

**SHIRE**  
*of*  
**DANDARAGAN**

**AGENDA AND BUSINESS PAPERS**

for the

**ORDINARY COUNCIL MEETING**

to be held

**AT THE COUNCIL CHAMBERS, JURIEN BAY**

on

**WEDNESDAY 25 JANUARY 2023**

**COMMENCING AT 4.00PM**

*(THIS DOCUMENT IS AVAILABLE IN LARGER PRINT ON REQUEST)*



## ORDINARY COUNCIL MEETING

**WEDNESDAY 25 JANUARY 2023**

Welcome to the Ordinary Council Meeting of the Shire of Dandaragan.

Please be advised that the Ordinary Meeting of Council will be held on the following dates, times, and venues:

DAY	DATE	TIME	MEETING VENUE
Wed	25 January 2023	4.00pm	Jurien Bay
Thurs	23 February 2023	4.00pm	Jurien Bay
Thurs	23 March 2023	4.00pm	Jurien Bay
Thurs	27 April 2023	4.00pm	Badgingarra
Thurs	25 May 2023	4.00pm	Jurien Bay
Thurs	22 June 2023	4.00pm	Jurien Bay

**Brent Bailey**  
**CHIEF EXECUTIVE OFFICER**



## **DISCLAIMER**

INFORMATION FOR THE PUBLIC ATTENDING A COUNCIL MEETING

**Please note:**

The recommendations contained in this agenda are Officer's Recommendations only and should not be acted upon until Council has considered the recommendations and resolved accordingly.

The resolutions of Council should be confirmed by perusing the Minutes of the Council Meeting at which these recommendations were considered.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's Decision.

**Brent Bailey**  
**CHIEF EXECUTIVE OFFICER**



## COUNCIL MEETING INFORMATION NOTES

1. Your Council generally handles all business at Ordinary or Special Council Meetings.
2. From time to time Council may form a Committee, Working Party or Steering group to examine subjects and then report to Council.
3. Generally all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal, and other sensitive matters. On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this as the last item of business of the meeting.
4. Public Question Time. It is a requirement of the Local Government Act 1995 to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the Presiding Member.

*Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and response is included in the Minutes.*

*When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answers prior to the next meeting of Council.*

*Council has prepared an appropriate form and Public Question Time Guideline to assist.*

5. **Councillors** may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter **trivial, insignificant or in common with a significant number of electors or ratepayers**. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

**Members of staff**, who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the Agenda. The member of staff must declare that interest and generally the Presiding Member of the meeting will advise the Officer if he/she is to leave the meeting.

6. Agendas including an Information Bulletin are delivered to Councillors within the requirements of the Local Government Act 1995, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

**Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by staff. An Agenda item including a recommendation will then be submitted to Council for consideration should it be determined appropriate by the Chief Executive Officer.**

**The Agenda closes the Monday week prior to the Council Meeting (i.e. ten (10) days prior to the meeting).**

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

7. Agendas for Ordinary Meetings are available in the Shire of Dandaragan Administration Centre and all four libraries as well as on the website [www.dandaragan.wa.gov.au](http://www.dandaragan.wa.gov.au) seventy-two (72) hours prior to the meeting and the public are invited to secure a copy.
8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 3).
9. Public Inspection of Unconfirmed Minutes (Reg 13)

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Shire of Dandaragan Libraries and on the website [www.dandaragan.wa.gov.au](http://www.dandaragan.wa.gov.au) within ten (10) working days after the Meeting.

### NOTE:



### 10.3 Unopposed Business

- (1) Upon a motion being moved and seconded, the person presiding may ask the meeting if any member opposes it.
- (2) If no member signifies opposition to the motion the person presiding may declare the motion in sub clause (1) carried without debate and without taking a vote on it.
- (3) A motion carried under sub clause (2) is to be recorded in the minutes as a unanimous decision of the Council or committee.
- (4) If a member signifies opposition to a motion the motion is to be dealt with according to this Part.

This clause does not apply to any motion or decision to revoke or change a decision which has been made at a Council or committee meeting.

## SHIRE OF DANDARAGAN QUESTIONS FROM THE PUBLIC

The Shire of Dandaragan welcomes community participation during public question time as per the Shire of Dandaragan Standing Orders Local Law.

A member of the public who raises a question during question time is requested to:

- (a) provide a copy of his or her questions at least 15 minutes prior to the commencement of the meeting;
- (b) first state his or her name and address;
- (c) direct the question to the President or the Presiding Member;
- (d) ask the question briefly and concisely;
- (e) limit any preamble to matters directly relevant to the question;
- (f) ensure that the question is not accompanied by any expression of opinion, statement of fact or other comment, except where necessary to explain the question;
- (g) each **member of the public** with a question is **entitled to ask up to 3 questions** before other members of the public will be invited to ask their questions;
- (h) when a member of the public gives written notice of a question, the President or Presiding Member may determine that the question is to be responded to as normal business correspondence.

The following is a summary of procedure and a guide to completion of the required form.

1. This is a "question" time only. Orations, explanations, or statements of belief will not be accepted or allowed.
2. Questions must relate to a matter affecting the Shire of Dandaragan.
3. Questions must be appropriate and made in good faith. Those containing defamatory remarks, offensive language or question the competency or personal affairs of council members or employees may be ruled inappropriate by the Presiding Member and therefore not considered.
4. Frame your question so that it is both precise and yet fully understood. Long questions covering a multitude of subjects are easily misunderstood and can result in poor replies being given.
5. Write your question down on the attached form, it helps you to express the question clearly and provides staff with an accurate record of exactly what you want to know.
6. When the President or presiding member calls for any questions from the public, stand up and wait until you are acknowledged and invited to speak. Please start by giving your name and address first, then ask the question.
7. Questions to be put to the President or presiding member and answered by the Council. No questions can be put to individual Councillors.
8. The question time will be very early in the meeting. **There is only 15 minutes available for Question Time.** Questions not asked may still be submitted to the meeting and will be responded to by mail.
9. When you have put your question, resume your seat, and await the reply. If possible, the President or presiding member will answer directly or invite a staff member with special knowledge to answer in his place. However, it is more likely that the question will have to be researched, in which case the President or presiding member will advise that the question will be received and that an answer will be forwarded in writing. Please note under NO circumstances, will the question be debated or discussed by Council at that meeting.
10. To maximise public participation only three questions per person will initially be considered with a time limit of 2 minutes per person. If there is time after all interested persons have put their questions the President or presiding member will allow further questions, again in limits of two per person.
11. To fill out the form, just enter your name and address in the appropriate areas together with details of any group you are representing, then write out your question.
12. Please ensure your form is submitted to the minute's secretary.

If you have difficulty in or are incapable of writing the question, Shire staff are available on request to assist in this task.

We hope this note assists you in the asking of your question and thank you for your interest and participation in the affairs of our Shire.

# SHIRE OF DANDARAGAN

## QUESTIONS FROM THE PUBLIC

**Any member of the public wishing to participate in Public Question Time during Council or Committee meetings is welcome to do so, however, Council requires your name, address, and written questions to be provided to the meeting secretary.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact No: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Council Agenda  
Item No: \_\_\_\_\_

Name of Organisation Representing: \_\_\_\_\_  
*(if applicable)*

### **QUESTION:**

*Each member of the public is entitled to ask up to 3 questions before other members of the public will be invited to ask their question. 15 Minutes is allotted to Public Question Time at Council Meetings.*

**Please see notes on Public Question Time overleaf...**

# Table of Contents

<b>1</b>	<b>DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS .....</b>	<b>1</b>
1.1	DECLARATION OF OPENING.....	1
1.2	DISCLAIMER READING .....	1
<b>2</b>	<b>RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE.....</b>	<b>1</b>
<b>3</b>	<b>RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE .....</b>	<b>2</b>
<b>4</b>	<b>PUBLIC QUESTION TIME.....</b>	<b>2</b>
<b>5</b>	<b>APPLICATIONS FOR LEAVE OF ABSENCE.....</b>	<b>2</b>
<b>6</b>	<b>CONFIRMATION OF MINUTES .....</b>	<b>2</b>
6.1	MINUTES OF THE ORDINARY MEETING HELD 15 DECEMBER 2022 .....	2
<b>7</b>	<b>NOTICES AND ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION.....</b>	<b>2</b>
<b>8</b>	<b>PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS .....</b>	<b>2</b>
<b>9</b>	<b>REPORTS OF COMMITTEES AND OFFICERS .....</b>	<b>3</b>
9.1	<b>CORPORATE &amp; COMMUNITY SERVICES.....</b>	<b>3</b>
9.1.1	ACCOUNTS FOR PAYMENT – DECEMBER 2022.....	3
9.2	<b>INFRASTRUCTURE SERVICES .....</b>	<b>5</b>
9.3	<b>DEVELOPMENT SERVICES.....</b>	<b>5</b>
9.3.1	CERVANTES AIRSTRIP HANGAR LEASE – MUNDA PASTORAL PTY LTD .....	5
9.3.2	REQUEST FOR TIME EXTENSION TO DEVELOPMENT APPROVAL – CATTLE FEEDLOT – LOT 10332 COALARA RD, BOOTHENDARRA .....	9
9.3.3	PROPOSED OUTBUILDING – LOT 584 (NO.6) PARAKEET BEND, JURIEN BAY.....	13
9.3.4	PROPOSED HOLIDAY HOUSE – LOT 1028 (NO.5) DOVER WAY, JURIEN BAY.....	19
9.3.5	PROPOSED TELECOMMUNICATIONS INFRASTRUCTURE - LOT 3 (NO.12051) BRAND HIGHWAY, COOLJARLOO .....	27
9.4	<b>GOVERNANCE &amp; ADMINISTRATION .....</b>	<b>31</b>
9.4.1	REPRESENTATION REVIEW SUBMISSION.....	31
9.5	<b>COUNCILLOR INFORMATION BULLETIN.....</b>	<b>39</b>
9.5.1	SHIRE OF DANDARAGAN – DECEMBER COUNCIL STATUS REPORT .....	39
9.5.2	SHIRE OF DANDARAGAN – BUILDING STATISTICS – DECEMBER 2022.....	39
9.5.3	SHIRE OF DANDARAGAN – PLANNING STATISTICS – DECEMBER 2022 .....	39
9.5.4	SHIRE OF DANDARAGAN TOURISM / LIBRARY / COMMUNITY ACTIVITIES REPORT FOR DECEMBER 2022.....	39
<b>10</b>	<b>NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING .....</b>	<b>39</b>
<b>11</b>	<b>CONFIDENTIAL ITEMS FOR WHICH MEETING IS CLOSED TO THE PUBLIC.....</b>	<b>39</b>
<b>12</b>	<b>ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN .....</b>	<b>39</b>
<b>13</b>	<b>CLOSURE OF MEETING .....</b>	<b>39</b>

**1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS****1.1 DECLARATION OF OPENING**

*"I would like to acknowledge the traditional owners of the land we are meeting on today, the Yued people of the great Nyungar Nation and we pay our respects to Elders both past, present and emerging."*

**1.2 DISCLAIMER READING**

*"No responsibility whatsoever is implied or accepted by the Shire of Dandaragan for any act, omission, statement, or intimation occurring during this meeting."*

*It is strongly advised that persons do not act on what is heard, and should only rely on written confirmation of Council's decision, which will be provided within fourteen days."*

**2 RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE****Members**

Councillor L Holmes	(President)
Councillor P Scharf	(Deputy President)
Councillor J Clarke	
Councillor W Gibson	
Councillor R Glasfurd	
Councillor M McDonald	
Councillor R Rybarczyk	
Councillor R Shanhun	

**Staff**

Mr B Bailey	(Chief Executive Officer)
Mr S Clayton	(Executive Manager Corporate & Community Services)
Mr L Fouché	(Executive Manager Development Services)
Mr B Pepper	(Executive Manager Infrastructure)
Ms R Headland	(Council Secretary & Personal Assistant)
Mr R Mackay	(Principal Planning & Building Officer)
Ms R Sutton	(Acting Manager Community & Customer Service)
Ms T Slee	(Manager Economic Development)

**Apologies****Approved Leave of Absence**

Councillor A Eyre

- 3 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
- 4 PUBLIC QUESTION TIME**
- 5 APPLICATIONS FOR LEAVE OF ABSENCE**
- 6 CONFIRMATION OF MINUTES**
  - 6.1 MINUTES OF THE ORDINARY MEETING HELD 15 DECEMBER 2022**
- 7 NOTICES AND ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION**
- 8 PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS**

## 9 REPORTS OF COMMITTEES AND OFFICERS

### 9.1 CORPORATE & COMMUNITY SERVICES

#### 9.1.1 ACCOUNTS FOR PAYMENT – DECEMBER 2022

Location:	Shire of Dandaragan
Applicant:	N/A
Folder Path:	Corporate Services / Finance and Rates / Creditors / Expenditure
Disclosure of Interest:	None
Date:	16 January 2023
Author:	Scott Clayton, Executive Manager Corporate & Community Services
Senior Officer:	Brent Bailey, Chief Executive Officer

#### PROPOSAL

To accept the cheque, EFT, BPAY and direct debit listing for the month of December 2022.

#### BACKGROUND

In accordance with the Local Government Act 1995, and Financial Management Regulations 1996, a list of expenditure payments is required to be presented to Council.

#### COMMENT

The cheque, electronic funds transfer (EFT), BPAY and direct debit payments for December 2022 totalled \$2,131,569.53 for the Municipal Fund.

Should Councillors wish to raise any issues relating to the December 2022 Accounts for payment, please do not hesitate to contact the Executive Manager Corporate and Community Services prior to the Council Meeting, in order that research can be undertaken and details provided either at the time of the query or at the meeting.

#### CONSULTATION

- Chief Executive Officer

#### STATUTORY ENVIRONMENT

- Regulation 13 of the Local Government Financial Management Regulations 1997.

#### POLICY IMPLICATIONS

There are no policy implications relevant to this item.

#### FINANCIAL IMPLICATIONS

There are no adverse trends to report at this time.

#### STRATEGIC IMPLICATIONS

There are no strategic implications relevant to this item.

ATTACHMENTS

Circulated with the agenda is the following item relevant to this report:

- Cheque, EFT and direct debit listings for December 2022 (Doc Id: SODR-2042075298-50156)

***(Marked 9.1.1)***

VOTING REQUIREMENT

Simple majority

**OFFICER RECOMMENDATION**

**That the Cheque, EFT, BPAY and direct debit payment listing for the period ending 31 December 2022 totalling \$2,131,569.53 be adopted.**



## 9.2 INFRASTRUCTURE SERVICES

### 9.3 DEVELOPMENT SERVICES

#### 9.3.1 CERVANTES AIRSTRIP HANGAR LEASE – MUNDA PASTORAL PTY LTD

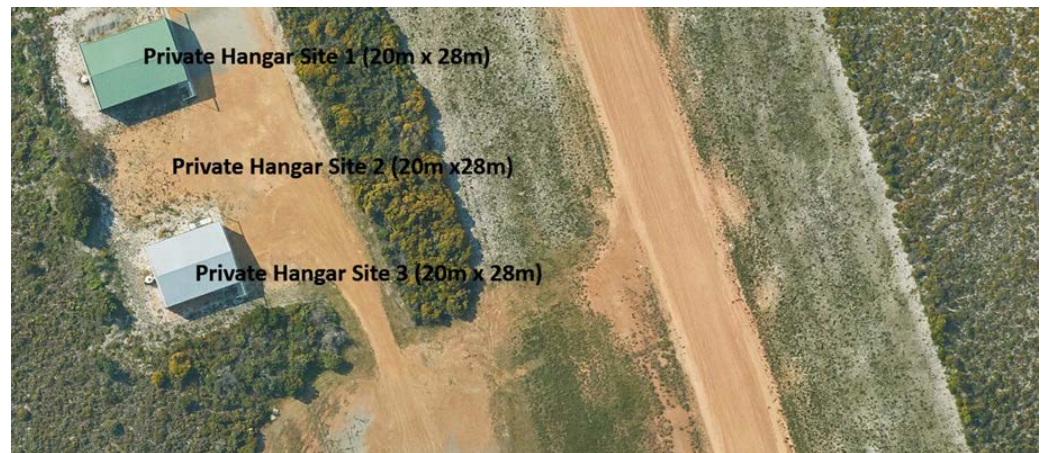
Location:	Cervantes Airstrip
Applicant:	Michael Thompson, Munda Pastoral Pty Ltd
Folder Path:	Development Services / Planning / Aerodromes / Leases / Cervantes - Thompson
Disclosure of Interest:	Nil
Date:	14 December 2022
Author:	Rory Mackay, Principal Planning & Building Officer
Senior Officer:	Louis Fouche, Executive Manager Development Services

#### PROPOSAL

The report presents a request to Council for approval of a hangar lease at the Cervantes Airstrip.

#### BACKGROUND

The applicant has obtained ownership of the existing hangar within Private Hangar Site 1 (560m<sup>2</sup>) at the Cervantes Airstrip. The current lease for this site, which is held by John Bartle of Taplan Pty Ltd, expires on the 30 August 2023. As such the applicant has made application to lease the subject site from 1 October 2023 for a period of 21 years.



Cervantes Airstrip Hangar Sites

In relation to the Jurien Bay Aerodrome, at its meeting on 23 June 2022 Council resolved as follows:

*That Council:*

1. *Receive the Valuation Report of Land Assets located at Jurien Bay Airport provided by Griffin Valuation Advisory.*
2. *Endorse the proposed draft lease of the Jurien Bay Aerodrome Hangar Site 5 between the Shire and Karlu Grazing Pty Ltd, and subject to public advertising in accordance with Section 3.58(3)*

*of the Local Government Act 1995 dispose of this land inclusive of the following material terms:*

- a. *Land: 654m<sup>2</sup> portion of Crown Reserves Reserve 35408, Lot 502 on Deposited Plan 64265.*
  - b. *Commencement Date: 1 October 2021.*
  - c. *Initial Term: At the lessee's discretion for a term not exceeding 21 years.*
  - d. *Further Term Option: At the lessee's discretion subject to the combined term and further not exceeding 21 years.*
  - e. *Commencement annual lease fee: \$1962.00 (\$3.00m<sup>2</sup>).*
  - f. *Annual rental increase: Perth Consumer Price Index for the June Quarter.*
  - g. *Market lease fee valuation review: To be conducted after the 10th year and 20th year, with an independent valuation to be undertaken by a certified practicing valuer agreed to by both the Lessor and Lessee.*
  - h. *Authorised Use: Aerodrome hangar for aircraft protection from the weather, direct sunlight; and for maintenance, repair, manufacture, assembly, and storage of aircraft.*
3. *Subject to there being no adverse submissions during the public advertising period, authorise the Chief Executive Officer to execute the lease agreement with Karlu Grazing Pty Ltd.*
  4. *The Chief Executive Officer be requested to progress all other current Aerodrome hangar lease renewals based on the lease conditions and annual lease fee outlined above.*

*CARRIED BY ABSOLUTE MAJORITY 8 / 0*

#### COMMENT

A draft lease agreement was sent to the lessee in December 2022 for review. The lease agreement and the \$3m<sup>2</sup> (times the Perth Consumer Price Index) rental rate is agreed to by the applicant. This rental rate is the same as the discounted rate Council resolved to endorse for hangar leases at the Jurien Bay Aerodrome.

Each current hangar lease in the Shire is a ground lease. A ground lease is generally structured around the notion that the tenant will develop or construct a significant improvement on the land for its own use. During the ground lease term, the tenant will typically own and depreciate the improvements. At the end of the term, ownership of the improvements may revert to the Shire or the ground lessee is required to remove them.

The applicant has sought the longest lease term permissible (21 years) by the Shire under its management order held over the airstrip, which will terminate in 2044. This term is subject to a market valuation review at commencement of the 10th year.

#### CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995 - Disposing of property 3.58.

(1) *In this section -*

*“dispose” includes to sell, lease, or otherwise dispose of, whether absolutely or not;*

*“property” includes the whole or any part of the interest of a local government in property, but does not include money.*

(2) *Except as stated in this section, a local government can only dispose of property to -*

*(a) the highest bidder at public auction; or*

*(b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.*

(3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property -*

*(a) it gives Statewide public notice of the proposed disposition*

*-*

*(i) describing the property concerned;*

*(ii) giving details of the proposed disposition; and*

*(iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and*

*(b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision, and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*

POLICY IMPLICATIONS

There are no policy implications relevant to this item.

FINANCIAL IMPLICATIONS

Financial implications extend to the valuation rates as discussed above.

STRATEGIC IMPLICATIONS

Strategic Community Plan Envision 2029

01 – Infrastructure	The Shire will work cooperatively with private enterprise and government agencies to develop and maintain a dynamic infrastructure network responsive to usage demand that attracts and retains residents and businesses.
<b>Priority Outcomes</b>	<b>Our Roles</b>
Our investments in public assets are based on responsible and sustainable asset custodianship	Modernise the Shire’s Asset Management Planning framework to sustainably manage our existing asset network and

	consider asset expansion within sustainable levels of service.
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### ATTACHMENTS

Circulated with the agenda are the following items relevant to this report:

- Lease Agreement (Doc Id: SODR-877026889-3444)
- Cervantes Airstrip Annexure A (Doc Id: SODR-877026889-3446)  
**(Marked 9.3.1)**

### VOTING REQUIREMENT

Simple Majority

### **OFFICER RECOMMENDATION**

**That Council:**

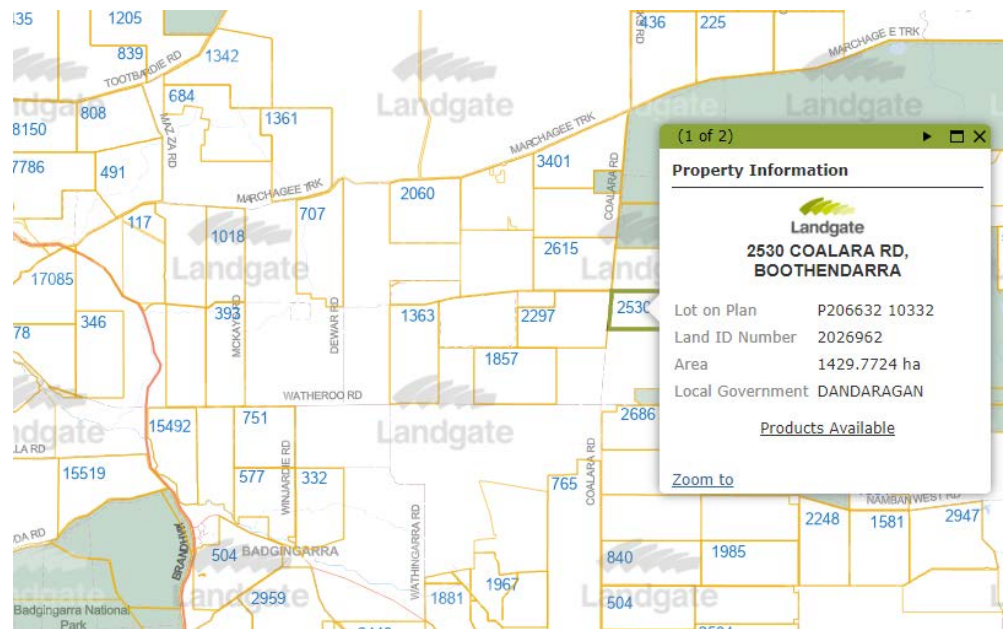
- 1. Endorse the proposed draft lease of the Cervantes Airstrip Private Hangar Site 1 between the Shire and Munda Pastoral Pty Ltd for public advertising in accordance with Section 3.58(3) of the *Local Government Act 1995* inclusive of the following material terms:
 
  - a. Land: 560sqm portion of Crown Reserve 35811, Lot 613 on Deposited Plan 182955.
  - b. Commencement Date: 1 October 2023.
  - c. Term: 21 Years.
  - d. Commencement annual lease fee: \$1,680 (\$3m<sup>2</sup>).
  - e. Annual rental increase: Perth Consumer Price Index for the June Quarter.
  - f. Market valuation review: To be conducted after the 10th year and 20th year, with an independent valuation to be undertaken by a certified practicing valuer agreed to by both the Lessor and Lessee.
  - g. Authorised Use: Aerodrome hangar for aircraft protection from the weather, direct sunlight; and for maintenance, repair, manufacture, assembly, and storage of aircraft.**
- 2. Subject to there being no adverse submissions during the public advertising period, authorise the Chief Executive Officer to execute the lease agreement with Munda Pastoral Pty Ltd.**

### 9.3.2 REQUEST FOR TIME EXTENSION TO DEVELOPMENT APPROVAL – CATTLE FEEDLOT – LOT 10332 COALARA RD, BOOTHENDARRA

Location: 2530 Coalara Road, Boothendarra  
 Applicant: Sustainable Beef Systems Pty Ltd on behalf of Central Stockcare Pty Ltd  
 File Ref: Development Services / Applications / Development / 2020 / 79  
 Disclosure of Interest: Nil  
 Date: 20 December 2022  
 Author: Rory Mackay, Principal Planning & Building Officer  
 Senior Officer: Louis Fouche, Executive Manager Development Services

#### PROPOSAL

The applicant is seeking a one (1) year extension of the development approval for the Coalara Feedlot scheduled to lapse on 25 February 2023.



Location Plan - Lot 10332 Coalara Rd, Boothendarra

#### BACKGROUND

On 25 February 2021, Council granted conditional development approval for an 8,000 head cattle feedlot on the subject property (minute extract attached). The development is planned to be developed in stages, starting with an initial stocking of 4,000 head and increasing to the total 8,000 head as the market determines.

The majority of feed and cattle infrastructure will be established during the first stage of development. The subsequent stages will see extensions added relative to the additional number of cattle to be contained on site.

The applicant has advised that Stage 1 of the feedlot did not commence in 2022 due to the lack of availability of labour and

materials in a competitive demand period. It has also been stated that beef industry market conditions have not been viable to commence construction to date. Given these parameters, the applicant has requested a further 12-months to substantially commence construction of the feedlot. The applicant expects to commence construction in mid to late 2023.

In terms of the Deemed Provisions for Local Planning Schemes “substantial commencement” means that some substantial part of work in respect of a development approved under a planning scheme has been performed as determined by the responsible authority.

#### COMMENT

As Central Stockcare remain committed to the construction of the cattle feedlot, the request for the extension of the current approval timeframe is considered reasonable. With the resolution of market issues expected to be corrected in the near future, the extension to the development approval would provide for construction to be considerably commenced prior to 25 February 2024.

Given the above, and that there are no significant changes to the proposed development, it is considered reasonable to approve the minor amendment of approval subject to the other conditions imposed on 25 February 2021.

#### CONSULTATION

As the request is for a single minor amendment, it is not considered necessary for consultation be undertaken in this instance.

#### STATUTORY ENVIRONMENT

- Local Planning Scheme No 7
- Planning and Development (Local Planning Schemes) Regulations 2015

#### *71. Commencement of development under development approval*

*If development approval is granted under clause 68 —*

*(a) the development must be substantially commenced*

- (i) if no period is specified in the approval — within the period of 2 years commencing on the date on which the determination is made; or*
- (ii) if a period is specified in the approval — within that period; or*
- (iii) in either case — within a longer period approved by the local government on an application made under clause 77(1)(a);*

*and*

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

*(b) the approval lapses if the development has not substantially commenced within the period determined under paragraph (a).*

**77. Amending or cancelling development approval**

*(1) An owner of land in respect of which development approval has been granted by the local government may make an application to the local government requesting the local government to do any or all of the following —*

*(a) to amend the approval so as to extend the period within which any development approved must be substantially commenced.*

**POLICY IMPLICATIONS**

There are local no policy implications relevant to this item.

**FINANCIAL IMPLICATIONS**

The applicant has paid the required \$295 fee for the request to amend the cattle feedlot's development approval.

**STRATEGIC IMPLICATIONS**

Strategic Community Plan, Envision 2029

02 - Prosperity	The region will experience economic and population growth with increasing economic opportunities, diversifying primary production and a vibrant visitor economy.
<b>Priority Outcomes</b>	<b>Our Roles</b>
Our region is celebrated as a major contributor to the State's food production with a diverse range of agricultural, fishery and horticultural enterprises.	Collaborate with local industry to maximise economic returns by supporting and advocating research and development initiatives that have local relevance.

**ATTACHMENTS**

Circulated with the agenda is the following item relevant to this report:

- Minute Extract of February 2021 Ordinary Meeting of Council (Doc Id: SODR-1262144384-10441)
- Request letter from applicant (Doc Id: SODR-1262144384-16181)

***(Marked 9.3.2)***

**VOTING REQUIREMENT**

Simple majority

**OFFICER RECOMMENDATION**

**That Council:**

- 1. pursuant to Clause 77(1)(a) of Schedule 2: Deemed provisions for local planning schemes of the Planning and**

***Development (Local Planning Schemes) Regulations 2015*** grants a one-year extension to the development approval granted on 25 February 2021 for the animal husbandry intensive (cattle feedlot) at Lot 10331 Coalara Road, Boothendarra until the 25 February 2024; and

2. advises the applicant that the extension of time to the current development approval does not alter the other conditions of approval in relation to the development and that this decision relates specifically to the period of time upon which construction work must have substantially commenced as determined by the Shire of Dandaragan.



### 9.3.3 PROPOSED OUTBUILDING – LOT 584 (NO.6) PARAKEET BEND, JURIEN BAY

Location:	Lot 584 (No.6) Parakeet Bend, Jurien Bay
Applicant:	Nusteel Patios & Sheds Moora on behalf of D & D Fraser
File Ref:	Development Services / Applications / Development / 2022 / 145
Disclosure of Interest:	Nil
Date:	21 December 2022
Author:	Rory Mackay, Principal Planning & Building Officer
Senior Officer:	Louis Fouche, Executive Manager Development Services

#### PROPOSAL

The proponent is seeking development approval for an outbuilding with a reduced side setback at 6 Parakeet Bend, Jurien Bay.



*Location Plan – Lot 584 (No.6) Parakeet Bend, Jurien Bay*

#### BACKGROUND

The applicant is seeking development approval to construct a 61m<sup>2</sup> enclosed outbuilding with a wall height of 3.6m and a ridge height of 4.4m at the rear of the 710m<sup>2</sup> property. The outbuilding will be constructed with a steel frame clad in Colorbond steel sheeting to match the colour palette of the dwelling under construction by Country Builders WA. The outbuilding will be set back 1.5m from the rear boundary with a wall length of 6m, located 0.3m from the adjacent side boundary with a wall length of 10.2m. A four-bedroom, two-bathroom dwelling with a 35m<sup>2</sup> garage is nearing completion on the property.

An outbuilding is defined by the *Residential Design Codes (R-Codes)* (State Planning Policy 7.3) as:

*An enclosed non-habitable structure that is detached from any dwelling.*

The subject property is zoned Residential under the Shire's Local Planning Scheme No.7 with a density code of R12.5.

Council's *Local Planning Policy 9.4: Outbuildings Residential Areas* (Policy) outlines the following parameters for outbuildings:

	LPP9.4	Proposed
Area	71m <sup>2</sup>	61m <sup>2</sup>
Wall/gutter height	3.6m	3.6m
Ridge Height	4.5m	4.5m
Rear setback	1.5m	1.5m
Side setback	1.5m	0.3m

The applicant has sought the above side setback variation for increased ease of vehicle access to the outbuilding.

The development application was referred to the adjoining property owner for comment. This landowner raised concern with the reduced side setback as detailed in the consultation section. As a result, this application has been referred to Council for determination in accordance with the Delegation 9.1.2 (Town Planning – Other Use and Development).

#### COMMENT

Where a proposal does not meet the deemed-to-comply provisions of the Policy the decision maker is to consider the application against the design principles of the Policy (which is as per the R-Codes). The R-Codes design principles applicable for the proposed outbuilding are:

#### Lot boundary setback 5.1.3, P3.1

*P3.1 Buildings set back from lot boundaries or adjacent buildings on the same lot so as to:*

- *reduce impacts of building bulk on adjoining properties;*
- *provide adequate direct sun and ventilation to the building and open spaces on the site and adjoining properties; and*
- *minimise the extent of overlooking and resultant loss of privacy on adjoining properties.*

#### Outbuildings 5.4.3, P3

*Outbuildings that do not detract from the streetscape or the visual amenity of residents or neighbouring properties.*

The merits of the development application are stated below in relation to these (R-Codes) performance based design principles and the Policy:

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

- The proposed outbuilding will be located behind the existing dwelling, to the rear of the property, which is a design characteristic consistent throughout Jurien Bay.
- The reduced side setback in lieu of 1.5m meets the deemed-to comply provision C2.1 solar access for adjoining site of the R-codes; 55m<sup>2</sup> of overshadowing of the 175m<sup>2</sup> allowed.
- The proposed position of the outbuilding allows efficient backyard driveway access.
- The proposed outbuilding will not result in ventilation, privacy or overlooking issues for adjoining properties.
- The proposed outbuilding is considered to be compatible with its setting in terms of building bulk, relative to the associated dwelling.
- The colour of the outbuilding will be complementary to the associated dwelling's design, to not detract from the streetscape or the amenity of neighbouring properties.
- A standard condition of development approval requires that stormwater be contained and controlled on the applicant's property. This will ensure that no gutters or downpipes / stormwater are located or run into adjoining properties.
- The proposed outbuilding will achieve the open space requirements of the R-Codes of 55% (390m<sup>2</sup>) of the property not occupied by any building.
- The proposed outbuilding will occupy only 61m<sup>2</sup> (9%) of the 710m<sup>2</sup> property.
- The proposed outbuilding is not oversized in either area or height.
- The adjoining property is vacant land which provides the landowner the ability to construct a residence to site characteristics in due course, noting the subject outbuilding is 10.2m in length in relation to a 35m long side boundary.

As the proposal is considered to meet the relevant R-Codes performance based design principles applicable for the proposed outbuilding as well as achieving orderly and proper planning, it is recommended that Council approve the subject development application, subject to conditions.

**CONSULTATION**

The proposal was forwarded to the adjoining side landowner for comment. This neighbour objected to the proposal as detailed in the following table.

Comments	Officer response
1. After further thought and analysis, my final decision is that I do not accept their 30cm proposal for the following reasons. Upon imputing the dimensions of the shed, a hypothetical boundary fence (at 2m as per the average Perth fence heights) and a 30cm gap into a program called SketchUp, I was able to gain a picture of what the construction would look like - as below and attached. A height of 3.6m is quite imposing, and when the	1. Noted. Solar access for the R-codes is determined for midday on the winter solstice. The reduced side setback in lieu of 1.5m meets the deemed-to comply provision C2.1 solar access for adjoining site of the R-codes (i.e. 55m <sup>2</sup> of overshadowing of the 175m <sup>2</sup> allowed).

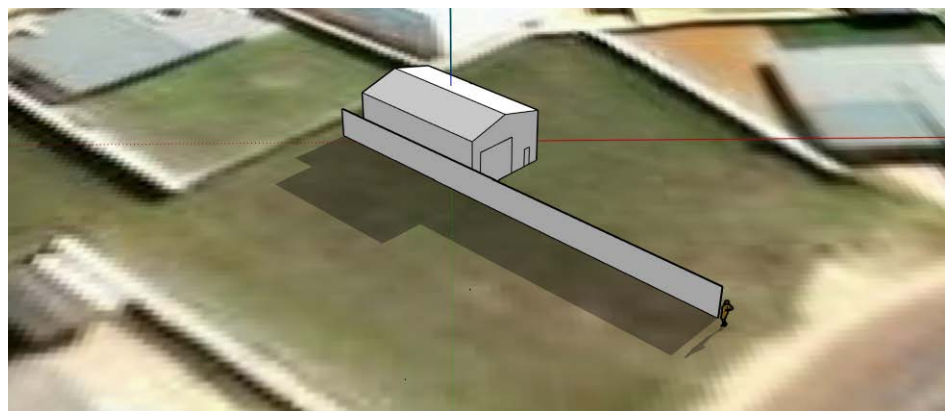
**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

roof dimensions is added, its twice the height of the fence. Its higher than walls of my Perth house. Note, I was also able to add in a geo location, so the shading you can see is typical of 9.30am during winter. I intend to build my house as a L shape with the garage on the right side of the property (as stipulated in the building guidelines) which would lead into the patio and backyard area. So, my backyard sits in the right side of the property, which will be shielded from the Jurien Bay winds by the house. That's right next to the neighbours proposed shed.

So here are my reasons for not accepting the proposal:

2. An imposing 4m high structure looming over my backyard is not pleasant to the eye. Also, it does create extra shade in the winter months.
3. It is 10m long, which basically lines up against over half of my backyard length.
4. 30cm does not allow enough room for a person to walk down the side for any repairs (to building or fence), especially as its 10m long. If a fence had to be replaced due to weather damage, issues could be encountered if there was a ground height difference between the two properties (perhaps causing the shed to slump downwards).
5. I still don't see why they need a door at the front when just around the corner is another door. They could quite easily reduce the width of the structure.
6. This is a massive building that resembles more of a factory unit than a suburban shed. I'm sure you wouldn't allow a house to be built 30cm from the fence boundary. I am not at all comfortable with the 30cm they are requesting. You can see on the maps you attached in the original email; they have whited out where they originally had placed the shed, which seems like they were abiding by the 1.5m rule in the beginning.
7. Preferably, I don't want a shed of that size at all, but I guess that's out of my hands. However, I'm only prepared to allow 1.2m minimum.

2. The relevant building heights of the proposed outbuilding comply with the guiding local planning policy. (See table in Background section of the report). The proposed outbuilding is also considered to be compatible with its setting in terms of building bulk, relative to the associated dwelling.
3. Noted. As per the above responses.
4. The reduced setback may present some maintenance challenges for the subject landowner in the future, however a site visit has indicated that there is no significant ground level difference on the boundary between the two lots in question. No raised finished floor level above 100mm is proposed in this application either. The building will also be required to meet the relevant structural requirements of the National Construction Code when the Building Permit application is assessed.
5. The area of outbuilding is 10m<sup>2</sup> under the maximum outbuilding area contemplated under the guiding local planning policy for the subject property.
6. As listed above, the proposed outbuilding is within size limits of the guiding Local Planning Policy and the reduced setback has been assessed as meeting the applicable design principles of the R-Codes.  
The original proposal complied with the standard 1.5m setback and was later amended to the subject reduced setback of 0.3m.
7. Noted.



*Submitter's SketchUp image*

**STATUTORY ENVIRONMENT**

- Planning and Development (Local Planning Schemes) Regulations 2015

- Deemed provisions for local planning schemes
- Cl.67. Consideration of application by local government
- Local Planning Scheme No 7:  
Clause 4.2 of the Scheme outlines *State Planning Policy 3.1 - Residential Design Codes* is to read as part of the Scheme.

#### POLICY IMPLICATIONS

Local Planning Policy 9.4 Outbuildings Residential Areas

#### FINANCIAL IMPLICATIONS

The applicant has paid the required fee for the development application.

#### STRATEGIC IMPLICATIONS

There are no strategic implications relevant to this item.

#### ATTACHMENTS

Circulated with the agenda are the following items relevant to this report:

- Site plan (Doc Id: SODR-1262144384-16205)
  - Elevation plan (Doc Id: SODR-1262144384-16222)
- (Marked 9.3.3)**

#### VOTING REQUIREMENT

Simple majority

#### **OFFICER RECOMMENDATION**

**That Council grant development approval for an outbuilding at Lot 584 Parakeet Bend, Jurien Bay subject to following conditions and advice:**

#### **Conditions**

- 1. All development shall be carried out only in accordance with the details of the application as approved herein and any approved plan. Subject to any modifications required as a consequence of any conditions of this approval the approved plans shall not be altered without the prior written approval of the Shire of Dandaragan.**
- 2. All stormwater must be contained and disposed of on-site at all times, to the satisfaction of the Shire of Dandaragan.**
- 3. The outbuilding is not to be used for human habitation, to the satisfaction of the Shire of Dandaragan.**

#### **Advice Notes**

**A. This is a development approval of the Shire of Dandaragan under its *Local Planning Scheme No.7* only. The applicant/landowner is advised that it is their responsibility to ensure that the proposed development complies with all other applicable legislation, local laws, licensing**

requirements and/or legal agreements that may relate to the development.

- B. If the applicant/landowner is aggrieved by this determination, there is a right of review by the State Administrative Tribunal in accordance with Part 14 of the *Planning and Development Act 2005*. An application must be submitted within 28 days of this determination.**



### 9.3.4 PROPOSED HOLIDAY HOUSE – LOT 1028 (NO.5) DOVER WAY, JURIEN BAY

Location:	Lot 1028 (No.5) Dover Way, Jurien Bay
Applicant/Landowner:	TM Gomm
File Ref:	Development Services / Applications / Holiday House / 2022 / 131
Disclosure of Interest:	Nil
Date:	22 December 2022
Author:	Rory Mackay, Principal Planning & Building
Officer Senior Officer:	Louis Fouché, Executive Manager Development Services

#### PROPOSAL

The proponent is seeking development approval for the use of Lot 1028 (No.5) Dover Way, Jurien Bay as a commercial holiday house.



Location Pan – Lot 1028 (No.5) Dover Way, Jurien Bay

#### BACKGROUND

The proponent originally lodged a development application to seek approval to accommodate up to eleven guests for short stay bookings, not exceeding three consecutive months. The applicant subsequently revised their application to a guest capacity of eight (after advertising and assessment of the application), following officer advice that the application would be recommended for refusal.

Two submissions were received during the advertising of the application (both of which objected to the proposal) resulting in a Council determination being required for the application in accordance with Delegation 9.1.2 (Town Planning – Other Use and Development).

The subject property and surrounding area are zoned 'Special Development 1' with density coding of R20 under the Shire's *Local Planning Scheme No.7 (Scheme)*.

*Local Planning Policy 9.12 Short-Term Rental Accommodation (Policy)* has been adopted by Council to guide the assessment of

holiday house development applications. The subject application for up to eight guests within a single dwelling is classified as a 'Holiday House' under the Policy. The Policy has the following objectives:

- *To support the role of un-hosted short-term rental accommodation as part of the tourism industry.*
- *To provide for the safety of guests who may be less familiar with the dwelling and surrounding environment.*
- *To establish development standards for unhosted short-term rental accommodation to avoid off-site impacts and maintain the desired amenity of the Residential, Rural Residential and Regional Centre zones.*
- *To encourage the provision of good quality, well managed unhosted short-term rental accommodation.*

There are currently no commercial holiday houses approved in close proximity to this proposal.

#### COMMENT

Dwellings provide places for people to shelter, to retreat, to eat and to gather. While temporary accommodation (such as a holiday house) may be said to also provide these, the intensity, and the manner of these two land uses is not the same. This is because in the context of a holiday house, the premises are not being occupied as a dwelling (permanent residence) but for tourist accommodation.

For example, it was noted in Hope and City of Joondalup [2007], that outdoor areas are routinely used more intensively and for longer hours in short stay accommodation than would often be the case for permanent residential use. Additionally, each time a booking begins, and ends, people enter and leave the premises; this regular movement of different people into and out of the premises has consequential amenity impacts on the surrounding locality.

'Amenity' is defined within the Deemed Provisions of LPS7 to mean:

*All those factors which combine to form the character of an area and include the present and likely future amenity.*

It is for the reasons above that holiday house development applications have to be considered carefully, because if the premises is deemed suitable for use as a holiday house, then those who choose to stay there, should be entitled to use the premises in an ordinary manner that one may use a holiday house.

It is acknowledged that this tourist land use within an established residential area of Jurien Bay has the potential to adversely affect the amenity of nearby permanent residents. The objections



**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

received raised this concerned as detailed in the consultation section below.

The premises will be managed locally by Professionals Jurien Bayview Realty who currently manages more than thirty (30) commercial holiday houses in Jurien Bay with one incident reported to the Shire in the last two (2) years. This management arrangement provides a local point of call for neighbouring landowners / tenants surrounding the proposed holiday and complies with clause 7.5 Management Protocols of the Policy which requires holiday house property managers to reside or have their office 30 minutes driving distance from the premises and be contactable between 9am and 5pm Monday to Saturday (excluding public holidays) and 9am to 12pm on Sundays and public holidays.

An assessment of the proposal against the deemed-to-comply criteria of the Policy is displayed in the following table.

Deemed-to-comply Provision	Proposed
<p><u>Utility Servicing</u> The premises is:</p> <ol style="list-style-type: none"> <li>1. connected to reticulated water for the exclusive use of the premises; and</li> <li>2. located within the Shire's kerbside refuse collection area; and</li> <li>3. connected to reticulated sewerage, or there is an approved on-site effluent disposal system with adequate capacity for the proposed number of guests.</li> </ol>	<p><u>Compliance</u> Connected to reticulated water and sewerage; and has an active rubbish collection service.</p>
<p><u>Vehicle Parking</u> The premises will have constructed on-site car parking bays, consistent with the size and manoeuvrability criteria set out in the Residential Design Codes of Western Australia, but with no more than any of two bays arranged one behind the other in accordance with the following rates: 9-12 guests = minimum of 4 bays</p>	<p><u>Compliance</u> 5 front parking bays.  On-street car parking is also available on Dover Way.</p>
<p><u>Dwelling Design</u></p> <ol style="list-style-type: none"> <li>1. The premises is an existing, lawful dwelling.</li> <li>2. There is 5.5m<sup>2</sup> per guest in each bedroom utilising beds.</li> <li>3. Bedrooms in a premises are provided in accordance with the following rates: 8-12 guests = 4 bedrooms</li> </ol>	<p><u>Compliance</u></p> <ul style="list-style-type: none"> <li>▪ Lawful 4 bedroom dwelling</li> <li>▪ 3 bathrooms and 3 toilets</li> <li>▪ 1<sup>st</sup> bedroom (2 guests, queen bed) – 12m<sup>2</sup></li> <li>▪ 2<sup>nd</sup> bedroom (2 guests, queen bed) – 11m<sup>2</sup></li> <li>▪ 3<sup>rd</sup> bedroom (2 guests, double bed) – 11m<sup>2</sup></li> </ul>

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

<p>4. Bathrooms and toilets are provided in accordance with the following rates: 7-12 guests = 1 or 2 bathrooms and 2 toilets</p>	<ul style="list-style-type: none"> <li>▪ 4<sup>th</sup> bedroom (2 guests, double bed) – 11m<sup>2</sup></li> </ul>
<p><u>Overcrowding</u> Each occupant over the age of 10 years has 14m<sup>3</sup> of airspace within a bedroom for sleeping purposes. Each occupant 10 years and under has 8m<sup>3</sup> of airspace within a bedroom for sleeping purposes.</p>	<p><u>Compliance</u></p> <ul style="list-style-type: none"> <li>▪ 1st bedroom (2 guests, queen bed) – 32m<sup>3</sup></li> <li>▪ 2nd bedroom (2 guests, queen bed) – 30m<sup>3</sup></li> <li>▪ 3rd bedroom (2 guests, double bed) – 30m<sup>3</sup></li> <li>▪ 4th bedroom (2 guests, double bed) – 30m<sup>3</sup></li> </ul>

Given the above, granting conditional development approval is recommended until 30 June 2023. On cessation of this period, any complaints received against the premises will be reviewed before renewal for another 12-month period is provided (if forthcoming).

### CONSULTATION

The original application for eleven guests was advertised to immediate neighbouring landowners from 2 December 2022 until 22 December 2022. As detailed previously, two objections were received from surrounding landowners.

<u>Comment</u>	<u>Officer Response</u>
<p>I own property in South Yunderup and one of my good neighbours opened their house to commercial bed and breakfast facilities. Firstly, they were absolutely shocked by the behaviour of some of their guests and after a short period of six months they closed down their service. I absolutely oppose this application for a commercial holiday house. This area is a quality residential area and not a commercial area. We purchased the properties to enjoy the quiet ambience of the area and will not accept undesirable behaviour of short term holiday makers.</p>	<p>Noted.</p> <p>The subject landowner has made use of their rights afforded to them under <i>Local Planning Scheme No.7</i> to apply for a development application for a holiday house.</p> <p>The application must be assessed on its town planning merits including the Shire's Local Planning Framework. This assessment is provided in the body of the report.</p>
<p>We own the block of land at X and object to the Commercial Holiday House approval for the following reasons:</p> <ol style="list-style-type: none"> <li>1. antisocial behaviour to neighbour's</li> <li>2. loud music, parties</li> <li>3. parking hazards</li> <li>4. up to 11 people in a residential house is too many</li> </ol>	<ol style="list-style-type: none"> <li>1. A guest code of conduct which amongst other matters covers guest noise – 'noise should generally cease after 9pm Sunday through to Thursday and after midnight Friday and Saturday'. The property manager will be responsible for upholding the guest code of conduct as per a condition</li> </ol>

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

<p>5. shortage of long-term rentals in Jurien Bay</p> <p>6. once you approve 1 commercial holiday home there will be lots more</p> <p>7. elderly and retired people live in this neighbourhood</p> <p>8. decrease in property values, if this approval proceeds we will be considering not building on our land.</p>	<p>of development approval. Anti-social behaviour can also be reported to the Police after normal business hours.</p> <p>2. See 1 above.</p> <p>3. The proposed holiday house meets the deemed-to-comply policy provision for onsite car parking.</p> <p>4. The applicant has subsequently revised the guest capacity to a new limit of eight guests.</p> <p>5. Noted. The application needs to be considered on its town planning merits as noted in the response to the first submission above.</p> <p>6. Any residential landowner in the Shire may make a development application for use of their dwelling for short stay accommodation purposes.</p> <p>7. Noted.</p> <p>8. There is no evidence provided that the property values have decreased in the locality as the result of commercial holiday houses being permitted by the Shire.</p>
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**STATUTORY ENVIRONMENT**

- Deemed Provisions for local planning schemes
  - 67. Consideration of application by local government
    - (2) *In considering an application for development approval (other than an application on which approval cannot be granted under subclause (1)), the local government is to have due regard to the following matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application*
      - (a) *the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;*
      - (b) *the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving;*
      - ...
      - (g) *any local planning policy for the Scheme area;*
      - ...
      - (n) *the amenity of the locality including the following —*
        - (i) *environmental impacts of the development;*
        - (ii) *the character of the locality;*
        - (iii) *social impacts of the development;*

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

...

*(y) any submissions received on the application;*

- Local Planning Scheme No.7 – as outlined.
- Health Local Laws 2005:
  - Overcrowding
    - 3.2.2 *The owner or occupier of a house shall not permit—*
      - a) *a room in the house that is not a habitable room to be used for sleeping purposes; or*
      - b) *a habitable room in the house to be used for sleeping purposes unless—*
        - (i) *for every person over the age of 10 years using the room there is at least 14 cubic metres of air space per person; and*
        - (ii) *for every person between the ages of 1 and 10 years there is at least 8 cubic metres of air space per person; or*
      - c) *any garage or shed to be used for sleeping purposes.*

**POLICY IMPLICATIONS**

Local Planning Policy 9.12 Short-Term Rental Accommodation – as outlined.

**FINANCIAL IMPLICATIONS**

The applicant has paid the required fee for the development application.

**STRATEGIC IMPLICATIONS**

Strategic Community Plan – Envision 2029

02 - Prosperity	The region will experience economic and population growth with increasing economic opportunities, diversifying primary production and a vibrant visitor economy.
Priority Outcomes	Our Roles
Our Shire has a contemporary land use planning system that responds to, and creates, economic opportunities.	Ensuring that our planning framework is modern and meets the needs of industry, small business and emerging opportunities.

**ATTACHMENTS**

Circulated with the agenda are the following items relevant to this report:

- Holiday house management documents (Doc Id: SODR-1262144384-16364)
- Floor plan (Doc Id: SODR-1262144384-16225)

***(Marked 9.3.4)***

**VOTING REQUIREMENT**

Simple majority.

**OFFICER RECOMMENDATION**

That Council approve the development application for the proposed Holiday House at Lot 1028 (No.5) Dover Way, Jurien Bay, subject to following conditions and advice:

**Conditions**

1. All development shall be carried out only in accordance with the details of the application as approved herein and any approved plan. Subject to any modifications required as a consequence of any conditions of this approval the approved plans shall not be altered without the prior written approval of the Shire of Dandaragan.
2. The Holiday House must not cause nuisance or degrade the amenity of the neighbourhood in any way, including by reason of the emission of noise, light, odour, fumes, smoke, vapour or other pollutant, or impact on public safety or otherwise, to the satisfaction of the Shire of Dandaragan.
3. The total number of people to be accommodated in the Holiday House shall not exceed eight (8) guests at all times.
4. The Holiday House shall be operated be in accordance with the 'Code of Conduct', and the 'Fire and Emergency Plan' submitted with the subject development application date stamped 17 January 2023.
5. The listed 'Property Manager' shall undertake the duties listed on the 'Property Management Plan' submitted with the subject development application date stamped 17 January 2023.
6. All vehicle parking must be confined to the Holiday House premises and the constructed on-street parking areas in the immediate proximity of the application site.
7. A sign up to 0.2m<sup>2</sup> in area listing the approved property manager's contact details is to be erected / placed on a frontage wall, fence, or entry statement to the premises to the satisfaction of the Shire of Dandaragan prior to the commencement of the development.
8. This development approval is valid until the 30 June 2023. The Holiday House land use should cease before or on this date unless otherwise approved in writing by the Shire of Dandaragan.

**Advice Notes**

- A. This is a development approval of the Shire of Dandaragan under its *Local Planning Scheme No.7*. It is not a building permit or an approval to commence or carry out development under any other law. It is the responsibility of the applicant/landowner to obtain any other necessary approvals, consents, permits, and licenses required under any other law, and to commence and carry out development in accordance with all relevant laws.

- B. In relation to condition 6, parking is not permitted on road verges, footpaths, vacant lots etc. in order not to adversely affect the amenity of the locality.**
- C. Development approval does not affect the existing and future use of the premises as a Single House.**
- D. Under the *Shire of Dandaragan Health Local Laws 2005* each guest of a holiday house ten years and older requires fourteen cubic metres of airspace to sleep.**
- E. If the applicant/landowner is aggrieved by this determination, there is a right of review by the State Administrative Tribunal in accordance with Part 14 of the *Planning and Development Act 2005*. An application must be submitted within 28 days of the determination.**

### 9.3.5 PROPOSED TELECOMMUNICATIONS INFRASTRUCTURE - LOT 3 (NO.12051) BRAND HIGHWAY, COOLJARLOO

Location:	Lot 3 (#12051) Brand Highway, Cooljarloo
Applicant:	Australia Tower Network Pty Ltd
Landowner:	Tronox Management Pty Ltd
File Path:	Development Services / Applications / Development / 2022 / 143
Disclosure of Interest:	Nil
Date:	10 January 2023
Author:	Rory Mackay, Principal Planning & Building Officer
Senior Officer:	Louis Fouche, Executive Manager Development Services

#### PROPOSAL

To consider a development application for the construction of a telecommunications tower and associated infrastructure on Lot 3 (No. 12051) Brand Highway, Cooljarloo (Tronox mine site). A determination whether the proposed land use of 'telecommunications infrastructure' is consistent with the objectives of the 'Rural' zone, is required in the first instance.



Location Plan - Lot 3 (No. 12051) Brand Highway, Cooljarloo

#### BACKGROUND

The proponent, Australia Tower Network (ATN) is working in partnership with Optus Mobile (Optus). Optus has engaged ATN to acquire and deploy new mobile telecommunications base station sites around Australia to help facilitate the ongoing expansion of the Optus mobile network, including the subject proposal.

Optus have determined that the current level of service is inadequate and improved mobile telephone and mobile broadband internet coverage is required within the Cooljarloo and Cataby localities.

Optus will be the anchor tenant at the proposed ATN facility; however, the facility will be available to other Australia's mobile

carriers, government agencies and other wireless service providers via co-location.

The subject property is zoned Rural under the Shire of Dandaragan Local Planning Scheme No.7 (Scheme). The property forms part of Tronox's mineral sands mining operation in the Cooljarloo locality.

The Scheme objective for the Rural zone of which the subject property is zoned is:

*To provide for a range of rural activities such as broadacre and diversified farming so as to retain the rural character and amenity of the locality, in such a way as to prevent land degradation and further loss of biodiversity.*

### COMMENT

With reference to the use-not-listed provisions of the Scheme, it is recommended that Council first determine that the use is compatible with the Rural zoning and secondly, grant development approval for the proposed telecommunication infrastructure for the following reasoning. The development:

- is not expected to have an adverse impact on visual amenity of the locality or be clearly observed from the Brand Highway which is 1km away;
- will provide a needed public benefit of enhanced mobile phone and mobile broadband internet services to the Cooljarloo locality and the Brand Highway major thoroughfare in accordance with Shire strategy; and
- requires no vegetation clearing or obstruction to the established mining land use as the chosen site is adjacent mine site offices within an existing car park.

### CONSULTATION

As no owners or occupiers of properties were identified in the vicinity of the development who are likely to be negatively affected by the granting of development approval, no consultation was undertaken.

### STATUTORY ENVIRONMENT

Local Planning Scheme No. 7

Telecommunications infrastructure is defined in the Scheme as:  
*means land used to accommodate any part of the infrastructure of a telecommunications network and includes any line, equipment, apparatus, tower, antenna, tunnel, duct, hole, pit, or other structure used, or for use in or in connection with, a telecommunications network.*

As this proposed land use class is not listed within the Zoning Table of the Scheme, the use-not-listed provisions of the Scheme apply:



3.4.2. *If a person proposes to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus of activity of any other use category the local government may —*

- a. *determine that the use is consistent with the objectives of the particular zone and is therefore permitted;*
- b. *determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of clause 64 of the deemed provisions in considering an application for development approval; or*
- c. *determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.*

#### POLICY IMPLICATIONS

State Planning Policy 5.2 Telecommunication Infrastructure - *balance the need for effective telecommunications services and effective roll-out of networks, with the community interest in protecting the visual character of local areas.*

#### FINANCIAL IMPLICATIONS

Application fee received.

#### STRATEGIC IMPLICATIONS

- Local Planning Strategy 2020

Actions Utility Infrastructure – Telecommunications:

In consultation with network providers, seek improvement to the quality of telecommunications and technology infrastructure throughout the Shire.

- 2021-2029 Strategic Community Plan – Envision

02 - Prosperity	The region will experience economic and population growth with increasing economic opportunities, diversifying primary production and a vibrant visitor economy.
<b>Priority Outcomes</b>	<b>Our Roles</b>
Our region is celebrated as a major contributor to the State's food production with a diverse range of agricultural, fishery and horticultural enterprises.	Advocate and facilitate the reduction in economic barriers such as access to water, electricity, logistics infrastructure and telecommunications.

#### ATTACHMENTS

Circulated with the agenda are the following Items relevant to this report:

- Development application report 5/22 (Doc Id: SODR-1262144384-16138)
  - Development plans (Doc Id: SODR-1262144384-16139)
- (Marked 9.3.5)**

VOTING REQUIREMENT

Simple Majority.

**OFFICER RECOMMENDATION**

**That Council:**

- A. determine that the proposed land use of 'telecommunications infrastructure' is consistent with the objectives of the 'Rural' zone and is therefore permitted in accordance with clause 3.4.2 a) of the *Shire of Dandaragan Local Planning Scheme No.7*; and**
- B. grant development approval for telecommunications infrastructure upon Lot 3 Brand Highway, Cooljarloo subject to following condition and advice:**

**Condition**

All development shall be carried out only in accordance with the details of the application as approved herein and any approved plan. Subject to any modifications required as a consequence of any conditions of this approval the approved plans shall not be altered without the prior written approval of the Shire of Dandaragan.

**Advice**

- A. This is a development approval of the Shire of Dandaragan for 'Telecommunications Infrastructure' under its *Local Planning Scheme No.7* only. The applicant/landowner is advised that it is their responsibility to ensure that the proposed development complies with all other applicable legislation, Australian standards, local laws, licensing requirements and/or legal agreements that may relate to the development.**
- B. If the applicant/landowner is aggrieved by this determination, there is a right of review by the State Administrative Tribunal in accordance with Part 14 of the *Planning and Development Act 2005*. An application must be submitted within 28 days of the determination.**

## 9.4 GOVERNANCE & ADMINISTRATION

### 9.4.1 REPRESENTATION REVIEW SUBMISSION

Location:	Shire of Dandaragan
Applicant:	Not Applicable
Folder Path:	Office of the CEO / Governance / Boundaries and Amalgamations / Electoral
Disclosure of Interest:	Nil
Date:	17 January 2023
Author:	Brent Bailey, Chief Executive Officer
Senior Officer:	Not Applicable

#### PROPOSAL

The purpose of this report is for Council to consider its preferred option for enacting the reduction in Councillor numbers which has been mandated by the Minister for Local Government's local government reform process.

#### BACKGROUND

In July 2022, the Minister for Local Government announced a final package of local government reforms. These included:

- The introduction of preferential voting;
- Directly elected Mayors and Presidents for band 1 and 2 local governments;
- Councillor numbers based on population; and
- Removal of wards for band 3 and 4 local governments.

The Minister has advised that the Bill to amend the Local Government Act 1995 is likely to be introduced to Parliament in early 2023. The Minister has provided the Shire of Dandaragan with the option of a voluntary pathway or a default action and in October 2022, Council elected to take the voluntary pathway.

Following this decision, the attached discussion paper has been distributed within the community to undertake public consultation, outlining a number of different options for the reduction in Councillor numbers. There was 1 submission received which are provided within the attachments.

#### COMMENT

The following timeline demonstrates how the voluntary pathway has progressed.

Process	Timeframe	Status
Council resolves to undertake the voluntary pathway via a ward and representation review.	27 <sup>th</sup> October 2022	Complete
Council formally advise the DLGSC of Council's decisions.	28 <sup>th</sup> October 2022	Complete
A comprehensive discussion paper is developed and adopted by Council at a Special Council Meeting in November.	14 <sup>th</sup> November 2022	Complete

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

Council advertises that it is conducting a review and the associated public submission period opens (minimum 6 weeks) and the discussion paper is made available to the community for consideration, and public submissions are invited on the matter.	15 <sup>th</sup> November 2022	Complete
Public submission period closes.	16 <sup>th</sup> January 2023	Complete
Assessment of all submissions are considered against the relevant factors to be considered, and a draft report is prepared for Council decision.	17 <sup>th</sup> January 2023	Complete
A report is presented to Council on the outcome of the public submissions and the proposed changes. Council resolves to adopt a preferred option for submitting to the Advisory Board.	25 <sup>th</sup> January 2023	Pending
The preferred option is submitted to the Advisory Board via the formal report, for the Board's consideration and recommendation.	27 <sup>th</sup> January 2023	Pending
The Advisory Board considers the Council's review report, and a recommendation is submitted to the Minister, which can either be accepted or rejected.	February to June 2023	Pending
If accepted gazettal occurs and changes are in effect for the October 2023 election.	June 2023	Pending

Council is now required to determine its future Councillor numbers and phase in preferences to meet the proposed statutory requirements of the State Government in time for the October 2023 local government elections. The table below provides a summary of the options which were presented in the discussion paper released for public consultation.

<b>Options resulting in 7 Elected Members</b>	
<b>Option 1</b>	Reduce the number of elected members to seven (7) at the 2023 election (3 vacant Councillor positions will be contested).
<b>Option 2</b>	Reduce the number of elected members to seven (7) at the 2023 election with all Council positions to be declared vacant.
<b>Option 3</b>	Reduce the number of elected members to eight (8) at the 2023 election and seven (7) at the 2025 election.
<b>Options resulting in 6 Elected Members</b>	

**AGENDA FOR ORDINARY COUNCIL MEETING TO BE HELD WEDNESDAY 25 JANUARY 2023**

Option 4	Reduce the number of elected members to six (6) at the 2023 election (2 vacant Councillor positions will be contested).
Option 5	Reduce the number of elected members to six (6) at the 2023 election with all Council positions to be declared vacant.
Option 6	Reduce the number of elected members to seven (7) at the 2023 election and six (6) at the 2025 election.
Option 7	Reduce the number of elected members to eight (8) at the 2023 election and six (6) at the 2025 election.
<b>Options resulting in 5 Elected Members</b>	
Option 8	Reduce the number of elected members to five (5) at the 2023 election (1 vacant Councillor position will be contested).
Option 9	Reduce the number of elected members to five (5) at the 2023 election with all Council positions to be declared vacant.
Option 10	Reduce the number of elected members to seven (7) at the 2023 election and five (5) at the 2025 election.
Option 11	Reduce the number of elected members to six (6) at the 2023 election and five (5) at the 2025 election.

While there has not been a significant response from the public consultation process, the retention of the greater number of Councillors has been a common theme in formal submissions, Council's original local government reform submission to the Minister and informal comments on the topic.

The officer's recommendation supports Option 3 with the changes phased in over the next two election cycles while retaining the maximum number of elected members. In implementing this change, at each of these elections there would be a reduction in the number of available vacancies if the proposal is supported by the Local Government Advisory Board and the Minister.

#### CONSULTATION

Public consultation has been undertaken as detailed above.

#### STATUTORY ENVIRONMENT

*Local Government Act 1995*

#### ***Schedule 2.2 — Provisions about names, wards and representation***

##### *1. Terms used*

*In this Schedule, unless the contrary intention appears — affected electors, in relation to a submission, means electors whose eligibility as electors comes from residence, or ownership or occupation of property, in the area directly affected by the submission;*

*review means a review required by clause 4(4) or 6 or authorised by clause 5(a);*

*submission means a submission under clause 3 that an order be made to do any or all of the things referred to in section 2.2(1), 2.3(3) or 2.18(3).*

*2. Advisory Board to make recommendations relating to new district*

*(1) When a local government is newly established, the Advisory Board —*

*(a) at the direction of the Minister; or*

*(b) after receiving a report made by a commissioner appointed under section 2.6(4) after carrying out a review, is, in a written report to the Minister, to recommend the making of an order to do all or any of the things referred to in section 2.2(1)(a), 2.3(2) or 2.18(1).*

*(2) In making its recommendations under subclause (1) the Advisory Board is to take into account the matters referred to in clause 8(c) to (g) so far as they are applicable.*

*3. Who may make submissions about ward changes etc.*

*(1) A submission may be made to a local government by affected electors who —*

*(a) are at least 250 in number; or*

*(b) are at least 10% of the total number of affected electors.*

*(2) A submission is to comply with any regulations about the making of submissions.*

*4. Dealing with submissions*

*(1) The local government is to consider any submission made under clause 3.*

*(2) If, in the council's opinion, a submission is —*

*(a) one of a minor nature; and*

*(b) not one about which public submissions need be invited, the local government may either propose\* to the Advisory Board that the submission be rejected or deal with it under clause 5(b).*

*\* Absolute majority required.*

*(3) If, in the council's opinion —*

*(a) a submission is substantially similar in effect to a submission about which the local government has made a decision (whether an approval or otherwise) within the period of 2 years immediately before the submission is made; or*

*(b) the majority of effected electors who made the submission no longer support the submission, the local government may reject the submission.*

*(4) Unless, under subclause (2) or (3), the local government rejects, or proposes to reject, the submission or decides to*

*deal with it under clause 5(b), the local government is to carry out a review of whether or not the order sought should, in the council's opinion, be made.*

*[Clause 4 amended: No. 49 of 2004 s. 68(2) (4).]*

*5. Local government may propose ward changes or make minor proposals*

*A local government may, whether or not it has received a submission —*

- (a) carry out a review of whether or not an order under section 2.2, 2.3(3) or 2.18 should, in the council's opinion, be made; or*
- (b) propose\* to the Advisory Board the making of an order under section 2.2(1), 2.3(3) or 2.18(3) if, in the opinion of the council, the proposal is —*
  - (i) one of a minor nature; and*
  - (ii) not one about which public submissions need be invited;*

*or*
- (c) propose\* to the Minister the making of an order changing the name of the district or a ward.*

*\* Absolute majority required.*

*6. Local government with wards to review periodically*

*(1) A local government the district of which is divided into wards is to carry out reviews of —*

- (a) its ward boundaries; and*
- (b) the number of offices of councillor for each ward, from time to time so that not more than 8 years elapse between successive reviews.*

*(2) A local government the district of which is not divided into wards may carry out reviews as to —*

- (a) whether or not the district should be divided into wards; and*
- (b) if so —*

- (i) what the ward boundaries should be; and*
- (ii) the number of offices of councillor there should be for each ward, from time to time so that not more than 8 years elapse between successive reviews.*

*(3) A local government is to carry out a review described in subclause (1) or (2) at any time if the Advisory Board requires the local government in writing to do so.*

*7. Reviews*

*(1) Before carrying out a review a local government has to give local public notice advising —*

- (a) that the review is to be carried out; and*
- (b) that submissions may be made to the local government before a day fixed by the notice, being a day that is not less than 6 weeks after the notice is first given.*



*(2) In carrying out the review the local government is to consider submissions made to it before the day fixed by the notice.*

**8. Matters to be considered in respect of wards**

*Before a local government proposes that an order be made —*

*(a) to do any of the matters in section 2.2(1), other than discontinuing a ward system; or*

*(b) to specify or change the number of offices of councillor for a ward, or proposes under clause 4(2) that a submission be rejected, its council is to have regard, where applicable, to —*

*(c) community of interests; and*

*(d) physical and topographic features; and*

*(e) demographic trends; and*

*(f) economic factors; and*

*(g) the ratio of councillors to electors in the various wards.*

**9. Proposal by local government**

*On completing a review, the local government is to make a report in writing to the Advisory Board and may propose\* to the Board the making of any order under section 2.2(1), 2.3(3) or 2.18(3) it thinks fit.*

*\* Absolute majority required.*

**10. Recommendation by Advisory Board**

*(1) Where under clause 5(b) a local government proposes to the Advisory Board the making of an order under section 2.2(1), 2.3(3) or 2.18(3), and the Board is of the opinion that the proposal is —*

*(a) one of a minor nature; and*

*(b) not one about which public submissions need be invited, the Board, in a written report to the Minister, is to recommend the making of the order but otherwise is to inform the local government accordingly and the local government is to carry out a review.*

*(2) Where under clause 9 a local government proposes to the Advisory Board the making of an order of a kind referred to in clause 8 that, in the Board's opinion, correctly takes into account the matters referred to in clause 8(c) to (g), the Board, in a written report to the Minister, is to recommend the making of the order.*

*(3) Where a local government proposes to the Advisory Board the making of an order of a kind referred to in clause 8, or that a submission under clause 4(2) be rejected, that, in the Board's opinion, does not correctly take into account the matters referred to in that clause —*

*(a) the Board may inform the local government accordingly and notify the local government that a proposal that does correctly take those matters into account is to be made within such time as is set out in the notice; and*



*(b) if the local government does not make a proposal as required by a notice under paragraph (a), the Board may, in a written report to the Minister, recommend\* the making of any order under section 2.2(1), 2.3(3) or 2.18(3) it thinks fit that would correctly take into account those matters.*

*\* Absolute majority required.*

*(4) Where a local government fails to carry out a review as required by clause 6, the Advisory Board, in a written report to the Minister, may recommend\* the making of any order under section 2.2(1), 2.3(3) or 2.18(3) it thinks fit that would correctly take into account the matters referred to in clause 8.*

*\* Absolute majority required.*

#### **11. Inquiry by Advisory Board**

*(1) For the purposes of deciding on the recommendation, if any, it is to make under clause 10(3)(b) or (4), the Advisory Board may carry out any inquiry it thinks necessary.*

*(2) The Advisory Board may recover the amount of the costs connected with an inquiry under subclause (1) from the local government concerned as if it were for a debt due.*

#### **12. Minister may accept or reject recommendation**

*(1) The Minister may accept or reject a recommendation of the Advisory Board made under clause 10.*

*(2) If the recommendation is accepted the Minister can make a recommendation to the Governor for the making of the appropriate order.*

### **POLICY IMPLICATIONS**

There are no policy implications relevant to this item.

### **FINANCIAL IMPLICATIONS**

A reduction in Councillor representation numbers will reduce budgetary provisions for elected member expenses and allowances by approximately \$45,000.

Counteracting these potential savings, future budget decisions could potentially determine that increasing Councillor representation workloads should be compensated with adjustments to fees and allowances.

Optional Preferential Voting will also incur additional costs arising from the counting of votes as it is a more labour intensive process. It is likely that savings generated from the reduction in the number of Councillors will be reduced by the increased costs of the Western Australian Electoral Commission conducting a more complex electoral process. The final true financial implications will be able to be quantified at the October 2023 Council election.

STRATEGIC IMPLICATIONS

## Community Strategic Plan – Envision 2029

04 - Community	The Shire's resident population will be the fastest growing population in the region supported by increased community recreation and cultural opportunities and access to key liveability factors such as health and wellbeing services and educational opportunities
<b>Priority Outcomes</b>	<b>Our Roles</b>
A region that develops and supports community leadership and collective values	Provide an industry leading local government organisation promoting community confidence and support in our decision-making process

ATTACHMENTS

Circulated with the agenda are the following Items relevant to this report:

- Local Government Reform – Review of Wards and Representation Discussion Paper 2022 (Doc Id: SODR-878193511-2848)
- Public Submissions (Doc Id: SODR-878193511-2876)

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

**That Council authorises the Chief Executive Officer to report to the Local Government Advisory Board that the proposal of the Shire of Dandaragan is to reduce the number of elected members at the Shire of Dandaragan to eight (8) at the 2023 election and seven (7) at the 2025 election.**

**9.5 COUNCILLOR INFORMATION BULLETIN****9.5.1 SHIRE OF DANDARAGAN – DECEMBER COUNCIL STATUS REPORT**

Document ID: [SODR-1739978813-6076]

Attached to the agenda is a copy of the Shire's status report from the Council Meeting held 15 December 2022. **(Marked 9.5.1)**

**9.5.2 SHIRE OF DANDARAGAN – BUILDING STATISTICS – DECEMBER 2022**

Document ID: [SODR-2045798944-4161]

Attached to the agenda is a copy of the Shire of Dandaragan Building Statistics for December 2022. **(Marked 9.5.2)**

**9.5.3 SHIRE OF DANDARAGAN – PLANNING STATISTICS – DECEMBER 2022**

Document ID: [SODR-2045798944-4160]

Attached to the agenda is a copy of the Shire of Dandaragan Planning Statistics for December 2022. **(Marked 9.5.3)**

**9.5.4 SHIRE OF DANDARAGAN TOURISM / LIBRARY / COMMUNITY ACTIVITIES REPORT FOR DECEMBER 2022**

Document ID: [SODR-1876983588-1214]

Attached to the agenda is monthly report for Tourism / Library for December 2022. **(Marked 9.5.4)**

**10 NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING****11 CONFIDENTIAL ITEMS FOR WHICH MEETING IS CLOSED TO THE PUBLIC****12 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN****13 CLOSURE OF MEETING**



# ATTACHMENTS

**FOR ORDINARY COUNCIL MEETING 25 JANUARY 2023**

**Shire of Dandaragan**

**ACCOUNTS FOR PAYMENT  
FOR THE PERIOD ENDING  
31 DECEMBER 2022**

**SUMMARY OF SCHEDULE OF ACCOUNTS DECEMBER 2022**

<b><u>FUND</u></b>					<b><u>AMOUNT</u></b>
<b><u>MUNICIPAL FUND</u></b>					
<b>CHEQUES</b>	33834		- 33834		<b>\$358.50</b>
<b>EFT'S</b>	EFT	619	- EFT	643	<b>\$2,055,576.70</b>
<b>DIRECT DEBITS</b>	GJBDEB	4967	GJBDEB	4985	<b>\$59,802.22</b>
<b>BPAY</b>	BPAY	BPAY021222	- BPAY	BPAY231222	<b>\$15,832.11</b>
<b>TOTAL MUNICIPAL FUND</b>					<b><u>\$2,131,569.53</u></b>
<b><u>TRUST FUND</u></b>					
<b>CHEQUES</b>	N/A		- N/A		<b>\$0.00</b>
<b>EFT'S</b>	EFT	N/A	- EFT	N/A	<b>\$0.00</b>
<b>TRANSFER</b>	Trust	N/A	- Muni	N/A	<b>\$0.00</b>
					<b><u>\$0.00</u></b>

This schedule of accounts to be passed for payment, covering vouchers as detailed above, which was submitted to each member of Council has been checked and is fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costings and the amounts shown the amounts show are due for payment.

Posting Date	Document Type	Document No.	Bank Account No.	Description	Amount
8/12/2022		GJBDEB-4967	MUNI	Salary Packaging	\$ 1,116.73
8/12/2022		GJBDEB-4968	MUNI	SuperChoice - 22/11/22	\$ 22,880.89
1/12/2022	Payment	GJBDEB-4969	MUNI	BWA - BPAY transaction fee	\$ 364.00
1/12/2022	Payment	GJBDEB-4970	MUNI	BWA - Maintenance fee	\$ 20.00
1/12/2022	Payment	GJBDEB-4971	MUNI	ANZ Merchant fees	\$ 331.52
2/12/2022	Payment	GJBDEB-4972	MUNI	WEX - Fuel Cards	\$ 3,253.32
5/12/2022	Payment	GJBDEB-4973	MUNI	CBA - Merchant fees	\$ 345.06
5/12/2022	Payment	GJBDEB-4974	MUNI	CBA - Merchant fees	\$ 67.24
9/12/2022	Payment	GJBDEB-4975	MUNI	BWA - Medium deposit book	\$ 4.50
9/12/2022	Payment	GJBDEB-4976	MUNI	WA Treasury - Loan Repayment 134	\$ 1,875.37
9/12/2022	Payment	GJBDEB-4977	MUNI	SecurePay fees	\$ 15.93
22/12/2022		GJBDEB-4978	MUNI	SuperChoice - 20/12/22	\$ 23,401.93
22/12/2022		GJBDEB-4979	MUNI	Salary Packaging	\$ 1,116.73
20/12/2022	Payment	GJBDEB-4980	MUNI	M/C Vacuum Spares - Vacuum cleaner bags M/C Cervantes Liquor - Council Refreshments 24 Nov 2022	\$ 69.95
20/12/2022	Payment	GJBDEB-4981	MUNI	M/C LGIS - LG Forum Volunteer Bushfire fighters	\$ 165.94
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Canva subscriptions	\$ (33.00)
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Adobe - Subscription	\$ 209.90
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Adobe - Subscription	\$ 8.02
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Adobe - Acropro Subscription	\$ 21.99
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Adobe - Acropro Subscription	\$ 347.99
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Helen Ansell - Community Puzzle Library	\$ 158.90
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Jonny Bigg - Staff uniforms	\$ 289.98
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Kmart - NSS Book purchase	\$ 26.00
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Simply Headsets - 4 Corded headset	\$ 307.00
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C SpaceToCo - Council meeting booking Cervantes	\$ 190.00
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Aust Post - National Police Clearance	\$ 58.70
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C DMIRS - Building Surveying Practitioner Application	\$ 622.00
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C The Gerald Hotel - Accommodation Coral Coast Meeting	\$ 247.25
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Spalding - Chain basketball net for foreshore	\$ 36.98
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C BWS Staff Member 10th Anniversary	\$ 179.00
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C JB Butcher Staff Member 10th Anniversary	\$ 580.00
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C BWS - Council meeting refreshments	\$ 128.00
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C BWS - Council meeting refreshments	\$ 405.00
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Tribe Hotel Perth - WALGA Effective Supervision training	\$ 422.60
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C Nesuto Accommodation Training	\$ 170.10
20/12/2022	Payment	GJBDEB-4982	MUNI	M/C LGIS - LG Forum Volunteer Bushfire fighters	\$ 33.00
28/12/2022	Payment	GJBDEB-4983	MUNI	Australia Post fees	\$ 158.52
28/12/2022	Payment	GJBDEB-4984	MUNI	Australia Post fees	\$ 171.68
20/12/2022	Payment	GJBDEB-4985	MUNI	M/C LGIS Forum Volunteer bushfire fighters	\$ 33.50
<b>Grand Total - Direct Debits</b>					<b>\$ 59,802.22</b>

Date	Cheque Number	Vendor	Invoice	Description	Amount
22/12/2022	33834	V82531 - PLEASE PAY CASH	JB ADMIN PC RECOUP DEC 22	Meeting refreshments	\$ 358.50
				<b>Total V82531</b>	<b>\$ 358.50</b>
				<b>Total 33834</b>	<b>\$ 358.50</b>
				<b>Grand Total - Cheque</b>	<b>\$ 358.50</b>



Date	BPAY Number	Vendor	Invoice	Description	Amount
1/12/2022	BPAY021222	V80818 - Telstra Corporation	7863675800/NOV22	JB Office Shared Data Nov 22	\$ 11,022.78
				<b>Total V80818</b>	<b>\$ 11,022.78</b>
				<b>Total BPAY021222</b>	<b>\$ 11,022.78</b>
9/12/2022	BPAY091222	V80818 - Telstra Corporation	2175531686/DEC22	Mobile usage to 1/12/22	\$ 754.52
			2175531868/DEC22	Fuel Systems Dec 22	\$ 29.98
			2503689339/DEC22	Library usaged to 1/12/22	\$ 134.97
				<b>Total V80818</b>	<b>\$ 919.47</b>
				<b>Total BPAY091222</b>	<b>\$ 919.47</b>
23/12/2022	BPAY231222	V80818 - Telstra Corporation	5258987000/DEC22	Phone usage to 01/12/2022	\$ 3,701.87
			2175532049/DEC22	Mobile usage to 01/12/2022	\$ 187.99
				<b>Total V80818</b>	<b>\$ 3,889.86</b>
				<b>Total BPAY231222</b>	<b>\$ 3,889.86</b>
				<b>Grand Total - BPAY</b>	<b>\$ 15,832.11</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
2/12/2022	640/1138	V80087 - Synergy			
			399440080/NOV22	Lot66 Heaton St Abolish Supply Charge	\$ 518.10
			108788340/NOV22	CBD Rest Area Cervantes 20/9-18/11/22	\$ 158.85
			454515450/NOV22	Marinefields Standpipe 16/9-16/11/22	\$ 120.19
			111890190/NOV22	Park opposite sales office (5A pk) 16/9-15/11/22	\$ 118.56
			263827240/NOV22	Beachridge Estate Sign 16/9-14/11/22	\$ 115.43
			853497790/NOV22	Shire Depot Cervantes 20/9-16/11/22	\$ 111.58
			125055780/NOV22	Weston St Park 21/9-18/11/22	\$ 113.51
			818063790/NOV22	Cervantes F/S Amenities 21/9-19/11/22	\$ 140.58
			903907310/NOV22	Cervantes F/S Amenities	\$ 283.99
			905537000/NOV22	Memorial Cnr 21/9-19/11/22	\$ 189.08
			686912910/NOV22	Cervantes Oval 21/9-19/11/22	\$ 1,545.03
			411619200/NOV22	New Admin Centre 21/10-17/11/22	\$ 3,244.27
			429026190/NOV22	Jurien Bay Depot 21/10-17/11/22	\$ 1,440.52
				<b>Total V80087</b>	<b>\$ 8,099.69</b>
		V80102 - Westrac Equipment			
			SI 1657181	Inspect and maintain hydraulic system	\$ 4,151.04
				<b>Total V80102</b>	<b>\$ 4,151.04</b>
		V80137 - Western Australian Local Government Association			
			SI-003051	Staff Training	\$ 242.00
				<b>Total V80137</b>	<b>\$ 242.00</b>
		V80150 - RDI Transport			
			3816	Freight	\$ 38.61
				<b>Total V80150</b>	<b>\$ 38.61</b>
		V81002 - Landgate			
			380013	Rural UVs 15/10-28/10/22	\$ 130.41
				<b>Total V81002</b>	<b>\$ 130.41</b>
		V81031 - AN & A Whybrow			
			4649	Push 8,000m3 of gravel prior to 24 October	\$ 13,291.52
				<b>Total V81031</b>	<b>\$ 13,291.52</b>
		V81038 - AV Truck Services Pty Ltd			
			122270	Check & repair A/C - replace damaged radiator	\$ 8,698.44
				<b>Total V81038</b>	<b>\$ 8,698.44</b>
		V81172 - WA Hino Sales & Service			
			291389	SERVICE KITS AND AIR FILTER KITS	\$ 797.32
				<b>Total V81172</b>	<b>\$ 797.32</b>
		V81343 - Dandaragan Mechanical Services			
			9282A	Brake shoe and hardware kit	\$ 199.30
				<b>Total V81343</b>	<b>\$ 199.30</b>
		V81352 - Jurien Signs			
			6314	Plinth and plaque	\$ 660.00
			6336	Helmet stickers	\$ 110.00
			6325	Install vehicle signage	\$ 522.50
			6335	Road Signs for Emergencies and Mitigation Work	\$ 2,146.52
				<b>Total V81352</b>	<b>\$ 3,439.02</b>
		V81480 - Jurien Bay Service Station & Roadhouse			
			449251	Catering	\$ 39.40
				<b>Total V81480</b>	<b>\$ 39.40</b>
		V81506 - Afgri Equipment Australia Pty Ltd			
			2655867	Investigate fault	\$ 182.60
				<b>Total V81506</b>	<b>\$ 182.60</b>
		V81545 - Winc Australia Pty Limited			
			9040982621	Stationery Order Nov 22	\$ 53.24
			9040983652	Stationery Order Nov 22	\$ 646.80
			9040999135	Printing Business Cards	\$ 66.00
				<b>Total V81545</b>	<b>\$ 766.04</b>
		V81616 - Jurien Pest Management			
			7621	6 monthly Termite Inspection of Munbinea Bridge	\$ 310.00
				<b>Total V81616</b>	<b>\$ 310.00</b>
		V81778 - Local Government Professionals Australia WA			
			34755	Staff Training	\$ 450.00
				<b>Total V81778</b>	<b>\$ 450.00</b>
		V81795 - Jurien Bay Community Resource Centre			
			1290	Printing of maps	\$ 60.00
				<b>Total V81795</b>	<b>\$ 60.00</b>
		V81860 - Shadbolt Electrical			
			4502131	Assorted electrical works at the JB Airstrip	\$ 13,306.15
				<b>Total V81860</b>	<b>\$ 13,306.15</b>
		V81924 - Toll Transport Pty Ltd			
			0590-D583590	Freight W/E 21/11/22	\$ 242.44
				<b>Total V81924</b>	<b>\$ 242.44</b>
		V81935 - Department of Fire and Emergency Services			
			154801	2022/23 ESL Quarter 2	\$ 109,840.06
				<b>Total V81935</b>	<b>\$ 109,840.06</b>
		V82028 - Avon Waste			
			53218	Fortnightly rubbish service 07/11/22 to 18/11/22	\$ 15,571.68
				<b>Total V82028</b>	<b>\$ 15,571.68</b>
		V82166 - David Gray & Co Pty Ltd			
			1612216	Wheelie Bin Accessories	\$ 715.55
				<b>Total V82166</b>	<b>\$ 715.55</b>
		V82225 - Midcoast Hydraulic Services			
			40	Replace the borrowed snatch strap	\$ 3,465.00
				<b>Total V82225</b>	<b>\$ 3,465.00</b>
		V82274 - Vari-Skilled			
			20516	Mowing Contract 2022/23 November 2022	\$ 15,734.74
				<b>Total V82274</b>	<b>\$ 15,734.74</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
		<b>V82351 - Jurien Bay Building</b>			
			1121	Scissors lift hire	\$ 330.00
				<b>Total V82351</b>	<b>\$ 330.00</b>
		<b>V82364 - Abco Products</b>			
			839089	Cleaning Supplies - November 2022	\$ 1,006.22
				<b>Total V82364</b>	<b>\$ 1,006.22</b>
		<b>V82388 - Tony Dolton</b>			
			4409	Supply up to 4 road trains to cart gravel	\$ 70,400.00
				<b>Total V82388</b>	<b>\$ 70,400.00</b>
		<b>V82474 - Direct Contracting Pty Ltd</b>			
			2438	Maintenance Grading - assorted roads	\$ 12,320.00
			2437	Hire of water cart and roller, install culvert	\$ 7,799.00
			2402	Supply and deliver drainage products	\$ 32,931.80
				<b>Total V82474</b>	<b>\$ 53,050.80</b>
		<b>V82767 - Fowler Electrical Contracting</b>			
			R008812	a/c replacement	\$ 1,327.57
				<b>Total V82767</b>	<b>\$ 1,327.57</b>
		<b>V82933 - Jurien Bay Quality Meats</b>			
			18/NOV22	Catering for Bushfire Ready and Brigade Open Day	\$ 90.00
				<b>Total V82933</b>	<b>\$ 90.00</b>
		<b>V83094 - Dave Watson Contracting Pty Ltd</b>			
			2726	Prune and mulch Koonah from Badgy Rd for 3km	\$ 9,735.00
				<b>Total V83094</b>	<b>\$ 9,735.00</b>
		<b>V83327 - Coles Group Limited</b>			
			CGC1038269	Gift Cards -2022	\$ 2,764.85
				<b>Total V83327</b>	<b>\$ 2,764.85</b>
		<b>V83437 - Brook Marsh Pty Ltd</b>			
			30010180	Survey works for pegging and seal spotting	\$ 2,662.00
				<b>Total V83437</b>	<b>\$ 2,662.00</b>
		<b>V83780 - Pinnacles Traffic Management Services</b>			
			171	Traffic controllers 15/11/22-24/11/22	\$ 12,630.75
				<b>Total V83780</b>	<b>\$ 12,630.75</b>
		<b>V83802 - Scavenger Fire &amp; Safety</b>			
			16515	Oliver boots	\$ 2,741.20
				<b>Total V83802</b>	<b>\$ 2,741.20</b>
		<b>V83882 - Turquoise Coast Computers</b>			
			9413	cat.6 cables	\$ 120.00
				<b>Total V83882</b>	<b>\$ 120.00</b>
		<b>V83917 - Swan Towing</b>			
			285009	Tow from Dandaragan to Redcliffe	\$ 1,430.00
				<b>Total V83917</b>	<b>\$ 1,430.00</b>
		<b>V84004 - Department of Water and Environmental Regulation</b>			
			TF025985	Controlled Waste DEC tracking form 3/11 to 8/11/22	\$ 220.00
				<b>Total V84004</b>	<b>\$ 220.00</b>
		<b>V84006 - Badgingarra Motors</b>			
			56800	Vehicle service	\$ 2,531.35
			56894	Air filter	\$ 85.00
				<b>Total V84006</b>	<b>\$ 2,616.35</b>
		<b>V84099 - W Coole Mechanical</b>			
			1956	Check and repair air con	\$ 286.55
				<b>Total V84099</b>	<b>\$ 286.55</b>
		<b>V84364 - W.A. Jacobs Toymaker (Australia) Pty Ltd</b>			
			02024997	Tourism Merchandise - Tees	\$ 3,670.79
				<b>Total V84364</b>	<b>\$ 3,670.79</b>
		<b>V84371 - Nessa Hall - Nesy Cleaning Management Services</b>			
			7690	Cervantes CBD Cleaning Contract October 2022	\$ 3,474.63
			7689	Jurien Bay Cleaning Contract October 2022	\$ 5,334.29
				<b>Total V84371</b>	<b>\$ 8,808.92</b>
		<b>V84422 - Jurien Tyre &amp; Auto</b>			
			60366	Recovery kits for Dandaragan LTs	\$ 554.95
				<b>Total V84422</b>	<b>\$ 554.95</b>
		<b>V84639 - Fegan Building Surveying</b>			
			944	Building Surveyor Services - 01/11/22 to 15/11/22	\$ 1,485.00
				<b>Total V84639</b>	<b>\$ 1,485.00</b>
		<b>V84656 - Hickey Constructions Pty Ltd</b>			
			3067	Jurien Bay Beach Pavilion Construction progress claim 9	\$ 63,796.55
				<b>Total V84656</b>	<b>\$ 63,796.55</b>
		<b>V84701 - Family Affair Cafe</b>			
			43	Catering - Council Meeting 24 November 2022	\$ 175.00
				<b>Total V84701</b>	<b>\$ 175.00</b>
		<b>V84719 - WML Consulting Engineers</b>			
			29693	Structural Assessment of Jurien Town Hall	\$ 4,947.25
				<b>Total V84719</b>	<b>\$ 4,947.25</b>
		<b>V84728 - WA Sign Style</b>			
			227	Fabricate and install wayfinding sign at White Street	\$ 14,386.90
				<b>Total V84728</b>	<b>\$ 14,386.90</b>
		<b>V84739 - Arteil (WA)</b>			
			83593	GRYPHON MK1 Ergonomic Chair	\$ 437.80
				<b>Total V84739</b>	<b>\$ 437.80</b>
		<b>V84743 - Jurien Bay Beach Cafe Pty Ltd</b>			
			58	Catering & drinks provision for Planting of Trees Queen's Platinum Jubilee Ev	\$ 853.80
				<b>Total V84743</b>	<b>\$ 853.80</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
		V84753 - Kaye Edwards			
			13	Tourism Merchandise	\$ 150.00
			4A	Tourism Merchandise - Jams, bags, masks	\$ 298.00
			5	Tourism Merchandise - Jams, bags, masks	\$ 44.00
			6	Tourism Merchandise - Jams, bags, masks	\$ 42.00
			7	Tourism Merchandise - Jams, bags, masks	\$ 249.00
			8	Tourism Merchandise - Jams, bags, masks	\$ 91.00
			11	Tourism Merchandise - Jams, bags, masks	\$ 65.00
			12	Tourism Merchandise - Jams, bags, masks	\$ 28.00
				<b>Total V84753</b>	<b>\$ 967.00</b>
				<b>Total 640/1138</b>	<b>\$ 461,266.26</b>
8/12/2022	619	Payroll	Payroll FNE 06/12/22	Payroll FNE 06/12/22	\$ 105,242.84
				<b>Total EFT 619</b>	<b>\$ 105,242.84</b>
9/12/2022	641/1139				
		V80021 - BOC Gases	5005930257	Cylinder Hire/Usage 29/10 to 27/11/22	\$ 80.14
				<b>Total V80021</b>	<b>\$ 80.14</b>
		V80087 - Synergy	919109010/DEC22	Powerwatch Security Lighting 01/11-30/11/22	\$ 417.70
			185507110/DEC22	Adriana 4A pk (Seinor Pk) 28/10-27/11/22	\$ 124.76
			113142450/DEC22	Cervantes Waste Tnf Stn 21/9-30/11/22	\$ 193.18
			721287150/DEC22	Street Lighting 25/10-24/11/22	\$ 16,781.72
			317260610/DEC22	JCC 5/10-1/12/22	\$ 1,741.50
				<b>Total V80087</b>	<b>\$ 19,258.86</b>
		V80163 - Badgingarra Community Assn	2022#129	Badgingarra Town Maintenance November 22	\$ 4,330.51
				<b>Total V80163</b>	<b>\$ 4,330.51</b>
		V80217 - CWA Jurien	2022-1112	Wreath - Remembrance Day	\$ 55.00
				<b>Total V80217</b>	<b>\$ 55.00</b>
		V80279 - Jurien Sport and Recreation Centre		05/12/2022 BookEasy Operator Return	\$ 480.00
				<b>Total V80279</b>	<b>\$ 480.00</b>
		V80549 - BP Jurien Bay	10361	Belt	\$ 22.65
			10368	Hino Filters	\$ 195.20
				<b>Total V80549</b>	<b>\$ 217.85</b>
		V80616 - Cervantes Pinnacles Motel	05/12/22 OP RETURN	BookEasy booking 11343018	\$ 157.50
				<b>Total V80616</b>	<b>\$ 157.50</b>
		V81002 - Landgate	379967	GRV 01/10 - 28/10/22	\$ 71.80
				<b>Total V81002</b>	<b>\$ 71.80</b>
		V81097 - Australia Post	1012016497	Postage November 2022	\$ 494.36
				<b>Total V81097</b>	<b>\$ 494.36</b>
		V81343 - Dandaragan Mechanical Services	9380	Landing legs self level	\$ 546.25
				<b>Total V81343</b>	<b>\$ 546.25</b>
		V81352 - Jurien Signs	6332	Turquoise Way Path signage	\$ 334.40
				<b>Total V81352</b>	<b>\$ 334.40</b>
		V81506 - Afgri Equipment Australia Pty Ltd	2649380	OIL FILTER , AIR FILTERS	\$ 333.63
				<b>Total V81506</b>	<b>\$ 333.63</b>
		V81545 - Winc Australia Pty Limited	9040913178	Stationery Order Nov 22	\$ 143.00
				<b>Total V81545</b>	<b>\$ 143.00</b>
		V81663 - Communication and Wireless Services	13147	2 x PBI satellite Decoder model 3200-10S2	\$ 2,114.57
			13146	Eddystone FM radio transmitters. Model E2170-01/s	\$ 15,851.18
				<b>Total V81663</b>	<b>\$ 17,965.75</b>
		V81744 - Nutrien Ag Solutions	908053904	Polly coupling 40x 40 mm	\$ 64.05
			907980874	8.5Kg Gas Bottle (exchange)	\$ 37.82
				<b>Total V81744</b>	<b>\$ 101.87</b>
		V81795 - Jurien Bay Community Resource Centre	1308	Printing - Posters	\$ 50.00
				<b>Total V81795</b>	<b>\$ 50.00</b>
		V81848 - Professionals Jurien Bayview Realty	251222	Staff Housing 12/12/2022 to 25/12/2022	\$ 740.00
			311222	Staff Housing 18/12/2022 to 31/12/2022	\$ 920.00
				<b>Total V81848</b>	<b>\$ 1,660.00</b>
		V81874 - Child Support	PJ003878	Child Support	\$ 202.04
				<b>Total V81874</b>	<b>\$ 202.04</b>
		V81912 - Moore Australia (WA) Pty Ltd	427515	Rating Review	\$ 1,100.00
				<b>Total V81912</b>	<b>\$ 1,100.00</b>
		V81973 - Fuel Distributors of WA Pty Ltd	19101856	Diesel Dand Depot	\$ 19,416.01
			19101857	Diesel Dand Depot	\$ 13,290.77
				<b>Total V81973</b>	<b>\$ 32,706.78</b>
		V82256 - Lowman Engineering	4927	Tank lid bracket	\$ 120.00
				<b>Total V82256</b>	<b>\$ 120.00</b>
		V82282 - Isweep Town & Country	2661	Street sweep Jurien Bay, Cervantes, Badgingarra & Dandaragan	\$ 9,394.00
				<b>Total V82282</b>	<b>\$ 9,394.00</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
		<b>V82381 - AAA Asphalt Surfaces</b>			
			7000	1 x pallet of Asphalt	\$ 1,237.50
				<b>Total V82381</b>	<b>\$ 1,237.50</b>
		<b>V82557 - Moora Toyota</b>			
			RI11100017	(+) Offset Trade - I60029	\$ (12,000.00)
				Fleet vehicle purchase	\$ 56,266.19
				<b>Total V82557</b>	<b>\$ 44,266.19</b>
		<b>V82567 - State Library of WA</b>			
			RI033998	Freight Recoup - Cervantes & Jurien Bay Inter-Library Loans	\$ 347.07
				<b>Total V82567</b>	<b>\$ 347.07</b>
		<b>V82672 - Jurien Bay Tourist Park</b>			
			05/12/22 OP RETURN	BookEasy booking 11269625	\$ 143.50
				<b>Total V82672</b>	<b>\$ 143.50</b>
		<b>V82767 - Fowler Electrical Contracting</b>			
			R008811	Earth fault	\$ 141.55
				<b>Total V82767</b>	<b>\$ 141.55</b>
		<b>V82774 - T-Quip</b>			
			115539#26	Left hand door glass	\$ 2,424.55
			115213#12	Rubber latches, catch latches & blade recycler	\$ 833.90
			115309#12	V belts & fans	\$ 105.85
			115308*115213#12	Rubber & catch latches	\$ (270.50)
				<b>Total V82774</b>	<b>\$ 3,093.80</b>
		<b>V82843 - Kay Glennon</b>			
			REIMBURSEMENT NOV22	Reimbursement plants at the Dandaragan Cemetery	\$ 178.56
				<b>Total V82843</b>	<b>\$ 178.56</b>
		<b>V83145 - Avdata Australia</b>			
			150029051/129	Jurien Bay Flight Data Nov 2022	\$ 238.70
				<b>Total V83145</b>	<b>\$ 238.70</b>
		<b>V83187 - Wayne Gibson (Cr)</b>			
			TRAVEL ALLOWANCE NOV 22	Members Travel 28/11/22	\$ 821.64
				<b>Total V83187</b>	<b>\$ 821.64</b>
		<b>V83365 - Bitutek Pty Ltd</b>			
			7303	Watheroo Rd - SLK 22.82 - 28.03 & 31.39 - 39.26, 92000m2 of 14mm final seal	\$ 375,825.76
				<b>Total V83365</b>	<b>\$ 375,825.76</b>
		<b>V83420 - Porter Consulting Engineers</b>			
			22763	Tender & Contract Administration to 25/11/22 Jurien Bay Foreshore Power	\$ 1,375.00
				<b>Total V83420</b>	<b>\$ 1,375.00</b>
		<b>V83480 - Jurien Bay Newsagency</b>			
			SN0003510112022	Stationery November 2022	\$ 23.10
				<b>Total V83480</b>	<b>\$ 23.10</b>
		<b>V83507 - CouncilFirst</b>			
			SI007479	STP Transaction October 22	\$ 55.00
				<b>Total V83507</b>	<b>\$ 55.00</b>
		<b>V83736 - Waterlogic Australia Pty Ltd</b>			
			CD-3438635	Civic Centre Filter Lease Dec 22	\$ 861.97
			CD-3438636	Jurien Admin & Depot Water Filter Lease Dec 22	\$ 877.80
				<b>Total V83736</b>	<b>\$ 1,739.77</b>
		<b>V83780 - Pinnacles Traffic Management Services</b>			
			172	Traffic controllers 25/11/22	\$ 352.00
				<b>Total V83780</b>	<b>\$ 352.00</b>
		<b>V83811 - Jurien Bay Computer Services</b>			
			R11028	Photography services	\$ 220.00
				<b>Total V83811</b>	<b>\$ 220.00</b>
		<b>V83817 - WCP Civil Pty Ltd</b>			
			27903	Wetmix Bibby reconstruction works approx 33,000m2	\$ 40,761.73
				<b>Total V83817</b>	<b>\$ 40,761.73</b>
		<b>V83853 - Hind's</b>			
			220500	White playground sand	\$ 1,171.29
				<b>Total V83853</b>	<b>\$ 1,171.29</b>
		<b>V84004 - Department of Water and Environmental Regulation</b>			
			TF026374	Controlled Waste DEC tracking form 17/11 to 30/11/22	\$ 176.00
				<b>Total V84004</b>	<b>\$ 176.00</b>
		<b>V84100 - Jurien Bay Motel Apartments</b>			
			2154	Accommodation	\$ 190.00
				<b>Total V84100</b>	<b>\$ 190.00</b>
		<b>V84181 - A.P. Keeble and J.M. Keeble</b>			
			18.JUL22	Merchandise - Field Guide to Hi-Vallee Farm	\$ 380.00
			25.AUG22	Merchandise - Field Guide to Hi-Vallee Farm	\$ 760.00
				<b>Total V84181</b>	<b>\$ 1,140.00</b>
		<b>V84244 - Cafe Corporate</b>			
			212286	Milk Steamer Cleaner 1L	\$ 63.80
				<b>Total V84244</b>	<b>\$ 63.80</b>
		<b>V84327 - Lyall Ward</b>			
			45/NOV22	Dandaragan Waste Attendant Nov 22	\$ 2,112.00
				<b>Total V84327</b>	<b>\$ 2,112.00</b>
		<b>V84371 - Nessa Hall - Nussy Cleaning Management Services</b>			
			7714	Cervantes Cleaning Contract Nov 2022	\$ 3,474.63
				<b>Total V84371</b>	<b>\$ 3,474.63</b>
		<b>V84391 - Innes Air &amp; Electrical Pty Ltd</b>			
			2812	Admin a/c 3 repair	\$ 2,187.78
				<b>Total V84391</b>	<b>\$ 2,187.78</b>
		<b>V84422 - Jurien Tyre &amp; Auto</b>			
			60445	Vehicle Service	\$ 547.65
				<b>Total V84422</b>	<b>\$ 547.65</b>
		<b>V84430 - MCG Architects Pty Ltd</b>			
			2665	Consultancy	\$ 3,300.00
				<b>Total V84430</b>	<b>\$ 3,300.00</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
		V84458 - Ray White Jurien Bay			
			301222	Staff Housing 17/12/2022 to 30/12/2022	\$ 670.00
				<b>Total V84458</b>	<b>\$ 670.00</b>
		V84518 - Borrell Rafferty Associates Pty Ltd			
			22201	Quantity surveying services	\$ 2,750.00
				<b>Total V84518</b>	<b>\$ 2,750.00</b>
		V84553 - Jurien Trenching & Excavations			
			181	Dig grave Jurien Bay	\$ 1,235.00
				<b>Total V84553</b>	<b>\$ 1,235.00</b>
		V84554 - Cloud Collections Pty Ltd			
			3666	Legal Expenses Nov 22	\$ 223.30
				<b>Total V84554</b>	<b>\$ 223.30</b>
		V84612 - Water Technology Pty Ltd			
			WT010351	Cervantes & Jurien Bay Adaptation - prof services 01/11-30/11/22	\$ 5,131.50
				<b>Total V84612</b>	<b>\$ 5,131.50</b>
		V84639 - Fegan Building Surveying			
			947	Building Surveyor Services - 15/11/22 to 30/11/22	\$ 1,485.00
				<b>Total V84639</b>	<b>\$ 1,485.00</b>
		V84670 - Trinity Burlas			
			REIMBURSEMENT NOV 22	Asbestos sampling equipment	\$ 311.11
				<b>Total V84670</b>	<b>\$ 311.11</b>
		V84676 - Trona Eyden			
			REIMBURSEMENT NOV 22	Fuel reimbursement - gun course	\$ 1,112.50
				<b>Total V84676</b>	<b>\$ 1,112.50</b>
		V84716 - Beaman Painting Services			
			1429	Civic Centre External Repaint	\$ 7,816.05
				<b>Total V84716</b>	<b>\$ 7,816.05</b>
				<b>Total 641/1139</b>	<b>\$ 595,722.22</b>
16/12/2022	642/1140				
		V80033 - Derricks Auto-Ag & Hardware Plus			
			10292100	Hydraulic Hoses	\$ 308.72
			10291927	Brake booster	\$ 260.00
			10292094	Fly nets	\$ 41.70
			10294015	Make up hydraulic hoses	\$ 59.85
			10294719	110mm joiner & funnel	\$ 168.50
			10294814	110mm male end connector	\$ 103.40
			10294777	Unloader valve	\$ 455.00
				<b>Total V80033</b>	<b>\$ 1,397.17</b>
		V80043 - Jurien Bay IGA			
			07/NOV22	Special Council Meeting 14/11/22	\$ 1,652.57
				<b>Total V80043</b>	<b>\$ 1,652.57</b>
		V80148 - Grass Growers			
			160089	Mulch approx 1000m3 of green waste	\$ 37,235.00
				<b>Total V80148</b>	<b>\$ 37,235.00</b>
		V80150 - RDI Transport			
			3930	Gas bottles & delivery	\$ 340.00
				<b>Total V80150</b>	<b>\$ 340.00</b>
		V80549 - BP Jurien Bay			
			10367	Supply & fit new headlamp globe	\$ 88.70
				<b>Total V80549</b>	<b>\$ 88.70</b>
		V80910 - Mcleods Barristers And Solicitors			
			127153	Legal Advice	\$ 659.45
				<b>Total V80910</b>	<b>\$ 659.45</b>
		V81306 - Badgingarra Community Centre Management Committee			
			2022-128	Contribution to BCC Operation	\$ 10,300.00
				<b>Total V81306</b>	<b>\$ 10,300.00</b>
		V81374 - Building and Construction Industry Training Fund			
			163495-P1B1W9	BCITF November 2022	\$ 2,913.59
				<b>Total V81374</b>	<b>\$ 2,913.59</b>
		V81382 - Cervantes Hardware and Marine			
			177683	Battery	\$ 240.00
			178012	High temp bearing grease	\$ 770.00
			177722	H7 12v globe	\$ 15.40
				<b>Total V81382</b>	<b>\$ 1,025.40</b>
		V81479 - Apis Rural Products			
			1201022	TCVC Merchandise - Liquid Honey	\$ 195.00
				<b>Total V81479</b>	<b>\$ 195.00</b>
		V81490 - Ricoh Finance			
			475921	Photocopier Lease 08/01/23 to 07/02/23	\$ 1,438.07
				<b>Total V81490</b>	<b>\$ 1,438.07</b>
		V81573 - Tiges Surf Shop			
			28/DEC22	JB Library International Games Week Prize Voucher	\$ 30.00
				<b>Total V81573</b>	<b>\$ 30.00</b>
		V81593 - Worldwide Joondalup Malaga			
			606011	250 Presentation Folders	\$ 760.00
				<b>Total V81593</b>	<b>\$ 760.00</b>
		V81611 - Australian Taxation Office			
			PJ003874	PAY01 2023-11 - From Payroll	\$ 6,177.00
				<b>Total V81611</b>	<b>\$ 6,177.00</b>
		V81660 - Central Regional TAFE			
			A3682	Staff Training refund	\$ (116.08)
			I0020717	Staff training	\$ 20.49
			I0020629	Staff Training	\$ 600.15
			A0003714	Staff Training refund	\$ (124.18)
			A0003482A	Staff Training refund	\$ (260.37)
				<b>Total V81660</b>	<b>\$ 120.01</b>
		V81683 - Cervantes Ratepayers & Progress Ass.			
			13/DEC22	Annual Contribution to Australia Day event	\$ 1,000.00
				<b>Total V81683</b>	<b>\$ 1,000.00</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
		<b>V81924 - Toll Transport Pty Ltd</b>			
			0591-D583590	Freight Dand Depot	\$ 67.45
			0592-D583590	Freight W/E 01/12/22	\$ 39.88
				<b>Total V81924</b>	<b>\$ 107.33</b>
		<b>V81938 - Australian Institute Of Management WA HRD Ltd</b>			
			7143694	Staff Training - Reschedule Fee	\$ 385.00
				<b>Total V81938</b>	<b>\$ 385.00</b>
		<b>V82767 - Fowler Electrical Contracting</b>			
			R008842	Materials and Contracts (ALL)	\$ 4,084.86
				<b>Total V82767</b>	<b>\$ 4,084.86</b>
		<b>V82773 - Cookies Coastal Earthworks</b>			
			B71	Earthworks for removal of bollards	\$ 1,210.00
				<b>Total V82773</b>	<b>\$ 1,210.00</b>
		<b>V82823 - The Last Drop Plumbing Co</b>			
			5162	Backflow Tags & Tests	\$ 825.00
				<b>Total V82823</b>	<b>\$ 825.00</b>
		<b>V82993 - Jurien Bay Mitre 10</b>			
			614798	Stihl 2 stroke oil	\$ 58.00
			614824	Total Joint Finish DIY 2kg	\$ 17.95
			614876	Paint, Paint Can Opener, Stain Merbau	\$ 309.40
			615639	Roller cover, Rags, Accent Int L/Sheen	\$ 189.30
			616224	Mini Hacksaw	\$ 16.95
			614955	3 x Broadknife, Lubricant Multi Aerosol	\$ 18.85
			615432	No more cracks door/trim, Spakfilla Rapid	\$ 65.25
			615489	Chain Loop	\$ 35.00
			615477	Starter Rope	\$ 8.40
			615554	Silicone	\$ 38.00
			615594	Galvanised Threaded Rod	\$ 16.95
			615629	Spray Marker, Measuring Cup	\$ 28.25
			616158	Cockroach Bait. Control Bombs, Mice Killer	\$ 42.20
			616077	Handle Lever Passage Set	\$ 25.00
			616246	Heavy Duty Battery AA 4 pack	\$ 8.50
			616521	Energizer Batteries	\$ 13.35
			616609	Wipes, BBQ Clean, Scrubs, Brush	\$ 41.60
			615863	Willow Jug	\$ 33.50
			616221	Rope & cargo net	\$ 59.90
			616427	Door handle set, wall plugs & screws	\$ 64.35
			616548	Hydrochloric acid	\$ 48.00
			616826	Chain	\$ 8.70
			616914	Postcrete 20kg bags	\$ 70.00
			616937	Polytube	\$ 26.75
			617091	Drill bit	\$ 11.95
			617238	Holesaw, extension leads & miniduct	\$ 75.05
			617268	Lashing hook	\$ 6.10
			617231	Screws & lashing hooks	\$ 24.70
			617272	Mud Guard Washer	\$ 11.90
			617395	Disinfectant	\$ 25.00
			617676	Nozzle & hose	\$ 89.50
			617701	PVC Elbow	\$ 2.75
			617720	Stihl chain loops & guidebars	\$ 206.00
			617944	Hose clamp	\$ 5.80
				<b>Total V82993</b>	<b>\$ 1,702.90</b>
		<b>V83051 - Central West Building Pty Ltd</b>			
			159454	Blocks for veranda around Depot building	\$ 4,728.57
				<b>Total V83051</b>	<b>\$ 4,728.57</b>
		<b>V83317 - Tourism Council Western Australia</b>			
			R-01223-579	Tourism Council WA Annual Membership 2023	\$ 1,430.00
				<b>Total V83317</b>	<b>\$ 1,430.00</b>
		<b>V83495 - Dandaragan Store</b>			
			C56/NOV22	Dandaragan Depot consumables Nov22	\$ 60.35
				<b>Total V83495</b>	<b>\$ 60.35</b>
		<b>V83654 - Asphalt in a Bag</b>			
			1630	1 pallet of 20kg asphalt bags	\$ 1,787.50
				<b>Total V83654</b>	<b>\$ 1,787.50</b>
		<b>V83741 - Scott Printers Pty Ltd</b>			
			167512	InDesign Components for Advertising	\$ 440.00
				<b>Total V83741</b>	<b>\$ 440.00</b>
		<b>V84119 - Countrywide Publications</b>			
			28700	Tourism Map - Artwork and printing	\$ 2,145.00
				<b>Total V84119</b>	<b>\$ 2,145.00</b>
		<b>V84221 - WA Holiday Guide Pty Ltd</b>			
			3737	Booking Commission Fee for WA Holiday Guide - Oct/Nov 2022	\$ 114.29
				<b>Total V84221</b>	<b>\$ 114.29</b>
		<b>V84273 - Building And Energy</b>			
			DANDARAGAN BSL NOV 22	BSL Remittances Nov 22	\$ 2,077.92
				<b>Total V84273</b>	<b>\$ 2,077.92</b>
		<b>V84370 - Jbay Glass Studio</b>			
			9	Tourism Merchandise - Glass Art (17 items)	\$ 505.00
				<b>Total V84370</b>	<b>\$ 505.00</b>
		<b>V84463 - Meeryn Hay</b>			
			MYN DD001	Tourism Merchandise - Embroidered bookmarks	\$ 200.00
				<b>Total V84463</b>	<b>\$ 200.00</b>
		<b>V84473 - Scripture Union WA</b>			
			20220159	Jurien Bay Beach Mission	\$ 1,500.00
			20220158	Jurien Bay Beach Mission	\$ 1,500.00
				<b>Total V84473</b>	<b>\$ 3,000.00</b>
		<b>V84524 - Hersey's Safety Pty Ltd</b>			
			47877	Supply of PPE for Dandaragan Depot	\$ 1,069.44
				<b>Total V84524</b>	<b>\$ 1,069.44</b>
		<b>V84546 - Lantern Architecture</b>			
			20353	Jurien Bay Foreshore Shelter Contract Administration	\$ 2,970.00
				<b>Total V84546</b>	<b>\$ 2,970.00</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
		<b>V84640 - Midwest Windscreens</b>			
			92392	Ford Everest DN001 Windscreen Replacement Excess Payment	\$ 500.00
				<b>Total V84640</b>	<b>\$ 500.00</b>
		<b>V84701 - Family Affair Cafe</b>			
			46	Vouchers for prizes - Library Information Week (Bingo)	\$ 120.00
				<b>Total V84701</b>	<b>\$ 120.00</b>
		<b>V84747 - Midcoast Hydraulic Services</b>			
			52	Supply standpipe and water pump	\$ 16,225.00
				<b>Total V84747</b>	<b>\$ 16,225.00</b>
		<b>V84758 - Raelene Newnham</b>			
			REFUND CAT TRAP BOND DEC 22	Cat trap bond hire refund	\$ 100.00
				<b>Total V84758</b>	<b>\$ 100.00</b>
				<b>Total 642/1140</b>	<b>\$ 111,120.12</b>
<hr/>					
<b>22/12/2022</b>	<b>620</b>	<b>Payroll</b>	<b>Payroll FNE 20/12/22</b>	<b>Payroll FNE 20/12/22</b>	<b>\$ 110,692.74</b>
				<b>Total EFT 620</b>	<b>\$ 110,692.74</b>
<hr/>					
<b>23/12/2022</b>	<b>643/1141</b>				
		<b>V80003 - Redgum Reports Inc</b>			
			20210703	Advertising Shire Matters Iss 167	\$ 3,415.50
				<b>Total V80003</b>	<b>\$ 3,415.50</b>
		<b>V80053 - Jurien Bay Football Club</b>			
			569	Tronox Grant Payment - JB Football Club Pavilion	\$ 3,820.96
				<b>Total V80053</b>	<b>\$ 3,820.96</b>
		<b>V80102 - Westrac Equipment</b>			
			PE7751421	Fuel & oil filters & door seal	\$ 152.91
			PI7735906	Blower, Seal	\$ 1,324.43
			PI7725372	Compressor, seals, switches	\$ 2,112.56
				<b>Total V80102</b>	<b>\$ 3,589.90</b>
		<b>V80117 - Jurien Bowling Club</b>			
			207	Lighting Project Grant	\$ 9,906.93
				<b>Total V80117</b>	<b>\$ 9,906.93</b>
		<b>V80150 - RDI Transport</b>			
			4049	Freight from Cerv Trns Stn to Canningvale	\$ 1,795.37
				<b>Total V80150</b>	<b>\$ 1,795.37</b>
		<b>V80163 - Badgingarra Community Assn</b>			
			2022#130	Tronox & Shire SRFF grant - LED Lights at BCC	\$ 2,920.13
				<b>Total V80163</b>	<b>\$ 2,920.13</b>
		<b>V80549 - BP Jurien Bay</b>			
			10389	Battery	\$ 165.00
				<b>Total V80549</b>	<b>\$ 165.00</b>
		<b>V80910 - Mcleods Barristers And Solicitors</b>			
			127195	Legal advice	\$ 1,374.47
				<b>Total V80910</b>	<b>\$ 1,374.47</b>
		<b>V81080 - Bay Glass</b>			
			11904	Install roller blinds	\$ 645.00
				<b>Total V81080</b>	<b>\$ 645.00</b>
		<b>V81172 - WA Hino Sales &amp; Service</b>			
			291968	Seat ball joint	\$ 37.14
				<b>Total V81172</b>	<b>\$ 37.14</b>
		<b>V81343 - Dandaragan Mechanical Services</b>			
			9451	Engine oil	\$ 124.30
				<b>Total V81343</b>	<b>\$ 124.30</b>
		<b>V81352 - Jurien Signs</b>			
			6319	No Through Road signs	\$ 418.00
			6317	Street blades	\$ 412.50
				<b>Total V81352</b>	<b>\$ 830.50</b>
		<b>V81434 - Jh Computer Services Pty Ltd</b>			
			206981-D04	Monitor Stand, Monitors, Docking Station & Cables	\$ 1,379.95
				<b>Total V81434</b>	<b>\$ 1,379.95</b>
		<b>V81480 - Jurien Bay Service Station &amp; Roadhouse</b>			
			544308	Fire Control - meals & refreshments	\$ 61.40
			147832	Fire Control - meals & refreshments	\$ 10.50
			455207	Fire Control - meals & refreshments	\$ 121.15
			544347	Fire Control - meals & refreshments	\$ 9.60
			147855	Fire Control - meals & refreshments	\$ 15.00
			455441	Fire Control - meals & refreshments	\$ 126.50
			455446	Fire Control - meals & refreshments	\$ 22.20
			544682	Fire Control - meals & refreshments	\$ 89.25
			455568	Fire Control - meals & refreshments	\$ 48.45
			455566	Fire Control - meals & refreshments	\$ 17.65
			542508	Fire Control - diesel	\$ 810.97
			542542	Fire Control - diesel	\$ 753.04
			542562	Fire Control - diesel	\$ 581.03
			542582	Fire Control - diesel	\$ 470.26
			542595	Fire Control - diesel	\$ 356.51
			147918	Fire control - meals & refreshments	\$ 126.10
				<b>Total V81480</b>	<b>\$ 3,619.61</b>
		<b>V81545 - Winc Australia Pty Limited</b>			
			9041219680	Printing Sandy Cape Envelopes	\$ 240.20
				<b>Total V81545</b>	<b>\$ 240.20</b>
		<b>V81593 - Worldwide Joondalup Malaga</b>			
			606072	Printing 2000 Sandy Cape Inserts	\$ 995.00
				<b>Total V81593</b>	<b>\$ 995.00</b>
		<b>V81628 - J &amp; R Carter's Fine Furniture</b>			
			526	Supply postformed bench tops	\$ 770.00
				<b>Total V81628</b>	<b>\$ 770.00</b>



Date	EFT Number	Vendor	Invoice	Description	Amount
		V81778 - Local Government Professionals Australia WA			
			34830	Ignite Leadership Program	\$ 3,120.00
				<b>Total V81778</b>	<b>\$ 3,120.00</b>
		V81848 - Professionals Jurien Bayview Realty			
			080123	Staff Housing 26/12/2022 to 08/01/2023	\$ 740.00
			140123	Staff Housing 01/01/2023 to 14/01/2023	\$ 920.00
				<b>Total V81848</b>	<b>\$ 1,660.00</b>
		V81874 - Child Support			
			PJ003885	Child Support	\$ 202.04
				<b>Total V81874</b>	<b>\$ 202.04</b>
		V82028 - Avon Waste			
			53715	Fortnightly rubbish service 05/12/22 to 16/12/22	\$ 14,042.16
			53667	Fortnightly rubbish service 21/11/22 to 02/12/22	\$ 14,415.82
				<b>Total V82028</b>	<b>\$ 28,457.98</b>
		V82138 - Avon Midland Country Zone Of WA			
			367	Avon Midland WALGA Zone Subscription 2022/23	\$ 1,760.00
				<b>Total V82138</b>	<b>\$ 1,760.00</b>
		V82166 - David Gray & Co Pty Ltd			
			1612756	Additional Bins Recycle & General Waste	\$ 4,158.00
				<b>Total V82166</b>	<b>\$ 4,158.00</b>
		V82228 - Marketforce Pty Ltd			
			46211	Death Notice - Harry Hoffman	\$ 102.30
				<b>Total V82228</b>	<b>\$ 102.30</b>
		V82274 - Vari-Skilled			
			20616	Swales maintenance and tidy up	\$ 8,000.00
			20712	Mowing Contract 2022/23 December 2022	\$ 15,734.74
				<b>Total V82274</b>	<b>\$ 23,734.74</b>
		V82474 - Direct Contracting Pty Ltd			
			2442	Firebreaks Jurien and Cervantes part claim	\$ 27,500.00
			2443	Repair sink hole at carpark	\$ 1,848.00
			2445	Install culverts	\$ 34,540.00
				<b>Total V82474</b>	<b>\$ 63,888.00</b>
		V82683 - m p rogers and associates pl			
			23268	Sandy Cape & Hansen Bay Lookout Assessment	\$ 8,231.74
				<b>Total V82683</b>	<b>\$ 8,231.74</b>
		V82883 - Western Regional Towing			
			221219	Freight vehicle to Moora	\$ 528.00
				<b>Total V82883</b>	<b>\$ 528.00</b>
		V83085 - LGIS Risk Management			
			156-023015	Regional risk Co-ordinator Fee 2022-23	\$ 8,106.77
				<b>Total V83085</b>	<b>\$ 8,106.77</b>
		V83094 - Dave Watson Contracting Pty Ltd			
			2743	Prune and mulch Cantabilling from Brand to Nylagarda	\$ 21,230.00
				<b>Total V83094</b>	<b>\$ 21,230.00</b>
		V83095 - Parkwood Hardware			
			1683860	Baby change table	\$ 514.80
				<b>Total V83095</b>	<b>\$ 514.80</b>
		V83187 - Wayne Gibson (Cr)			
			2ND QTR 2022/23	Councillors Annual Meeting Fees 2nd Qtr	\$ 4,866.25
				<b>Total V83187</b>	<b>\$ 4,866.25</b>
		V83188 - Leslee Holmes (Cr)			
			2ND QTR 2022/23	Presidents Annual Meeting Fee 2nd Qtr	\$ 11,055.00
				<b>Total V83188</b>	<b>\$ 11,055.00</b>
		V83340 - CONNECT Call Centre Services			
			113259	After Hours Calls - November 2022	\$ 125.13
				<b>Total V83340</b>	<b>\$ 125.13</b>
		V83365 - Bitutek Pty Ltd			
			7324	Spray & cover with bituminous	\$ 271,621.81
				<b>Total V83365</b>	<b>\$ 271,621.81</b>
		V83427 - Bridged Group Pty Ltd			
			51109	Office 365 Datto Backup December 2022	\$ 198.00
				<b>Total V83427</b>	<b>\$ 198.00</b>
		V83507 - CouncilFirst			
			SI007507	Power Automate Nov 22	\$ 19.54
			SI007530	STP Transaction Nov 22	\$ 55.00
			SI007462	Professional Services September 22	\$ 5,084.75
			SI007539	Professional Services September 22	\$ 12,416.25
			SI007481	PO80650 CouncilFirst Production Environment Oct-Dec22	\$ 4,959.90
				<b>Total V83507</b>	<b>\$ 22,535.44</b>
		V83660 - D Greenwood			
			39/DEC22	Supply waste management to Badgingarra Tip Oct 22	\$ 1,280.00
				<b>Total V83660</b>	<b>\$ 1,280.00</b>
		V83705 - Telstra			
			04169079/P029973878-1	Whispir usage November 2022	\$ 338.39
				<b>Total V83705</b>	<b>\$ 338.39</b>
		V83730 - Peter Scharf (Cr)			
			2ND QTR 2022/23	Annual Meeting Fee - 2nd Qtr	\$ 5,866.25
				<b>Total V83730</b>	<b>\$ 5,866.25</b>
		V83731 - R. Shanhun, Cr			
			2ND QTR 2022/23	Councillors Annual Meeting Fees 2nd Qtr	\$ 4,866.25
				<b>Total V83731</b>	<b>\$ 4,866.25</b>
		V83750 - Jurien Bay Hotel Motel			
			4497	Accomm Dand Staff Xmas Party	\$ 260.00
			4513	Dinner meals for MWG Strike team 19-21/12/22	\$ 642.50
				<b>Total V83750</b>	<b>\$ 902.50</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
		<b>V83780 - Pinnacles Traffic Management Services</b>			
			173	Traffic controllers 1/12/22	\$ 1,677.50
				<b>Total V83780</b>	<b>\$ 1,677.50</b>
		<b>V83793 - Talis Consultants Pty Ltd</b>			
			27026	RAMM maintenance and updating 2022-23	\$ 880.00
				<b>Total V83793</b>	<b>\$ 880.00</b>
		<b>V83802 - Scavenger Fire &amp; Safety</b>			
			16701	Kestrel Wind Metre	\$ 1,585.10
				<b>Total V83802</b>	<b>\$ 1,585.10</b>
		<b>V83900 - Tronox Management Pty Ltd</b>			
			REFUND SURRENDERED TENEMENTS DEC 22	Refund for surrendered tenements	\$ 1,948.42
				<b>Total V83900</b>	<b>\$ 1,948.42</b>
		<b>V83925 - BookEasy Pty Ltd</b>			
			22128	BookEasy Monthly Fees November 2022	\$ 330.00
			22034	Gateway annual fees 01/01/23 to 31/12/23	\$ 715.00
				<b>Total V83925</b>	<b>\$ 1,045.00</b>
		<b>V83926 - Alcolizer Technology</b>			
			266971	HH3 calibration & return delivery	\$ 125.40
				<b>Total V83926</b>	<b>\$ 125.40</b>
		<b>V83946 - Print Logic (WA) Pty Ltd</b>			
			59057	TCVC Advert in ACC Holiday Planner	\$ 2,850.00
				<b>Total V83946</b>	<b>\$ 2,850.00</b>
		<b>V84031 - Down to Earth Training &amp; Assessing</b>			
			37192	Staff training	\$ 7,440.00
				<b>Total V84031</b>	<b>\$ 7,440.00</b>
		<b>V84049 - Jason Clarke, Cr</b>			
			2ND QTR 2022/23	Councillors Annual Meeting Fees 2nd Qtr	\$ 4,866.25
				<b>Total V84049</b>	<b>\$ 4,866.25</b>
		<b>V84050 - Ann Eyre, Cr</b>			
			2ND QTR 2022/23	Councillors Annual Meeting Fees 2nd Qtr	\$ 4,866.25
				<b>Total V84050</b>	<b>\$ 4,866.25</b>
		<b>V84058 - Jurien Bay Medical Centre</b>			
			108218	Pre-placement Medical Examination	\$ 148.50
				<b>Total V84058</b>	<b>\$ 148.50</b>
		<b>V84117 - Vanguard Press</b>			
			36174	Holiday Guide Distribution & Storage - Oct 2022	\$ 882.04
				<b>Total V84117</b>	<b>\$ 882.04</b>
		<b>V84136 - J Bay Concreting</b>			
			315	Repair concrete paths, pad & install bollards	\$ 3,696.00
				<b>Total V84136</b>	<b>\$ 3,696.00</b>
		<b>V84155 - Jurien Hardware - Thrifty Link</b>			
			22-00040863	Large Foam Kneeling Pad	\$ 9.50
			22-00040840	Trailer Net	\$ 34.20
			22-00040841	Trailer Net	\$ 34.20
			22-00040828	x 2 Hats	\$ 28.50
			22-00040829	Toilet Roll Dispenser	\$ 71.25
			22-00038848	Steel Blue Hobart	\$ 161.45
			22-00040357	Jeans	\$ 199.50
			22-00039090	Orbit Saturn Gear Drive	\$ 30.40
			22-00039648	G94 20BSP Male X Female Adapt	\$ 9.50
			22-00039769	Concrete and Nut Gal Nyloc Insert	\$ 28.78
			22-00039923	Screw	\$ 2.85
			22-00039860	Gear Puller	\$ 113.05
			22-00041023	Battery Operated Timer	\$ 142.50
			22-00041085	Star Pickets	\$ 313.40
			22-00039931	Washer, Nuts and Rod Thread	\$ 47.98
			22-00040059	Measuring Jug	\$ 13.30
			22-00040103	Knead it Epoxy Putty	\$ 11.88
			22-00038968	Soil	\$ 23.22
			22-00040290	Cement	\$ 28.50
			22-00040746	Tap Adaptor	\$ 6.65
			22-0040798	Dust Cap and Poly Type F	\$ 32.30
			22-00040791	Adaptor	\$ 9.50
			22-0040902	Adapt	\$ 71.40
			22-00040904	Mesh Cargo Cover	\$ 71.25
			22-00040905	1 x Bit Drill x 2 Sutton Drills	\$ 23.23
			22-00040901	Mesh Cargo Cover	\$ 71.25
			22-00041163	Spray Marker Dye	\$ 23.84
			22-00041143	Cement	\$ 57.00
			22-00041132	Wheel Wire Spindle Crimp	\$ 6.08
			22-00041072	Carbon Filter	\$ 15.48
			22-00041257	Cable ties	\$ 6.65
			22-00038849	Snipper cord	\$ 121.12
			22-00038997	Freshwater pump & mini blade fuse	\$ 155.80
			22-00039704	Post pickets	\$ 152.00
			22-00041764	Rapid set cement 20kg bags	\$ 76.00
			22-00041721	Tape measure	\$ 36.10
			22-00041784	Poly ratchet clamps & hose joiners	\$ 13.25
			22-00041818	PVC Pipe & trenching shovel	\$ 89.20
			22-00041829	PVC faucet tees, elbows, risers & pipe	\$ 81.03
			22-00041902	Sunscreen	\$ 56.90
			22-00041906	Hat	\$ 13.78
			22-00041926	Cable joiners	\$ 45.60
			22-00041998	Teflon tape & PVC elbows	\$ 32.44
			22-00042114	Cargo net	\$ 510.15
			22-00042127	Cargo cover	\$ 94.95
			22-00042441	Masonry bolt	\$ 6.27
			22-00042322	Ratchet tie down	\$ 16.14
			22-00042918	Jumper leads	\$ 47.40
			22-00041334	Bolts & nuts	\$ 26.22
			22-00039873	Rubber tie down straps	\$ 34.20
				<b>Total V84155</b>	<b>\$ 3,307.14</b>

Date	EFT Number	Vendor	Invoice	Description	Amount
		<b>V84329 - Rudolf Rybarczyk (Cr)</b>			
			2ND QTR 2022/23	Councillors Annual Meeting Fees 2nd Qtr	\$ 4,866.25
				<b>Total V84329</b>	<b>\$ 4,866.25</b>
		<b>V84349 - Haven Boutique &amp; Gifts</b>			
			1002	Voucher Prize for JB Library International Games Week	\$ 30.00
				<b>Total V84349</b>	<b>\$ 30.00</b>
		<b>V84371 - Nessa Hall - Nussy Cleaning Management Services</b>			
			7715	Sandy Cape Cleaning Contract November 2022	\$ 5,094.78
			7713	Jurien Bay Cleaning Contract November 2022	\$ 6,434.29
			7691	Deep clean Cervantes library & Touch up builders clean Jurien Cafe toilets	\$ 445.50
			7711	Sandy Cape Cleaning Contract October 2022	\$ 5,094.78
			7704	Foreshore Pavilion/ Cafe extra cleaning for toilets from 11/10/22	\$ 673.75
				<b>Total V84371</b>	<b>\$ 17,743.10</b>
		<b>V84391 - Innes Air &amp; Electrical Pty Ltd</b>			
			2859	NBN hookup	\$ 754.09
			2863	A/c service	\$ 12,050.50
				<b>Total V84391</b>	<b>\$ 12,804.59</b>
		<b>V84422 - Jurien Tyre &amp; Auto</b>			
			60602	Tyres	\$ 7,745.80
				<b>Total V84422</b>	<b>\$ 7,745.80</b>
		<b>V84430 - MCG Architects Pty Ltd</b>			
			2733	Design, Drawings & Project Management - Shire Administration Refurbishment	\$ 17,490.00
				<b>Total V84430</b>	<b>\$ 17,490.00</b>
		<b>V84441 - Johan Rosman &amp; Ulrike Brell-Rosman</b>			
			REFUND OVERPAID RATES A4349	Refund overpaid rates A4349	\$ 1,082.62
				<b>Total V84441</b>	<b>\$ 1,082.62</b>
		<b>V84458 - Ray White Jurien Bay</b>			
			130123	Staff Housing 31/12/2023 to 13/01/2023	\$ 670.00
				<b>Total V84458</b>	<b>\$ 670.00</b>
		<b>V84562 - CouncilWise Pty Ltd</b>			
			INV-CW-0374	PropertyWise Property & Rating monthly licence December 22	\$ 2,872.32
				<b>Total V84562</b>	<b>\$ 2,872.32</b>
		<b>V84599 - Maddi McDonald Cr</b>			
			2ND QTR 2022/23	Councillors Annual Meeting Fees 2nd Qtr	\$ 4,866.25
				<b>Total V84599</b>	<b>\$ 4,866.25</b>
		<b>V84602 - Rose Glasfurd (Cr)</b>			
			2ND QTR 2022/23	Councillors Annual Meeting Fees 2nd Qtr	\$ 4,866.25
				<b>Total V84602</b>	<b>\$ 4,866.25</b>
		<b>V84646 - QPlay and Playground Inspection Protection</b>			
			4128	Infant seats, S Hooks & Chain	\$ 1,660.78
				<b>Total V84646</b>	<b>\$ 1,660.78</b>
		<b>V84658 - Sharon McArdle</b>			
			REIMBURSEMENT DEC 22	Reimbursement for staff member farewell gift	\$ 200.00
				<b>Total V84658</b>	<b>\$ 200.00</b>
		<b>V84677 - Parks &amp; Leisure Australia</b>			
			W19290	Developing a recreation strategy workshop	\$ 242.00
				<b>Total V84677</b>	<b>\$ 242.00</b>
		<b>V84702 - Turquoise Coast Mechanical</b>			
			46	Vehicle service	\$ 378.25
				<b>Total V84702</b>	<b>\$ 378.25</b>
		<b>V84703 - Tricia Slee</b>			
			REIMBURSEMENT DEC 22	Professional Development Expenses	\$ 199.98
				<b>Total V84703</b>	<b>\$ 199.98</b>
		<b>V84708 - Sapio Pty Ltd</b>			
			222772	2022/23 CCTV Maintenance Q2	\$ 2,227.50
				<b>Total V84708</b>	<b>\$ 2,227.50</b>
		<b>V84743 - Jurien Bay Beach Cafe Pty Ltd</b>			
			141	Staff Christmas Function 2022	\$ 7,733.00
				<b>Total V84743</b>	<b>\$ 7,733.00</b>
		<b>V84750 - My Business App Pty Ltd</b>			
			486	Online Consultation Program for website	\$ 7,810.00
				<b>Total V84750</b>	<b>\$ 7,810.00</b>
		<b>V84757 - Bibby Springs Family Trust</b>			
			704	Supply of 4,734KL of water	\$ 7,811.10
				<b>Total V84757</b>	<b>\$ 7,811.10</b>
		<b>V84760 - Bidgerabbie Farming Trust</b>			
			REFUND OVERPAID RATES A232	Refund overpaid rates A232	\$ 7,358.44
				<b>Total V84760</b>	<b>\$ 7,358.44</b>
		<b>V84761 - Mike Osborn</b>			
			REIMBURSEMENT OCT 22	Staff Training accommodation	\$ 228.84
				<b>Total V84761</b>	<b>\$ 228.84</b>
		<b>V84762 - Peter Mair</b>			
			1	Staff Christmas Party 2022 Taxi Driver	\$ 200.00
				<b>Total V84762</b>	<b>\$ 200.00</b>
		<b>V84763 - Denise Combes</b>			
			REIMBURSEMENT DEC 22	Medical Examinations	\$ 148.50
				<b>Total V84763</b>	<b>\$ 148.50</b>
				<b>Total 643/1141</b>	<b>\$ 671,532.52</b>
				<b>Grand Total - EFT</b>	<b>\$ 2,055,576.70</b>



**LEASE**

**SHIRE OF DANDARAGAN**  
("Lessor")

AND

**MUNDA PASTORAL CO PTY LTD**  
("Lessee")

**CONTENTS**

- 1. DEFINITIONS, INTERPRETATION, CONSENTS AND APPROVALS ..... 1**
  - 1.1 Definitions ..... 1
  - 1.2 Interpretation ..... 5
  - 1.3 Performance of Functions by Minister ..... 7
  - 1.4 Approval by the Lessor or Minister ..... 7
  - 1.5 Consent of Western Australian Planning Commission ..... 7
- 2. OPERATIVE PART ..... 7**
  - 2.1 Lease of Leased Premises ..... 7
  - 2.2 Quiet enjoyment ..... 7
  - 2.3 Lessee responsible as if owner ..... 8
- 3. RESERVATION OF LESSOR'S RIGHTS ..... 8**
  - 3.1 Improvement to Leased Premises ..... 8
  - 3.2 Right to Enter ..... 8
  - 3.3 Common Areas ..... 9
  - 3.4 Granting easements etc ..... 9
- 4. RENT ..... 9**
- 5. OUTGOINGS ..... 9**
- 6. USE OF LEASED PREMISES AND FACILITIES ..... 9**
  - 5.1 Authorised Use ..... 9
  - 5.2 Licenses and Limitations ..... 10
  - 5.3 Comply with requirements ..... 10
- 7. SECURITY OF LEASED PREMISES ..... 10**
- 8. MAINTENANCE AND WORKS ..... 10**
  - 8.1 Obligation to Maintain ..... 10
  - 8.2 Alteration and Substantial Works ..... 11
  - 8.3 Standard for Maintenance and Works ..... 11
  - 8.4 Remove Non-approved Works ..... 11
- 9. POSITIVE COVENANTS ..... 12**
  - 9.1 Costs and Expenses ..... 12
  - 9.2 Reimburse Lessor Expenses ..... 12
  - 9.3 Report to Lessor ..... 12
  - 9.4 Comply with Laws ..... 12
  - 9.5 Services ..... 13
- 10. NEGATIVE COVENANTS ..... 13**
- 11. INSURANCE ..... 14**
- 12. INDEMNITIES ..... 14**
  - 12.1 General indemnity ..... 14
  - 12.2 Nature of indemnity ..... 15
- 13. ASSIGNMENT ..... 15**
  - 13.1 No assignment ..... 15
  - 13.2 Property Law Act excluded ..... 15
  - 13.3 Changes in beneficial ownership of shares ..... 15
  - 13.4 Lessor may consent to assignment or sublease ..... 15
  - 13.5 Lessor may consent to charge ..... 16
  - 13.6 Compliance with Acts ..... 16
- 14. DAMAGE, DESTRUCTION OR RESUMPTION ..... 16**

14.1	<u>Abatement of Rent</u> .....	16
14.2	<u>Termination</u> .....	16
14.3	<u>Dispute Resolution</u> .....	16
<b>15.</b>	<b><u>LIMIT OF LESSOR'S LIABILITY</u></b> .....	<b>16</b>
15.1	<u>No warranties or representations</u> .....	16
15.2	<u>Lessee acts at own risk and expense</u> .....	17
<b>16.</b>	<b><u>DEFAULT</u></b> .....	<b>17</b>
<b>17.</b>	<b><u>LESSOR'S POWERS ON DEFAULT</u></b> .....	<b>18</b>
17.1	<u>Lessor's right of possession</u> .....	18
17.2	<u>Lessor may remedy Lessee's default</u> .....	18
17.3	<u>No prejudice of Lessor's rights</u> .....	19
17.4	<u>Exercise of rights by Lessor</u> .....	19
<b>18.</b>	<b><u>ESSENTIAL TERMS</u></b> .....	<b>19</b>
18.1	<u>Breach of Essential Terms</u> .....	19
18.2	<u>Damage for Breach of Essential Terms</u> .....	19
18.3	<u>Lessor's Entitlement to Damages</u> .....	19
18.4	<u>Lessor to Mitigate Damages</u> .....	20
18.5	<u>Calculation of Damages</u> .....	20
<b>19.</b>	<b><u>TERMINATION</u></b> .....	<b>20</b>
19.1	<u>Yield up Leased Premises</u> .....	20
19.2	<u>Remove Lessee's Fixtures</u> .....	20
19.3	<u>Making Good of Leased Premises on Termination</u> .....	21
19.4	<u>Lessor Can Make Good</u> .....	21
19.5	<u>Dealing with Lessee's property not removed at Termination</u> .....	21
19.6	<u>Lessee to continue to pay Rent and other moneys payable</u> .....	21
<b>20.</b>	<b><u>OPTION OF RENEWAL</u></b> .....	<b>22</b>
<b>21.</b>	<b><u>HOLDING OVER</u></b> .....	<b>22</b>
<b>22.</b>	<b><u>TRUSTEE PROVISIONS</u></b> .....	<b>22</b>
<b>23.</b>	<b><u>SPECIAL CONDITIONS</u></b> .....	<b>23</b>
<b>24.</b>	<b><u>CAVEATS AND REGISTRATION OF LEASE</u></b> .....	<b>23</b>
24.1	<u>Registration</u> .....	23
24.2	<u>Lessee must withdraw Caveat and any Registered Encumbrances</u> .....	23
<b>25.</b>	<b><u>MISCELLANEOUS</u></b> .....	<b>24</b>
25.1	<u>Lessee not to permit prohibited matters</u> .....	24
25.2	<u>Cost of Complying with Obligations</u> .....	24
25.3	<u>Schedules</u> .....	24
25.4	<u>Lessor's consent</u> .....	24
25.5	<u>Proper Law and Jurisdiction</u> .....	24
25.6	<u>Time for payment</u> .....	24
25.7	<u>Time of the essence</u> .....	24
25.8	<u>Certificates</u> .....	25
25.9	<u>Exercise by rights of Lessor</u> .....	25
25.10	<u>Lessor may act by agent</u> .....	25
25.11	<u>Variation</u> .....	25
25.12	<u>Giving of Notice</u> .....	25
25.13	<u>No moratorium</u> .....	26
25.14	<u>Further assurances</u> .....	26
25.15	<u>Effect of execution</u> .....	26
25.16	<u>Severance</u> .....	26
25.17	<u>Entire Agreement</u> .....	26
25.18	<u>Termination</u> .....	26
25.19		

25.20 <u>Lease clauses that do not apply</u> .....	26
<b><u>SCHEDULE 1</u></b> .....	<b>27</b>
<b><u>SCHEDULE 2</u></b> .....	<b>29</b>

THIS DEED is made on the    day of    2023

B E T W E E N

**SHIRE OF DANDARAGAN** of PO Box 676, Jurien Bay, Western Australia

("Lessor")

and

**MUNDA PASTORAL CO PTY LTD** of PO BOX 231 Cervantes, Western Australia

("Lessee")

RECITALS:

- A. The Lessor is the management body in respect of the Land.
- B. Under the Management Order for the Land, the Lessor has the power to lease the Land subject to the approval of the Minister.
- C. The Lessor has agreed to lease the Leased Premises to the Lessee on the terms and conditions of this Lease.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

**1. Definitions and Interpretation**

In this Lease, unless such an interpretation is excluded by or contrary to the context:

1.1 Definitions

The following terms are defined:

"Authorised Person" means:

- (a) an agent, employee, licensee, contractor or invitee of the Lessee;
- (b) any person visiting the Leased Premises with the express or implied consent of any person referred to in paragraph (a) of this definition; and
- (c) any person claiming under or through the Lessee;

"Authorised Use" means the use specified in item 1 of Schedule 1;

"Business Day" means a day other than a Saturday or Sunday or a day that is a public holiday in Western Australia;

"Commencement Date" means the commencement date specified in item 3 of Schedule 1;

"Common Areas" includes those parts of the Land that the Lessor has set aside (if any) as areas which are open to the public or otherwise available for



access and egress, common use, amenity, or convenience by other users or occupiers;

"End Date" means the date specified in item 4 of Schedule 1;

"Event of Default" means the events specified in clause 17 of this Lease;

"Facilities" means the water supply, drainage, sewerage, gas and electrical fixtures, fittings or appliances (if any) in or on the Land or the Leased Premises;

"Force Majeure" includes the following:

- (a) Act of God;
- (b) fire, explosion, flood, fog or other adverse weather conditions or natural disaster;
- (c) the act of any Relevant Authority (including refusal or revocation of any licence or consent);
- (d) power failure, failure of telecommunications lines, failure or breakdown of plant and equipment, machinery or vehicles;
- (e) default of suppliers or independent contractors;
- (f) theft or malicious damage;
- (g) outbreak of hostilities, riot, civil disturbance, acts of terrorism; or
- (h) any cause or circumstance whatsoever beyond the reasonable control of a party to this Lease;

"Further Term" means each further term specified in item 2(b) of Schedule 1;

"LAA" means the *Land Administration Act 1997* (WA);

"Land" means the land described in item 5(a) of Schedule 1;

"Laws" means all statutes, rules, regulations, proclamations, ordinances, legislative instruments or by-laws present or future that apply to the Land, the Leased Premises and this Lease;

"Lease" means this lease and the Schedules and, where applicable, any appendices, plans or other attachments to this lease as amended from time to time;

"Leased Premises" means that part of the Land described in item 5(b) of Schedule 1 together with any buildings and improvements situated thereon;

"Lessee's Activities" means the activities carried on by the Lessee from the Leased Premises;

"Lessee's Fixtures" means each fixture and fitting installed by the Lessee in or on the Leased Premises with the Lessor's consent including any structural improvements;

"Lessee's Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Guarantors (if any) or any Authorised Persons;

"Lessee's Rights" means the Lessee's rights under this Lease or implied by law;

"Lessor's Fixtures" means the Lessor's fixtures and fittings in or on the Leased Premises and any structural improvements which are classified by the Lessor as the property of the Lessor in accordance with this Lease;

"Lessor's Works" means any refurbishment, upgrade and renovation works carried out or to be carried out on or to the Leased Premises as notified to the Lessee by the Lessor from time to time;

"Lessor's Rights" means the rights of the Lessor under this Lease or implied by law, including without limitation the benefit of the performance of the Lessee's Obligations;

"Maintain" includes maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"Minister" means the Minister for Lands, a body corporate under section 7 of the LAA;

"party" and "parties" mean respectively a party or parties to this Lease;

"Plant and Equipment" means the plant and equipment (if any) used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing for the Leased Premises;

"Rate" means the interest rate specified in item 6 of Schedule 1;

"Rates and Taxes" means:

- (a) council rates and charges including, but not limited to, rubbish removal rates and charges;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including, but not limited to, meter rents, charges for the disposal of storm water and excess water charges;
- (d) rates, taxes, charges, duties and fees levied, charged, assessed or imposed by a Relevant Authority in respect of any part of the Leased Premises or the ownership or occupation of any part of the Leased Premises,

together with any related interest, penalties, fines and expenses in connection with them but excluding any tax imposed by the *Income Tax Assessment Act 1936 (Cth.)* or the *Income Tax Assessment Act 1997 (Cth.)*;

"Relevant Authority" means any government, statutory, public or other authority or body having jurisdiction over the Leased Premises or any matter or thing relating to the Leased Premises;

"Rent" means the rent specified in item 6 of Schedule 1;

"Schedule" means a schedule to this Lease;

"Services" means any telecommunication, electricity, gas, oil, fuel, water or other similar commodity, facility or service (if any) in, to or on the Leased Premises or otherwise serving the Leased Premises or, where applicable, any other part of the Land;

"Term" means the term specified in item 2(a) of Schedule 1;

"Termination" means the expiry of the Term by effluxion of time or by termination in accordance with this Lease;

"Works Conditions" means in respect of any Maintenance or other works carried out on or to the Leased Premises by the Lessee, the Lessee must:

- (a) do so:
  - (i) only with the prior written approval of the Lessor (not to be unreasonably withheld) and all Relevant Authorities;
  - (ii) at the Lessee's cost;
  - (ii) in a safe and proper workmanlike manner and to the satisfaction of the Lessor, acting reasonably;
  - (iii) using only materials that are the same or of a similar quality to existing materials of the Leased Premises;
  - (iv) in full compliance with:
    - (A) any approval given and conditions imposed by the Lessor acting reasonably and all Relevant Authorities;
    - (C) all plans and specifications approved by the Lessor;
    - (D) all other requirements, notices, orders or directions of any Relevant Authority; and
    - (E) all relevant Laws;
- (b) ensure that the Lessee and all its employees, agents, contractors and workmen employed in executing the relevant works:
  - (i) as soon as reasonably practicable comply with the reasonable directions of the Lessor in relation to their conduct in and access to the Leased Premises and when going to and from the Land and the Leased Premises; and
  - (ii) take all necessary steps to cause as minimum disturbance to the greatest extent possible to the Lessor and to the owners or occupiers of any nearby properties having regard to the nature of the works being carried out;

- (c) if required by the Lessor, erect and maintain a fence around the Leased Premises during the erection and completion of the works and ensure that such fence is sufficiently sound, high and secure to prevent entry upon the Leased Premises by unauthorised persons and members of the public;
- (d) clean up the Leased Premises progressively during the construction, installation or demolition of the works as the case may be and promptly remove from the Leased Premises all rubbish and waste arising from such works; and
- (e) pay on demand to the Lessor all the reasonable costs of the Lessor in connection with the relevant works including the Lessor's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Lessor in connection with the relevant works EXCEPT THAT such costs do not include any costs or expenses incurred by the Lessor or entitled to be recovered by the Lessor in its capacity as the local government charged with the responsibility of approving such works; and

"Written Law" has the same meaning given to that term in the *Interpretation Act 1984*.

## 1.2 Interpretation

The following interpretations shall apply:

- (a) words importing the singular shall include the plural and vice versa, words importing gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, firms, associations, partnerships, government authorities, incorporated and unincorporated entities and corporations;
- (b) if two (2) or more persons by this Lease undertake an obligation or make or give any warranty or undertaking, or waive any right or entitlement, they shall be bound both jointly and jointly and severally;
- (c) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that act or payment of that money or on which that entitlement arises or notice is deemed served, shall be deemed to be the next Business Day;
- (d) a reference to any party includes that party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that party's executors, administrators, successors, substitutes and permitted assigns in accordance with this Lease, including any person taking by way of novation;
- (e) all headings and any table of contents or index have been inserted for convenience purposes only and shall not affect the interpretation hereof;
- (f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;

- (g) all references to monetary amounts are references to Australian dollars unless stated otherwise;
- (h) a reference to:
  - (i) a right includes a benefit, remedy, discretion, authority or power;
  - (ii) an obligation includes a warranty or representation;
  - (iii) a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (iv) provisions or terms of this Lease include a reference to both express and implied provisions or terms;
  - (v) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions.
  - (vi) signature and signing includes due execution by a corporation or other relevant entity;
  - (vii) a month means a calendar month;
  - (viii) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; and
  - (ix) an amount for which a person is contingently liable includes, without limitation, an amount which that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise;
- (i) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that that party put forward this document or any relevant part of it;
- (j) “including” and similar expressions are not words of limitation;
- (k) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;
- (l) a reference to a statutory, professional or industry body includes a reference to a successor or substitute for that body;
- (m) unless repugnant to the context, a covenant by a party to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the party is liable for all acts or omissions of an Authorised Person;
- (n) a general description of any matter or thing whatever shall not be read down if followed by any specific examples of that matter or thing; and
- (o) covenants implied by Laws are not incorporated in the Lease, unless the relevant Law provides that certain covenants are to be implied and cannot be excluded by agreement.

### 1.3 Performance of Functions by Minister

- (a) All acts and things which the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA;
- (b) Where payments and rights accrue to the Minister or obligations are imposed on the Minister pursuant to this Lease the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

### 1.4 Approval by the Lessor or Minister

In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor or the Minister such approval or consent will not be effective unless it is given in writing. Such consent may be given or withheld by the Lessor in the Lessor's reasonable discretion or by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Lessor or the Minister may reasonably determine unless otherwise provided in this Lease.

### 1.5 Consent of Western Australian Planning Commission

If for any reason this Lease requires by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

## 2. Operative part

### 2.1 Lease of Leased Premises

- (a) In consideration of the Lessee agreeing to duly pay the Rent and other money payable under this Lease and to duly observe and perform the Lessee's Obligations, the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term subject to the reservation of the Lessor's Rights under this Lease.
- (b) This Lease is subject to and expressly conditional upon:
  - (i) the Lessor, to the extent required, complying with the procedures it is required to comply with under any Written Law including, but not limited to, the *Local Government Act 1995* (WA); and
  - (ii) the approval in writing of the Minister being obtained under the LAA.

### 2.2 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease, and if the Lessee:

- (a) pays the Rent and other money payable under this Lease; and
- (b) duly observes and performs the Lessee's Obligations,

the Lessor agrees that the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that the interruption, disturbance or interference arises because of the exercise of the Lessor's Rights or is otherwise permitted by any provision of this Lease.

2.3 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property during the Term as if the Lessee were the owner of the Leased Premises.

3. **Reservation of Lessor's rights**

Without limiting any other provision of this Lease, the Lessor reserves the following rights:

3.1 Improvements to Leased Premises

The Lessor may at any time carry out any Lessor's Works as are reasonably required but, in exercising these rights, the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Activities.

3.2 Right to enter

(a) The Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, with or without workmen or other interested persons and with or without plant, equipment and materials to:

- (i) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
- (ii) comply with any requirement or order of any local government or other Relevant Authority;
- (iii) carry out any Maintenance on or to the Leased Premises or the Land, the Plant and Equipment or cables, pipes or wires within the Leased Premises or the Land;
- (iv) view the Leased Premises with any persons interested in the Land or the Leased Premises; and
- (v) carry out any Lessor's Works,

but, in exercising these rights, the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Activities.

(b) The Lessor may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Lessee under this Lease but which has not been done or has not been done properly.

### 3.3 Common Areas

With respect to structures and Facilities in the Common Areas (if any), the Lessor may in its absolute discretion at any time erect or modify such structures or Facilities.

### 3.4 Granting easements etc

The Lessor may grant easements of support or any other easements or similar rights over any part of the Land or the Leased Premises but the Lessor shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's Rights by the Lessee.

## 4. Rent

The Lessee must pay the Rent to the Lessor in the manner set out in item 6 of Schedule 1.

## 5. Outgoings

The Lessee must pay punctually to the Lessor, or to such person as the Lessor may from time to time direct, all the following outgoings or charges (if applicable), assessed or incurred in respect of the Leased Premises:

- (a) all Rent and Taxes;
- (b) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Leased Premises.

## 6. Use of Leased Premises and Facilities

### 6.1 Authorised Use

The Lessee shall not use the Leased Premises for any purpose other than the Authorised Use specified in item 1 of Schedule 1.

### 6.2 Licenses and Limitations

If the carrying on of the Lessee's Activities at the Leased Premises is permissible only with the consent, licence or authority under any Law, the Lessee shall obtain and maintain the currency of that consent, licence or authority and comply with that Law.

### 6.3 Comply with requirements

The Lessee shall comply with all relevant requirements imposed by any Law or any Relevant Authority in respect of the Land and any structural improvements in or on the Land.

## 7. Maintenance and Works

### 7.1 Obligation to Maintain

- (a) The Lessee shall:



- (i) Maintain the Leased Premises in a good condition and state of repair, except in respect of fair wear and tear or damage which is or will be reinstated from the proceeds of insurance;
- (ii) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
- (iii) keep the Leased Premises clean and free from rubbish and other debris;

#### 7.2 Alteration and Substantial Works

The Lessee must not make any alteration or addition to, or demolish, any part of the Leased Premises without the prior written consent of the Lessor which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Lessor EXCEPT THAT the Lessor shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority.

#### 7.3 Standard for Maintenance and Works

The Lessee must comply with the Works Conditions in carrying out all Maintenance and any other work which affects the Leased Premises.

#### 7.4 Remove Non-approved Works

If the Lessee carries out any works or erects any building or structure on the Leased Premises which have not been previously approved in writing by the Lessor, or which are not undertaken in accordance with the provisions of this Lease, the Lessor may require the Lessee (but without limiting any other right or remedy available to the Lessor) at the Lessee's cost, to dismantle and remove any such works, building or structures and the Lessee shall carry out the same in accordance with the Lessor's directions.

### 8. **Positive covenants**

#### 8.1 Costs and Expenses

The Lessee must pay to the Lessor on demand all the Lessor's costs, charges and expenses in connection with:

- (a) the negotiation, preparation and execution of this Lease;
- (b) any consent, approval or exercise of any right, waiver, variation, release, surrender or discharge in connection with this Lease, including but not

limited to all costs and expenses of and incidental to the preparation and service of a notice under Section 81 of the *Property Law Act 1969*;

- (c) any breach of the Lessee's Obligations; and
- (d) any action, suit or proceeding to which the Lessor is joined as a party as a result of the Lessee's occupation of the Leased Premises and the Lessee's Fixtures,

and such costs, charges and expenses include, but are not limited to:

- (e) taxes and fees and fines and penalties which may be payable in connection with this Lease;
- (f) all legal costs and expenses on a full indemnity basis; and
- (g) all interest which the Lessor is entitled to claim.

#### 8.2 Reimburse Lessor Expenses

The Lessee shall pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's Obligations.

#### 8.3 Report to Lessor

The Lessee shall as soon as reasonably practicable report to the Lessor in writing:

- (a) all damage or defects in the Leased Premises of which the Lessee is aware;
- (b) any notice or order received from any court relating to the Leased Premises or the Lessee's Fixtures; and
- (c) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises or any person in or on the Leased Premises of which the Lessee is aware.

#### 8.4 Comply with Laws

The Lessee shall comply promptly with all Laws affecting the Leased Premises and the Lessee's Fixtures or the use of the Leased Premises and the Lessee's Fixtures.

#### 8.5 Services

- (a) The Lessee must observe and comply with any conditions of supply of any Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority; and
- (b) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises. For the avoidance of

doubt, the Lessor is not obliged to provide or to facilitate the procuring of any Services or Facilities to or for the Leased Premises.

**9. Negative covenants**

The Lessee shall not:

- (a) except for reasonable quantities for normal applications in connection with the use of the Leased Premises and in the carrying out of the Lessee's Activities, bring onto, store or use any chemical or inflammable substance on or in the Leased Premises;
- (b) store goods on or in the Leased Premises other than those necessary in the carrying out of the Lessee's Activities;
- (c) except as is lawful and necessary and an ordinary incident of carrying out the Lessee's Activities, do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor or the owners or occupiers of any nearby properties unless with the prior written consent of any Relevant Authority and the Lessor;
- (d) place any rubbish on or in any part of the Leased Premises except in a suitable receptacle;
- (e) burn any rubbish in or on the Leased Premises, unless permitted by Law or is otherwise necessary or an ordinary incident of carrying out the Lessee's Activities;
- (f) deliver or permit to be delivered goods or materials to or from the Leased Premises except in a manner which causes minimum interference to the owners or occupiers of any nearby properties;
- (g) sell or permit the sale of alcohol or alcoholic beverages on or in the Leased Premises except with the prior written consent of the Lessor and in accordance with a licence granted to the Lessee under the *Liquor Control Act 1988* (WA);
- (h) permit smoking inside the Leased Premises;
- (i) erect or install any signs in or on the Leased Premises without the prior written consent of the Lessor;
- (j) in relation to the Common Areas (if any):
  - (i) cause an obstruction in any part of the Common Areas;
  - (ii) use any part of the Common Areas for purposes for which they are not designed;
  - (iii) leave any goods or articles in any part of the Common Areas; or
  - (iv) conduct any business from the Common Areas; or

- (k) use the name of the Leased Premises in the Lessee's own name or in any business name without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

## **10. Insurance**

- 10.1 The Lessee, at its own cost, shall effect and maintain with an insurance company authorised to transact insurance business in Australia all policies of insurance relating to the Leased Premises referred to in item 7 of Schedule 1 and the Lessee shall:
  - (a) supply to the Lessor upon request current details of all insurance effected in accordance with this clause in the form of a certificate of insurance; and
  - (b) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.
- 10.2 The Lessee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Lease or in respect of the Leased Premises becoming void or voidable or which might increase the premium on any policy.

## **11. Indemnities**

### **11.1 General indemnity**

Except to the extent contributed to by the Lessor or the Minister as the case may be, the Lessee shall indemnify and keep indemnified the Lessor and the Minister against all losses, claims, damages, demands, costs and expenses for which the Lessor or the Minister becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupation of the Leased Premises and the Lessee's Fixtures by the Lessee or an Authorised Person, except to the extent caused or contributed to by the Lessor;
- (b) resulting from an act or omission of the Lessee; or
- (c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing any thing except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

### **11.2 Nature of indemnity**

The obligation of the Lessee to indemnify the Lessor and the Minister under this Lease or at law is not affected by the obligation of the Lessee to effect insurance and all indemnities shall survive Termination.

## **12. Assignment**

### **12.1 No assignment**

The Lessee shall not assign, mortgage or charge the Lessee's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

12.2 Property Law Act excluded

Sections 80 and 82 of the *Property Law Act* 1969 are excluded.

12.3 Changes in beneficial ownership of shares

If the Lessee is a company whose shares are not listed on any Stock Exchange in Australia, a change in the beneficial ownership of more than fifty per cent (50%) of the shares or the redemption, cancellation or issue of shares in that company or any holding company of that company will be deemed to be an assignment of the Lessee's leasehold estate.

12.4 Lessor may consent to assignment or sublease

The Lessee will not be in breach of the covenant in clause 13.1 in respect of an assignment or a sublease of the whole or part of the Leased Premises if the Lessor and the Minister consents to the assignment or sublease. The Lessor will not unreasonably withhold consent if the following criteria are satisfied:

- (a) The Lessee satisfies the Lessor and the Minister that:
  - (i) the proposed assignee or sub-lessee is a respectable and responsible person of good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the Lessee under this Lease or the sub-lessee under a sublease of this Lease whichever the case may be;
  - (ii) there is no Rent or other money payable under this Lease due but unpaid; and
  - (iii) there is no un remedied breach of the Lessee's Obligations and there have been no substantial breaches of the Lessee's Obligations during the Term; and
- (b) the Lessee procures the execution by the proposed assignee of an assignment of lease, or by the proposed sub-lessee of a sublease, prepared by the Lessor's solicitors at the Lessee's cost which contains terms consistent in all respects with this Lease and which are acceptable to the Lessor.

12.5 Lessor may consent to charge

- (a) The Lessee will not be in breach of the covenant in clause 13.1 in respect of a charge or mortgage if the Lessee obtains the Lessor and the Minister's consent to that charge or mortgage.
- (b) The Lessor may consent to or refuse to give its consent to a charge or mortgage in its absolute discretion.

## 12.6 Compliance with Acts

The Lessor and the Lessee acknowledge that if in granting its consent to any assignment or sublease the Lessor has to first comply with or satisfy any obligations or requirements under any Written Law including, but not limited to, the *Local Government Act 1995 (WA)* and the LAA then the Lessor's consent is made expressly conditional upon and subject to satisfaction of the relevant obligations or requirements.

## 13. **Damage, Destruction or Resumption**

### 13.1 Abatement of Rent

If the Leased Premises or any part of the Leased Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the use and occupation of the Lessee then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Leased Premises or the relevant part thereof have been rebuilt or made fit for the use and occupation of the Lessee.

### 13.2 Termination

If the Leased Premises or any part of the Leased Premises are totally or partially damaged or destroyed so as to require major rebuilding, either party will have the option to terminate this Lease by giving a notice in writing to the other party within sixty (60) days of such occurrence. The Term will terminate upon such notice being given and the Lessee must vacate the Leased Premises and surrender the same to the Lessor but such termination will be without prejudice to the parties' rights against each other in respect of any antecedent breach of this Lease.

### 13.3 Dispute Resolution

Any dispute arising out of the provisions of this clause 15 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012 (WA)* and the parties may each be represented by a legal practitioner of their choice.

## 14. **Limit of Lessor's liability**

### 14.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all the Lessee's property in or on the Land and the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
  - (i) any fault in the construction or state of repair of the Leased Premises or the Lessee's Fixtures;
  - (ii) any defect in any of the Facilities or the Services;

- (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the Leased Premises or otherwise;
- (i) any event of Force Majeure;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put; and
- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering into this Lease and further acknowledges that the Lessee has relied on the Lessee's own skill and judgment and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Lessee's Activities.

#### 14.2 Lessee acts at own risk and expense

Unless this Lease provides otherwise, whenever the Lessee is obligated or required by this Lease to do or omit to do any act or thing, the doing or the omission of the act or thing will be at the sole risk and expense of the Lessee.

### 15. **Default**

An event of default occurs if:

- (a) the Lessee fails to pay the Rent or other money payable under this Lease within seven (7) Business Days of the due date for payment, regardless of whether demand has been made;
- (b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;
- (c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;
- (d) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;
- (e) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (f) the Lessee ceases to carry on the Lessee's Activities from the Leased Premises; or
- (g) where the Lessee is a company and:
  - (i) an application is made to a court for an order or an order is made that the Lessee be wound up;
  - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;
  - (iii) except for the purposes of reconstruction or amalgamation, the Lessee enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;

- (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
- (v) the Lessee states that it is insolvent; or
- (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

**16. Lessor's powers on default**

**16.1 Lessor's right of possession**

- (a) On the occurrence of an Event of Default the Lessor may:
  - (i) give notice to the Lessee that it intends to enter and retake possession of the Leased Premises if the Lessee fails to remedy the Event of Default the subject of the notice within thirty (30) days of the date of the notice; and
  - (ii) enter the Leased Premises and re-take possession of the Leased Premises if the Lessee fails to remedy the Event of Default within thirty (30) days of the date of the notice referred to in clause 17.1(a)(i) above.
- (b) If the Lessor enters and retakes possession of the Leased Premises pursuant to clause 17.1(a)(ii) above then the Term will immediately determine.

**16.2 Lessor may remedy Lessee's default**

- (a) If an Event of Default occurs or the Lessee otherwise fails to perform any of the Lessee's Obligations, the Lessor may without prejudice to the Lessor's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Lessor was the Lessee, at the Lessee's cost. The Lessee must pay to the Lessor all liabilities incurred by the Lessor in remedying an Event of Default or failure to perform.
- (b) None of the following events constitutes a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all Rent and other money payable by the Lessee under the Lease:
  - (i) acceptance of the keys or other access devices for the Leased Premises;
  - (ii) entry to the Leased Premises by the Lessor for the purpose of inspection or for the purpose of showing the Leased Premises to prospective lessees or to remedy an Event of Default; or
  - (iii) advertising the Leased Premises for re-letting.



### 16.3 No prejudice of Lessor's rights

Any re-possession or attempted re-possession of the Leased Premises by the Lessor or any demand for or acceptance of any of the Rent or other money payable under this Lease will not:

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Obligations; or
- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

### 16.4 Exercise of rights by Lessor

The Lessor may exercise the Lessor's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Lessee's Obligations, and without giving notice except in accordance with this Lease or as required by law, and without having to prove default by the Lessee or the continuance of that default.

## 17. **Essential terms**

### 17.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes a breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clauses 4 ("Rent"), 5 ("Outgoings"), 6 ("Use of Leased Premises and Facilities"), 8 ("Maintenance and Works"), 11 ("Insurance") and 13 ("Assignment") of this Lease are deemed to be essential terms.

### 17.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Lessor as a result of the Lessee's breach of an essential term may be recovered as damages at any time.

### 17.3 Lessor's Entitlement to Damages

The Lessor's entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:

- (a) if the Lessee abandons or vacates the Leased Premises;
- (b) if the Lessor elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Lessor accepts the Lessee's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

#### 17.4 Lessor to Mitigate Damages

- (a) If the Lessee vacates the Leased Premises or if the Lessor accepts the Lessee's repudiation based on the Lessee's breach of an essential term of this Lease and terminates this Lease, the Lessor must take reasonable steps to mitigate its loss and endeavour to re-lease the Leased Premises on reasonable terms.
- (b) The entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages.
- (c) The Lessor's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.

#### 17.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the difference between the aggregate of the Rent and the reasonable estimate of the other money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 18.4.

### 18. Termination

#### 18.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term.

#### 18.2 Remove Lessee's Fixtures

The Lessee shall:

- (a) prior to Termination or on the termination of any period of holding over, unless the Lessor agrees or directs to the contrary, remove from the Leased Premises all of the Lessee's Fixtures and other property of the Lessee and make good any damage caused to the Leased Premises by the removal of the Lessee's Fixtures and other property of the Lessee;
- (b) comply with the Works Conditions in respect of the removal of those items specified in clause 19.2(a); and
- (c) submit details of the proposed removal works for the Lessor's approval not less than two (2) months prior to Termination, or in the event of the sooner determination of this Lease, on or prior to that sooner determination.

18.3 Making Good of Leased Premises on Termination

Subject to clause 19.2, the Lessee shall, unless the Lessor agrees or directs to the contrary, prior to Termination or on the termination of any period of holding over, make good the Leased Premises.

18.4 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 19.3, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment any costs reasonably incurred by the Lessor to make good the Leased Premises. The obligation to pay those costs does not limit any other rights of the Lessor in relation to the Lessee's default.

18.5 Dealing with Lessee's property not removed at Termination

The Lessor may exercise any of the following rights in respect of the Lessee's property, including Lessee's Fixtures, which are not removed at Termination:

- (a) demolish and dispose of the Lessee's property or remove and store the Lessee's property in alternative premises at the Lessee's cost;
- (b) sell or dispose of the Lessee's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; and
- (c) elect that the Lessee's property is the absolute property of the Lessor and deal with the Lessee's property as the Lessor sees fit;

and the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of:

- (d) the Lessee failing to remove all of the Lessee's property by Termination; or
- (e) any claim against the Lessor by any person by reason of the exercise by the Lessor of its rights under this clause 19.5.

18.6 Lessee to continue to pay Rent and other moneys payable

If the Lessee fails to make good the Leased Premises as specified in clause 19.3, or fails to remove the Lessee's property by Termination, then until the Leased Premises are restored in accordance with this Lease or the Lessor elects to take the absolute property in the Lessee's property left after Termination, the Lessee shall continue to pay the Rent and other moneys payable under this Lease as if the Lessee were holding over as a lessee in the Leased Premises.

**19. Option of Renewal**

If, and only if, no earlier than six (6) months or no later than three (3) months before the date of Termination, the Lessee gives notice to the Lessor exercising an option of renewal for a Further Term, and the Lessor is satisfied that:

- (a) there is no Rent or other money payable under this Lease which is due but unpaid; and
- (b) there is no un-remedied breach of the Lessee's Obligations; and
- (c) the Lessee has correctly and punctually observed and performed all of the Lessee's Obligations up to the expiry of the Term; and
- (d) there have been no breaches of any of the essential terms of this Lease during the Term,
- (e) Council have considered and approved the renewal.

the Lessor will grant the Lessee a lease of the Leased Premises for the relevant Further Term at the Rent payable immediately before Termination and otherwise on the same terms and conditions of this Lease except for:

- (f) this provision of renewal unless there is more than one (1) Further Term in which event the number of Further Terms will be reduced by the Further Term then exercised; and
- (g) any incentive or inducement to enter into this Lease or any waiver or abatement of Rent or any other payment to the Lessee or any benefit given to the Lessee, which is expressly excluded and which will not apply to a Further Term.

**20. Holding Over**

If after the expiry of the Term the Lessee continues in possession of the Leased Premises, the Lessee shall be deemed to be holding over as a monthly lessee and:

- (a) the Rent for the relevant period of holding over shall be the Rent payable immediately before the expiry of the Term;
- (b) the Lessee's right to remain in possession of the Leased Premises shall be subject to the continued performance of the Lessee's Obligations; and
- (c) the monthly tenancy created by this clause may be terminated by either party giving the other party one (1) months' written notice of termination which notice may be given at any time.

**21. Trustee Provisions**

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's Obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee; and

- (c) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

**22. Special Conditions**

- 22.1 The special conditions (if any) set out in Schedule 2 shall be deemed to be incorporated into and form part of this Lease as if fully set out in the body of this Lease.
- 22.2 If there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.

**23. Caveats and registration of Lease**

23.1 Registration

- (a) The Lessee may register this Lease but must not lodge an absolute caveat over the Leased Premises to protect the interest of the Lessee under this Lease and the Lessee must surrender any registered lease and withdraw any caveat lodged by or on behalf of the Lessee over the Leased Premises on or before Termination.
- (b) In consideration of the Lessor leasing the Leased Premises to the Lessee, the Lessee irrevocably appoints the Lessor and every officer of the Lessor as defined by the *Corporations Act 2001* (Cth) to be attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee to sign and lodge at Landgate, Perth, a surrender of lease and a withdrawal of any caveat lodged by or on behalf of the Lessee and not surrendered or withdrawn on Termination, and the Lessee;
  - (i) undertakes to ratify all that the attorney does or causes to be done under or by virtue of this sub clause; and
  - (ii) indemnifies the Lessor in respect of any loss arising from any act done under or by virtue of this sub clause, and the Lessor's costs and expenses of and incidental to the surrendering of the Lease and withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Leased Premises.

23.2 Lessee must withdraw Caveat and any Registered Encumbrances

- (a) The Lessee on or before Termination must:
  - (i) withdraw any caveat lodged by the Lessee over the Leased Premises;
  - (ii) discharge any mortgage or other registered encumbrance relating to any liability of the Lessee registered over the Leased Premises;
  - (iii) surrender any registered lease over the Leased Premises;

- (iv) execute a withdrawal of caveat in a form approved or any other document that may be required to remove any encumbrance on the certificate of title for the Leased Premises, and to execute a deed or surrender of lease in the form approved or any other document that may be required in order to remove any lease or notification of it as an encumbrance on the Certificate of Title for the Leased Premises;
  - (v) if requested by the Lessor, do all things necessary to assist in the cancellation of any qualified title for the Leased Premises.
- (c) The Lessee hereby indemnifies, and shall keep indemnified, the Lessor against all loss or damage suffered by the Lessor as a result of the Lessee's failure to comply with section 24.2(a) on or before Termination.

## **24. Miscellaneous**

### **24.1 Lessee not to permit prohibited matters**

If under this Lease the Lessee is required to do or is prohibited from doing any act, matter or thing the Lessee must also ensure that the Authorised Persons comply with that requirement or prohibition.

### **24.2 Cost of Complying with Obligations**

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

### **24.3 Schedules**

The Schedules shall form part of this Lease.

### **24.4 Lessor's consent**

Unless otherwise stated in this Lease, the Lessor may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease.

### **24.5 Proper Law and Jurisdiction**

This Lease is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia, and the parties consent to the jurisdiction of the courts of Western Australia.

### **24.6 Time for payment**

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within seven (7) Business Days after the Lessor gives a notice to the Lessee requiring payment.

### **24.7 Time of the essence**

Time shall be of the essence in all respects.

#### 24.8 Certificates

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

#### 24.9 Exercise of rights by Lessor

The Lessor may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

#### 24.10 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor, including, without limitation, a managing agent.

#### 24.11 Variation

This Lease may not be varied except in writing signed by each party.

#### 24.12 Giving of notice

Any notice, approval, consent or other communication given under this Lease:

- (a) shall be in writing and in English;
- (b) may be served on the recipient:
  - (i) personally; or
  - (ii) by addressing it to the person and leaving it at or posting it by registered post to the address of the party appearing in this Lease or any other address nominated by the party by notice to the other;
  - (iv) by facsimile transmission sent to the recipient's facsimile number (if known);
- (c) will be deemed to be given or made:
  - (i) if served personally - at the time of handing the notice to the recipient;
  - (ii) if left at the recipient's address as specified in clause 25.12(b)(ii) above - at the time of leaving the notice;

- (iii) if sent by pre-paid post to the recipient's address as specified in clause 25.12(b)(ii) above - on the sixth Business Day after the date of posting;
  - (iv) if sent by facsimile transmission, on the same date as transmitted if transmitted prior to 4:00pm on a Business Day and if transmitted on a non-Business Day at or after 4:00pm on a Business Day then on the next Business Day; and
- (d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor.

24.13 No moratorium

The provisions of any Law which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

24.14 Further assurances

Each party shall execute and do all acts and things necessary to give full force and effect to this Lease.

24.15 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute the Lease.

24.16 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

24.17 Entire Agreement

This Lease constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Lease. This Lease supersedes all previous correspondence or documentation relating to the Lessee's leasehold interest in the Leased Premises.

24.18 Termination

Termination does not affect the Lessee's obligation to pay any money which is payable or do any act which is to be done after Termination as provided by this Lease.

24.19 Lease clauses that do not apply

The parties agree that the clauses of this Lease specified in Item 9 of Schedule 1 (if any) do not apply to this Lease.



## **SCHEDULE 1**

**Item 1**      **Authorised Use**

Aerodrome hangar for aircraft protection from the weather, direct sunlight; and for maintenance, repair, manufacture, assembly and storage of aircraft.

**Item 2**      **Term and Option for Further Term**

Twenty-one (21) years commencing on the Commencement Date and ending on the End Date subject to a market valuation review at commencement of the 10th year.

**Item 3**      **Commencement Date**

1 October 2023

**Item 4**      **End Date**

30 September 2044

**Item 5**      **Land and Leased Premises**

(a)      Land

Reserve 35811, Lot 613 on Deposited Plan 182955 being the whole of the land comprised in Crown Land Title Volume LR3035 Folio 914.

(b) Leased Premises

That **part** of the Land identified as "Lease Site 1" on the plan in Annexure "A" to this Lease.

**Item 6**      **Rent**

The Rent is \$1,680 times the Perth Consumer Price Index for the June Quarter per annum with the first payment due on the Commencement Date and each subsequent payment due on each one year anniversary of the Commencement Date.

**Item 7**      **Lessee's Insurance Obligations**

Without affecting any further insurance to be effected by the Lessee as specified by the Lessor in writing to the Lessee, the Lessee shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) for any one incident or such greater amount as may be specified from time to time by the Lessor;
- (b) employers' indemnity insurance (if applicable) including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;

on the terms specified in clause 11 of the Lease.

**Item 8**    **Lease clauses that do not apply**

Not Applicable

## **SCHEDULE 2 - SPECIAL CONDITIONS**

All words and expressions used but not defined in these special conditions but which are defined in clause 1 of the main body of the Lease, shall have the same meanings respectively assigned to them in clause 1 of the Lease.

1. The Lessee shall not disturb the surface soil and vegetation in a manner likely to cause erosion. If erosion damage does occur, the Lessee (at its sole cost) shall take remedial action as directed by the Lessor.

**ANNEXURE "A"**

**PLAN WHICH IDENTIFIES LEASED PREMISES**

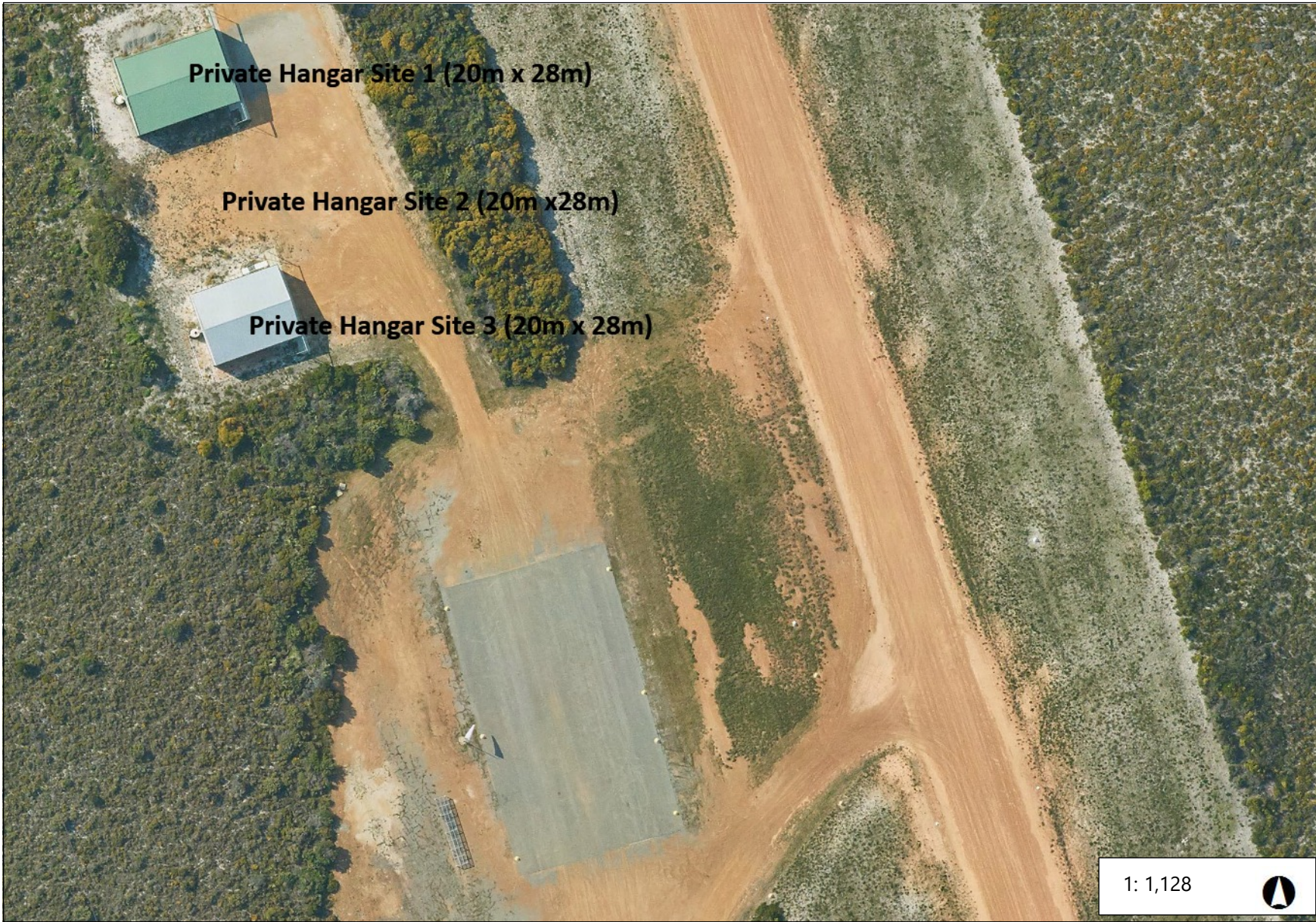




# Cervantes Aerodrome Private Hangar Lease Sites

## Legend

Cadastre



**Private Hangar Site 1 (20m x 28m)**

**Private Hangar Site 2 (20m x 28m)**

**Private Hangar Site 3 (20m x 28m)**

1: 1,128



0.1      0      0.03      0.1 Kilometers

Date produced: 22-Mar-2022

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

## Notes



### 9.3.1 PROPOSED COALARA CATTLE FEEDLOT

Location:	2530 Coalara Road, Boothendarra
Applicant & landowner:	Central Stockcare
File Ref:	Development Services Apps/ Development Applications/ 2020 / 79
Disclosure of Interest:	Nil
Date:	5 February 2021
Author:	Rory Mackay, Planning Officer
Senior Officer:	David Chidlow, Executive Manager of Development Services

#### PROPOSAL

For Council to consider a development application for an intensive cattle feedlot upon 'Sendem Downs' farming property (Lot 10331 on Deposited Plan 206634) within the locality of Boothendarra. The application proposes the development of an intensive cattle feeding facility with the capacity to accommodate up to 8,000 head of cattle over a five-year staged development.

#### BACKGROUND

Central Stockcare (the proponent) is proposing a \$5 million cattle management system which in their own words will be: *designed to take the cropland energy and protein harvested in November and December each year and meter that nutrient out over the other 10 months of the year to cattle. The proposed feedlot system will deliver thriving cattle at optimal age for slaughter that produce repeatable, high eating quality meat all year around.*

The proponent has operated a similar feedlot on the farming property of 'Springfield' in the Shire of Gingin for more than a decade. This site abuts the Brand Highway and therefore has had no impact on local Gingin roads. However, this site has now been sold to mining interests with the feedlot arrangement allowed to continue via a short-term lease arrangement. Hence the proponent is seeking approval for this new feedlot to transition from the Springfield property.

The development is proposed to be constructed in the following three stages depending on market forces:

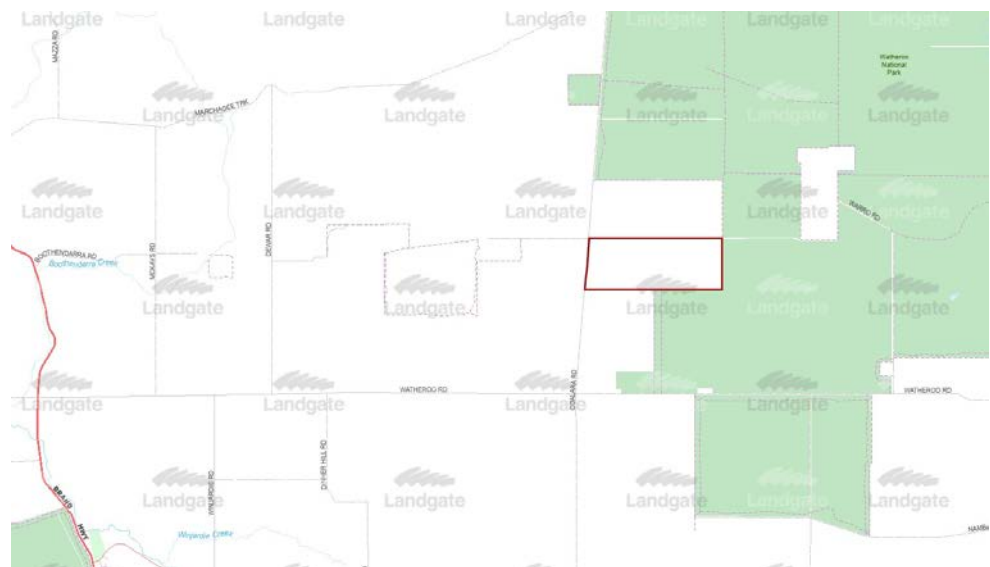
1. 4,000 head cattle 24 months from approvals
2. 6,000 head cattle 36 months from approvals
3. 8,000 head cattle 60 months from approvals

The maximum stocking density resulting from these stages will be 10.8m<sup>2</sup> per cattle. The majority of feed and cattle infrastructure will be established during the first stage of development. The subsequent stages will see extensions added relative to the additional number of cattle to be contained on site. The location of these facilities is shown on the site plan that is included in the appendix of the attached environmental assessment report.

Given the development is denoted as a prescribed premise under the *Environmental Protection Act 1986*, a works approval application has concurrently been submitted to the Department of Water and Environmental Regulation (DWER) for consideration. A condensed version of the environmental report was submitted with the development application, however the full report as submitted to DWER is attached for Council's reference.

The subject property has historically been used for extensive livestock grazing and grain production and as result, is largely cleared with no significant remnant vegetation. The Site is also generally flat topography, ranging from 300m AHD to 270m AHD.

The site is dissected by the unconstructed road reserve of Boothendarra Road. The feedlot infrastructure will be sited on the north-eastern section of approximately 1550Ha, while the remaining area and the south section of 1430Ha will remain broadacre farming. The proponent also owns 2615 Coalara Road, Boothendarra situated west of the development property. The feedlot property is surrounded by the Watheroo National Park to the north, east and majority of south. The hybrid map image shown below outlines the location of the proposal (red outline) from Brand Highway.



The property is zoned 'Rural' under the Shire's Local Planning Scheme No.7 (the Scheme). The Scheme objective for the Rural zone is:

*To provide for a range of rural activities such as broadacre and diversified farming so as to retain the rural character and amenity of the locality, in such a way as to prevent land degradation and further loss of biodiversity.*

A cattle feedlot aligns with the Scheme land use definition of 'animal husbandry – intensive':

*means premises used for keeping, rearing or fattening of pigs, poultry (for either egg or meat production), rabbits (for either meat or fur production) and other livestock in feedlots.*

This land use is listed as discretionary ('D') under the Scheme for the Rural zone. Meaning the development cannot commence without Council showing discretion in their land use development decision making.

#### COMMENT

Examination of the land capability to withstand potential environmental impacts of the development do not form part of this assessment as this will be undertaken by DWER in their assessment of the environmental works application for the proposed feedlot.

The feedlot is sited to meet the 1km Environmental Protection Authority rural buffer distance from sensitive receptors / neighbouring dwellings. The nearest neighbouring dwelling at 2297 Coalara Road, Boothendarra is located 6km away from the feedlot footprint. Therefore, the development does not present a significant risk to the amenity (noise & odour) of the locality.

The proponent has obtained a ground water licence from the Department of Water and Environmental Regulation to access up to 2250.95 megalitres of water per year for the purposes of: dust suppression; intensive stock watering; and irrigation of pasture.

The development will provide employment for up to 13 full time personnel when fully developed. This includes staff undertaking administrative, livestock handling, feed storage, preparation and delivery, and waste management activities. The existing dwelling on the subject land will be used for accommodating a small number of management staff. However, all other staff shall reside off-site, with no additional staff accommodation to be provided on-site.

Portions of the development site are located within designated Bushfire Prone Areas as determined by the Department of Fire and Emergency Services. However, all of the habitable areas in which people would be working on a regular basis (i.e. the feeding pens, feed mill, cattle handling facilities, weighbridge and office) are located outside the identified Bushfire Prone Areas. Accordingly, it is not considered necessary to address the requirements under *State Planning Policy 3.7 – Planning in Bushfire Prone Areas*, on the basis that:

- Part 10A of the Deemed Provisions of the Scheme do not apply, as no habitable buildings are proposed within Bushfire Prone Areas; and
- Planning Bulletin 111/2016 clearly contemplates exemptions for infrastructure (including roads and dams) and rural activities within Bushfire Prone Areas, as proposed.



**MINUTE EXTRACT - ORDINARY COUNCIL MEETING HELD THURSDAY 25 FEBRUARY 2021**

Therefore, an exemption is practical and entirely appropriate in this instance, as the no structures are proposed within the identified Bushfire Prone Areas.

The application is accompanied by a Traffic Impact Assessment (TIA) prepared by Auswide, attachment. This TIA concluded that the development would have a low impact of increased vehicle traffic in the locality. However, the TIA did not consider the capacity or capability of the local road network to handle the amount of traffic generated by the development, especially heavy haulage on the unsealed Coalara Road. As such, Shire staff sought a third-party traffic assessment (including a site inspection) by Porter Engineers (Porter).

The resulting TIA from Porter (also included as an attachment) made the following recommendations to the Shire:

	Summary of Conclusions for Shire Consideration
1	Install Boothendarra Road street name signs on Coalara Road at two intersections
2	Upgrade Boothendarra Road unsealed road pavement formation suitable for the proposed weekly number of B-Double heavy vehicles and other development traffic
3	Do not permit heavy vehicles to use unsealed road pavements when the formation is wet
4	Permit the proposed heavy vehicles to use only Route 1 (i.e. via Watheroo Road) so as to limit the extent of road network impacted and consequent road maintenance costs
5	The proposed development cover the annual cost of additional road maintenance incurred by the Shire as a consequence of the development traffic
6	The proposed development cover costs incurred by the Shire where it reinstates road pavement following damage caused by development traffic that has rendered the road hazardous or impassable to traffic

Staff responses to each recommendation for Council considerations are:

1 & 2 – Make Boothendarra Road Reserve east from Coalara road private gated access for the proponent via an annual gate permit. Road standard and maintenance for this portion of Boothendarra Road would then solely be that of the proponent. No other property owner uses this unconstructed road reserve. The gate access leg is shown in purple highlight below.



3 – This is standard practice for unsealed Shire road in the wetter months of the year. Truck damage to gravel roads in the wet can result in sufficient damage as to make it impassable to cars.

4 – Use of 'Route 1' only for heavy haulage on the roads of Watheroo and Coalara Roads is recommended as a condition of approval. The following table taken from the Porter TIA summarises the difference between Route 1 and 2 and why Route 1 should only be used by heavy haulage to avoid an additional 24.5km of unsealed gravel road maintenance.

Route	Total length	Unsealed Roads Length (3.3km common)	Sealed Roads length	Extra Unsealed Roads Length	Extra Sealed Roads Length	Total Extra Roads Length
Route 1	35 km	10.5 km	24.5 km	-	-	
Route 2	70 km	27.8 km	42.2 km	24.5 km	42.2 km	66.7 km

5 – A recommended condition of approval calls for a road user agreement to be established between the proponent and the Shire. This is to enable the proponent to meet the road maintenance costs relative to the development's heavy haulage. As stated within the Porter TIA the Shire's road crew usually grade unsealed roads three times a year (a winter, summer and touch up grade). It is expected through the development's heavy vehicle traffic numbers that grading of Coalara Road will need to be upped to 7-8 gradings per year at full 8,000 head capacity, especially as this road is school bus route. The Porter TIA concluded that the feedlot development should cover the cost by the Shire for these additional maintenance gradings rather than the general Shire ratepayer. It is noted by the Porter TIA that the development traffic is 134 units below the Main Roads threshold for the requirement for Coalara Road to be sealed by the developer.

6 - It is recommended a road damages condition be imposed on the proponent to ensure any non-compliance with the closure of Coalara Road in the wetter months to heavy haulage by the proponent does not result in an additional cost to the Shire to reinstate the road formation where it becomes a hazard or impassable to light vehicle traffic. There may be special occurrences where trucks will have to use Coalara road in the wet to unloaded cattle for animal welfare issues, such circumstances will be agreed by the proponent and Shire via the road user agreement to be developed.

The proponent provided a response to each of the above mooted preliminary conditions, of which is attached to this item. The proponent supports each preliminary condition except for the condition regarding recommendation 5 and establishing a Coalara Road user agreement. The proponent has raised concern that an annual ongoing road maintenance fee will generally erode the viability of low margin business. As stated, in poor trading environments feedlots at times close-down and cease business activity. In such a time of financial hardship it would be unreasonable to expect the operator to pay the Shire for road maintenance. As such, the proponent has requested that a variable but capped road maintenance levy linked to the annual truck activity of the feedlot, also linked to an appropriate index be used, if at all. The Shire currently use a similar arrangement to levy road maintenance contributions from extractive industries. This item calls for the road user agreement to be agreed by both parties prior to the use of the feedlot. If this approach is supported by Council, negotiations of the road user agreement would take place between the proponent and Shire staff at a later date.

In summary, the proposed cattle feedlot represents an intensive form of agricultural land use that will contribute to a more diverse land use profile in the Shire's Rural zone, and conversely, retains rural land for primary agriculture production, consistent with the Shire's strategic land use planning direction. Additionally, the development has no potential for conflict with the established amenity of the locality. Therefore, the development application is recommended for approval subject conditions, including conditions regarding the use of Coalara Road by the developer.

#### CONSULTATION

The subject development application was advertised to the following parties

- Department of Primary Industries & Regional Development;
- Department of Biodiversity, Conservation & Attractions;
- Main Roads WA; and
- Surrounding land owners.

The submissions from the State authorities have been attached to this item for Council's reference. The proponent has provided a response to each of these submissions as shown in the relevant attachment.

Only one neighbour submission was received. This submission objected to the proposal until: odour; flies and stable flies; and traffic on local (gravel) roads were addressed. These factors have been addressed in the comment section above and are to be reinforced by recommended conditions of development approval and/or further supported by the environmental assessment that rests with DWER.

#### STATUTORY ENVIRONMENT

- Local Planning Scheme No. 7
- Environmental Protection Act 1986

#### POLICY IMPLICATIONS

- State Planning Policy 2.5: Rural Planning
- State Planning Policy 3.7: Planning in Bushfire Prone Areas
- State Planning Policy 3.6: Infrastructure Contributions

#### Developer Agreements

*Contributions may also be implemented in limited circumstances through Developer Agreements or by a voluntary agreement between a landowner or developer and the relevant local government, pursuant to a request from the landowner or developer. Limited circumstances include large-scale, single ownership projects with a long development timeframe, or in regional areas where a formal Development Contribution Plan is not considered by local government and contributing owners to be necessary to achieve desired infrastructure delivery outcomes.*

*...infrastructure contributions prepared under this arrangement should be consistent with the principles outlined in this policy and any decision to deviate from these principles, including the provision of facilities of a higher quality or specification than standard, should be a voluntary decision by all parties to the agreement.*

#### Principles underlying infrastructure contributions

*Contributions for all infrastructure must be levied in accordance with the following principles:*

- a) *Need and the nexus: The need for the infrastructure must be clearly demonstrated (need) and the connection between the development and the demand created should be clearly established (nexus).*
- b) *Transparency: Both the method for calculating the infrastructure contribution and the manner in which it is applied should be clear, transparent, and simple to understand and administer.*
- c) *Equity: Infrastructure contributions should be levied equitably from all identified stakeholders within a contribution area.*
- d) *Certainty: The scope, timing, and priority for delivering infrastructure items, and the cost of infrastructure contributions and methods of accounting for escalation, should be clearly identified and agreed.*

- e) *Consistency: The system for infrastructure contributions for apportioning, collecting and spending contributions should be consistent, efficient and transparent.*
- f) *Accountable: That there is accountability in the manner in which infrastructure contributions are determined and expended.*

### FINANCIAL IMPLICATIONS

The proponent has paid a total application fee of \$12,311 for the development estimated to cost \$5million. The Porter TIA commissioned by Shire Staff cost \$6,800 (ex GST). Council may choose to use the application monies to offset cost or it could choose to back charge the TIA cost as additional to the proponent.

This ability is provided in Regulation 49 of the *Planning and Development Regulations 2009* which states:

*Additional costs and expenses payable by applicants*

*(b) costs and expenses of any specific assessment, such as an environmental assessment, required in relation to the application.*

### STRATEGIC IMPLICATIONS

Local Planning Strategy 2020:

*Rural Land – Facilitate more intensive and diverse use of rural land for higher value agricultural products which are compatible with land capability attributes and surrounding farming practices, subject to availability of adequate water supply.*

Strategic Community Plan – Envision 2029

02 – Propensity	The Shire will experience broad economic and population growth with decreasing economic barriers, diversified agriculture and fisheries output and vibrant visitor economy.
<b>Priority Outcomes</b>	<b>Our Roles</b>
Our Shire has a contemporary land use planning system that responds to, and creates, economic opportunities.	Ensuring that our planning framework is modern and meets the needs of industry, small business and emerging opportunities.
Our region is celebrated as a major contributor to the State's food production with a diverse range of agricultural, fishery and horticultural enterprises.	Advocate for and facilitate the reduction in economic barriers such as access to water, electricity, logistics infrastructure and telecommunications.

### ATTACHMENTS.

Circulated with the agenda are the following items relevant to this report:

- Public Environmental Report (Doc Id: 170727)
- Auswide TIA (Doc Id: 170728)
- Porter TIA (Doc Id: 170720)
- DPIRD Submission (Doc Id: 170722)
- DBCA Submission (Doc Id: 170723)
- Main Roads WA Submission (Doc Id: 170724)
- Proponent response letter (Doc Id: 170719)

**(Marked 9.3.1)**

VOTING REQUIREMENT

Simple majority

**OFFICER RECOMMENDATION / COUNCIL DECISION**

Moved Cr Gibson, seconded Cr Clarke

That Council:

- A. resolve to back charge to the proponent the cost of Traffic Impact Assessment prepared by Porter Engineers in accordance with Regulation 49 of the *Planning and Development Regulations 2009*; and
- B. grant development approval for animal husbandry intensive (cattle feedlot) upon Lot 10331 on Deposited Plan 206634 in the locality of Boothendarra subject to the following conditions and advice:

Conditions:

1. The land use and development shall be in accordance with the approved plans and specifications unless otherwise conditioned by this approval.
2. The endorsed plans shall not be modified or altered without the prior written approval of the Shire of Dandaragan.
3. The use when established shall at all times comply with the definition of 'animal husbandry - intensive (cattle feedlot)' contained within the *Shire of Dandaragan Local Planning Scheme No. 7*.
4. This approval is for Stage 1 to 3 of the development with the maximum head of cattle not to exceed 8,000 at any one time.
5. Access and egress to the subject site from Coalara Road shall be from the unconstructed Boothendarra Road Reserve which adjoins the boundary of the subject property via an annual Shire Gate Permit arrangement.
6. Prior to commencement of the use, access and egress to the subject site and any associated road works shall be located and constructed to the satisfaction of the Shire of Dandaragan and include all necessary drainage and signage. Costs applicable to the construction of the access point onto the site and related issues shall be borne by the proponent.
7. At the commencement of the approved use, a report detailing all activities and tonnages of livestock and materials transported to and from the facility is to be submitted to the Shire of Dandaragan each month until cessation of the use.
8. Prior to the commencement of the use, the proponent is to enter in an agreement with the Shire of Dandaragan regarding the utilisation of Coalara Road by the development's heavy haulage to establish contributions by the proponent necessary to achieve the desired infrastructure standard for Coalara Road for the life of the development.

9. Should the development's heavy haulage use Coalara Road when the road is closed due to the road formation being wet and damages the road to a hazardous state or impassable to light vehicle traffic as determined by the Shire of Dandaragan, the proponent shall cover the costs incurred by the Shire of Dandaragan to reinstate the road pavement to the satisfaction of the Shire of Dandaragan.
10. The development's heavy haulage shall only use the Shire of Dandaragan's local roads of Watheroo Road and Coalara Road to access and exit the development site to the satisfaction of the Shire of Dandaragan.
11. The transportation of materials, goods and commodities to and from the development shall be conducted so that dust emissions have minimal impact on the locality.
12. Prior to the commencement of the use, the applicant shall supply to the satisfaction of the Shire of Dandaragan the following plans:
  - a. construction management plan;
  - b. nutrient and irrigation management plan (including wastewater effluent management);
  - c. solid waste management plan;
  - d. air quality management plan (including dust and odour management);
  - e. fire management plan; and
  - f. environmental monitoring and reporting plan;
 on the advice of the relevant state government agency.

**Advice Notes:**

- a) The applicant is to implement and maintain reporting mechanisms for complaints concerning the operation of the development. In the event of a substantiated complaint being received the applicant is required to demonstrate mitigation response(s) to the approval of the Shire of Dandaragan.
- b) Should the Applicant be aggrieved by the decision (in part or whole) there is a right pursuant to the Planning and Development Act 2005 to have the decision reviewed by the State Administrative Tribunal. Such an Application must be lodged within twenty-eight (28) days from the date of the decision.
- c) This approval is not an authority to ignore any constraint to development on the land which may exist through contract or on title, such as an easement, memorial or restrictive covenant. It is the responsibility of the applicant and landowner and not the Shire of Dandaragan to investigate any such constraints before commencing development. This approval will not necessarily have regard to any such constraint to development, regardless of whether or not it has been drawn to the Shire of Dandaragan's attention.
- d) This is a development approval of the Shire of Dandaragan under its *Local Planning Scheme No.7*. It is not a building permit or an approval to commence or carry out

development under any other law. It is the responsibility of the applicant/landowner to obtain any other necessary approvals, consents, permits and licenses required under any other law, and to commence and carry out development in accordance with all relevant laws.

- e) Failure to comply with any of the conditions of this development approval constitutes an offence under the provisions of the *Planning and Development Act 2005* and the *Shire of Dandaragan Local Planning Scheme No.7* and may result in legal action being initiated by the Shire of Dandaragan.
- f) It is advised that the cattle feedlot should at all times comply with the *Biosecurity & Agriculture (Stable Fly) Management Plan 2013* in order to minimise the effects of stable flies on the community.
- g) The design and operation of the cattle feedlot is to be generally in accordance with the *National Guidelines for Beef Cattle Feedlots* and *National Beef Cattle Feedlot Environmental Code of Practice*.

CARRIED 5 / 0





## **SUSTAINABLE BEEF SYSTEMS**

**Pty Ltd**

Our Ref: Mr R Mackay - Coms 14/06/22  
Your Ref: Coalara Feedlot Development

16 December 2022

Planning Officer  
Shire of Dandaragan  
69 Bashford Street  
JURIEN BAY WA 6516

**ATTENTION: Mr Rory Mackay**

Dear Rory,

**SUBJECT: Central Stockcare Pty Ltd ATF The Ryan Family Trust  
Coalara Feedlot Development Approval  
Development Schedule**

I refer to our telephone conversation of 14 June 2022.

Following DWER issuing Works Approval in June 2022 for the Coalara Feedlot development in the Dandaragan Shire, Central Stockcare originally proposed to move to construct Stage 1 of the feedlot in January 2022.

This letter is to advise that the construction of Stage 1 of the feedlot did not commence in calendar year 2022 due to unforeseen circumstances. The holdup of commencement included availability of some materials, earthworks contractors and construction contractors in the recent superheated period of demand for construction and development in Australia. Additionally, the economics of the beef industry feedlot sector business model has also been relatively unprofitable since the development was approved. This business environment is expected to improve in the coming year with feeder cattle prices and grain prices easing in the last few months of 2022.

It is proposed that construction work on the development will commence in the second half of 2023 and in any event prior to the end of calendar year 2023.

We request Council to consider and grant an extension of time prescribed in the DA for the commencement of development of the Coalara Feedlot.

Please call if you have any queries.

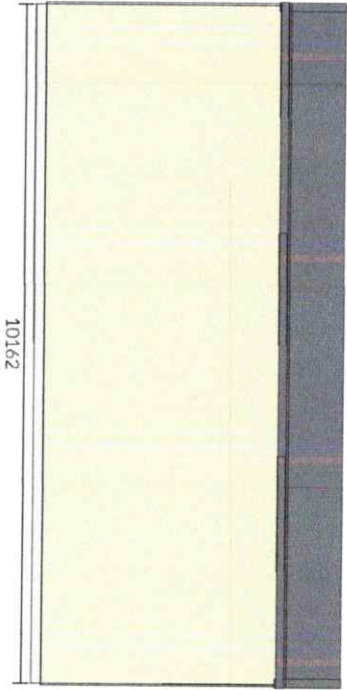
Yours faithfully,  
Sustainable Beef Systems Pty Ltd



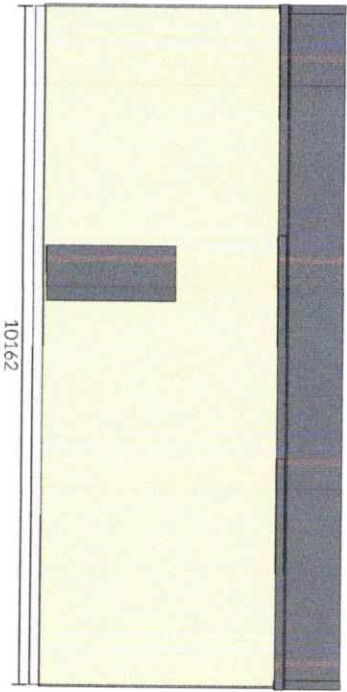
Peter Paradice  
Director  
0404 444650

CC Dean Ryan – Central Stockcare Pty Ltd

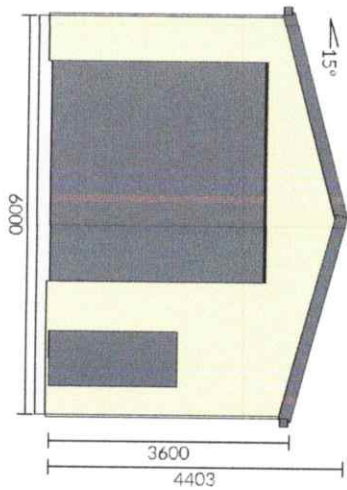
### LEFT ELEVATION



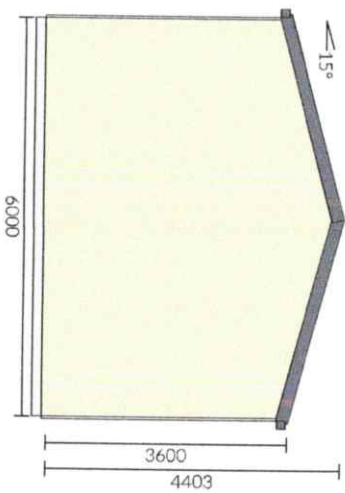
### RIGHT ELEVATION



### FRONT ELEVATION



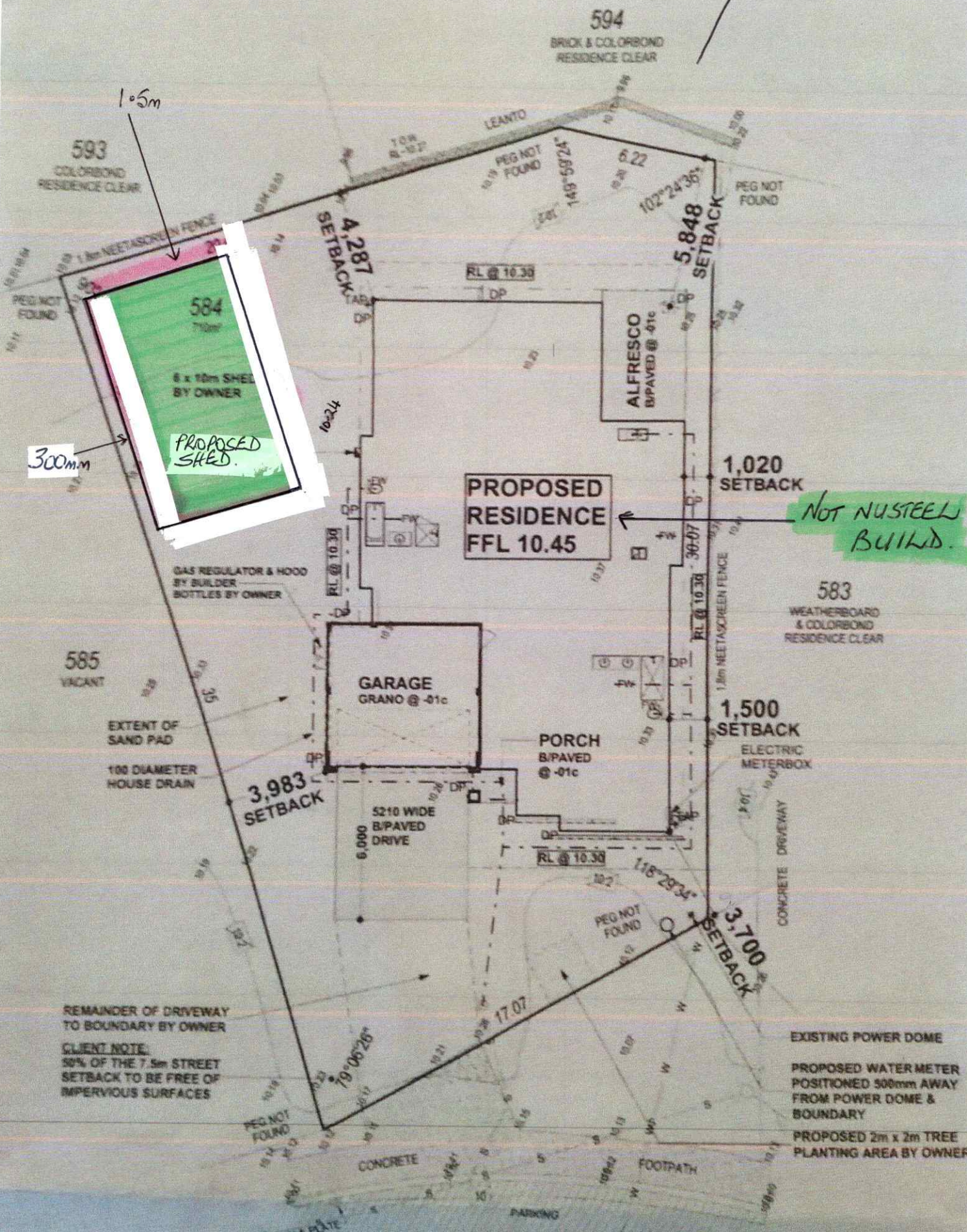
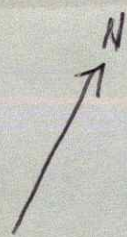
### BACK ELEVATION





D & D FRASER  
6 PARAKEET BEND, JURIEEN

1:200



1.5m

300mm

584  
700m²  
6 x 10m SHEED BY OWNER  
PROPOSED SHED.

PROPOSED RESIDENCE  
FFL 10.45

NOT NUSTEEL BUILD.

GARAGE  
GRANO @ -0.1c

PORCH  
B/PAVED @ -0.1c

ALFRESCO  
B/PAVED @ -0.1c

REMAINDER OF DRIVEWAY TO BOUNDARY BY OWNER

CLIENT NOTE:  
50% OF THE 7.5m STREET SETBACK TO BE FREE OF IMPERVIOUS SURFACES

EXISTING POWER DOME

PROPOSED WATER METER POSITIONED 500mm AWAY FROM POWER DOME & BOUNDARY

PROPOSED 2m x 2m TREE PLANTING AREA BY OWNER

CONCRETE

FOOTPATH

PARKING





## SHIRE of DANDARAGAN

### HOLIDAY HOUSE - PROPERTY MANAGEMENT PLAN

**PROPERTY ADDRESS:** 5 Dover Way, Jurien Bay WA 6516

#### PROPERTY MANAGER DETAILS:

Name: Ian Kelly, Professionals Jurien Bayview Realty

Address: 36A Bashford Street, Jurien Bay WA 6516

Telephone Number: 08 9652 2055

Email: [jurienbayviewrealty@professionals.com.au](mailto:jurienbayviewrealty@professionals.com.au)

#### DUTIES OF PROPERTY MANAGER:

- Respond to complaints against the holiday house premises as soon as reasonable and practicable and within a maximum of 24 hours;
- Display the Code of Conduct, Property Management Plan in the kitchen or living area of the holiday house premises;
- Liaise with guests for the occupancy and vacation of the premises;
- Ensure the approved maximum guest occupancy is not exceeded;
- Ensure development approval as a holiday house is with the Shire of Dandaragan;
- Ensure guests are aware of and adhere to the approved Code of Conduct;
- Ensure the premises are clean and maintained to a high standard; • Ensure bed linen is clean and replaced upon guest vacation; and
- Ensure rubbish and recycling bins are collected as required.

#### GUEST CHECK-IN AND CHECK OUT PROCEDURES:

(outline on-site assistance, cleaning, and waste management)

**A map and directions of {{area.name}} will be given to you when you collect your keys from our office located at 36A Bashford Street, Jurien Bay after 2pm.**

**Check in is strictly 2pm. Keys cannot be given any earlier.**

**Keys are to be dropped back to the office by 10am on your departure date.**

**Our office is open 7 days a week from 9am to 5pm**

## **NOTE TO VISITORS**

- PLEASE **DO NOT** SMOKE INSIDE THIS PROPERTY
- FOR THE CONVENIENCE OF OTHERS, PLEASE LEAVE THIS PROPERTY AS YOU FOUND IT, CLEAN AND TIDY. A CLEANING FEE MAY BE CHARGED TO YOU IF THE PROPERTY IS NOT LEFT IN ITS ORIGINAL CONDITION
- ALL DISHES ARE TO BE WASHED, WIPED AND PUT AWAY BEFORE DEPARTURE. IF THE PROPERTY HAS A DISHWASHER, ALL DISHES MUST BE EMPTIED AND DISHES PUT AWAY BEFORE DEPARTURE. A CHARGE MAY APPLY TO EMPTY.
- RUBBISH BIN COLLECTION IS ON TUESDAYS, IF YOU ARE DEPARTING ON A SUNDAY, MONDAY OR TUESDAY COULD YOU PLEASE ENSURE BINS ARE PLACED ON VERGE
- DEPARTURE TIME IS STRICTLY **10:00AM** UNLESS PREVIOUSLY ARRANGED WITH AGENT. THE KEY MUST BE RETURNED TO **THE AGENT** UPON DEPARTURE.
- PLEASE DO NOT RELOCATE OR MOVE ANY FURNITURE IN THIS PROPERTY.
- PLEASE ADVISE OUR OFFICE WITH ANY DAMAGE OR BROKEN ITEMS.
- FOR HEALTH REASONS, SHEETS MUST BE USED AT ALL TIMES ON THE BEDS.

### **IMPORTANT INFORMATION REGARDING THIS PROPERTY**

- FRIDGE TO BE CLEANED OUT AND LEFT ON
- IF THERE IS A BBQ, PLEASE TURN OFF GAS BOTTLE AFTER USE
- IF THERE IS A BBQ, PLEASE LEAVE THE BBQ CLEAN ON DEPARTURE. YOU WILL BE CHARGED A CLEANING FEE SHOULD THE BBQ BE LEFT DIRTY.

PLEASE ENJOY YOUR STAY, SHOULD YOU HAVE ANY QUERIES PLEASE CONTACT THE AGENT, OFFICE  
HOURS 9AM TO 5PM 7 DAYS A WEEK  
PROFESSIONALS JURIE BAYVIEW REALTY ON 9652 2055

**PET MANAGEMENT:** These signs are placed on the Fridge of all Pet Friendly properties

THIS PROPERTY IS PET FRIENDLY AND PETS MUST BE KEPT  
OUTSIDE AT ALL TIMES.



IF PET HAIR IS FOUND INSIDE OR ANY DAMAGE FOUND TO THE  
PROPERTY YOU MAY INCUR A CLEANING FEE OF UP TO \$500.00

THANK YOU



FROM PROFESSIONALS JURIE BAYVIEW REALTY MANAGEMENT

**NUISANCE, NOISE AND COMPLAINT MANAGEMENT:**

**NOISE AND NUISANCE:** Guests agree not to cause or permit nuisance at the property. This includes excessive noise, disruptive or anti-social behaviour. Noise should generally cease after 9pm Sunday through Thursday and after midnight Friday and Saturday

The Code of Conduct is up on the wall with Shire Approval in the holiday home stating the above comment.

If we get a call regarding a disturbance during working hours, we will certainly endeavour to manage the nuisance as quickly as we can. If the Guests do not comply with our requests, we will ask them to leave the property immediately.

**NUMBER OF CAR PARKING BAYS AVAILABLE: 4**

**MAXIMUM GUEST OCCUPANCY: 8**

**BEDROOM SLEEPING CONFIGURATIONS:**

(guest number & bed type)

BED 1: Queen Bed, 2 x people

BED 2: Queen Bed, 2 x people

BED 3: 1 x Double Bed, 2 x people

BED 4: 1 x Double Bed, 2 x people

BED 5:

**ADDITIONAL INFORMATION (IF APPLICABLE):**



## SHIRE of DANDARAGAN

### HOLIDAY HOUSE – CODE OF CONDUCT

**PROPERTY ADDRESS:** 5 Dover Way, Jurien Bay WA 6516

The following Code of Conduct governs guest behaviour and use of the property. Guests agree to follow the guidelines below, for themselves and any visitors they allow at the property:

**GUESTS:** Children should be supervised by a responsible adult (over 18 years of age) at all times. No unauthorised people (visitors) are permitted to stay overnight.

**NOISE AND NUISANCE:** Guests agree not to cause or permit nuisance at the property. This includes excessive noise, disruptive or anti-social behaviour. Noise should generally cease after 9pm Sunday through Thursday and after midnight Friday and Saturday.

**VEHICLE PARKING:** Guests agree to use the parking spaces provided and not to park on the street verge or street itself outside the property. The guests agree not to park any additional vehicles on the property in excess of the parking spaces provided.

**SHIRE REGULATIONS:** The guests agree to all Shire regulations, including noise and fire limitations.

**PREMISE CONDITION AND CLEANLINESS:** The guests agree to leave the premise in a clean and tidy condition upon vacating, with all fittings and chattels in their original condition and position at the beginning of stay. Guests are to advise the Property Manager of any damage or disrepair within 24 hours of this occurring. Any damage repairs or excessive cleaning that is attributable to the guests stay will be paid for by the guests.

**FIRES:** The guests agree not to allow any candles, open fires or similar burn unsupervised within the premise. No open fires are permitted outside at any time. Barbeque facilities may be provided and used in a safe manner.

**RUBBISH DISPOSAL:** The guests agree to contain all their rubbish in the bins provided. Guests are responsible for putting out and collection of the bins where their stay coincides with collection days.

Your collection day is: TUESDAY

**KEYS:** At the end of the agreed accommodation term, guests agree to lock the premise, close all windows and return the keys to the Property Manager. Any lost or damaged keys will be replaced at the guests' expense.

**TERMINATION OF ACCOMMODATION:** If guests are found to have contravened any of the above Code of Conduct responsibilities a verbal warning will be issued. If the contravention is not rectified immediately, the accommodation booking may be terminated with 2 hours' notice at the Property Manager's discretion. No refunds will be made.



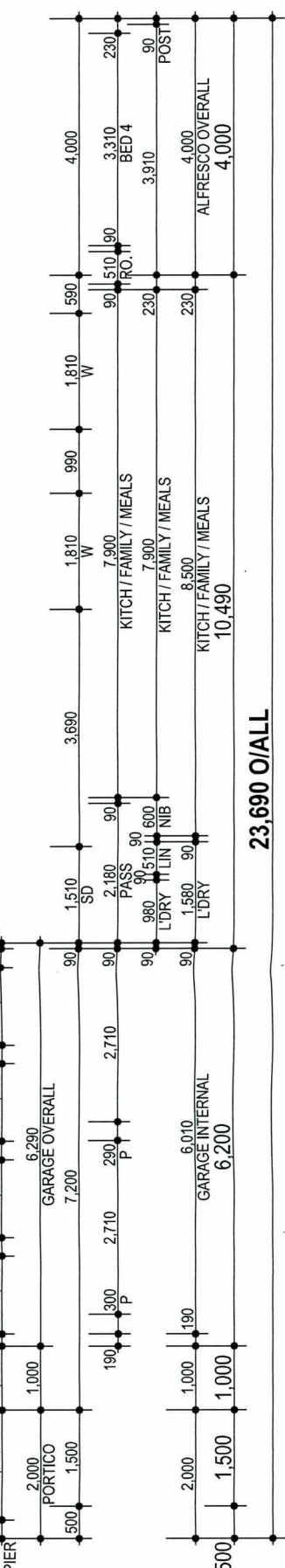
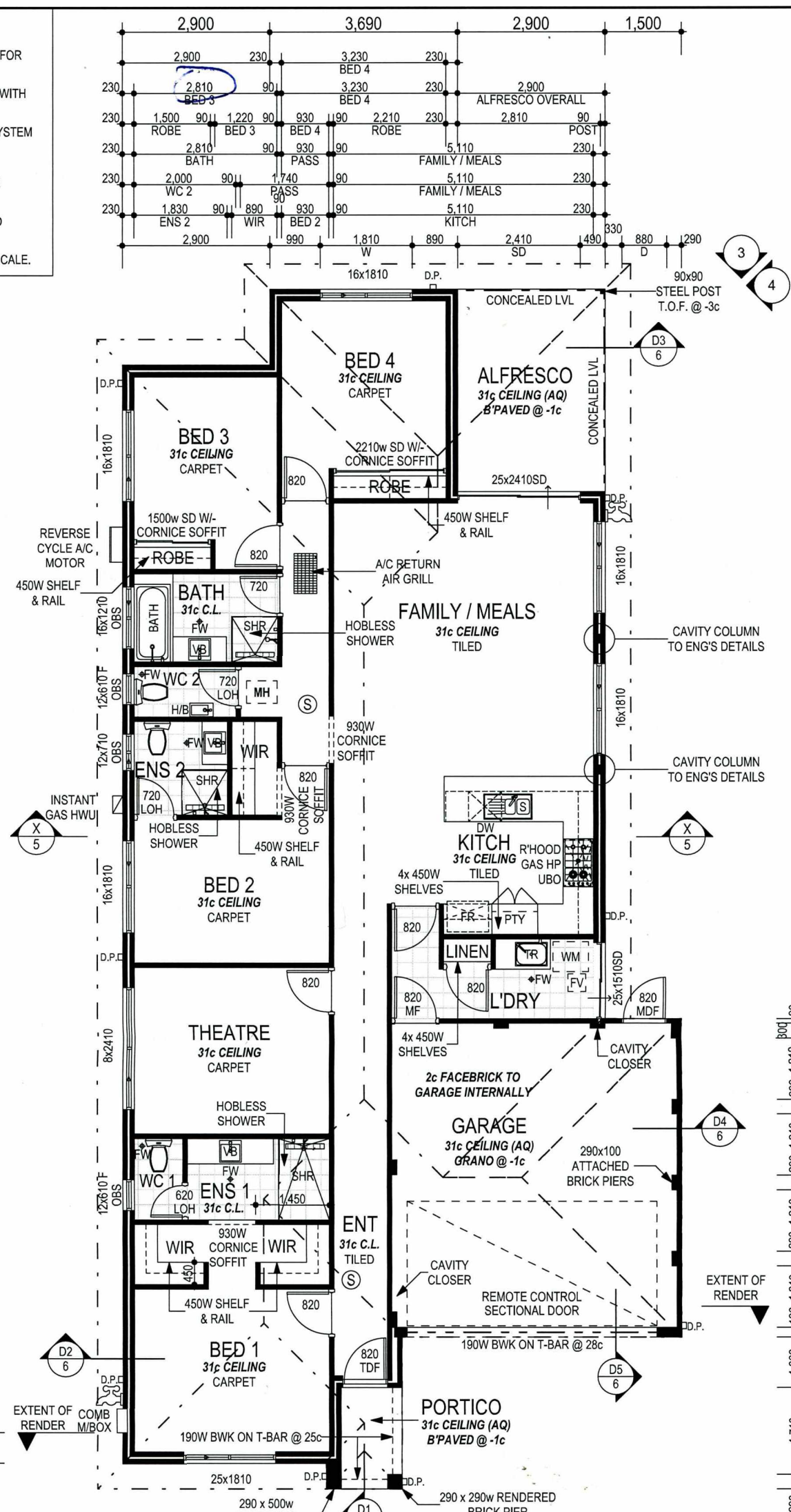
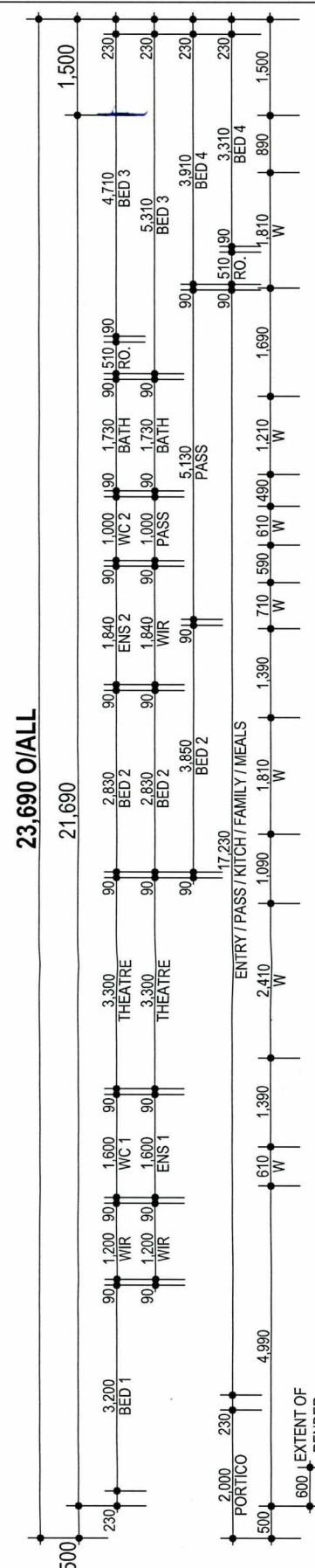
**NOTE:**

- DIMENSIONS ARE TO BRICK SIZES & DO NOT ALLOW FOR PLASTER RENDER OR SET.
- THESE DRAWING ARE TO BE READ IN CONJUNCTION WITH THE ENGINEERS DRAWINGS AND DETAILS.
- FINAL LOCATION OF DOWNPIPES, & STORMWATER SYSTEM TO BE DETERMINED ON SITE BY BUILDER.
- WALL AND FLOOR TILES AS DRAWN ARE INDICATIVE REPRESENTATION ONLY OF THE SURFACE AREA TO BE COVERED.
- NOTIFY BUILDERS OF ANY DISCREPANCIES PRIOR TO COMMENCING.
- ALL NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.

**AREA**

GROUND FL	168.28
GARAGE	35.47
PORTICO	2.54
ALFRESCO	11.60
TOTAL	215.89 m <sup>2</sup>
PERIMETER	65.76 m

Building Surveying  
ROOF AREA (Gable) 242.19 m<sup>2</sup>  
No. BSC2076



**PLUMBING NOTE:**  
BUILDER TO PROVIDE REFLUX VALVE TO HOME DUE TO NO HOBS TO SHOWER RECESS/ES.

Ⓢ DENOTES SMOKE DETECTOR

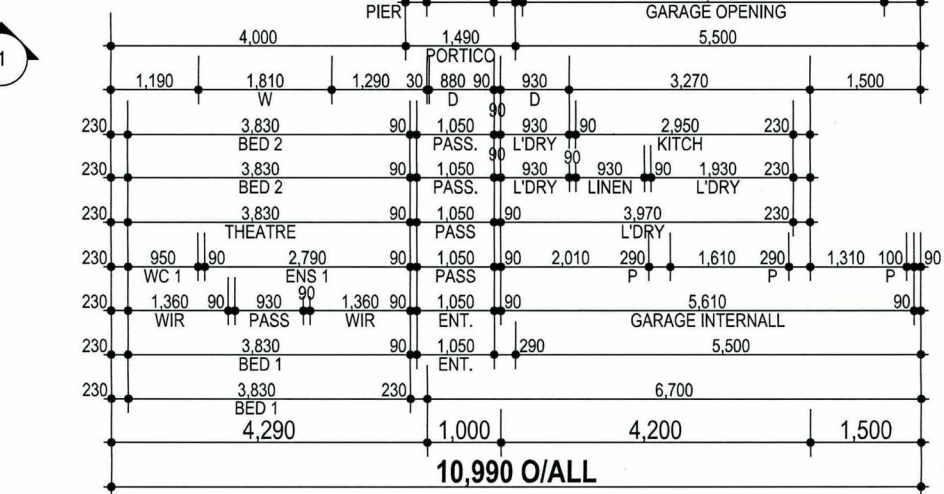
WIND CLASSIFICATION  
N3 DETAIL

**FLASHING NOTE:**  
ALL CAVITY CLOSERS AND STRUCTURAL COLUMNS TO BE FLASHED WITH ALCOR FLASHINGS AS PER AUSTRALIAN STANDARDS.

**BAL NOTE:**  
PROPOSED RESIDENCE FALLS WITHIN A BUSHFIRE PRONE AREA AND WILL REQUIRE A BAL REPORT. ADDITIONAL CONSTRUCTION REQUIREMENTS MAY BE REQUIRED.

**THIS DWELLING IS DESIGNED FOR RENDERED FRONT ELEVATION & 2c FACE BRICKS - 1/3 BOND TO REMAINDER.**  
RENDER EXTENT AS SHOWN & COURSING HEIGHTS SHOWN IN STD BRICK FORMAT

**GROUND FLOOR PLAN**  
1:100



THIS IS ONE OF THE DRAWINGS REFERRED TO IN THE CONTRACT :

OWNER .....DATE.....

OWNER .....DATE.....

BUILDER .....DATE.....

VARIATIONS				
REVISION	DATE	BY	CHK BY	
WD	30/10/20	DON	TL	
SURVEY	10/11/20	DON	TL	

CLIENT: **GOMM**

SITE ADDRESS:  
**LOT 1028 (#5)  
DOVER WAY  
JURIEN BAY  
SHIRE OF DANDARAGAN**

DRAWN: HD DATE: 26/11/2020

**THE IMPRESSION**

SHEET N°: **4 OF 9**

JOB N°: **20-0613**

SCALE: AS SHOWN





# Planning Report

## Development Application for Telecommunications Infrastructure (Mobile Phone Base Station)

12051 Brand Highway, Cooljarloo WA 6507  
(Part of Lot 3 on Plan DP408189)

Optus Reference: P0679 – Cooljarloo

Prepared by Ventia Solutions Australia on behalf of Optus Networks Pty Ltd

**14 December 2022**



### Confidentiality

All intellectual property in this proposal belongs to Ventia Limited. The contents of this proposal shall not be used for any other purpose other than the evaluation of this development proposal, nor disclosed to any other person without the prior written permission of Ventia Limited.

## Quality Control

Prepared by: Joe Bennett, Graduate Planning Consultant	Reviewed by:
First Review	First Review
Date: 2022	Date: 2022
Signature:	Signature:
Final	Final
Date: 2022	Date: 2022
Signature:	Signature:

## Table of Contents

Quality Control.....	3
Executive Summary.....	6
1. Executive Summary .....	7
2.1 Need for the Facility .....	10
2.2 Regulatory Compliance and Public Safety .....	10
3.1 Precautionary Approach .....	12
3.1.1 Balancing Visual Impacts Against Community Benefit.....	12
3.1.2 Assessment of Alternative Candidate Sites .....	13
3.1.3 Colocation Opportunities .....	13
3.1.4 Candidates Considered .....	14
4.1 Site Overview .....	16
4.2 Site Context.....	16
5.1 Site Access .....	20
5.2 Environmental Commitment.....	21
5.3 Construction and Noise.....	21
5.4 Utilities.....	22
7.1 Visual Impact Assessment.....	25
7.2 Heritage.....	27
7.3 Flora and Fauna.....	27
7.4 Traffic .....	28
7.5 Acid Sulphate Soils .....	28
7.6 Flooding .....	28
7.7 Bushfire .....	28
7.8 Erosion and Sediment Control .....	29
7.9 Economic Impacts of the Proposal .....	29
8.1 Matters to Be Considered .....	30
8.2 Planning and Development (Local Planning Scheme) Regulations .....	30
8.2.1 Town Planning Scheme (TPS7) .....	33
9. Telecommunications Industry Regulation Overview .....	35
9.1 Commonwealth Legislation .....	35
9.1.1 Telecommunications (Low-Impact Facilities) Determination 2018.....	35
9.1.2 Telecommunications Code of Practice 2021 .....	35
9.1.3 Mobile Phone Base Station Deployment Code C564:2020 .....	36
9.1.4 Environmental Protection and Biodiversity Conservation Act 1999 .....	37
10. Conclusion.....	38
Appendix A – Design Drawings .....	40

Appendix B – Environmental EME Report ..... 41

Appendix C – Property Title/Lease..... 42

Appendix D – Environmental Searches..... 43

## Executive Summary

<b>Address of Site</b>	<b>12051 Brand Hwy, Cooljarloo WA 6507</b>
<b>Legal Description</b>	Part of Lot 3 on plan DP408189
<b>Property Owner</b>	Tronox Management Pty Ltd
<b>Local Government Authority</b>	Shire of Dandaragan
<b>Planning Scheme</b>	Shire of Dandaragan Local Planning Scheme No.7
<b>Proposal</b>	<p>The proposed development comprises:</p> <ul style="list-style-type: none"> <li>• The installation of new headframe to new monopole</li> <li>• The installation of three (3) off CommScope RV4-65D-R6-EC panel antennas with dimensions 2688mm (H) 498mm (D) 197mm (W)</li> <li>• The installation of seven (7) off new Optus RRUs and the reservations of five (5) off future RRUs ; and</li> <li>• The installation of ancillary equipment including new mounts, cabling, hybrids, feeders, and other associated equipment</li> <li>• The installation of strap mount to new monopole</li> <li>• The installation of one (1) off CommScope VHLPX4-7W parabolic antenna with diameter 1200mm</li> <li>• The installation of one (1) off new Optus ODU connected to parabolic antenna and one (1) off feeder</li> </ul>
<b>Coverage Objectives</b>	The proposed facility is required to provide a permanent solution to the mobile coverage issues in the area. The area is primarily used for mining as well as the primary connection, Brand Highway connecting Cooljarloo and Cataby. A new base station is required to support the coverage and capacity objectives of Optus for the area of Cooljarloo.
<b>Permit Trigger</b>	Use and Development of the land for the purposes of Telecommunications Infrastructure
<b>Zone and Special Controls</b>	Rural (Dandaragan) Special Control Area – Bassendean Sands – SCA1 (Dandaragan) State Planning Policy 2.5 (Rural) State Planning Policy 5.2 (Telecommunications Infrastructure)
<b>Structure Plans</b>	No relevant structure plan
<b>Use Applicant</b>	Telecommunications Infrastructure Optus Networks Pty Ltd C/- Ventia Solution Australia 11 Craft Street Canning Vale WA 6155
<b>Contact Person</b>	Joe Bennett 0476 977 761 Joe.Bennett@ventia.com
<b>Site Reference</b>	<b>Name</b> P0679 - Cooljarloo

# 1. Executive Summary

Optus regularly tests the efficiency of its existing network have identified the need for improved coverage in the area of Cooljarloo. In order to address this, Optus are proposing to construct a new telecommunications facility (facility) at 12051 Brand Highway, Cooljarloo WA 6507.

The need for the facility has arisen as a result of issues in coverage and capacity between the Cooljarloo and Cataby area, particularly along the Brand Hwy and impacted parties including mining operations in the area. In order to resolve these issues, Optus proposes the installation of a new facility at the above address.

Optus, as licensed telecommunications carriers, must operate under the provisions of the Telecommunications Act 1997 and the Telecommunications Code of Practice 2020.

With consideration to factors such as visual impact, community sensitive locations and environmental factors a replacement site was identified and a commercial agreement was agreed with the landowner, being Tronox Pty Ltd.

The proposed development involves the installation of a 40m high monopole facility, a new headframe on the monopole to support Optus equipment, three new panel antennas, two parabolic antennas and other associated ancillary equipment.

An assessment of the development with regards to the relevant state and local planning policy framework has been undertaken and the development is considered appropriate for the following reasons:

- The proposed telecommunications facility is required to achieve the Optus coverage objectives to the area of Cooljarloo.
- The benefit that the provision of an effective communications systems will bring to the area and its users outweighs the visual impact.
- There are no identified environmental constraints that cannot be managed or would otherwise prohibit construction.
- The siting, location and design responds to recognised visual landscape assessment practices and the planning policy framework.
- The levels of electromagnetic energy produced by the facility will be well within the maximums specified by Australian Radiation Protection and Nuclear Safety Agency (ARPANSA).

Optus consider that the surrounding community, residential, commercial and business needs would benefit significantly from the proposal by providing enhanced mobile phone and mobile broadband internet services to the area and providing greater opportunity for competitive development. Optus consider this site the most suitable to provide significant coverage for the area and that the public would benefit by the approval of this proposal.

With consideration to the above, Ventia on behalf of Optus request that the Shire of Dandaragan grant approval for telecommunications infrastructure at 12051 Brand Highway, Cooljarloo WA 6171.



This Development Application, (DA) has been prepared by Joe Bennett and is being lodged on behalf of **Australia Tower Network Pty Limited (ATN)**, ACN 643 875 165. ATN is an infrastructure company that deploys, owns, operates and manages passive shared telecommunications infrastructure.

ATN is working in partnership with Optus Mobile Pty Ltd (Optus). Optus has engaged ATN to acquire and deploy many new mobile telecommunications base station sites around Australia to help facilitate the ongoing expansion of the Optus mobile network over the next few years. The site the subject of this DA is one of these planned new sites.

Optus have identified issues with local mobile network services in the Cooljarloo area and are seeking to improve mobile services in the area. The proposal involves installation of a new ATN 40m monopole, upon which Optus antennas and equipment are to be installed.

Optus will be the anchor tenant on the ATN facility to be constructed at the site. Accordingly, this DA also incorporates and seeks approval for a mobile telephone base station to be owned and operated by Optus, located on the ATN facility at this site.

ATN will make this facility available to other Australia's mobile carriers, government agencies and other wireless service providers. The facility has been specifically designed to accommodate co-location by others.

ATN is majority owned by a subsidiary of Australian Super, Australia's largest superannuation and pension fund. The remaining minority of ATN is owned by Optus' parent Company, Singtel. ATN is a financially self-sustaining company which will focus on the ownership and maintenance of passive telecommunications infrastructure. It has the backing of both Australian Super and Singtel, two very large and financially secure entities.

In very simplistic terms, ATN will own the tower and associated supporting passive infrastructure. Optus will own and operate all the telecommunications equipment to be installed as part of this DA.

Ventia will seek to demonstrate that there is a genuine need to improve telecommunication services in the Cooljarloo area, that ATN has undergone a rigorous site selection process, that the chosen site best satisfies the planning framework, and that all reasonable steps have been employed so as to ensure the development is consistent with the principles of sustainability and, on balance should be supported.

Mobile phone infrastructure provides an integral part of our everyday lives and helps pave the way for societal and technological progression. The proposed facility is required to provide a permanent solution to the coverage issues in the area. It has been identified that a new base station is required to address the current poor mobile coverage and capacity.

In order to enable the provision of these services to customers, ATN and Ventia have undertaken a comprehensive site identification and selection process based on a number of factors including environmental, planning, community, property, engineering and radiofrequency (RF) coverage objectives which have all been taken into careful consideration throughout the analysis.

As a result of this assessment, it was determined that a new facility at the above address would be required in order to maintain the necessary coverage and service objectives within the area.

It was further assessed that the location, siting and design sufficiently minimises adverse impacts on surrounding environments and the community as far as practical.

ATN ensures that all of its facilities, including the proposed facility will operate at a level well below the strict Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) guidelines, even at maximum capacity.

ATN and Ventia consider the above location to be favourable for the proposed facility as it will have minimal overall environmental impact upon the locality whilst crucially providing the necessary coverage.

All mobile phone network operators are bound by the operational provisions of the federal *Telecommunications Act 1997* and the Telecommunications Code of Practice 2021. This Development Application is bound by the core principles and operator requirements outlined within the *Telecommunications Act 1997* and subordinate regulations. In addition, consent is required from Council as the responsible planning authority for the local government area in order to undertake the proposed development. Further information regarding the legislative framework pursuant to this proposal is located within Sections 4 and 5 of this report.

ATN and Ventia are seeking development consent for a new telecommunications facility at the subject site.

## 2.1 Need for the Facility

Mobile phones work by sending and receiving low power radio signals, much like a two-way radio system. The signals are sent to and received from antennas that are attached to radio transmitters and receivers, commonly referred to as mobile phone base stations. The base stations are linked to the rest of the mobile and fixed phone network and pass the signal/call into those networks.

Optus regularly undertake detailed assessments of the performance and coverage of their digital mobile telephone and broadband internet networks to ensure their systems are reliable and achieving the required objectives. Reference to customer demand also provides an indication of areas of poor performance or where coverage does not exist.

During these assessments, Optus have determined that the current level of service is inadequate and improved mobile telephone and mobile broadband internet coverage is required within the Cooljarloo area. Optus are committed to delivering reliable mobile phone services that offer more choice and reliable customer service.

Each base station can only carry a finite number of calls. In areas of high mobile phone use, such as central business districts and high-density areas, more base stations are required to handle the level of call and data traffic.

The further a base station is from the customers, the weaker the mobile signal is and the slower the data rate of transfer. The weaker signal level also has difficulty penetrating buildings and therefore has detrimental effect on in-building coverage. Surrounding obstructions and topography also has an impact on the signal strength. The best location to build base stations is closest to where these mobile services are required. The further a base station is from its technically optimal position additional stations are then required, or else there will be coverage gaps.

A permanent mobile phone base station will ensure adequate coverage and capacity to the Cooljarloo area. The proposed facility will be incorporated into the existing Optus networks via parabolic antenna transmission.

## 2.2 Regulatory Compliance and Public Safety

The proposed upgrade will comply with the Australian Communications and Media Authority regulatory arrangements with respect to electromagnetic radiation (EMR) exposure levels. The State Administrative Tribunal orders and many local planning policies pertaining to telecommunications infrastructure acknowledge that health is not a planning consideration given the licensing requirements have due regard to public health.

Radio telecommunications technology has been in use for over 100 years. Radio frequencies and electromagnetic energy has been the subject of many scientific studies. The overwhelming majority indicates there are no negative health effects, while a small number indicate that more research is needed. No scientific study has found conclusive evidence of negative health effects. Optus encourage people to obtain more information about EME if they are at all concerned.

The State Telecommunications Planning Policy is consistent with recent planning tribunal rulings that *issues relating to EMR levels are not deemed to be valid planning considerations* and states:

*“Standards set by ARPANSA incorporate substantial safety margins to address human health and safety matters; therefore, it is not within the scope of this Policy to address health and safety matters. Based on ARPANSA’s findings, setback distances for telecommunications infrastructure are not to be set out in local planning schemes or local planning policies to address health or safety standards for human exposure to electromagnetic emissions.”*

State Planning Policy 5.2, August 2015

## 3.1 Precautionary Approach

Optus and ATN are required to carefully consider many factors before deciding on the location and the design of their base stations. These include service objectives (radio coverage requirements), physical characteristics of the site - such as height and terrain, ability to connect with the rest of the network, planning constraints such as zonings, co-location opportunities, minimising public exposure to EME, cost factors, the ability to obtain a suitable lease, proximity to community sensitive locations and minimising the visual impact on the existing streetscape and/or environment.

The Australian Communications and Media Authority (ACMA) require Optus and the other carriers, to balance these factors when deciding on the placement of a site. Optus have taken all these factors into careful consideration and are satisfied that the proposed site chosen is suitable. All co-location opportunities have been investigated in consultation with other Carriers as required by the Communications Alliance Ltd Industry Code C564:2020 Mobile Phone Base Station Deployment and the Telecommunications Code of Practice 2021.

### 3.1.1 Balancing Visual Impacts Against Community Benefit

We understand that the balancing visual impacts against total benefit is an important process which developers must approach cautiously and ensure any design response is sympathetic to its natural setting. We also recognise that any visual impact needs to be weighed against the overall benefit that the provision of effective communications systems brings to an area.

The State Administrative Tribunal (SAT) has ruled that height is an integral part of a mobile phone base station, and that visibility in itself does not necessary equate to adverse visual impact.

*“While it is true that the tower will be higher than any other point in the immediate vicinity of the subject land, such height is an integral part of the successful functioning of the infrastructure, a matter recognised by SPP 5.2, cl 2.3 (‘mounted clear of surrounding obstructions’).”*

Optus Mobile v City of Stirling [2008] WASAT 238 [59]

*“The planning framework does not require the tower to be invisible.”*

Optus Corporation v Shire of Waroona [2012] WASAT 179

*The fact that part of the proposed development will be visible does not, of itself, mean that the proposed development will have a negative impact on the visual amenity of the locality.*

NBN Co Limited v City of Albany [2016] WASAT 61 [52]

To this effect Optus has sought to establish the base station in an elevated position, thus reducing the height of the structure necessary to achieve coverage objectives and reducing reliance on blending and screening initiatives.

*“Minimise the height of the tower by assessing the local topography or height of buildings for the proposed area. Choose the site that minimises the height of the tower most effectively.”*

Visual Landscape Planning in Western Australia WAPC, 2007 p. 138

Optus has also sought to locate the base station significantly set back from the main road so as to shield the ground level infrastructure and lower portions of the tower when viewed from the local road network.

### 3.1.2 Assessment of Alternative Candidate Sites

Carriers and mobile phone network operators have an obligation under the Industry Deployment Code to utilise and upgrade existing infrastructure as opposed to developing new sites. However, in this instance this was unachievable due to numerous constraints and the required decommissioning of the existing facility.

Following the identification of the search area based on the necessary coverage objectives, several candidate sites were examined. Each candidate was assessed by technical specialists based on the ability to meet the coverage objectives and other considerations as outlined below.

Table 1 – Discipline Considerations

Technical Discipline	Primary Consideration
Property	the ability to secure land tenure, and the timing and terms of any subsequent agreement
Design and Construction	construction costs, ease of access for construction and maintenance activities, the availability of power, and access to the fibre network
Town Planning and Environment	social, environmental and heritage considerations, and the ability and timing to obtain regulatory approvals
Radio Frequency (RF) Design	the ability to meet coverage objectives and the overall business case

### 3.1.3 Colocation Opportunities

In the first instance, Optus seeks to co-locate on existing infrastructure available within the search area. A search of the Radio Frequency National Site Archive (RFNSA) indicating the co-location opportunities existing in the Cooljarloo area is provided in Figure 1.





Figure 1 nearby existing telecommunications facilities (Google Earth)

The proposed facility to which this development application relates is identified as site number P0679.

The nearest existing facilities and their distance from the proposed site are as follows:

- Telstra, 30m Steel Guyed Mast, 12051 Brand Highway, Cooljarloo WA 6507, Directly adjacent to proposed site.

Further upgrades of the above site will not achieve the desired coverage objectives due to the height and loading of the tower not supporting the technology required to facilitate the objective coverage.

### 3.1.4 Candidates Considered

As no suitable co-location opportunities have been identified ATN have undertaken a review of potential new mobile phone base station candidates in the area.

The two (2) potential sites were identified through a desk based assessment and a detailed assessment was undertaken. A summary of decision is summarised in table 1 below.

Table 2 Greenfield Candidates and summary of discounts

Candidate	Site Details	Facility Type	Description and comments
A	RFNSA No.6507003, Off the Brand Highway, Cooljarloo WA 6507	Telstra Facility	Telstra facility with 30m steel guyed mast. Height too low to achieve Optus coverage objectives.
B	12051 Brand Highway, Cooljarloo, WA 6507	<b>GF 40m Subject site</b>	Rural Zone on a mine site with a willing landowner. Site is removed from any sensitive land uses and not within a visually sensitive landscape.

The selected location at candidate B displayed below in Figure 2 meets ATN's deployment objectives whilst satisfying construction feasibility, town planning considerations including, environmental impacts, visual amenity, as well as engineering requirements.



Figure 2 Candidate B, Proposed location (Source: Google Earth)



## 4.1 Site Overview

The subject site is situated within the Tronox Mine Site at 12051 Brand Highway, Cooljarloo WA 6507. The area is largely rural, with large sections used for mining purposes. The Non-mining land is typically undeveloped with groups of untouched vegetation. The legal description of the subject land is Lot 3 on plan DP408189. The GPS coordinates of the proposed facility are: -30.65041 | 115.45522.

The location and context of the proposed location (B) is demonstrated in Figure 3 below:



Figure 3 Site location and context (Source: Google Earth)

## 4.2 Site Context

The proposed location is approximately 30km east of the Indian Ocean coastline. 1km West of the Brand Hwy, between Cataby and Badgingarra in the locality known as Cooljarloo, WA 6507.

The site is located in the South-West corner of the staff and visitors carpark to the East of the administration centre at the Tronox Ltd Mine Site. There are no residences or sensitive uses located within the effected area or line of site.

The nearest intersection of the mine access road and Brand Hwy is located 1km to the East of the chosen site. The proposed ground level infrastructure will be screened by existing vegetation when viewed from the main road.



Figure 4 Local Context



Figure 5 Broad Context





Figure 6 View facing West toward proposed site



Figure 7 View facing West towards site (Telstra tower behind)

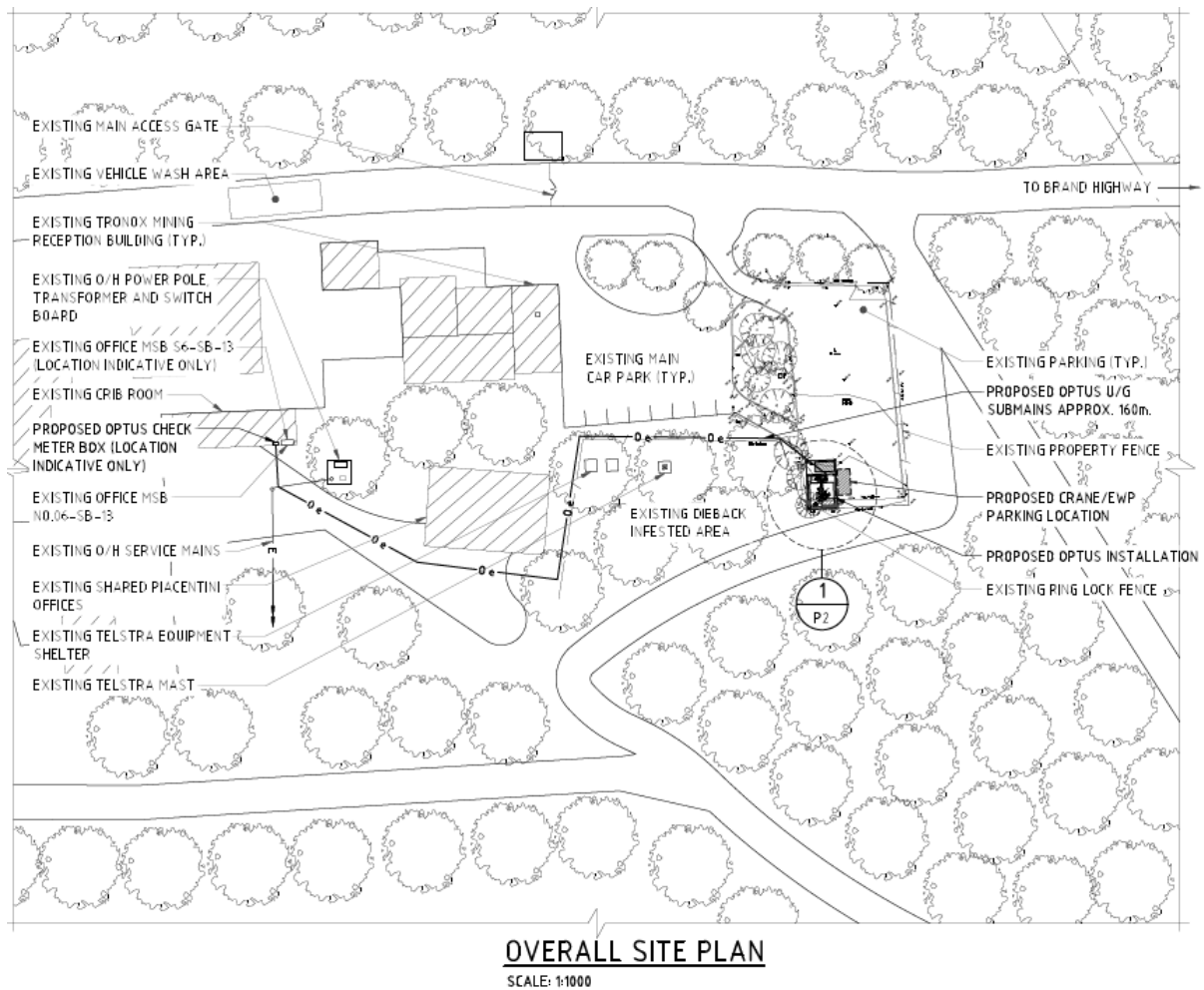


Figure 8 Site plan – Existing/Proposed

The proposed telecommunications facility will comprise the following:

- The installation of a new 40M high monopole
- The installation of a new triangular headframe to monopole.
- The installation of three (3) off CommScope RV4-65D-R6-EC panel antennas with dimensions 2688mm (H) 498mm (D) 197mm (W)
- The installation of seven (7) off new Optus RRUs and the reservations of five (5) future RRUs ; and
- The installation of ancillary equipment including new mounts, cabling, hybrids, feeders, and other associated equipment
- The installation of strap mount to new monopole
- The installation of one (1) off CommScope VHLPX4-7W parabolic antenna with diameter 1200mm
- The installation of one (1) off new Optus ODU connected to parabolic antenna and one (1) off feeder
- Security chain-mesh fencing

Allowance has been made for future Optus antennas and remote radio units. The slimline monopole design minimises the visual impact and can accommodate panel, omni and yagi (directional) antennas as well as and parabolic dishes. The monopole will be of steel construction and can be painted if requested by Council. Optus vehicular access typically by sedans/SUV vehicles will be infrequent (2-6 times per year) from Brand Highway.

No external flood lighting or navigation lighting is proposed. There is no legislative requirement for obstacles located away from aerodromes to be fitted with navigation lighting. The height above ground level for which structures must be reported to the Civil Aviation Safety Authority and may be fitted with lighting is 110m. Ventia will; however, advise Airservices Australia of the height and location of the tower so they can update their database of tall structures which is made available to aviation operators.

A diagram of the proposed telecommunications facility is displayed below in Figure 9. Preliminary drawings are available in Appendix A.

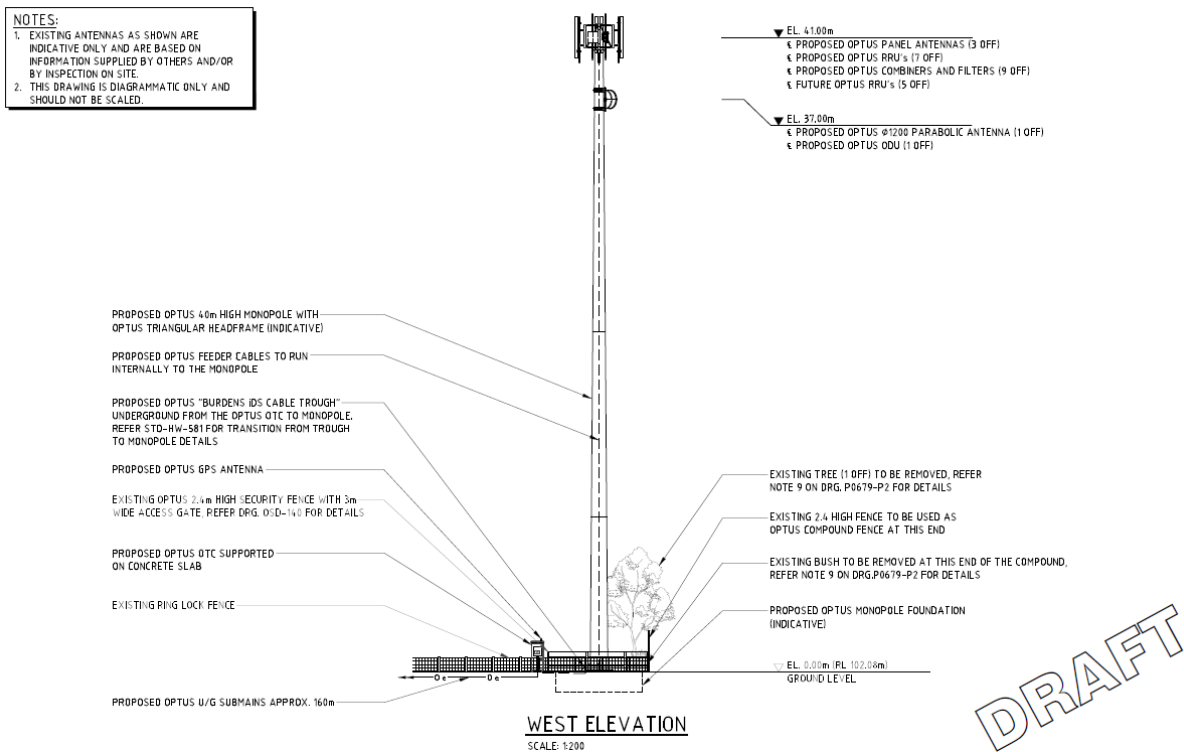


Figure 2 Proposed facility elevation

## 5.1 Site Access

Access to the proposed facility will be undertaken via the mine entry road along Brand Highway. As this access road already exists, no further works are required and no vegetation will need to be removed for site access.

This route enables direct access to the proposed site location which will reduce any disruptions to traffic flow for construction vehicles during the build phase and any future required maintenance.



## 5.2 Environmental Commitment

Optus is committed to delivering continuous improvements in their environmental performance. Further details pertaining to Optus's sustainability commitment and approach is available at <https://www.optus.com.au/about/sustainability>

The sustainability pages identify key environmental issues on pollution, waste, recycling, community involvement and conducting all matters of business in an environmentally sound and responsible manner.

Optus have established many internal processes to support our environmental objectives and we are continually increasing awareness with staff newsletters, internal updates and information sessions. Training is provided to all relevant employees to ensure they have knowledge of regulatory requirements, internal standards and Optus' policies and procedures. Energy efficiency is encouraged through workshops with engineering, IT, procurement, operations, facilities management, and corporate and environmental staff.

## 5.3 Construction and Noise

The development and construction of a mobile phone base station primarily consists of the following processes:

- Remediation – ensuring that the land is suitable for construction. This is inclusive of confirming existing structural assessments and the provisioning of cabling;
- Installation of new equipment – reflective of the scope of works outlined within this Development Application; and
- Network Integration – Ensuring that the mobile phone base station can connect with both end users and other sites within the Optus network.

Noise and vibration emissions associated with the construction and commissioning phase is expected to be limited to ten (10) weeks.

Noise generated during the construction phase will accord with the standards outlined in the Department of Water and Environment Regulation (DWER) *Environmental Protection (Noise) Regulations 1997*. Construction works are planned only to occur between the hours of 7.00am and 6.00pm.

During construction works, a truck would be used to deliver equipment to the site and a small crane used to lift most of the equipment into place. The crane and truck would need to be parked at the site for approximately two days. Traffic management and relevant approvals will be obtained during/for construction as necessary, though impacts are considered insignificant.

During construction, there would be a maximum of ten (10) private vehicle trips per day associated with construction crew assembling the equipment. Sufficient parking is available in the vicinity for construction vehicles.

## 5.4 Utilities

The proposed facility will be connected to the greater Optus network via Parabolic antenna connected to another nearby facility.

The unmanned facility does not require access to water or sewer infrastructure. The proposal will not alter stormwater runoff from the site, given the very minimal impermeable ground surface area created by the installation.

Optus understands that some people have genuine concerns about the levels of electromagnetic fields (EMF) that the proposed facility will emit and is committed to addressing those concerns responsibly. EMF is sometimes known as electromagnetic radiation (EMR) or electromagnetic energy (EME). Often, there is a misconception regarding the perceived health risks surrounding mobile phone base stations and EME.

Electromagnetic fields are present everywhere in our environment – the earth, sun and ionosphere are all natural sources of EMF. Optus and Ventia rely on the expert advice of international and national health authorities including the World Health Organization (WHO) and the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) for overall assessments of health and safety impacts. The International Commission on Non-Ionizing Radiation Protection (ICNIRP) has issued guidelines on levels of allowable public exposure to Radio Frequency (RF) fields, including guidelines on RF from mobile phones and base stations, which Optus adheres to. These guidelines have a large safety margin built into them.

EME is non-ionising radiation, meaning that it has insufficient energy to break chemical bonds or remove electrons (ionisation). In contrast, ionising radiation (such as X-rays) can remove electrons from atoms and molecules leading to damage in biological tissue (Source: ARPANSA).

In addition, further information is available at: EMF Explained Series [www.emfexplained.info](http://www.emfexplained.info).

It is Optus's obligation to comply with the mandated standard (RPS-1) for EMF set by ARPANSA, which is based on the safety guidelines recommended by the WHO. The safety standard works by limiting the network signal to a level which will protect all people, in all environments, 24 hours a day.

To demonstrate compliance with the safety standard, an Environmental EME Report is available in Appendix B – Environmental EME Report or via the RFNSA website [www.rfnsa.com.au](http://www.rfnsa.com.au) (Site Number 6507003).

The EME Report predicts the maximum signal strength from the proposed facility at 1.5m above ground level is well within the allowable limit. This is typical of Optus's responsible approach to network performance and environmental compliance.

Furthermore, the ARPANSA Fact sheet "Mobile Base Stations and Health" March 2015 states "Health authorities around the world, including ARPANSA and the WHO have examined the scientific evidence regarding possible health effects from base stations. Current research indicates that there are no established health effects from the low exposure to the RF EME exposure from mobile phone base station antennas."

Optus undertakes further measures when designing the facility, to minimise the EME exposure to the general public, by installing the facility in accordance with the Australian Mobile Telecommunications Association (AMTA) Radio frequency (RF) Safety Compliance Program – Base Station Design Guidelines Engineering for Access Control to minimise EME.

Other preventative measures also include:

- Power Control network feature that automatically adjusts the power of the network transmission based on consumer demand.
- Varying the facility's transmit power to the minimal required level in order to save electricity and lower RF emissions from the facility.

Further information about EMF can be obtained from:

- Commonwealth Department of Health (ARPANSA): [www.arpansa.gov.au](http://www.arpansa.gov.au)



- Australian Communications and Media Authority (ACMA): [www.acma.gov.au](http://www.acma.gov.au)
- World Health Organisation (WHO): [www.who.int/en/](http://www.who.int/en/)

The following is an assessment of the potential development impacts arising from the construction and ongoing operation of the proposed facility. The assessment is inclusive of issues relating to visual impact, environmental impacts, heritage impacts and social and economic benefits of improved mobile phone coverage.

As part of the site selection process, a desktop assessment that relied upon the State Land Information Platform (SLIP) datasets available through Landgate was undertaken. This exercise did not identify any significant environmental or heritage constraints on the proposed site.

Refer to **Appendix E** – Environmental Searches.

## 7.1 Visual Impact Assessment

It is best practice to undertake a 'visual impact assessment', prepared in accordance with 'Visual Landscape Planning in Western Australia', to demonstrate to the satisfaction of the local government that the proposal satisfies Shire of Dandaragans LPS No.7. The Manual provides broad guidelines that should be read in conjunction with those specifically drafted for telecommunications infrastructure (SPP 5.2).

Part 1 of the Manual 'Introduction' addresses the planning context, distinguishes between visual landscape evaluation (plan making) and visual impact assessment (development assessment), and outlines the scope of the Manual.

Part 2 of the Manual 'Visual Landscape Planning Methods' includes processes for use by those decision makers who are responsible for recommending acceptance or otherwise of specific development proposals (i.e. visual impact assessment).

Part 3 of the Manual 'Guidelines for Location, Siting and Design' provides guidance for utility towers, including telecommunications towers. This guidance assists in ensuring proposals reduce their potential impact on visual landscape character.

Discussions were undertaken with the Department of Planning Project Managers responsible for the production and implementation of the Manual to affirm the intent of the Manual specific to telecommunications. These discussions also concentrated on appropriate design responses to minimise visual impact in urban and coastal environments. Subsequent to this understanding this Visual Landscape Assessment, utilising the Manual, has been prepared on the premise that minimising the impact on the area aesthetic where possible. It was noted by the DoP staff that the Manual is not State Policy rather it provides guidelines applicable to development on private land to assist in the protection of significant landscapes.

The Manual refers to three broad, basic visual character objectives:

1. protection and maintenance of visual landscape character;
2. restoration and enhancement of degraded visual landscape character, or opportunities for enhancement; and for other areas
3. the broad objective is to undertake a combination of protection and enhancement where appropriate, and elsewhere to undertake best practice siting and design.

We consider that as the proposed site is within the confines of a mining area, the visual character objectives are aimed more towards preserving the natural character and aesthetic

of the area. The development will be clustered with an existing Telstra facility as well as a power sub-station in relative proximity to the site.

The Rural Planning Policy (SPP 2.5, 2016) identifies that rural land uses are to be compatible with rural character and natural amenity in rural zones. The proposed development is well suited to the character of use that is already in and is not within view of any residences or sensitive uses. As for the environment, the most notable scenic route within the area is the Indian Ocean Drive which is just under 40km away and therefore will have no impact, no other significant lookouts have been identified and the construction will have very little impact to the existing natural amenity.

The Manual provides for three specific visual management objectives to meet the fore-mentioned broad visual character objectives:

1. not evident: development may be hidden, screened or not visible from specified viewing locations;
2. blending: development may be evident, but generally not prominent in that it borrows from the existing landscape setting; and
3. prominent: development may be a dominant feature in the landscape, drawing attention to itself.

The Manual states that *“where the broad objective is for a landscape to be enhanced or restored, any of the three specific objectives may apply. It is more likely to be acceptable for development to be prominent in the landscape, as a new feature will enhance a landscape that is currently lacking in visual interest.”* The pragmatic broad objective for managing the visual impact of the proposed monopole is blending, because it is not feasible to screen the pole from view, nor is the proposed pole designed to be prominent in the way that an iconic building or public art may be. This is the approach that ATN has taken to proposed ground level infrastructure. Given there is no existing development restoration and enhancement strategies to make existing development blend better have not been proposed.

The term blending is also described as ‘harmonise with’, ‘compliment’ or ‘borrow from’. To ensure that a development blends with existing valued landscape character, it is necessary to identify the dominant visual components of the landscape. The local area of the site is predominantly characterised by native shrubs and trees less than 8m in height. Light colours such as zincalume® or white are often avoided to better blend with the green foliage. The external colours and finishes will consist of non-reflective and dole colours which will not be in contrast to the rural character of the locality. Antennas will be left unpainted with a factory grey finish. The equipment shelter has a concealed roof to minimise bulk and is proposed to be externally colour-treated pale eucalypt. Chain mesh security fencing has been proposed, to be less visually intrusive than solid fencing and protect the site access.

The Manual recommends that *“...remnant bush be retained wherever feasible, as it provides a strong visual reminder of an area’s original landscape character, thus forming a major component in an urban area’s current expression of character.”* The maximum extent of low heath and shrub land to be removed is limited to the minimum required for safe construction and operation of the facility.

Optus’ construction practices requires the limit of the footprint to be clearly marked/tagged and noxious weeds to be destroyed or removed.

The chosen design response for the monopole is also blending. The only alternative is a guyed mast which in contrast occupies a significantly larger area and has a greater visual impact. Obtrusive headframes, yagi antennas or other protruding infrastructure which draws one's attention skywards has been avoided. Instead, flush-mounted panel antennas have been proposed.

There is no legislative requirement for obstacles located away from aerodromes to be fitted with navigation lighting. The height above ground level for which structures must be reported to the Civil Aviation Safety Authority (CASA) and may be fitted with lighting is 110m. Aurecon will advise the RAAF Aeronautical Information Service of the height and location of the **tower** so they can update their database of tall structures which is made available to aviation operators.

## 7.2 Heritage

The facility is not located within an identified area of State Heritage significance.

Heritage searches were undertaken as part of the initial candidate identification process, with the aim of avoiding areas and sites with heritage value. A search of the Department of Aboriginal Affairs heritage database has not identified any Registered Aboriginal heritage sites in the area.

Optus's contractors are experienced with ensuring compliance with the requirements of the *Aboriginal Heritage Act 1972* and the controls contained within Section 8.3 of *Optus's Environment Handbook* specific to indigenous heritage.

Whilst no impact is anticipated as a result of the proposed development, should any item of archaeological importance be discovered during the course of construction, work would cease immediately, and all appropriate authorities notified. Work would not resume until all clearances have been received from these authorities.

## 7.3 Flora and Fauna

Within a 1km radius of the subject site there has been identified as having one listed threatened ecological community, 21 threatened species and 5 migratory species. Only relatively minor vegetation will require removal which is not expected to have an adverse effect on the local flora or fauna and will not result in significant habitat destruction.

During the construction phase, the subject site area will be fenced. Additionally, the operation of the facility or the facility itself will not impact on fauna given there are no moving parts that may otherwise cause bird strike, and the limited vehicular movements are contained to the designated road.

## 7.4 Traffic

Although some additional traffic will be generated during the construction process of the facility, this will only be a temporary impact. Mobile phone base stations are not significant generators of pedestrian or vehicular traffic. Throughout the lifecycle of the telecommunications facility, it is only required to be visited on a 2-6 times throughout the year for maintenance purposes. There is sufficient space for parking and construction on the site that their will not be adverse impacts to road users or mine operations.

## 7.5 Acid Sulphate Soils

The site is not subject to an acid sulphate soil risk area. The geotechnical report will confirm the soil conditions, it is not anticipated that acid sulphate soils are present or that the development will create issues in this regard.

Optus's contractors are experienced with ensuring compliance with the requirements of the Department of Environment Regulation *Acid Sulphate Soils Guidelines* and the controls contained within Section 9.7 of *Optus's Environment Handbook* specific to acid sulphate soils.

## 7.6 Flooding

The facility is not located on flood prone land and there are no issues in this regard.

## 7.7 Bushfire

The proposed facility does not result in unacceptable risk from bushfire to persons or property. The telecommunications facility is unmanned and remotely operated. Further to this, the facility is pre-fabricated and designed in accordance with the Building Code of Australia and Australian Standards, and is intended to serve the purpose of providing critical communications to the public and the emergency services during extreme weather events.

the subject land is identified as a bush fire prone area subject to or likely to be subject to bush fire attack, the proposed development is classified under the Building Code of Australia as Class 10b (non-habitable structures). The monopole structure is constructed with non-flammable material and the equipment shelter non-habitable and of a design routinely used in areas with a BAL of Fire Zone (FZ). As such, the development is fully compliant with *AS3959 Construction of Buildings in Bush Fire Prone Areas* and will not result in any additional fire load or risk to occupants. The compound itself will be free of vegetation forming part of an asset protection zone (APZ)

It is not the intent of State Planning Policy 3.7 Planning in Bushfire Prone Area (SPP3.7) for Class 10 (Telecommunications Infrastructure) to require a BAL or Bushfire Hazard Assessment in fire prone areas.

## 7.8 Erosion and Sediment Control

Erosion and sediment controls where necessary will be implemented prior to the commencement of any construction works and will be maintained throughout the construction phase to manage potential run off, water and air quality during construction.

The development will not induce any adverse soil erosion or siltation. Measures that are to be implemented (as deemed necessary) include:

- All construction plant, equipment and vehicles are to be properly maintained and operated so as to alleviate excessive exhaust emissions;
- All dust generating construction activities are to cease during high wind conditions, unless operations can be controlled by localised watering or other control means;
- All staff and contractors working on site to undergo site induction relating to any specific management issues;
- Topsoil shall be stripped from the construction footprint only and stockpiled separately for reuse during the reinstatement works;
- Sediment fencing to be installed around all topsoil stockpiles (as required);
- Install sediment fencing around construction activities to control runoff during works (as required);
- Install adequate sediment and erosion controls to protect any drainage lines in the vicinity of the construction works;
- All erosion controls to be routinely inspected and maintained to ensure they remain effective (i.e. remove silt build up, reinforce or re-establish controls);
- Locate all soil stockpiles away from drainage lines and outside defined flood zones to manage any onsite risks;
- Locate stockpiles so that they do not impede on natural or constructed surface drainage channels or roads; and
- Install appropriate erosion controls to manage runoff on disturbed areas as required.

## 7.9 Economic Impacts of the Proposal

Since 2007, the amount of mobile phone subscriptions has exceeded the overall population of Australia. The wider community has seen a general reliance on mobile phone networks for other uses than that of traditional voice calls.

Australia has one of the highest penetrations of “smartphone” usage in the world. A sample study by the Digital Industry Association of Australia has estimated the usage of smartphones at rate of 76% of all mobile phone users. This has seen an ongoing impact and influence as how we conduct business “on the move” – inclusive of checking emails, social networking, e-commerce and browsing the internet. Consumers have an increasing expectation that a reliable, fast and cost-effective mobile phone network can support these activities.

Furthermore, there is a general expectation in the wider community for a dependable and reliable mobile phone network. Optus have sought to ensure major improvements to their network through 24hr monitoring of network performance. Further to this, mobile phone networks form a vital “first response” tool to emergency situations – hence the importance of carriers to ensure that their infrastructure can be maintained to the highest standards.

The following section identifies the pertinent Federal, State and Local Government policies and assessment criteria. A summary of the compliance against the key objectives and relevant requirements from these documents has been provided as applicable.

## 8.1 Matters to Be Considered

The matters to be considered include those stipulated in clause 67 of the *Planning and Development (Local Planning Scheme) Regulations* (Regulations), and any pertinent State Planning Policy.

The State Administrative Tribunal, in *Puma Energy Australia and City of Cockburn* (2016] WASAT 36, found that, by virtue of s 257B(3) of the *Planning and Development Act 2005* (P&D Act), that cl 67 of the Regulations ‘Deemed Provisions’ has replaced all the equivalent provisions in local planning schemes in Western Australia based on cl 10.2 of the former Model Scheme Text.

Pursuant to s 241(1)(a) of the P&D Act due regard must be given to any State planning policy which may affect the subject matter. State Planning Policy 5.2 Telecommunications Infrastructure (September 2015) (SPP 5.2) is such a policy.

## 8.2 Planning and Development (Local Planning Scheme) Regulations

Clause 67 of the Deemed Provisions provides that in considering an application for development approval, the local government is to have due regard to a range of specified matters to the extent that, in the opinion of the local government (and the Tribunal on review), those matters are relevant to the development the subject of the application. Western Australian Planning Commission Statement of Planning Policy No 5.2 – Telecommunications Infrastructure

The State Planning Policy was released in September 2015 and has primarily sought to ensure a more consistent approach in the preparation, assessment and determination of planning decisions for telecommunications infrastructure. As such, we have ensured sufficient information as outlined in Section 6.3.1 ‘Information to be Submitted When Lodging a Development Application’ has been provided.

The State Policy now provides the direction that telecommunication infrastructure should not be prohibited in any zone in the zoning table and that, subject to guidance within a planning scheme, be designated as a permitted use in some zones. *Furthermore*, buffer zones and/or setback distances are not to be included in planning schemes or local planning policies. There is a clear direction in the State Policy to facilitate the roll out of an efficient telecommunications network unless the location and siting unreasonably affects places of cultural or environmental significance, or the visual impact on balance has not been mitigated to outweigh the community



benefit of the service it will provide the community. We contend that the location, siting and design of our proposed infrastructure has been suitably considered and is acceptable when weighed against the planning policy framework.

The proposed installation is located, sited and designed in accordance with the following Policy Measures.

Table 3 - Policy Measures SPP 5.2

<b>SPP 5.2 Policy Measures</b>	<b>Response</b>
<p>Telecommunications infrastructure should be sited and designed to minimise visual impact and whenever possible:</p> <p>a) be located where it will not be prominently visible from significant viewing locations such as scenic routes, lookouts and recreation sites;</p>	<p>Optus has taken significant steps to select a site and location that will minimise perceived negative impacts on the visual amenity of the area. The proposal is located within a car parking area at the Tronox Ltd Mine Site. The car parking area is on the Eastern side of the mine administration centre 1km to the West of Brand Hwy. The siting is ideal in terms of minimising the visual impact as it is located in a cluster with an existing Telstra Facility and power sub-station and associated power lines that are in relative proximity to the site. By situating the site here, we are able to restrict the proliferation of vertical obstacles.</p>
<p>b) be located to avoid detracting from a significant view of a heritage item or place, a landmark, a streetscape, vista or a panorama, whether viewed from public or private land;</p>	<p>The site has been selected so as not to significantly detract from the visual amenity of the region. The site is separated from the highway and can only be seen at distance from public viewpoints.</p> <p>There are no sensitive land uses such as residential dwellings in close proximity to the site.</p>
<p>c) not be located on sites where environmental, cultural heritage, social and visual landscape values maybe compromised and</p>	<p>The site is not impacted by any significant environmental, cultural heritage, social and visual landscape values. An unnamed State Reserve (WA41986) is located within 1km of the site however there will be no material change to the reserve.</p>
<p>d) display design features, including scale, materials, external colours and finishes that are sympathetic to the surrounding landscape.</p>	<p>A 40m monopole is the most visually sensitive means available to achieve the necessary height for the facility. The colours and finishes will consist of non-reflective and dole colours which will not be in contrast to</p>



	<p>the rural character of the locality. The equipment shelter will be painted Colourbond “pale eucalypt” to blend with the natural aesthetic of the area.</p>
<p>Telecommunications infrastructure should be located where it will facilitate continuous network coverage and/or improved telecommunications services to the community.</p>	<p>Optus through its strategic planning processes has identified this site as having the potential to address existing depth of coverage issues in the Cooljarloo area including the support of mining activity in the area and connection between Cooljarloo and Cataby.</p>

SPP 5.2 goes on to highlight that telecommunications infrastructure should co-located when possible and preferably within existing infrastructure corridors. In this case one (1) co-location opportunity was investigated and was deemed unsuitable in terms of structure and coverage requirements.

With respect to the above points this proposal through its siting, design and location has addressed these Policy Measures as far as practical.

## 8.2.1 Town Planning Scheme (TPS7)

In accordance with the Shire of Dandaragan Town Planning Scheme No.7:

*“means land used to accommodate any part of the infrastructure of a telecommunications network and includes any line, equipment, apparatus, tower, antenna, tunnel, duct, hole, pit or other structure used, or for use in or in connection with, a telecommunications network”*

The subject site is a local scheme Rural Zone – Bassendean Sand Special precinct Control Area shown below.

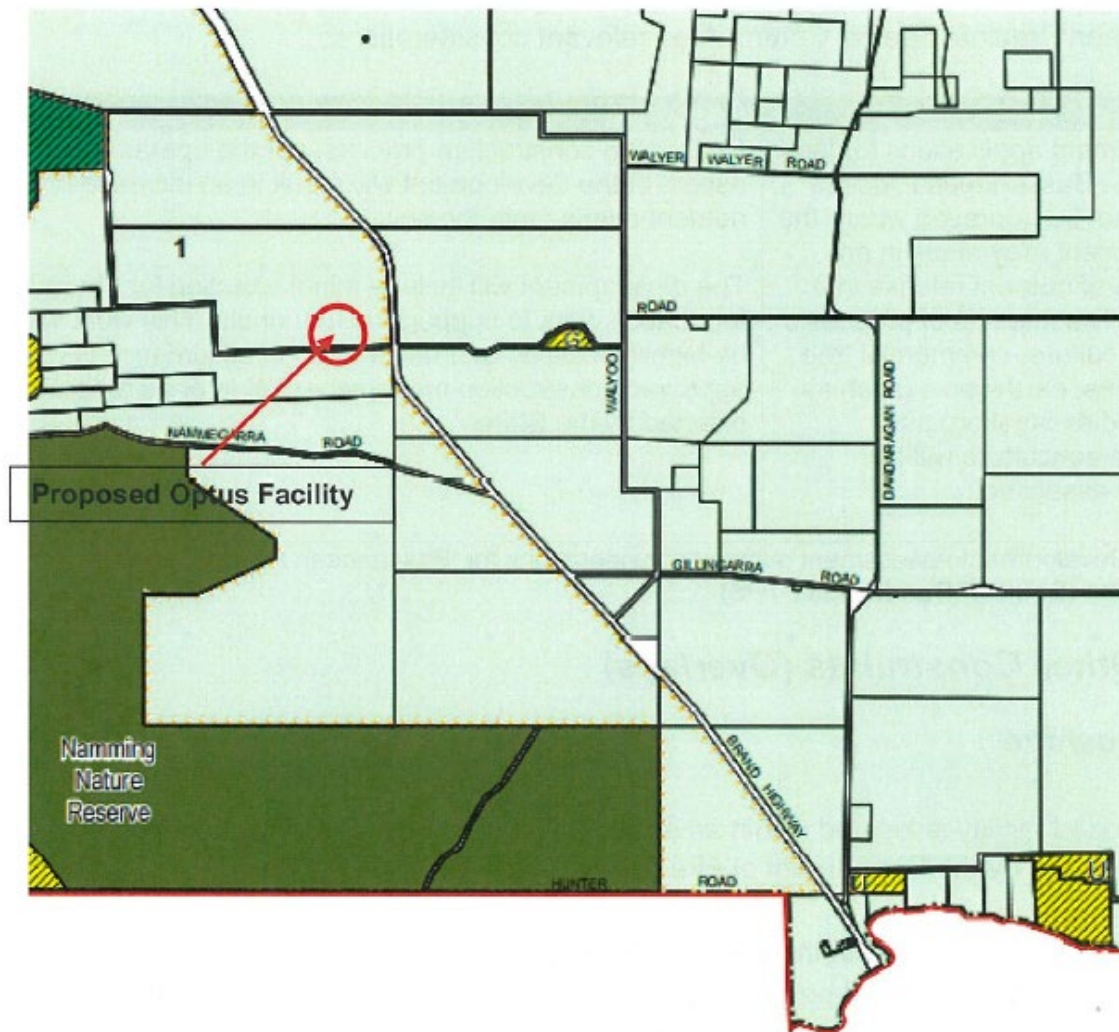


Figure 10 Town Planning Scheme Rural Zone (Shire of Dandaragan TPS)

The communications Infrastructure (or similar) is not identified in the Zoning table, therefore council is drawn to clause 3.4.2 of the scheme for the proper assessment of the proposal.

Table 4 – Objectives for “Rural Zone” (Shire of Dandaragan TPS)

Objective	Response
<p>To Provide for a range of rural activities such as broadacre and diversified farming so as to retain the rural character and amenity of the locality, in such a way as to prevent land degradation and further loss of biodiversity.</p>	<p>The development of this facility will result in the use of approximately 10m<sup>2</sup> of land for the construction process. While the zone is designated for rural use, the land is currently used as a car park for the mining operations. The loss of three car parking spaces is acceptable to Mine Management and ensures that no productive rural land is impacted by the development.</p> <p>There will be no material impact to the full attainment of the zone objectives as a result of the development</p>

Table 5 – Development relevant considerations for “Bassendean Precinct Special Control Area” (Shire of Dandaragan TPS)

Objective	Response
<p>Development applications for land within the Bassendean Precinct should not be approved where the development may result in an increase of nutrient release into the soil. The impacts of proposals for aquaculture, commercial tree plantations, earthworks (such as filling and excavation) and intensive agriculture will be carefully assessed.</p>	<p>Neither the construction process, nor the operational aspect of the development will result in an increase of nutrient release into the soil.</p> <p>The development will include minor exaction for structural foundation work to support the monopole. This work will be highly localised and undertaken in accordance with an approved construction management plan or as otherwise directed by the shire.</p>

## 9. Telecommunications Industry Regulation Overview

As a licensed telecommunications carrier, Optus must operate under the provisions of the *Telecommunications Act 1997* and the following supporting legislation:

- Telecommunications Code of Practice 1921 (Code of Practice);
- The Telecommunications (Low-impact Facilities) Determination 2018 (as amended);
- Mobile Phone Base Station Deployment Code C564:2020; and
- The Environment Protection and Biodiversity Conservation (EPBC) Act 1999

### 9.1 Commonwealth Legislation

Optus, as licensed telecommunications carriers, must operate under the provisions of the *Telecommunications Act 1997* and the Code of Practice. The *Telecommunications Act 1997* exempts carriers from the requirements of State and Territory environmental and planning legislation in certain circumstances, including where a proposed facility falls within the definition of the *Telecommunications (Low-impact Facilities) Determination 2018* (as amended).

In 1991, the Commonwealth Government initiated a major reform of the telecommunications industry in Australia. The reforms allowed limited competition until July 1997, at which time full competition was permitted. In July 1997, the *Telecommunications Act 1997* was introduced, replacing the 1991 Act. Under the *Telecommunications Act 1997*, the Government established the Code of Practice, which sets out the conditions under which a carrier must operate. Optus, as licensed telecommunications carriers, must comply with the *Telecommunications Act 1997* and the Code of Practice for all telecommunications facilities.

In particular, Section 2.11 of the Code of Practice requires carriers to ensure that the design, planning and installation of facilities are in accordance with industry ‘best practice’. In this, ‘Best Practice’ involves the carrier complying with any relevant industry code or standard that is registered by ACMA under part 6 of the *Telecommunications Act 1997*. The planning and siting of the current proposal has taken place in accordance with Section 3 (Planning and Siting) of the Australian Standard, Siting of Radiocommunications Facilities (AS 3516.2).

#### 9.1.1 Telecommunications (Low-Impact Facilities) Determination 2018

The *Telecommunications (Low-impact Facilities) Determination 2018* identifies both the type of facilities that can be “Low-impact”, and the areas in which these facilities can be installed. Importantly, this current facility is not defined as a “low impact facility” and is therefore subject to compliance with the state and local planning policy framework.

#### 9.1.2 Telecommunications Code of Practice 2021

Under the *Telecommunications Act 1997* the Government established the Code of Practice, which sets out the conditions under which a carrier must operate.

Section 2.11 of the Code of Practice sets out the design, planning and installation requirements for the carriers to ensure the installation of facilities is in accordance with industry ‘best

practice'. This is required to: "... minimise the potential degradation of the environment and the visual amenity associated with the facilities." [Section 2.11(3)] Best practice also involves the carrier complying with any relevant industry code or standard that is registered by the Australian Communications Authority (ACA) under Part 6 of the *Telecommunications Act 1997*.

### 9.1.3 Mobile Phone Base Station Deployment Code C564:2020

The Communications Alliance (CA) Code of Practice supplements the regulatory regime by extending the obligations on Carriers. The objectives of the Code of Practice are:

- a) to apply a Precautionary Approach to the deployment of radiocommunications infrastructure;
- b) to provide best practice processes for demonstrating compliance with relevant exposure limits and the protection of the public;
- c) to ensure that the exposure of the community to EMR is minimised;
- d) to ensure relevant stakeholders are informed, consulted and engaged with before mobile phone radiocommunications infrastructure is constructed;
- e) to consider the impact on the wellbeing of the community, physical or otherwise, of mobile phone radiocommunications infrastructure; and
- f) to ensure Council and community views are incorporated into the mobile phone radiocommunications infrastructure site selection.

Section 4.1 of the Code of Practice requires that a Carrier must have written procedures for site selection for radiocommunications infrastructure and to adopt a precautionary approach to the design and siting of facilities. In particular, the Code of Practice requires the following matters to be taken into account when designing and siting radiocommunications infrastructure:

- (a) reasonable service objectives of the Carrier including:
  - (i) the area the planned service must cover;
  - (ii) power levels needed to provide quality of service;
  - (iii) the amount of usage the planned service must handle;
- (b) minimisation of EMR exposure to the public;
- (c) the likelihood of an area being a community sensitive location. (Examples of sites which sometimes have been considered to be sensitive include residential areas, childcare centres, schools, aged care centres, hospitals and regional icons);
- (d) the objective of avoiding community sensitive locations;
- (e) relevant state and local government telecommunications planning policies;
- (f) the outcomes of consultation processes with Councils and communities as set out in Section 6.7 of the Code of Practice;
- (g) the heritage significance (built, cultural and natural);
- (h) the physical characteristics of the locality including elevation and terrain;

- (i) the availability of land and public utilities;
- (j) the availability of transmission to connect the radiocommunications infrastructure with the rest of the network, e.g. line of sight for microwave transmission;
- (k) the radiofrequency interference the planned service may cause to other services;
- (l) the radiofrequency interference the planned service could experience at that location from other services or sources of radio emissions;
- (m) any obligations, and opportunities, to co-locate facilities; and
- (n) cost factors.

Optus and their contractors, prior to nominating a suitable site for a proposed new facility, consider all these objectives during the site selection process.

#### **9.1.4 Environmental Protection and Biodiversity Conservation Act 1999**

The *Environment Protection and Biodiversity Conservation (EPBC) Act 1999* obliges telecommunications carriers to consider 'matters of national environmental significance'. Under this legislation, an action will require approval from the Minister of Environment if the action has or is likely to have an impact on a matter of 'national environmental significance'. According to the EPBC Act 1999, there are seven matters of national significance which must be considered.

All relevant EPBC matters have been considered. It is not anticipated that the proposal will have a significant impact on any matters of national environmental significance. Accordingly, approval from the Minister for the Australia Government Department of the Environment is not required in this instance.



## 7.0 Conclusion

Optus's network is strategically planned and co-ordinated to ensure the best possible coverage is provided with minimal need for new base stations. The proposed facility is part of ATN's strategic plan to improve mobile telecommunications in regional locations, servicing both the operations and connectivity within the area.

With the continual improvement and development of wireless technology, the demand on the mobile phone network is continually increasing. Additionally, the demand from our customers for better coverage and their expectations on where they can obtain service and the level of that service means that Optus needs to constantly monitor the coverage we are providing to our customers and find ways to improve the customer experience. A base station has a limited number of customers which it can support at any one time, therefore as the demand from both mobile phone users and wireless broadband customers increase so does the requirement to build more base stations to support this demand.

The facility will provide improved telecommunications services leading to improved convenience and safety for those involved in the mining operations as well as users of Brand Hwy and nearby arterial roads. ATN has applied the Precautionary Approach in the selection and design of the proposed site in accordance with Sections 4.1 and 4.2 of the Communications Alliance Industry Code C564:2020 for Mobile Phone Base Station Deployment. In addition, upgrading of existing base station sites were ruled out given their physical distance from the area for which additional depth of coverage will be provided.

All base station candidate sites are scored for their suitability against town environmental/conservation/heritage criteria in addition to coverage objectives, land tenure (the ability to secure a lease) and construction costs. As such, development approval is being sought which will not require the removal or destruction of significant vegetation, not result in significant soil disturbance, not impact on culturally significant land, and allow for a degree of separation to existing and future activity within the area. The monopole is also sufficiently set back from Brand Hwy as to not affect the view and natural amenity of the area. Additionally the monopole structure was chosen in response to the need to provide sufficient elevation to antennas whilst respecting the structural engineering requirements and need to minimise visual impact and bulk. Furthermore, the monopole will ensure additional fixing points are available for future Optus upgrades and emergency services organisations and, if desired, additional antennae and equipment for multiple telecommunication carriers.

The base station has drawn upon recognised blending techniques prescribed by Visual Landscape Planning in Western Australia – a manual for evaluation, assessment, siting and design for prominent development including pale eucalypt colour treating for the equipment shelter and use of permeable fencing, and maintaining a galvanised steel finish for the lattice tower to blend against lighter backgrounds.

Infrequent vehicular access will be provided from Mine Road connecting to Brand Highway which will allow service vehicles to access the site without disruption.

The installation will comply with the ACMA regulatory arrangements with respect to electromagnetic radiation (EMR) exposure levels.

Overall, the proposal is considered an acceptable development for the site which will benefit the local community significantly by providing enhanced communication for both personal and

commercial usage. Through ATN's proposal, this facility will enable carriers and potentially emergency services organisations to provide their services to the locality.

Respectfully, Council is requested to grant Approval to Commence Development subject to any reasonable and relevant conditions of consent in accordance with the provisions of the Shire of Dandaragan LPS7 in light of the justification provided above.

Please direct any queries relating to this application to Joe Bennett on 0476 977 761 or at [Joe.Bennett@Ventia.com](mailto:Joe.Bennett@Ventia.com)



# Appendix A – Design Drawings

# Appendix B – Environmental EME Report

## Appendix C – Property Title/Lease

## Appendix D – Environmental Searches



DATE OF ISSUE	09.05.18	22.10.22																		
DRAWING PACKAGE VERSION	1	2																		

**GENERAL**

P0679-G1	SITE SPECIFICATIONS	A	B																	
P0679-G2	OVERALL SITE PLAN	A	B																	
P0679-G3	SITE LAYOUT AND SETOUT PLAN	A	B																	
P0679-G4	SITE ELEVATION	A	B																	

**ANTENNAS & TRANSMISSION**

P0679-A1	PANEL ANTENNA SYSTEM CONFIGURATION	A	B																	
P0679-A2	RF PLUMBING DIAGRAM	A	B																	
P0679-T1	SITE TRANSMISSION DETAILS	A	B																	

**STRUCTURAL**

P0679-S1	VENTIA OPTUS VERTIV ODU PLINTH & CABLE THROUGH DETAILS	-	A																	
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**ELECTRICAL**

P0679-E1	ELECTRICAL SPECIFICATIONS	A	B																	
P0679-E2	SINGLE LINE DIAGRAM	A	B																	

**OUTDOOR UNITS**

P0679-F1	OTC LAYOUT PLAN	A	B																	
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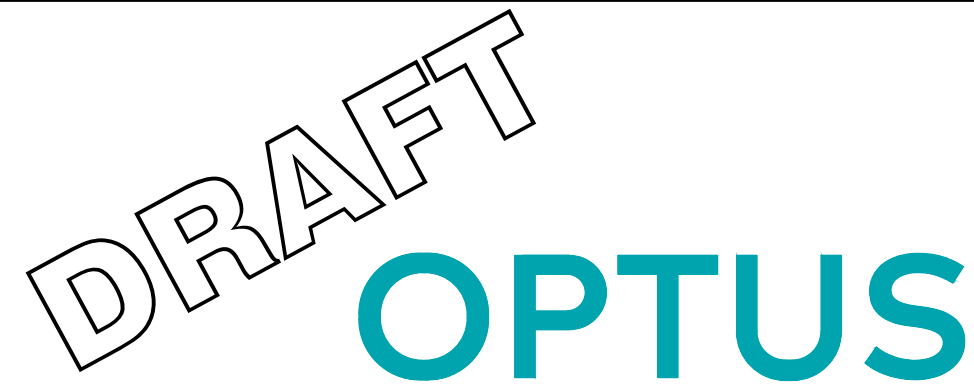
**EME EXCLUSION ZONES**

**LEASE / LICENCE**

16297-01	FEATURE SURVEY	0	0																	
16297-02	LEASE PLAN	0	0																	

**DISTRIBUTION**

OPTUS	THINH NGUYEN	1	1																	
VENTIA	MARIA ENGELBRECHT	-	1																	



# OPTUS SITE - P0679

## COOLJARLOO

OFF THE BRAND HIGHWAY

COOLJARLOO WA 6507

**DRAWING CHECK**

CHECKER	INITIALS	✓	DATE
Project Engineer		<input type="checkbox"/>	
Design Engineer		<input type="checkbox"/>	
Structural Engineer		<input type="checkbox"/>	
Drafting Check		<input type="checkbox"/>	
Property		<input type="checkbox"/>	
Planning		<input type="checkbox"/>	
EME		<input type="checkbox"/>	
Build		<input type="checkbox"/>	

# OPTUS REGIONAL GREENFIELD

OPTUS WORK AUTHORITY N° 560684



Level 8, 80 Pacific Hwy, North Sydney, NSW 2060  
www.ventia.com

**FOR CONSTRUCTION**

Drawing No.  
**P0679 - 00**

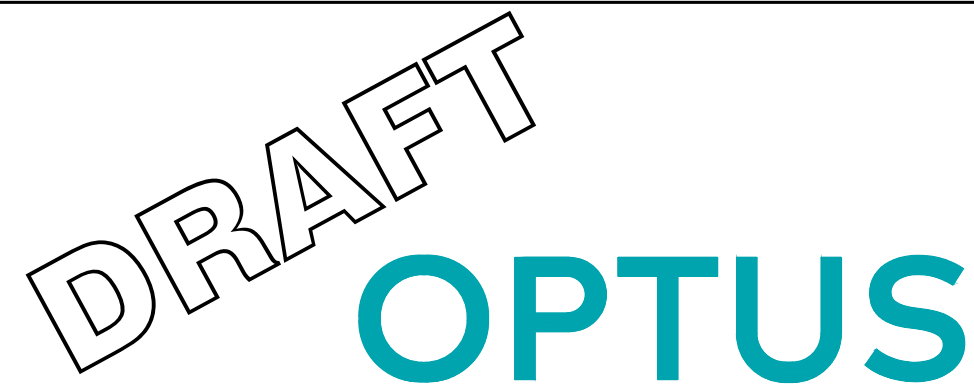
	09.05.18	22.10.22																		
DATE OF ISSUE																				
DRAWING PACKAGE VERSION	1	2																		

**REFERENCE DOCUMENTS**

OSD-010	OPTUS CONSTRUCTION SPECIFICATION	13	-																	
OSD-020	OPTUS EARTHING SPECIFICATION	12	-																	
OSD-100	STANDARD CONSTRUCTION NOTES	B	-																	
OSD-131	TYPICAL GROUND SITE LAYOUT & SETOUT PLAN - MONOPOLE PAD FOOTING OPTION	E	-																	
OSD-140	SITE BOUNDARY FENCE & GATE DETAILS	B	-																	
OSD-170	SITE SIGNAGE TYPICAL GROUND SITE	B	-																	
OSD-191	OPTUS EME SAFETY SIGNAGE REQUIREMENTS	A	-																	
OSD-712	SITE EARTHING DETAILS (STEEL MONOPOLE)	A	-																	
OSD-713	OUTDOOR CABINET GENERAL EARTHING DETAILS	A	-																	
OSD-750	TYPICAL GROUND SITE EARTHING DETAILS SHEET 1	B	-																	
OSD-760	TYPICAL GROUND SITE EARTHING DETAILS SHEET 2	B	-																	
OSD-830	EARTH BAR DETAILS	B	-																	
OSD-831	SINGLE POINT EARTH BAR DETAILS	A	-																	
RJ13767-1-1	40.0m MONOPOLE-COOLJARLOO P0679 GENERAL ARRANGEMENT	-	0																	
RJ13767-2-BG1	MONOPOLE BASE PLATE GROUTING	-	0																	
RJ13767-2-CB3	STANDARD CIRCULAR HEADFRAME	-	0																	
RJ13767-2-FAB1	ROAM STANDARD STEELWORK SPECIFICATION NOTES GALVANISHED STEELWORK	-	0																	
RJ13767-2-MW2	37.0m LEVEL PARABOLIC ANTENNA MOUNT	-	1																	
RJ13767-3-1-S1	40.0m MONOPOLE-COOLJARLOO P0679 SCREW PILES & CAP FOUNDATION SHEET 1 OF 2	-	0																	
RJ13767-3-1-S2	40.0m MONOPOLE-COOLJARLOO P0679 SCREW PILES & CAP FOUNDATION SHEET 2 OF 2	-	0																	
RJ13767-3-FC1	ROAM STANDARD FOUNDATION NOTES SHEET 1 OF 1	-	0																	
RJ13767-CER-1	ROAM STRUCTURAL DESIGN CERTIFICATE	-	2																	
RJ13767-SID-1	ROAM SAFETY IN DESIGN REPORT	-	0																	

**DISTRIBUTION**

OPTUS	THINH NGUYEN	1	1																	
VENTIA	MARIA ENGELBRECHT	-	1																	



**OPTUS SITE - P0679**

**COOLJARLOO**

**OFF THE BRAND HIGHWAY**

**COOLJARLOO WA 6507**

**OPTUS REGIONAL GREENFIELD**

OPTUS WORK AUTHORITY N° 560684



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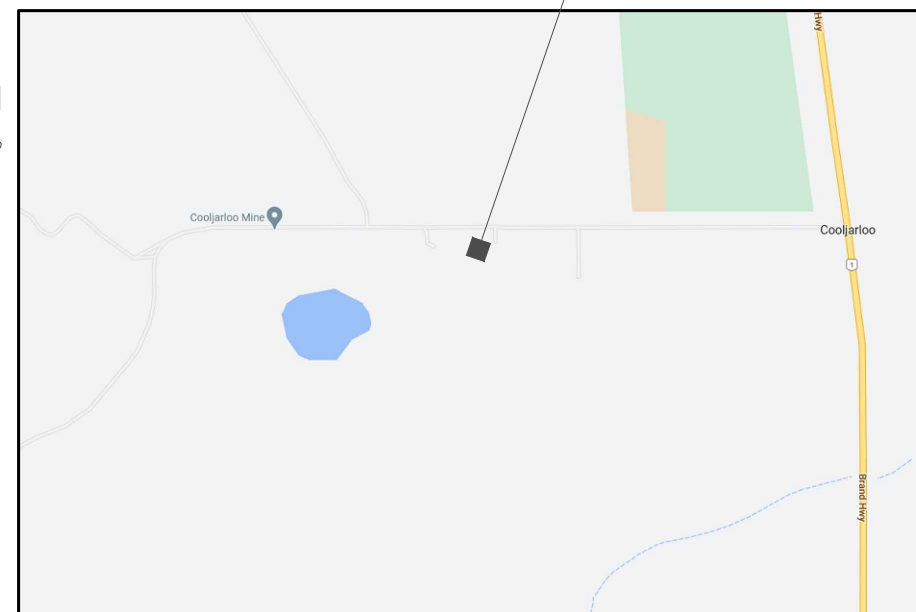
**FOR CONSTRUCTION**

Drawing No.  
**P0679 - 01**

## SITE ADDRESS

OFF THE BRAND HIGHWAY  
COOLJARLOO WA 6507

**OPTUS SITE P0679**  
(RFNSA No. 6507003)



SITE LOCATION DATA	
SOURCE: SURVEY/RFNSA	
DATUM: MGA (GDA94)	ZONE: 50
REF LOCATION: 6 MONOPOLE	
EASTING	351 921
NORTHING	6 608 124
LATITUDE	-30.65039°
LONGITUDE	115.45458°
WGS84 DATUM (USED BY GOOGLE EARTH® AND GPS DEVICES) CAN BE CONSIDERED SAME AS GDA94 (SOURCE: "GEOCENTRIC DATUM OF AUSTRALIA TECHNICAL MANUAL" VERSION 2.3)	

TOPOGRAPHIC MAP ... COPYRIGHT © GOOGLE MAPS

## NEW OPTUS MONOPOLE

1. NEW OPTUS ROAM 40m HIGH MONOPOLE. REFER TO ROAM DRG. RJ13767-1-1 REV 0 DATED 30/09/2022 FOR DETAILS.
2. ANTENNA MAINTENANCE ACCESS VIA EWP BY QUALIFIED RIGGER PERSONNEL ONLY.
3. FEEDER CABLE SUPPORTS DESIGNED IN ACCORDANCE WITH OPTUS TOWER SPECIFICATION (OSD-030).
4. REFER TO GOLDER ASSOCIATES'S GEOTECHNICAL INVESTIGATION REPORT 1521003-031-L-REV 0 FOR SUBSOIL CONDITIONS.
5. CORROSION RATING - MEDIUM (C3)
6. BLACK SOIL AREA - N
7. ICE AND SNOW AREA - N

## 2-BAY OUTDOOR UNITS

1. NEW OPTUS VERTIV (4-BAY, FUTURE 2.5 BAY), COLOURED COLORBOND "SURFMIST".

### OUTDOOR UNITS DESIGN CRITERIA

WIND REGION	DESIGN WIND SPEED	FIRE PROTECTION REQUIREMENT	ELEVATED OUTDOOR UNITS LEVEL (ABOVE 1:100 FLOOD LEVEL INCL. FREEBOARD)
A1	4.100m/s	N/A	N/A

## TRANSMISSION

THIS SITE SHALL BE LINKED TO THE NETWORK VIA RADIO IN ACCORDANCE WITH DRAWING P0679-T1. FOR RADIO LINKS, WORKS AT THE LINK SITE SHALL BE CARRIED OUT IN ACCORDANCE WITH LINK SITE'S TRANSMISSION DRAWINGS, ISSUED SEPARATELY.

## CONSTRUCTION SITE ACCESS

1. ACCESS OFF BRAND HWY, THEN EXISTING SEALED ROAD TO TRONOX MINING COMPLEX. SITE LOCATED AT TRONOX MINE SITE STAFF AND VISITOR CAR PARK.
2. DIABACK QUARANTINE AREA ON THE PROPERTY, THEREFORE CARE MUST BE TAKEN WHEN EXCAVATING AROUND THE QUARANTINE AREA.
3. OPTUS CONTRACTORS MUST WASH VEHICLES AT WASHROOM AREA UPON ENTRY AND EXIT TO THE SITE
4. TO MINIMISE THE RISK OF CONTAMINATION, WHEN INSTALLING THE ELECTRICAL CABLES, PLEASE ENSURE THAT EXCAVATION WORKS COMMENCE FROM THE MSB END
5. THE CONTACT DURING THE CONSTRUCTION ACCESS WILL BE MINING LEADER, DENNIS HUNT AND MINING CONTRACT SUPERVISOR, MARK HARBINSON. PLEASE ASK FOR THESE TWO PERSONALS THROUGH RECEPTION 9690 9200
6. THE CONTACT FOR REGULAR MAINTENANCE ACCESS WILL BE RECEPTION ON 9690 9200 WHO WILL THEN DIRECT THE CALL AS APPROPRIATE.

## EXISTING SITE HAZARDS

1. MANUAL HANDLING
2. WORKING AT HEIGHTS
3. SLIP, TRIP AND FALLS
4. ELECTRICAL HAZARDS
5. WEATHER / LIGHTNING
6. SUN EXPOSURE
7. WILDLIFE / INSECTS

## WHS SAFETY IN DESIGN RISK ASSESSMENT

ALL HAZARDS ASSOCIATED WITH THE DESIGN OF THE PROPOSED WORKS AS WELL AS ANY EXISTING OR LEGACY DOCUMENTATION "OM38346 - MRD WHS SAFETY IN DESIGN RISK ASSESSMENT MATRIX

## SITE SIGNAGE

1. SITE SIGNAGE SHALL BE IN ACCORDANCE WITH OSD-170 (GROUND SITE) AND OSD-191 (EME SIGNAGE).

## EME EXCLUSION ZONES

1. REFER TO RADIO COMMUNICATIONS SITE MANAGEMENT BOOK (RCSMB) FOR LATEST EME EXCLUSION ZONES FOR EXISTING AND NEW ANTENNAS AT THIS SITE.

## ELECTRICAL INSTALLATION

REFER TO SITE POWER DETAILS DRAWING P0679-E1 & E2.

## SITE EARTHING

REFER TO EARTHING DETAILS TO DRAWING P0679-E1.

**DRAFT**

Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver
B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME
A	09.05.18	ISSUED FOR CONSTRUCTION	CATALYST	MIA	CH	BW	ML



Level 8, 80 Pacific Hwy, North Sydney, NSW 2060  
www.ventia.com



Client:  
**OPTUS**

Project:  
MOBILE NETWORK AUSTRALIA  
SITE No:- P0679  
COOLJARLOO  
OFF THE BRAND HIGHWAY

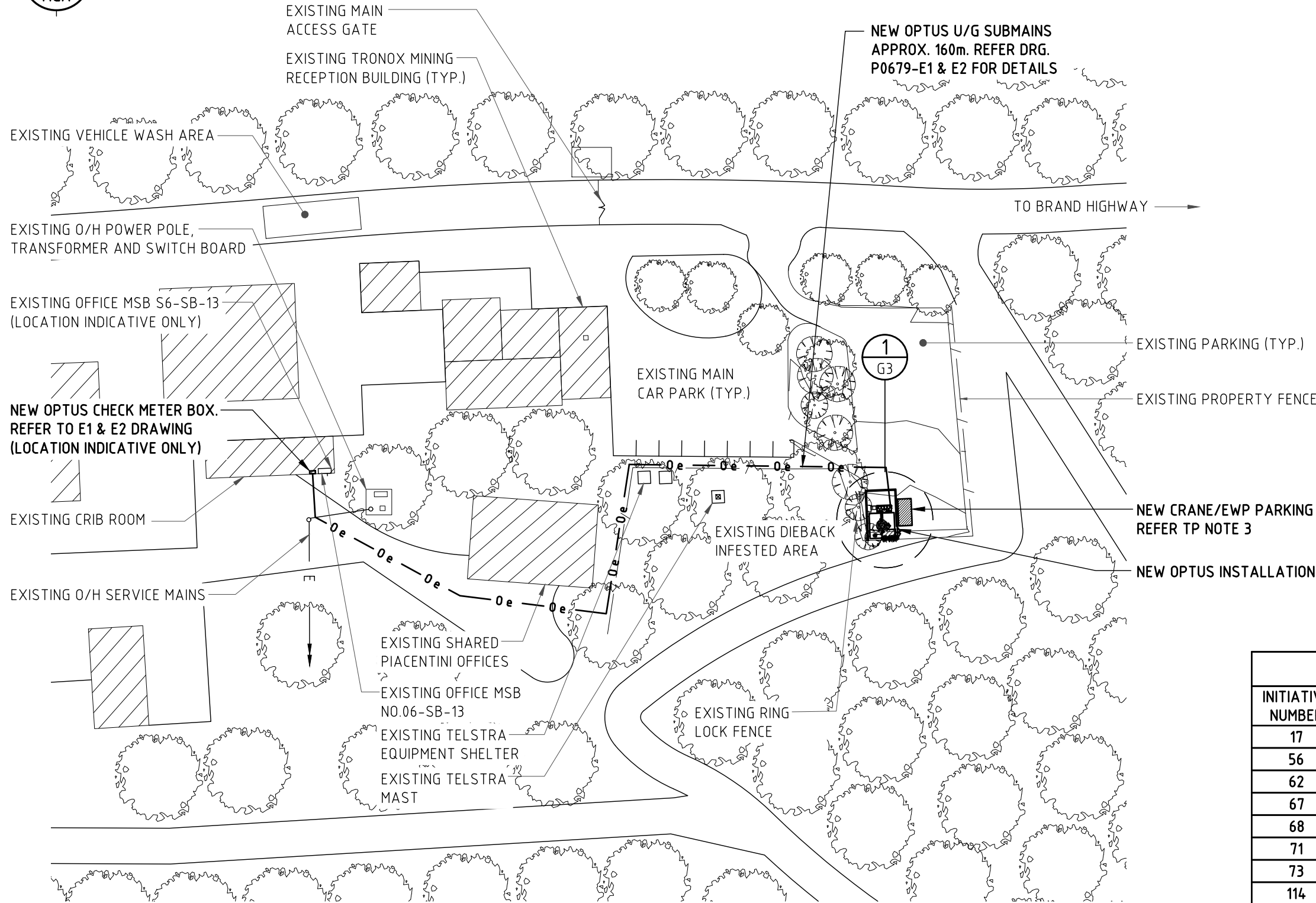
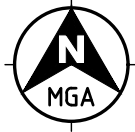
Drawing Title:  
**SITE SPECIFICATIONS**

Drawing Status:  
**FOR CONSTRUCTION**

Drawing No.  
**P0679-G1**

Revision  
**B**





**NOTES:**

1. ALL INFORMATION TO BE CHECKED ON SITE PRIOR TO FABRICATION AND CONSTRUCTION.
2. DRAWINGS BASED ON INFORMATION PROVIDED BY OTHERS.
3. CONSTRUCTION CONTRACTOR TO CONFIRM SUITABILITY OF NEW EWP SET-UP/PARKING LOCATION ON SITE PRIOR TO WORK COMMENCING.
4. SERVICES INFORMATION CONTAINED ON THIS DRAWING IS INDICATIVE ONLY AND REFERENCE SHOULD BE MADE TO THE AUTHORITIES DRAWINGS TO CONFIRM ACCURACY AND COMPLETENESS. WHERE INFORMATION IS AVAILABLE, THE SUB-SURFACE SERVICES INSTALLED BY AGENTS OTHER THAN AUTHORITIES HAVE BEEN SHOWN, BUT ADDITIONAL UNDOCUMENTED SERVICES MAY BE PRESENT. SHOULD THE CONTRACTOR BELIEVE THAT SUB-SURFACE SERVICES ARE AT RISK OF DAMAGE DURING CONSTRUCTION, THE CONTRACTOR SHOULD NOTIFY THE RELEVANT AUTHORITIES AND ESTABLISH THE EXACT LOCATION OF THE SERVICES.
5. REMOVE ALL TALL GRASS / WEEDS WITHIN THE COMPOUND TO MINIMISE SNAKE ACTIVITY.

**LEGEND**

- / — / — FENCE LINE
- 0 e — 0 e — OPTUS U/G ELECTRICAL
- E — O/H POWER SUPPLY

DRAFT

IDAHO IMPLEMENTATION CHECK BOX		
INITIATIVE NUMBER	INITIATIVE DESCRIPTION	APPLIED (Y/N)
17	TOWER DESPEC	Y
56	POWER AND FIBRE TOGETHER IN TRENCH	N
62	REMOVE 'LAD-SAF' AND STEP-PEGS	Y
67	EARTH GRID	Y
68	RECYCLE CONCRETE COMPOUND COVER	Y
71	SHELTER TO OTC	Y
73	COMPOUND SIZE REDUCTION	Y
114	NON-TRAFFICABLE HEADFRAME	Y
121	4T4R	Y
125	COMPOUND FENCE REMOVAL	N
144	TOWER FOUNDATION SELECTION	Y
145	MHA EARTHING	Y

**OVERALL SITE PLAN**

SCALE 1:1000

B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME		
A	09.05.18	ISSUED FOR CONSTRUCTION	CATALYST	MIA	CH	BW	ML		
Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver		

**ventia**

Level 8, 80 Pacific Hwy, North Sydney, NSW 2060  
www.ventia.com

Client: **OPTUS**

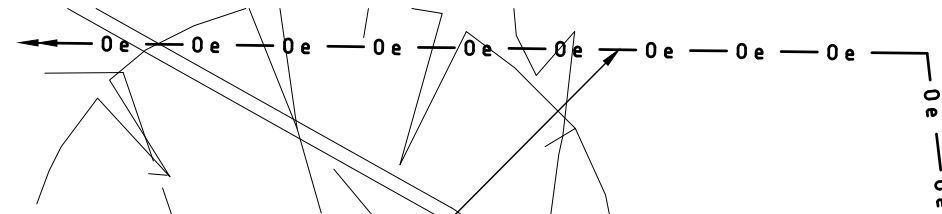
Project: **MOBILE NETWORK AUSTRALIA**  
SITE No:- P0679  
**COOLJARLOO**  
OFF THE BRAND HIGHWAY

Drawing Title: **OVERALL SITE PLAN**

Drawing Status: **FOR CONSTRUCTION**

Drawing No. **P0679-G2**

Revision **B**



MGA ZONE	50
E	351 921
N	6 608 124
AT	€ MONOPOLE

NEW OPTUS U/G SUBMAINS APPROX. 160m.  
REFER DRG. P0679-E1 & E2 FOR DETAILS

EXISTING RING LOCK FENCE

NEW OPTUS 2.4m HIGH SECURITY  
FENCE WITH 3m WIDE ACCESS GATE.  
REFER DRG. OSD-140 FOR DETAILS

OPTUS LEASE AREA  
11200

OPTUS COMPOUND AREA  
18000

EXISTING TREE (1 OFF) TO BE REMOVED,  
REFER NOTE 12 FOR DETAILS

NEW OPTUS MONOPOLE FOUNDATION.  
REFER NOTE 6 FOR DETAILS

NEW 75mm THICK RECYCLE CONCRETE  
TOPPING OVER WEED MAT. REFER  
DRG. OSD-131 FOR DETAILS

2590

100

3200  
SETOUT

1200  
SETBACK

3200  
SETOUT

6400

OPTUS COMPOUND AREA

6800

OPTUS LEASE AREA

NEW OPTUS 4-BAY & 2.5-BAY FUTURE  
OTC SUPPORTED ON CONCRETE SLAB,  
REFER DRAWING P0679-S1 FOR DETAILS

NEW CRANE/EWP PARKING LOCATION

NEW OPTUS DISTRIBUTION BOARD

NEW OPTUS "BURDENS IDS CABLE  
TROUGH" UNDERGROUND FROM THE  
OPTUS OTC TO MONOPOLE. REFER  
DRG. P0679-S1 FOR DETAILS

NEW OPTUS PANEL ANTENNAS (3 OFF).  
REFER NOTE 7 FOR DETAILS

NEW OPTUS RRU's (7 OFF) & FUTURE RRU's  
(5 OFF). REFER NOTE 7 FOR DETAILS

NEW OPTUS 40m HIGH MONOPOLE  
WITH ROAM CIRCULAR HEADFRAME.  
REFER NOTES 5 & 7 FOR DETAILS

NEW OPTUS Ø1200 PARABOLIC ANTENNA  
(1 OFF). REFER NOTE 8 FOR DETAILS

REFER NOTE 10 FOR DETAILS

NEW GENERATOR PARKING AREA

EXISTING BUSH TO BE REMOVED AT  
THIS END OF THE COMPOUND, REFER  
NOTE 11 FOR DETAILS

EXISTING 2.4m HIGH FENCE TO BE USED AS  
OPTUS COMPOUND FENCE AT THIS END

**LEGEND**

- --- PROPERTY BOUNDARY
- 0 e 0 e OPTUS U/G ELECTRICAL
- / / FENCE LINE
- + RL XXX.X EXISTING LEVEL
- xxx.x EXISTING CONTOUR
- 0 e 0 e OPTUS U/G ELECTRICAL
- ⊙ EARTHING ELECTRODE IN INSPECTION SLEEVE
- ⊠ TRAFFICABLE INSPECTION SLEEVE (WHERE REQUIRED)

**ANTENNA LEGEND:**



DRAFT

**NOTES:**

1. REFER TO DRAWING P0679-A1 FOR ANTENNA SYSTEM CONFIGURATION.
2. REFER TO DRAWING P0679-T1 FOR SITE TRANSMISSION DETAILS.
3. REFER TO DRAWING P0679-F1 FOR EQUIPMENT SHELTER/OTC LAYOUT.
4. TOTAL FEEDER: NEW H&S 9/18 (1 OFF) TO RUN INTERNAL TO THE MONOPOLE.
5. FOR MONOPOLE DETAILS REFER ROAM DRG. RJ13767-1-1 REV 0 DATED 30/09/2022.
6. FOR MONOPOLE FOUNDATION DETAILS REFER TO ROAM DRG. RJ13767-3-1-S1 & S2 REV 0 DATED 30/09/2022.
7. FOR HEADFRAME DETAILS REFER TO ROAM RJ13767-2-CB3, REV 0 DATED 30/09/2022.
8. FOR ANTENNA PARABOLIC MOUNT DETAILS REFER ROAM DRG. RJ13767-2-MW REV 1 DATED 30/09/2022.
9. OPTUS ANCILLARY EQUIPMENT INCLUDING DIPLEXERS, MHA'S AND COMBINERS TO BE INSTALLED TO THE REAR OF THE OPTUS PANEL ANTENNA ON THE SAME MOUNT AS PER MANUFACTURERS SPECIFICATIONS.
10. EXISTING CAR PARK AREA, ACCESS TO OPTUS SITE THROUGH THE CAR PARK.
11. ROOTS WITHIN LEASE AREA TO BE REMOVED AND REPLACED WITH SUITABLE APPROVED FILL AND COMPACTED AS PER OSD-010 OPTUS CONSTRUCTION SPECIFICATIONS.

DETAIL 1  
SCALE 1:100  
G2

Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver
B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME
A	09.05.18	ISSUED FOR CONSTRUCTION	CATALYST	MIA	CH	BW	ML

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Client:  
Project:  
**MOBILE NETWORK AUSTRALIA**  
SITE No:- P0679  
**COOLJARLOO**  
OFF THE BRAND HIGHWAY

Drawing Title:  
**SITE LAYOUT AND SETOUT PLAN**

Drawing Status:  
**FOR CONSTRUCTION**

Drawing No.  
**P0679-G3**

Revision  
**B**

**NOTES:**

1. REFER TO DRAWING P0679-A1 FOR PANEL ANTENNA DETAILS.
2. REFER TO DRAWING P0679-T1 FOR PARABOLIC ANTENNA DETAILS.
3. NEW PANEL ANTENNAS TO BE FACTORY COLOUR (LIGHT GREY).
4. STRUCTURAL ADEQUACY OF NEW MONOPOLE AND FOUNDATION TO SUPPORT NEW OPTUS EQUIPMENT HAS BEEN CONFIRMED BY ROAM. (REFER TO ROAM REPORT RJ13767-CER-1 REV 2 DATED 04/10/2022 FOR DETAILS).
5. STRUCTURAL ADEQUACY OF HEADFRAME HAVE BEEN CONFIRMED BY ROAM. REFER TO ROAM CERTIFICATE REF: RJ13767-CER-1 REV 2 DATED 04/10/2022 FOR DETAILS.

**NOTE:**  
THIS DRAWING IS DIAGRAMMATIC ONLY  
AND SHOULD NOT BE SCALED.

- ▼ EL 41.00m
  - € NEW OPTUS PANEL ANTENNAS (3 OFF)
  - € NEW OPTUS RRU's (7 OFF)
  - € NEW OPTUS COMBINER (9 OFF)
  - € FUTURE OPTUS RRU'S (5 OFF)
- ▼ EL 37.00m
  - € NEW OPTUS Ø1200 PARABOLIC ANTENNA (1 OFF)
  - € NEW OPTUS ODU (1 OFF)

NEW OPTUS 40m HIGH MONOPOLE WITH OPTUS CIRCULAR HEADFRAME. REFER NOTE 4 & 5 FOR DETAILS

NEW OPTUS TRUNK CABLE (1 OFF 9/18) TO RUN INTERNALLY TO THE MONOPOLE

NEW OPTUS "BURDENS IDS CABLE TROUGH" UNDERGROUND FROM THE OPTUS OTC TO MONOPOLE. REFER DRG. P0679-S1 FOR DETAILS

NEW OPTUS 2.4m HIGH SECURITY FENCE WITH 3m WIDE ACCESS GATE, REFER DRG. OSD-14.0 FOR DETAILS

NEW OPTUS 4-BAY & 2.5-BAY FUTURE OTC SUPPORTED ON CONCRETE SLAB, REFER DRAWING P0679-S1 FOR DETAILS

EXISTING RING LOCK FENCE

NEW OPTUS U/G SUBMAINS APPROX. 160m, REFER DRG. P0679-E1 AND E2 FOR DETAILS

EXISTING TREE (1 OFF) TO BE REMOVED, REFER NOTE 11 ON DRG. P0679-G3 FOR DETAILS

EXISTING 2.4 HIGH FENCE TO BE USED AS OPTUS COMPOUND FENCE AT THIS END

EXISTING BUSH TO BE REMOVED AT THIS END OF THE COMPOUND, REFER NOTE 11 ON DRG. P0679-G3 FOR DETAILS

▽ EL 0.00m (RL 102.08m)  
GROUND LEVEL

NEW OPTUS MONOPOLE FOUNDATION, REFER NOTE 6 ON DRG. P0679-G3 FOR DETAILS

**WEST ELEVATION**

SCALE 1:200

**DRAFT**

Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver
B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME
A	09.05.18	ISSUED FOR CONSTRUCTION	CATALYST	MIA	CH	BW	ML

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Client:  
**OPTUS**

Project:  
**MOBILE NETWORK AUSTRALIA**  
SITE No:- P0679  
**COOLJARLOO**  
OFF THE BRAND HIGHWAY

Drawing Title:  
**SITE ELEVATION**

Drawing Status:  
**FOR CONSTRUCTION**

Drawing No.  
**P0679-G4**

Revision  
**B**



OPTUS ANTENNA CONFIGURATION TABLE																			
ANTENNA	OPERATOR	OPTUS						OPTUS						OPTUS					
	SECTOR	1						2						3					
	ANTENNA IDENTITY	11-0						21-0						31-0					
	AZIMUTH (° TN)	80						170						350					
	HEIGHT AT ANTENNA CL	4.1m						4.1m						4.1m					
	ANTENNA MAKE & MODEL	COMMSCOPE RRV4-65D-R6-EC						COMMSCOPE RRV4-65D-R6-EC						COMMSCOPE RRV4-65D-R6-EC					
	DIMENSIONS (H x W x D)	2688 x 498 x 197 mm						2688 x 498 x 197 mm						2688 x 498 x 197 mm					
	STATUS	NEW						NEW						NEW					
	BAND (MHz)	700/900	700/900	spare	spare	1800/2100	1800/2100	700/900	700/900	spare	spare	1800/2100	1800/2100	700/900	700/900	spare	spare	1800/2100	1800/2100
	PORTS	1 & 2	3 & 4	5 & 6	7 & 8	9 & 10	11 & 12	1 & 2	3 & 4	5 & 6	7 & 8	9 & 10	11 & 12	1 & 2	3 & 4	5 & 6	7 & 8	9 & 10	11 & 12
PORT USER	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	OPT	
RET	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	
ELECTRICAL TILT (°)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
MECHANICAL TILT (°)	0						0						0						
ANCILLARIES	MHA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	RRU TYPE & COUNT	NEW AHPDA (LN7/LN9) (3 OFF) + FXDB (U9) (1 OFF) + AHEGC (LN18/LN21) (3 OFF) FUTURE RRU (5 OFF)																	
	COMBINER TYPE & COUNT	NEW 850REJ-W (1 OFF)	NEW 850REJ-W (1 OFF) + COM2c (1 OFF)	N/A	N/A	N/A	N/A	NEW 850REJ-W (1 OFF)	NEW 850REJ-W (1 OFF) + COM2c (1 OFF)	N/A	N/A	N/A	N/A	NEW 850REJ-W (1 OFF)	NEW 850REJ-W (1 OFF) + COM2c (1 OFF)	N/A	N/A	N/A	N/A
COAXIAL FEEDERS	FEEDER TYPE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	FEEDER LENGTH	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	QUANTITY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	TECHNOLOGY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	STATUS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TRUNK CABLES	STATUS	NEW																	
	TECHNOLOGIES	U9/LN7/LN9/LN18/LN21																	
	FIBRE TYPE	HUBER & SUHNER 9/18 (MLEH) (10mm <sup>2</sup> )																	
	FIBRE LENGTH	50m																	
	QUANTITY	1																	

OPTUS ANCILLARY EQUIPMENT							
ANCILLARY	EQUIPMENT CODE	MANUFACTURER	PRODUCT CODE	TECHNOLOGY FREQUENCIES	DIMENSIONS (H x W x D) (IN mm)	WEIGHT (kg)	QUANTITY
RRU	NOKIA RRU	NSN	AHPDA	700/900	678 x 308 x 171	4.4	3
		NSN	FXDB	900	420 x 400 x 115	2.4	1
		NSN	AHEGC	1800/2100	578 x 327 x 155	34.2	3
		NSN	FUTURE RRU	TBC	USE AHPDA DIMENSIONS	USE AHPDA WEIGHT	5
DIPLEXER / COMBINER	850REJ-W	COMMSCOPE	E14 V00P21	700/900	257 x 179.5 x 124	7	6
	COM2c	COMMSCOPE	D08C99P0300	700/900	340 x 168 x 81	6.5	3

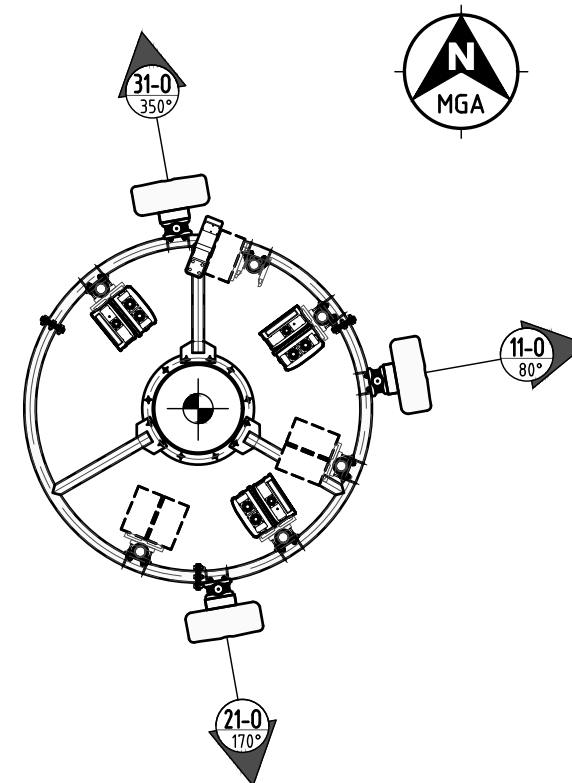
**NOTES:**

- THIS DRAWING SHALL BE READ IN CONJUNCTION WITH RF PLUMBING DIAGRAM DRAWING P0679-A2.
- INFORMATION IN THE TABLES SUPPLIED AND VERIFIED BY VENTIA.
- ANCILLARIES REFER TO ITEMS AT OR NEAR THE ANTENNA.
- CO-AXIAL FEEDER AND TRUNK LENGTHS ARE ESTIMATED, ROUNDED UP TO THE NEXT 5m.
- ALL TAIL LENGTHS FROM RRU TO ANTENNA WILL BE 5m MAXIMUM.

**ANTENNA LEGEND:**



DRAFT



**OPTUS ANTENNAS PLAN**  
NTS

B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME												
A	09.05.18	ISSUED FOR CONSTRUCTION	CATALYST	MIA	CH	BW	ML												
Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver												



Client: **OPTUS**  
Project: **MOBILE NETWORK AUSTRALIA**  
**SITE No:- P0679 COOLJARLOO**  
**OFF THE BRAND HIGHWAY**

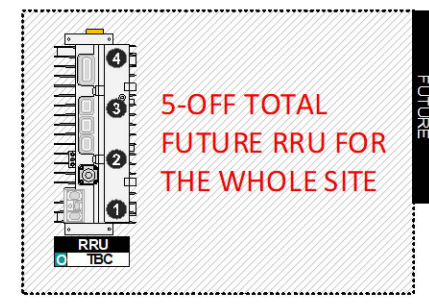
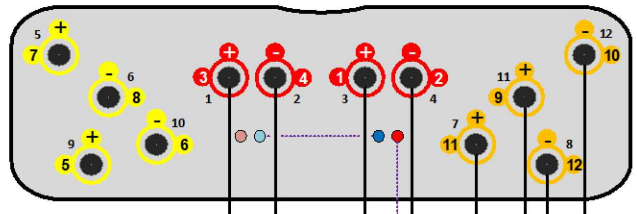
Drawing Title: **PANEL ANTENNA SYSTEM CONFIGURATION**  
Drawing Status: **FOR CONSTRUCTION**  
Drawing No: **P0679-A1**  
Revision: **B**

RF PATH BAND	
700 MHz	2.100 MHz
850 MHz	2.300 MHz
900 MHz	2.600 MHz
1800 MHz	3.600 MHz
3500 MHz	COMBINED

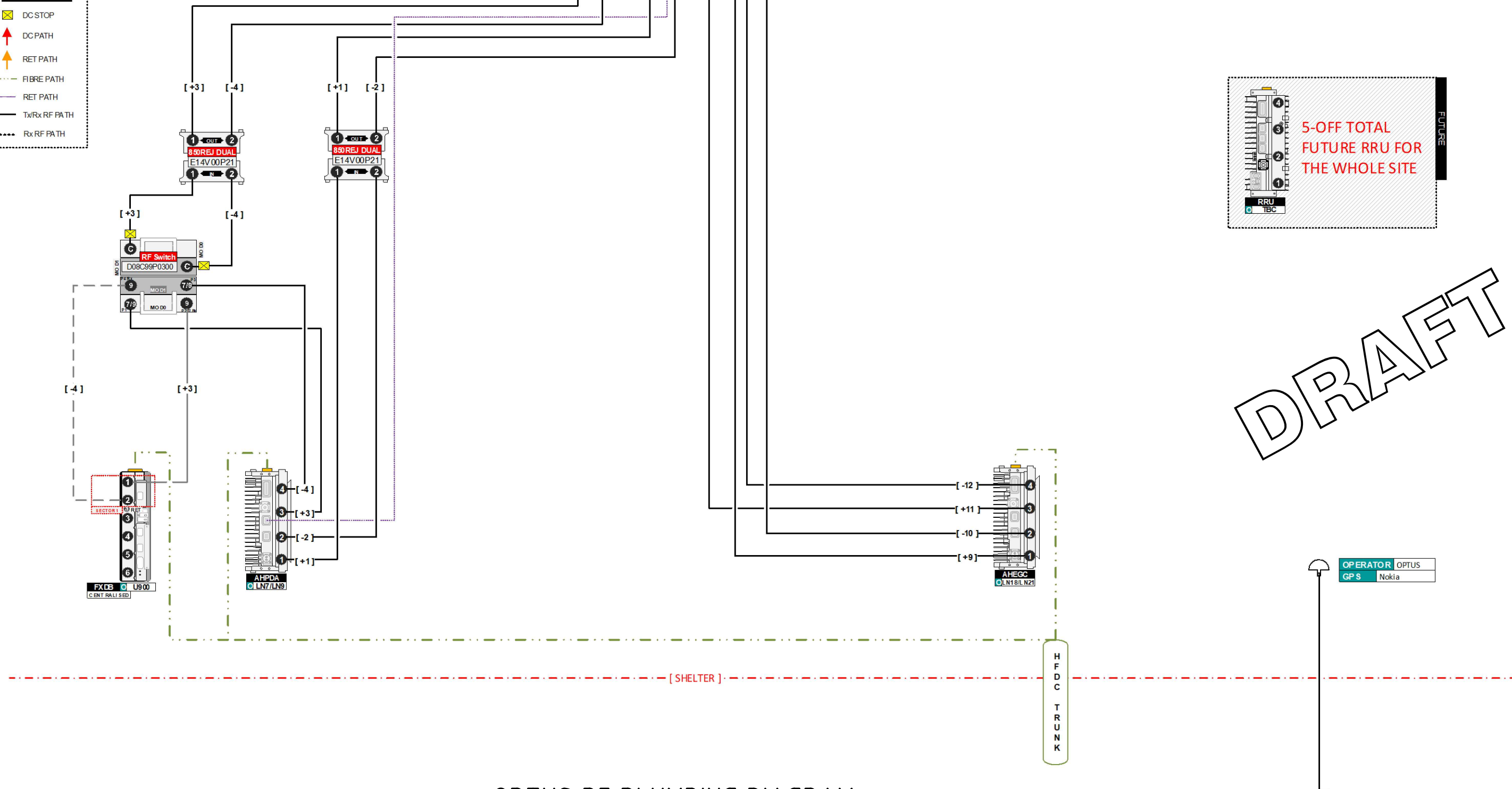
DPD LEGEND	
	DC STOP
	DC PATH
	RET PATH
	FIBRE PATH
	RET PATH
	Tx/Rx RF PATH
	Rx RF PATH

OPERATOR OPTUS  
MODEL RRV4-65D-R6-EC

AISG1 IN    AISG2 IN  
 AISG1 OUT    AISG2 OUT



**DRAFT**



**NOTES:**  
1. THIS DRAWING SHALL BE READ IN CONJUNCTION WITH DRAWING P0679-A1.

**OPTUS RF PLUMBING DIAGRAM**  
PER SECTOR

B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME
A	09.05.18	ISSUED FOR CONSTRUCTION	CATALYST	MIA	CH	BW	ML
Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver

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**OPTUS**

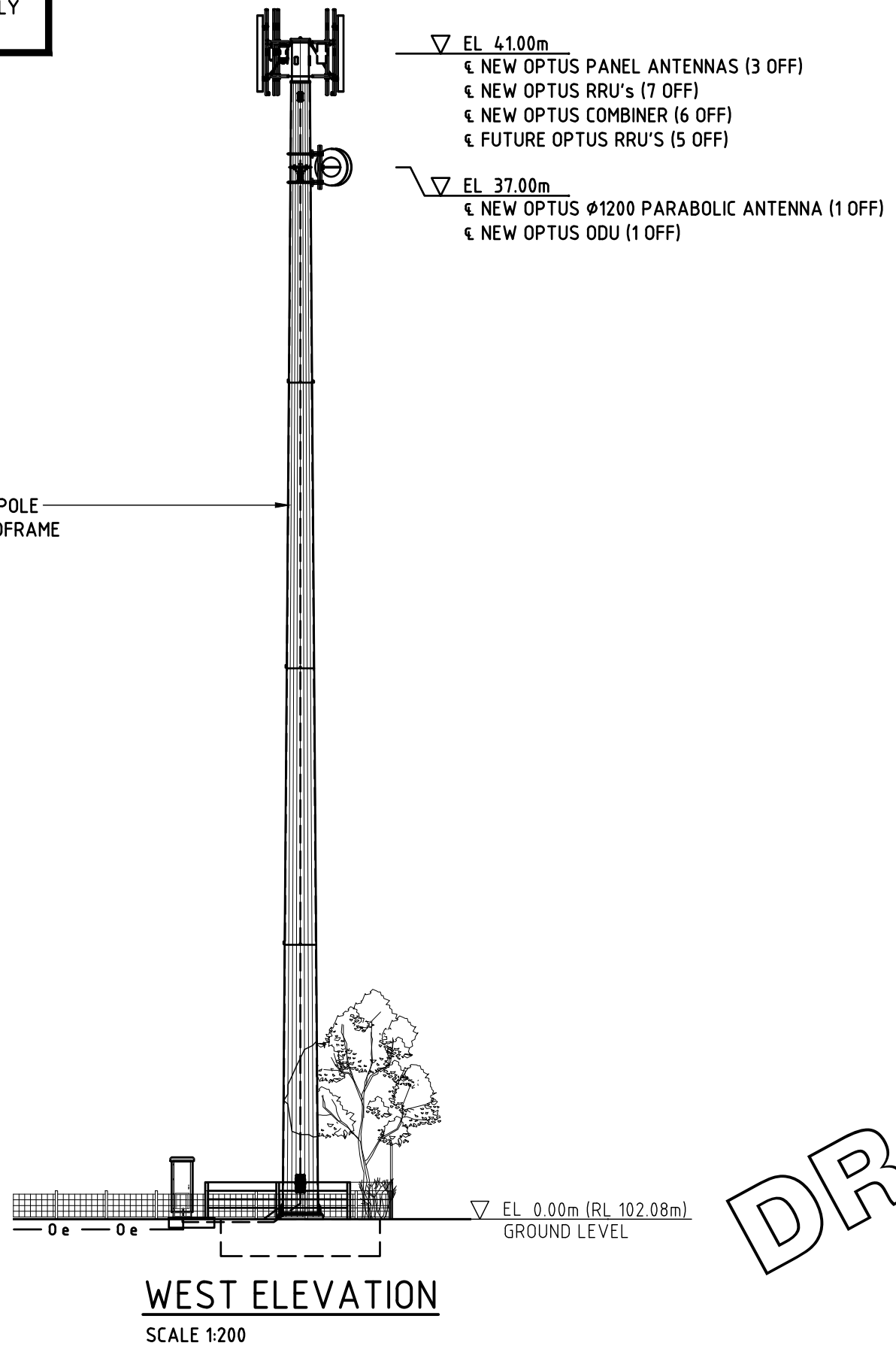
Client: MOBILE NETWORK AUSTRALIA  
Project: MOBILE NETWORK AUSTRALIA  
SITE No:- P0679  
COOLJARLOO  
OFF THE BRAND HIGHWAY

Drawing Title: <b>RF PLUMBING DIAGRAM</b>	
Drawing Status: <b>FOR CONSTRUCTION</b>	Drawing No. <b>P0679-A2</b>
Revision <b>B</b>	

**NOTE:**  
THIS DRAWING IS DIAGRAMMATIC ONLY  
AND SHOULD NOT BE SCALED.

TRANSMISSION LINKS - PARABOLIC ANTENNA SCHEDULE							
TAG	STATUS	LINK SITE NAME	SITE No.	AZIMUTH	ELEVATION	DIAMETER	MODEL
A	NEW	CATABY	P8065	127.03° TN	37m	1200mm	VHLPX4-7W

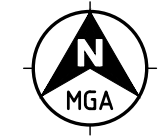
ODU's						
TAG	STATUS	No.	MODEL	ELEVATION	FEEDER LENGTH	FEEDER DETAILS
A	NEW	1	IAP	37m	50m	1 x LDF 4-50



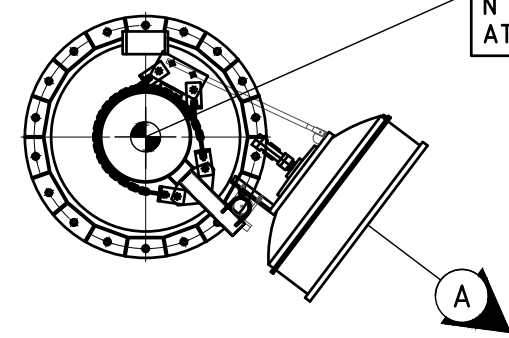
NEW OPTUS 40m HIGH MONOPOLE  
WITH OPTUS CIRCULAR HEADFRAME

- ▽ EL 41.00m
  - € NEW OPTUS PANEL ANTENNAS (3 OFF)
  - € NEW OPTUS RRU's (7 OFF)
  - € NEW OPTUS COMBINER (6 OFF)
  - € FUTURE OPTUS RRU'S (5 OFF)
- ▽ EL 37.00m
  - € NEW OPTUS Ø1200 PARABOLIC ANTENNA (1 OFF)
  - € NEW OPTUS ODU (1 OFF)

**LEGEND**



MGA ZONE	50
E	351 921
N	6 608 124
AT	€ MONOPOLE



**OPTUS PARABOLIC ANTENNAS PLAN**  
SCALE 1:50

DRAFT

**NOTES:**

1. ALL ANTENNA AZIMUTHS ARE IN DEGREES RELATIVE TO TRUE NORTH
2. THIS DRAWING IS DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED.
3. FOR PARABOLIC ANTENNA (1 OFF) AND ODU (1 OFF) TO BE INSTALLED ON NEW MOUNT. REFER ROAM DRG. RJ13767-2-MW REV 1 DATED 30/09/2022 FOR DETAILS.
4. FOR THE STRUCTURAL ADEQUACY OF THE MONOPOLE AND FOUNDATION, REFER ROAM STRUCTURE DESIGN CERTIFICATION RJ13767-CER-1-REV 2 DATED 04/10/2022.

Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver
B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME
A	09.05.18	ISSUED FOR CONSTRUCTION	CATALYST	MIA	CH	BW	ML

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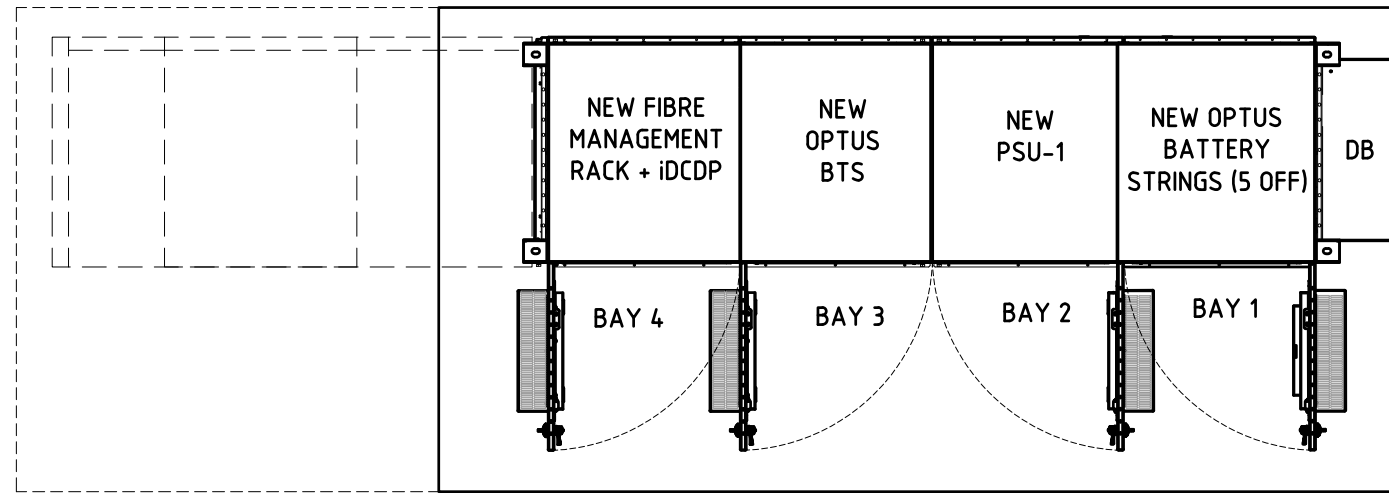
Client:  
**MOBILE NETWORK AUSTRALIA**  
SITE No:- P0679  
**COOLJARLOO**  
OFF THE BRAND HIGHWAY

Drawing Title:  
**SITE TRANSMISSION DETAILS**

Drawing Status:  
**FOR CONSTRUCTION**

Drawing No.  
**P0679-T1**

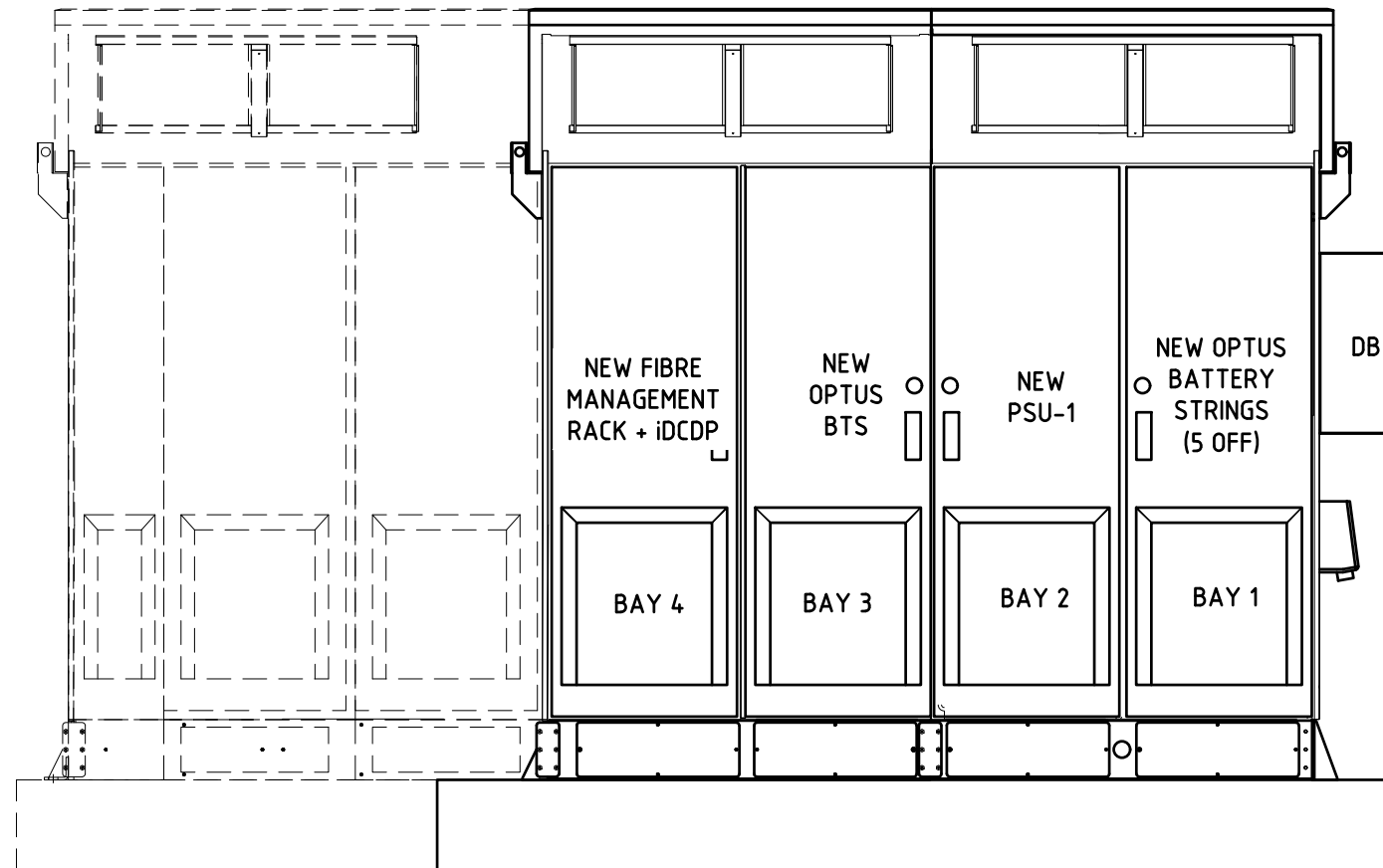
Revision  
**B**



NEW OPTUS 4-BAY & 2.5-BAY FUTURE  
OTC SUPPORTED ON CONCRETE SLAB,  
DRAWING P0679-S1 FOR DETAILS

### ODU LAYOUT PLAN

SCALE 1:25



NEW OPTUS 4-BAY & 2.5-BAY FUTURE  
OTC SUPPORTED ON CONCRETE SLAB,  
DRAWING P0679-S1 FOR DETAILS

### ODU LAYOUT ELEVATION

SCALE 1:25

**DRAFT**

Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver
A	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME

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Level 8, 80 Pacific Hwy, North Sydney, NSW 2060  
www.ventia.com

Client:  
**OPTUS**

Project:  
**MOBILE NETWORK AUSTRALIA**  
SITE No:- P0679  
**COOLJARLOO**  
OFF THE BRAND HIGHWAY

Drawing Title:  
**VENTIA OPTUS VERTIV ODU PLINTH & CABLE THROUGH DETAILS**

Drawing Status:  
**FOR CONSTRUCTION**

Drawing No.  
**P0679-S1**

Revision  
**A**



## 1. GENERAL

ALL ELECTRICAL WORKS SHALL BE IN ACCORDANCE WITH:

- LATEST OPTUS D&C SPECIFICATIONS
- AS3000, AS1768, AS3015 (LATEST EDITIONS AND AMENDMENTS AT THE TIME OF CONSTRUCTION SHALL APPLY)
- ANY OTHER RELEVANT NATIONAL/STATE RULES AND REGULATIONS
- WESTERN AUSTRALIAN DISTRIBUTION CONNECTIONS MANUAL & WA ELECTRICAL REQUIREMENTS

CONTRACTOR SHALL COMPLY WITH LOCAL STATE AND TERRITORY WORK HEALTH & SAFETY LEGISLATION AND REGULATIONS.

THE CONTRACTOR SHOULD VISIT THE SITE DURING THE TENDER PERIOD TO BECOME FAMILIAR WITH THE SCOPE OF WORK.

CONTRACTOR SHOULD TAKE ALL REASONABLE STEPS TO OBTAIN UNDERGROUND SERVICE INFORMATION BEFORE COMMENCING ANY EXCAVATION WORK. ADEQUATE CLEARANCES MUST BE OBTAINED BETWEEN THE PROPOSED ELECTRICAL INSTALLATION AND EXISTING UNDERGROUND UTILITY SERVICES.

CONTRACTOR HAVE TO ENSURE THE MINIMUM SEPARATION DISTANCE BETWEEN ELECTRICAL SERVICE AND OTHER SERVICE AS SPECIFIED IN THE AS/NZS 3000.

UNDERGROUND CABLES MUST BE INSTALLED IN HEAVY DUTY RIGID uPVC CONDUIT (COLOUR ORANGE) AS SPECIFIED IN AS/NZS 3000 FOR A CATEGORY A SYSTEM ENCLOSURE.

UNDERGROUND CABLES SHALL BE MAINTAINED A MINIMUM 500mm DEPTH THROUGHOUT THE ENTIRE LENGTH. UNDERGROUND CONDUITS MUST BE LAID IN A STRAIGHT LINE AND ANY CONDUIT BEND MUST BE A SWEEP BEND. JOIN THE CONDUIT USING SOCKETS OR FITTING SO THAT THE BORE OF THE SYSTEM IS CONTINUOUS AND SMOOTH AND PRESENT NO OBSTRUCTIONS TO PULLING IN THE CABLE. ORANGE MARKER TAPE MUST BE INSTALLED 300mm ABOVE THE UNDERGROUND CONDUIT FOR ITS ENTIRE LENGTH. THE MARKET TAPE MUST MEET THE REQUIREMENTS OF AS2648.

CONTRACTOR SHALL ENSURE THAT THE CABLE PULLING TENSION AND MINIMUM INSTALLED BENDING RADIUS OF THE CABLE BE APPROPRIATED AS PER CABLE SPECIFICATION. ELECTRICAL PITS SHALL BE INSTALLED AS DETAILED IN SECTION 3.5.5 OF OSD-010 OPTUS CONSTRUCTION SPECIFICATION AND ON APPROVAL FROM SITE PROVIDER. ELECTRICAL PIT SHALL BE POLYMER CONCRETE (TRAFFICABLE AREAS ONLY) OR HIGH DENSITY POLYETHYLENE OF NOMINAL SIZE 450mm x 450mm x 600mm DEEP OR AS REQUIRED, COMPLETE WITH COVER (TRAFFICABLE TYPE IF IT IS REQUIRED)

ALL EXISTING SURFACES, KERBS, GUTTERS, INVERTS, VEHICLE CROSSINGS AND PAVEMENTS DISTURBED DURING INSTALLATION OF UNDERGROUND WIRING SHALL BE REINSTATED AND MADE GOOD BY THE CONTRACTOR.

## 2. MAINS SUPPLY

32A THREE PHASE POWER SUPPLY FOR THE NEW OPTUS MOBILE SITE SHALL BE TAKEN FROM THE OFFICE MAIN SWITCH BOARD NO.06-SB-13 LOCATED AS PER G2 DRAWING.

EXISTING SUPPLY WILL NEED TO BE SHUT DOWN FOR PROPOSED WORKS. ELECTRICAL CONTRACTOR SHALL COORDINATE THE POWER OUTAGE WITH THE BUILDING MANAGER.

## 3. OPTUS MAIN SWITCH & METER PANEL

INSTALL 1 x 32A THREE PHASE OPTUS MAIN CIRCUIT BREAKER IN THE EXISTING OFFICE MAIN SWITCH BOARD NO.06-SB-13 AS PER E2 DRAWING

INSTALL NEW WALL MOUNTED METER BOX NEXT TO EXISTING OFFICE MAIN SWITCH BOARD 06-SB-13 TO HOUSE NEW OPTUS CHECK METER.

OPTUS SAFETY EARTH AND NEUTRAL SHALL BE TAKEN FROM EXISTING OFFICE MAIN SWITCH BOARD NO.06-SB-13. CONTRACTOR TO ENSURE FAULT CURRENT RATINGS OF PROTECTIVE EQUIPMENT INSTALLED ARE ADEQUATE FOR PROSPECTIVE FAULT LEVELS

## 4. SUBMAINS

INSTALL 1 x 4C 16mm<sup>2</sup> + E CU XLPE/PVC OPTUS SUBMAINS CABLE IN WALL MOUNTED P40 PVC CONDUIT FROM OFFICE MAIN SWITCH BOARD TO OPTUS CHECK METER . APPROX. 2m.

INSTALL 4 x 1C 16mm<sup>2</sup> + E Cu XLPE/PVC CABLE VIA U/G IN P63 CONDUIT FROM OPTUS CHECK METER TO THE DISTRIBUTION BOARD ON OPTUS OTC. APPROX. CABLE LENGTH IS 160m AND VOLTAGE DROP IS 2.5% AT FULL LOAD.

## 5. LABELLING

FIX LABELS TO PROTECTION DEVICES, METER AND SWITCH POSITIONS. LABELS TO BE BLACK LETTERING ON WHITE BACKGROUND "TRAFFOLYTE". LETTERING TO BE MINIMUM 10mm HIGH. TEXT TO READ "OPTUS". PROVIDE A SKETCH OF UNDERGROUND POWER CABLE ROUTE INSIDE OF THE METER ENCLOSURE, INDICATING THE POINT OF SUPPLY, THE SIZE AND DIRECTION OF THE CONSUMER MAINS AND METER POSITION.

## 6. GENERATOR SUPPLY

THE CONTRACTOR IS TO ENSURE THAT ALL EQUIPMENT AND WIRING COMPLIES WITH AS/NZS 3010 FOR ALTERNATING GENERATOR SUPPLY. CORRECT SWITCHING OF AUXILIARY (PORTABLE GENERATOR) SUPPLY NEUTRAL OTC CHANGE OVER SWITCH VIA THE INLET PLUG WILL REQUIRE TO BE CONFIGURED AS PER AS/NZS 3010.

## 7. EARTHING



OPTUS OTC AND STRUCTURE EARTHING IS TO BE INSTALLED IN ACCORDANCE WITH:

- OSD-020 (OPTUS EARTHING SPECIFICATIONS),
- OSD-712 (SITE EARTHING DETAILS STEEL MONOPOLE)
- OSD-713 (OUTDOOR CABINET EARTHING DETAILS)
- OSD-750 (TYPICAL GROUND SITE EARTHING DETAILS)
- OSD-760 (TYPICAL GROUND SITE EARTHING DETAILS 2)
- OSD-830 (EARTH BAR DETAILS)
- OSD-831 (SINGLE POINT EARTH BAR DETAILS)
- ALL REFERENCED OPTUS STANDARD DOCUMENTATION.

EARTH GRID ELECTRODES: 6-OFF, ELECTRODES LENGTH TO BE 9m. CALCULATED EARTH RESISTANCE IS 7.4 OHMS. OPTUS APPROVAL REFERENCE NUMBER: ER290818000000

EARTH ELECTRODES SHALL BE DRILLED IN 75mm MINIMUM DIAMETER HOLES AND BACKFILLED WITH GROUND ENHANCING MATERIAL (GEM) AS PER OSD-020. REFER GEOTECH REPORT FOR DETAILED SOIL CONDITION. EARTHING GRID RESISTANCE TEST SHALL BE CONDUCTED ON EARTHING SYSTEM COMPLETION AND CONTRACTOR TO PROVIDE EARTH RESISTANCE TEST REPORT.

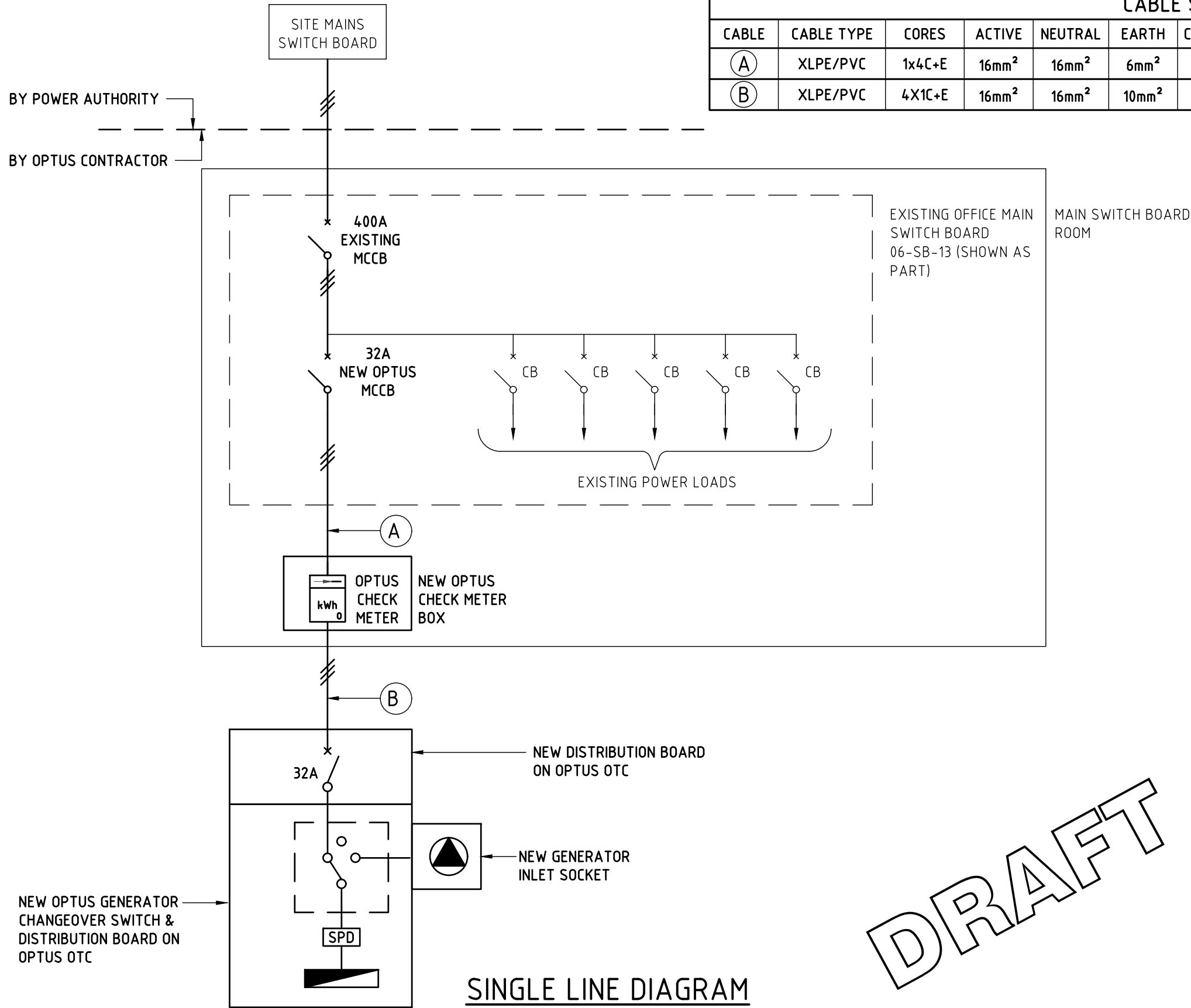
DRAFT

				Client: 		Project: MOBILE NETWORK AUSTRALIA SITE No:- P0679 COOLJARLOO OFF THE BRAND HIGHWAY		Drawing Title: SITE POWER DETAILS	
Level 8, 80 Pacific Hwy, North Sydney, NSW 2060 www.ventia.com								Drawing Status: FOR CONSTRUCTION	
								Drawing No. P0679-E1	
								Revision B	
Rev	Date	Revision Details		Consultant	CAD	Designer	Verifier	Approver	
B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)		VENTIA	SWM	LC	MI	ME	
A	09.05.18	ISSUED FOR CONSTRUCTION		CATALYST	MIA	CH	BW	ML	



**CABLE SCHEDULE**

CABLE	CABLE TYPE	CORES	ACTIVE	NEUTRAL	EARTH	CABLE LENGTH	INSTALLATION METHOD	COMMENTS
(A)	XLPE/PVC	1x4C+E	16mm <sup>2</sup>	16mm <sup>2</sup>	6mm <sup>2</sup>	2m	40mm WALL MOUNTED CONDUIT	BY OPTUS CONTRACTOR
(B)	XLPE/PVC	4X1C+E	16mm <sup>2</sup>	16mm <sup>2</sup>	10mm <sup>2</sup>	160m	U/G IN 63mm CONDUIT	BY OPTUS CONTRACTOR



**LEGEND**

N	NEUTRAL
E	EARTH
MEN	MULTIPLE EARTHED NEUTRAL
SPD	SURGE PROTECTION DEVICE
*	CIRCUIT BREAKER
	SINGLE PHASE
+	ISOLATOR
□	FUSE
⊥	EARTH CONNECTION
⊗	TRANSFORMER
kWh	METER

**NOTES**

1. THIS DRAWING TO BE READ IN CONJUNCTION WITH P0679-E1.
2. CABLE LENGTHS GIVEN ARE INDICATIVE ONLY. EXACT CABLE ROUTES AND LENGTHS SHALL BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION.

**DRAFT**

Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver
B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME
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**ventia**

Level 8, 80 Pacific Hwy, North Sydney, NSW 2060  
www.ventia.com

Client:

**OPTUS**

Project:

**MOBILE NETWORK AUSTRALIA**  
SITE No:- P0679  
**COOLJARLOO**  
OFF THE BRAND HIGHWAY

Drawing Title:

**SINGLE LINE DIAGRAM**

Drawing Status:

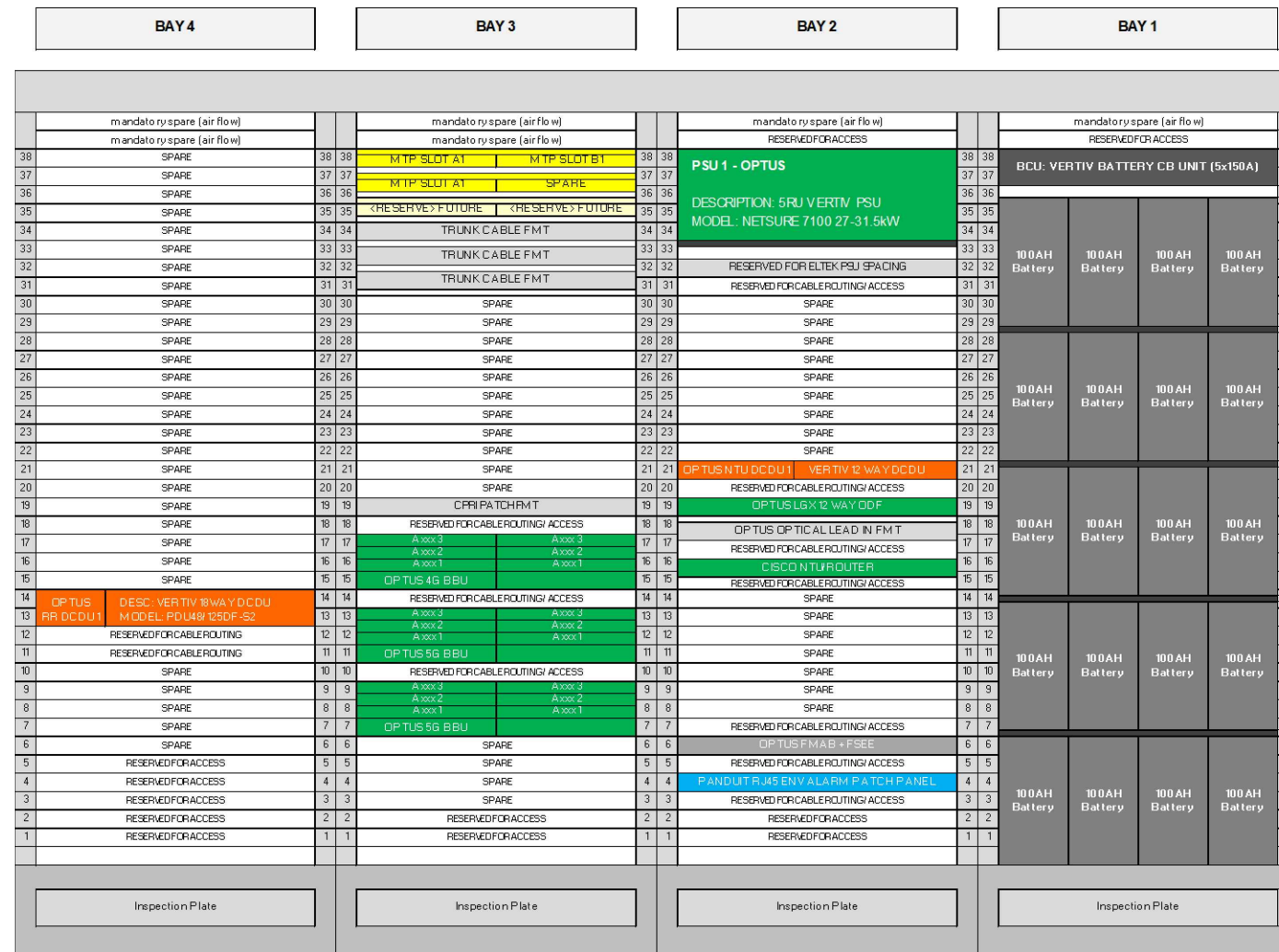
**FOR CONSTRUCTION**

Drawing No.

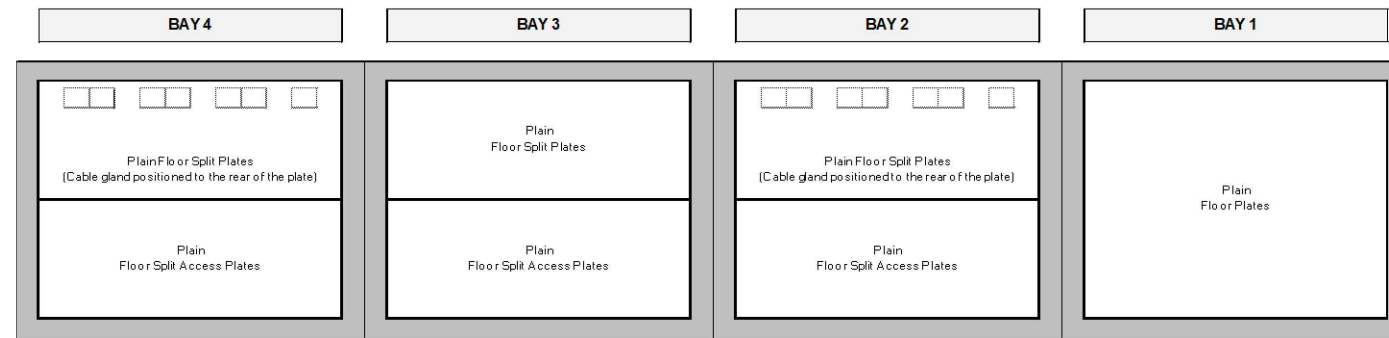
**P0679-E2**

Revision

**B**



INTERNAL FRONT ELEVATION



FLOOR PLAN

# OPTUS VERTIV (4-BAY) RACK CONFIGURATION (OTC-211)

NTS

### OTC DETAILS:

1. OPTUS VERTIV (4-BAY), FUTURE 2.5 BAY COLOURED COLORBOND "SURFMIST".
2. OTC SELECTION IS BASED ON OSD-010 V13.0 SECTION 3.1.2.
3. OTC RACK LAYOUT BASED ON OPTUS OM38349 OPTUS STANDARD RACK DRAWINGS V2.1.
4. REFER TO REFER TO DRG P0679-G3 FOR METER BOX LOCATION.
5. THIS DRAWING IS DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED.

### DC POWER SUPPLY:

1. INSTALL 1x OPTUS DC HUAWAI POWER SYSTEM TO BE EQUIPPED WITH 5x OFF 3kw RECTIFIERS AND 4 x 100AH BATTERY STRINGS.

DRAFT

Rev	Date	Revision Details	Consultant	CAD	Designer	Verifier	Approver
B	22.10.22	ISSUED FOR CONSTRUCTION (OPTUS REGIONAL GREENFIELD)	VENTIA	SWM	LC	MI	ME
A	09.05.18	ISSUED FOR CONSTRUCTION	CATALYST	MIA	CH	BW	ML

Level 8, 80 Pacific Hwy, North Sydney, NSW 2060  
www.ventia.com

Client:  
Project:  
**MOBILE NETWORK AUSTRALIA**  
SITE No:- P0679  
**COOLJARLOO**  
OFF THE BRAND HIGHWAY

Drawing Title: <b>OTC LAYOUT PLAN</b>	
Drawing Status: <b>FOR CONSTRUCTION</b>	Drawing No. <b>P0679-F1</b>
Revision <b>B</b>	

# Shire of Dandaragan – Review of Councillor Representation Discussion Paper

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## Background

The Shire of Dandaragan has resolved to undertake a review of its Council elected member representation numbers in response to the Local Government Act reforms announced by the Minister for Local Government on 3<sup>rd</sup> July 2022.

The Minister for Local Government's package of reforms aim to strengthen democracy and increase community engagement. The new requirements will be introduced to provide for:

- the introduction of optional preferential voting
- elector Mayors and Presidents for band 1 and 2 local governments
- Councillor numbers based on population
- the removal of wards for band 3 and 4 local governments.

The proposed Local Government reforms will require the Shire of Dandaragan to reduce the number of elected member (Councillor) positions from 9 to between 5 and 7. Legislation to give effect to the changes is expected to be introduced into Parliament in early 2023.

The Shire of Dandaragan has selected to undertake the voluntary pathway to implement the reform requirements associated with the reduction in elected member numbers. To implement the mandatory reduction, the Shire is undertaking this review utilising a process and timeframes aligned to a traditional ward review required by the Local Government Act 1995.

Feedback received through this consultation process will assist the Shire to transition to the new requirements and determine the appropriate total number of elected members, and whether changes should be made over one election cycle or two.

Further information on the reforms is available on the Department of Local Government, Sport and Cultural Industries website at <https://www.dlgsc.wa.gov.au/local-government/strengthening-local-government/local-government-act-reform>.

## Current Situation

Currently the Shire of Dandaragan has 9 Councillors elected to represent the whole of the Shire. The Shire President is elected by the Council. At the 2023 local government elections, 5 current Councillors' terms are due for expiry.

**Table: Shire of Dandaragan elector to Councillor ratio - current situation**

<b>District</b>	<b>Number of Electors</b>	<b>Number of Councillors</b>	<b>Councillor to Elector Ratio</b>
Total	2,534	9	1:282

The Shire of Dandaragan previously abolished the ward structure in 2009. The last review of wards and representation in the Shire of Dandaragan was undertaken in 2013. As the Minister has announced that wards will be removed for all band 3 and 4 local governments, this discussion paper does address reviewing or reintroducing the ward system.

### **Local Government Reforms**

As outlined in the background section above, to comply with the Minister's proposals, as the Shire of Dandaragan is a band 3 local government, with a population of less than 5,000 people, the Shire's existing no wards system will remain and the number of councillors must be reduced to between five and seven. There are a range of different implementation approaches which are outlined below which Council is seeking community feedback on.

### **Review and Public Consultation Process**

This review process will involve a number of steps:

- The Council resolves to undertake the review.
- Public submission period opens (minimum six weeks).
- Information via this discussion paper provided to the community for review and submissions.
- Public submission period closes.
- The Council considers all submissions and relevant factors and makes a decision.
- The Council submits a report to the Local Government Advisory Board (the Board) for its consideration.
- The Board will review the Council's report and submits a recommendation to the Minister for Local Government (the Minister).

Any changes approved by the Minister will be in place for the next ordinary election where possible.

## Role and Remuneration of Elected Members

The role of an elected member is defined in section 2.10 of the Local Government Act 1995 as follows:

- a) represents the interests of all electors, ratepayers and residents of the district;
- b) provides leadership and guidance to the community in the district;
- c) facilitates communication between the community and the council;
- d) participates in the local government's decision-making processes at council and committee meetings; and
- e) performs such other functions as are given to a councillor by this Act or any other written law.

The Shire of Dandaragan currently provides the following allowances to elected members:

<b>Allowances</b>	<b>\$</b>
Shire President's Allowance	\$16,000
Shire President's Meeting Attendance Fee	\$24,720
Deputy Shire President's Allowance	\$4,000
Councillor Meeting Fees	\$15,965
Information Technology, Communications Allowance	\$3,000
Travel and Accommodation Expenses (Budget Provision)	\$2,675

## Options to Consider

The Council will consider the following options for reducing elected member numbers and members of the community may suggest others:

<b>Options resulting in 7 Elected Members</b>	
<b>Option 1</b>	Reduce the number of elected members to seven (7) at the 2023 election (3 vacant Councillor positions will be contested).
<b>Option 2</b>	Reduce the number of elected members to seven (7) at the 2023 election with all Council positions to be declared vacant.
<b>Option 3</b>	Reduce the number of elected members to eight (8) at the 2023 election and seven (7) at the 2025 election.
<b>Options resulting in 6 Elected Members</b>	
<b>Option 4</b>	Reduce the number of elected members to six (6) at the 2023 election (2 vacant Councillor positions will be contested).
<b>Option 5</b>	Reduce the number of elected members to six (6) at the 2023 election with all Council positions to be declared vacant.
<b>Option 6</b>	Reduce the number of elected members to seven (7) at the 2023 election and six (6) at the 2025 election.
<b>Option 7</b>	Reduce the number of elected members to eight (8) at the 2023 election and six (6) at the 2025 election.
<b>Options resulting in 5 Elected Members</b>	
<b>Option 8</b>	Reduce the number of elected members to five (5) at the 2023 election (1 vacant Councillor position will be contested).
<b>Option 9</b>	Reduce the number of elected members to five (5) at the 2023 election with all Council positions to be declared vacant.
<b>Option 10</b>	Reduce the number of elected members to seven (7) at the 2023 election and five (5) at the 2025 election.
<b>Option 11</b>	Reduce the number of elected members to six (6) at the 2023 election and five (5) at the 2025 election.

## **Public Submissions**

Members of the community are invited to make a written submission about any aspect of the representation review and lodge it at:

Shire of Dandaragan

69 Bashford Street

Jurien Bay, WA 6516

Email: [council@dandaragan.wa.gov.au](mailto:council@dandaragan.wa.gov.au)

All submissions must be received by 4pm on 3<sup>rd</sup> January 2023.

Thank you for your interest and involvement in this review. Council welcomes your comments on any matters that may assist it to make informed and responsible decisions for the benefit of the people of the Shire of Dandaragan.

Councillor Leslee Holmes

Shire President

Brent Bailey

Chief Executive Officer

SHIRE OF DANDARAGAN	
DATE RECEIVED	
16 JAN 2022	
DOC ID: .....	
Review of councillor representation	
Acknowledge	Yes / No

I think we need representation from 7 councillors in our shire.

Option 1 or 2 would be my suggestion.

If Option 2 was chosen it would have to be with agreement from all 4 remaining councillors. We would then need to find at least 7 nominees instead of just 3.

Since the abolishment of the ward system I think it is imperative the shire promotes nominations from all towns to give all residents a local community member to interact with. A person from their immediate area may have a better idea of things rather than someone from another town.

Thank you for the opportunity to participate in this review.

Regards  
Marilyn Gazeley  
Cervantes

