Appendix 4.   |
| \$2,000 to \$ 4,999<br>Annually - For Irregular and Non-Recurrent Purchases   | <u>Irregular and Non-Recurrent Purchases</u> - For Irregular and Non-Recurrent Purchases goods and services valued between \$2,000 and \$4,999 per year, no competitive process is required, although <b>one written</b> quote must be obtained prior to purchasing.   |
| \$5,000 - \$19,999<br>Annually - For Irregular and Non-Recurrent Purchases<br><br>3 year period for Recurring Purchases | <u>Irregular and Non-Recurrent Purchases</u> - For goods and services valued between \$5,000 and \$19,999 a purchase, <b>2 x Written quotations</b> are required. Where rates are reasonable and consistent with similar products, officers must occasionally undertake market testing to ensure best value for money is obtained. Record of Written Quotes \$2,000 to \$59,999 is attached in Appendix 3.<br><br><u>Recurring Purchases</u> - Recurring goods and services valued between \$5,000 and \$19,999 per year require projected spend over 3 year period.<br>Use Contract Procurement Checklist Appendix 4. |
| \$20,000 - \$59,999<br><b>(over 3 years)</b>  | <b>Minimum 3 written quotations are requested and Manager or Director approval required.</b> Informal evaluations could include OHS requirements, financial viability, experience and referees. Record of Written Quotes \$2,000 to \$59,999 is attached in Appendix 3 together with evaluation form.  |

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| <p>\$60,000 - 149,999<br/>Formal RFQ required</p> | <p>Formal Request For Quotation (RFQ) is required to be issued by Contract Support Officer. Contract Owner/Manager is to complete the Contract Procurement Checklist (Appendix 4), have Manager of Service and Director approve then forward to Contract Support Officer.<br/>A sufficient number of written quotations are to be sought (minimum of three 3 written quotations.)<br/>A quote must be sought from either:</p> <ul style="list-style-type: none"> <li>• The open market; or</li> <li>• A supplier included in the relevant WALGA Preferred Supplier Arrangement (link on Intranet). All suppliers of those particular services registered on the WALGA Portal must be given the opportunity to provide a response to our quote, unless Director has approved otherwise; or</li> <li>• Other suppliers that are accessible under another tender exempt arrangement (WA Disability Enterprise or an Aboriginal Owned Business).</li> </ul> <p>Responses are to be evaluated on both price considerations and appropriate weighted qualitative criteria, by the Contract Supervisor/Manager and Evaluation Panel to evaluate the submission/s and recommend a supplier. The Successful Supplier must be approved by the Manager of Service and Director.</p>  |
| <p>\$150,000 and above<br/>RFT Required</p>       | <p>Request for Tender (RFT) to be called by Contract Support Officer. Request for Tender is to be issued in accordance with the Local Government Act 1995 (Section 3.57) unless expressly exempted under clause 11 (2) of the Regulation.<br/>Contract Owner/Manager is to complete the Contract Procurement Checklist (Appendix 4), have Manager of Service and Director approve then forward to Contract Support Officer, who will then complete (Director and CEO Procurement Authority Appendix 6) to proceed with Tender process.<br/>Request for Tender must be sought from either:</p> <ul style="list-style-type: none"> <li>• The open market (must be publicly advertised State-wide); or</li> <li>• A supplier included in the relevant WALGA Preferred Supplier Arrangement (link on Intranet). All suppliers of those particular services registered on the WALGA Portal must be given the opportunity to provide a response to our request, unless Director has approved otherwise; or</li> <li>• Other suppliers that are accessible under another tender exempt arrangement (WA Disability Enterprise or an Aboriginal Owned Business) and State or Commonwealth Government Contracts.</li> </ul> <p>Responses are to be assessed by the Evaluation Panel on appropriate weighted qualitative criteria, who will recommend a successful supplier. The Procurement Decision (successful supplier) is to be reported to the next Ordinary Council Meeting, to be approved by Council.</p> |

## 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.

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| <b>Policy Type:</b> Strategic Policy                               | <b>Responsible Officer:</b> Chief Executive Officer      |
| <b>Link to Strategic Community Plan:</b> Leadership and Governance | <b>Last Review Date:</b> August 2018<br><b>Version 3</b> |
|  | <b>Next Review due by:</b> May 2021                      |