

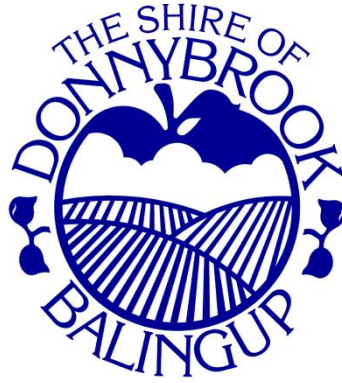


ATTACHMENTS

Ordinary Council Meeting August 2019

Agenda Briefing – Wednesday 21 August 2019

Ordinary Council Meeting – Wednesday 28 August 2019



ORDINARY MEETING OF COUNCIL MINUTES

Wednesday 24 July 2019

5.00pm

Shire of Donnybrook Balingup Council Chambers, Donnybrook

A handwritten signature in black ink, appearing to read 'BGR' followed by a flourish.

Ben Rose
Chief Executive Officer

26 July 2019



MINUTES OF ORDINARY MEETING OF COUNCIL

24 JULY 2019

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SHIRE OF DONNYBROOK BALINGUP
MINUTES OF ORDINARY MEETING OF COUNCIL

Held at the Shire of Donnybrook Balingup Council Chambers
Wednesday 24 July at 5.00pm

1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

Shire President – Acknowledgment of Country

The Shire President acknowledged the traditional custodians of the land, the Noongar People, paying respects to Elders, past and present.

The Shire Present declared the meeting open at 5:00pm and welcomed the public gallery

Shire President – Public Notification of Recording of Meetings

The Shire President advised the meeting is being digitally recorded to assist with minute taking in accordance with Council Policy 1.25. The Shire President further stated the following:

If you do not give permission for your participation to be recorded, please indicate this at the meeting. Members are reminded that no other visual or audio recording of this meeting by any other means is allowed without the permission of the Chairperson.

2 ATTENDANCE

MEMBERS PRESENT

COUNCILLORS	STAFF
Cr Piesse (President)	Ben Rose – Chief Executive Officer
Cr Atherton	Steve Potter – Executive Manager Operations
Cr King	Alan Thornton – Manager Corporate Services
Cr Lindemann	Damien Morgan – Manager Works and Services
Cr Mills	Bob Wallin – Manager Development Services
Cr Mitchell	Maureen Keegan – Manager Executive Services
Cr Tan	
Cr Van Der Heide	
Cr Wringe	

PUBLIC GALLERY

5 members of the public were in attendance.

2.1 APOLOGIES

Nil

2.2 APPROVED LEAVE OF ABSENCE

Nil

2.3 APPLICATION FOR A LEAVE OF ABSENCE

Nil

3 ANNOUNCEMENTS FROM PRESIDING MEMBER

Nil

4 DECLARATION OF INTEREST

Division 6: Sub-Division 1 of the *Local Government Act 1995*. Care should be taken by all Councillors to ensure that a financial/impartiality interest is declared and that they refrain from voting on any matter, which is considered to come within the ambit of the Act.

Cr Van Der Heide declared an impartiality interest in item 9.3.2 as his daughter is employed at the IGA Shopping Centre.

Cr King has declared a proximity interest in item 13.1.2 Confidential Item Lewana Bushfire Incident. After reviewing the applicability of his proximity interest and determining that he did not have a proximity interest Cr King participated in the debate of this item.

Cr Wringe declared an impartiality interest in item 13.1.2 Confidential item Lewana Bushfire Incident as she is the Chairperson of the Kirup Volunteer Bushfire Brigade.

Cr Mitchell declared an impartiality interest in item 13.1.2 Confidential item Lewana Bushfire Incident as she is a member of the Kirup Volunteer Bushfire Brigade.

5 PUBLIC QUESTION TIME

5.1 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5.2 PUBLIC QUESTION TIME

Nil

6 PRESENTATIONS

Nil

7 CONFIRMATION OF MINUTES

7.1 ORDINARY MEETING OF COUNCIL – 26 JUNE 2019

Minutes of the Ordinary Meeting of Council held 26 June 2019 are attached (*attachment 7.1*)

COUNCIL RESOLUTION 97/19 (Executive Recommendation)

That the Minutes from the Ordinary Meeting of Council held 26 June 2019 be confirmed as a true and accurate record.

CARRIED 9/0 by En Bloc Decision

8 REPORTS OF COMMITTEES

Nil

9 REPORTS OF OFFICERS

Adoption by Exception:

COUNCIL RESOLUTION

Moved: Cr Tan

Seconded: Cr Wringe

That the following items be carried En Bloc:

- 7.1 Confirmation of Minutes Ordinary Council Meeting 26 June 2019**
- 9.1.1 Accounts for Payment**
- 9.1.2 Monthly Financial Report**
- 9.1.3 Audit Committee Charter**
- 9.2.1 Shire of Donnybrook Balingup: Cities Power Partnerships – Consideration of Pledge Options**
- 9.3.1 Sale of Lot 229 Steere Street Donnybrook**
- 9.5.1 Tuia Lodge Quarterly Report**
- 9.6.1 Partnership with Shire of Collie – Feasibility Assessment of Development Tourist Visitor Facilities at Glen Mervyn Dam**

Carried 9/0

9.1.3 AUDIT COMMITTEE CHARTER

Location	Shire of Donnybrook-Balingup
Applicant	Ben Rose, Chief Executive Officer
File Reference	FNC02
Author	Alan Thornton, Manager Corporate Services
Attachments	9.1.3 (1) Audit Committee Charter
Voting Requirements	Simple Majority
Executive Summary	<ul style="list-style-type: none"> Council to adopt Audit Committee Charter

STRATEGIC ALIGNMENT

The following outcomes from the Corporate Business Plan relate to this proposal:

Outcome	Strategy	Action
4.1 – A strategically focussed, open and accountable local government	4.1.1 – Provide Accountable and Strategic Leadership	4.1.1.2 – Review Council, Committee and Working Group governance structures and meeting programs
4.1 – A strategically focussed, open and accountable local government	4.1.2 – Continue to enhance communication and transparency	4.1.2.1 – Ongoing meaningful communication and engagement with residents, ratepayers and stakeholders

BACKGROUND

At the 26 June Ordinary Council Meeting an Audit Committee consisting of three elected members and two independent external members was established.

DETAILS

The Local Government Act 1995 requires that all Local Governments establish an Audit Committee. An Audit Committee plays a key role in assisting a local government to fulfil its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, legislative compliance, ethical accountability and the internal and external audit functions.

The Audit Committee is to report to Council and provide appropriate advice and recommendations on matters relevant to its Terms of Reference as detailed in the Audit Committee Charter.

CONSULTATION

Not Applicable

FINANCIAL IMPLICATIONS

Not Applicable.

POLICY COMPLIANCE

Not Applicable.

STATUTORY COMPLIANCE

Local Government Act 1995

Local Government (Audit) Regulations 1996

CONCLUSION

The Audit Committee Charter facilitates informed decision-making by Council in relation to the legislative functions and duties of the Shire that have not been delegated to the CEO.

COUNCIL RESOLUTION 100/19 (Executive Recommendation)

Moved: Cr Tan

Seconded: Cr Wringe

That Council Adopts the Audit Committee Charter as presented.

CARRIED 9/0 by En Bloc Decision

9.2 MANAGER WORKS AND SERVICES

9.2.1 SHIRE OF DONNYBROOK BALINGUP: CITIES POWER PARTNERSHIPS – CONSIDERATION OF PLEDGE OPTIONS

Location	Shire of Donnybrook Balingup
Applicant	Shire of Donnybrook Balingup
File Reference	WRK 15/4
Author	Damien Morgan
Attachments	9.2.1(1): Potential Actions
Voting Requirements	Simple Majority
Executive Summary	<ul style="list-style-type: none"> • Council previously supported the Shire joining the 'Cities Power Partnerships' at the October 2018 OCM; • Staff have determined that this requires the Council to make 'pledges' to commit to particular outcomes. • This report presents 'pledge' options for Council's consideration.

STRATEGIC ALIGNMENT

The following outcomes from the Corporate Business Plan relate to this proposal:

Outcome	Strategy	Action No.	Actions
2.3 - A natural environment for the benefit of current and future generations	2.3. Efficient use of resources to minimise environmental impacts	2.3.4	Review the sustainability strategy
2.3 A natural environment for the benefit of the current and future generations	2.3.1 Efficient use of resources to minimise the environmental impacts	2.3.1.2	Encourage community to adopt alternative energy and green options
2.1 An attractive and maintained built environment	2.1.2 Provide effective and efficient regulatory services	2.1.2.2	Develop and implement asset management plans
2.4 – Efficient and effective waste management	2.4.2 Promotion of waste minimisation	2.4.2.1	Encourage recycling and organic waste recycling
1.3 An attractive visitor and tourist destination	1.3.1 Actively promote the district as an attractive destination	1.3.1.4	Support and promote local tourism events and attractions
4.1 A strategically focused, open and accountable local government	4.1.1 Provide accountable and strategic leadership	4.1.1.5	Support initiatives to nurture local civic, social and community leadership

BACKGROUND

At the Ordinary Meeting on 24 October 2018, Council resolved the following:

“That Council:

Endorse the Chief Executive Officer, on behalf of the Shire of Donnybrook Balingup to apply to join the Cities Power Partnership.”

Since the resolution, Officers have researched the process to join the Cities Power Partnership (CPP), including attending a CPP event on 30 May 2019.

As a result of the above, it has been determined the up-front and ongoing commitments required of the Shire in ‘joining’ the CPP are as follows:

- The Shire is to identify five actions from a list of potential actions proposed by the CPP.
- The Shire is to complete a six monthly online survey.
- The Shire is to nominate a point of contact.
- The Shire is to confirm the Shire is willing to be ‘buddied’ with other local governments.

DETAILS

It is recommended that prior to joining the CPP that any commitments be clearly outlined and endorsed by Council. The list of all potential actions is provided in *Attachment 9.2.1(1)* with a list of Staff’s recommended actions and an example of how each action can be achieved in Table 1 below.

	Recommended Action	Examples of Implementation
1. Renewable Energy	1.3. Install renewable energy on council buildings.	The Shire has already installed renewable energy solutions (e.g. solar panels) on a number of key council buildings and will continue to consider the incorporation of renewable energy initiatives on our building assets.
2. Energy Efficiency	2.3. Roll out energy efficient lighting (particularly street lighting) across the municipality.	The Shire will continue to investigate energy efficient solutions (e.g. LED lighting) when installing or upgrading lighting.
3. Sustainable Transport	3.3 Encourage sustainable transport use such as public transport, walking and cycling through council transport planning and design.	The Shire will continue to participate in the development of regional strategies such as the 2050 Bunbury Wellington Cycling Strategy. The Shire also supports sustainable transport by allocating funds each financial year to the development of pathways.
	3.5. Support cycling through provision of adequate cycle lanes, bike parking and end of ride facilities.	Strategic pathways such as the Meldene Estate Link will incorporate end of ride facilities.
4. Work Together and Influence	4.4 Set up meetings and attend events, such as the Community Energy Congress or the Cities Powers Partnership Summit, where like-minded cities can address common concerns and learn from others’ experience.	Officers will consider attending WA based meetings or events such as the recent round table event hosted by the CPP.

When determining the five recommended actions, officers have considered the following:

- Relevance to the Shire of Donnybrook Balingup;
- Environmental Impacts;
- Financial Implications;
- Ease of Implementation.

It is considered each of the five options are relevant to the Shire and are reasonable in terms of implementation and costs.

The Shire's Environmental Officer will be the nominated point of contact and will be responsible for completing the six monthly online survey.

CONSULTATION

Officers consulted with the CPP regarding the process to join the CPP and discussed the benefits of joining. The recent CPP meeting held in Perth provided an opportunity for the Environmental Officer to meet representatives of the CPP and other Local Governments.

As a result of the meeting in Perth, it was noted that there is a risk of the group being utilised to push particular political views and this is something that both staff and Council need to be cognisant of, to avoid becoming drawn into actions that may not necessarily reflect the intentions or position of the Shire. It is considered that by committing to the five pledges as recommended, this provides clear direction in terms of the extent to which the Shire is making commitments and it is recommended that clear advice be provided to the CPP that this is the case.

FINANCIAL IMPLICATIONS

Although there is no cost to join the CPP, depending on the actions chosen, there may be financial implications for future projects, and these will need to be identified and endorsed through the annual SoDB budget process.

There may also be a cost associated with officers or Councilor's attending meetings and events, but this should not significantly impact existing or future budgets.

POLICY COMPLIANCE

Not Applicable

STATUTORY COMPLIANCE

Not Applicable

CONCLUSION

Many of the recommended action are considered to already form part of our typical processes when planning new projects. However by formalising their status through the pledge commitment as proposed, it will only enhance their consideration by officers and Council when considering and planning Shire processes and projects. The recommended pledges are

consistent with strategies and actions identified in the Shire's Corporate Business Plan, and Council endorsement will reflect this.

**COUNCIL RESOLUTION 101/19
(Executive Recommendation)**

Moved: Cr Tan

Seconded: Cr Wringe

That Council:

- 1. Pledges to undertake the following five actions in agreeing to join the Cities Power Partnership:**

Number	Action
1.3	Install renewable energy on council buildings.
2.3	Roll out energy efficient lighting (particularly street lighting) across the municipality.
3.3	Encourage sustainable transport use such as public transport, walking and cycling through council transport planning and design.
3.5	Support cycling through provision of adequate cycle lanes, bike parking and end of ride facilities.
4.4	Set up meetings and attended events, such as the Community Energy Congress or the Cities Powers Partnership Summit, where like-minded cities can address common concerns and learn from others' experience.

- 2. Advises the Cities Power Partnership of Council's nominated actions when making application to join.**
- 3. Advises the Cities Power Partnership that Council's commitment is limited to the actions outlined in Point 1 and should not be construed as being tacit support for any political stance that the CPP or affiliated local government authorities may adopt;**
- 4. Instructs the Chief Executive Officer to consider measures to incorporate the identified actions in Point 1 as part of the process for the planning of future projects and processes.**

CARRIED 9/0 by En Bloc Decision

9.3 **MANAGER DEVELOPMENT SERVICES**

9.3.1 SALE OF LOT 229 (43) STEERE STREET, DONNYBROOK

Location	Lot 229 (43) Steere Street, Donnybrook
Applicant	First National Real Estate, Donnybrook
File Reference	A1358
Author	Bob Wallin (Principal Planner)
Attachments	Attachment 9.3.1(1): Location Plan
Voting Requirements	Absolute Majority
Executive Summary	<ul style="list-style-type: none"> • A party has expressed an interest to purchase Lot 229 Steere Street, Donnybrook for \$90 000. The land has been valued at \$95 000 by a licensed valuer (LMW) in February 2019. • Sale of land by Council requires compliance with Section 3.58 of the Local Government Act. • This proposal requires Council support as the proposed offer is slightly less than the market value estimate. • It is recommended that Council agrees to the sale.

STRATEGIC ALIGNMENT

The following outcomes from the Corporate Business Plan relate to this proposal:

Outcome	Strategy	Actions
4.2 A respected, professional and trusted organisation	Effective and efficient operations and service provision	4.2.1.2 Seek a high level of legislative compliance and effective internal controls

BACKGROUND

The Shire has received an offer to purchase Lot 229 (43) Steere Street, Donnybrook for the sum of \$90,000 from Lisa Michelle Ritchie and James David Ritchie (*Attachment 9.3.2(1) – Location plan*).

Council at its 28 November 2018 Ordinary Council Meeting resolved to dispose of four lots, including Lot 229 Steere Street, Donnybrook as part of the Shire’s Land Asset Review. The resolution provides the Chief Executive Officer delegated authority to accept offers consistent with a certified independent land valuation and compliance with processes defined in Section 3.58 of the *Local Government Act 1995*.

The property was valued by LMW (certified independent land valuer) at \$95,000 in February 2019 and therefore a Council decision is required due to the variance from the valuation report.

The process of disposing of Shire land is controlled through Section 3.5 of the *Local Government Act 1985* (the Act) which requires:

- A market appraisal less than 6 months old;
- Giving public notice (14 days); and
- A Council decision being recorded in the minutes of the meeting (if a submission was received).

DETAILS

The proposed sale price of \$90,000 is slightly lower than the market evaluation provided for Lot 229 Steere Street, Donnybrook.

The offer is approximately within a 5% tolerance of the valuation figure and considered reasonable to accept given:

- There is no guarantee that another offer will be presented in the near future;
- The market in Donnybrook is relatively flat and there is no indication that conditions will change; and
- The lengthy timeframes involved with attracting purchases for the Shire's other properties on Mead Street.

CONSULTATION

If supported, the proposal will be advertised in accordance with Section 3.5 of the Act.

FINANCIAL IMPLICATIONS

Funds received (minus expenses) will be set aside in an appropriately designated Council reserve consistent with the resolution from Council's November 2018 Ordinary Council Meeting.

POLICY COMPLIANCE

Nil

STATUTORY COMPLIANCE

Section 3.58 of the Local Government Act. This sets out the process for the disposal of land by a local government.

CONCLUSION

The proposed sale price is consistent with the established market value. The process for disposing of land, including advertising will be undertaken in accordance with Section 3.58 of the Local Government Act.

**COUNCIL RESOLUTION 102/19
(Executive Recommendation)**

Moved: Cr Tan

Seconded: Cr Wringe

That Council:

- 1. Accepts the offer of \$90,000 received from Lisa Michelle Ritchie and James David Ritchie for the purchase of Lot 229 Steere Street, Donnybrook from the Shire;**
- 2. Advertises the sale to comply with Section 3.58 of the Local Government Act 1995; and**
- 3. Authorises the Chief Executive Officer to undertake any actions required to facilitate the sale of the land to implement points 1 and 2 above.**

CARRIED 9/0 by En Bloc Decision

9.3.2 PROPOSED EXPANSION OF DONNYBROOK ‘IGA’ SHOPPING CENTRE, INCLUDING INCREASED FLOOR AREA, CAFÉ AND LIQUOR STORE

Location	Lots 5, 6, 7, 8, 9 and 500 South Western Highway, Donnybrook
Applicant	MCG Architects
File Reference	A4275/A4276 and A323
Author	Bob Wallin (Manager Development Services)
Attachments	Attachment 9.2.3(1): Location Plan Attachment 9.2.3(2): Development plan Attachment 9.2.3(3): Previous Council report (February 2015)
Voting Requirements	Simple Majority
Executive Summary	<ul style="list-style-type: none"> Recommend conditional approval for the expansion of the existing IGA store, including a café, liquor store and a redesigned and expanded car parking area. The proposal complies with the requirements of Local Planning Scheme No. 7 regarding land use, car parking provision, setbacks, plot ratio, landscaping and street elevations.

STRATEGIC ALIGNMENT

The following outcomes from the Corporate Business Plan relate to this proposal:

Outcome	Strategy	Actions
2.1 An attractive and maintained built environment	Maintain, renew and improve infrastructure within allocated resources	2.1.1.4 Maintain attractive town sites within resource capacity

BACKGROUND

Council has received an Application for Development Approval for the proposed expansion and redevelopment of the “IGA” store which includes Lots 5, 6, 7, 8, 9 and 500 South Western Highway, Donnybrook (*Attachment 9.3.2(1) – Location Plan*). The land is zoned “Commercial” under Local Planning Scheme 7 (LPS7).

The proposed design can be viewed in *Attachment 9.3.2(2)* and includes the following elements:

- Expanded and redesigned car parking area;
- A café (108m²);
- A bottle shop (300m²);
- Expansion of IGA shop (824m²);
- Public toilets; and
- A mall (112m²).

A similar proposal was approved by Council at its 11 February 2015 Ordinary Council Meeting. The previous approval which has lapsed, included:

- A redesign of the car parking areas;
- A café (84m²);
- Public toilets;
- A sign; and
- A new retail store with a floor area of 356m² (liquor store).

A copy of the previous Council report is provided in *Attachment 9.3.2(3)*. This provides relevant background context and analysis of issues.

DETAILS

There are two parts to assessing this development application. The first part relates to land use and the second to the physical development.

Land Use

In relation to the proposed uses, these are classified as follows:

Proposed Uses	Classification of Use type in LPS7	Designation of use type under Commercial zone.
Café	Restaurant	D (Discretionary)
Expansion of IGA store	Shop	D (Discretionary)
Bottle shop	Liquor Store	P (Permitted)

Land uses listed as “D” (Discretionary) require the application of discretion while uses listed as “P” (Permitted) means that the use is allowed as a right – subject to complying with LPS7 provisions. These uses do not require advertising as this only applies to proposed uses with an “A” listing.

The proposed uses are considered reasonable in the context of a shopping centre development and will not create any potential land use conflict with adjoining land.

Development (Built form outcomes)

There are several elements in considering built form outcomes with regard to LPS7 provisions. The following table lists specific requirements and demonstrates whether the development complies:

Design element	Requirement	Proposed	Compliance
Setbacks			
Front	Nil	Greater than nil	Complies
Side	Nil	Greater than nil	Complies
Rear	Nil	Greater than nil	Complies
Landscaping			
	10%	Details have not been provided. However, there is more than suitable land available to comply with this standard.	Can be conditioned to comply
Carparking			
Shop (IGA store)	1 bay per 20m ² Gross Floor Area (GFA) 2172m ² GFA / 20m ² = 109 bays		
Café (Restaurant)	1 bay per 4 seated patrons 24 seats / 4 = 6 bays		
(Liquor Store)	1 bay per 25m ² GFA 300m ² GFA / 25m ² = 12 bays		
Total required	127 bays	128 bays + caravan RV and Trailer spaces, + bicycle racks and motor bike spaces	Complies
Plot Ratio			
	Up to 2.0	Less than 1.0	Complies
Primary building elevation			
	Must have a façade that includes: <ul style="list-style-type: none"> Architectural features Must reflect building materials of adjoining development 	Design includes: A façade with significant areas of glazing, shade structures, vertical and horizontal stepping and inclusion of a vertical garden. The building includes masonry elements and feature treatments consistent with other buildings in the locality.	Complies
Loading and Servicing Vehicles			
	Space be provided	The site contains significant space at the rear of the site for loading and servicing the development.	Complies

CONSULTATION

The proposal includes frontage to the South Western Highway which triggers the need to seek advice from Main Roads Western Australia (MRWA). The submitted application proposes some changes to the access points onto SW Highway, however the applicant has indicated they are willing to be flexible in this regard and if needed can retain the existing access points and design the parking area accordingly. MRWA have advised that it has no objections should the retaining two existing crossovers be retained in their present locations, however some further consideration may be required if alternative access points are proposed.

Officers are confident that by continuing to liaise with both the applicant and MRWA that an acceptable solution for all parties can be achieved.

FINANCIAL IMPLICATIONS

Nil

POLICY COMPLIANCE

Local Planning Policy 9:17 *Industrial and Commercial Development Control* has the aim of improving the quality of commercial development within the Shire and encourages aesthetically attractive built form and streetscapes.

The policy outlines that this aim is achieved through applying development guidelines that address building appearance. The proposal satisfies the development guidelines by:

- Incorporating a variety of materials, colours and treatments;
- Including architectural features including verandahs, windows, doors, gables, and porticos in the street elevation;
- Providing a roof form with points of interest; and
- Including vertical and horizontal stepping of elevations.

STATUTORY COMPLIANCE

The development (building) and land use require planning approval under LPS7. The proposal satisfies LPS7 provisions in relation to land use (Table 1), setbacks, plot ratio and built form (clause 4.56 and clause 67 of the Deemed Provisions) and car parking provision (Table 2).

CONCLUSION

The proposed development satisfies the requirements of LPS7 and represents an improved floor plan and car parking layout as well as an upgrade to the existing building façade. The proposed uses are consistent with the intent of the “Commercial” zone objectives and will not create any potential for land use conflict.

Approval is recommended subject to conditions.

**COUNCIL RESOLUTION 103/19
(Executive Recommendation)**

Moved: Cr Tan Seconded Cr Wringe

That Council:

- 1. Grants development approval for the proposed re-development of the IGA shopping complex at Lots 5, 6, 7, 8, 9 and 500 South Western Highway, Donnybrook inclusive of the following elements;**

- **Expanded and redesigned car parking area;**
- **Café (108m²);**
- **Liquor store (300m²);**
- **Expansion of IGA shop (824m²);**
- **Public toilets; and**
- **Mall (112m²)**

in accordance with the approved plans, subject to the following conditions:

- 1.1 The layout of the site and the size, design and location of the buildings and works permitted must always accord with the endorsed plan(s) and must not be altered or modified without the further written consent of Council.**
- 1.2 Lots 5, 6, 7, 8, 9 and 500 South Western Highway, Donnybrook are to be amalgamated with an application to be lodged with the Western Australian Planning Commission within six months of the completion of development.**
- 1.3 All stormwater from the proposed building(s) and hardstand area(s) shall be contained on site in accordance with the Shire's specifications.**
- 1.4 A drainage management plan is to be prepared and implemented to the satisfaction of the Shire of Donnybrook Balingup.**
- 1.5 A minimum of 127 carparking bays shall be provided, as indicated on the approved plan. The internal layout of car parking is to be designed, constructed, paved, drained, marked, lit and maintained to the satisfaction of the Shire of Donnybrook Balingup.**
- 1.6 Prior to occupation, the applicant is required to upgrade crossovers to all public roads which are to be designed and constructed to the specifications and standards of the Shire of Donnybrook Balingup and/or Main Roads Western Australia.**
- 1.7 Prior to the development commencing a Landscaping Plan is to be prepared and approved by the Shire of Donnybrook Balingup. A minimum area of 10% of the site is to be set aside for landscaping.**

- 1.8 Prior to occupation of the proposed development landscaping of the development site shall be installed in accordance with the approved Landscaping Plan and thereafter maintained.**
- 1.9 The upgrading of the interface with Sharpe Street is to be designed and implemented to the satisfaction of the Shire of Donnybrook Balingup.**
- 1.10 Prior to the development commencing a management plan is to be prepared and approved by the Shire of Donnybrook Balingup to ensure public safety, amenity and access is maintained during the construction phase of the development.**

Carried 9/0

ADVICE NOTES

- 1. If the development the subject of this approval is not substantially commenced within 2 years, or another period specified in the approval after the date of the determination, the approval will lapse and be of no further effect.**
- 2. Where an approval has so lapsed, no development must be carried out without the further approval of the local government having first been sought and obtained.**
- 3. If an applicant or owner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the *Planning and Development Act 2005* Part 14. An application must be made within 28 days of the determination.**
- 4. An application for a Building Permit to construct the development hereby permitted is required to be submitted and approved by the local government prior to any construction works commencing on-site in relation to this determination.**
- 5. Car parking dimensions are to comply with Table 3 of Local Planning Scheme No. 7.**
- 6. Provision is to be made for of car parking for those with special accessibility needs which is to be in accordance with Australian Standard 2890.6-2009: *Off Street Parking for People with Disabilities*.**
- 7. With regard to Condition 1.1, subject to the final arrangements for access from South Western Highway being agreed upon by the Shire of Donnybrook Balingup and Main Roads WA, plans may need to be amended accordingly and once stamped approved, will become the approved plans for the development.**

- 8. With regard to Condition 1.5, the design of car parking may require modifications to satisfy detailed requirements of Main Roads Western Australia regarding configuration of cross overs and ensuring clear access from the South Western Highway. Please note that it will also be required to modify the alignment of car parking over Lots 8 and 9 to allow a clear flow of traffic from the highway instead of the access terminating immediately into a T section.**
- 9. With regard to Condition 1.7, the 10% landscaping calculation can include the vertical landscaping wall area, pedestrian environments and the alfresco area.**
- 10. With regard to Condition 1.7, landscaping is to include provision of shade tree planting for car parking spaces at a ratio of 1 tree per 6 bays (excluding caravan/trailer and RV parking) and planting treatments along the southern boundary of Lot 4.**
- 11. The applicant is advised to liaise with the Shire's Manager Works and Services to discuss implementation of conditions relevant to the carparking, access and drainage early in the process to ensure that development meet the requirements of the Shire of Donnybrook Balingup.**
- 12. The applicant is reminded of their obligations under the *Liquor Control Act 1988* in obtaining the relevant licences for the sale of alcohol.**

9.4 STRATEGIC BUILT PROJECTS AND ASSETS

Nil

9.5 MANAGER AGED CARE SERVICES

9.5.1 TUIA LODGE QUARTERLY REPORT

Location	Shire of Donnybrook Balingup
Applicant	Ben Rose, Chief Executive Officer
File Reference	CSV 01/2
Author	Jason Vlasschaert, Acting Manager Aged Care Services
Attachments	9.5.1(1): Tuia Lodge - Quarter Four Report 2018/19
Voting Requirements	Simple Majority
Executive Summary	It is recommended that the Tuia Lodge Quarterly Report for Quarter Four 2018/19 be received by Council.

STRATEGIC ALIGNMENT

The following outcomes from the Corporate Business Plan relate to this proposal:

Outcome	Strategy	Actions
4.2 A respected, professional and trusted organisation	4.2.1 Effective and efficient operation and service provision	4.2.1.4 Demonstrate sound financial planning and management, including revenue / expenditure review and revenue diversification strategies and long term financial planning.

BACKGROUND

At its Ordinary Meeting on 23 August 2017 Council resolved to:

- 1) *...direct the Chief Executive Officer to prepare a quarterly report on an ongoing basis, regarding the management and operations of the Tuia Lodge Aged Care facility, with sufficient detail to ensure Elected Members can fulfil their individual obligations associated with the Shire of Donnybrook Balingup being the 'Approved Provider' for the facility.*
- 2) *That the report for each quarter, be presented at the next Ordinary Council meeting:*

REPORT	ORDINARY COUNCIL MEETING
July 1 – September 30	October 2017
October 1 – December 31	February 2018
January 1 – March 31	April 2018
April 1 – June 30	July 2018

The above resolution has been implemented and it is recommended the reports continue to be presented to Council on a quarterly basis.

DETAILS

This report covers quarter four (4) of the 2019/20 financial year. Comprehensive details including an Executive Summary, Residential Data, Employee Statistics, Occupational Safety and Health, Maintenance and Finance, are provided for Council's information at *attachment 9.5.1(1)*.

CONSULTATION

Not applicable.

FINANCIAL IMPLICATIONS

In accordance with 2018/19 Budget allocations.

POLICY COMPLIANCE

Not applicable.

STATUTORY COMPLIANCE

Aged Care Act 1997.

CONCLUSION

It is recommended that the Tuia Lodge Report for the fourth quarter of 2018/19 be received by Council.

COUNCIL RESOLUTION 104/19 (Executive Recommendation)

Moved: Cr Tan

Seconded: Cr Wringe

That Council receives the Tuia Lodge Quarterly Report for April – June 2019.

CARRIED 9/0 by En Bloc Decision

9.6 CHIEF EXECUTIVE OFFICER

9.6.1 PARTNERSHIP WITH SHIRE OF COLLIE – FEASIBILITY ASSESSMENT OF DEVELOPING TOURIST VISITOR FACILITIES AT GLEN MERVYN DAM

Location	Glen Mervyn Dam
Applicant	Ben Rose, Chief Executive Officer
File Reference	
Author	Ben Rose, Chief Executive Officer
Attachments	Nil
Voting Requirements	Simple Majority
Executive Summary	For Council to consider partnering with the Shire of Collie to undertake a feasibility assessment of developing managed camping facilities at Glen Mervyn Dam to encourage tourism activity in the Shire.

STRATEGIC ALIGNMENT

The following outcomes from the Corporate Business Plan relate to this proposal:

Outcome	Strategy	Actions
<i>Outcome 2.4 - Efficient and effective waste management</i>	<i>2.4.1 Undertake efficient waste management services</i>	<i>2.4.1.2 Provide efficient and effective waste services</i>

BACKGROUND

The Acting Chief Executive Officer and Shire President recently met with the Chief Executive Officer and Shire President of the Shire of Collie to discuss the possibility of supporting an application to the Collie Futures Fund to undertake a feasibility assessment of developing tourist visitor facilities at Glen Mervyn Dam.

DETAILS

The application would be developed and led by officers from the Shire of Donnybrook Balingup, with support from the Shire of Collie officers where appropriate. Funding would initially be sought to undertake a feasibility assessment with a view to developing facilities to encourage tourist visitation and facilitate water-based events being held.

Glen Mervyn Dam is located in the Shire of Donnybrook Balingup, however is reasonably close to the Shire of Donnybrook Balingup boundary with the Shire of Collie and is only 20km from the Collie townsite. It is currently managed by the Department of Biodiversity, Conservation and Attractions (DBCA). Whilst it is a popular place for local campers and water skiers, there are currently no formal amenities at the Glen Mervyn site.

The initial feasibility assessment would consider land use and planning implications, consultation with stakeholders within both Shires including DBCA, DWER, and Aboriginal groups as well as concept design and ongoing management implications. Other assessments including flora and fauna, and further Aboriginal heritage assessments may be required at a later stage.

The project may require the formation of a project management or reference group should the grant application be successful.

CONSULTATION

Public consultation may be appropriate at a later stage, if the concept proceeds.

Should Council support the Executive Recommendation, a joint media release from both Shires will be prepared.

FINANCIAL IMPLICATIONS

Funding would be sought from the South West Development Commission's Regional Economic Development Grants Scheme (REDS), or Collie Futures – Small Grants Scheme. Neither scheme requires a matching contribution from applicants, however the project would require some internal resources in terms of staff time to manage.

POLICY COMPLIANCE

Not applicable.

STATUTORY COMPLIANCE

Not applicable.

CONCLUSION

Glen Mervyn Dam is a well utilised local facility that represents a real opportunity to encourage further tourists to visit and stay in the local area. This is consistent with the strategic goals of both the Shire of Donnybrook Balingup and the Shire of Collie and the interaction between the two Shires thus far indicates that there is a willingness to work collaboratively to achieve a mutually beneficial outcome. The initial step of undertaking a feasibility assessment is recommended to determine the viability of such a concept.

**COUNCIL RESOLUTION 105/19
(Executive Recommendation)**

Moved: Cr Tan

Seconded: Cr Wringe

That Council:

- 1. Supports 'in-principle' the concept of establishing facilities at Glen Mervyn Dam to attract tourists and visitors to the local area and encourage water-based events to be held at the facility;**
- 2. Authorises the Chief Executive Officer to engage with the Shire of Collie with a view to preparing a joint grant application to secure funds to undertake a feasibility assessment of the concept;**
- 3. Authorises the Chief Executive Officer and/or Shire President to make a joint media statement with the Shire of Collie with regard to this resolution;**
- 4. Authorises the Chief Executive Officer to make representations to the Department of Biodiversity, Conservation and Attractions (DBCA) with regard to the concept.**

CARRIED 9/0 by En Bloc Decision

10 ELECTED MEMBER MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

10.1 COUNCILLOR

Nil

11 QUESTIONS FROM MEMBERS

Nil

12 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING

Nil

13 MEETINGS CLOSED TO THE PUBLIC

13.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

The following confidential reports and recommendations have been distributed separately and are not for circulation:

13.1.1 CONFIDENTIAL – WAIVING AND WRITE OFF OF RATES AND CHARGES

13.1.2 CONFIDENTIAL – LEWANA FIRE INCIDENT – FEBRUARY 2019

These reports are confidential in accordance with section 5.23(2) of the *Local Government Act 1995*, which permits the meeting to be closed to the public.

COUNCIL RESOLUTION 106/19

Moved: Cr Tan

Seconded: Cr Atherton

That the meeting be closed to the public in accordance with section 5.23(2) of the *Local Government Act 1995* to discuss confidential items 13.1.1 and 13.1.2.

Carried 9/0

The meeting was closed to the public at 5:15pm

COUNCIL RESOLUTION 113/19

Moved: Cr Mitchell

Seconded: Cr Wringe

That:

- 1. In accordance with Section 5.23(2) of the *Local Government Act 1995* and Section 4A of the *Local Government (Administration Regulations) 1996*, agenda items 13.1.1 and 13.1.2 are to remain confidential as sensitive information is detailed in the reports.**
- 2. When the information in the reports is not sensitive the items will be included in the next occurring Council Agenda.**

COUNCIL RESOLUTION 114/19

Moved: Cr Mitchell

Seconded: Cr Wringe

That the meeting be re-opened to the public.

Carried 9/0

The meeting was reopened to the public at 6:16pm

13.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC

Nil

14 CLOSURE

The Shire President to advise that the next Ordinary Council Meeting will be held on Wednesday 24 July 2019 commencing at 5.00pm in the Shire of Donnybrook Balingup Council Chamber.

Meeting closed 6:17pm

Vintage Home Town for Life - Request for Short Term Loan Facility

Historical Background

The concept for the Vintage project was initiated as a result of a 2004 report completed by Curtin University 'Towards Aging in Place'. The very comprehensive survey identified a need for affordable, appropriate housing for older citizens who wished to remain living in Balingup.

After exhaustive negotiations with numerous housing and funding bodies, it became apparent that there was no funding available to assist a small community to provide appropriate housing. However there was considerable interest and support from groups such as Anglicare and SWDC and support from the Shire with regard to planning.

A committee was established to explore a possible way forward and in 2006, the 'Vintage Home Town for Life' board was formed. Progressively, a block of land was secured, planning approval was obtained and the task of funding the project began.

A self supporting loan was provided from the Shire with additional funding from the Bendigo Bank, crucially, both loans secured by personal guarantees by Vintage board directors.

Country Builders were contracted to build 3 cottages and on completion, the first resident moved in in 2007. To get the project to this stage had involved a huge amount of voluntary work by the Vintage board and community members.

All three cottages were occupied over the next 18 months and all loans fully repaid. The Vintage project has been self funded since inception and continues to be so.

In 2017, there were strong indications of the need for additional cottages. In recognition of the success and social contribution Vintage had made to the community, we were the recipients of a Royalties for Regions grant. With this funding, stage two of the project to build another 4 cottages began in 2016. An adjoining block of land owned by the Shire was made available and purchased at an agreed, but discounted price. Building of the first two of 4 planned units began in 2018. Both are now completed and one new resident has moved in. It is expected the last two cottages will be built when the present vacant cottage is occupied.

Financial Background

Financially Vintage Home Town for Life operates on a break- even basis where maintenance fees collected from residents cover all our expenses, including insurance, legal fees, audit fees, repairs and maintenance etc. We also hold approx. \$90,000 in back up funds. When we lease out our new currently vacant unit these funds will also be put aside giving us approx. \$380,000

in back up funds. This will put us in a position to repay an existing resident should they need or choose to move on.

Our concern is that if 2 residents were to leave within a short period of time we would not have sufficient funds to repay both exiting residents.

We have investigated putting in place an at call loan with our bankers, however, because of our set up within the Retirement Villages Act the bank discounts our assets by the value of lease values owed to our residents which leaves almost nothing for us to borrow against.

We do have a period of 12 months prior to having to repay our residents their lease refund but with the current retirement village property market and the added rural location of Balingup we may not be able to find two new residents within this time.

Our request to the Shire is to have an agreement in place that should the worst scenario eventuate we have the ability to borrow on a short-term basis sufficient funds to repay a resident after the 12-month period until we are able to find another resident to take over the lease.

It may never happen but we want to be prepared and it is good due diligence on the part of the Vintage board to have contingencies in place.

Some further information as requested by the Shire CEO follows below:

Loan amount

The maximum loan amount we would request at any time would be \$500,000. This would be an absolute worst case scenario where 3 residents were to vacate within a short period of time. This would also mean that we were unable to re lease any of the vacated units. We believe this scenario is unlikely but if it was to occur we would require \$500,000.

In our current situation we have one new unit unleased, one new unit leased and our 3 older units all leased. Once the 2nd new unit has been leased we will have approx. \$380,000 in reserve funds which could be used to pay out two of our existing residents. Two of our existing residents have been in their units for 8 years or more, therefore we repay 75% of their original lease amount \$157,500 and \$168,750. The third unit lessee has been in their unit 5.5 years and their repayment amount is currently \$200,000 reducing to \$187,500 over the next couple of years. As you can see from these figures once the 2nd new unit has been leased we are in a position to repay two residents, that means even in the worst case scenario we would only require a maximum of \$200,000 in the way of a loan.

Our other saving grace is that with the 3 older units we have 6 months from when the resident advises us they will be leaving to repay them which should give us a reasonable amount of time to refurbish and re lease the unit. The two new units are covered under the latest Retirement

Villages Act amendments which will allow us 12 months before we are required to repay the amount.

There are a lot of variables in what will affect the amount that might be required by Vintage and this facility is being requested as a “just in case measure” as we don’t want to be caught out.

We would immediately advise the Shire of any resident leaving which in turn would give the Shire a minimum 6 months’ notice of the requirement of funds.

Payback timeframe

The maximum time for repayment would be 12 months from the time the loan was drawn down. This would give us 18 months to refurbish and re lease the 3 older units and 2 years for the new units. The Vintage board is very proactive and follows good governance practice. As a board we would be putting other contingencies in place prior to 18 months passing to remain financially viable so would not allow the situation to continue longer than this.

We review our budgets and residents’ maintenance charges annually to ensure we maintain a positive cash flow and in recent years we have instigated a contingency fund to allow for larger repairs that might be required. The local Balingup community are strong supporters of Vintage with trades, financial assistance and professional advice so we are in a very strong position to maintain viability into the future.

Payment Default Implications.

As a board we feel very strongly that we would not get into a position where we would default on the loan. Vintage have successfully managed our retirement units for over 10 years with a very supportive Balingup community. Vintage has since inception been financially responsible and expects to be so in the future. The sole purpose for this request is so that in the event of exceptional circumstances, Vintage could at all times, while addressing short term financial commitments, remain solvent.

We look forward to your favourable review of our request. If any further information is required, please do not hesitate to ask.

Jackie Massey
Chair of the Board
Vintage Home Town For Life Ltd

2 August 2019

SHIRE OF DONNYBROOK BALINGUP RECEIVED - 1 AUG 2019
Record No: 160R71110
File No: TEN 01
Officer: TCO
X Ref:
Corresps:
Signed Off:

The Donnybrook Social Club (Seniors) Inc.
PO Box 626, Donnybrook WA 6239
telephone 9731 0396.

31st July 2019.

Mr. Benjamin Rose
CEO
Shire of Donnybrook-Balingup
Bentley Street
Donnybrook WA 6239

Dear Mr. Rose,

On behalf of the Seniors club I ask you not to Dispose of the Community Bus. I know it is getting old but it has given our community good service for a lot of years.

I know it was officially purchased for use by HACC and after their services were finished and HACC was taken over by CHC. It just became the Community bus.

The Seniors would use it a lot more often but our problem is getting drivers.

Please reconsider the decision. When I was on council I remember my first budget and the question came up 'Get rid of the bus or spend \$5000 and keep it on the road'.

Perhaps the Shire could ask volunteers to drive the bus to lodge their details with the Shire and so alleviate our problem and allow us to get out and about more.

Yours sincerely,



Gwendoline Nidd (Mrs.)
Secretary.

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Systems Records Registration - IAM70971 AM - X Property Map Enquiry - A3324 R9607 BEELERUP RD BEELERUP 6239 - X

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- In House Developments

Search PickList Property Financial Summary Ownership Parcel Memos

Legal flag Non-current

Assess No. A3324 Old No.

Owner SHIRE OF DONNYBROOK-BALIN

Property Address R9607 BEELERUP RD BEELERUP 6239

House R9607 Lot 349

Street BEELERUP

Type RD

Suburb BEELERUP 6239

Ward 01 DONNYBROOK/BALING

Area

Locality 13 BEELERUP

Zoning F3 PRIORITY

Land use

VEN Number

Pens No

Valuation Details

Gross Rental Value	Unimproved Value
0.00	0.00



Workflow

A3324 Items

- Process Histo
- Comments (0)
- Work Items (0)
- Central Reco
- 0 Associate
- 0 Associate
- Create New

My Open It

Property Ma

A3324 Items

APPENDIX A



EcoAngle Design & Drafting

HIA Green Smart
PROFESSIONAL

A.B.N. 60 646 133 563 : Mob: 0412 638 465 : email: ecoangledesign@gmail.com

All drawings to be read in conjunction with engineers details

Job: Beelerup Volunteer Bush Fire Brigade Facility
Purchase Order #: PO 76372
Client: Shire of Donnybrook-Balingup

SITE: Lot 349
Beelerup Road,
Beelerup,
6239.

DATE ISSUED: 31/05/2019
SHEET 1 OF 11
A3 SHEET
420mm X 297mm

All contractors to verify all dimensions on site prior to commencing any works or producing shop drawings. Do not scale from drawings. This drawing is copyright and remains the property of Shire of Donnybrook-Balingup. It may not be used without authorisation.

ASSESSMENT OF FIRE BRIGADE SHED

The proposed fire brigade shed does not require a planning approval. However, it is necessary to show that the proposal complies with the purpose and intent of LPS7. The Table below shows how the proposed fire brigade shed complies with the purpose and intent of the Priority Agriculture zone and LPS7 provisions more generally.

Land Use Considerations for Priority Agriculture Zone			
Land Use	Land Use Classification under Table 1 LPS7	Permissibility	
Fire Brigade Shed (Public Works)	Not listed	Use is consistent with the objectives of the zone and is permitted (clause 3.18.2(i) of LPS7)	
Built Form Considerations for Priority Agriculture Zone			
Design Element	Required	Proposal	Compliance
Setbacks			
Minimum front setback	30m	44m	Yes
Minimum side setback	20m	Over 20m	Yes
Minimum rear setback	20m	Over 20m	Yes
Abutting State Forest Managed land	100m	n/a	n/a
Abutting intensive agricultural activity	100m	n/a	n/a
Road capacity	Not impact on local capacity	Will not impact on local road network capacity	Yes
Servicing capacity	Not impact on local servicing capacity	Will not impact on local servicing capacity	Yes
Built Form Considerations (general)			

General appearance of buildings and preservation of amenity (clause 4.17)	development to be in harmony with established streetscape in terms of bulk, scale, material used, architectural features....	The proposed shed is of a scale and design fitting within an agricultural locality where there is no limits to shed height or floor area	yes
Car Parking Civic use (nearest approximate) Table 2 1 bay per 30m ² Gross Floor Area GFA)	216m ² GFA proposed 8 spaces required	Suitable space available for more than 8 car parking spaces	yes

In addition, clause 67 of the *Planning and Development (Local Planning Schemes) Regulations 2015* details matters to be considered by local governments when making a planning decision. The key relevant items detailed that may be relevant are listed as follows:

- (a) aims and provisions of LPS7;
- (m) compatibility of the development with its setting;
- (n) amenity of the locality;
- (o) likely effect on the natural environment;
- (s) adequacy of access;
- (v) potential loss of any community service or benefit.

The proposed fire brigade shed does not trigger any concern with regards to matters detailed in clause 67.

Subject Site





Shire of Donnybrook-Balingup Scheme Amendment No. 13

LOT 176 SOUTH WESTERN HIGHWAY, DONNYBROOK



Harley Dykstra[®]

PLANNING & SURVEY SOLUTIONS





PLANNING AND DEVELOPMENT ACT 2005
RESOLUTION DECIDING TO AMEND A LOCAL PLANNING SCHEME
SHIRE OF DONNYBROOK - BALINGUP

LOCAL PLANNING SCHEME NO.7

AMENDMENT NO. 13

RESOLVED that the Council, in pursuance of Section 75 of the Planning and Development Act 2005, amend the above local planning scheme by:

- I. Amending Schedule 6 – Additional Uses, to include an additional use of ‘Industry-light’ for Lot 176 South Western Highway, as follows:

Schedule 6 – ADDITIONAL USES

No.	Description of Land	Additional Use(s) Permitted	Conditions of Use
A6	Lot 176 South Western Highway, Donnybrook	Industry-light	Landscaping along the highway interface to the satisfaction of the local government. Local Area Plan to be prepared to the create a unified theme and consistency with setbacks, building orientation and façade treatments visible from the South West Highway, and internal landscaping treatments, signage control and access points. Notice on title to advise of potential impacts on local amenity resulting from business activity.

- II. Amending the Scheme Map accordingly

The Amendment is standard under the provisions of the Planning and Development (Local Planning Schemes) Regulations 2015 for the following reason(s):

- Proposed changes to the Scheme Map are consistent with a Local Planning Strategy endorsed by the Commission
- The amendment would have minimal impact on land in the scheme area that is not the subject of the amendment
- The amendment does not result in any significant environmental, social, economic or governance impacts on land in the scheme area

Dated this _____ day of _____ 20____ .

CHIEF EXECUTIVE OFFICER

BUNBURY

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FS 536019



DOCUMENT CONTROL

Control Version	Date	Status	Distribution	Comment
A	21/6/2019	Draft	HD	For QA
B	27/6/2019	Final	Client	For Comment
C	9/7/2019	Final	WAPC/LG	For Lodgement
D	5/8/2019	Final	WAPC/LG	Amended to incorporate LG response 2.8.19

Prepared for: Inneka Thiel
Prepared by: DC
Reviewed by: LB

Date: 5 August 2019
Job No: 21877
Ref: D

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Please note that the information in this report may not be directly applicable towards another client. The Consultant warns against adapting this report's strategies/contents to another land area which has not been researched and analysed by the Consultant. Otherwise, the Consultant accepts no liability whatsoever for a third party's use of, or reliance upon, this specific document.

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FS 536019



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MINISTER FOR PLANNING

PROPOSAL TO AMEND A LOCAL PLANNING SCHEME

LOCAL AUTHORITY	SHIRE OF DONNYBROOK – BALINGUP
DESCRIPTION OF TOWN PLANNING SCHEME	LOCAL PLANNING SCHEME NO. 7
TYPE OF SCHEME	LOCAL PLANNING SCHEME
NO. OF AMENDMENT	AMENDMENT NO. 13
AMENDING SCHEDULE 6 TO INCLUDE AN ADDITIONAL USE OF 'INDUSTRY-LIGHT' FOR LOT 176 SOUTH WESTERN HIGHWAY, DONNYBROOK, AND AMENDING THE SCHEME MAP ACCORDINGLY.	

1 INTRODUCTION

This report has been prepared on behalf of the Landowner to support the initiation of Amendment no. 13 to the Shire of Donnybrook-Balingup Local Planning Scheme No. 7 (LPS 7).

This Scheme Amendment seeks to amend Schedule 6 – Additional Uses of LPS 7, to include an additional use of 'Industry-light' for Lot 176 South Western Highway, as follows:

Schedule 6 – ADDITIONAL USES

No.	Description of Land	Additional Use(s) Permitted	Conditions of Use
A6	Lot 176 South Western Highway, Donnybrook	Industry-light	Landscaping along the highway interface to the satisfaction of the local government. Local Area Plan to be prepared to the create a unified theme and consistency with setbacks, building orientation and façade treatments visible from the South West Highway, and internal landscaping treatments, signage control and access points. Notice on title to advise of potential impacts on local amenity resulting from business activity.

The subject site was zoned Special Use no. 17 (SU17) under the previous Shire of Donnybrook-Balingup Town Planning Scheme no. 4 (TPS 4), which acknowledged “*The purpose of this Special Use zone is to allow Lot 176 to be developed for light industry/commercial uses, while ensuring that a high level of amenity is achieved.*”



Amendment 13 simply seeks to provide Council with increased flexibility to consider a wider range of suitable land uses for this site, as previously available under TPS 4.

Importantly, Amendment 13 will not result in any changes to the quantity of Commercial zoned land available within the Donnybrook townsite. However, the amendment will assist with addressing a shortfall of land available for Light Industry use in this locality.

It is respectfully requested the Shire of Donnybrook-Balingup support Amendment 13 to LPS 7.

2 SUBJECT LAND AND TITLE INFORMATION

The 'subject site' is located at Lot 176 South Western Highway, Donnybrook - on the southern side of the South Western Highway, approximately 600m north-west of the Donnybrook Post office.

A location plan of the subject site is included at **Figure 1**.

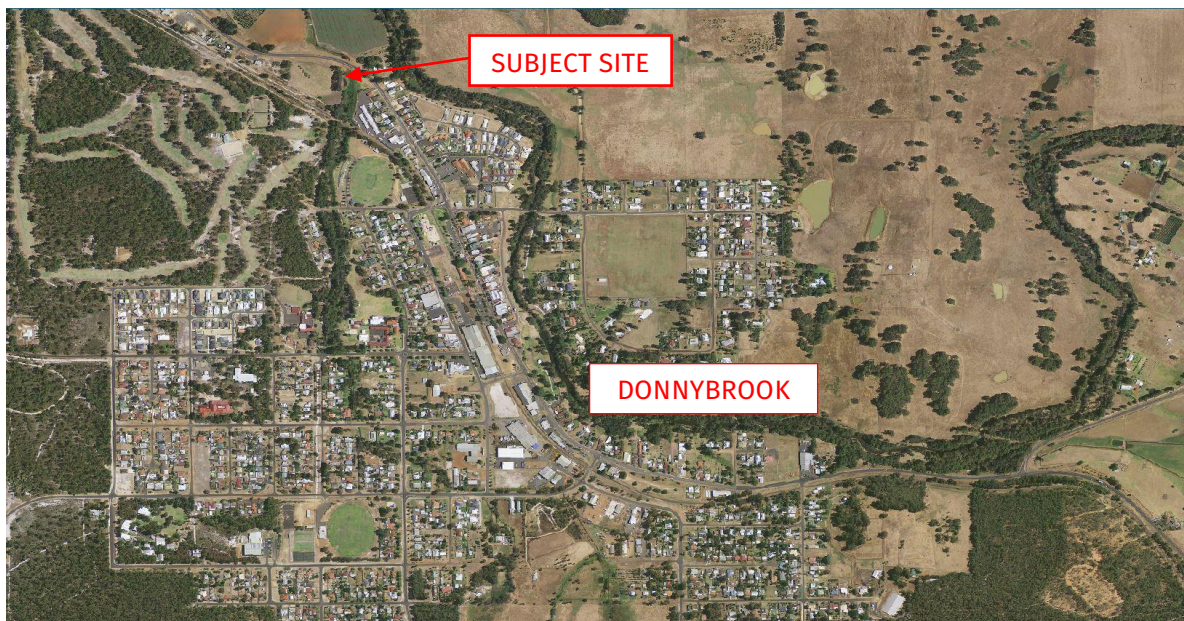


FIGURE 1 – LOCATION PLAN

(source: Landgate)

Particulars of the landholding and ownership are contained in **Table 1** below.

Landowner:	INNEKA THIEL			
Lot No.	Vol/Folio	Plan/Diagram	Area	Road Name/No.
Lot 176	2542/882	DP29609	1.9048ha	South Western Highway

TABLE 1 – SUMMARY OF LAND

A copy of the Certificate of Title and Deposited Plan are included at **Appendix A**.



3 LAND USE

3.1 Existing Land Use

The subject site is not currently used for any specific land use. The landholding is vacant and predominately cleared of vegetation, with the exception of a small pocket of Tasmanian Blue Gums located adjacent the western and eastern boundary(s), and a row of fruit trees in the central portion of the site.

An aerial photograph of the subject site is included at **Figure 2**.



Figure 2: Subject site aerial photo (source: Landgate)

3.2 Surrounding land uses and zones

The subject site is zoned 'Commercial' under the Shire of Donnybrook-Balingup Local Planning Scheme 7 (LPS 7). To the north of the subject site, on the opposite side of South Western Highway, the land is zoned Priority Agriculture and contains an orchard. Land abutting the western boundary of the site is zoned Light Industry, and contains light industrial uses (*Blackwood Tank Service*). A railway reserve is located to the south of the subject site, and residential and commercial uses to the south east.

Figure 3 below shows the existing zoning of the subject site and surrounding area.

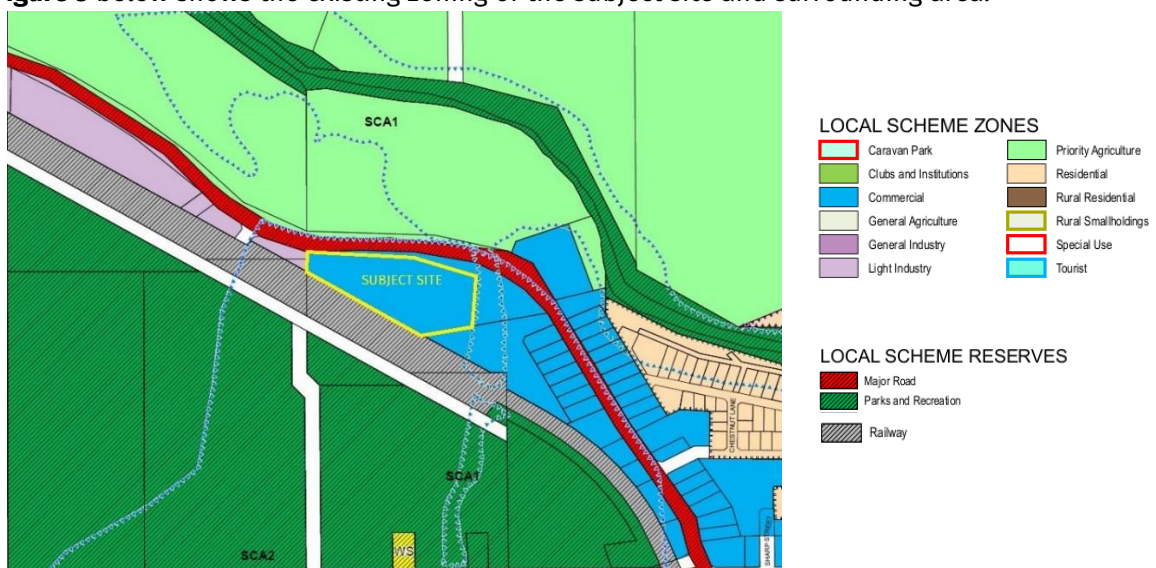


Figure 3: Zoning Map (source: DPLH)



4 PLANNING FRAMEWORK

4.1 Planning Background

The Shire of Donnybrook-Balingup Town Planning Scheme No. 4 (TPS 4) was gazetted on 11 March 1994, and controlled the types of land uses and development allowed in different zones within the Scheme Area.

Scheme Amendment 65 to TPS 4 was gazetted 12 June 2009, rezoning the subject site from *Intensive Farming* to *Special Use No. 16*. Special condition (ii) of Schedule 4 acknowledged:

“The purpose of this Special Use zone is to allow Lot 176 to be developed for light industry/commercial uses, while ensuring that a high level of amenity is achieved.”

Special condition (iii) of Schedule 4 identified various land uses that could be considered and approved by the Council on the subject site, including (but not limited to) *Light Industry* and *Motor Vehicle Repairs*.

Gazettal of LPS 7 (19 September 2014) replaced TPS 4, and resulted in zoning of the subject site changing from *Special Use No. 16* to *Commercial*. This Amendment simply seeks to reintroduce the ability for Council to consider suitable Industry-light land use(s) on the subject site.

4.2 Shire of Donnybrook-Balingup Planning Strategy

The Shire of Donnybrook-Balingup Local Planning Strategy (the ‘Strategy’) sets out the long term planning direction of the Shire, and has regard to all relevant State and Regional Planning policies.

Strategic planning objectives applicable to this Amendment, include:

- Maximising the range of appropriate uses in the town centre;
- Increasing the level of employment self-sufficiency within the Shire by providing appropriately zoned land for a variety of land uses and businesses;
- Encouraging the establishment of businesses in appropriate locations throughout the Shire provided relevant planning issues are addressed for the business (including addressing off-site impacts, appropriate servicing and environmental considerations); and
- Providing for development or redevelopment of land within the Commercial zone for a broad range of uses, which the local government considers appropriate to the town centre serving the residents and visitors.

Amendment 13 is consistent with the above objectives of the Strategy, as demonstrated in the following:

- The Amendment seeks to accommodate a wider range of land uses available in the town centre, by introducing *Industry-light* as an additional land use for Lot 176 South Western Highway.
- Industry-light is a suitable land use for the subject site, as confirmed by previous zoning under TPS 4. This amendment simply seeks to provide the necessary framework to enable Council (again) to consider Industry-light land uses on the subject site.
- Commercial zoning of the subject site will be unaffected, and no reduction to the amount of commercially zoned land available in the Scheme Area will result from this amendment.
- Amendment 13 provides increased flexibility for the local government to approve a wider range of suitable land uses on the subject site, and will assist with facilitating (limited) new employment opportunities within the Shire.



4.3 Shire of Donnybrook – Balingup Local Planning Scheme No. 7

The subject land is zoned *Commercial* under the Shire of Donnybrook – Balingup’s Local Planning Scheme No 7 (LPS 7). LPS 7 acknowledges:

The purpose of the Commercial zone is to provide for retail shopping, office and commercial development together with social, recreational, community, tourist, entertainment and residential activities to service the populations of surrounding areas along with visitors to the area.

No changes to the Commercial zoning will result from this amendment.

This Scheme Amendment seeks to vary Schedule 6 – Additional Uses of LPS 7, to permit an additional use of ‘Industry-light’ on Lot 176 South Western Highway Donnybrook, as follows:

Schedule 6 – ADDITIONAL USES

No.	Description of Land	Additional Use(s) Permitted	Conditions of Use
A6	Lot 176 South Western Highway, Donnybrook	Industry-light	Landscaping along the highway interface to the satisfaction of the local government. Local Area Plan to be prepared to the create a unified theme and consistency with setbacks, building orientation and façade treatments visible from the South West Highway, and internal landscaping treatments, signage control and access points. Notice on title to advise of potential impacts on local amenity resulting from business activity.

LPS 7 defines Industry-light, as an industry:

- (a) *in which the processes carried out on, the machinery used, and the goods and commodities carried to and from the premises do not cause any injury to or adversely affect the amenity of the locality;*
- (b) *The establishment or conduct of which does not, or will not, impose an undue load on any existing or proposed service for the supply or provision of essential services;*

This Amendment will provide increased flexibility to the local government to consider a wider range of suitable land uses and businesses on the subject site, including (but not limited to);

- motor vehicle panel beating
- spray painting and chassis reshaping
- boat building and maintenance
- metal coating
- joinery and woodworking

Although emissions (gas, noise, dust, odour, risk) from most Industry-light activities are generally containable onsite, any proposed industries that require offsite buffers should be assessed on a case by case basis to identify their appropriateness for the site.

Prior to lodgement of Amendment 13, consultation with the Shire’s Planning department identified “Additional Use” zoning as the most appropriate way to proceed due to the fact that the base



Commercial zoning of the subject site would be retained, and no changes to the amount of land zoned for Commercial purposes in the Donnybrook town site will result. At the same time it was noted that Industry-light activities and uses permitted under the Commercial zone were not dissimilar and therefore, while opening the site to additional activities, this proposal would not allow for incompatible uses on the subject land.

4.4 SPP 3.7 – Planning in Bushfire Prone Areas (SPP 3.7)

A portion of the subject site is designated as bushfire prone under the Department of Fire and Emergency's Bushfire Prone Mapping. Planning Bulletin 111/2016 (PB 111) provides guidance to decision makers when assessing strategic planning proposals relating to land use planning within bushfire prone areas.

PB 111 notes that application of State Planning Policy 3.7 (SPP 3.7) by decision makers should occur *practically and reasonably, and there may be no practical reason to require a fire assessment for proposals that do not result in the intensification of development (or land use)*. As this amendment does not propose development or land use intensification (i.e. the proposal simply seeks to allow for a wider range of activities), there is no practical reason for a fire assessment to accompany this amendment.

Importantly, should development be proposed on a portion of the site identified as bushfire prone in the future, a development application will need to be accompanied by a bushfire assessment demonstrating a manageable bushfire risk in accordance with SPP 3.7.

4.5 Planning considerations – Access

Access to the subject lot is via a crossover directly from South Western Highway. No changes to the existing access arrangements are required to support this amendment. At the same time it is noted that an existing Subdivision Guide Plan for the property details possible future land development and highway access options.

4.6 Planning considerations – Drainage

The lot size and soil characteristics are suitable for all drainage to be contained onsite. There will be no direct discharge of stormwater into Noneycup Creek.

No changes to the sites existing drainage arrangements are required to support this amendment.

4.7 Planning considerations – Effluent Disposal

The Water Corporation has advised the subject land is outside the Water Corporation's wastewater operating licence areas and as such a reticulated sewer service is not available to service the land.

As part of Scheme Amendment 65 to TPS 4, a geotechnical assessment was completed by Structerre Consulting Group. This assessment concluded that the site is suitable for on-site effluent disposal, but recommended that septic tanks will need to be at least 4 metres from building foundations.

No changes are required to the existing effluent disposal arrangements to support this amendment.



4.8 Planning considerations – Power and Water

Reticulated power and water service(s) are available to service the subject site. No changes to the existing power and water service arrangements are required to support this amendment.

4.9 Planning considerations – Visual Amenity

The subject site is located at the northern entry to the Donnybrook Townsite. As the site is currently undeveloped vacant land, all future development will need to ensure an appropriate interface with South Western Highway, which may include the use of landscaping to soften and improve the amenity.

No changes to the existing provisions relating to visual amenity are required to support this amendment.



5 REZONING PROPOSAL AND JUSTIFICATION

The purpose of this Amendment is to include Additional Use Site No. 16 into Schedule 6 of LPS 7, enabling the local government to consider approval of *Industry-light* land use(s) on the subject site, including (but not limited to):

- motor vehicle panel beating
- metal coating
- spray painting and chassis reshaping
- joinery and woodworking
- boat building and maintenance

Further support for Amendment No. 13, include(s):

- The amendment seeks to introduce an additional use to the subject site, to enable the local government to consider a wider range of suitable land uses for the locality.
- The amendment will not result in any changes to the availability of land zoned Commercial within the Donnybrook town site, or Scheme Area.
- The majority of General Industry land in the Shire is developed and Light Industry zoned is also limited. The inclusion of *Industry-Light* as an *Additional Use* on the subject site provides increased flexibility for the Shire to consider a broader range of suitable (industry) land uses in this locality.
- Land adjoining the western boundary of the subject site is zoned *Light Industry*, with *Industry-light* land uses permitted on the neighbouring property. This amendment will therefore not result in an increased risk of land use conflict with the surrounding areas.
- The Scheme provides a suitable separation distance is provided between the subject site and the nearest residential zone, providing further support that this amendment will not result in land use conflict.
- A natural buffer is present in the locality, with a creek line located adjacent the eastern boundary. This may assist Council to consider a broader range of Industry-Light uses that potentially require an off-site buffer.
- Similar land uses are able to occur in the Commercial and Light Industry zone(s) under LPS 7. This Amendment will provide Council with increased flexibility to consider additional Industry-Light land use that are suitable for this location.
- Previous support for Industry-Light land uses on the subject site was provided under TPS 4. This amendment simply seeks to provide the local government the flexibility ability to (again) consider suitable Industry-light uses under the current Local Planning Scheme.
- Importantly, Commercial zoning of the property will be retained, and all land uses currently permitted on the subject site will continue to be available for consideration and approval by the local government.

5.1 Scheme Map Modifications

In order to facilitate this Amendment it is necessary to modify the Shire of Donnybrook-Balingup Local Planning Scheme No. 7 Map to identify the subject site as Additional Use 6 (A6).

A copy of the proposed changes to the Scheme Map are included later in this document.



6 CONCLUSION

Amendment No. 13 to the Shire of Donnybrook-Balingup Local Planning Scheme No. 7 seeks to introduce Additional Use Site No. 6 (A 6) into Schedule 6 of the LPS 7 for Lot 176 South Western Highway, Donnybrook, and amend the Scheme Map accordingly.

This Amendment supports the following objectives:

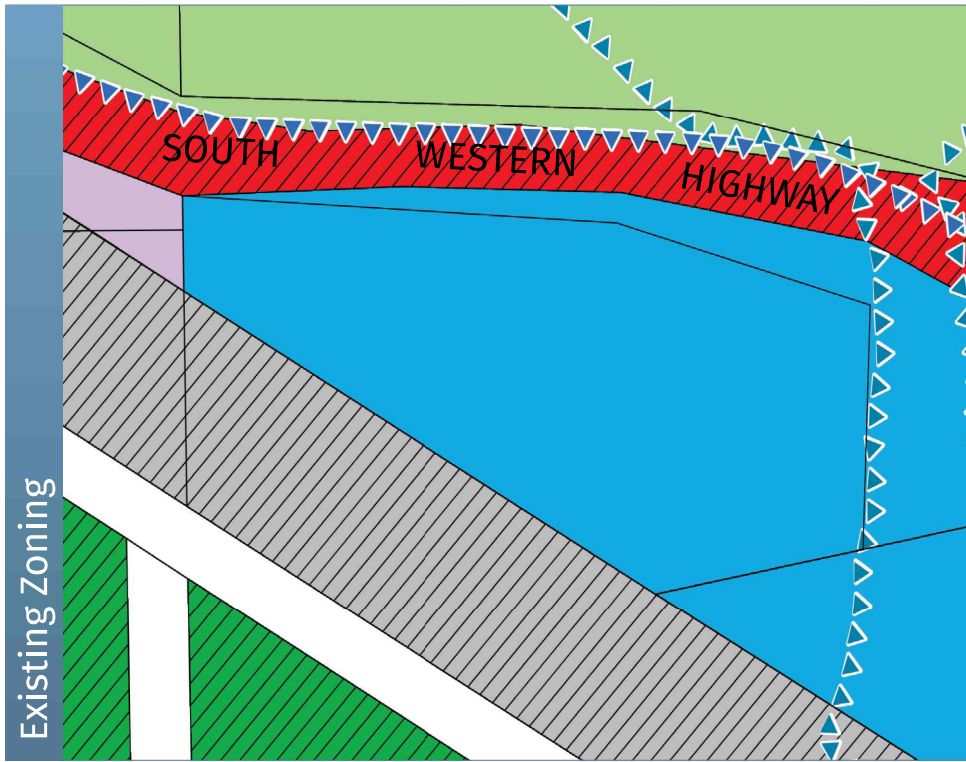
- The amendment will not result in any changes to the availability of land zoned Commercial within the Donnybrook town site, or Scheme Area.
- This amendment will assist in addressing a shortage of fully developed land available for light industry, and responds to market demand for this locality.
- This amendment will not result in an increased risk of land use conflict with the surrounding areas.
- This amendment seeks to reintroduce the ability for Council to consider a broader range of suitable land uses for the subject site that were available previously under TPS 4.
- Provides additional opportunities to generate additional employment and business opportunities within the Donnybrook town centre.
- No changes to the existing infrastructure or services are required to support this amendment.
- Importantly, Commercial zoning of the property will be retained, and all land uses currently permitted on the subject site will continue to be available for consideration and approval by the local government.

It is respectfully requested the Shire of Donnybrook-Balingup support Amendment 13.




SHIRE OF DONNYBROOK-BALINGUP

Local Planning Scheme No. 7




Amendment No. 13







LOCAL SCHEME RESERVES

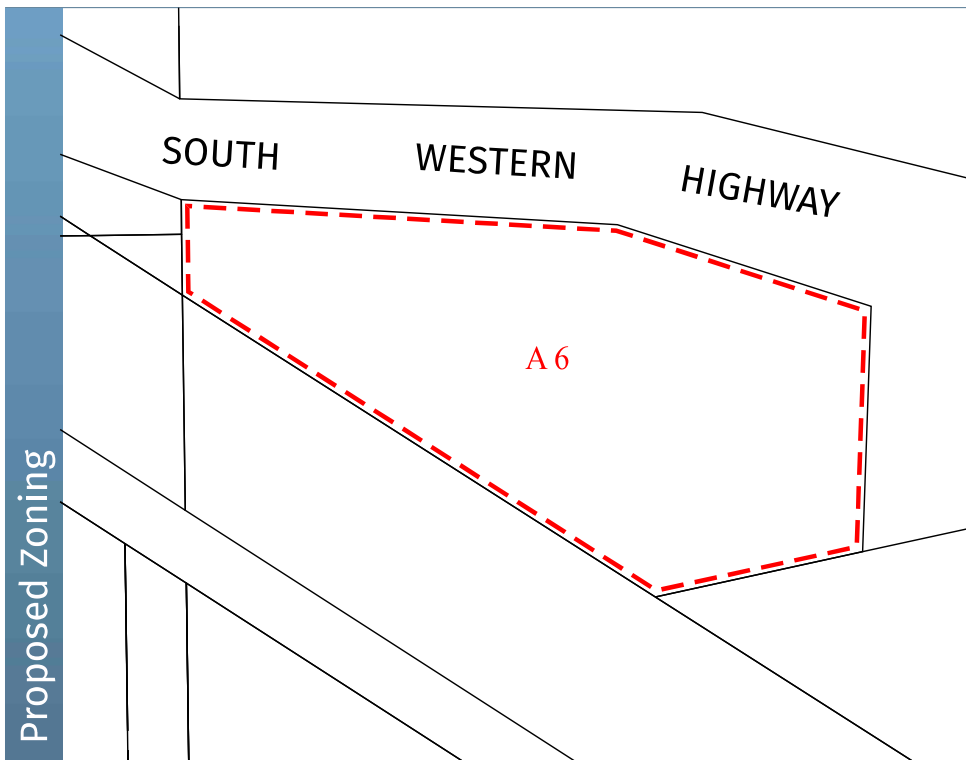
-  Major Road
-  Parks and Recreation
-  Railway

LOCAL SCHEME ZONES

-  Commercial
-  Light Industry
-  Priority Agriculture

OTHER CATEGORIES

-  Additional Uses
-  SCA1 Flood Prone Land
-  SCA2 Public Drinking Water Source Protection
-  No Zone



PLANNING AND DEVELOPMENT ACT 2005
SHIRE OF DONNYBROOK-BALINGUP

LOCAL PLANNING SCHEME NO.7

AMENDMENT No. 13

The Shire of Donnybrook-Balingup under and by virtue of the powers conferred upon it in that behalf by the Planning and Development Act 2005 hereby amends the above local planning scheme by:

1. Amending Schedule 6 – Additional Uses, to include an additional use of ‘Industry-light’ for Lot 176 South Western Highway, as follows:

Schedule 6 – ADDITIONAL USES

No.	Description of Land	Additional Use(s) Permitted	Conditions of Use
A6	Lot 176 South Western Highway, Donnybrook	Industry-light	Landscaping along the highway interface to the satisfaction of the local government. Local Area Plan to be prepared to the create a unified theme and consistency with setbacks, building orientation and façade treatments visible from the South West Highway, and internal landscaping treatments, signage control and access points. Notice on title to advise of potential impacts on local amenity resulting from business activity.

2. Amending the Scheme Map accordingly

PLANNING AND DEVELOPMENT ACT 2005

SHIRE OF DONNYBROOK-BALINGUP

LOCAL PLANNING SCHEME NO.7

AMENDMENT No. 13

ADOPTION:

Adopted by resolution of the Council of the Shire of Donnybrook-Balingup at the meeting of the Council held on the _____ day of _____ 201__:

Mayor

Chief Executive Officer

FINAL APPROVAL:

Adopted for final approval by resolution of the Shire of Donnybrook-Balingup at the meeting of the Council held on the _____ day of _____ 201__ and the Common Seal of the municipality was pursuant to that resolution hereunto affixed in the presence of:

Mayor

Chief Executive Officer

RECOMMENDED / SUBMITTED FOR FINAL APPROVAL:

Delegated under s.16 of the PD Act 2005

Date

FINAL APPROVAL GRANTED:

Minister for Planning

Date

APPENDIX A | CERTIFICATE OF TITLE

WESTERN



AUSTRALIA

REGISTER NUMBER 176/DP29609	
DUPLICATE EDITION 1	DATE DUPLICATE ISSUED 4/1/2006

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

VOLUME **2542** FOLIO **882**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 176 ON DEPOSITED PLAN 29609

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

INNEKA THIEL OF POST OFFICE BOX 682, DONNYBROOK

(T J553756) REGISTERED 16/12/2005

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

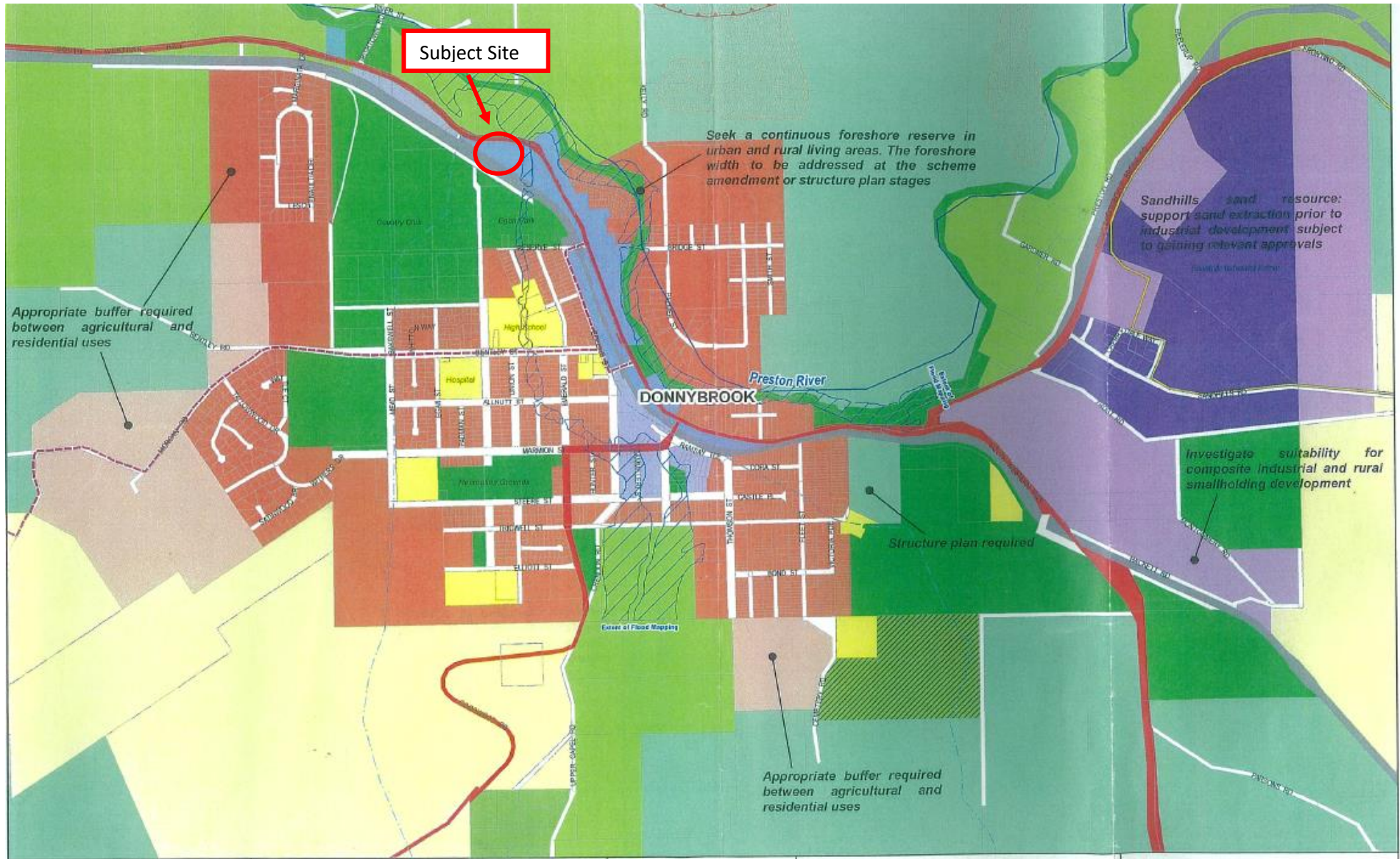
-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP29609
PREVIOUS TITLE: 1254-990
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF DONNYBROOK-BALINGUP

NOTE 1: I512259 THIS LOT/TITLE CREATED AFTER PORTION OF THE LAND TAKEN FROM THE FORMER LOT WITHOUT PRODUCTION OF THE DUPLICATE TITLE BY TAKING ORDER I512259. CURRENT DUPLICATE FOR THE WITHIN LAND IS STILL VOL 1254 FOL 990



Subject Site

Seek a continuous foreshore reserve in urban and rural living areas. The foreshore width to be addressed at the scheme amendment or structure plan stages

Appropriate buffer required between agricultural and residential uses

Sandhills sand resource: support sand extraction prior to industrial development subject to gaining relevant approvals

Investigate suitability for composite industrial and rural smallholding development

Structure plan required

Appropriate buffer required between agricultural and residential uses

0 100 200 300 400 500 600 700 800 900 1,000 metres

Produced by Geospatial Planning Unit, South West Planning, Department of Planning - Project(Donnybrook_LPS) File_LPS_Donnybrook.mxd 20 May 2014

Catchfile based on information provided with the parcelshade of L1 430-2805-8 and is current at June 2012.

Land Uses	
	General agriculture
	Priority agriculture
	Rural residential
	Rural residential investigation
	Residential
	Residential investigation
	General industry
	Light industry
	Industry investigation
	Commercial
	Community
	Tourism
	Conservation / Recreation

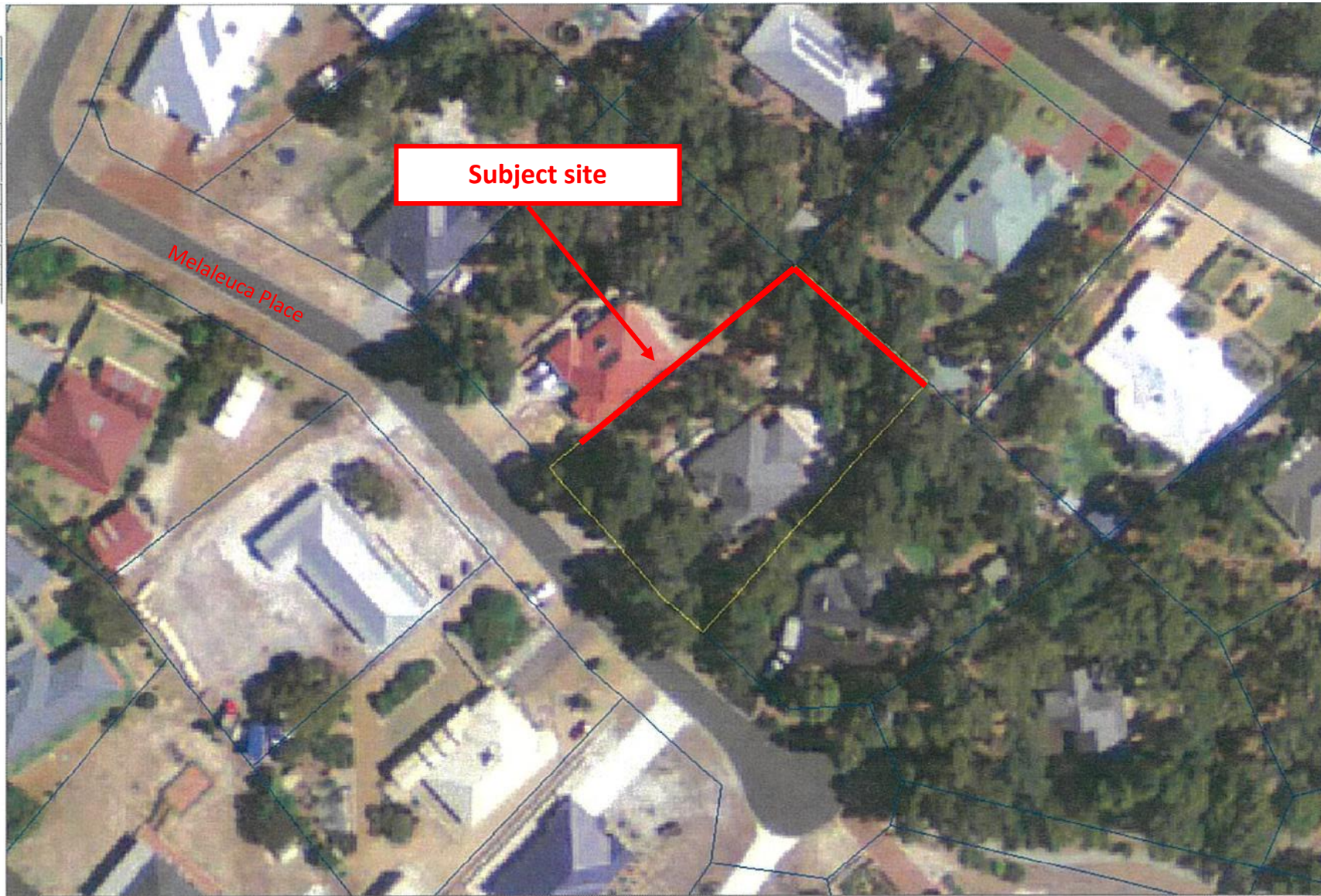
Special Control Areas	
	Floodplain land
	Public drinking water source area
	Established Donnybrook stone (SCA No. 4)

Note: This map sheet is strictly within the tree plantation evolution special control area

Other	
	Walking / Cycling track
	Major river
	Crown reserve / DPwV managed land
	Major road
	Railway
	Sandhills sand resource
	Possible Donnybrook stone

Strategy Plan Donnybrook Townsite and Surrounds

Legal flag	Non-current		
Assess No.	A3915	Old No.	
Owner	RW LOWTHER		
Property Address	13 MELALEUCA PL DONNYBROOK WA 6239		
House No.	13	Lot	71
Street	MELALEUCA		
Type	FL		
Suburb	DONNYBROOK		6239
Ward Area	01	DONNYBROOK/BALING	
Locality	01	DONNYBROOK	
Zoning	R1	RESIDENTIAL	
Land use	R	RESIDENTIAL	
EN Number	1477103		
Pens No			
Valuation Details			
Gross Rental Value	18460.00	Unimproved Value	0.00







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1: 500 Full Extent Zoom In Zoom Out Pan Identify Locate Measure Select Length Map Legend

- Systems
- Favourites
- Mapping
- Town Planning
- Central Records
- Favourites
- Financial Management
- Rates And Property
- Technical
- In House Developments

Records Registration - IAM70971 AM Property Map Enquiry - A1330 41 STEERE ST DONNYBROOK 6239

Search PickList Property Financial Summary Ownership Parcel Memos

Legal flag Non-current

Assess No. A1330 Old No.

Owner SHIRE OF DONNYBROOK-BALIN

Property Address 41 STEERE ST DONNYBROOK 6239

House 41 Lot 107

Street STEERE

Type ST

Suburb DONNYBROOK 6239

Ward 01 DONNYBROOK/BALING

Area

Locality 01 DONNYBROOK

Zoning R1 RESIDENTIAL

Land use DONNYBROOK TOWN

VEN Number 715744

Pens No

Valuation Details

Gross Rental Value	Unimproved Value
0.00	0.00



2019

MINISTER FOR EDUCATION

AND

SHIRE OF DONNYBROOK-BALINGUP

**AGREEMENT - DONNYBROOK COMMUNITY LIBRARY
DONNYBROOK DISTRICT HIGH SCHOOL**

**STATE SOLICITOR'S OFFICE
COMMERCIAL AND CONVEYANCING
PERTH**

TELEPHONE : (08) 9264 1176

SSO :4510-97 MC1

THIS AGREEMENT is made the _____ day of _____ 201

B E T W E E N :

MINISTER FOR EDUCATION, a body corporate pursuant to the provisions of the *School Education Act 1999* of 151 Royal Street East Perth Western Australia (**Minister**).

and

SHIRE OF DONNYBROOK-BALINGUP a local government and body corporate under the *Local Government Act 1995* of Bentley Street Donnybrook Western Australia (**Shire**).

RECITALS

- A. Care, control and management of the Land has been placed with the Minister.
- B. The Minister and the Shire agreed under a joint funding arrangement to construct the Facilities on part of the Land.
- C. A Committee will be established as set out in clause 4.
- D. The Parties have agreed to make provision for operational funding and use of the Facilities on the terms and conditions contained in this Agreement.
- E. The Parties hereby acknowledge a total commitment to full and open co-operation, at all levels, in the usage and management of the Facilities and equipment therein, for the mutual benefit of the community of the Shire and the School.

OPERATIVE PROVISIONS

1. Interpretation

1.1 In this Agreement unless the context indicates otherwise:

Authorisation means any approval, agreement, certificate, authorisation, notification, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver, compliance report or environmental consent by any Government Agency required under any Laws, and includes any renewal of, or variation to, any of them but does not include any act or omission by the Minister under this Agreement.

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

Commonwealth means Commonwealth of Australia;

CEO means the Chief Executive Officer of the Shire of Donnybrook-Balingup;

Committee means the committee established pursuant to clause 4 the rules of which shall be as set out in Schedule B to this Agreement;

Cost Sharing Arrangement means the arrangement reached between the Parties set out in Schedule A to this Agreement by which each Party has agreed to contribute to costs in accordance with the table set out in Schedule A;

Department means the Department of Education;

Facilities means the School community resource building situated on that part of the Land shown delineated and bordered in blue on the plan marked annexed hereto;

Government Agency means any government or any governmental, semi governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, Minister of the Crown, agency, entity or Parliament and includes any part of, or entity comprising, the State;

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*;

Input Tax Credit has the meaning given in section 195-1 of the GST Act.

Land means the land comprised in Reserve 24032 being Lot 500 on Deposited Plan 415009 and being the whole of the land in Certificate of Crown Land Title Volume LR3170 Folio 36.

Law means all applicable present and future laws including:

- (a) all acts, ordinances, regulations, by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth of Australia;
- (b) Authorisations;
- (c) principles of the common law or equity;
- (d) standards, codes, policies and guidelines;
- (e) the Australian Securities Exchange listing rules; and

- (f) fees, rates, taxes, levies and charges payable in respect of those things referred to in paragraphs (a), (b), (c) and (d) of this definition,

whether or not existing at the date of execution of this Agreement;

Library means the school library and community library operated in the Facilities;

Librarian means the school community librarian referred to in clause 6.1;

Licence means the licences referred to in clause 2;

Loss means loss, damage, liability, lawsuit, action, writ, proceedings, cost or expense;

Operating Costs means all amounts from time to time properly and reasonably incurred or expended in the running and maintenance of the Facilities and without limiting the generality of the foregoing shall include:

- (a) all costs reasonably incurred in the repair and maintenance of the Facilities including (but not limited to) the reasonable cost of materials and the reasonable cost of all wages and overheads of staff employed in carrying out such repairs and maintenance;
- (b) all costs reasonably incurred in the provision and maintenance of security throughout the Facilities including (but not limited to) the wages and overheads paid to security staff, charges rendered by contract security companies, and all lease, hire, repair, maintenance and running costs of monitoring and/or surveillance equipment;
- (c) the reasonable costs of keeping the Facilities in clean and good sanitary condition and of removing from the Facilities all rubbish and waste which cost shall include (but not be limited to) the wages and overheads paid to cleaning and maintenance staff and the costs of all cleaning materials, toilet requisites, and all charges associated with the hiring of cleaning equipment;
- (d) all costs reasonably incurred in the control and eradication of all pests in the Facilities;
- (e) all water, excess water, electricity and telephone charges and rentals which fall due during the term of this Agreement; and
- (f) the things set out or referred to in the Cost Sharing Arrangement;

Party depending on the context means the Shire or the Minister and

Parties means both of them;

Primary Payment means any payment to the Minister by the Shire under this Agreement;

Principal means the principal of the School;

Quarter means a 3 month period;

Rules means the rules of the Committee set out in Schedule B;

Schedule means Schedule A and Schedule B;

School means Donnybrook District High School;

School Term means each of the 4 school terms per year that are published in the Government Gazette from time to time;

School Holidays means the periods between each School Term;

State means the State of Western Australia and includes any department, agency or instrumentality of the State of Western Australia, the Parliament and any Minister (including the State), whether body corporate or otherwise and their respective employees, agents, contractors and consultants;

Taxable Supply has the meaning given in section 195-1 of the GST Act; and

Tax Invoice has the meaning given in section 195-1 of the GST Act and in the *A New Tax System (Goods and Services Tax) Regulations 1999*;

Term means has the meaning set out in clause 25.1.

1.2 In this Agreement unless the context indicates otherwise:

- (a) (person): references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) (includes): the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) (or): the meaning of "or" will be that of the inclusive "or", that is meaning one, some or all of a number of possibilities;
- (d) (party): a reference to a "party" is to a party to this Agreement;

- (e) (other persons): a reference to any party or person includes their and each of their legal representatives, executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (f) (authority): a reference to any authority, institute, association or body is:
 - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as applicable; and
 - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (g) (this Agreement): a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (h) (legislation): a reference to any legislation or to any section or provision of it includes any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision;
- (i) (rights): a reference to a right includes any benefit, remedy, discretion, authority or power;
- (j) (obligations): a reference to an obligation includes a warranty and a reference to a failure to observe or perform an obligation includes a breach of warranty;
- (k) (singular): words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (l) (headings): headings are for convenience only and do not affect the interpretation of this Agreement;
- (m) (clauses): a reference to:
 - (i) a clause, schedule or attachment is a reference to a clause, schedule or attachment of this Agreement; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

- (n) (inclusive): a reference to this Agreement includes all schedules and attachments to this Agreement, including the Schedule;
- (o) (defined meaning): where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (p) (\$): a reference to "\$" is to Australian currency and any amounts in this Licence are exclusive of GST, unless otherwise specified;
- (q) (time): a reference to time is a reference to Western Australian Standard Time;
- (r) (language): all information and documentation prepared or delivered by the parties under this Agreement will be in English;
- (s) (form): writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and communication by email;
- (t) (construction): no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part;
- (u) (information): any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, designs, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
- (v) (policies): any reference to a State of Western Australia policy or scheme is deemed to include a reference to such policy or scheme as amended, varied or replaced by the State from time to time;
- (w) (thing): a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them but this is not to be taken as implying that performance of part of an obligation is the performance of the whole;
- (x) (consortium): if a party consists of a consortium of two or more persons whether by way of partnership or joint venture or otherwise, then:

- (i) an obligation imposed on a party under this Agreement binds each person who comprises that party jointly and severally;
 - (ii) each person who comprises a party agrees to do all things necessary to enable the obligations imposed on that party under this Agreement to be undertaken; and
 - (iii) the act of one person who comprises a party binds the other person or persons who comprise that party;
- (y) (jointly and severally): an agreement, representation or warranty on the part of or in favour of two or more persons binds, or is for the benefit of, them jointly and severally;
- (z) (electronic address): a reference to a document published at an electronic address is to the document as published at that electronic address on the date of execution of this Agreement;
- (aa) (liability) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (bb) (contractor) means contractor or subcontractor at any tier;
- (cc) (year) a reference to a year is to a calendar year
- (dd) (reference to parties) reference to the Shire using the Facilities means and includes the use of the Facilities by the Shire or any of its employees agents contractors licensees or invitees (including members of the public).

2. LICENCE

The Minister hereby grants to the Shire a licence to use the Facilities for community library purposes for the Term or until such time as the Minister divests itself or is divested of its rights over or in the School (whichever occurs sooner). The rights contained in this Agreement rest in contract only and nothing expressed or implied in this Agreement shall confer a right of exclusive possession of the Facilities to the Shire and the Minister may at any time and at all times and from time to time exercise all of its rights in respect of the Facilities except where such rights shall:

- (a) prevent the operation of the Licence granted in respect of the Facilities and rights with respect to the Facilities granted pursuant to this Agreement; or
- (b) be inconsistent with the express provisions of this Agreement.

3. **OPERATIONAL FUNDING**

- 3.1 The Shire and the Minister shall contribute to the Operating Costs in accordance with the Cost Sharing Arrangement.
- 3.2 The Shire shall reimburse the Minister for its share of the Operating Costs within 30 days after having received an invoice from the Minister. Invoices shall be provided by the Minister at Quarterly intervals.
- 3.3 The Cost Sharing Arrangement shall be subject to a review by the Shire and the Minister upon the expiry of a period of 2 years from the commencement of the term of this Agreement and thereafter every two years. During such review the Parties agree to meet together and negotiate in good faith.
- 3.4 If, within 2 months after a review between the Shire and the Minister pursuant to clause 3.4, no agreement has been reached as to their respective future contributions to the Operating Costs, future contributions shall remain as per Schedule A.

4. **MANAGEMENT**

- 4.1 The care, management and control of the Facilities shall be jointly vested in the Minister and the Shire who shall appoint a management Committee. Membership of the Committee shall consist of 6 members (or other such even number as the Shire and the Minister shall from time to time agree) who, subject to this Agreement and any mutual direction on the part of the Shire and the Minister, shall exercise the functions set out in the Rules. Members shall comprise:
 - (a) 3 members to be appointed by the Shire one of whom shall be the Shire chief executive officer;
 - (b) 3 members to be appointed by the Minister one of whom shall be the Principal;
- 4.2 A member may resign from the Committee by written notice to that effect delivered to the Principal or the CEO.
- 4.3 Each Party may each in regard to its respective appointees at any time and from time to time -
 - (a) revoke an appointment and appoint another person in place of the member whose appointment is revoked;
 - (b) appoint a person to act temporarily as a member during the absence of any member and a person while so acting shall be deemed to be a member; and

- (c) appoint another person to act as a member in place of a member who resigns under clause 4.2.

5. USE OF FACILITIES

- 5.1 At all times during opening hours of the Library (including without limitation usual school hours), the Library shall be accessible to the general public.
- 5.2 At all times during opening hours of the Library (including without limitation outside usual school hours), the Library shall be accessible to the students, teachers and parents of students of the School.
- 5.3 Borrowing rights shall apply equally to members of the general public, and to the staff and students of the School. Resources from all sources of supply (as contemplated in clauses 7.2 and 7.3) should be available to all borrowers, with the exception of those resources which are identified by the School as being available for use only by staff and students of the School, reference books which do not normally leave the Library and adult books which are not to be made available to juveniles.
- 5.4 If a student of the School has been suspended from the School, then that student shall not be entitled to enter or use the Facilities, during the hours that the School is operating as a school, for the period of suspension, in either his or her capacity as a student of the School or as a member of the general public.

6. APPOINTMENT OF STAFF

- 6.1 The Minister and the Shire shall appoint the Librarian who shall -
 - (a) have appropriate qualifications for the position;
 - (b) have a status and classification determined by the Minister and the Shire;
 - (c) be in charge of the Library at all times, subject to the direction, supervision, and control of the Minister and the Shire.
- 6.2 The initial appointment and subsequent vacancies for the position of Librarian shall be advertised widely in such manner as the Minister and the Shire shall agree and shall provide full particulars of the unique nature of the appointment which shall be on the basis of either-
 - (a) a contract with the Department; or
 - (b) (if the successful applicant is an employee of the Department) a secondment within that Department.

- 6.3 The Minister and the Shire may appoint such further staff as are necessary to enable the Library to be used for educational and community library purposes upon such terms and conditions as are agreed upon between the Minister and the Shire and in making such appointments the Parties shall have regard to the number of community users.
- 6.4 The salaries of other library staff shall be appropriate to their status and classification as determined by the Minister and the Shire.
- 6.5 Each Party shall pay the salary of the staff employed by it to work in the Library.
- 6.6 The Librarian is hereby deemed to be equivalent of one full time employee.

7. **RESOURCES FOR LIBRARY**

- 7.1 The Minister and the Shire shall:
- (a) install three telephone lines for use in the Facilities, two of which will be for voice transmission and one for facsimile transmission and pay all rents and metered calls in the agreed proportions as per the Cost Sharing Arrangement; and
 - (b) use all reasonable endeavours to make provision for suitable technology to be utilised as necessary, using resources recommended by the Committee from time to time.
- 7.2 The Minister shall at all times use its reasonable endeavours to ensure that the Library is adequately stocked with:
- (a) books and other resources (which are reasonably contemporary, suitable and relevant); and
 - (b) other library facilities (which are reasonably contemporary, suitable and relevant),
- at levels commensurate with those normally maintained for a school and community the size of the School.
- 7.3 The Shire shall at all times use its reasonable endeavours to ensure that the Library is adequately stocked with:
- (a) books and other texts (which are reasonably contemporary, suitable and relevant); and
 - (b) other library facilities (which are reasonably contemporary, suitable and relevant),

at levels commensurate with those normally maintained for a community the size of the community intended to be served by such library.

8. OPERATIONAL CHARTER

- 8.1 The Shire and the Minister acknowledge that pursuant to the *Library Board of Western Australia Act 1951* the Shire is a participating body (as defined in that Act) in respect of a scheme (as defined in that Act) entered into with the Library Board of Western Australia for the promotion, organisation, supervision and assistance of registered public libraries and registered public library services within the municipal district of the Shire and (subject to clause 8.2) nothing herein or in the Rules shall be deemed to enable or permit the Shire the Minister or the Committee to take any action in respect of the public library purposes of the Facilities which would contravene that scheme.
- 8.2 If, on account of anything expressed or implied in clause 8.1, the Shire is unable to comply with any obligation imposed upon it under this Agreement (which obligation is, in the reasonable opinion of the Minister, one which is not unimportant having regard to what is sought to be achieved by this Agreement and/or the interests and/or reasonable expectations of the Minister), and the Shire and the Minister are not able to successfully renegotiate this Agreement within 2 months of the Shire's inability to comply as aforesaid, then the Minister may terminate the Licence granted to the Shire in respect use of the Library with the giving of 1 months' written notice to the Shire.

9. MAINTENANCE AND SECURITY

- 9.1 The Minister shall keep and maintain the Facilities in good order repair and condition and provide thereto all electrical, water supply and garbage collection services. Subject to clauses 9.2 and 9.3 and 9.4, the Shire shall pay the percentage of any costs and expenses incurred in that regard in accordance with clauses 3.1, 3.2 and 3.3.
- 9.2 Notwithstanding anything expressed or implied to the contrary in this Agreement, if the Shire or any agent, employee, contractor, invitee or licensee of the Shire, through its, his or her negligence or other default, damages or destroys or contributes to the damage or destruction of the Facilities or any part thereof, then, to the extent that such damage or destruction was caused or contributed to by the negligence or other default of any of the aforesaid persons, the Shire shall itself be responsible for all or part (as the case may be) of the cost of the repair or replacement of the said damaged or destroyed Facilities.
- 9.3 Notwithstanding anything expressed or implied to the contrary in this Agreement, if the Minister, the School or any of their respective

agents, employees, contractors, students, invitees or licensees, through its, his or her negligence or other default, damages or destroys or contributes to the damage or destruction of the Facilities or any part thereof, then, to the extent that such damage or destruction was caused or contributed to by the negligence or other default of any of the aforesaid persons, the Minister shall itself be responsible for all or part (as the case may be) of the cost of the repair or replacement of the said damaged or destroyed Facilities.

9.4 Notwithstanding anything expressed or implied to the contrary in this Agreement (except Schedule A to which this clause 9.4 is and shall be subject to), if the Facilities are destroyed or damaged, then to the extent that such destruction or damage has not been caused or contributed to by:

- (i) a breach of this Agreement by; or
- (ii) any negligent or other wrongful act or omission of,

a Party or any agent employee contractor student invitee or licensee of a Party, the Shire and the Minister shall contribute to the cost of the necessary repair and/or replacement (as the case may be) in the following proportions:

Minister -	50%
Shire -	50%.

9.5 The Shire shall promptly report any theft of, damage to, deficiency in, destruction of, or other fault in relation to the Facilities to the Minister upon the happening of the same and do all things and take all steps that are reasonable so as to minimise and mitigate any loss caused or occasioned thereby.

10. INDEMNITY

10.1 Notwithstanding anything to the contrary expressed or implied in this Agreement, each Party shall release indemnify and keep indemnified the State, the Minister for Lands and the other Party and all agents, employees, contractors, students, invitees or licensees of the other Party from and against all liability and all actions, proceedings, suits, claims, demands, losses, damage, costs and expenses which may at any time be brought or maintained against or suffered or incurred by any of the State, the Minister for Lands, the other Party or any of their respective agents, employees, contractors, students, invitees or licensees arising from or in connection with this Agreement and/or the Facilities and:

- (a) the death or illness of or injury to any person; and/or
- (b) the destruction or loss of or damage to any property,

to the extent that the same has been caused or contributed to by:

- (c) any breach of this Agreement by or on the part of; or
- (d) any negligent or other wrongful act or omission of,

the first mentioned Party or any agent employee contractor student invitee or licensee of the first mentioned Party.

10.2 For the purposes of clause 10.1, neither the Shire nor any of the Shire's agents, employees, contractors, invitees or licensees, is, or shall be considered or deemed to be, a licensee or invitee of the Minister.

10.3 The indemnity contained in this clause 10 is a continuing obligation and remains in force and effect notwithstanding the expiry of the Term or the early termination of this Agreement irrespective of how it is terminated or which Party terminated it.

11. **INSURANCE**

11.1 Each Party shall effect and maintain its own insurance cover for its own contents within the Facilities.

11.2 The Shire shall effect and maintain a public liability insurance policy with indemnity cover of not less than \$20,000,000.00 in respect of any one occurrence (and unlimited in the aggregate) or such greater amount as the Minister at any time and from time to time after notice to the Shire may reasonably require in an insurance office approved by the Minister and (as and when requested to do so by the Minister from time to time) produce or cause to be produced to the Minister the relevant policy or policies of insurance and premium receipts therefor.

11.3 If, pursuant to this Agreement, there is in existence an insurance policy covering loss of and/or destruction and/or damage to property of any kind whatsoever and a claim is made against that policy on account of such property being lost destroyed and/or damaged, then the Party with the insurable interest in the property, and in whose name the policy exists, shall ensure that all the monies payable and paid under that policy are applied to the replacement or repair (as the case may be) of the lost destroyed or damaged property.

11.4 Each Party must do all things reasonable to ensure that:

- (a) any policy or policies of insurance referred to above do not become void or voidable; and
- (b) the premiums therefor are not significantly increased on account of anything done or not done by that Party or person for whom that Party is responsible.

12. **COSTS**

The Shire shall pay to the Minister on demand 100% of all costs charges and expenses for which the Minister shall become liable in consequence of or in connection with any default by the Shire in performing or observing any covenants conditions or stipulations herein contained or implied and on the part of the Shire to be performed or observed.

13. **GST**

13.1 The amount of all Primary Payments specified in this Agreement are exclusive of GST except where stated otherwise.

13.2 If GST is payable by the Minister in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Agreement:

- (a) the Primary Payment is increased by an amount equal to the applicable GST; and
- (b) the Shire must pay the amount of the increase in the same manner and on the same date as the Minister is required to pay the Primary Payment.

13.3 If the Primary Payment consists (wholly or partly) of the recovery by the Minister of all or a portion of the Minister's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Minister in respect of these costs and then increased by any applicable GST payable under clause 13.2.

13.4 If a Primary Payment is to be increased to account for GST under clause 13.2 the Minister must, before the date on which the increased Primary Payment is to be paid, issue a Tax Invoice to the Shire.

14. **DEFAULT**

14.1 If either Party (**Defaulting Party**) defaults in the performance of or compliance with a provision of this Agreement and fails to remedy that default within a reasonable time after the date of having received a written notice from the other Party (**the Innocent Party**) specifying that default, the Innocent Party may terminate this Agreement with the Defaulting Party by giving 30 days written notice to the Defaulting Party. Such termination shall not prejudice or otherwise affect:

- (a) the liability of either Party in respect of any antecedent breach of any of the provisions of this Agreement; or
- (b) the rights of either Party to claim damages (for breach of this Agreement or otherwise whatsoever).

14.2 A Party may also terminate this Agreement if the other Party persistently breaches this Agreement.

14.3 Each Party's rights to terminate this Agreement under the common law are hereby preserved.

15. **ALCOHOL**

Except as provided under the provisions of the *School Education Act 1999* and the *School Education Regulations 2000* and in accordance with the provisions of the *Liquor Control Act 1988* and the *Liquor Control Regulations 1989*, the Shire shall not permit the consumption of alcoholic beverages on the Facilities unless it has written authorisation from the Principal or an authorised officer of the Department.

16. **REASONABLENESS**

16.1 Any agreement, consent, approval, permission, authority, decision, requirement, condition, direction or thing to be done pursuant to this Agreement shall not be capriciously or unreasonably reached, withheld, given or carried out, and the obligations and the performance of each Party shall be carried out and performed in a reasonable manner.

16.2 Each Party must execute and do all acts and things reasonably necessary to implement and give full effect to the provisions and purpose of this Agreement.

17. **NO IMPROVEMENTS**

The Shire shall not without written approval of the Minister erect or build or permit or cause to be erected or built in or on the Facilities any buildings erections or other improvements or make any additions or alterations to any buildings erections or other improvements now or hereafter in on or comprising the Facilities and then only in strict accordance with plans and specifications to be first approved in writing by the Minister and any Government Agency having jurisdiction over the Land.

18. **COMPLY WITH LAW**

The Shire and its employees agents contractors licensees and invitees shall at all times duly and punctually comply with observe and carry out and conform with the provisions of any Law now or hereafter in force and all requirements and orders of any Government Agency which effect the Facilities or the use thereof or which impose any duty or obligation upon the owner or occupier thereof.

19. **NO NUISANCE**

Whilst using the Facilities, the Shire must not and must not allow any one under its control to do anything which is illegal, offensive or a nuisance and if any such thing is done, must promptly stop the doing of that thing.

20. **NO SIGNS**

The Shire must not affix or cause or permit to be affixed or exhibited anywhere in or on the Facilities any poster signboard neon sign or advertisement except as shall be first approved in writing by the Minister.

21. **NOT TO ASSIGN ETC**

The Shire shall not without the prior written consent of the Minister (which consent may be arbitrarily withheld) assign transfer mortgage encumber sublicense dispose of or part with possession of this Agreement or the Facilities or any part thereof or the rights liberties or authorities hereby granted or procure allow or suffer the same or any part thereof to be assigned transferred mortgaged charged encumbered sublicensed disposed of or the possession thereof parted with for all or any part of the term of this Agreement.

22. **SCHOOL PART OF MINISTER**

The Shire acknowledges and agrees that the School is a part of, and an agent for, the Minister for the purposes of this Agreement.

23. **SCHOOL EDUCATION ACT 1999 REMAINS UNAFFECTED**

Nothing in this Agreement shall affect or be deemed to affect any right power authority or duty conferred or imposed upon the Minister under any law including the *School Education Act 1999*.

24. **THIS AGREEMENT PARAMOUNT**

If there is an inconsistency between the provisions of this Agreement (excluding the Rules) and the Rules, then the provisions of this Agreement (excluding the Rules) shall prevail to the extent of that inconsistency.

25. **TERM OF AGREEMENT**

25.1 Subject to clause 27 the term of this Agreement (**Term**) is 7 years commencing on 1 December 2019.

25.2 Subject to clause 27, if:

- (a) prior to the expiration of the Term, this Agreement has not been terminated; and

- (b) both Parties desire to extend this Agreement for a further term of 7 years commencing from the expiration of the Term **(Further Term)**; and
- (c) the Shire gives to the Minister written notice of its desire such notice being received by the Minister not more than 6 or less than 3 months prior to the expiration of the Term; and
- (d) during the Term there had been no breach of any term of this Agreement by the Shire which was not rectified within a reasonable period of time after notice of breach being given by the Minister,

then this Agreement will be so extended by 7 years subject to the terms and conditions set out in this Agreement with the exception of this clause 25.2.

26. NOTICES

26.1 Notices that may or must be sent under or in connection with this Agreement shall be in writing, signed by the Party or representative of the Party giving notice, and may be delivered by pre-paid post or by hand to the other Party at the relevant address out in clause 26.2.

26.2 Notices to each of the Parties shall be sent to the below:

- (a) Minister: Asset Planning and Services branch,
Department of Education
151 Royal Street
EAST PERTH WA 6004
- (b) Shire Shire of Donnybrook-Balingup
P O Box 94
DONNYBROOK WA 6239

26.3 Notices shall be deemed to be received:

- (a) (in the case of delivery by pre-paid post) six Business Days after deposit in the mail; or
- (b) immediately upon delivery by hand.

27. EARLY TERMINATION

Notwithstanding anything expressed or implied in this Agreement to the contrary (except clause 9.2 which this clause 27 is subject to), the Minister or the Shire may, by giving 12 months notice in writing to the other, terminate this Agreement (for any or no reason whatsoever) and upon the expiration of that 12 month period, this Agreement shall terminate but any rights of action or claims which accrued or arose to either the Shire or the Minister prior to such termination are hereby preserved.

28. **WAIVER**

- 28.1 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy under any Law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or under this Agreement.
- 28.2 A waiver given by a Party under this Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party.
- 28.3 No course of dealings between the Parties removes the requirement under clause 28.2 that a waiver must be in writing to be effective and binding upon the Parties.
- 28.4 No waiver of a breach of a term of this Agreement operates as a waiver of any other breach of that term or of a breach of any other term of this Agreement.

29. **MISCELLANEOUS**

- 29.1 Whenever the consent of the Minister is required under this Agreement:
- (a) that consent may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine;
 - (b) the Minister is not required to provide a reason or reasons for giving or refusing its consent; and
 - (c) the Shire agrees that any failure by it to comply with or perform a condition imposed under clause 29.1(a) will constitute a breach of this Agreement by the Shire .
- 29.2 Each Party must do all things and execute all further documents necessary to give full effect to this Agreement.
- 29.3 Nothing in this Agreement may be construed to make the Shire a partner, agent, employee or joint venturer of the Minister.
- 29.4 The Shire must not represent that the Shire or any of its employees, agents, contractors, licensees or representatives are the employees, agents, partners or joint venturers of the Minister.
- 29.5 The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

- 29.6 This Agreement states all the express terms of the agreement between the Parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- 29.7 The Parties agree that Part 1F of the *Civil Liability Act 2002* (WA) is excluded and does not apply to the Parties' liabilities under this Agreement.
- 29.8 (a) This Agreement is governed by the Law in force in Western Australia.
- (b) Each Party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising in connection with this Agreement. Each Party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 29.9 Each party represents and warrants to the other that it has full power to enter into and perform its obligations under this Agreement and that when executed this Agreement will constitute legal, valid, and binding obligations under its terms.
- 29.10 The Shire must immediately notify the Minister in writing if it forms the opinion that it will be unable to, or be unlikely to be able to, satisfy any of its obligations in relation to this Agreement from the financial resources available, or likely to be available, to it, at the time the obligation is due.
- 29.11 The provisions of the Schedules are terms of this Agreement and therefore are enforceable in accordance with their terms.

SCHEDULE B

COMMITTEE - RULES

1. Name

The name of the Committee is THE DONNYBROOK SCHOOL COMMUNITY RESOURCE LIBRARY MANAGEMENT COMMITTEE (**Committee**).

2. Functions

Subject to mutual directions from the Shire and the Minister and subject to the Agreement to which these Rules are annexed (**Agreement**), the Committee's functions are:

- 2.1 To facilitate the management and control of the Library by the Shire and the Minister according to the terms of the Agreement.
- 2.2 To undertake the overall planning and management of the Library in accordance with the requirements and policies of the Shire and the Minister.
- 2.3 To develop community awareness of the potential and the limitations of the Library and to facilitate communication between users of the Library the Shire and the Minister.
- 2.4 To make recommendations to the Shire and the Minister on the standards of facilities and services provided by the Library.
- 2.5 To assist in the preparation of an annual operating budget to satisfy the requirements of the Shire and the Minister having regard to the prime objectives of providing a coordinated and comprehensive library resource and community resource service.
- 2.6 To provide specific policies and guidelines for the Library staff to follow and together with the Librarian to design and implement a method of acquisition storage control and issue of all materials held in the Library.
- 2.7 To make the maximum use of all the resources of the Library (including staff) in order to provide the best possible service to all users of the Library .
- 2.8 To assist in the natural assimilation of the Library into the School and the community of the Shire.

3. Powers of the Committee

The Committee may:

- (a) advise the Minister and the Shire on the selection and appointment of the Librarian;
- (b) make recommendations to the Minister and the Shire relating to other library staff of the Library;
- (c) where applicable endorse the duty statement of any member of the staff of the Library;
- (d) liaise and accept additional materials offered to the Library by way of community donation; provided that such donations conform to the Libraries Selection Guidelines; and
- (e) with the prior written approval of the Minister and the Shire establish advisory committees to include community users of the Library and prescribe the functions of those committees.

4. Method of Operation

- 4.1 The Committee shall elect a Chairperson and a Deputy Chairperson who shall hold office for 1 year and preside at all meetings of the Committee. In the absence of the Chairperson, the Deputy Chairperson shall act as Chairperson at that meeting.
- 4.2 The quorum necessary for the transaction of the business of the Committee shall be 4 members which must include 2 representatives of the Minister and 2 representatives of the Shire.
- 4.3 Each member has one (1) vote and the Chairperson shall not have a casting vote.
- 4.4 If any member is unable to attend a particular meeting that member may appoint a proxy to attend that meeting on that member's behalf by giving written notice of the appointment to the Chairperson or the Librarian at least 7 days before the relevant meeting. The member must nominate in the notice whether the proxy will have voting rights.
- 4.5 In the case of a voting deadlock the matter shall be referred to the Minister and the Shire for consideration and direction.
- 4.6 The Committee shall meet at intervals of no greater than 6 months and shall prepare and furnish to the Minister and the Shire as soon as practicable after the last day of each calendar year a report in writing of the operations of the Facilities during that calendar year.
- 4.7 The Committee may prescribe its own procedure for the day to day running of its affairs but such procedure shall not contravene these Rules,

any legislation or other law, or the policies bylaws or regulations of the Minister or any right power authority or duty conferred or imposed on the Minister or the Shire or any person acting under the authority of either including (without limiting the generality of the foregoing) the Principal and the CEO.

- 4.8 The Librarian shall be the Committee's executive officer and shall attend meetings and facilitate the keeping of accurate minutes of all business transacted at the meetings, but shall not be entitled to vote. Minutes of each meeting shall be forwarded to the Principal and the CEO and each member of the Committee not later than 2 weeks after each meeting.
- 4.9 The Librarian will be responsible to:
- (a) the Principal for the provision of those resource Library services to the School as have been authorised by the Committee; and
 - (b) the Shire or the Shire's nominee for the provision of those resource Library services to the general community as have been authorised by the Committee.
- 4.10 The Committee shall not -
- (a) handle any money; or
 - (b) undertake any obligation involving the expenditure of money without the prior written approval of the Minister and the Shire or (in a case involving expenditure of money by only one of those Parties) the prior written approval of the Minister or the Shire as the case may require.

5. Definitions

Unless the context otherwise requires, in these Rules all words and phrases shall have the same meanings as those ascribed to them in the Agreement.

EXECUTED by the Parties.

SIGNED for and on behalf of the)
MINISTER FOR EDUCATION by)
JAY TIMOTHY PECKITT)
A/Deputy Director General of the)
Department of Education,)
the officer delegated this authority)
pursuant to section 230 of the)
School Education Act 1999 (WA))
in the presence of)

____/____/____

Witness signature

Witness Full Name (Please print)

Witness address (Please print)

Witness occupation (Please print)

THE COMMON SEAL of the)
SHIRE OF DONNYBROOK-BALINGUP)
was hereunto affixed in the presence of:)

Chief Executive Officer

Shire President

DONNYBROOK COMMUNITY LIBRARY - ANNEXURE 'A'

31/07/2019

M = Minister for Education (Donnybrook DHS) S = Shire Donnybrook & Balingup

	CAPITAL		OPERATION		REPAIR		REPLACEMENT	
	M	S	M	S	M	S	M	S
Floor Area:	%	%	%	%	%	%	%	%
General	50	50	50	50	50	50	50	50
Seminar - Senior's Room	50	50	50	50	50	50	50	50
Reading Room	50	50		100	50	50	50	50
Meeting Room	50	50	50	50	50	50	50	50
Toilets				100		100		100
External Areas:								
Parking area & front of building		100		100		100		100
Gardens/grounds around & behind	100		100		100		100	
Communications:								
Outside phone line(s) 97310432	50	50	50	50	50	50	50	50
Security line 97310429	50	50	10	90	10	90	10	90
Balingup Library dial in line 97310428	50	50	50	50	50	50	50	50
Public Internet Service ISDN		100		100		100		100
(Services Balingup & Junior Campus)		100		100		100		100
<i>Note: DoE bill the Shire directly</i>								
Utilities:								
Electricity			45	55				
Gas			45	55				
Rubbish Collection - rates			45	55				
Water - Rates & consumption			95	5				
Water Fire Service (hose reel)				100				
Furniture:								
Fixed	50	50			50	50	50	50
Moveable	50	50			50	50	50	50
Equipment:								
File Servers x 1 (School)	100		100		100		100	
File Servers x 1 (Shire)		100		100		100		100
Computers School x 5	100		100		100		100	
Computers Shire x 7		100		100		100		100
Computers Seniors x 3		100		100		100		100
Office Equipment (scanner, laminator)	50	50	35	65	50	50	50	50
A/Conditioners 2 x IT Lab	100		100		100		100	
A/Conditioner 1 x Workroom	50	50	35	65	50	50	50	50
A/Conditioner - Main Library		100		100		100		100
A/Conditioner x3 - Seniors Room			35	65				
A/Conditioner x 2 - Meeting Room	100		35	65				

	CAPITAL		OPERATION		REPAIR		REPLACEMENT	
	M	S	M	S	M	S	M	S
Miscellaneous:								
Library Automation Sirsi Dynix	50	50	50	50	50	50	50	50
Insurance - Building	100		100				50	50
Insurance - Contents -School owned	100		100		100		100	
Insurance - Contents -Shire owned		100		100		100		100
Building Maintenance-Internal & External			50	50	50	50	50	50
Photocopiers/Reprographics:								
Canon IR C3530i 2018 - School owned	100		100		100		100	
Fuji Xerox Apeos Port IVC2275 - Shire owned		100		100		100		100
HP Laserjet 400 printer - Shire owned		100		100		100		100
Cleaning:								
40 weeks			65	35				
12 weeks				100				
Staff Salaries:								
S/Community Librarian - DoE			100					
School Officer Library 0.4 - DoE			100					
Library Officer(s) 1.0 + Sat am plus casual staff				100				

ADDITIONAL INFORMATION:

- School use for the year = 40 weeks ~ 35 hours per week = 1400 hours per year.
- Community use for the year = 50 weeks ~ 40 hours per week = 2000 hours per year plus 4 hours per weekend = 208 hours a total of 2208 hours per year.
- Building maintenance is managed by the School via BMW (Building Maintenance and Works).
- Cleaning staff are managed by the School and salaries / entitlements are paid via DoE (Department of Education) who employ the staff for 44 weeks of the year. Each vacation break includes 1 week of accumulated Rostered Days Off (RDO) and 1 week for the 'term clean up'. Cleaning staff take their accrued annual leave during the summer vacation break (December | January). Future cleaning allocation of time may need to be monitored due to budget constraints, particularly where the School cleaners are spending a large part of their time cleaning the Senior's Room which is predominantly used by them and not the School.
- Cleaning for the remaining time is to be paid for and managed by the Shire of Donnybrook - Balingup.
- Cleaning for the weekends and after hours is to be paid for and managed by the Shire of Donnybrook - Balingup.
- Cleaning of stove and fridge in kitchen area is the responsibility of those who use it.
- Donnybrook District High School pays all the accounts up front, except for the Telstra account, and then recoups the appropriate percentage from the Shire as per the Annexure Agreement.
- Cost apportionment for the photocopiers is the Shire pays the maintenance contract costs for the Shire copier and the School does the same for the School copier. Paper is provided by the School to off-set any photocopying done on the Shire copier.
- The Shire is responsible for 1 x full-time Library Officer plus an Officer for additional hours on Saturday mornings, Tuesday evenings/story time and additional hours during school holiday periods.
- The Teacher Librarian is not required to work on Saturday mornings or during School holidays.
- The Teacher Librarian is the daily operational manager who reports to the School Principal on School related issues and to the Shire's Manager of Community Development on Shire related issues.
- The School will on charge the net amount plus GST to Shire accounts where applicable.

2019

MINISTER FOR EDUCATION

AND

SHIRE OF DONNYBROOK-BALINGUP

**AGREEMENT - DONNYBROOK COMMUNITY LIBRARY
DONNYBROOK DISTRICT HIGH SCHOOL**

**STATE SOLICITOR'S OFFICE
COMMERCIAL AND CONVEYANCING
PERTH**

TELEPHONE : (08) 9264 1176

SSO :4510-97 MC1

THIS AGREEMENT is made the _____ day of _____ 201

B E T W E E N :

MINISTER FOR EDUCATION, a body corporate pursuant to the provisions of the *School Education Act 1999* of 151 Royal Street East Perth Western Australia (**Minister**).

and

SHIRE OF DONNYBROOK-BALINGUP a local government and body corporate under the *Local Government Act 1995* of Bentley Street Donnybrook Western Australia (**Shire**).

RECITALS

- A. Care, control and management of the Land has been placed with the Minister.
- B. The Minister and the Shire agreed under a joint funding arrangement to construct the Facilities on part of the Land.
- C. A Committee will be established as set out in clause 4.
- D. The Parties have agreed to make provision for operational funding and use of the Facilities on the terms and conditions contained in this Agreement.
- E. The Parties hereby acknowledge a total commitment to full and open co-operation, at all levels, in the usage and management of the Facilities and equipment therein, for the mutual benefit of the community of the Shire and the School.

OPERATIVE PROVISIONS

1. Interpretation

1.1 In this Agreement unless the context indicates otherwise:

Authorisation means any approval, agreement, certificate, authorisation, notification, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver, compliance report or environmental consent by any Government Agency required under any Laws, and includes any renewal of, or variation to, any of them but does not include any act or omission by the Minister under this Agreement.

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

Commonwealth means Commonwealth of Australia;

CEO means the Chief Executive Officer of the Shire of Donnybrook-Balingup;

Committee means the committee established pursuant to clause 4 the rules of which shall be as set out in Schedule B to this Agreement;

Cost Sharing Arrangement means the arrangement reached between the Parties set out in Schedule A to this Agreement by which each Party has agreed to contribute to costs in accordance with the table set out in Schedule A;

Department means the Department of Education;

Facilities means the School community resource building situated on that part of the Land shown delineated and bordered in blue on the plan marked annexed hereto;

Government Agency means any government or any governmental, semi governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, Minister of the Crown, agency, entity or Parliament and includes any part of, or entity comprising, the State;

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*;

Input Tax Credit has the meaning given in section 195-1 of the GST Act.

Land means the land comprised in Reserve 24032 being Lot 500 on Deposited Plan 415009 and being the whole of the land in Certificate of Crown Land Title Volume LR3170 Folio 36.

Law means all applicable present and future laws including:

- (a) all acts, ordinances, regulations, by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth of Australia;
- (b) Authorisations;
- (c) principles of the common law or equity;
- (d) standards, codes, policies and guidelines;
- (e) the Australian Securities Exchange listing rules; and

- (f) fees, rates, taxes, levies and charges payable in respect of those things referred to in paragraphs (a), (b), (c) and (d) of this definition,

whether or not existing at the date of execution of this Agreement;

Library means the school library and community library operated in the Facilities;

Librarian means the school community librarian referred to in clause 6.1;

Licence means the licences referred to in clause 2;

Loss means loss, damage, liability, lawsuit, action, writ, proceedings, cost or expense;

Operating Costs means all amounts from time to time properly and reasonably incurred or expended in the running and maintenance of the Facilities and without limiting the generality of the foregoing shall include:

- (a) all costs reasonably incurred in the repair and maintenance of the Facilities including (but not limited to) the reasonable cost of materials and the reasonable cost of all wages and overheads of staff employed in carrying out such repairs and maintenance;
- (b) all costs reasonably incurred in the provision and maintenance of security throughout the Facilities including (but not limited to) the wages and overheads paid to security staff, charges rendered by contract security companies, and all lease, hire, repair, maintenance and running costs of monitoring and/or surveillance equipment;
- (c) the reasonable costs of keeping the Facilities in clean and good sanitary condition and of removing from the Facilities all rubbish and waste which cost shall include (but not be limited to) the wages and overheads paid to cleaning and maintenance staff and the costs of all cleaning materials, toilet requisites, and all charges associated with the hiring of cleaning equipment;
- (d) all costs reasonably incurred in the control and eradication of all pests in the Facilities;
- (e) all water, excess water, electricity and telephone charges and rentals which fall due during the term of this Agreement; and
- (f) the things set out or referred to in the Cost Sharing Arrangement;

Party depending on the context means the Shire or the Minister and

Parties means both of them;

Primary Payment means any payment to the Minister by the Shire under this Agreement;

Principal means the principal of the School;

Quarter means a 3 month period;

Rules means the rules of the Committee set out in Schedule B;

Schedule means Schedule A and Schedule B;

School means Donnybrook District High School;

School Term means each of the 4 school terms per year that are published in the Government Gazette from time to time;

School Holidays means the periods between each School Term;

State means the State of Western Australia and includes any department, agency or instrumentality of the State of Western Australia, the Parliament and any Minister (including the State), whether body corporate or otherwise and their respective employees, agents, contractors and consultants;

Taxable Supply has the meaning given in section 195-1 of the GST Act; and

Tax Invoice has the meaning given in section 195-1 of the GST Act and in the *A New Tax System (Goods and Services Tax) Regulations 1999*;

Term means has the meaning set out in clause 25.1.

1.2 In this Agreement unless the context indicates otherwise:

- (a) (person): references to a person include an individual, a body politic, the estate of an individual, a firm, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), or a partnership;
- (b) (includes): the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- (c) (or): the meaning of "or" will be that of the inclusive "or", that is meaning one, some or all of a number of possibilities;
- (d) (party): a reference to a "party" is to a party to this Agreement;

- (e) (other persons): a reference to any party or person includes their and each of their legal representatives, executors, administrators, successors, and permitted substitutes and assigns, including any person taking part by way of novation;
- (f) (authority): a reference to any authority, institute, association or body is:
 - (i) if that authority, institute, association or body is reconstituted, renamed or replaced or if the powers or functions of that authority, institute, association or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as applicable; and
 - (ii) if that authority, institute, association or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that authority, institute, association or body;
- (g) (this Agreement): a reference to this Agreement or to any other deed, agreement, document or instrument is deemed to include a reference to this Agreement or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (h) (legislation): a reference to any legislation or to any section or provision of it includes any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision;
- (i) (rights): a reference to a right includes any benefit, remedy, discretion, authority or power;
- (j) (obligations): a reference to an obligation includes a warranty and a reference to a failure to observe or perform an obligation includes a breach of warranty;
- (k) (singular): words in the singular include the plural (and vice versa) and words denoting any gender include all genders;
- (l) (headings): headings are for convenience only and do not affect the interpretation of this Agreement;
- (m) (clauses): a reference to:
 - (i) a clause, schedule or attachment is a reference to a clause, schedule or attachment of this Agreement; and
 - (ii) a paragraph or a sub-paragraph is a reference to a paragraph or sub-paragraph in the clause in which the reference appears;

- (n) (inclusive): a reference to this Agreement includes all schedules and attachments to this Agreement, including the Schedule;
- (o) (defined meaning): where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (p) (\$): a reference to "\$" is to Australian currency and any amounts in this Licence are exclusive of GST, unless otherwise specified;
- (q) (time): a reference to time is a reference to Western Australian Standard Time;
- (r) (language): all information and documentation prepared or delivered by the parties under this Agreement will be in English;
- (s) (form): writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and communication by email;
- (t) (construction): no rule of construction applies to the disadvantage of a party on the basis that the party put forward or drafted this Agreement or any part;
- (u) (information): any reference to "information" will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, designs, specifications, models, plans and other documents in all forms including the electronic form in which it was generated;
- (v) (policies): any reference to a State of Western Australia policy or scheme is deemed to include a reference to such policy or scheme as amended, varied or replaced by the State from time to time;
- (w) (thing): a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them but this is not to be taken as implying that performance of part of an obligation is the performance of the whole;
- (x) (consortium): if a party consists of a consortium of two or more persons whether by way of partnership or joint venture or otherwise, then:

- (i) an obligation imposed on a party under this Agreement binds each person who comprises that party jointly and severally;
 - (ii) each person who comprises a party agrees to do all things necessary to enable the obligations imposed on that party under this Agreement to be undertaken; and
 - (iii) the act of one person who comprises a party binds the other person or persons who comprise that party;
- (y) (jointly and severally): an agreement, representation or warranty on the part of or in favour of two or more persons binds, or is for the benefit of, them jointly and severally;
- (z) (electronic address): a reference to a document published at an electronic address is to the document as published at that electronic address on the date of execution of this Agreement;
- (aa) (liability) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (bb) (contractor) means contractor or subcontractor at any tier;
- (cc) (year) a reference to a year is to a calendar year
- (dd) (reference to parties) reference to the Shire using the Facilities means and includes the use of the Facilities by the Shire or any of its employees agents contractors licensees or invitees (including members of the public).

2. LICENCE

The Minister hereby grants to the Shire a licence to use the Facilities for community library purposes for the Term or until such time as the Minister divests itself or is divested of its rights over or in the School (whichever occurs sooner). The rights contained in this Agreement rest in contract only and nothing expressed or implied in this Agreement shall confer a right of exclusive possession of the Facilities to the Shire and the Minister may at any time and at all times and from time to time exercise all of its rights in respect of the Facilities except where such rights shall:

- (a) prevent the operation of the Licence granted in respect of the Facilities and rights with respect to the Facilities granted pursuant to this Agreement; or
- (b) be inconsistent with the express provisions of this Agreement.

3. **OPERATIONAL FUNDING**

- 3.1 The Shire and the Minister shall contribute to the Operating Costs in accordance with the Cost Sharing Arrangement.
- 3.2 The Shire shall reimburse the Minister for its share of the Operating Costs within 30 days after having received an invoice from the Minister. Invoices shall be provided by the Minister at Quarterly intervals.
- 3.3 The Cost Sharing Arrangement shall be subject to a review by the Shire and the Minister upon the expiry of a period of 2 years from the commencement of the term of this Agreement and thereafter every two years. During such review the Parties agree to meet together and negotiate in good faith.
- 3.4 If, within 2 months after a review between the Shire and the Minister pursuant to clause 3.4, no agreement has been reached as to their respective future contributions to the Operating Costs, future contributions shall remain as per Schedule A.

4. **MANAGEMENT**

- 4.1 The care, management and control of the Facilities shall be jointly vested in the Minister and the Shire who shall appoint a management Committee. Membership of the Committee shall consist of 6 members (or other such even number as the Shire and the Minister shall from time to time agree) who, subject to this Agreement and any mutual direction on the part of the Shire and the Minister, shall exercise the functions set out in the Rules. Members shall comprise:
 - (a) 3 members to be appointed by the Shire one of whom shall be the Shire chief executive officer;
 - (b) 3 members to be appointed by the Minister one of whom shall be the Principal;
- 4.2 A member may resign from the Committee by written notice to that effect delivered to the Principal or the CEO.
- 4.3 Each Party may each in regard to its respective appointees at any time and from time to time -
 - (a) revoke an appointment and appoint another person in place of the member whose appointment is revoked;
 - (b) appoint a person to act temporarily as a member during the absence of any member and a person while so acting shall be deemed to be a member; and

- (c) appoint another person to act as a member in place of a member who resigns under clause 4.2.

5. USE OF FACILITIES

- 5.1 At all times during opening hours of the Library (including without limitation usual school hours), the Library shall be accessible to the general public.
- 5.2 At all times during opening hours of the Library (including without limitation outside usual school hours), the Library shall be accessible to the students, teachers and parents of students of the School.
- 5.3 Borrowing rights shall apply equally to members of the general public, and to the staff and students of the School. Resources from all sources of supply (as contemplated in clauses 7.2 and 7.3) should be available to all borrowers, with the exception of those resources which are identified by the School as being available for use only by staff and students of the School, reference books which do not normally leave the Library and adult books which are not to be made available to juveniles.
- 5.4 If a student of the School has been suspended from the School, then that student shall not be entitled to enter or use the Facilities, during the hours that the School is operating as a school, for the period of suspension, in either his or her capacity as a student of the School or as a member of the general public.

6. APPOINTMENT OF STAFF

- 6.1 The Minister and the Shire shall appoint the Librarian who shall -
 - (a) have appropriate qualifications for the position;
 - (b) have a status and classification determined by the Minister and the Shire;
 - (c) be in charge of the Library at all times, subject to the direction, supervision, and control of the Minister and the Shire.
- 6.2 The initial appointment and subsequent vacancies for the position of Librarian shall be advertised widely in such manner as the Minister and the Shire shall agree and shall provide full particulars of the unique nature of the appointment which shall be on the basis of either-
 - (a) a contract with the Department; or
 - (b) (if the successful applicant is an employee of the Department) a secondment within that Department.

- 6.3 The Minister and the Shire may appoint such further staff as are necessary to enable the Library to be used for educational and community library purposes upon such terms and conditions as are agreed upon between the Minister and the Shire and in making such appointments the Parties shall have regard to the number of community users.
- 6.4 The salaries of other library staff shall be appropriate to their status and classification as determined by the Minister and the Shire.
- 6.5 Each Party shall pay the salary of the staff employed by it to work in the Library.
- 6.6 The Librarian is hereby deemed to be equivalent of one full time employee.

7. **RESOURCES FOR LIBRARY**

- 7.1 The Minister and the Shire shall:
- (a) install three telephone lines for use in the Facilities, two of which will be for voice transmission and one for facsimile transmission and pay all rents and metered calls in the agreed proportions as per the Cost Sharing Arrangement; and
 - (b) use all reasonable endeavours to make provision for suitable technology to be utilised as necessary, using resources recommended by the Committee from time to time.
- 7.2 The Minister shall at all times use its reasonable endeavours to ensure that the Library is adequately stocked with:
- (a) books and other resources (which are reasonably contemporary, suitable and relevant); and
 - (b) other library facilities (which are reasonably contemporary, suitable and relevant),
- at levels commensurate with those normally maintained for a school and community the size of the School.
- 7.3 The Shire shall at all times use its reasonable endeavours to ensure that the Library is adequately stocked with:
- (a) books and other texts (which are reasonably contemporary, suitable and relevant); and
 - (b) other library facilities (which are reasonably contemporary, suitable and relevant),

at levels commensurate with those normally maintained for a community the size of the community intended to be served by such library.

8. OPERATIONAL CHARTER

8.1 The Shire and the Minister acknowledge that pursuant to the *Library Board of Western Australia Act 1951* the Shire is a participating body (as defined in that Act) in respect of a scheme (as defined in that Act) entered into with the Library Board of Western Australia for the promotion, organisation, supervision and assistance of registered public libraries and registered public library services within the municipal district of the Shire and (subject to clause 8.2) nothing herein or in the Rules shall be deemed to enable or permit the Shire the Minister or the Committee to take any action in respect of the public library purposes of the Facilities which would contravene that scheme.

8.2 If, on account of anything expressed or implied in clause 8.1, the Shire is unable to comply with any obligation imposed upon it under this Agreement (which obligation is, in the reasonable opinion of the Minister, one which is not unimportant having regard to what is sought to be achieved by this Agreement and/or the interests and/or reasonable expectations of the Minister), and the Shire and the Minister are not able to successfully renegotiate this Agreement within 2 months of the Shire's inability to comply as aforesaid, then the Minister may terminate the Licence granted to the Shire in respect use of the Library with the giving of 1 months' written notice to the Shire.

9. MAINTENANCE AND SECURITY

9.1 The Minister shall keep and maintain the Facilities in good order repair and condition and provide thereto all electrical, water supply and garbage collection services. Subject to clauses 9.2 and 9.3 and 9.4, the Shire shall pay the percentage of any costs and expenses incurred in that regard in accordance with clauses 3.1, 3.2 and 3.3.

9.2 Notwithstanding anything expressed or implied to the contrary in this Agreement, if the Shire or any agent, employee, contractor, invitee or licensee of the Shire, through its, his or her negligence or other default, damages or destroys or contributes to the damage or destruction of the Facilities or any part thereof, then, to the extent that such damage or destruction was caused or contributed to by the negligence or other default of any of the aforesaid persons, the Shire shall itself be responsible for all or part (as the case may be) of the cost of the repair or replacement of the said damaged or destroyed Facilities.

9.3 Notwithstanding anything expressed or implied to the contrary in this Agreement, if the Minister, the School or any of their respective

agents, employees, contractors, students, invitees or licensees, through its, his or her negligence or other default, damages or destroys or contributes to the damage or destruction of the Facilities or any part thereof, then, to the extent that such damage or destruction was caused or contributed to by the negligence or other default of any of the aforesaid persons, the Minister shall itself be responsible for all or part (as the case may be) of the cost of the repair or replacement of the said damaged or destroyed Facilities.

9.4 Notwithstanding anything expressed or implied to the contrary in this Agreement (except Schedule A to which this clause 9.4 is and shall be subject to), if the Facilities are destroyed or damaged, then to the extent that such destruction or damage has not been caused or contributed to by:

- (i) a breach of this Agreement by; or
- (ii) any negligent or other wrongful act or omission of,

a Party or any agent employee contractor student invitee or licensee of a Party, the Shire and the Minister shall contribute to the cost of the necessary repair and/or replacement (as the case may be) in the following proportions:

Minister -	50%
Shire -	50%.

9.5 The Shire shall promptly report any theft of, damage to, deficiency in, destruction of, or other fault in relation to the Facilities to the Minister upon the happening of the same and do all things and take all steps that are reasonable so as to minimise and mitigate any loss caused or occasioned thereby.

10. INDEMNITY

10.1 Notwithstanding anything to the contrary expressed or implied in this Agreement, each Party shall release indemnify and keep indemnified the State, the Minister for Lands and the other Party and all agents, employees, contractors, students, invitees or licensees of the other Party from and against all liability and all actions, proceedings, suits, claims, demands, losses, damage, costs and expenses which may at any time be brought or maintained against or suffered or incurred by any of the State, the Minister for Lands, the other Party or any of their respective agents, employees, contractors, students, invitees or licensees arising from or in connection with this Agreement and/or the Facilities and:

- (a) the death or illness of or injury to any person; and/or
- (b) the destruction or loss of or damage to any property,

to the extent that the same has been caused or contributed to by:

- (c) any breach of this Agreement by or on the part of; or
- (d) any negligent or other wrongful act or omission of,

the first mentioned Party or any agent employee contractor student invitee or licensee of the first mentioned Party.

10.2 For the purposes of clause 10.1, neither the Shire nor any of the Shire's agents, employees, contractors, invitees or licensees, is, or shall be considered or deemed to be, a licensee or invitee of the Minister.

10.3 The indemnity contained in this clause 10 is a continuing obligation and remains in force and effect notwithstanding the expiry of the Term or the early termination of this Agreement irrespective of how it is terminated or which Party terminated it.

11. **INSURANCE**

11.1 Each Party shall effect and maintain its own insurance cover for its own contents within the Facilities.

11.2 The Shire shall effect and maintain a public liability insurance policy with indemnity cover of not less than \$20,000,000.00 in respect of any one occurrence (and unlimited in the aggregate) or such greater amount as the Minister at any time and from time to time after notice to the Shire may reasonably require in an insurance office approved by the Minister and (as and when requested to do so by the Minister from time to time) produce or cause to be produced to the Minister the relevant policy or policies of insurance and premium receipts therefor.

11.3 If, pursuant to this Agreement, there is in existence an insurance policy covering loss of and/or destruction and/or damage to property of any kind whatsoever and a claim is made against that policy on account of such property being lost destroyed and/or damaged, then the Party with the insurable interest in the property, and in whose name the policy exists, shall ensure that all the monies payable and paid under that policy are applied to the replacement or repair (as the case may be) of the lost destroyed or damaged property.

11.4 Each Party must do all things reasonable to ensure that:

- (a) any policy or policies of insurance referred to above do not become void or voidable; and
- (b) the premiums therefor are not significantly increased on account of anything done or not done by that Party or person for whom that Party is responsible.

12. **COSTS**

The Shire shall pay to the Minister on demand 100% of all costs charges and expenses for which the Minister shall become liable in consequence of or in connection with any default by the Shire in performing or observing any covenants conditions or stipulations herein contained or implied and on the part of the Shire to be performed or observed.

13. **GST**

13.1 The amount of all Primary Payments specified in this Agreement are exclusive of GST except where stated otherwise.

13.2 If GST is payable by the Minister in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Agreement:

- (a) the Primary Payment is increased by an amount equal to the applicable GST; and
- (b) the Shire must pay the amount of the increase in the same manner and on the same date as the Minister is required to pay the Primary Payment.

13.3 If the Primary Payment consists (wholly or partly) of the recovery by the Minister of all or a portion of the Minister's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Minister in respect of these costs and then increased by any applicable GST payable under clause 13.2.

13.4 If a Primary Payment is to be increased to account for GST under clause 13.2 the Minister must, before the date on which the increased Primary Payment is to be paid, issue a Tax Invoice to the Shire.

14. **DEFAULT**

14.1 If either Party (**Defaulting Party**) defaults in the performance of or compliance with a provision of this Agreement and fails to remedy that default within a reasonable time after the date of having received a written notice from the other Party (**the Innocent Party**) specifying that default, the Innocent Party may terminate this Agreement with the Defaulting Party by giving 30 days written notice to the Defaulting Party. Such termination shall not prejudice or otherwise affect:

- (a) the liability of either Party in respect of any antecedent breach of any of the provisions of this Agreement; or
- (b) the rights of either Party to claim damages (for breach of this Agreement or otherwise whatsoever).

14.2 A Party may also terminate this Agreement if the other Party persistently breaches this Agreement.

14.3 Each Party's rights to terminate this Agreement under the common law are hereby preserved.

15. **ALCOHOL**

Except as provided under the provisions of the *School Education Act 1999* and the *School Education Regulations 2000* and in accordance with the provisions of the *Liquor Control Act 1988* and the *Liquor Control Regulations 1989*, the Shire shall not permit the consumption of alcoholic beverages on the Facilities unless it has written authorisation from the Principal or an authorised officer of the Department.

16. **REASONABLENESS**

16.1 Any agreement, consent, approval, permission, authority, decision, requirement, condition, direction or thing to be done pursuant to this Agreement shall not be capriciously or unreasonably reached, withheld, given or carried out, and the obligations and the performance of each Party shall be carried out and performed in a reasonable manner.

16.2 Each Party must execute and do all acts and things reasonably necessary to implement and give full effect to the provisions and purpose of this Agreement.

17. **NO IMPROVEMENTS**

The Shire shall not without written approval of the Minister erect or build or permit or cause to be erected or built in or on the Facilities any buildings erections or other improvements or make any additions or alterations to any buildings erections or other improvements now or hereafter in on or comprising the Facilities and then only in strict accordance with plans and specifications to be first approved in writing by the Minister and any Government Agency having jurisdiction over the Land.

18. **COMPLY WITH LAW**

The Shire and its employees agents contractors licensees and invitees shall at all times duly and punctually comply with observe and carry out and conform with the provisions of any Law now or hereafter in force and all requirements and orders of any Government Agency which effect the Facilities or the use thereof or which impose any duty or obligation upon the owner or occupier thereof.

19. **NO NUISANCE**

Whilst using the Facilities, the Shire must not and must not allow any one under its control to do anything which is illegal, offensive or a nuisance and if any such thing is done, must promptly stop the doing of that thing.

20. **NO SIGNS**

The Shire must not affix or cause or permit to be affixed or exhibited anywhere in or on the Facilities any poster signboard neon sign or advertisement except as shall be first approved in writing by the Minister.

21. **NOT TO ASSIGN ETC**

The Shire shall not without the prior written consent of the Minister (which consent may be arbitrarily withheld) assign transfer mortgage encumber sublicense dispose of or part with possession of this Agreement or the Facilities or any part thereof or the rights liberties or authorities hereby granted or procure allow or suffer the same or any part thereof to be assigned transferred mortgaged charged encumbered sublicensed disposed of or the possession thereof parted with for all or any part of the term of this Agreement.

22. **SCHOOL PART OF MINISTER**

The Shire acknowledges and agrees that the School is a part of, and an agent for, the Minister for the purposes of this Agreement.

23. **SCHOOL EDUCATION ACT 1999 REMAINS UNAFFECTED**

Nothing in this Agreement shall affect or be deemed to affect any right power authority or duty conferred or imposed upon the Minister under any law including the *School Education Act 1999*.

24. **THIS AGREEMENT PARAMOUNT**

If there is an inconsistency between the provisions of this Agreement (excluding the Rules) and the Rules, then the provisions of this Agreement (excluding the Rules) shall prevail to the extent of that inconsistency.

25. **TERM OF AGREEMENT**

25.1 Subject to clause 27 the term of this Agreement (**Term**) is 7 years commencing on 1 December 2019.

25.2 If:

- (a) prior to the expiration of the Term, this Agreement has not been terminated; and

- (b) the Shire desires to extend this Agreement for a further term of 7 years commencing from the expiration of the Term **(Further Term)**; and
- (c) the Shire gives to the Minister written notice of its desire such notice being received by the Minister not more than 6 or less than 3 months prior to the expiration of the Term; and
- (d) during the Term there had been no breach of any term of this Agreement by the Shire which was not rectified within a reasonable period of time after notice of breach being given by the Minister,

then this Agreement will be so extended by 7 years subject to the terms and conditions set out in this Agreement with the exception of this clause 25.2.

26. NOTICES

26.1 Notices that may or must be sent under or in connection with this Agreement shall be in writing, signed by the Party or representative of the Party giving notice, and may be delivered by pre-paid post or by hand to the other Party at the relevant address out in clause 26.2.

26.2 Notices to each of the Parties shall be sent to the below:

- (a) Minister: Asset Planning and Services branch,
Department of Education
151 Royal Street
EAST PERTH WA 6004
- (b) Shire Shire of Donnybrook-Balingup
P O Box 94
DONNYBROOK WA 6239

26.3 Notices shall be deemed to be received:

- (a) (in the case of delivery by pre-paid post) six Business Days after deposit in the mail; or
- (b) immediately upon delivery by hand.

27. EARLY TERMINATION

Notwithstanding anything expressed or implied in this Agreement to the contrary (except clause 9.2 which this clause 27 is subject to), the Minister or the Shire may, by giving 12 months notice in writing to the other, terminate this Agreement (for any or no reason whatsoever) and upon the expiration of that 12 month period, this Agreement shall terminate but any rights of action or claims which accrued or arose to either the Shire or the Minister prior to such termination are hereby preserved.

28. **WAIVER**

- 28.1 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy under any Law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or under this Agreement.
- 28.2 A waiver given by a Party under this Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party.
- 28.3 No course of dealings between the Parties removes the requirement under clause 28.2 that a waiver must be in writing to be effective and binding upon the Parties.
- 28.4 No waiver of a breach of a term of this Agreement operates as a waiver of any other breach of that term or of a breach of any other term of this Agreement.

29. **MISCELLANEOUS**

- 29.1 Whenever the consent of the Minister is required under this Agreement:
- (a) that consent may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine;
 - (b) the Minister is not required to provide a reason or reasons for giving or refusing its consent; and
 - (c) the Shire agrees that any failure by it to comply with or perform a condition imposed under clause 29.1(a) will constitute a breach of this Agreement by the Shire .
- 29.2 Each Party must do all things and execute all further documents necessary to give full effect to this Agreement.
- 29.3 Nothing in this Agreement may be construed to make the Shire a partner, agent, employee or joint venturer of the Minister.
- 29.4 The Shire must not represent that the Shire or any of its employees, agents, contractors, licensees or representatives are the employees, agents, partners or joint venturers of the Minister.
- 29.5 The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

- 29.6 This Agreement states all the express terms of the agreement between the Parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- 29.7 The Parties agree that Part IF of the *Civil Liability Act 2002* (WA) is excluded and does not apply to the Parties' liabilities under this Agreement.
- 29.8 (a) This Agreement is governed by the Law in force in Western Australia.
- (b) Each Party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising in connection with this Agreement. Each Party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 29.9 Each party represents and warrants to the other that it has full power to enter into and perform its obligations under this Agreement and that when executed this Agreement will constitute legal, valid, and binding obligations under its terms.
- 29.10 The Shire must immediately notify the Minister in writing if it forms the opinion that it will be unable to, or be unlikely to be able to, satisfy any of its obligations in relation to this Agreement from the financial resources available, or likely to be available, to it, at the time the obligation is due.
- 29.11 The provisions of the Schedules are terms of this Agreement and therefore are enforceable in accordance with their terms.

SCHEDULE B

COMMITTEE - RULES

1. Name

The name of the Committee is THE DONNYBROOK SCHOOL COMMUNITY RESOURCE LIBRARY MANAGEMENT COMMITTEE (**Committee**).

2. Functions

Subject to mutual directions from the Shire and the Minister and subject to the Agreement to which these Rules are annexed (**Agreement**), the Committee's functions are:

- 2.1 To facilitate the management and control of the Library by the Shire and the Minister according to the terms of the Agreement.
- 2.2 To undertake the overall planning and management of the Library in accordance with the requirements and policies of the Shire and the Minister.
- 2.3 To develop community awareness of the potential and the limitations of the Library and to facilitate communication between users of the Library the Shire and the Minister.
- 2.4 To make recommendations to the Shire and the Minister on the standards of facilities and services provided by the Library.
- 2.5 To assist in the preparation of an annual operating budget to satisfy the requirements of the Shire and the Minister having regard to the prime objectives of providing a coordinated and comprehensive library resource and community resource service.
- 2.6 To provide specific policies and guidelines for the Library staff to follow and together with the Librarian to design and implement a method of acquisition storage control and issue of all materials held in the Library.
- 2.7 To make the maximum use of all the resources of the Library (including staff) in order to provide the best possible service to all users of the Library .
- 2.8 To assist in the natural assimilation of the Library into the School and the community of the Shire.

3. Powers of the Committee

The Committee may:

- (a) advise the Minister and the Shire on the selection and appointment of the Librarian;
- (b) make recommendations to the Minister and the Shire relating to other library staff of the Library;
- (c) where applicable endorse the duty statement of any member of the staff of the Library;
- (d) liaise and accept additional materials offered to the Library by way of community donation; provided that such donations conform to the Libraries Selection Guidelines; and
- (e) with the prior written approval of the Minister and the Shire establish advisory committees to include community users of the Library and prescribe the functions of those committees.

4. Method of Operation

- 4.1 The Committee shall elect a Chairperson and a Deputy Chairperson who shall hold office for 1 year and preside at all meetings of the Committee. In the absence of the Chairperson, the Deputy Chairperson shall act as Chairperson at that meeting.
- 4.2 The quorum necessary for the transaction of the business of the Committee shall be 4 members which must include 2 representatives of the Minister and 2 representatives of the Shire.
- 4.3 Each member has one (1) vote and the Chairperson shall not have a casting vote.
- 4.4 If any member is unable to attend a particular meeting that member may appoint a proxy to attend that meeting on that member's behalf by giving written notice of the appointment to the Chairperson or the Librarian at least 7 days before the relevant meeting. The member must nominate in the notice whether the proxy will have voting rights.
- 4.5 In the case of a voting deadlock the matter shall be referred to the Minister and the Shire for consideration and direction.
- 4.6 The Committee shall meet at intervals of no greater than 6 months and shall prepare and furnish to the Minister and the Shire as soon as practicable after the last day of each calendar year a report in writing of the operations of the Facilities during that calendar year.
- 4.7 The Committee may prescribe its own procedure for the day to day running of its affairs but such procedure shall not contravene these Rules,

any legislation or other law, or the policies bylaws or regulations of the Minister or any right power authority or duty conferred or imposed on the Minister or the Shire or any person acting under the authority of either including (without limiting the generality of the foregoing) the Principal and the CEO.

- 4.8 The Librarian shall be the Committee's executive officer and shall attend meetings and facilitate the keeping of accurate minutes of all business transacted at the meetings, but shall not be entitled to vote. Minutes of each meeting shall be forwarded to the Principal and the CEO and each member of the Committee not later than 2 weeks after each meeting.
- 4.9 The Librarian will be responsible to:
- (a) the Principal for the provision of those resource Library services to the School as have been authorised by the Committee; and
 - (b) the Shire or the Shire's nominee for the provision of those resource Library services to the general community as have been authorised by the Committee.
- 4.10 The Committee shall not -
- (a) handle any money; or
 - (b) undertake any obligation involving the expenditure of money without the prior written approval of the Minister and the Shire or (in a case involving expenditure of money by only one of those Parties) the prior written approval of the Minister or the Shire as the case may require.

5. Definitions

Unless the context otherwise requires, in these Rules all words and phrases shall have the same meanings as those ascribed to them in the Agreement.

EXECUTED by the Parties.

SIGNED for and on behalf of the)
MINISTER FOR EDUCATION by)
JAY TIMOTHY PECKITT)
A/Deputy Director General of the)
Department of Education,)
the officer delegated this authority)
pursuant to section 230 of the)
School Education Act 1999 (WA))
in the presence of)

____/____/____

Witness signature

Witness Full Name (Please print)

Witness address (Please print)

Witness occupation (Please print)

THE COMMON SEAL of the)
SHIRE OF DONNYBROOK-BALINGUP)
was hereunto affixed in the presence of:)

Chief Executive Officer

Shire President



Department of
Primary Industries and
Regional Development



REGIONAL ECONOMIC DEVELOPMENT (RED) GRANTS

Guidelines

Supported by the State Government's Royalties for Regions Program

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1. OVERVIEW

The RED Grants program is a State Government initiative that invests in community driven projects that contribute to economic growth and development in regional Western Australia.

The State Government's Royalties for Regions program has invested over \$28.8 million towards the RED Grants program.

Eligible applicants can apply for RED Grants funding of up to \$250,000 for individual projects.

2. INTRODUCTION

These Guidelines contain important information for applicants about the Regional Economic Development (RED) Grants Program.

The nine Regional Development Commissions (RDCs) will deliver and implement funding rounds for the RED Grants Program within their region. The Department of Primary Industries and Regional Development (DPIRD) will oversee delivery of the overall Program.

Round Two

Applications open: 11 July 2019
Applications close: 13 September 2019

After reading the Guidelines, you should contact the relevant RDC to discuss your project prior to submitting an application for funding. Contact information:

RDC	Telephone	Email	Web Address
Gascoyne	9941 7000	info@gdc.wa.gov.au	www.gdc.wa.gov.au
Goldfields-Esperance	9080 5000	grants@gedc.wa.gov.au	www.gedc.wa.gov.au
Great Southern	9842 4888	gsdc@gsdc.wa.gov.au	www.gsdc.wa.gov.au
Mid West	9956 8593	mwdcgrants@dpiird.wa.gov.au	www.mwdc.wa.gov.au
Kimberley	9194 3000	gpo@kdc.wa.gov.au	www.kdc.wa.gov.au
Peel	9535 4140	grants@peel.wa.gov.au	www.peel.wa.gov.au
Pilbara	1800 843 745	grants@pdc.wa.gov.au	www.pdc.wa.gov.au
South West	9792 2000	info@swdc.wa.gov.au	www.swdc.wa.gov.au
Wheatbelt	9622 7222	royaltiesforregions@wheatbelt.wa.gov.au	www.wheatbelt.wa.gov.au

Note: Where funding is sought for projects across multiple regions, applicants will be required to submit separate applications to each RDC, as they will be assessed independently. Details of each regional component and the amount of funding sought for the entire project will need to be included in their applications. Applicants should seek advice on their project proposal with each RDC where funding will be sought, prior to the submission of an application.

3. OBJECTIVES AND SCOPE

The RED Grants Program provides funding to support locally driven projects that will contribute to economic growth in regional communities.

The objectives of the RED Grants Program include:

- Sustainable jobs growth;
- Increasing productivity;
- Expanding or diversifying industry;
- Developing skills or capabilities;
- Attracting new investment in the region.

For clarity on addressing these objectives please refer to the application form.

4. ELIGIBILITY CRITERIA

Who is Eligible?

To be eligible for RED Grants funding the applicant must have an Australian Business Number (ABN), and be one of the following entities:

- A local government.
- A not for profit organisation that is a legal entity.
- Australian registered business.
- Industry association, cooperative or business group
- Incorporated body, or have equivalent status (i.e. represented by an incorporated auspicing body).
- Universities or training institutions (under collaborative arrangements with third parties).

Who is not Eligible?

You are not eligible to apply if you are:

- A State or Federal Government Agency.
- Government Trading Enterprise (GTE)
- School or hospital.
- A Trust.

What is not Eligible?

Items that are **not** eligible for funding include:

- Ongoing costs incurred after the project is completed (e.g. operating and maintenance costs)
- Retrospective payments or expenditure incurred prior to execution of a RED Grants agreement.
- Existing staff salaries.
- Operational overheads (such as rent, insurance, telephone etc.).

5. ASSESSMENT CRITERIA

Applicants should demonstrate:

- How their project meets at least one of the economic growth and development objectives:
 - Sustainable jobs growth.
 - Increasing productivity.
 - Expanding or diversifying industry.
 - Developing skills or capabilities.
 - Attracting new investment in the region.
- Local partnerships and collaboration including co-investment/supported by key regional stakeholders.
- Delivery of local content outcomes.
- Alignment with regional priorities.
- A wider economic development benefit.
- A minimum 50% matching cash contribution to the project (not-for-profit organisations will be assessed on a case by case basis).
- The capacity to undertake and complete the project (past grant experience, project management and governance structure, experience of key personnel, project risk identification and mitigation);
- The capacity to meet ongoing operating and maintenance costs following the conclusion of the grant funding (if applicable).
- For businesses applying for funding, demonstration of financial capacity and sustainability including two years of audited financial statements.

Local content

Applications must address what the project means for the local community/region in relation to jobs and economic activity.

Preference will be given to projects that demonstrate:

- Building the capability of local suppliers, and the opportunity for regional businesses to supply items/services for the project;
- Increased regional employment and regional business participation through subcontractors, suppliers, apprenticeships and traineeships;
- Support for emerging or new industries in the region, promotion and awareness of local industry/businesses; and
- Benefit to the regional economy through any other identifiable means.

Local Content Advisors (LCA) are in place at the RDCs to provide guidance to applicants in addressing local content in their applications.

You can contact your nearest Local Content Adviser at the following Regional Development Commissions:

Gascoyne

Email: local.content@gdc.wa.gov.au

Ph: (08) 9941 7000

Peel

Email: local.content@peel.wa.gov.au

Ph: (08) 9535 4140

Goldfields/ Esperance

Email: localcontent@gedc.wa.gov.au

Ph: (08) 9080 5000

Pilbara

Email: local.content@pdc.wa.gov.au

Ph: 1800 843 745

Great SouthernEmail: local.content@gsdc.wa.gov.au

Ph: (08) 9842 4888

South WestEmail: local.content@swdc.wa.gov.au

Ph: (08) 9792 2000

KimberleyEmail: localcontent@kdc.wa.gov.au

Ph: (08) 9194 3004

WheatbeltEmail: local.content@wheatbelt.wa.gov.au

Ph: (08) 9622 7222

Mid WestEmail: local.content@mwdc.wa.gov.au

Ph: (08) 9921 0725

6. ASSESSMENT AND DECISION MAKING PROCESS

The assessment process for RED Grants involves the following:

- RDCs will undertake an assessment of all applications on a competitive, merit based process
- Pending eligibility, each application will be assessed against the criteria outlined in section 5 by the RED Grants assessment team in each region.
- Recommendations will be submitted to the Minister for Regional Development for final approval.
- All Applicants will be advised of the outcome of the assessment process.
- Grant Agreements will be developed and executed with successful applicants.

Applicants should note that the assessment process could take up to six (6) months which should be considered during project planning. Each RDC reserves the right to request more information to clarify aspects of the application.

7. HOW TO APPLY

All information and application details for the RED Grants program is located on each of the RDC websites. Links to websites and contact details for RDCs are provided in Section 1 of these Guidelines.

Please contact staff at the relevant RDC to discuss your application and project prior to submission.

8. PERSONAL INFORMATION AND DISCLOSURE OF INFORMATION IN APPLICATION

Applicants are informed that DPIRD and RDCs are subject to the *Freedom of Information Act 1992 (WA)*, which provides a general right of access to records held by State Government agencies and local governments.

Applicants are advised that information pertaining to the receipt of State Government financial assistance will be tabled in the Western Australian Parliament. This information could include the name of the recipient, the amount of the assistance, the name of the project and a brief description thereof. This could result in requests for more details to be released publicly.

Successful applicants should be aware that their organisation's name, project name and amount of funding approved will appear on the relevant RDC's website.

Each RDC reserves the right to discuss an application with a third party if it is deemed necessary

to assist in assessing the application.

9. CONDITIONS AND OBLIGATIONS THAT APPLY TO SUCCESSFUL APPLICANTS

All projects must be approved and grant agreements executed prior to project commencement. No retrospective payments will be made. Progressive payments may be made where applicable and subject to the applicant providing the relevant RDC with:

- Sufficient information (including a written report) on the agreed milestones to indicate that the project is progressing satisfactorily.
- A statement of income and expenditure for the project to the date of the progressive payment claim, signed by the applicant's Chief Executive Officer or equivalent position. The statement should include details of eligible project expenditure compared to budget.

Before receiving funds, successful applicants are required to enter into a Grant Agreement which will outline the conditions of the grant. The grant agreement must be signed and returned to the relevant RDC within sixty (60) days of the date of issue.

As a condition of funding, all grant recipients are required to provide a detailed final acquittal report to the relevant RDC within twelve (12) weeks of the completion of the project. For projects receiving funding of more than \$50,000, the final report is to be audited by an independent auditor, unless advised otherwise.

Acquittal requirements for grant recipients will be specified in the grant agreement.

10. TAX INFORMATION

Funding provided to recipients under the RED Grants is regarded as payment for a supply. GST-registered grant recipients will therefore be liable for GST in connection with the grant. The grant will be increased by the amount of GST payable. Recipients must provide a tax invoice for the GST inclusive value of the grant.

If you are not registered for GST please discuss with the RDC.

11. CONFLICTS OF INTEREST

Each RDC reserves the right to not support an application if it is not satisfied that adequate arrangements are in place to appropriately address and manage a perceived or actual conflict of interest.

WARREN BLACKWOOD

Sub-regional growth plan 2019



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FOREWORD

The Warren-Blackwood sub-region is situated in heart of Western Australia's South West. This Growth Plan is the demonstration of collaboration between the Shires of Bridgetown-Greenbushes, Boyup Brook, Donnybrook-Balingup, Manjimup and Nannup to develop a framework which provides a strategic overview of sub-regional economic and social priorities.

Driven by a shared vision to ensure the Warren-Blackwood maintains and develops its status as a safe and desirable area to live, work and play – this document shows the global changes impacting at a sub-regional level and highlights the resources, skills and opportunities within the area. It is linked to localised planning and development documents and aligned to the SW Regional Blueprint and State development priorities. By identifying sub-regional issues and highlighting core requirements to underpin growth and sustainability, it will assist facilitate and leverage current and emerging development and funding opportunities.



To collectively advocate for, and support, the sustainable economic and social development of the Warren Blackwood to ensure provision of quality services, facilities and amenity whilst retaining the iconic and appealing characteristics of each district.

MEGATRENDS – GLOBAL TRENDS WITH LOCAL IMPLICATIONS

Urbanisation: The shift away from rural areas to cities globally is increasing, with the majority of Australia’s population already living in urban areas. Factors such as economic security and the appeal of the facilities and services in new and growing settlements drive this movement. Whereas Australian settlements have traditionally been lower density, with dispersed urban and suburban areas reliant on car travel, there is an increase in the popularity of more densely populated towns and cities, particularly in inner city areas, with more efficient public transport systems. Changes to the density of population are also impacting housing styles and sizes, with reductions in urban lot sizes and an increased focus on eco housing and ‘green’ building practices.

Demand for adaptable and healthy built environments, with a focus on safe and accessible dwellings, public facilities, community spaces and travel networks is expected to increase. Urban and land use planning will need to be flexible and integrate changing technologies.

Health and Ageing: The entire developed world is experiencing the same trend where the aged demographic is a greater proportion of the overall population. Australians are living and remaining active for longer. Whilst our ageing population provides a wealth of knowledge, skills and experience, this megatrend will impact lifestyles, demand for services, the structure and function of the labour market and domestic growth areas. Nevertheless, it is expected that simultaneous evolution of improved technology and a qualified, experienced population will provide opportunities for older generations to continue to actively contribute to the economy and communities. Australia’s investment in prevention and public health has been shrinking, with significant implications to rural and regional areas.

The capacity to age-in-place and growing demand from older Australians for convenient access to a range of health and other services is anticipated to continue. The ability for people to remain in their own homes as they age for as long as they are able will influence the nature and provision of personal care, transport systems and house design. Security and proximity to facilities will be primary considerations, as well as the availability of high-care facilities when staying at home is no longer an option and the quality of care these institutions provide. Connectivity to enable retention of established relationships and the development of new ones will also be a priority.

Resource availability: The Earth’s supply of natural resources, including minerals, energy, water and food is not infinite. Careful planning and management of resource supply, use and distribution will be necessary to optimise the use of resources in light of increasing competition and demand. It is expected that a greater focus on renewable and recycled resources will fall-out of this dependency.

Mineral deposits and the mining industry are key economic drivers in Australia however as these deposits are exhausted alternate metal supplies will need to be sourced. Energy consumption, sources, distribution and protection are key considerations for future development and sustainability, with a forecast 35% increase in demand for energy expected in Australia by 2030. Water consumption is also expected to rise 42% by 2026. As water security, allocation and accessibility influences habitation and food production, long term changes to rainfall patterns across Australia could impact existing and developing settlements. With a national average annual rainfall of only 465mms, water management will become critical in supporting sustainable communities and productivity.

Demand for energy continues to increase. Shifting focus to renewable energy sources and developing more sustainable waste management systems and self-sufficient 'off-grid' power and power storage options for buildings, precincts and public infrastructure in regional and remote areas reduces reliance on traditional energy sources and encourages sustainable growth. Green building design which reflects local environmental conditions has the capacity to integrate passive solutions and actively mitigate the restrictions of traditional service-reliant development.

Habitats and Biodiversity: Many of the world's natural habitats, plant and animal species are in decline or under threat of extinction. Australia is recognised as one of 12 megadiverse countries worldwide which together contain approximately 75% of the Earth's total biodiversity. Changes to rainfall patterns, rates of land clearing and the degree to which flora and fauna can be protected all impact biodiversity and ecosystems. As the majority of Australia's population is concentrated in the more fertile and temperate areas of the country, population growth will increase pressure on natural habitats and will need to be managed carefully. Ways to mitigate or reverse the effects of human activity on the natural environment such as careful land management, protection of valuable ecosystems, carbon sequestration, eco-tourism and an increased focus on green spaces will need to be investigated and implemented.

Whether climate change is influenced by human activity and/or variability resulting from the Earth's natural processes, there is global acknowledgement that it poses a risk for human activity and natural systems. Encompassing changes to weather patterns, average climate and the frequency and intensity of severe weather events, the implications are significant. Improvements in planning, building and infrastructure design to address the anticipated impacts of climate change are continuously evolving. The vast proportion of Australia's population lives within 50kms of the coast, with many cities, towns and critical infrastructure located along the coastline. Coastal settlements and urban fringe settlements near bushfire hazard areas are particularly vulnerable to the effects of sea-level rise and wildfire. The flow-on effects from coastal inundation of settlements have the capacity to impact productive land availability and ecosystems. Drought poses an additional threat nationwide. Hotter, drier conditions increase the regularity of high fire-risk days and the length of fire seasons.

Disaster resilience will rely on strategic planning to assess disaster vulnerability, identify ways to mitigate the risk of natural and unnatural disaster and/or lessen the impact of disasters when they occur.

Global Trade and Ecommerce: The global sharing of information is changing the face of the business world – disrupting traditional models and impacting consumption patterns. Encompassing not only trade in goods and services across the internet but also new ways of doing business and communicating with customers, suppliers and partners, E-commerce has been touted as an economic lifeline for rural and regional Australia. It offers businesses a cost effective way to expand into global markets, reduce transaction costs by dealing directly with suppliers and customers and streamline business processes. Skilful use of the Internet also creates opportunities for businesses and communities to present a regional image to the world and is a vital tool to not only sell but also engage – actively facilitating global business interest and encouraging the development of new products and services. Mobile devices are playing an increasing role in the mix of E-commerce.

The powerhouses of the new world economy are in Asia, specifically China and India. The expected transition from poverty of populations in South America and Africa will also have implications for world trade. This economic shift will create opportunities for new export markets, trade relations, business models and cultural ties for Australia.

Infrastructure: The demand for quality physical structures and facilities across cities and regions, including transport systems, energy, water and telecommunications networks continues to increase. Infrastructure affects productivity and quality of life, with both economic and social infrastructure (eg: schools, hospitals and emergency services) required to support prosperity and liveability. Review and optimised utilisation of existing infrastructure, combined with a focus on evolving technologies and comprehensive strategic planning will be critical.

Connectivity: Continually evolving technology is driving change across industry and society. Propelling communication and information transfer, connectivity continues to be a priority need and expectation for learning, entertainment and socialising. Demand for wireless access to support business management, emergency services, government service-provision and health care, as well as Wi-Fi in public spaces remains high. The integration of smart technology infrastructure into future development and retrofit of existing developments is already underway. Accessibility, affordability, speed and technology convergence will remain key drivers.

Service Provision: Expectations for high-quality service provision (consumer, societal, demographic and cultural) and advancements in digital technology have resulted in increased pressure for retail sector and human service delivery. The service industry makes up over 70% of Australia's GDP and dominates the economy, representing over 79% of the labour force. Providing connectivity is available and adequate, it is possible to access a range of services remotely that would be otherwise unavailable in some regional areas. This provides new opportunities and challenges as with improved access to a wider range of services comes greater competition from distant providers offering the same, if not more, services than those available locally. The degree to which virtual service provision is able to address regional needs is entirely reliant on the ICT capability of the local area and wider region.



**Rapid
Urbanisation**



**Climate Change
and
Resource Scarcity**



**Demographic
and
Social Change**



**Technological
Breakthroughs**



**Shift in Global
Economic
Power**

ASSETS & OPPORTUNITIES

“The Warren-Blackwood Region is a rich and diverse area; in many ways it is a regional icon of the State. It is renowned for its high karri forests, diversity of vegetation, the remote south coast, and its topography and landscape variety. The area is highly productive in terms of agriculture, forestry and mining and has been a main contributor to the development of the State’s economy. These natural assets and its close proximity to the Perth metropolitan area have also made it a popular tourism and recreation destination, with it being increasingly recognised as a desirable place to live.” (*Alannah MacTiernan -Warren Blackwood Rural Strategy*)

Safe Communities – with smaller, more connected populations and a strong sense of community pride, the towns and settlements in the Warren Blackwood are proud of their cultural diversity, inclusiveness, low crime rates and commitment to the health and wellbeing of the people who live in them.

Affordable housing – the housing market in the region is positive, with median prices remaining stable with a general upward trend in the larger towns. Property prices fall well under the metro median and offer a wide selection of block size and housing-style options.

Agribusiness – agricultural production remains a cornerstone of industry within this region. There is a wealth of opportunity to further develop productivity and sustainability through responsible land practices, integrated technology and careful management of natural resources. Recognised as a ‘food bowl’ of the State and home to some of Australia’s premium and niche-market produce, the region continues to develop its profile for high quality products and genuine provenance.

Emerging economic opportunities – a booming demand for lithium is driving expansion of mining operations within the region, offering direct and indirect opportunities. Technological advancements in resource management and optimising yield continue to support the development of new and more sustainable industry. The rapid evolution of information and communications technology has seen a greater focus on e-business and a growing demand for e-change (rural lifestyle, global connectivity).

Lifestyle and natural beauty – whether situated beside rivers, nestled in valleys, aloft hills affording breathtaking views, surrounded by forests or hugging the coast, the diversity of options to live and work surrounded by nature appeals on so many levels. With lifestyles to match the rich tapestry of towns, offering everything from quaint charm to modern amenity, there is something for everyone.

Tourism – given the region’s ample assets and proximity to internationally-recognised State tourism destinations, there are many opportunities to further develop across the spectrum of tourism, including agri- and aqua-tourism, eco-tourism, cultural and cuisine tourism. Recognised for the seasonality of the landscape and quality food and wine offerings, the base is already well-established.

Educational opportunities – although it is not realistic to expect investment in tertiary education centres in small communities, the region is well-provided for with regard to primary and secondary education. There is also a strong focus on pre-school service provision. Technology is driving change in educational delivery and access, reducing the limitations of living and learning in regional areas.

SOCIAL CAPITAL

Social capital represents both economic and cultural capital. The knowledge and skills, education, awareness and shared values of its population all contribute to the Warren Blackwood's significant assets in this area. Identified by many as a 'sense of community' or a feeling of 'belonging', it is demonstrated tangibly through the participation, support, acceptance and connectedness which typify the region. With a population of over 40,000, the Warren Blackwood features welcoming, safe environments and low crime levels with a skilled and educated workforce.

Prior to European settlement, the Warren Blackwood was inhabited by the Noongar people who retain their cultural heritage and community links throughout the region. Subsequent settlement has added to the rich tapestry of cultural diversity and recognition. Lower population densities and smaller settlements, a shared understanding of the complexities of rural living and active community support networks provide a high-degree of social capital within the Warren Blackwood.

It is understood that the demands of day-to-day life affect involvement with community groups, voluntary organisations and the time to mix with family, friends and neighbours. The rapid evolution of 'social' media, which supports virtual connectedness and has the capacity to address some issues of distance and isolation, is not a replacement for physical and social interaction. With learning, leisure and communication becoming more individual activities, ensuring the provision of high-quality and flexible educational, wellbeing and recreational facilities and services remains a key focus in the region.

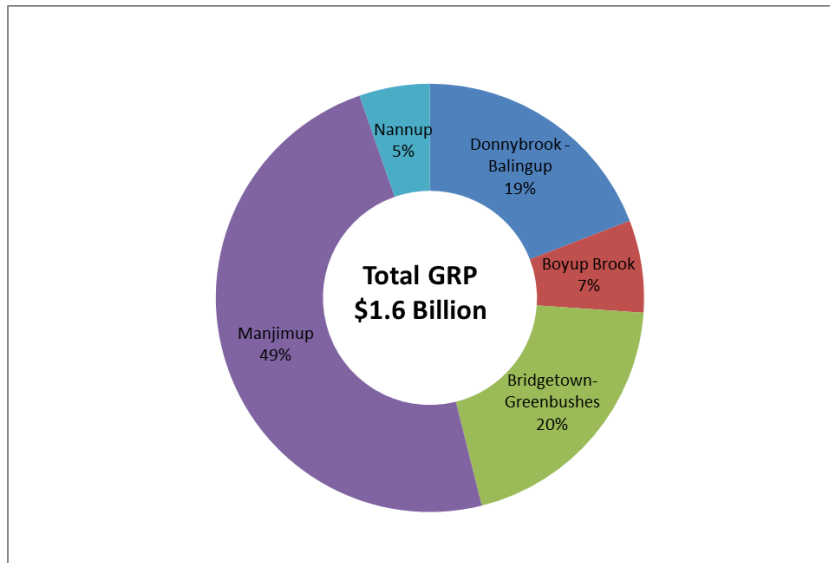
Projects and initiatives that support inclusion, engagement and access are given high priority. It is important to the residents of this region that health and education standards are maintained to encourage and retain population. Whilst it is understood, and often encouraged, that school leavers move away – they are encouraged to return, bringing the benefits of experience and knowledge gained elsewhere. The capacity to age in place, retaining established relationships and remaining close to family and friends, is key and demonstrated in the demographics and demands of the region.

The region regularly delivers a wide range of large and small events, celebrating all aspects of community. Many of these are organised and managed by dedicated community groups, not-for-profit associations and volunteers. Volunteerism is fundamental to the ongoing viability of many regional community and emergency services and participation is highly regarded.



GROWTH DRIVERS & ENABLERS

With average annual population growth and a strong, diversified economy, the South West region's contribution to Western Australia's Gross State Product has remained steady at around 5% over the last seven years. The region remains a preferred place to live with the most recent 'Living in the Regions' survey indicating that of all the regions in WA, the South West was highest in a number of categories which included happiness, lifestyle and safety.

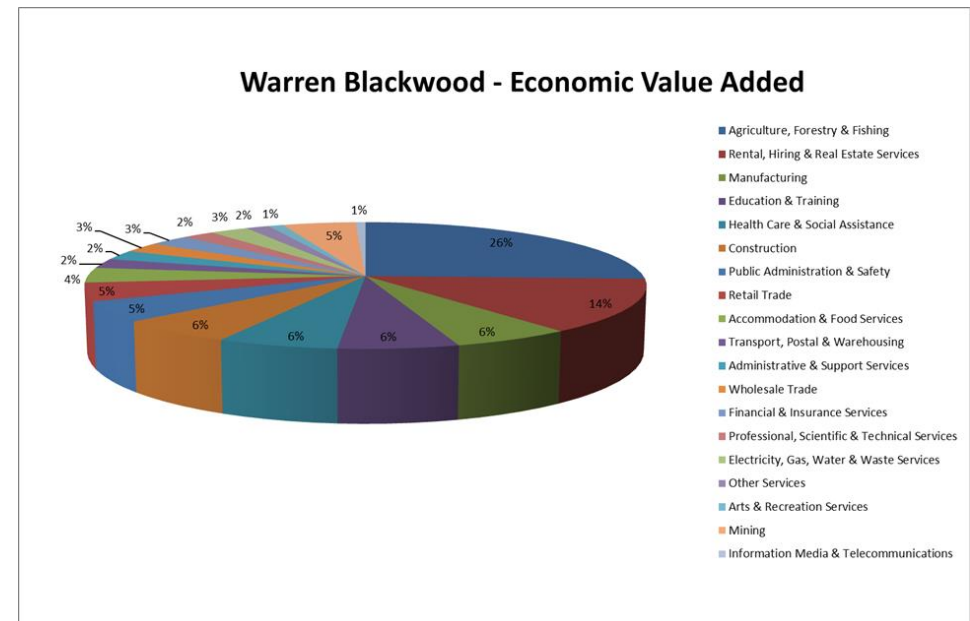


Mining and mineral processing remains the largest industry contributor to SW gross regional product and industry employment. Growing sectors of industry employment include services provision, transport and construction. Accessibility to export facilities, including the Bunbury Port, is a key factor influencing growth.

The Warren Blackwood comprises predominantly agriculture-based industries, although mining is significant and timber and tourism add extra value. In 2017 the Warren Blackwood's Gross Regional Product (GRP) was valued at \$1.6 billion. Of this amount, the Shire of Manjimup accounted for 49% of the total GRP followed by the Shires of Bridgetown-Greenbushes (20%), Donnybrook-Balingup (19%), Boyup Brook (7%) and Nannup (5%). Manjimup generates significant agricultural production, marking it as the second largest food production locality in Western Australia. Areas of opportunity for future growth remain in the inland areas of the Warren Blackwood which has comparative advantages in horticulture and beef production.

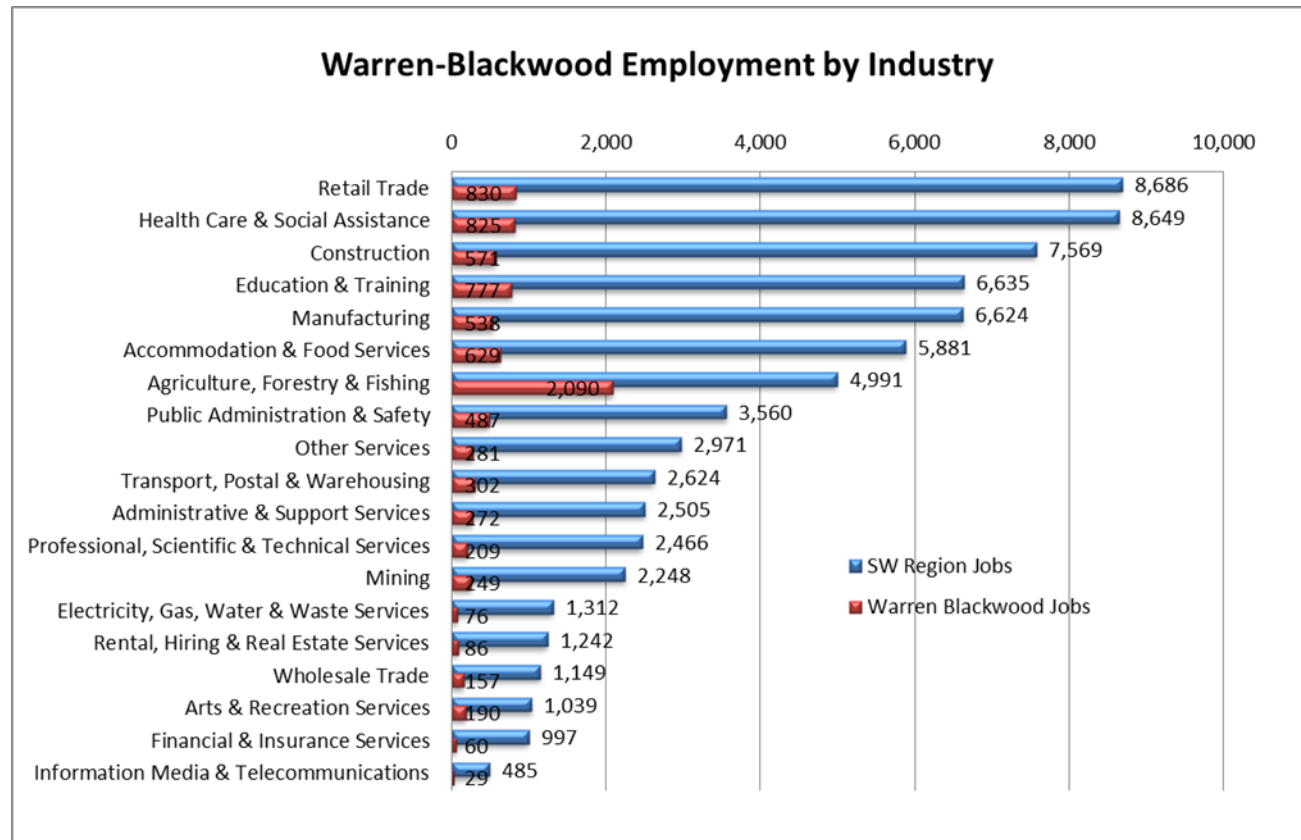
Whilst the timber industry no longer represents the economic value it previously did in this region, timber from regrowth hardwood forests and softwood plantations remains significant for the sawmill and woodchip industries. Renewable energy from biomass and higher yield activities such as veneering has the capacity to increase economic value going forward.

Increased world demand for lithium and tantalum has benefited mining operations at Greenbushes and is expected to have a flow-on economic benefit to surrounding towns and the wider region.



COMPARATIVE ADVANTAGE AND BUSINESS COMPETITIVENESS

Already dubbed the Foodbowl of the SW, with industry specialisations of state significance, there is widespread recognition of the role that agriculture currently plays, and has the capacity to play, in the Warren-Blackwood. From primary production through to an increasing focus on niche markets, value-add products and the streamlining of processing and transport options, the region is determined to develop its comparative advantage. The global demand for increased food production and the rapid development of the Asian region are also expected to drive growth in this area. Quality assurance and provenance are key consumer concerns and the Warren-Blackwood is well positioned to leverage off its reputation for ‘clean and green’ produce.



Whilst industry employment data shows that the agricultural, forestry and fishing industries are major employers in the Warren-Blackwood sub region, the global megatrend of high employment in service industries is also reflected. Throughout the area construction, manufacturing and trades are also well-represented.

New technologies are enabling alternate practices to improve quantity and quality of yield and improved business competitiveness in the region. Capacity to take advantage of these opportunities relies heavily on ICT connectivity, broad-range access and strong networks of well-connected and maintained transport routes to distribution points and retail markets.

Tourism is a small but growing part of the economy, with the region building its profile as a travel destination, offering high quality experiences, including eco and agri-tourism.

REGIONAL FRAMEWORK AND PRIORITIES

INFRASTRUCTURE

Water

- Water security - Ensure the Warren-Blackwood has long term water security for agriculture, industry and domestic purposes.
- Wastewater management/sewerage - Replace existing onsite wastewater disposal systems in the urban areas of all Warren-Blackwood towns with reticulated sewerage systems.
- Water supply – Remove barriers to industry for the development of light industrial land by ensuring permanent long term water supplies are provided for all towns and settlements in the sub-region.

Roads

- Ensure State and local roads are of a standard that allows efficient transport of resources and produce whilst still providing safe transport routes for the community and visitors.
- Support the construction of road and rail linkages to the Bunbury Port capable of meeting export growth and distributing on a national scale.
- Develop a consolidated approach to gravel acquisition between State and Local Government and industry.

Rail

- Support investigation to establish the viability of reopening of the Picton to Greenbushes (and possibly further to Manjimup) rail line (and potential rail hubs) for the Talison Lithium project, timber products and horticultural produce.

Sea and Ports

- Support the region's freight and passenger connectivity to national domestic and international sea routes including a container loading facility.

Aviation

- Support the region's freight and passenger connectivity to national domestic and international air routes.
- Support upgrades to both Manjimup and Busselton airports.
- Support the Bunbury rescue helicopter service.
- Support the unrestricted access of the Royal Flying Doctor Service to all regional airports.

Energy

- Ensure there is access to sustainable, affordable energy supplies to support a growing region.

Digital capability

- Ensure the region is capable of communicating and transferring data to world standards.

Sustainability

- Act to mitigate, and adapt to, climate change and sustain the environmental qualities which are intrinsic to the character of the region.

INDUSTRY & BUSINESS

Supporting new business and building capability

- Support industry and market diversification and workforce development.
- Support development of the manufacturing, processing and service industries in the region, particularly where this aligns with expanding and emerging industry and/or development.
- Create sufficient land to encourage and generate employment across industry sectors.
- Encourage the development of the creative sector and lobby for supporting infrastructure.
- Connect indigenous culture with regional initiatives and opportunities through engagement with indigenous corporations.
- Support development of, and access to, international markets.

National and international recognition

- Support international tourism and industry (import/export).
- Support regional branding and regional marketing initiatives.

Tourism

- Increase tourism's economic contribution by encouraging increased visitation from intrastate, interstate and overseas markets.
- Build capacity and support the development of tourism infrastructure in core South West experiences of wine and food, art and culture, events, local experiences and landscapes.
- Support regional development of agri-food tourism experiences
- Encouragement of suitable short stay accommodation across the region to facilitate longer stays by larger groups

International Engagement

- Establish long-term international relationships particularly focussing on, but not limited to, the Asia-Pacific region.
- Encourage understanding of international business practices and cultural awareness.
- Support foreign student education.

PEOPLE, PLACE AND COMMUNITY

Affordable and adaptable housing

- Encourage lifestyle choices and stimulate population growth by supporting development of a mix of housing options at a range of settlement scales.
- Encourage strategies to remove barriers arising from the "inland coastal divide" observed for property development in the South West.
- Support the development of fit-for-purpose housing developments to meet needs within the region.

Active ageing

- Support the capacity of the region to enable people to remain in their communities (age in place) and transition to appropriate care as required.
- Encourage active ageing by supporting a range of activities and initiatives focussed on engagement and inclusion.

Urban renewal/Town growth

- Leverage recent investment in regional growth centres to pursue additional government funding and boost private sector interest.
- Identify opportunities for neighbouring towns to leverage from regional growth centre developments.
- Develop town site growth plans to encourage economic and social development of towns and the region.

Education & training

- Advocate for regional capacity to deliver high quality primary, secondary school and tertiary education across a range of sectors.
- Support training based on innovative models of service delivery that can rapidly adapt to changing industry needs.

Emergency Response

- Advocate for local and regional capacity to deal with natural events including storm, fire flood, tidal surge and earthquake.

Health & wellbeing

- Advocate for hospital, General Practitioner, Primary Health Care and Ambulance services which have the capacity to meet regional demand.
- Advocate for access to primary health care programs that address general health, drug and alcohol abuse, mental health and obesity.
- Ensure the region has adequate, well-planned sports facilities and recreational spaces.

Community capacity and capability

- Support the provision of high quality health and human support services based in the community.
- Support volunteerism as a vital ingredient of community life.
- Foster strong, connected and cohesive communities.
- Support the development of community enterprises which encourage social and economic development.

Inclusion and engagement

- Support the development of safe, accessible communities.
- Recognise indigenous heritage and support indigenous engagement.
- Recognise diversity and support cultural awareness.

Leadership and collaboration

- Support the development of leadership capable of transitioning the region and driving regional growth.
- Encourage strategic development through collaboration and co-operation.

PRIORITY INITIATIVES

WATER

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Water Security - Irrigation for food production	Establish efficient systems for the distribution of fit-for-purpose irrigation water.	<ul style="list-style-type: none"> • Southern Forests Irrigation Scheme 	✓	✓	
Wastewater/Stormwater Management	Further develop infill sewerage in LGA's.	<ul style="list-style-type: none"> • Advocate for new reticulated sewerage/wastewater systems to service the town-sites of Boyup Brook and Northcliffe. • Complete reticulated sewerage systems in Bridgetown, Manjimup, Pemberton, Walpole, Nannup and Donnybrook. • Prepare and implement stormwater plans for town sites. 	✓		
Water supply - Light Industrial Area	Where a reticulated water supply is not available in existing or proposed LIA's, alternate water supplies, such as bore supplies, are explored.	<ul style="list-style-type: none"> • Promote water pressure infrastructure that is maintained at a sufficient level to satisfy structural fire-fighting capability. • Provide underground and/or surface water capability to service light industrial areas. 	✓	✓	✓
Water supply - Town and Settlements	Permanent water supply solutions are investigated and implemented in towns and settlements in the sub-region.	<ul style="list-style-type: none"> • Continue to investigate and consider water catchment and re-use options for the sub-region. • Advocate that Northcliffe, Walpole and Quinninup are provided with dedicated water supplies or form part of a permanent interconnected water system. • Advocate for the delivery of a domestic water pipeline from Greenbushes to Kirup. • Develop solutions to ensure the water storage capacity of dams (eg: Glen Mervyn, Dumpling Gully) are sufficient to meet community needs. 	✓		

ROAD

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Safe, efficient, interconnected transport networks – Regional road network	<p>Secure ongoing funding for local roads and bridges to contain accelerated depreciation arising predominantly from resource and produce haulage.</p> <p>Ensure regional road network supports effective tourism routes through the region.</p> <p>Freight routes from Scott River, Warren Blackwood and other agricultural sectors meet requirements for export of food/produce.</p>	<ul style="list-style-type: none"> • Complete the South Western Highway upgrades from Donnybrook to Walpole 	✓	✓	✓
		<ul style="list-style-type: none"> • Support Bunbury/Albany tourist route via Boyup Brook - upgrade Cranbrook Rd from the Kojonup Rd intersection, south to Albany Hwy. 	✓	✓	✓
		<ul style="list-style-type: none"> • Upgrade Graphite Rd, Coronation Rd, Brockman Hwy, Nannup-Balingup Rd and Maranup Ford Rd as strategic tourism roads. 	✓	✓	✓
		<ul style="list-style-type: none"> • Review (lowering) of speed limits on south Western Highway where the road runs through the town centres of Bridgetown, Donnybrook, Balingup and Boyanup due to increasing truck and vehicle movements on SW Highway. 	✓		
		<ul style="list-style-type: none"> • Upgrade Graphite Road and Perup Rd as strategic freight transport routes. 	✓	✓	
		<ul style="list-style-type: none"> • Upgrade the North Greenbushes Mill Rd, Old Vasse Rd, Milyeannup Coast Rd, Maranup Ford Rd and Governor-Broome Rd as high use commodity route roads. 	✓	✓	✓
		<ul style="list-style-type: none"> • Bolster Arthur River Road (trade and tourism) and Jayes Road (for trade). 	✓	✓	
		<ul style="list-style-type: none"> • Change status of Brockman Highway between Nannup and Bridgetown from a local road to a State arterial road. 	✓		
		<ul style="list-style-type: none"> • Change status of Graphite Road between Nannup and Manjimup from a local road to a State arterial road. 	✓		
		<ul style="list-style-type: none"> • Upgrade of Gold Gully Road to support tourism traffic. 	✓		
		<ul style="list-style-type: none"> • Seek clarification on the Regional Roads Strategy. 	✓		
		<ul style="list-style-type: none"> • Identify Main Roads Forward Planning for the arterial route through the Warren Blackwood and develop a Sub-regional Roads Strategy. 	✓		

		<ul style="list-style-type: none"> • Monitor the safety of South Western Highway through Bridgetown, Balingup and Donnybrook town centres and fund improvements required to improve public safety. • Monitor the need for a bypass road in Bridgetown, Balingup and Donnybrook. • For improvement of safety in town centres, develop additional off-road car parking areas. • Advocate for increased expenditure on bridges in the sub-region. 	✓		
Gravel supply	Develop a collaborative strategic plan to source gravel from a variety of State and local sources.	<ul style="list-style-type: none"> • Advocate for access to State Government controlled land for gravel extraction. 	✓		

RAIL

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Safe, efficient, interconnected transport networks - Rail linkages	Advocate for the construction of rail linkages to the Bunbury Port and other State import/export hubs capable of meeting export growth and distributing on a national scale.	<ul style="list-style-type: none"> • Support the re-opening of the Picton to Greenbushes rail line for the Talison Lithium project and other products/services as applicable if deemed viable. • Note potential impacts to existing road infrastructure and traffic management (eg: stacking distances) if rail is deemed viable. • Advocate for alternative options to address congestion and cater for increased volumes of road use if rail corridor option is not deemed viable. • Seek clarification from State Government re strategy for long-term rail use to identify alternate uses of the rail corridor where applicable. 	✓		

SEA

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Safe, efficient, interconnected transport networks	Support expansion of Bunbury Port and transport connections.	<ul style="list-style-type: none"> • Development of container loading facilities within the region. • Support improved transport infrastructure feeding the Bunbury Port. 	✓	✓	✓
			✓	✓	✓

AIR

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Safe, efficient, interconnected transport networks	<p>Support development of Busselton Airport as a key economic development project for the south west region with significant opportunities for exporting of agricultural produce and direct delivery of intra state tourists.</p> <p>Support upgrade to Manjimup airport.</p> <p>Continuation of funding (long term commitment) for rescue helicopter based in Bunbury.</p> <p>Support the unrestricted access of the Royal Flying Doctor Service to all regional airports.</p>	<ul style="list-style-type: none"> • Connect local industry with the economic strategy underpinning the Busselton airport expansion. • Widen existing runway seal at Manjimup Airport to 30 metres to cater for larger aircraft. • Ensure all regional airports have the capacity to receive and supply emergency service aircraft. 	✓		
			✓		
			✓	✓	✓

ENERGY

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Sustainable energy -supply	Support the development of alternate, economically sustainable energy opportunities to improve local resilience and decrease reliance on the South West Interconnected Grid.	<ul style="list-style-type: none"> • Partner in regional or sub-regional studies into innovative energy generation. • Provide support for biomass projects. • Support the implementation of solar collectors on Shire and community infrastructure to reduce ongoing costs. • Support the retrofit of street lighting to LED/solar type to reduce operational costs and improve sustainability. • Advocate for reduced running costs to be reflected in Western Power pricing/charging structure. • Support the development of a fund to support regional energy efficiency. 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p>

DIGITAL CAPABILITY

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
High capacity digital communications	<p>Support rollout of NBN or equivalent high capacity Broadband for local communities.</p> <p>Advocate for consideration of multiple NBN options before a solution is implemented, including fixed wireless options for areas fringing town sites.</p> <p>Boost availability of free WiFi access to support tourism in town centres.</p>	<ul style="list-style-type: none"> • Advocate for Fibre to the Node (FTTN) NBN services in all town-sites. • Advocate for Wireless NBN for settlements and fringe areas of town-sites. • Provide free Wi-Fi in town precincts. • Identify and address Warren Blackwood blackspots. • Reiterate need for digital capability to support new and evolving businesses. 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>		

Mobile coverage	<p>Support construction of phone towers as identified with emergency services requirements and major arterial roads identified as a priority.</p> <p>Advocate for consideration of multiple mobile coverage options before a solution is implemented.</p>	<ul style="list-style-type: none"> • Lobby state and Federal Governments to continue the “Blackspot” funding program for poor reception areas with significant potential to be exposed to emergency events. • Advocate for the elimination of black spots along arterial roads. 	✓	✓	
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SUSTAINABILITY

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Sustain environmental qualities	<p>Ensure the region maintains its environmental and economic values and meets aspirational growth targets in a drying climate and sea level rise.</p> <p>Collaborate with other South West Local Governments to produce a regional waste strategy that considers sub- regional options.</p> <p>Assist keep the region free of damaging environmental and agricultural pests and diseases.</p>	<ul style="list-style-type: none"> • Create a regional weed and pest strategy with funding support. • Carbon Capture storage – support the development of a carbon capture project to offset regional CO2 emissions. • Develop and implement targeted environmental projects (eg: Geegelup Brook Rehabilitation Plan). • Regional waste - build regional or sub-regional waste facilities capable of recycling and optimising management of waste to a forecast regional population of 500,000. • Advocate for financial and resource support to be provided for community conservation organisations. • Advocate for the upgrade and renewal of visitor experiences in protected areas, especially camping and attractions in National Parks and State forests. • Input into Regional Waste Strategy. • Input into Regional Waste to Energy Strategy. • Support the environmental sustainability of forests and waterways. • Support opportunities to embed zero waste into community infrastructure. 	✓	✓	✓

		<ul style="list-style-type: none"> Promote awareness in residents, tourism industry and visitors of the threat of pests and disease. 	✓	✓	✓
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LAND

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Land for industry	<p>Identify and advocate for supply of light industrial lots to support small business in all major towns.</p> <p>Lobby State Government to fund the Regional Development Assistance Program (Landcorp) to assist in the development of new light industrial areas in all townsites.</p>	<ul style="list-style-type: none"> Utilise appropriate and potentially vacant State Government leasehold sites for other industry opportunity. Support progression of regional saleyards. Develop light industrial areas. Work with Talison Lithium to identify light and service industrial opportunities for the private sector for servicing of their operations. 	✓ ✓ ✓ ✓	✓ ✓ ✓	✓
Land for residential purposes	Advocate for sufficient residential land in the region to meet future population growth.	<ul style="list-style-type: none"> Support the strategic implementation of residential land opportunities through Local Planning Schemes. 	✓	✓	
Land for community purposes	Ensure sufficient land and buildings are available for community purposes	<ul style="list-style-type: none"> Advocate for the re-use of State Government land and buildings such as Vacant Crown Land, old school sites and health precincts for fit for purpose community infrastructure and services opportunities. Advocate for partnership with State government to resolve tenure issues across existing and informal settlements (eg: Windy Harbour). 	✓ ✓	✓ ✓	✓

INDUSTRY AND WORKFORCE

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Capability & capacity building	Investigate opportunities for development of manufacturing, service and processing	<ul style="list-style-type: none"> Develop the Warren Blackwood sub-regional Prospectus. 	✓		

	<p>industries to support expanding and/or emerging industry within the region (eg: Talison Lithium, etc.).</p> <p>Recognise that large scale manufacturing opportunities are currently limited by a number of factors, including but not limited to available lot sizes, water pressure being inadequate to support fire hydrants in LIA's and the need for sustainable energy sources.</p> <p>Identify options and support initiatives which build capacity and capability in the manufacturing, processing and service industries.</p> <p>Leverage off the Talison Economic Analysis study.</p>	<ul style="list-style-type: none"> • Advocate for the State to lead the development of a regional economic development/jobs growth strategy. • Revitalize light industrial area infrastructure and appeal. • In partnership with Talison Lithium, investigate the opportunities and constraints associated with accommodating the current and future workforce and feed these results into future land use planning strategies and plans. 	<p>✓</p> <p>✓</p> <p>✓</p>	<p></p> <p>✓</p> <p></p>	<p></p> <p>✓</p> <p></p>
<p>Agriculture, Horticulture & Agricultural food processing</p>	<p>Support strategies focussed on market opportunities and value-adding</p> <p>Support programs which encourage, fund and implement innovation and technology across the agricultural sector.</p> <p>Support programs which encourage agricultural business and education awareness/development.</p> <p>Support development of the Southern Forests Irrigation Scheme proposal to increase amount of available land for food production and downstream processing.</p>	<ul style="list-style-type: none"> • Investigate an investment portfolio for a multi food processing centre. • Support produce-based festivals and the development of food trails. • Support new and emerging agricultural initiatives such as hemp production and avocado exporting. • Support financially viable initiatives that encourage economic sustainability in agriculture (eg: Scott River Strategy). • Support development of food trails connecting producers to consumer. • Promote awareness in agriculture, horticulture and associated industries of the value of the “clean, green” image of the South West, and advocate for constant vigilance and surveillance for exotic pests. 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p></p> <p>✓</p> <p>✓</p> <p></p> <p>✓</p> <p>✓</p>

	<p>Support development of food processing facilities for goods produced in the region.</p> <p>Support the development of a regional strategy identifying opportunities for intensive agriculture on a range of lot sizes.</p> <p>Support development of intensive agricultural industries where viable in the region.</p> <p>Input into strategy to identify and attract seasonal workers to meet demand.</p> <p>Refer and build upon Manjimup Agricultural Expansion Project and Premium Food Centre findings.</p> <p>Ensure that major food tourism events recognise whole of region suppliers.</p> <p>Assist to identify value-adding opportunities in the region.</p> <p>Advocate for the region's relative freedom of major agricultural pests and diseases.</p>				
Aquaculture	<p>Increase focus on aquaculture across the region.</p> <p>Support tourism and education development in the aquaculture sector.</p> <p>Support aquaculture export opportunities.</p>				

Forestry & timber processing	<p>Support development of the timber industry with focus on innovation, yield improvement, value-add and sustainability.</p> <p>Support opportunities for significant capital investment in technology and innovation in this sector.</p> <p>Support options which increase flexibility and security in this sector (eg: Forest Management Plan timeframe, ISG's).</p> <p>Support the bio-security of forest and plantation habitats in the sub-region.</p>	<ul style="list-style-type: none"> • Explore market opportunities in the native and plantation timber sectors. • Maintain access to timber resources available for processing. • Support the development of the proposed Regional Forest Industries Hub as part of the National Forestry Plan. • Promote innovation and efficiencies in forest management and log yield. • Advocate for State Government agency (FPC, DFES, DBCA & other relevant agencies) review of plantation methodologies. 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p>
Livestock and dairy	<p>Support access to facilities and industry growth.</p> <p>Identify additional processing and export opportunities in the South West to assist local primary producers.</p>	<ul style="list-style-type: none"> • Support development of a South West Regional Saleyards • Identify opportunities for growth in onshore processing of agricultural meats for exports. • Progress export opportunities for fresh milk through the Busselton Airport. • Investigate energy generation initiatives from dairy effluent. • Promote local dairy industry located in the region and leverage off existing facilities (eg: Bannister Downs). 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p>	<p>✓</p>
Mining	<p>Support the development of new and existing mining operations throughout the region.</p> <p>Work with industry to establish mutual benefits and address shared economic and social concerns.</p>	<ul style="list-style-type: none"> • Identify opportunities to leverage off local developments (eg: Talison expansion). • Assist promote community awareness of current and emerging mining developments. 	<p>✓</p> <p>✓</p>	<p>✓</p>	<p>✓</p>
Wine	<p>Advocate for regional recognition and promote the uniqueness of locally produced fruit and wine.</p>	<ul style="list-style-type: none"> • Promote recognition of local and regional wine associations. 	<p>✓</p>	<p>✓</p>	<p>✓</p>

Innovation	Support innovation in the manufacturing and processing sectors to increase economic development in the region.	<ul style="list-style-type: none"> • Support biomass opportunities. • Explore regional or sub-regional waste facilities which include technologies for energy. • Advocate for an innovation hub. 	✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓
Business development	Advocate for intra-regional and cross-regional business initiatives.	<ul style="list-style-type: none"> • Promote regional collaboration to optimise demand for local and regional products and services. • Support the growth of local businesses and business networks (eg: Chamber of Commerce). 	✓ ✓	✓ ✓	✓ ✓
Creative industries	<p>Support development of creative industries and promote awareness of the value of the creative sector to the region.</p> <p>Acknowledge the critical role ICT plays in the development of successful and sustainable creative industries and support ongoing focus on, and funding for, eradicating mobile blackspots and enabling high-quality digital connectivity throughout the region.</p>	<ul style="list-style-type: none"> • Support the development of a regional novice film making competition and screening event. 	✓		

NATIONAL AND INTERNATIONAL RECOGNITION

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Export Markets	Support the development of a strategic alliance between the South West and emerging cities in the China/South East Asia region in compatible markets.	<ul style="list-style-type: none"> • Participate in the establishment of South West Opportunities prospectus for distribution through selected overseas trade desks. 	✓		
Regional Branding and Marketing		<ul style="list-style-type: none"> • Leverage off the Genuinely Southern Forests brand awareness. • Promote agri-food tourism throughout the region. • Encourage the implementation of regional produce traceability. • Implement Tourism Strategies as applicable. • Support the development of the Blackwood Valley brand. 	✓ ✓ ✓ ✓	✓ ✓ ✓	✓ ✓ ✓

TOURISM

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Events	<p>Continue to support festivals and events to attract visitors to, and raise the profile of, the region.</p> <p>Recognise the value of those events which are key economic drivers for their towns and the region.</p> <p>Support the development of existing and emerging events.</p>	<ul style="list-style-type: none"> • Offer community event grant funding and/or in kind support. • Identify opportunities to partner with major local events to leverage funding and outcomes. • Promote culinary tourism linked to origin brands (eg: Genuinely Southern Forests, Blackwood Valley). 	✓	✓	✓
Trails	<p>Continue to support the development of recreational trails throughout the region and cross-regional connectivity.</p>	<ul style="list-style-type: none"> • Promote/leverage Warren Blackwood Stock Route (WBSR). • Link WBSR with neighbouring LGA's to extend network and profile. • Support implementation and further development of cycle, walking, horse and canoeing trails within the region. • Utilise and promote local trails websites (ie: Total Trails, Trails WA) • Work with relevant Noongar Regional Corporations (once activated) and the South West Aboriginal Land and Sea Council to develop new trails. • Encourage the establishment of a Food and Wine Trail through the Local Tourism Organisations. 	✓	✓	✓
Tourism Associations	<p>Lead regional collaboration through development of Local Tourism Organisations (LTOs) within the SW.</p> <p>Support marketing and tourism development initiatives in the region.</p>	<ul style="list-style-type: none"> • Provide LTO frameworks for industry carriage/succession. • Invest equitably in the establishment of an LTO to support regional strength in marketing, product delivery and tourism development. • Support communication and networking between regional and local tourism organisations. 	✓	✓	✓

Visitor services	Assist development of a strategy to cater for growing RV, caravan and camping trends throughout the SW region.	<ul style="list-style-type: none"> • Support development of RV, caravan and camping – related infrastructure. • Develop a camping and caravan strategy for the subregion recognising the needs of both commercial and “free” camping users. 	✓	✓	✓
	Recognise the importance of safe and trafficable roads to underpin tourist activities and encourage travel and exploration.	<ul style="list-style-type: none"> • Establish a dump point development incentive scheme. • Support natural resource management projects (eg: Camfield). 	✓	✓	✓
	Lobby for continued focus on safe and trafficable roads.	<ul style="list-style-type: none"> • Advocate for a safety assessment of sub-regional tourist routes. 	✓		
	Support the development of new or enhancement of existing tourism icons.	<ul style="list-style-type: none"> • Work with State government agencies to identify and support permissible recreational activities on inland, open water bodies (eg: Lake Jasper, Glen Mervyn, Dumpling Gully dam, Southern Forests Irrigation Scheme dam). 	✓		
	Partner with stakeholders on short stay accommodation initiatives.	<ul style="list-style-type: none"> • Investigate opportunities to provide better access to rivers and water bodies across the sub-region. 	✓	✓	
	Support and promote environmental education and awareness in the sub-region.	<ul style="list-style-type: none"> • Support the establishment of a regional convention centre. • Advocate for the upgrade and renewal of visitor experiences in protected areas, especially camping and attractions in National Parks and State forests. 	✓		
		<ul style="list-style-type: none"> • Participate in development of a sub -regional “free camping” strategy. 	✓		
		<ul style="list-style-type: none"> • Upgrade sub-regional tourism attractions (eg: Greenbushes Discovery Centre, Apple Fun Park). 	✓	✓	

INTERNATIONAL ENGAGEMENT

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Relationships	Support the establishment and development of sustainable international relationships.	<ul style="list-style-type: none"> • Investigate the development of a ‘sub-regional’ international economic and cultural relationship. 	✓		

		<ul style="list-style-type: none"> • Establish and/or continue to develop economic and cultural relationships with sister towns and cities. • Continue to strengthen friendship and/or historical international relationships (eg: Sandakan Memorial Service – Indonesia). 	✓	✓	✓
Business and culture	<p>Recognise the value of cultural awareness, especially where this directly impacts on business and social development within the region.</p> <p>Support the development of positive cultural awareness and business engagement practices.</p>				
Visitation	Support programs, activities and initiatives which encourage international visitation.	<ul style="list-style-type: none"> • Assist promote wine regions to international target markets particularly those found in Asia. 	✓	✓	✓
Education	Support programs, activities and initiatives which encourage international students.	<ul style="list-style-type: none"> • Promote international education exchanges where possible. 	✓	✓	✓

HOUSING

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Affordable Housing	<p>Support the development of a mix of affordable housing options providing choice in terms of scale and financial accessibility.</p> <p>Build awareness of market gaps in towns within the region.</p> <p>Advocate for a review of the cost of service installation and headworks charges, which result in higher land production costs.</p>	<ul style="list-style-type: none"> • Identify supplies of unallocated Crown land residential lots which could offer affordable options for new residents in expanding towns. • Support affordable housing projects in the Shires. • Support land based planning for a choice of diverse housing and land types. 	✓	✓	
			✓	✓	✓
			✓	✓	✓

Aged and adaptable housing	Support the development of fit for purpose housing which supports inclusion and ageing in place.	<ul style="list-style-type: none"> • Lead, partner and/or support demand-driven development of aged housing/accommodation projects in the Shires (eg: Cherry Glades, Bridge St, Stinton Gardens, Djandangerup Cottages, etc.). 	✓	✓	✓
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ACTIVE AGEING

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
High and residential care	Support the enhancement and/or expansion of both high care accommodation and residential care services to the home.	<ul style="list-style-type: none"> • Assist development of demand-driven high and respite care facilities in the Shires (eg: Tuia lodge, Boyup Brook Citizen’s Lodge, Moonya Lodge). • Develop an attraction strategy for additional high care nursing facilities in the Shires. 	✓	✓	✓
	Support the development of dedicated mental health infrastructure within the South West and a more regionalised approach.		✓	✓	✓
Engagement and amenity	Encourage health and allied health agencies servicing the region to consider innovative staffing solutions (eg: cross-agency staffing packages).	<ul style="list-style-type: none"> • Support the development of aged-sensitive infrastructure. • Support the social development of the community through lifestyle programs. 	✓	✓	✓
	Provide safe and welcoming towns with a focus on accessible infrastructure and walkable town centres.		✓	✓	✓
	Encourage volunteering and volunteering support.				
	Acknowledge the value of seniors in our communities and encourage activities and initiatives which embrace and engage this demographic.				

URBAN RENEWAL/TOWN GROWTH

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Growth centres	Leverage positive outcomes of Regional Growth Centre development to support continued growth and additional growth in the surrounding towns and region.	<ul style="list-style-type: none"> • Prepare and implement Infrastructure Plans for Balingup, Nannup, Bridgetown, Greenbushes, Boyup Brook, Donnybrook, Pemberton, Northcliffe and Walpole aligned to growth centre methodology and outcomes. 	✓		
Revitalisation	Support urban renewal programs which focus on increasing amenity, appeal, sustainability and build/maintain the character of towns within the region.	<ul style="list-style-type: none"> • Identify priority town growth projects within each LGA and pursue funding. • Position town-sites within the catchment area to take advantage of the Talison Lithium expansion through an overarching strategy for urban renewal. • Continue existing and implement newly-funded Revitalisation projects. • Maintain and promote the heritage value of key buildings and spaces throughout the sub-region. 	✓ ✓ ✓ ✓	✓ ✓ ✓ ✓	✓ ✓ ✓ ✓

EDUCATION AND TRAINING

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Education facilities	<p>Advocate for, and support, the provision of quality educational institutions and allied services within the region.</p> <p>Maintain awareness of local education issues.</p>	<ul style="list-style-type: none"> • Continue to advocate for the retention of schools from K to year 10 in all Shires. • Promote Early Learning Centres in the Shires. • Assist the development of a sub-regional educational pathway strategy. • Support opportunities for advanced education (eg: tertiary, specialist) providers to take up space in regional locations. • Advocate for a Child Care Strategy to ensure adequate child care places are funded and supported so that families are able to take up employment opportunities. 	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓	✓ ✓ ✓ ✓

		<ul style="list-style-type: none"> • Explore opportunities to increase secondary education in the Warren Blackwood. • Review and expand school bus services across the region in order to increase capacity for “complementary” students. 	✓	✓	✓
Flexible learning	<p>Consider an array of offsite university study options in the region specific to identified learning streams (eg. horticulture).</p> <p>Work with education agencies and recognised training organisations to optimise learning opportunities throughout the region.</p>				

EMERGENCY SERVICES

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Emergency facilities	Support the improvement and/or development of facilities which provide emergency response services to the region.	<ul style="list-style-type: none"> • Upgrade Bushfire Brigade buildings • Provide adequate lighting in all recreation zones. • Identify sub-regional training facilities for emergency management • Support improvements for ambulances to access helicopter pads in order to increase patient safety. • Advocate for/support the construction of helipads at key locations. 	✓	✓	✓
Emergency events	<p>Support the collective activities of various agencies to work collaboratively to provide response and recovery mechanisms to deal with emergency events.</p> <p>Acknowledge that Local Government have an increasing role in bush fire mitigation.</p>	<ul style="list-style-type: none"> • Advocate for continuation of funding for services such as the RAC helicopter and increased support for volunteer bush fire brigades. • Pursue establishment of dedicated fund for emergency access routes to ensure community bushfire safety. • Identify and support improvements to emergency access routes to increase safety in the event of emergency/bushfire response 	✓	✓	✓

		<ul style="list-style-type: none"> • Support the retention and/or expansion of emergency events agencies (eg: DBCA, DFES) sites across the region. • Support initiatives to assist future-proof emergency services volunteer numbers • Support knowledge partnerships to assist Local Government through recovery processes after large emergency events. • Continue to provide support to the Chief Fire Control Officer and Volunteer Bush Fire Brigades. • Continue to partner with DFES on Bushfire mitigation. • Source funding for bushfire mitigation work. • Implement the recommendations of emergency events studies (eg: Geegelup Brook Flood Study). 	✓	✓	✓
			✓	✓	✓
			✓	✓	✓
			✓	✓	✓
			✓	✓	✓
			✓	✓	✓
			✓	✓	✓

HEALTH AND WELLBEING

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Health facilities	Encourage public-private partnerships and initiatives which attract new private sector health services to increase acute capacity. Support attraction of specialised medical services.	• Support an attraction strategy for primary health care professionals.	✓		
		• Lobby for consideration of specialist health requirements across the region (such as dialysis equipment).	✓	✓	✓
		• Support further development of outreach services in the region for mental health, speech therapy and learning difficulties for children and youth.	✓	✓	✓
		• Seek clarification of the strategy identifying future service provision and infrastructure needs at sub-regional hospitals.	✓	✓	✓
		• Monitor and support service provision in the Shires.	✓	✓	✓
		• Continue to support affordable ambulance services for residents.	✓	✓	✓
		• Actively advocate against attrition of current local health facilities and services.	✓	✓	✓

<p>Social determinants</p>	<p>Support community-based delivery of community health services.</p> <p>Support the implementation of a broad-based South West healthy living program to prevent increased obesity and drug and alcohol dependency.</p> <p>Advocate for provision of local mental health funding for community based delivery in the region.</p> <p>Support community based delivery of community health services such as infant health, speech therapy, parent support and breastfeeding support.</p> <p>Support local mental health, drug and alcohol initiatives.</p>	<ul style="list-style-type: none"> • Identify gaps in child care services in communities and advocate for funding. • Identify gaps in community health services in communities. • Identify gaps in mental health, drug and alcohol initiatives services in communities. 	<p>✓</p> <p>✓</p> <p>✓</p>		
<p>Sport and recreation</p>	<p>Support the strategic allocation of, and access to, built and natural recreational spaces which recognise population demographics, activity preferences, local features and facilities.</p> <p>Support review of existing facilities, participation statistics and evolving recreational trends.</p> <p>Support co-location of facilities for long term sustainability.</p> <p>Advocate for funding to support development of sport and recreation infrastructure and activities.</p> <p>Pursue funding to improve sport and recreational facilities and address ageing infrastructure.</p>	<ul style="list-style-type: none"> • Review the Lower South West Sport & Recreation Facilities Plan and support implementation. • Develop Master Plans for key recreational infrastructure/facilities in the sub-region. • Investigate funding sources to implement Master Plans for and asset renewal of key recreational infrastructure/facilities in the sub-region. 	<p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p>	<p>✓</p>

	Support local sporting events.			
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COMMUNITY CAPABILITY AND CAPACITY

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Community services	<p>Ensure the not-for-profit and community sectors are engaged in regional development.</p> <p>Monitor service provision through collaborative reviews to ensure efficiencies and avoid duplication.</p> <p>Support co-Location of NFP services and other community groups where practicable and viable.</p>	<ul style="list-style-type: none"> • Rationalise Shire owned/managed land and buildings to optimise opportunity for Shire and community initiatives. • Support Men's Shed development. 	<p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p>	<p>✓</p>
Volunteerism	<p>Ensure volunteerism is recognised, valued and respected within the region.</p>	<ul style="list-style-type: none"> • Support investigation of ways to reduce 'red tape' associated with volunteerism. • Support investigations to identify reasons why volunteering is decreasing and determine mitigation strategies. • Implement identified volunteer decline mitigation strategies. • Promote and support best practice volunteerism. • Support Community Gardens. 	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p>
Social Enterprise	<p>Support opportunity for growth in community enterprises that provide environmental, social and economic benefits, including employment and training.</p>	<ul style="list-style-type: none"> • Assist identify and support developing and innovative projects/groups. 	<p>✓</p>	<p>✓</p>	<p>✓</p>

	Support the establishment of a funding program that supports social enterprise initiatives at the local and regional level.				
Resilience	Facilitate the development of communities which encourage supportive networks and relationships, a strong sense of identity and shared community values. Advocate for adequate community resources. Foster a shared commitment to recovery.	<ul style="list-style-type: none"> Pursue funding for community resources. 	✓	✓	✓

INCLUSION AND ENGAGEMENT

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Accessibility	Support programs, activities and initiatives which optimise accessibility and inclusion for people with disabilities and any other forms of disadvantage. Encourage participation in community development consultation. Support healthy, active by design principles. Promote walkability within town centres.	<ul style="list-style-type: none"> Encourage “accessible” accreditation of local towns and facilities by relevant agencies/organisations. Promote dementia friendly communities Support infrastructure programs that support accessibility. Assist development of inclusive/ accessible activities and events for the Shires. Identify ways to build/maintain levels of youth engagement throughout communities. 	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓
Cultural diversity	Recognise the diversity of cultures represented within the region. Promote and support cultural awareness, inclusion and respect. Support resettlement programs and allied community services	<ul style="list-style-type: none"> Support the development of Reconciliation Action Plans. Engage with relevant Aboriginal Regional Corporations (when activated) and the South West Aboriginal Land and Sea Council to assist implement South West Native Title Settlement. Investigate development of a joint Reconciliation Action Plan for the region. 	✓ ✓ ✓	✓	

LEADERSHIP AND COLLABORATION

PRIORITY	ACTIONS	SPECIFIC PROJECTS	TIMELINE		
			1-3	3-5	5-10
Leadership	<p>Support programs, activities and initiatives which build leadership capacity, identify emerging leaders and promote citizenship.</p> <p>Acknowledge emergent heroism.</p>	<ul style="list-style-type: none"> • Encourage the development of a sub-regional leadership and/or youth awards scheme. • Support resilience-oriented leadership. 	✓		
Collaboration	<p>Support programs, activities and initiatives which encourage strategic alliances, cooperative approaches and shared resources to optimise outcomes.</p>	<ul style="list-style-type: none"> • Maintain a formal strategic alliance of LGAs within the region. • Support project-based collectives. 	✓	✓	✓

MEMORANDUM OF UNDERSTANDING WARREN BLACKWOOD SUB-REGIONAL GROWTH PLAN

BETWEEN:

THE SHIRE OF BOYUP BROOK

THE SHIRE OF BRIDGETOWN-GREENBUSHES

THE SHIRE OF DONNYBROOK-BALINGUP

THE SHIRE OF MANJIMUP

THE SHIRE OF NANNUP (“the Shires”)

AND

SOUTH WEST DEVELOPMENT COMMISSION (“SWDC”)

PURPOSE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Warren Blackwood Sub-Regional Growth Plan.

In particular, this MOU is intended to set forth the terms and conditions under which the Warren Blackwood Sub-Regional Growth Plan partners will provide public access to digital and hard copies of the Warren Blackwood Sub-Regional Growth Plan and review content.

SCOPE

This MOU defines the services and key project parameters to be provided by the Shires and SWDC including:

- Responsibility for maintaining content and public access;
- Responsibility for project expenses;
- Responsible parties in each institution;
- Establishes a mechanism for modifying, extending, or terminating the MOU.

BACKGROUND

The Warren Blackwood Sub-Regional Growth Plan for the five Shires within the Warren-Blackwood - Donnybrook-Balingup, Bridgetown-Greenbushes, Nannup, Boyup Brook and Manjimup - has been developed to provide a strategic overview of sub-regional economic and social priorities, reflecting localised planning and development documents and aligned with regional and State development documents, including the SW Regional Blueprint. It will be utilized to leverage current and future socio-economic opportunities and pursue funding to facilitate growth. SWDC has been an active partner in the development of the document.

SHIRE RESPONSIBILITIES UNDER THIS MOU

The Shires shall undertake the following activities:

- Provide information as applicable to ensure the currency and accuracy of the Warren-Blackwood Sub-Regional Growth Plan;
- Share the current, endorsed version of the Warren Blackwood Sub-Regional Growth Plan for public access on Shire websites, and in hard copy as applicable;
- Support the actions and projects identified in the Warren Blackwood Sub-Regional Growth Plan;
- Review the Warren Blackwood Sub-Regional Growth Plan every 12 months, providing feedback on current projects and activities outlined in the document.

SWDC RESPONSIBILITIES UNDER THIS MOU

SWDC shall undertake the following activities:

- Facilitate workshops to identify and discuss sub-regional priorities and projects;
- Develop the inaugural draft document based on information provided by the Shires and including summary strategic contextual detail;
- Provide a digital copy of the inaugural Warren Blackwood Sub-Regional Growth Plan;
- Store the current, endorsed version of the Warren Blackwood Sub-Regional Growth Plan and apply version changes as identified through the yearly review process;
- Promote the Warren Blackwood Sub-Regional Growth Plan as appropriate.

ENDORSEMENT / IMPLEMENTATION

All Shires understand and accept that adoption and implementation of the initial Growth Plan and any future changes to the Growth Plan, as per the review process, will be determined and progressed based on the majority of parties being in agreement with the changes.

POINTS OF CONTACT

The Shires and SWDC will designate POCs within their respective organizations to implement the MOU. The POCs will direct and coordinate partnership activities to ensure that mutual benefits and interests are served. The respective officers responsible for implementation and maintenance will effectively communicate and manage related processes.

EFFECTIVE DATE / DURATION/AMENDMENTS

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall last for five years thereafter. The MOU may be extended or amended to allow for related efforts by mutual agreement of the parties. Any party may withdraw from this agreement upon ninety (90) days written notice to the other parties.

FUNDING

No funds are to be exchanged between the Shires and SWDC in connection with the provision of services under this agreement.

EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of all Shire and SWDC authorized representatives. It shall be in force from (date)_____ to (date) _____.

All parties indicate agreement with this MOU by their signatures.

Signatures and dates

Shire of Boyup Brook

Signature _____

Date_____

Shire of Bridgetown-Greenbushes

Signature _____

Date_____

Shire of Donnybrook-Balingup

Signature _____

Date_____

Shire of Manjimup

Signature _____

Date_____

Shire of Nannup

Signature _____

Date_____

South West Development Commission

Signature _____

Date_____