



APPENDICES

ORDINARY COUNCIL MEETING

PART 2: Items 12.9 - 12.14

To Be Held

Wednesday, 31st of March 2021
Commencing at 5.00pm

At

Shire of Dardanup
ADMINISTRATION CENTRE EATON
1 Council Drive - EATON

This document is available in alternative formats such as:
~ Large Print
~ Electronic Format [disk or emailed]
Upon request.



(Appendix ORD: 12.9A)



Funding Agreement

between the

**DEPARTMENT OF FIRE AND EMERGENCY
SERVICES**

and the

Shire of Dardanup

**All West Australians Reducing Emergencies
(AWARE) Program 2020-21**

2021 South West Emergency Management Conference

AWARE2021-016

Funding Agreement

AWARE Program 2020-2021

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Funding Agreement – AWARE2021-016

Once completed, this document, together with each set of Grant Details and the General Grant Conditions (Schedule 1), forms an Agreement between the Department of Fire and Emergency Services and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Shire of Dardanup
Legal entity type	Local Government Entity
Australian Business Number (ABN)	57 305 829 653
Registered office (physical/postal)	1 Council Drive PO Box 7016 Eaton WA 6232
Relevant business place (if different)	
Telephone	9724 0000
Email	records@dardanup.wa.gov.au

The Department of Fire and Emergency Services

Department of Fire and Emergency Services

Emergency Services Complex
20 Stockton Bend
Cockburn Central WA 6164

ABN: 39 563 851 304

Background

The Department of Fire and Emergency Services (DFES) has agreed to enter this Agreement where DFES will provide the Grantee with one Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details – 2021 South West Emergency Management Conference

A. Purpose of the Grant

The purpose of the All West Australian's Reducing Emergencies (AWARE) program is to enhance Western Australia's Emergency Management arrangements by investing in capacity building and preparedness activities at a local and / or district level.

Projects must be working to achieve at least one of the six priority outcomes including:

- Furthering the emergency risk management process
- Facilitating capability-based exercises
- Assisting in reviewing Local Emergency Management Arrangements (LEMA)
- Delivering emergency management training
- Hosting or facilitating emergency management events or forums

B. Activity

Project Title

2021 South West Emergency Management Conference

Summary

The Era of disasters has arrived & the question is do we have capacity to cope & knowledge to adapt? Severe weather experienced in 2019-20 offered a glimpse into types of events we are likely to face in the future & the level of national coordination necessary. Australia's climate has warmed on average by 1.44 ± 0.24 °C since 1910. The South West experienced a 16% decline in rainfall since 1970, leading to an increase in the frequency of extreme fire weather (BOM, 2020). This warming trend increases the likelihood of extreme events that are beyond our historical experience.

Evidence including observation & climate change projections point to a continuing trend of more frequent extreme events impacting the country in quick succession. Australia must depend on our collective ability to learn from experiences. Sharing knowledge, including lessons learned, is key in promoting contemporary innovation, best practice, operational effectiveness & increased cost efficiency.

The Shire of Dardanup proposes to host an EM Conference in the South West. The Conference offers insight, reflection, understanding & motivation over a wide range of cutting-edge topics with the theme 'Building Capacity to adapt in an Era of Unprecedented Disasters' will be streamed live & will remain accessible post the event. The National Resilience Taskforce states "We need to talk about disaster risk" as the changing nature of many hazards, is leading to increased exposure & vulnerability.

Strategic Priorities

This project will work towards achieving the following priority outcome:

- Hosting or facilitating emergency management events or forums

Deliverables

The Emergency Management Conference will endeavour to project the following outcomes:

- Bring emergency management professionals, volunteers and subject matter experts together for powerful and thought-provoking presentations.
- Increase understanding of climate change impacts and the urgency for Australia to plan for and adapt to the changes at a local, regional and national level.
- Promote the use of traditional, indigenous and local knowledge and practices to complement scientific knowledge in the development and implementation of mitigation policies, strategies, plans and programmes.
- Prevent, promote and address the incidence and impacts of mental health for volunteers and personnel who serve our communities.
- Showcase and explore new technologies and their application for working in crisis situations.
- Promote the benefits of planning for animal welfare in emergencies and the important role animals play in human recovery.
- Empower and promote confidence in thinking outside of the square, to form new perspectives that are creative and not limited to or controlled by rules or tradition.
- Explain the Sendai Framework for Disaster Risk Reduction and its four priority areas for action including the concept of 'Build Back Better' in recovery, rehabilitation and reconstruction.
- To encourage and support networking opportunities for participants attending both physically and virtually.

Key Performance Indicators

The success of the Conference will be measured by the following KPI's;

- The number of people that attend the Emergency Management Conference both physically and virtually.
- The number and the quality of abstracts received from potential speakers.
- Comments received in the Conference feedback/ evaluation form
- The number of views received on social media platforms.
- Increased opportunity for volunteers, personnel and community members to network.
- Fostering of new ideas/ innovations highlighted in Conference discussions.
- Lessons learned in the Conference debrief process post the event.

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C. Duration of the project

The project starts on 05/04/2021 (the commencement date) and ends on 31/03/2022 (the Completion Date).

Project Schedule	
Milestone	Due Date
Identify key note speaker	April 2021
Venue selection	April 2021
Book media for webinar and video component	April 2021
Website page design	April 2021
Conference "Save the Date"	April 2021
Call for abstracts	April 2021
Review abstracts and select speakers	June 2021
Program design	July 2021
Advertise full program - ticket purchases begin	July 2021
Special guests invited	July 2021
Quarterly Report 1 prepared and submitted	15 July 2021
Conference speaker and participant gifts	August 2021
Conference materials prepared (program, name tags, maps etc)	October 2021
Order/Confirm catering	October 2021
Quarterly Report 2 prepared and submitted	15 October 2021
Hold Emergency Management Conference	October/November 2021
Presentations available on Shire of Dardanup 'YouTube'	December 2021
Debrief/Lessons Learned	December 2021
Quarterly Report 3 prepared and submitted	15 January 2022
Write final report and acquit AWARE Grant.	March 2022
Acquittal to DFES	31 March 2022

D. Financial Responsibilities

The total amount of the Grant is \$30,000.00 (\$0 GST applied).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Department of Fire and Emergency Services will pay \$30,000.00 (no GST applied) on receipt of both a valid tax invoice and a signed Grant Agreement.

Grant Funds will be expended to undertake the project tasks specifically outlined in item B, providing the project did not commence prior to the grant agreement execution date.

Any unexpended funds will be returned to the Department of Fire and Emergency Services within 30 days of the acceptance of the grant acquittal.

The Shire of Dardanup must keep adequate financial accounts and records to enable identification of the grant, payments and receipts.

If requested, the Shire of Dardanup will provide the Department of Fire and Emergency Services with independently audited financial acquittal reports verifying the grant was spent in accordance with this agreement.

E. Reporting

Progress reports

The Grantee agrees to submit suitably certified progress reports in the form specified to DFES's representative within 15 days of the end of each quarter (or as requested) using the following schedule:

Reporting period	Report due
January to March	15 April
April to June	15 July
July to September	15 October
October to December	15 January

Progress reports will include:

- the progress of the project based on milestones, outputs and outcomes
- a statement of income and expenditure to date, certified by the Chief Executive Officer or nominated representative
- details of any possible variations requested
- promotional activities undertaken
- project specific deliverables achieved during reporting period (for example surveys, reports, evidentiary photos)

Final report

The Grantee will submit a final report upon delivery of the Project Outputs and completion of the project which must include:

- a final statement of income and expenditure (exclusive of GST) signed by the Chief Executive Officer or accountable officer and Chief Financial Officer, detailing estimated and actual expenditure, and a record of all income and in-kind contributions

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- project outcomes and outputs and evaluation against key performance indicators
- evidence of acknowledgement including media and promotion
- reports / studies / plans / research etc. produced as part of the project

DFES has a right to request independently audited financial acquittal reports and will advise if this is the case.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mrs Erin Hutchins
Position	Coordinator and Emergency & Ranger Services
Postal/physical address(es)	1 Council Drive PO Box 7016 Eaton WA 6232
Business hours telephone	9757 0346
E-mail	Erin.hutchins@dardanup.wa.gov.au

DFES representative and address

Name of representative	Krissy Jangi
Position	Senior Emergency Management Officer
Postal/physical address(es)	Emergency Services Complex, Stockton Bend, Cockburn Central WA 6164
Business hours telephone	9395 9998
E-mail	aware@dfes.wa.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount (excl. GST)
Shire of Dardanup	Labour (Dedicated staff members (2) to coordinate, plan and roll out project) x 400hrs pp – In-kind	\$35,990.00
Ticket Sales	Sundowner (1hr)	\$5,000.00
Shire of Dardanup / Ticket Sales	Stationary/Resources (programs, name tags, maps, printing etc)	\$1,000.00
Ticket Sales	Key Note Speaker	\$5,000.00
Ticket Sales	Gifts	\$3,000.00
TOTAL		\$49,990.00

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G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then DFES may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 19 of the General Grant Conditions.

G2. Activity budget

G2.1 The Grantee agrees to use the Grant [and any Other Contributions] and undertake the Activity consistent with the following budget:

Description	Funding Source	Total Cost
BREC Venue Hire (including tables/chairs, linen, tea/coffee, catering, audio visual package etc)	AWARE	\$25,000.00
Labour (Dedicated staff members (2) to coordinate, plan and roll out project) x 400hrs pp	In-kind	\$35,990.00
Catering (Morning/Afternoon tea, lunch)	Included in venue hire	\$0.00
Sundowner (1hr)	Ticket Sales	\$5,000.00
Stationary/Resources (programs, name tags, maps, printing etc)	Ticket Sales / In-kind	\$1,000.00
Media for Live Stream, recording and video editing in preparation for YouTube	AWARE	\$5,000.00
Key Note Speaker	Ticket Sales	\$5,000.00
Gifts	Ticket Sales	\$3,000.00
TOTAL		\$79,990.00

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to DFES representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit

G4.1 If requested to do so, the Grantee agrees to provide DFES with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.

G4.2 Independently audited financial acquittal reports must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

G5. Access

Not Applicable

G6. Equipment and assets

Not Applicable

G7. Relevant qualifications or skills

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks required.

G8. Activity specific legislation, policies and industry standards

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) ISO 31000:2009
- (b) *Building and Construction Industry (Improving Productivity) Act 2016*, including ensuring that builders are accredited under the Australian Government Building and Construction WHS Accreditation Scheme
- (c) *Code for the Tendering and Performance of Building Works 2016*, including compliance with the Building Code 2016

G9. DFES Material, facilities and assistance

Not Applicable

G10. Jurisdiction

G10.1 This Agreement is governed by the law of Western Australia.

G11. Grantee trustee of a Trust

Not Applicable

G12. Activity Material

G12.1 The Grantee agrees, on request from DFES, to provide DFES with a copy of any Activity Material in the format reasonably requested by DFES.

G12.2 The Grantee provides DFES a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

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G12.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G12.4 Term G12 survives the termination, cancellation or expiry of the Agreement.

Signatures

Executed as an agreement:

Department of Fire and Emergency Services:

Signed for and on behalf of the Department of Fire and Emergency Services, ABN: 39 563 851 304	
Name:	.....
Position:	.....
Signature:	.....
Date:	.....
Witness Name:	.....
Signature:	.....
Date:	.....

Grantee:

Shire of Dardanup	
Name:	.....
Position:	.....
Signature:	.....
Date:	.....
Witness Name:	.....
Signature:	.....
Date:	.....

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

This program is funded by the Department of Fire and Emergency Services (DFES), and is delivered by the State Emergency Management Committee (SEMC).

The Grantee agrees to acknowledge DFES and in material published in connection with this Agreement.

This will be undertaken by including the DFES and AWARE logos and/or a statement that "this project acknowledges the funding contribution of the Department of Fire and Emergency Services." Amendments to the statement of recognition must be approved by the Grant Administrator.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) must be given by an authorised officer of the Party giving notice;
- (c) may be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving or
 - (ii) sent by email to the email address of the Party receiving the notice;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of email, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to DFES the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to immediately notify DFES of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and informs

DFES of the actions taken to resolve the conflict.

7. Variation

This Agreement may be varied in writing only.

8. Payment of the Grant

8.1 DFES agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 DFES may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 DFES will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent in a way other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to DFES unless agreed otherwise.

10.2 DFES may recover funds if this Agreement is terminated for any reasons outlined in clause 18.

10.3 The amount to be repaid under clause 10.1 or 10.2 may be recovered by invoice.

11. Record keeping

11.1 The Grantee agrees to maintain the following records:

- (i) identify and receipt and expenditure of the Grant [and any other contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (ii) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and report.

11.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies to the State Government representative upon request.

11.3 Under section 17 of the *Auditor General Act 2006* the Auditor General has the right to audit this agreement.

12. Reporting

12.1 The Grantee will provide quarterly progress reports to the Grant Administrator on the progress of the activity.

12.2 Where two consecutive progress reports have not been submitted, a breach of contract may be issued allowing termination under section 18.

12.3 All reporting of financial information is to be certified

by the Chairperson, CEO or equivalent of the Grantee's Organisation.

12.4 The Final Report must:

- (i) identify if and how outcomes have been achieved;
- (ii) include the agreed evidence as specified in the grant agreement;
- (iii) identify the total eligible expenditure incurred; and
- (iv) be submitted within eight (8) weeks of completion in the format provided in the grant agreement.

13. Intellectual Property

13.1 Unless otherwise agreed between DFES and the Grantee in writing, title to and Intellectual Property Rights in Activity Material provided to DFES as part of the Grant Outputs will, upon payment, vest in the State of Western Australia.

13.2 The Grantee must insert a copyright notice into the Grant Outputs in accordance with the form and instructions in Schedule 2. The Grantee must particularise Activity Material and Existing Material, as specified in the instructions in Schedule 2.

13.3 The Grantee must work with DFES (including signing all required documents) to ensure that the Intellectual Property Rights in all Activity Material are legally transferred, assigned and vested in the State of Western Australia.

13.4 The Grantee warrants that the supply of the Project Outputs by the Grantee to DFES under the Grant will not infringe the Intellectual Property Rights of any third-party.

13.5 The Grantee shall, when reproducing third-party intellectual property in the Project Outputs, use its best endeavours to source and choose Existing Material from a third-party that is licensed under a Creative Commons Attribution Licence, or any other type of Creative Commons Licence, in that order. The Grantee must specify this third-party Existing Material in the Table of References in accordance with the instructions in Schedule 2.

13.6 To the extent that the Grantee will reproduce the State of Western Australia's and or the Grantee's Existing Material as part of the Project Outputs, both DFES (for and on behalf of the State of Western Australia) and or the Grantee shall supply, and each is taken to have supplied that material under a Creative Commons Attribution 4.0 Licence. The Grantee must specify this Existing Material in the Table of References in accordance with the instructions in Schedule 2.

14. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by DFES, would be a breach of an Australian Privacy Principle.

15. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

16. Insurance

(Appendix ORD: 12.9A) Schedule 1

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide DFES with proof when requested.

17. Indemnities

17.1 The Grantee indemnifies DFES, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

17.2 The Grantee's obligation to indemnify DFES will reduce proportionally to the extent any act or omission involving fault on the part of DFES contributed to the claim, loss or damage.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

18.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

18.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

19. Termination for default

An Event of Default occurs if:

- (a) the Organisation breaches any of its obligations under this Agreement which continues without remedy for ten (10) business days after notice in writing has been served on the Organisation by DFES;
- (b) the Organisation becomes insolvent or is deemed to be insolvent under the Corporations Act 2001 (Cth); or
- (c) if DFES has reasonable grounds to believe that the Organisation is unwilling or unable to comply with its obligations under this Agreement.

20. Cancellation for convenience

20.1 DFES may cancel this Agreement by notice, due to:

- (a) a change in Government policy; or
- (b) a Change in the Control of the Grantee, which DFES believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

20.3 In the event of cancellation under clause 19.1, DFES will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

20.4 DFES liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and

(b) the total amount of the Grant.

20.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

21. Survival

Clauses 10, 13, 14, 15, 17, 21 and 22 survive termination, cancellation or expiry of this Agreement.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, created or developed by the Grantee as a result of the Activity, but does not include Reporting Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Audit** means the verification and certification the Grant has been spent in accordance with this agreement by either an independent registered company auditor (as defined by the Corporations Act 2001) or the Office of the Auditor General for Western Australia.
- **Auditor** means an accountant in public practice, who is a certified public practitioner (or equivalent) and is a member of either Chartered Accountants Australia and New Zealand (CAANZ), CPA Australia or the Institute of Public Accountants (IPA).
- **Auditor General** means the Auditor General for the State of Western Australia.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **General Grant Conditions** means this document.
- **Grant** means the money, or any part of it, payable by DFES to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means patents, trademarks, service marks, trade names, copyrights, moral rights, trade secrets, industrial designs and other similar rights recognised under Australian law.
- **Party** means the Grantee or DFES.
- **Personal Information** has the same meaning as in the

Privacy Act 1988.

- **Project Outputs** means any Material forming the final product of the Grant, including but not limited to reports, maps, data files (including geospatial data and model files)
- **Reporting Material** means all Material which the Grantee is required to provide to DFES for grant administration and reporting purposes, but does not include Project Outputs

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Instructions

1. Ensure that the hyperlink under the Creative Commons Logo is maintained.
<https://creativecommons.org/licenses/by/4.0/>
2. Replace [Title of document] [Year] with the appropriate content
3. Replace [Year] with the appropriate content
4. Obtain the particulars required by DFES for inclusion under the heading: **Further Information**
5. In the Disclaimer section, replace [Grantee] with the appropriate content.
6. You are required to particularise the Existing Material (this includes third party material and material provided by the SEMC/Purchaser) that is **incorporated** into the Project Outputs, in a Table of References. (See above and Clause 12) Each reference shall particularise the title of the material being reproduced, Author or Copyright Holder, Year of Publication, Page number (if appropriate), Copyright Licence (if any - E.g. CC Attribution Licence), or 'All Rights Reserved'

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Further Information

For further information about the copyright in this document, please contact:

Department of Fire and Emergency Services

20 Stockton Bend

Cockburn Central WA 6164

Info@DFES.wa.gov.au

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You should obtain professional advice before making decisions based upon the contents of this document.

RISK ASSESSMENT TOOL									
OVERALL RISK EVENT:		Failure to accept, or comply with the conditions of, the AWARE Grants Program 2020-2021.							
RISK THEME PROFILE:		8 - Errors, Omissions and Delays							
RISK ASSESSMENT CONTEXT:		Operational							
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL			RESIDUAL RISK RATING
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING	
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	Failure to comply with the conditions will result in the declining of grant funding payment causing financial losses.	Minor (2)	Unlikely (2)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	Failure to comply with the conditions will result in the termination of the agreement for default.	Catastrophic (5)	Rare (1)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	Not required.
REPUTATIONAL	Failure to accept the grant funding or comply with the conditions may jeopardise future grant applications made by the Shire.	Minor (2)	Rare (1)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.

Lodged in the office of the
Commissioner for
Consumer Protection on the

14 DEC 2020



**BUNBURY
GEOGRAPHE**
Economic Alliance

RULES

Revised: November 2020

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RULES FOR INCORPORATED ASSOCIATION

1. Name of Association

The name of the Association is “Bunbury Geographe Economic Alliance Inc”.

2. Definitions

In these rules, unless the contrary intention appears:

“**Act**” means the *Associations Incorporation Act 1987*;

“**Annual General Meeting**” means the General Meeting of the Association required in accordance with Section 50 of the Act;

“**Association**” means the Association named in rule 1;

“**Board**” means the Board of Management;

“**Board Meeting**” means a meeting of the Board referred to in rule 15(1);

“**Board Member**” means a person referred to in rule 10(1) who is from time to time a duly elected member of the Board;

“**Board of Management**” means the Board of Management of the Association referred to in rule 10(1);

“**Business Member**” means a member that is a private sector business trading entity (including, without limitation, a company, trust, partnership or sole trader);

“**Chairperson**” means, the person elected to that position from time to time and includes Deputy Chairperson or the person who from time to time in the absence of the elected persons fulfils the function of a Chairperson;

“**Chief Executive Officer**” means the person appointed by the Board to be Chief Executive Officer of the Association;

“**financial year**” means 1 July to 30 June in each year unless otherwise required by the Act in which case the requirements of the Act will prevail;

“**general meeting**” means a meeting of members convened under rule 16;

“**Local Government Member**” means a member, which is a local government as defined in the *Local Government Act 1995 as amended*;

“**member**” means a member of the Association as provided for in rule 5 of the Rules;

“**ordinary resolution**” means a resolution passed by a simple majority of votes cast at a duly convened meeting of the Board or Association as the case requires;

“**person**” includes a natural person, company, trust, incorporated or unincorporated association or member;

“Public Sector Member” means a member, which is (or is part of or operates under the auspices of) a State or Commonwealth Government Department or instrumentality including corporations created by statute;

“the Region” means the geographical area comprising the aggregate of the municipal districts of the Shires of Capel, Collie, Dardanup, Donnybrook-Balingup, Harvey and the City of Bunbury;

“the Secretary” means the person from time to time elected to that position or may be the Chief Executive Officer when appointed to the position by the Board;

“special committee” means a special committee or special committees established by the Board under rule 10(10);

“special resolution” means a resolution passed by a THREE QUARTERS ($\frac{3}{4}$) majority of all votes which could be cast if all members entitled to vote were present and voted;

“the Treasurer” means the person from time to time elected to that position;

3. Objects of Association

- (1) The objects of the Association are to:
 - (a) Foster and undertake actions that will support sustainable growth and development of the Region;
 - (b) Build on the existing social, economic and environmental capacity of the Region and to plan and create a sustainable future for community wellbeing; and
 - (c) Work collaboratively with stakeholders for mutual benefit.
- (2) The property and income of the Association shall be applied solely towards the promotion of the objects of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those objects.
- (3) A payment may be made to a member out of the funds of the Association only if it is authorised under subrule (4).
- (4) A payment to a member out of the funds of the Association is authorised if it is:
 - (a) The payment in good faith to the member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of business; or
 - (b) The payment of interest, on money borrowed by the Association from the member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or

- (c) The payment of reasonable rent to the member for premises leased by the member to the Association; or
- (d) The reimbursement of reasonable expenses properly incurred by the member on behalf of the Association.

4. Powers of Association

The Powers of the Association are those conferred on the Association by Section 14 of the Act and such other powers as are reasonably required to be exercised by the Association to achieve its objects and which are not contrary to anything expressly provided for in these Rules or in the Act.

5. Qualifications for Membership of Association

- (1) Membership of the Association is open to persons willing to be considered by the Board as eligible for membership of the Association and who meet any requirements for eligibility to categories of membership as determined by the Board.
- (2) There will be THREE (3) categories of membership (and any other categories of membership determined by the Board) which will be:
 - (a) Business Members;
 - (b) Public Sector Members; and
 - (c) Local Government Members.
- (3) A person that wishes to become a member of the Association shall apply for membership to the Board in writing:
 - (a) Signed by a representative of the applicant;
 - (b) In such form as the Board from time to time directs; and
 - (c) In the application, provide to the Board such information concerning the applicant as the Board from time to time prescribes as being required of applicants or the applicant;
- (4) The Board shall consider each application made under subrule (3) at a Board Meeting and shall at the Board Meeting or a subsequent Board Meeting accept or reject that application.
- (5) The Board may delay its consideration of an application if the Board considers that any matter relating to the application needs to be clarified by the applicant or that the applicant needs to provide further information in support of the application.
- (6) The Board must notify the applicant of the Board's decision to accept or reject the application as soon as practicable after making the decision.

- (7) If the Board rejects the application, the Board is not required to give the applicant its reasons for doing so and there will be no appeal from the decision of the Board.

6. Register of Members of Association

- (1) The Secretary shall on behalf of the Association keep and maintain the register of members of the Association and their postal, residential and email addresses.
- (2) Upon the written request of a member of the Association, the Secretary shall make the register of members available for the inspection by the member and the member may make a copy of or take an extract from the register but shall not:
 - (a) Use information contained in the register of members for purposes which are not related to the affairs of the Association;
 - (b) Copy or disclose information contained in the register of members except as permitted by these rules; or
 - (c) Remove the register of members from the location at which it is kept by the Association.
- (3) The Board may require the member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purpose is connected with the affairs of the Association.
- (4) The Secretary shall cause the name of a person who dies or who ceases to be a member to be deleted from the register of members referred to in rule 6(1).

7. Subscriptions of Members of Association

- (1) The Board shall from time to time by ordinary resolution determine the amount of the annual subscription to be paid by each member and may determine different subscriptions for different categories of member
- (2) Each member shall pay to the Treasurer, annually on or before 1 July or such other date as the Board from time to time determines, the amount of the subscription determined under subrule (1).
- (3) Subject to subrule (4), a member whose subscription is not paid within THREE (3) months after the relevant date fixed by or under subclause (2) ceases on the expiry of that period to be a member.
- (4) A member is a financial member for the purposes of these rules if the member's subscription is paid on or before the relevant date fixed by or under subrule (2) or within THREE (3) months thereafter.

8. Resignation of Members of Association

- (1) A member who delivers notice in writing of his or her resignation from the Association to the Secretary or a Board Member ceases on that delivery to be a member.
- (2) A member who ceases to be a member under subrule (1) remains liable to pay to the Association the amount of any subscription due and payable by that person to the Association for the whole of the membership year in which the resignation occurs if unpaid at the date of that cessation and no pro-rata refund of subscription fees applies.

9. Suspension and Expulsion of Members of Association

- (1) If the Board considers that a member should be suspended or expelled from membership of the Association because the member's conduct is contrary to these Rules or the member acts detrimentally to the interests of the Association, the Board shall communicate, in writing, to the member:
 - (a) Notice of the proposed suspension or expulsion and of the time, date and place of the Board Meeting at which the question of that suspension or expulsion will be decided; and
 - (b) The grounds on which the proposed suspension or expulsion is based; and
 - (c) That the member, or the member's representative, may attend the Board Meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the proposed suspension or expulsion not less than THIRTY (30) days before the date of the Board Meeting referred to in subrule 1(a).
- (2) At the Board Meeting referred to in subrule 1(a), the Board must:
 - (a) Give the member, or the member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the proposed suspension or expulsion; and
 - (b) Give due consideration to any submissions so made; and
 - (c) Decide:
 - (i) Whether or not to suspend the member's membership and, if the decision is to suspend the membership, the period of suspension; or
 - (ii) Whether or not to expel the member from the Association.
- (3) Subject to rule 9(6), a decision of the Board to suspend the member's membership or to expel the member from the Association takes immediate effect.

- (4) The Board must give the member written notice of the Board's decision, but is not required to give reasons for the decision, within 7 days after the Board Meeting at which the decision is made.
- (5) A member who is suspended or expelled under subrule (2) from membership of the Association shall, if he, she or it wishes to appeal against that suspension or expulsion, give notice to the Secretary of his or her intention to do so within the period of FOURTEEN (14) days from receipt of the Board's decision under subrule (4).
- (6) When notice is given under subrule (5):
 - (a) The Association in a General Meeting may, after having afforded the member who gave that notice a reasonable opportunity to be heard by, or to make representations in writing to, the Association in the General Meeting, confirm or set aside the decision of the Board to suspend or expel that member; and
 - (b) The member who gave that notice does not cease to be a member, and the period of suspension of membership does not commence,, unless and until the decision of the Board to suspend or expel the member is confirmed under this subrule.
- (7) During the period a member's membership is suspended, the member:
 - (a) Loses any rights (including voting rights) arising as a result of membership; and
 - (b) Is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to the Association.
- (8) When a member's membership is suspended, the Secretary must record in the register of members:
 - (a) That the member's membership is suspended;
 - (b) The date on which the suspension takes effect; and
 - (c) The period of the suspension.
- (9) When the period of the suspension ends, the Secretary must record in the register of members that the member's membership is no longer suspended.
- (10) When a member is expelled from membership, the Secretary must record in the register of members the date of expulsion from membership.

10. The Board

- (1) The affairs of the Association shall be managed exclusively by the Board which shall comprise of a Chairperson, Deputy Chairperson, Treasurer and TWO (2) to FOUR (4) other representatives of members of the Association.
- (2) Board Members will comprise a mix of natural person representatives nominated by Local Government Members, Public Sector Members and Business Members.

- (3) The Board will appoint a Board membership advisory committee from time to time comprising at least one Board Member and at least one person who is not a member or affiliated with a member of the Association. The number of members of the advisory committee will otherwise be within the discretion of the Board.
- (4) The Board membership advisory committee will:
 - (a) Consider the skills required of Board Members for the proper governance of the Association;
 - (b) Consider the suitability of potential Board Members having regard to the requirements of the Association, for which purpose the advisory committee may communicate with the Board and consider planning documents including the Strategic Plan and associated Business Action Plans of the Association and the existing skills and capabilities of Board Members; and
 - (c) Make recommendations to the Board and the members of the Association in respect of the nomination and appointment of Board Members.
- (5) The Chief Executive Officer will hold a non-voting position and attend Board Meetings in an ex-officio capacity. The Chief Executive Officer will not be included as part of determining a meeting quorum.
- (6) The terms of office of Board Members shall be for TWO (2) years with approximately ONE (1) half of the Board retiring each year.
- (7) Retiring Board Members are eligible to renominate.
- (8) The Board will, at the first Board meeting following the Annual General Meeting, determine the initial term of each Board member, being either TWO (2) years or ONE (1) year [as described in Clause 10 (6)].
- (9) The Board may create committees to assist the Board with the conduct of its business, or to carry out any functions of the Association, and the terms of operation and the constitution of those committees will, subject to these Rules, be in the discretion of the Board. In addition to such committees, there will be TWO (2) Executive Committees as follows:
 - (a) The Local Government Executive Committee will consist of ONE (1) natural person representing (and nominated by) each Local Government Member who must at the time of their appointment and throughout their tenure each be the Mayor or President of the Local Government Member or their nominee approved by the Board.
 - (b) The Private Sector Executive Committee will consist of natural person representatives nominated by Business Members and should reflect industry clusters within the Business Members of the Association.
 - (c) The Board will determine the number of members of the committees.
 - (d) The Board may co-opt members to the committees in its discretion.

- (e) The Chair of each Executive Committee will be elected by the Committee and will sit on the Board.
 - (f) It will be the role of the committee Chairs and the Chief Executive Officer to brief the committees on the deliberations of the Board where it is relevant to do so and to ensure a strong flow of communication between the Board and the committees.
 - (g) Committees may make recommendations to the Board but will not have decision making powers which are binding on the Association.
- (10) The Board may adopt a code of conduct, procedures manual, bylaws, standing orders, policies and similar requirements for the governance and management of the Association, which will be binding on the Board and the members of the Association. The delegation of powers by the Board to the Chief Executive Officer may be determined and limited by policy determined by the Board;
- (11) Election of Board Members:
- (a) It will be a function of the Annual General Meeting to elect the Board.
 - (b) Subject to rule 14, a person is not eligible for election to membership of the Board unless a member has nominated him or her for election by delivering notice in writing of that nomination, signed by the nominator and the nominee to signify his or her willingness to stand for election, to the Secretary not less than TWENTY EIGHT (28) days before the day on which the Annual General Meeting concerned is to be held.
 - (c) A person who is eligible for election or re-election under this rule may at the Annual General Meeting concerned propose or second himself or herself for election or re-election and vote for himself or herself.
 - (d) The Secretary shall ensure that notice of all persons seeking election to membership of the Board is given to all members when notice is given to those members of the calling of the Annual General Meeting at which that election is to be held.
 - (e) If the number of persons nominated for election to membership of the Board does not exceed the number of vacancies in that membership to be filled, the Secretary shall report accordingly to the Chairperson and the Chairperson shall declare those persons to be duly elected as Board Members at the Annual General Meeting concerned.
- (12) Election of Officeholders:
- (a) At the first Board meeting after each Annual General Meeting (which shall occur immediately at the end of each Annual General Meeting) and successively each year thereafter, the first item of business of the Board shall be to elect the Chairperson, Deputy Chairperson, Treasurer and Secretary (or alternatively appoint the Chief Executive Officer as Secretary).
 - (b) Until such time as a Chair of the Board is appointed pursuant to subrule (13)(a), ONE (1) Board Member who is a representative of a Local Government Member shall chair the Board Meeting:

- (c) The method of election of officeholders of the Board will be to seek nominations from Board Members and in this respect a Board Member may nominate themselves and may vote for themselves. The successful nominee will be the member who receives the most votes.

- (13) Board Members who are absent from a Board Meeting may vote on business of the Board Meeting by proxy, provided that the proxy is in written form, nominates the proxy for the Board Member and states whether the proxy is to vote for or against a motion (or to abstain) or in such manner as the proxy elects. A copy of any proxy form shall be given to the Secretary.

11. Chairperson

- (1) Subject to this rule, the Chairperson shall preside at all General Meetings and Board Meetings.
- (2) In the event of the absence of the Chairperson, the Deputy Chairperson shall preside. In the absence of the Chairperson and Deputy Chairperson, a Board Member elected by other Board Members shall preside.

12. Secretary

The Secretary shall:

- (a) Co-ordinate the correspondence of the Association;
- (b) Keep full and correct minutes of the proceedings of the Board and of the Association;
- (c) Comply on behalf of the Association with:
 - (i) Rule 6(1) and Section 53 of the Act in respect of the register of members of the Association;
 - (ii) Section 35 of the Act in respect of the rules of the Association; and
 - (iii) Section 58 of the Act in respect of the record of the officeholders, and any trustees, of the Association;
- (d) Have custody of all books, documents, records and registers of the Association, including those referred to in rule 12(c), other than those required by rule 13 to be kept and maintained by, or in the custody of, the Treasurer; and
- (e) Perform such other duties as are imposed by these rules on the Secretary.

13. Treasurer

The Treasurer shall at least quarterly keep the Board informed of appropriate accounting procedures and financial management controls for the proper governance and management of the financial obligations of the Association, including where appropriate by delegation to the Chief Executive Officer, and including in respect of:

- (a) Collecting and accounting for all moneys paid to or received on behalf of the Association and issuing receipts for those moneys in the name of the Association;
- (b) Paying all moneys referred to in subrule (a) into such account or accounts of the Association as the Board may from time to time direct;
- (c) Making payments from the funds of the Association with the authority of a General Meeting or of the Board and in so doing;
- (d)
 - (i) Keeping such accounting records as correctly record and explain the financial transactions and financial position of the Association;
 - (ii) Keeping the Association's accounting records in such a manner that will enable true and fair accounts of the Association to be prepared from time to time;
 - (iii) Keeping the Association's accounting records in such manner which will enable true and fair accounts of the Association to be conveniently and properly audited; and
 - (iv) Ensuring that the Association complies with the requirements of Part 5 of the Act.
- (e) Whenever directed to do so by the Chairperson, submitting to the Board a report, balance sheet or financial statement in accordance with that direction;
- (f) Having custody of all securities, books and documents of a financial nature and accounting records of the Association; and
- (g) Performing such other duties as are imposed by these rules on behalf of the Treasurer.

14. Casual Vacancies in Board Membership

- (1) A casual vacancy occurs in the office of a Board Member and that office becomes vacant if the Board Member:
 - (a) Dies;
 - (b) Resigns by notice in writing delivered to the Secretary or, if the member is the Secretary then to the Chairperson;
 - (c) Is no longer a representative of a member of the Association as advised by the relevant member in writing to the Secretary or Chairperson if that person is the Secretary;
 - (d) Is convicted of an offence under the Act;
 - (e) Is permanently incapacitated by mental or physical ill-health;
 - (f) Is absent from more than THREE (3) Board Meetings in the same financial year; or

- (g) Ceases to be a member of the Association (or the member which the Board Member represents ceases to be a member of the Association).
- (2) When a casual vacancy occurs in the membership of the Board:
 - (a) The Board may appoint a member to fill that vacancy (in consideration of the process detailed in Clause 10 (4) above); and
 - (b) A member appointed under this subrule shall:
 - (i) Hold office until the commencement of; and
 - (ii) Be eligible for election to membership of the Board at the next Annual General Meeting.

15. Proceedings of Board

- (1) The Board shall meet together for the dispatch of business not less than FOUR (4) times per annum.
- (2) Each Board Member has ONE (1) deliberative vote only.
- (3) A question arising at a Board Meeting shall be decided by a majority of votes, but, if there is an equality of votes, the Chairperson shall have a casting vote in addition to his or her deliberative vote.
- (4)
 - (a) At a Board Meeting one half of the total number of Board Members plus one member constitutes a quorum.
 - (b) If within THIRTY (30) minutes after the time specified for the holding of a meeting a quorum is not present:
 - (i) The meeting lapses; or
 - (ii) The meeting stands adjourned to the same time on the same day in the following week at the same venue. If, at the adjourned meeting at the same time on the same day of the following week at the same venue, a quorum is not present within THIRTY (30) minutes, the members who are present in person or by proxy may nevertheless proceed with the business of that General Meeting as if a quorum were present.
- (5) Subject to these rules, the procedure and order of business to be followed at a Board Meeting shall be determined by the Board Members present at the Board Meeting.
- (6) The presence of a Board Member at a Board Meeting need not be by attendance in person but may be by that Board Member and each other Board Member at the meeting being simultaneously in contact by telephone or other means of instantaneous communication.

- (7) A Board Member who participates in a Board Meeting as allowed under subrule (6) is taken to be present at the meeting and, if the member votes at the meeting, the member is taken to have voted in person.
- (8) A Board Member having any material personal interest referred to in Section 42 of the Act shall comply with that section.
- (9) A Board Member must not publish, or cause to be published, any statement about the business conducted by the Association at a Board Meeting unless:
 - (a) The Board Member has been authorised to do so at a Board Meeting; and
 - (b) The authority given to the Board Member has been recorded in the minutes of the Board Meeting at which it was given.

16. General Meetings

- (1) The Board:
 - (a) May at any time convene a special General Meeting;
 - (b) Shall hold an Annual General Meeting in every calendar year within SIX (6) months after the end of the Association's financial year and;
 - (c) Shall, within THIRTY (30) days of:
 - (i) Receiving a request in writing to do so from not less than THREE (3) members of the Association, convene a special General Meeting for the purpose specified in that request; or
 - (ii) The Secretary receiving a notice under rule 9(5) shall convene a special General Meeting for the purpose of dealing with the appeal to which that notice relates.
- (2) The members making a request referred to in subrule (1)(c)(i) shall:
 - (a) State in that request the purpose for which the special General Meeting concerned is required; and
 - (b) Sign that request.
- (3) If a special General Meeting is not convened within the relevant period of THIRTY (30) days referred to:
 - (a) In subrule (1)(c)(i), the members who made the request concerned may themselves convene a special General Meeting as if they were the Board; or
 - (b) In subrule (1)(c)(ii), the member who gave the notice concerned may himself convene a special General Meeting as if the member was the Board.

- (4) A special General Meeting convened by members under subrule (3):
 - (a) Must be held within THREE (3) months after the date the original request was made; and
 - (b) May only consider the business stated in the notice by which the request was made.
- (5) When a special General Meeting is convened under subrule (3):
 - (a) The Board shall ensure that the members or member convening the special General Meeting are supplied free of charge with particulars of all members; and
 - (b) The Association shall pay the reasonable expenses of convening and holding the special General Meeting.
- (6) The Secretary shall give to all members not less than FOURTEEN (14) days' notice of a General Meeting and of any motions to be moved at the General Meeting, except that where a special resolution is proposed the period of notice shall be not less than TWENTY ONE (21) DAYS.
- (7) A notice given under subrule (6) shall specify:
 - (a) When and where the General Meeting concerned is to be held;
 - (b) Particulars of the business to be transacted at the General Meeting concerned and of the order in which that business is to be transacted;
 - (c) If the meeting is the Annual General Meeting, include the names of the members who have nominated for election to the Board under rule 10(12); and
 - (d) If a special resolution is proposed:
 - (i) Set out the wording of the proposed resolution as required by Section 51(4) of the Act; and
 - (ii) State that the resolution is intended to be proposed as a special resolution.
- (8) Proxies:
 - (a) Notice of a General Meeting given to a member under rule 16(7) must:
 - (i) State that the member may appoint an individual who is a member or a representative of a member as a proxy for the meeting; and
 - (ii) Include a copy of any form that the Board has approved for the appointment of a proxy.
 - (b) The appointment of a proxy must be in writing and signed by the member making the appointment.

- (c) The member appointing the proxy may give specific directions as to how the proxy is to vote on his or her behalf.
 - (d) If no instructions are given to the proxy, the proxy may vote on behalf of the member in any matter as the proxy sees fit.
 - (e) If the Board has approved a form for the appointment of a proxy, the member may use that form or any other form:
 - (i) That clearly identifies the person appointed as the member's proxy; and
 - (ii) That has been signed by the member.
 - (f) A form appointing a proxy must be given to the Secretary before the commencement of the General Meeting for which the proxy is appointed.
 - (g) A form appointing a proxy sent by post or electronically is of no effect unless it is received by the Association not later than TWENTY FOUR (24) hours before the commencement of the meeting.
- (9) Service of notices:
- (a) The Secretary may give a notice under subrule (6) by:
 - (i) Serving it on a member personally;
 - (ii) Sending it by post to a member at the address of the member; or
 - (iii) Sending it by electronic transmission to an electronic address of the member.
 - (b) When a notice is sent by post under subrule 9(a)(ii), sending of the notice shall be deemed to be properly effected if the notice is sufficiently addressed and posted to the member concerned by ordinary prepaid mail.
 - (c) When a notice is sent by electronic transmission under subrule 9(a)(iii), sending of the notice shall be deemed to be properly effected if a delivery receipt confirms the delivery of the notice.

17. Quorum in Proceedings at General Meetings

- (1) A minimum of SIX (6) Business Members and a minimum of THREE (3) Local Government Members (being members entitle to vote under these Rules at a General Meeting) will constitute a quorum for the conduct of business at a General Meeting. The Chief Executive Officer will not be included as part of a meeting quorum.
- (2) If within THIRTY (30) minutes after the time specified for the holding of a General Meeting in a notice given under rule 16(6):

- (a) As a result of a request or notice referred to in rule 16(1)(c) or as a result of action taken under rule 16(3) a quorum is not present, the General Meeting lapses; or
 - (b) Otherwise than as a result of a request, notice or action referred to in paragraph (a), the General Meeting stands adjourned to the same time on the same day in the following week and to the same venue.
- (3) If within THIRTY (30) minutes of the time appointed by subrule (2)(b) for the resumption of an adjourned General Meeting a quorum is not present, the members who are present in person or by proxy may nevertheless proceed with the business of that General Meeting as if a quorum were present.
- (4) The Chairperson may, with the consent of a General Meeting at which a quorum is present, and shall, if so directed by such a General Meeting, adjourn that General Meeting from time to time and from place to place.
- (5) There shall not be transacted at an adjourned General Meeting any business other than business left unfinished or on the agenda at the time when the General Meeting was adjourned.
- (6) When a General Meeting is adjourned for a period of THIRTY (30) days or more, the Secretary shall give notice under rule 16 of the adjourned General Meeting as if that General Meeting were a fresh General Meeting.

18. Proceedings at General Meetings

- (1) At a General Meeting:
- (a) Each member will have ONE (1) vote;
 - (b) An ordinary resolution put to the vote shall be decided by a majority of votes cast on a show of hands; and
 - (c)
 - (i) A special resolution put to the vote shall be decided if it is passed by a majority of not less than THREE QUARTERS ($\frac{3}{4}$) of the members of the Association who are entitled under the rules of the Association to vote and vote in person or, where proxies or postal votes are allowed by the Rules of the Association, by proxy or postal vote, at a General Meeting of which notice specifying the intention to propose the resolution as a special resolution was given in accordance with those rules.
 - (ii) At a meeting at which a resolution proposed as a special resolution is submitted, a declaration by the person presiding that the resolution has been passed as a special resolution shall be evidence of the fact unless, during the meeting at which the resolution is submitted, a poll is demanded in accordance with the rules of the Association or, if the rules do not make provision as to the manner in which a poll may be demanded, by at least THREE (3) members of the Association present in person or, where proxies are allowed, by proxy.

- (iii) A declaration by the person presiding as to the result of a poll taken under rule 18(c) (ii) is evidence of the matter so declared.
- (2) A declaration by the Chairperson at a General Meeting that a resolution has been passed as an ordinary resolution thereat shall be evidence of that fact unless, during the General Meeting at which the resolution is submitted, a poll is demanded in accordance with subrule (9).
- (3) At a General Meeting, a poll may be demanded by the Chairperson at the General Meeting or by THREE (3) or more members present in person or by proxy and, if so demanded, shall be taken in such manner as the Chairperson directs.
- (4) If a poll is demanded and taken under subrule (9) in respect of an ordinary resolution, a declaration by the Chairperson of the result of the poll is evidence of the matter so declared.
- (5) A poll demanded under subrule (4) on the election of a person to preside over a General Meeting or on the question of an adjournment shall be taken forthwith on that demand being made.
- (6) In the case of an Annual General Meeting, the order in which business is to be transacted is:
 - (a) First, the election of Board Members to replace outgoing Board Members;
 - (b) Second, the consideration of the accounts and reports of the Board; and
 - (c) Third, any other business requiring consideration by the Association in a General Meeting.

19. Minutes of Meetings of Association

- (1) The Secretary shall cause proper minutes of all proceedings of all General Meetings and Board Meetings to be taken and then to be entered within THIRTY (30) days after the holding of each General Meeting or Board Meeting, as the case requires, in a minute book kept for that purpose.
- (2) The Chairperson shall ensure that the minutes taken of a General Meeting or Board Meeting under subrule (1) are checked and signed as correct by the Chairperson of the General Meeting or Board Meeting to which those minutes relate or of the next succeeding General Meeting or Board Meeting, as the case requires.
- (3) When minutes have been entered and signed as correct under this rule, they shall, until the contrary is proved, be evidence that:
 - (a) The General Meeting or Board Meeting to which they relate (in this subrule called “the meeting”) was duly convened and held;
 - (b) All proceedings recorded as having taken place at the meeting did in fact take place thereat; and

- (c) All appointments or elections purporting to have been made at the meeting have been validly made.

20. Rules of Association

- (1) The Association may alter or rescind these rules, or make rules additional to these rules, in accordance with the procedure set out in Part 2 Division 3 of the Act.
- (2) These rules bind every member and the Association to the same extent as if every member and the Association had signed and sealed these rules and agreed to be bound by all their provisions.

21. Common Seal of Association

- (1) The Association may execute a document without using a common seal if the document is signed by:
 - (a) TWO (2) Board members; or
 - (b) ONE (1) Board member and a person authorised by the Board.
- (2) If the Association has a common seal:
 - (a) The name of the Association must appear in legible characters on the common seal; and
 - (b) A document may only be sealed with the common seal by the authority of the Board and in the presence of:
 - (i) TWO (2) Board members; or
 - (ii) ONE (1) Board member and a person authorised by the Board, and each of them is to sign the document to attest that the document was sealed in their presence.
- (3) The Secretary must make a written record of each use of the common seal.
- (4) The common seal must be kept in the custody of the Secretary or another Board Member authorised by the Board.

22. Inspection of Records, etc. of Association

- (1) Subrule (2) applies to a member who wants to inspect:
 - (a) The register of members under Section 54(1) of the Act; or
 - (b) The record of the names and addresses of Board Members, and other persons authorised to act on behalf of the Association, under Section 58(3) of the Act; or
 - (c) Any other record or document of the Association.
- (2) The member must contact the Secretary to make the necessary arrangements for the inspection.

- (3) The inspection must be free of charge.
- (4) If the member wants to inspect a document that records the minutes of a Board meeting, the right to inspect that document is subject to any decision the Board has made about minutes of Board meetings generally, or the minutes of a specific Board Meeting, being available for inspection by members.
- (5) The member may make a copy of or take an extract from a record or document referred to in subrule (1)(c) but does not have a right to remove the record or document for that purpose.
- (6) A member must not use any record or information obtained by the member under this rule for any purpose not related to the affairs of the Association.
- (7) The Board may require the member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purpose is connected with the affairs of the Association.

23. Distribution of Surplus Property on Winding Up of Association

- (1) In this rule:

surplus property, in relation to the Association, means property remaining after satisfaction of:
 - (a) The debts and liabilities of the Association; and
 - (b) The costs, charges and expenses of winding up or cancelling the incorporation of the Association, but does not include books relating to the management of the Association.
- (2) On the cancellation of the incorporation or the winding up of the Association, its surplus property must be distributed as determined by special resolution by reference to the persons mentioned in Section 24(1) of the Act.

24. Financial Year

The Association's financial year will be the period of TWELVE (12) months commencing on 1 July and ending on 30 June of each year.

25. Resolving Disputes

- (1) *Party to a dispute* includes a person:
 - (a) Who is a party to the dispute; and
 - (b) Who ceases to be a member within SIX (6) months before the dispute has come to the attention of each party to the dispute.
- (2) The parties to a dispute must attempt to resolve the dispute between themselves within FOURTEEN (14) days after the dispute has come to the attention of each party.

- (3) How grievance procedure is started:
- (a) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by rule 26(2), any party to the dispute may start the grievance procedure by giving written notice to the Secretary of:
 - (i) The parties to the dispute; and
 - (ii) The matters that are the subject of the dispute.
 - (b) Within TWENTY-EIGHT (28) days after the Secretary is given the notice, a Board Meeting must be convened to consider and determine the dispute.
 - (c) The Secretary must give each party to the dispute written notice of the Board Meeting at which the dispute is to be considered and determined at least SEVEN (7) days before the meeting is held.
 - (d) The notice given to each party to the dispute must state:
 - (i) When and where the Board Meeting is to be held; and
 - (ii) That the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute.
 - (e) If —
 - (i) The dispute is between one or more members and the Association; and
 - (ii) Any party to the dispute gives written notice to the Secretary stating that the party:
 - (a) Does not agree to the dispute being determined by the Board; and
 - (b) Requests the appointment of a mediator under rule 26(3) to (6), the Board must not determine the dispute.
- (4) Determination of dispute by Board:
- (a) At the Board Meeting at which a dispute is to be considered and determined, the Board must:
 - (i) Give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute; and
 - (ii) Give due consideration to any submissions so made; and
 - (iii) Determine the dispute.

- (b) The Board must give each party to the dispute written notice of the Board's determination, and the reasons for the determination, within SEVEN (7) days after the Board Meeting at which the determination is made.
- (c) A party to the dispute may, within FOURTEEN (14) days after receiving notice of the Board's determination under subrule (4)(a)(iii), give written notice to the Secretary requesting the appointment of a mediator under rule 23.
- (d) If notice is given under subrule (4)(c), each party to the dispute is a party to the mediation.

26. Mediation

- (1) This rule applies if written notice has been given to the Secretary requesting the appointment of a mediator by a party to a dispute under rule 25(3)(e)(ii)(a) or 25(4)(c).
- (2) If this rule applies, a mediator must be chosen or appointed under rule 26(3) to (6).
- (3) The mediator must be a person chosen by agreement between the parties to the dispute.
- (4) If there is no agreement for the purposes of subrule (3), then, subject to subrules (5) and (6), the Board must appoint the mediator.
- (5) The person appointed as mediator by the Board must be a person who acts as a mediator for another not-for-profit body, such as a community legal centre.
- (6) The person appointed as mediator by the Board may be a member or former member of the Association but must not:
 - (a) Have a personal interest in the matter that is the subject of the mediation; or
 - (b) Be biased in favour of or against any party to the mediation.
- (7) Mediation process:
 - (a) The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.
 - (b) Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least FIVE (5) days before the mediation takes place.
 - (c) In conducting the mediation, the mediator must:
 - (i) Give each party to the mediation every opportunity to be heard; and

- (ii) Allow each party to the mediation to give due consideration to any written statement given by another party; and
- (iii) Ensure that natural justice is given to the parties to the mediation throughout the mediation process.
- (d) The mediator cannot determine the matter that is the subject of the mediation.
- (e) The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.
- (f) The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

RISK ASSESSMENT TOOL

OVERALL RISK EVENT: Bunbury Geographe Economic Alliance (BGEA) Membership

RISK THEME PROFILE:

6 - Engagement Practices

RISK ASSESSMENT CONTEXT: Strategic

CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	Not renewing membership would eliminate the cost sharing benefits and opportunities.	Minor (2)	Possible (3)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	No risk event identified for this category.	Not Required - No Risk Identified	No risk event identified for this category.	No risk event identified for this category.	Not Required - No Risk Identified	Not Required - No Risk Identified
LEGAL AND COMPLIANCE	No risk event identified for this category.	Not Required - No Risk Identified	No risk event identified for this category.	Not Required - No Risk Identified	No risk event identified for this category.	No risk event identified for this category.	Not Required - No Risk Identified	Not Required - No Risk Identified
REPUTATIONAL	Not supporting the surrounding Councils in investigating options for economic benefit would negatively impact on the Shire reputational.	Minor (2)	N/A	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	No risk event identified for this category.	Not Required - No Risk Identified	No risk event identified for this category.	No risk event identified for this category.	Not Required - No Risk Identified	Not Required - No Risk Identified



**BUNBURY
GEOGRAPHE**
Economic Alliance

2020-2023 STRATEGIC PLAN

WA's Lifestyle Region: Where Everything Connects

By 2050 Bunbury Geographe will be a diversified, creative, vibrant and connected region, internationally recognised for its quality of life and environmental sustainability; "a good place to do business".

VISION MISSION	VISION	MISSION
	<p>BGEA is the peak economic advocacy voice in the region and will facilitate growth in the Bunbury Geographe economy in a collaborative, strategic public – private alliance. We are professional, informed, influential, effective, demonstrate strong regional leadership and 'speak with one voice'.</p>	<p>BGEA's mission is to be the lead economic development organisation that will drive and facilitate economic development and support lifestyle and liveability throughout the Bunbury Geographe region.</p>

CORE ROLE	IDENTIFY	CONNECT	ADVOCATE	MOBILISE
	<p>Identify and attract strategic opportunities internally and externally for the Bunbury Geographe Region's businesses and industry to realise its full potential by facilitating active collaboration and positive cooperation.</p>	<p>Connect through a 'business friendly' approach, project proponents, governments and key stakeholders to ensure economic development prospects and priorities are maximised and assisted to a successful outcome. Be the conduit and offer a 'concierge service' between the private sector and all tiers of government for regional jobs, growth and investment.</p>	<p>Be a strong unified voice through a united public-private alliance for economic development and regional recognition on behalf of the Geographe Region. Actively participate in core economic development activities and initiatives to enhance regional infrastructure and lifestyle. Inform and influence all tiers of government to achieve successful economic outcomes in key priority areas.</p>	<p>Mobilise the necessary resources and information to achieve sustainable strategic development results. Facilitate and promote economic development activities and priorities in collaboration with key stakeholders to encourage investment, funding, business growth and regional confidence.</p>

PRIORITIES	1 REGIONAL INFRASTRUCTURE	2 MAKE BUNBURY GEOGRAPHE ATTRACTIVE TO BUSINESS AND INDUSTRY	3 UNIVERSITY CITY EDUCATION AND TRAINING	4 ENHANCE TRADE AND INVESTMENT	5 BUSINESS DEVELOPMENT
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PRIORITY ACTIVITIES	<p>1.1 Assist to develop a long-term growth strategy for Bunbury Port.</p> <p>1.2 Work with Infrastructure WA, Department of Planning and LGA's to identify gaps in Infrastructure as well as potential growth inhibitors.</p>	<p>2.1 Progress the servicing and shovel-readiness of industrial land including all services and utilities.</p> 	<p>3.1 Assist to build regional capacity for future jobs readiness in current and emerging markets such as technology, automation and artificial intelligence.</p> <p>3.2 Deliver the International Students Project to market Bunbury Geographe as an international student destination based on a holistic model of 'Live, Study, Work and Play'.</p> <p>3.3 Explore the potential of learning hubs with appropriate study and accommodation options.</p> <p>3.4 Deliver a Future Jobs Skills Expo in partnership with regional stakeholders.</p>	<p>4.1 Enhance the regional export potential and export readiness for regional businesses with specific opportunities through Bunbury Port.</p> 	<p>5.1 Encourage business and industry collaboration across the region in a cooperative cluster approach – Timber Education, Tourism, Manufacturing Transport, Business.</p>
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BGEA LED/ CO-ORDINATED ACTIVITIES

BGEA SUPPORTED ACTIVITIES

(Appendix ORD:12.10C)

(Appendix ORD: 12.10D)



**BUNBURY
GEOGRAPHE**
Economic Alliance

PROSPECTUS 2021



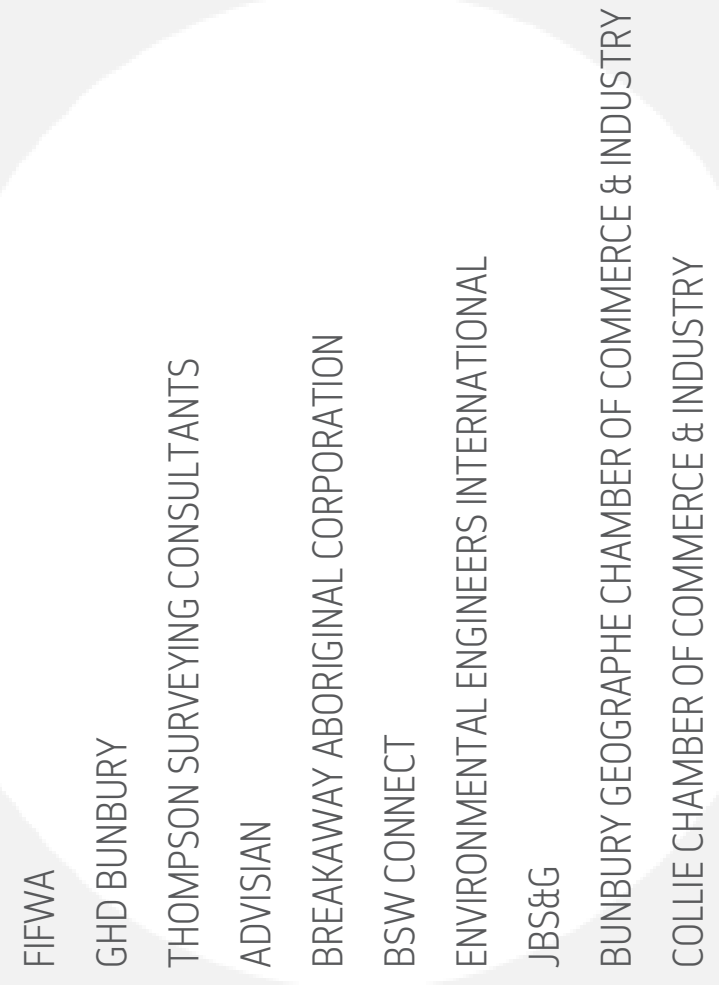
BGEA LOCAL GOVERNMENT PARTNERS



BGEA INDUSTRY PARTNERS



BGEA ASSOCIATE PARTNERS





2020-2023 STRATEGIC PLAN

WA's Lifestyle Region: Where Everything Connects

By 2050 Bunbury Geographe will be a diversified, creative, vibrant and connected region, internationally recognised for its quality of life and environmental sustainability; "a good place to do business".

**BUNBURY
GEOGRAPHE**
Economic Alliance

VISION MISSION

VISION

BGEA is the peak economic advocacy voice in the region and will facilitate growth in the Bunbury Geographe economy in a collaborative, strategic public – private alliance. We are professional, informed, influential, effective, demonstrate strong regional leadership and 'speak with one voice'.

MISSION

BGEA's mission is to be the lead economic development organisation that will drive and facilitate economic development and support lifestyle and liveability throughout the Bunbury Geographe region.

CORE ROLE

IDENTIFY

Identify and attract strategic opportunities internally and externally for the Bunbury Geographe Regions businesses and industry to realise its full potential by facilitating active collaboration and positive cooperation.

CONNECT

Connect through a 'business friendly' approach, project proponents, governments and key stakeholders to ensure economic development prospects and priorities are maximised and assisted to a successful outcome. Be the conduit and offer a 'concierge service' between the private sector and all tiers of government for regional jobs, growth and investment.

ADVOCATE

Be a strong unified voice through a united public-private alliance for economic development and regional recognition on behalf of the Geographe Region. Actively participate in core economic development activities and initiatives to enhance regional infrastructure and lifestyle. Inform and influence all tiers of government to achieve successful economic outcomes in key priority areas.

MOBILISE

Mobilise the necessary resources and information to achieve sustainable strategic development results. Facilitate and promote economic development activities and priorities in collaboration with key stakeholders to encourage investment, funding, business growth and regional confidence.

PRIORITIES

1

REGIONAL INFRASTRUCTURE

2

MAKE BUNBURY GEOGRAPHE ATTRACTIVE TO BUSINESS AND INDUSTRY

3

UNIVERSITY CITY EDUCATION AND TRAINING

4

ENHANCE TRADE AND INVESTMENT

5

BUSINESS DEVELOPMENT

PRIORITY ACTIVITIES

1.1 Assist to develop a long-term growth strategy for Bunbury Port.

1.2 Work with Infrastructure WA, Department of Planning and LGA's to identify gaps in Infrastructure as well as potential growth inhibitors.

BGEA LED/CO-ORDINATED ACTIVITIES

2.1 Progress the servicing and shovel-readiness of industrial land including all services and utilities.



BGEA SUPPORTED ACTIVITIES

3.1 Assist to build regional capacity for future jobs readiness in current and emerging markets such as technology, automation and artificial intelligence.

3.2 Deliver the International Students Project to market Bunbury Geographe as an international student destination based on a holistic model of 'Live, Study, Work and Play'.

3.3 Explore the potential of learning hubs with appropriate study and accommodation options.

3.4 Deliver a Future Jobs Skills Expo in partnership with regional stakeholders.



4.1 Enhance the regional export potential and export readiness for regional businesses with specific opportunities through Bunbury Port.

5.1 Encourage business and industry collaboration across the region in a cooperative cluster approach – Timber, Education, Agriculture, Manufacturing, Transport, Business.

MEMBERSHIP INFORMATION

(Appendix ORD: 12.10D)

MEMBERSHIP CATEGORY	BUSINESS CATEGORY	ENTITLEMENTS – VALUE PROPOSITION	ANNUAL FEES (EX GST) – INCREASED BY CPI ANNUALLY
INDUSTRY PARTNERS			
Platinum	Large Corporations, Multinationals or regionally significant organisations with over 100 staff	<ul style="list-style-type: none"> As per the Titanium level below, plus: Advocacy of multiple issues per annum at a State/Federal level if consistent with the strategic plan/endorsed by Board. Priority branding on the BGEA website, letterhead, and other promotional material. 	<ul style="list-style-type: none"> Annual contribution of \$15,000 to \$20,000 Additional contributions for special projects or initiatives are encouraged
Titanium	Significant South West regional businesses employing 50 to 100 staff	<ul style="list-style-type: none"> As per the Gold category below, plus: BGEA organised sessions/hubs to deal with topical issues to that industry. Advocacy at a State/Federal level on one issue per annum if consistent with the strategic plan/endorsed by Board. 	\$8,500 to \$12,000
Gold	Significant medium sized South West regional businesses employing 15 to 50 staff	<ul style="list-style-type: none"> Participation on the Industry Executive Committee. Personal introduction to fellow BGEA Members who may be able to assist on relevant issues. 2 x mentoring sessions with a relevant business leader (BGEA Member). Invite to Annual BGEA Breakfast/Lunch/Dinner. 	<ul style="list-style-type: none"> Annual contribution of \$6,500 to \$8,000 Additional contributions for special projects or initiatives are encouraged
ASSOCIATE PARTNERS			
Silver	Small Regional Geographe businesses employing 5 to 15 staff	<ul style="list-style-type: none"> Personal introduction to fellow BGEA Members who may be able to assist on relevant issues. 2 x mentoring sessions with a relevant business leader (BGEA Member). Includes BSW Connect Subscription** (see below). 	Annual contribution of \$1,600
Bronze	SME micro businesses less than 5 staff	<ul style="list-style-type: none"> Includes BSW Connect Subscription** (see below). 	Annual contribution of \$395
NFP Gold Partner	Not for profit organisations with a turnover of more than \$1m	<ul style="list-style-type: none"> Personal introduction to fellow BGEA Members who may be able to assist on relevant issues. 2 x mentoring sessions with a relevant business leader (BGEA Member). 	Annual contribution of \$2,000
NFP Silver Partner	Not for profit organisations with a turnover of less than \$1m	<ul style="list-style-type: none"> Personal introduction to fellow BGEA Members who may be able to assist on relevant issues. 2 x mentoring sessions with a relevant business leader (BGEA Member). 	Annual contribution of \$395
LOCAL GOVERNMENT PARTNERS			
Local Government Large	Population over 20,000	<ul style="list-style-type: none"> As per the Local Government Medium below, plus: Advocacy at a State/Federal level on issues if consistent with the strategic plan/endorsed by Board. 	Annual contribution of \$22,000 to \$29,000
Local Government Medium	Population 7,000 to 20,000	<ul style="list-style-type: none"> As per the Local Government Small below, plus: BGEA organised sessions/hubs to deal with topical issues to that LGA. 	Annual contribution of \$12,000 to \$15,000
Local Government Small	Population under 7,000	<ul style="list-style-type: none"> 2x staff mentoring sessions with a relevant business leader (BGEA Member). Invite to Annual BGEA Breakfast/Lunch/Dinner. Advocacy for regional, sub-regional and Shire projects. Participation on the LGA Executive Committee. 	Annual contribution of \$8,000 to \$10,000
<ul style="list-style-type: none"> Complimentary attendance at BGEA functions throughout the year. Discounted tickets to partner expos and special events. Opportunities to feature your business at BGEA networking events and social media. Voting privileges in relation to electing the BGEA Board. Logos featured on BGEA website, letterhead, Annual Report and other promotional material (Gold membership and above). Briefings, on request (Gold membership and above) in relation to BGEA activities and project updates. Access to the BGEA Board and Executive Committee minutes. Formally and informally connect with other businesses and local governments throughout the region. Work to identify strategic opportunities that will benefit the entire Bunbury Geographe region, and in turn benefit your business. Advocate on behalf of the Bunbury Geographe region to enhance the regional economy, infrastructure and maintain our unique lifestyle. Prepare and/or coordinate submissions and/or responses to government on economic development/infrastructure/planning issues. Assist you to advocate for your business and provide letters of support for beneficial projects. Work closely with other economic development organisations within the region to mobilise and consolidate resources to achieve the best jobs, growth, and investment outcomes for our region. 			

** BSW Connect <https://bswconnect.com.au/biz-assist/> Subscription included in BGEA membership.

** 'BizAssist' is a business subscription program developed by BSW Connect – Business South West to provide high quality local, specialist, professional advice, training and business networking opportunities to SMEs in the South West. Business advice sessions for individual businesses are offered with Network Partners through a voucher system issued to subscribers. As a member of BGEA your annual membership fee also includes a full complimentary subscription to 'BizAssist' (valued at \$160) for the following 12-month period.

- Hardship provision option: A confidential conversation can be held if your organisation is under financial hardship to discuss an interim discount on membership.



ABOUT BGEA

The Bunbury Geographe Economic Alliance (BGEA) is a unique partnership encompassing community leadership through the local governments of the Bunbury Geographe sub-region, industry leadership in the resources, energy, transport, engineering, construction, water supply, timber processing, telecommunications, education, consulting and accounting sectors, and the regional leadership of the South West Development Commission.

BGEA works on behalf of our members to promote economic growth, investment, and development opportunities.

Our mantra is to assist to make the Bunbury Geographe area a preferred location to live, work and invest...a great place to do business!

We advocate for investment by all tiers of government in critical enabling infrastructure and services, to foster growth in existing enterprises, and to attract new investment and development opportunities whilst supporting our regions lifestyle and liveability.

We are an incorporated not-for-profit, member-focused organisation – a collaborative, strategic public – private alliance.

BGEA will work at facilitating Macro projects through collaboration between government and the private sector. We will achieve strong economic outcomes for the Bunbury Geographe region – for you and your organisation in a competitive global market. Regional economic growth in all Industry sectors will not only grow business opportunities but will also create a stronger more resilient region which will provide a better service industry to support our future employees. There will be over \$1.5 billion spent in this region over the next 3 years. BGEA can assist to maximise the regional opportunities to enable businesses to get on the front foot and take advantage of the opportunities created by such a significant investment.

BGEA OPERATES WITH THE FOLLOWING GUIDELINES FOR MEMBERSHIP ADMINISTRATION

- **YEAR:** Membership is on a financial year basis.
- **FEES:** Fees are according to the scale listed below. These may be subject to negotiation to suit particular business circumstances. The fees are based on the amount of influence and support organisations either need or require.
- **GST:** We are registered for GST and have an obligation to collect GST on our subscriptions.
- **MEMBERSHIP CATEGORY:** The Board reserves the right to decline membership where the category is considered inappropriate.
- **ARREARS:** Membership may be withdrawn should subscriptions be in arrears beyond four calendar months of the date due for payment, which is August each year.
- **PRO-RATA:** Members joining during the third quarter of the financial year may pay half the annual rate. Those joining during the fourth quarter shall pay only one quarter of the annual fee.

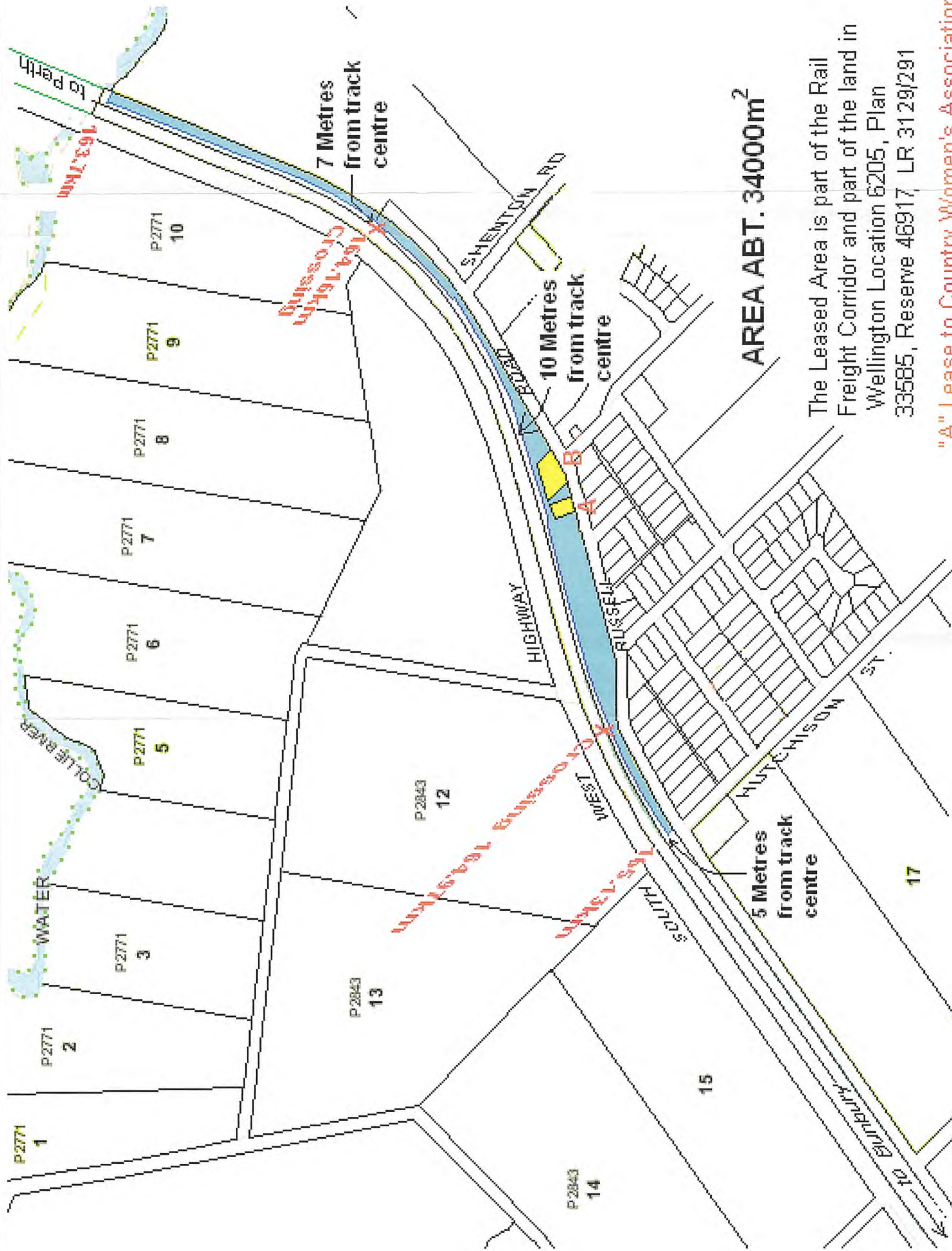
Partnering for Economic Growth



**BUNBURY
GEOGRAPHE**
Economic Alliance

PO BOX 21
BUNBURY WA 6231
ADMIN@BGEA.COM.AU
WWW.BGEA.COM.AU

RISK ASSESSMENT TOOL									
OVERALL RISK EVENT: Addendum to Lease Agreement – PTA – Burekup Railway Reserve									
RISK THEME PROFILE:									
4 - Document Management Processes									
RISK ASSESSMENT CONTEXT: Operational									
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL			RESIDUAL RISK RATING
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RISK RATING	
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not required.	Not required.	Not required.	Not required.	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	Failing to amend the Lease Agreement will not reflect the current leasing arrangement.	Moderate (3)	Possible (3)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	Not required.
REPUTATIONAL	Council would be seen in a negative light if we failed to meet our contractual and legislative requirements	Moderate (3)	Possible (3)	Moderate (5 - 11)	Not required.	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not required.	Not required.	Not required.	Not required.	Not required.	Not required.	Not required.	Not required.



AREA ABT. 34000m²

The Leased Area is part of the Rail Freight Corridor and part of the land in Wellington Location 6205, Plan 33585, Reserve 46917 LR 3129/291

"A" Lease to Country Women's Association
 "B" Lease to Water Corporation

PUBLIC TRANSPORT AUTHORITY	
BUREKUP	
LEASEOF LAND TO SHIRE OF DARDANUP	
INFRASTRUCTURE PLANNING AND LAND SERVICES	
Scale	NTS
Date	21/08/2012
Drawn	LD
Plan No.	5655

17th February 2021**Nathan Ryder**
Shire of Dardanup
PO BOX 7016
EATON WA AU 6232E MAIL: nathan.ryder@dardanup.wa.gov.au

Dear Nathan,

PTA L5655 Burekup – Variation of Area / Usage Community Bump Track

Further to your letter of 3rd Aug 2020 and subsequent telephone and E-Mail correspondence on this subject, please find attached PTA Plan L5655 Burekup Rev A dated 21/01/2021.

We are pleased to confirm that PTA has obtained conditional approval from the Rail Freight Operator (Arc Infrastructure) to vary the area/usage of L5655 Burekup as set out below.

Rather than resort to the expenses of new legal documentation, PTA proposes that area and usage of L5655 Burekup be amended by way of an exchange of letters.

To confirm the Dardanup Shire Council agreement with the proposal, kindly sign this letter, and E-Mail a copy back to this office.

I/We _____ for and on behalf of
the Dardanup Shire Council hereby agree with the PTA proposal to:

1. Vary the area of L5655 Burekup to 28,682 M2 as shown on the attached plan.
2. Allow a Community Bump Track to be included within L5655.
3. This approval is subject to Shire of Dardanup (at its own expense) erecting a fence around the perimeter of the bump track.
4. The fence is to be constructed as per Arc Infrastructure minimum requirements, that being a 1.2m chain link mesh fence.
5. With all other terms and conditions of L5655 remaining unchanged.
6. And the variation of area and usage becoming effective upon your signing this document.

Signed _____
Full name/ Position

Date _____

Trust this meets with Shire of Dardanup and the Burekup Communities approval, but should you have any further queries please contact the undersigned directly.

Yours faithfully



Jacqui O'Rourke
Property Manager (PTA)
T 08 9288 0251 | O 08 9288 0288
E jorourke@burgessrawson.com.au | W burgessrawson.com.au

(Appendix ORD: 12.11C)



LEASE L5655 AREA ≈ 28682m²



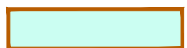
7 METRES FROM TRACK CENTRE

10 METRES FROM TRACK CENTRE

LEASE TO THE COUNTRY WOMEN'S ASSOCIATION

5 METRES FROM TRACK CENTRE

LEGEND

-  EXISTING NARROW GAUGE LINE
-  CADASTRE BOUNDARY
-  LAND LEASE BOUNDARY

 LEASE L5655 AREA ≈ 28682m²

REV	DATE	AMENDMENT	DSN	DRN	CHKD	APP
A	21.01.21	FIRST ISSUE				AK

ORIG SIZE A4
AT ORIGINAL PLOT SIZE

This document must not be copied without PTA's written permission, and the contents thereof must not be imparted to a third party nor be used for any unauthorised purpose.

SCALE : NTS (@ A4)
 DATUM :
 HORIZONTAL :
 VERTICAL :
 DOC REVIEW NOTE No.

DESIGNED :
 DRAWN : AK
 CHECKED :
 APPROVED FOR ISSUE :
 EXECUTIVE DIRECTOR :
 PTA Division / External Company :
 DATE :

 **PROPERTY MANAGEMENT**
LICENCE TO OCCUPY TO THE SHIRE OF DARDANUP
BUREKUP
 SOUTH WESTERN HWY, BUREKUP
 PTA Drawing No: **Page 515** REV : A



NOTES

LOCAL EMERGENCY MANAGEMENT COMMITTEE MEETING

Held

10 February 2021

At

Shire of Dardanup
ADMINISTRATION CENTRE EATON
1 Council Drive – EATON

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Members of Local Emergency Management Committee

- Cr. M T Bennett - Elected Member - Chairperson
- Cr. P Perks - Elected Member
- Cr. S Gillespie – Elected Member
- Coordinator Emergency & Ranger Services – Staff
- Representative – WA Police (Deputy Chairperson)
- Representative – Department of Communities
- Representative – Department of Agriculture & Food WA
- Representative – Department of Biodiversity, Conservation & Attractions
- Representative – Department of Health
- Representative – Main Roads WA
- Representative – Department of Fire & Emergency Services – Fire
- Representative – Department of Fire & Emergency Services – Natural Hazards
- Representative – Public Transport Authority
- Representative – Water Corporation
- Representative – Western Power
- Representative – Aqwest
- Representative – St Johns Ambulance WA
- Representative – Telstra Australia
- Representative – Australian Railroad Group
- Representative – ATCO Gas
- Observer - District Emergency Management Advisor – SW Office of Emergency Management (OEM)

Terms of Reference

The Terms of Reference for this Committee are located in the Tardis records system – refer to the following link:
[2019 - ToR - Local Emergency Management Committee](#)

SHIRE OF DARDANUP

NOTES OF THE SHIRE OF DARDANUP LOCAL EMERGENCY MANAGEMENT COMMITTEE MEETING HELD ON WEDNESDAY 10 FEBRUARY 2021, AT SHIRE OF DARDANUP – EATON ADMINISTRATION CENTRE, COMMENCING AT 10.00AM.

1 DECLARATION OF OPENING/ANNOUNCEMENTS OF VISITORS

The Chairperson, Cr. M T Bennett declared the meeting open at 10.00am, welcomed those in attendance and referred to the Disclaimer, Acknowledgement of Country, Emergency Procedure and the Affirmation of Civic Duty and Responsibility on behalf of Councillors and Officers:

Acknowledgement of Country

The Shire of Dardanup wishes to acknowledge that this meeting is being held on the traditional lands of the Noongar people. In doing this, we recognise and respect their continuing culture and the contribution they make to the life of this region and pay our respects to their elders, past, present and emerging.

Affirmation of Civic Duty and Responsibility

Councillors and Officers of the Shire of Dardanup collectively declare that we will duly, faithfully, honestly and with integrity fulfil the duties of our respective office and positions for all the people in the district according to the best of our judgement and ability. We will observe the Shire's Code of Conduct and Standing Orders to ensure efficient, effective and orderly decision making within this forum.

Committee members acknowledge that only the Chief Executive Officer or a member of the Shire of Dardanup staff appointed by the Chief Executive Officer is to have contact with consultants and suppliers that are appointed under contract to undertake the development and implementation of projects.

The exception to this Policy is when there is a meeting of the committee or working group with the consultant and the Chief Executive Officer or the Chief Executive Officer's representative is present.

Members of committees acknowledge that a breach of this Policy may result in a request to Council to have them removed from the committee.

Emergency Procedure

In the event of an emergency, please follow the instructions of the Chairperson who will direct you to the safest exit route. Once outside, please proceed to the muster point located at the front of the building where we will meet (and complete a roll call).

2 RECORD OF ATTENDANCE/APOLOGIES

2.1 Attendance

- Cr Michael Bennett - Shire President (Chairperson)
- Cr Patricia Perks - Elected Member
- Cr Stacey Gillespie - Elected Member
- Mr Vik Cheema - Department of Fire & Emergency Services
- Mr John Carter - Department of Fire & Emergency Services
- Ms Roma Boucher - Department of Communities
- Ms Nicky Waite - Water Corporation
- Mr Peter Buckley - Water Corporation

2.2 Observer

- Mr André Schönfeldt - Chief Executive Officer
- Mrs Susan Oosthuizen - Director Sustainable Development
- Mr Murray Connell - Manager Development Services
- Mrs Kathleen Hoult - Acting PA - Director Sustainable Development
- Ms Melissa Howard - Emergency Management Officer
- Mr Paul Sanderson - Eaton Lions Club

2.2 Apologies

- Mr Peter Stewart - Department Fire and Emergency Services
- Mr Dave Smith - Main Roads WA
- Ms Jessica Newman - Department of Biodiversity, Conservation & Attractions
- Ms Claire Anderson - Aqwest
- Mrs Erin Hutchins - Local Recovery Coordinator

LACK OF QUORUM

Following the calling of attendance and apologies it was found that there was not a quorum in attendance as required under the Terms of Reference for the LEMC

The meeting would continue as an informal meeting and notes were to be taken for a record of discussion only. As there was no formal meeting in place, formal minutes could not be taken.

LACK OF QUORUM

3 REPORTS OF OFFICERS

Note: The following reports as provided for in the agenda were discussed in an informal manner. The numbering of the reports will remain the same as in the agenda for clarity.

8.1 Title: Update Report from Shire of Dardanup

Reporting Department: Sustainable Development
Reporting Officer: Mrs Erin Hutchins - Coordinator Emergency & Ranger Services
Legislation: Local Government Act 1995
Emergency Management Act 2005

- Acronyms & Terms

There have been no amendments or additions to the emergency management list of acronyms or terms.

The Local Emergency Management Committee (LEMC) Instrument of Appointment & Terms of Reference 2019 are provided (Appendix LEMC 8.1A).

- Confirmation of LEMA Contact Details and Key Stakeholders

An electronic copy of the Shire of Dardanup LEMA contact and key stakeholder details is provided under separate cover. (Confidential Document USC: 8.1 – Tardis Link MEE-R0889260) Please note that this document is a confidential document provided under separate cover and should not be circulated outside of the LEMC.

It is requested that any required changes to contact and key stakeholders details are notified as soon as possible to the Shire of Dardanup via emergency@dardanup.wa.gov.au to allow updates to be made.

- Committee Membership & Resources

There are no new membership requests at this time.

- Status of Local Emergency Management (Recovery) Arrangements (LEMA)

The Shire of Dardanup LEMA was adopted by Council at its Ordinary Council meeting held 1 April 2016 and is now due for review in 2021. Officers will commence the review with a proposal that a desktop exercise is held at the August LEMC to test its effectiveness prior to endorsement at the November meeting.

- Exercises that Tested the LEMA

A LEMC exercise, facilitated by the District Emergency Management Advisor (DEMA) SW, was held on the 11 November 2020 to help prepare for the fire season. The exercise aimed to test the remote connectivity during a simulated bushfire event between the Incident Controller and Incident Support Group members via Microsoft Teams. Please refer the Post Exercise Report (Appendix LEMC 8.2A) provided by Vik Cheema – District Emergency Management Advisor – South West.

- Sub-Committees or Working Groups - Nil to report.
- Projects Undertaken

Animal Welfare in Emergencies (AWE) Grant

The Shire was successful in its recent application to WALGA and the Department of Primary Industries and Regional Development (DPIRD) for an Animal Welfare in Emergencies (AWE) Grant to review, test and promote the current but out-of-date Animal Welfare Plan (AWP).

The review process will involve input from key local stakeholders that will assist in the development of comprehensive and robust arrangements that support the Shire's Local Emergency Management Arrangements in the coordination of animal welfare services before, during and after an emergency.

A desktop exercise will follow to ensure the effectiveness of the AWP is tested and allow for any final modifications to be made. The final draft will be brought back to the May LEMC for endorsement.

- Key Achievements - Nil to report.
- Local Training Needs or Opportunities - Nil to report.
- Funding Opportunities

DFES Water Tank Initiative

Through the State Government's WA Recovery Plan, DFES was provided \$2.0 million over two years (2020/21 & 2021/22) for the provision of water tanks at existing bush fire facilities (not funded through Emergency Services Levy (ESL) collections). The additional funding is intended for bush fire brigades (BFB's) located in high bushfire risk areas that do not already have a water tank. The Shire took advantage of the funding and made application for tanks at a number of our brigades. The Shire was successful in securing funding for 5 water tanks worth \$102,335.00. The installation of water tanks requires completion and acquittal by 30 June 2021.

- Incident Support Group Activations/ Incidents - Nil to report.
- Emergency Risk Management Processes/Treatment Strategies

The Shire is continuing mitigation activities to identified areas at risk of bushfire throughout the 2020-2021 financial year utilising successful Mitigation Activity Funding (MAF).

- Post Incident / Exercise Reports

Please refer the Post Exercise Report (Appendix LEMC 8.2A) provided by Vik Cheema – District Emergency Management Advisor – South West.

- Completion of Annual and Preparedness Report Capability Survey - Nil to report.
- Seasonal review – fire season preparedness

Refer DFES representative report if applicable.

- Seasonal review – storm season preparedness – Nil to report

Refer DFES representative report if applicable.

- COVID-19 – 5 Day Lockdown as at 4 February 2021

After the announcement by WA Premier Mark McGowan on Sunday 31 January, 2021, the Shire held its first Business Continuity Incident Management Team (IMT) meeting at 4.30pm to discuss the actions required to ensure compliance with State Directives as well as the safety and wellbeing of staff and community being a priority. It was decided that staff that were able to work from home were to do so from Monday 1 February. In line with the directives, the Eaton Recreation Centre, Gym and Library were locked down from 6pm 31 January, with employees from this area not working during this time.

To ensure all staff were informed of the lockdown, an SMS was sent to all Shire staff at 5.00pm, with a further SMS sent at 6.30pm. In addition, Managers and Directors spoke directly with their staff to obtain further information to assist with decision making of the IMT. Staff not able to work from home were only to attend work if they had a mask. The Shire had a store of 1000 disposable masks available, with an additional 2 reusable masks on order per employee. These have now arrived and are being distributed.

Additional IMT meetings were held 7.00pm, Sunday 31 January, 1.00pm, Monday 1 February and 9.00am, Thursday 4 February.

Consistent with the updated Directives on Monday 1 February, the Executive Management Team (EMT), determined 'essential' workers. These employees have continued to work direct from the office and depot locations, with all other staff required to work from home with necessary IT equipment rolled out.

IMT and EMT meetings have continued via Zoom. The Chief Executive Officer has maintained communication with all staff to ensure they are fully versed with the Shires actions in relation to the current lockdown. The Shires Media Officer has ensured our community is kept well informed of the Shires actions, consistent with current messaging from the State and Department of Health.

NOTED.

8.2 Title: Agency Reports – Various

<i>Reporting Department:</i>	<i>Various</i>
<i>Reporting Officer:</i>	<i>Various</i>
<i>Legislation:</i>	<i>Local Government Act 1995</i> <i>Emergency Management Act 2005</i>

(In the interest of time efficiency report to be accepted as presented, not read aloud at the meeting)

Background

Each agency is invited to provide the meeting with a report of their activities for the benefit of the committee.

◇ Department of Fire & Emergency Services – Vik Cheema

A copy of the Post Exercise Report (Appendix LEMC 8.2A) and a copy of the SEMC communique from the 11 December 2020 SEMC meeting has been included for LEMC awareness (Appendix LEMC 8.2B).

Mr Cheema advised that the Office of Emergency Management has been incorporated under the DFES banner now. Mr Cheema discussed the recent training sessions which have been conducted via Microsoft teams.

It was highlighted that the effective use of Microsoft teams enabled many local government to come together and share their thoughts and ideas, without the limitations of traveling to have face to face meetings as well as meeting COVID-19 restrictions. There were some limitations to the technology that would need to be addressed and this included complications with Audio and Visual equipment.

A dedicated support team for the SW has been set up in the case of an emergency in the SW. This group will be an invite only meeting due to sharing of confidential and sensitive information. The preferred method of delivery of online communications is Microsoft Teams due to its security measures.

It has been taken on note that the Shire will need to look at the requirements of emergency management and look at ensuring that we have the facilities (adequate audio and visual setup) to part take in online communications with DFES as well as other agencies and local governments.

◇ Department of Communities - Roma Boucher

The Department has been activated for 2 bushfire events recently as follows:

- Beaufortia Bushfire from 20th January 2021
 - Watch & Act was issued at 13:23 hrs;
 - We were contacted mid-afternoon by Louise Stokes from Shire of Nannup re a fire in the locality of Dardanup, approximately 35 kilometres from Nannup. DBCA/Parks & Wildlife Service had contacted Louise re the fire and asked for an evacuation centre to be set up. Louise thought there would be about 6 residents who would present to register but would have alternative places to go. Louise indicated she would open the centre and contact us if the incident elevated. An ISG was held at 17:00 hrs with agencies; with the final ISG on Friday 22ndFeb but able to be reinstated if the event escalated. In all 12 people registered and some people camped on the Foreshore overnight by arrangement with the Acting Ranger.
 - All clear was issued on 24th January when the event was now contained and controlled. Cause of the fire was lightning.

- Yallingup Bushfires for 6thFebruary 2021;
 - Emergency warning was issued at 19.02 hrs;
 - We were contacted by Vik Cheema at 18:58 hrs re a fast-moving, rural/urban interface bushfire threatening Yallingup townsite and Injidup. Later alerts were issued for Quedjinup, Yallingup and Naturaliste. It was anticipated roads would be closed and many people may be displaced. We arranged for the Geographe Leisure Centre (GLC) to be opened by the City's Facilities team and our staff arrived at the centre from 9.30pm, including with a trailer with bedding (6 staff). No affected persons came to the GLC and we were advised to close at 22:55 hrs.
 - Steady rain was received over the region from a low which travelled down the State; several severe weather warnings and DFES alerts were also received in relation to this event.
 - All clear was issued for Injidup on Sunday 7th February and later in the day for Quedjinup, Yallingup and Naturalise. Cause of the fire is suspicious/deliberately lit.

- PPE kits update –
 - State Government is arranging for a small PPE kit to be available at Local Governments in readiness for an emergency activation.
 - As per my emails, I understand the 1st part of the PPE order has arrived at our Bunbury office; I'm still waiting on the 2nd order to arrive and will then arrange packing and delivery of 25 kits for the SW.

Notes of Discussion:

Those in attendance discussed the use of the Eaton Recreation Centre as a temporary evacuation centre and review of information/training sessions for an Evacuation Centre set up.

Discussion was held regarding consideration of establishing an emergency evacuation centre in the current pandemic environment.

◇ **Department of Fire & Emergency Services – John Carter**

High Threat Period

DFES are now well into the High Threat Period (HTP) and will remain so until the 25 March. At this time an assessment will be made to determine whether or not the HTP will be extended. This is normally based on the current and forecasted weather conditions as well as the soil dryness indices.

During the HTP the State Duty Roster includes the Level Three Multi-agency Pre-Formed Teams (L3 PFT) and the activation of the South West Response Zone. The SWRZ will increase the likelihood of initial attack success by enhancing initial response times and applying a resource base commensurate with bushfire risk in the area. Any bush fire within the SWRZ during daylight hours will result in the automatic despatch of VFS, BFB and aerial response resources.

The SW Region also implements their HTP Roster which incorporates the Regional Duty Coordinator (RDC), On Call Operations Officer and an Administration Support on call 24/7. Additional teams (particularly for Level 2 incidents) are stood up On Call based on the risk at that time (usually weather based or when the FDR reaches Very High and above).

High Fire Season Fleet Appliances

DFES SW region have now taken carriage of our High Fire Season fleet consisting of seven Light Tankers and four 2.4/3.4 Tankers. These include a LT stationed at the Eaton Australind VFRS and a 2.4 at the Dardanup West BFB stations.

State Aerial Firefighting Fleet

As previously reported all the State aerial firefighting aircraft are now in service and at their nominated air bases.

For our region that includes:

Bunbury Airport:

- 2 x Fixed wing water bombers;
- 1 x Light fixed wing (AAS); and
- 1 x Helicopter (AAS)

Busselton Airport:

- 2 x HELITAKS; and

1 x Large Air Tanker (LAT)

Seasonal Outlook

The BOM have released their seasonal outlook for November to January. Access to this forecast is available via this link - <http://www.bom.gov.au/climate/outlooks/#/overview/video>

- Daytime temperatures for February–April are likely to be warmer than average on the coastal parts of WA.
- Overnight temperatures for February–April are very likely to be above average.
- Above normal bush fire potential in South West WA.
- Average to above average potential for cyclones and tropical lows.
- February–April rainfall is likely to be near to above average for much of Australia.

ISG – COVID19 Restrictions

As was exercised during the last LEMC meeting, should an ISG meeting be required because of an incident, the Incident Controller may well call this meeting to be facilitated via the use of MS TEAMS.

Similarly, should a Public Meeting be required due to an incident, contingency plans are in place where the information may be disseminated via social media or face to face in an open space. This may include the setup of a stage and external PA and video systems.

Discussion:

Mr Carter provided an overview of the recent Perth Hills Bushfires and advised that there were numerous challenges faced during these fires. These were the largest fires since the Yarloop/Waroona fires in 2016. Challenges included the following:

- *Numerous hazards presented. Not only road closures and obstructions but access to people's properties with regards to fallen structures, trees as well as Asbestos that may have been disturbed and spread within the environment.*
- *Emergency officers operating during a pandemic where the restriction of movement of people and quarantine requirements.*
- *Retardant that was used as a barrier to contain the fire was very effective, however may pose a hazard moving forward in regard with possible soil and water contamination.*
- *The response from DPIRD was very efficient with adequate staff been able to deploy into the fire zone and attend to wildlife and livestock of the effected and threatened properties.*
- *Recovery is going to be a long process, however the community are the key drivers of this recovery. Recovery centres will be set up to support the community in rebuilding after this event.*

Note: Cr. S L Gillespie left the room [10.36am].

◇ Water Corporation

Discussion:

Ms Nicky Waite advised that she has recently been appointed the Regional Manager for the Southwest Region. There was a lot of projects going on at the WaterCorp and summarised below.

- *Recent fire at Nannup resulted in the brigades drawing water near a treatment plant effecting the water flow for the treatment plant. Training has been provided to the brigades in the best practise of drawing water without effecting other facilities.*

- *No debrief has been supplied from the recent Yallingup fires. Preparation for storm damage was undertaken, however no storm eventuated.*
- *Wellington Dam has seen a major boost in visits from the community to see the mural that has been painted on the Wellington Dam wall. No dates have been set yet with the opening of the crest for public access. With this increase in members of the public attending the site and other areas once fully open to the public, this has raised a few hazards that will need to be addressed and include the following:*
 - o *Barriers to be raised at the dam.*
 - o *Lookout to have hand rails raised to meet the requirements as they are currently not up to code.*
 - o *Roads to be upgraded.*
 - o *Public safety along the walkway to be reviewed as patrons are using the roads instead of walkways to take pictures etc and is becoming a hazard with oncoming traffic and nowhere to go.*
 - o *The abandoned pump station is to be removed hopefully by the end of the year as it is a hazard for people who may access the site to vandalise etc.*
 - o *There was a Waste Water pump station had caused hazardous gas to leak. Five officers were affected, however it was under the health recommended levels and there was no risk to the community.*
 - o *There has been some challenges with COVID-19 with officers attending resident houses and the unknown as to whether they were isolating or not as well as the requirements of wearing masks in the heat while conducting their day to day duties.*

Note: Cr. S L Gillespie returned to the room [10.41am].

Notes of Discussion:

Discussion was held on the possibility of the Shire of Dardanup hosting LEMC meetings via Microsoft Teams for at least 3 out of the 4 meetings in a year. This would assist in having a higher attendance at the meeting and more feedback provided.

4 CLOSURE OF MEETING

The next Local Emergency Management Committee Meeting will be Wednesday 12 May commencing at 10.00am at the Shire of Dardanup - Administration Centre Eaton.

There meeting closed at 11:11am.

RISK ASSESSMENT TOOL								
OVERALL RISK EVENT: Entering into a contract with Westrac Pty Ltd for the acquisition of a Frontend loader								
RISK THEME PROFILE:								
3 - Failure to Fulfil Compliance Requirements (Statutory, Regulatory)								
4 - Document Management Processes								
14 - Safety and Security Practices								
15 - Supplier and Contract Management								
RISK ASSESSMENT CONTEXT: Operational								
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
HEALTH	Plant acquired by the Shire is unsafe for use or puts end users and public at risk whilst in use.	Catastrophic (5)	Unlikely (2)	Moderate (5 - 11)	Relevant industry safety standards for this type of machinery to be adhered to. On-site performance testing of plant undertaken to assess operation and gauge potential safety hazards (Shire's Safety Team involved in this process).	Catastrophic (5)	Rare (1)	Moderate (5 - 11)
FINANCIAL IMPACT	Procurement does not represent good value for money.	Minor (2)	Unlikely (2)	Low (1 - 4)	Tender submissions received were competitive. Approved assessment matrix adopted specifically for this procurement to determine value for money.	Insignificant (1)	Rare (1)	Low (1 - 4)
SERVICE INTERRUPTION	Contractor is unable to provide plant for an extended period of time, interrupting Shire operations.	Insignificant (1)	Possible (3)	Low (1 - 4)	Shire's existing frontend loader remains available until the day of trade. No interruption to service provided.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	Unsuitable contractor is engaged and places the Shire of Dardanup at risk of litigation or non-compliance.	Catastrophic (5)	Unlikely (2)	Moderate (5 - 11)	Westrac Pty Ltd were assessed against the Shire's required compliance criteria and were found to be compliant- an incompliance in this area would have disqualified them from being awarded the contract.	Insignificant (1)	Unlikely (2)	Low (1 - 4)
REPUTATIONAL	Unsuccessful respondents are	Insignificant (1)	Possible (3)	Low (1 - 4)	Records of Tender are kept in accordance with State Records Act	Insignificant (1)	Rare (1)	Low (1 - 4)

CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL		
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING
	unhappy with outcome and processes utilised.				2000- these show that correct process was utilised. Assessment process is subject to scrutiny.			
ENVIRONMENT	Loader provided has a negative impact on the environment whilst in use.	Minor (2)	Unlikely (2)	Moderate (5 - 11)	Plant to comply with relevant industry standards on this area. New plant item operates more efficiently than existing plant item.	Minor (2)	Rare (1)	Low (1 - 4)



POLICY NO:-

SDev CP084 – LOCAL PLANNING POLICY – ADVERTISING SIGNAGE**GOVERNANCE INFORMATION**

Procedure Link:	NA	Administrative Policy Link:	NA
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ADMINISTRATION INFORMATION

History:		Draft	OCM	29/07/2020	Synopsis:	
Version:	1	SDev CP084	OCM	30/09/20	Res: 269-20	Synopsis: Policy reviewed and endorsed by Council.
Version:	2	SDev CP084				

1. RESPONSIBLE DIRECTORATE

Sustainable Development

2. PURPOSE AND OBJECTIVE

This Policy provides guidance on the assessment of advertisement signs within the Shire of Dardanup. This Policy outlines when advertisement signs require development approval, and the objectives and standards against which the Shire will assess applications for advertisement signs.

This Policy also seeks to exempt certain advertisement signs from the need to obtain development approval where minimum requirements are met.

The objectives of this Policy are to:

- 2.1 Ensure that advertisement signs are appropriate for their location, relate to the land and/or buildings for which it is placed, and do not adversely impacts the amenity of the surrounding area.
- 2.2 Ensure advertising signage is of a scale appropriate to buildings, lot size and lot frontage/s of the site relevant to the application.
- 2.3 Ensure that advertisement signs only advertise services offered and/or products produced, sold, and/or manufactured on the land or building/s related to the approved use/s taking place.
- 2.4 To ensure advertisement signs do not pose an unnecessary risk to the safety of people and vehicles by virtue of their location, design, use and function.
- 2.5 To ensure that advertising signs are simple, clear, easy to read and maintained to a high standard.
- 2.6 Protect the cultural heritage significance of particular places and/or areas.
- 2.7 To provide for the rationalisation of signage on properties with multiple advertising requirements.

This Policy made pursuant to Division 2, Part 2, Schedule 2 of the Deemed Provisions for local planning schemes of the *Planning and Development (Local Planning Schemes) Regulations, 2015*. Under clause 3(5) and clause 67(g) of the Deemed Provisions the Local Government is to have due regard to a local planning policy in making a determination under the local planning scheme and applications for development approval.

3. REFERENCE DOCUMENTS

Planning and Development Act, 2005

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Dardanup Local Planning Scheme No.3 (TPS3)

4. DEFINITIONS

- 4.1 The words and expressions in this policy have their normal and common meaning, and as defined in Part 1, Clause 1.8 of the Shire of Dardanup Town Planning Scheme No.3, the *Planning and Development Act, 2005*, the *Planning and Development (Local Planning Schemes) Regulations, 2015*, and as defined below.

4.2 The meaning of other specific words and expressions relevant to this Policy given below:

Advertisement Sign: Has the same meaning as an ‘Advertisement’ as defined in the *Planning and Development (Local Planning Schemes) Regulations 2015 – Schedule 2 – Deemed Provisions*.

Electronic Display Screen/Panel: Means an advertisement sign or a portion of an advertisement sign that displays an electronic image or video, which may or may not include text.

Election Sign: **Means a sign that is -**

(a) The advertisement is erected or installed in connection with an election, referendum or other poll conducted under the Commonwealth Electoral Act 1918 (Commonwealth), the Referendum (Machinery Provisions) Act 1984 (Commonwealth), the Electoral Act 1907, the Local Government Act 1995 or the Referendums Act 1983.

(b) The primary purpose of the advertisement is for political communication in relation to the election, referendum or poll.

Fence: a freestanding structure put in place to mark a boundary and restrict movement across a property. It can be a permeable or solid structure. A fence may consist of several sections each section defined by a clear edge at which the angle of alignment of the adjoining fence changes.

Gable: is the generally triangular portion of a wall between the edges of a sloping roof.

Heritage Area: Has the same meaning as ‘Heritage Area’ as defined in the *Planning and Development (Local Planning Schemes) Regulations 2015 – Schedule 2 – Deemed Provisions*.

Heritage Place: Has the same meaning as ‘Heritage Place’ as defined in section 3(1) of the *Heritage of Western Australia Act 1990*.

***Heritage Protected Place:* Has the same meaning as ‘Heritage protected place’ as defined in the *Planning and Development (Local Planning Schemes) Regulations 2015 – Schedule 2 – Deemed Provisions*.**

Sign: includes all forms of advertising devices, signage and bill posting including a notice, flag, mark, structure or device, or part thereof, whether or not words, numbers, expressions or symbols are shown thereon.

Sign surface area: where the sign is painted, printed or affixed on a building or fence and there is no contrasting background used to the predominant colour of the building elevation or fence, the surface area of the sign taken as the outer edge of the lettering, symbols images used. In the event contrasting colour(s) are used, the outer edge of the contrasting colour(s) will form the sign surface area. The surface area of the sign in a co-joined ‘V’ shape is the sum of both surfaces.

Third Party Signage: Means any advertisement sign advertising services and products unrelated to the subject site.

Wall: is the vertical external face of a constructed building comprising solid building material and includes any openings (windows/doors) but does not include a fence. A building may consist of several walls each wall being defined by a clear edge at which the angle of alignment of the adjoining wall changes

4.3 The definitions of various advertisement signs are contained within Table 1, 2 and 3: Advertisement Sign Requirements.

5. POLICY

5.1 This Policy exempts advertisement signs from requiring development approval where the advertisement sign is permitted in a Zone and complies with the development standards in Table 1 and the General Requirements listed in Part 7.1 of this Policy.

5.2 A Development Approval application is required for all other signs within the Shire, **excluding signs for which approval is not required under Clause 61 of the Deemed Provisions. Development** applications will be assessed against the Development Standards contained in Table 2 where applicable, and the Development Requirements listed in Part 7 of this Policy. Advertisement signs that do not comply with the objectives listed in Part 2 of this policy are deemed unacceptable and will not be supported unless exceptional circumstances exist.

- 5.3 The exemption afforded by Clause 5.1 of this Policy does not apply in any of the following situations where the advertisement sign:
- a) is located on land reserved under the Greater Bunbury Region Scheme or on a lot abutting land reserved under the Greater Bunbury Region Scheme, unless the development is exempted under the Greater Bunbury Region Scheme;
 - b) does not comply with the Development Requirements listed in Part 7 of this Policy;
 - c) is illuminated or contains an electronic display screen and/or panel components;
 - d) is inconsistent with any relevant Design Guidelines or other Local Planning Policy;
 - e) is located in a place that is included on a Heritage List or on land located within a Heritage Area designated under the Scheme **or located in a Heritage Protected Place;**
 - f) **is to be erected or installed within 1.5m of any part of a crossover or street truncation;**
 - g) Where multiple signs are proposed **on** a single property and/or lot.
- 5.4 If a particular advertisement sign is not listed or defined, it shall be assessed on its individual merits in accordance with the objectives outlined in Part 2 of this Policy and the Scheme.
- 5.5 Before carrying out of any development listed associated with advertising signs, any other licences, permits or approvals required is to be obtained in accordance with any other law. A building permit may be required and applicants should consult with the Shire Building Division to determine if a building permit application is required to be submitted.
- 5.6 Signs listed in Table 3 are not permitted in the Shire of Dardanup.

6. INFORMATION REQUIRED TO ACCOMPANY DEVELOPMENT APPLICATION

An application for development approval for an advertisement sign is to be accompanied by the required information listed by Clauses 62 and 63 of the Deemed Provisions. At a minimum, a signage plan/s shall be submitted with each application with the following information:

- The name of the sign type as described in this Policy, for example, 'Wall Sign', 'Roof Sign' etc. or a full description of the sign;
- Details of the business or land use conducted on the premises to which the sign relates including the business name, business owner/proprietor, business address and contact details;
- Site plan: indicating the location of each proposed sign on the building and/or site and any existing signage that will be retained or removed;
- Elevations: showing the details/display of each sign, including wording, images, logos, colours and size dimensions, drawn to a professional standard;
- Specifications: including materials to be used, fixing methods, proposed illumination (if any) and any support structure/s;
- All application for development approval are to include footing details of the signage structure, or detail as to how the sign is intended to be fixed to the land or the building to which it applies;
- Fee: if a signage application does not form part of a larger development application, the fee will apply based on the cost of the proposed signage; and
- Approximate cost of the proposed sign.

Applications for development approval, which are not accompanied by the necessary information, will not be accepted for assessment and processing.

All applications for Electronic Display Screen/Panel Signs are required to be accompanied with an electronic display screen/panel lighting impact report from a qualified lighting engineer that specifies the maximum daytime, dawn/dusk, and night-time brightness relative to the surrounding development and land uses and the dwell/transition time.

All applications for advertisement signs within a Heritage Area/Place are required to be accompanied with a heritage assessment or statement prepared by a qualified practitioner that specifies the impact of the sign on the heritage of the area.

7. DEVELOPMENT REQUIREMENTS**7.1 General Requirements**

- a) Advertisement signs shall only advertise services and products available on the premises where the sign is located. Third party advertising not permitted.
- b) Advertisement signs must be contained wholly within the property boundaries of a lot and a nil setback may apply where the sign will not overhang and the sign and its footings will not encroach into any reserve (including road reserve).
- c) A sign **is not to be erected or installed within 1.5m of any part of a crossover or street truncation and is not to** cause interference with or be hazardous to vehicular traffic and pedestrians.
- d) Street numbering shall be incorporated into advertisement signage, and shall be clearly visible from the street.
- e) Except where required by clause 5.3 of this Policy, development approval is not required where the content of an approved advertisement sign is proposed to be changed, provided the dimensions, location and structure remain unchanged, and the wording is not to be of an offensive nature.
- f) Advertisement signs shall not be located in a location or manner that unreasonably obstructs the view of existing public artwork or murals.
- g) Signs are required to be securely fixed to the structure by which it is supported.
- h) A signage strategy is required for multiple signs on a single property and/or lot.
- i) Where a proposed sign is exempt, the applicant is to provide written correspondence of the proposed signage for the Shire to keep on record.
- j) Signs needs to be of a high quality, and maintained to a high quality. If in the opinion of the local government, the sign is in conflict with the aims of the Scheme the local government may require the owner of the advertisement to repair or remove the advertisement.

7.2 Illuminated and Electronic Display Screen/Panel Signs

- a) All Electronic Display Screen/Panel signs shall:
 - i. be restricted to static images that are:
 - externally illuminated during hours of darkness; or
 - displayed electronically, i.e. in a digital format.
 - ii. have a minimum dwell time duration of 30 seconds;
 - iii. not contain a transition time from one display to another that exceeds 0.1 seconds; and
 - iv. no display transitional effects such as fly-in, fade-out and scrolling.
- b) Illuminated advertising signs, including electronic display screens/panels, abutting any road must:
 - i. use a low level of illumination, not exceeding 300cd/m², not flash, pulsate, or chase, and not cause a nuisance, by way of light spillage, to light received to the abutting sites to a maximum of 50 lux;
 - ii. not contain fluorescent, reflective or retro reflective colours or materials;
 - iii. not interfere with or be likely to be confused with traffic control signals;
 - iv. screen any electrical cables from the public realm and be maintained in a tidy manner; and
 - v. not be located in Residential areas.

7.3 Signage Strategy

- a) A Signage Strategy (example illustrated in Appendix 1) required by Clause 7.1 of this Policy shall include the following information:

- i. a scaled site plan, illustrating the location of any existing and proposed signage;
 - ii. elevation details illustrating the location and dimensions of any existing and proposed/future signage;
 - iii. details of any illumination if signage is proposed to be illuminated;
 - iv. evidence that all tenancies have equitable access to signage locations and
 - v. other plans and information that the Shire may reasonably require to enable the signage strategy to be assessed and determined.
- b) All advertisement signs shall comply with the approved Signage Strategy, unless otherwise approved by the Shire under a separate development approval.
- c) Further development approval is not required where an advertisement sign complies with an approved signage strategy.

7.4 Heritage Places

- a) Any original and early signage (including remnants) that contribute to the cultural heritage significance of a heritage place shall be preserved.
- b) The size, scale, location, materials and colours of any proposed advertisement sign on a heritage place must respect the heritage value of the site.
- c) Advertisement signs shall not impact the heritage value/significance of an area.

7.5 Performance Criteria

Where standards in Clause 7.1 and 7.2 are not met, the variations will be assessed in accordance with the performance criteria outlined below:

a) Response to location and character

- Signs shall not result in an adverse impact upon the character or historical significance of the site.
- Signs shall not dominate the streetscape or detract.
- Signs shall not block important views or vistas to environmental or heritage areas or obscure architectural detailing.

b) Scale and design of signage

- The scale and design of signage is appropriate to the building and architectural details to which it relates.
- The scale and design is compatible with surrounding development and general nature of land use.
- Signs shall not contain reflective materials or finishes that would adversely affect amenity within the public realm or adjacent buildings.
- Signs shall not incorporate sound or vibration
- Signs shall not incorporate offensive content.
- All supporting structures, cabling and conduits shall be screened from public view.

c) Rationalisation of signage

- The rationalisation of signage is supported where possible.
- Multiple signs on a single site will not be supported, where rationalisation opportunities are possible.

d) Design, construction and maintenance

- Signs shall be constructed using high quality, durable materials and installed in a professional manner.
- Signs are maintained to a high standard.

e) Safety

- Signs shall be adequately installed and secured.
- Signs shall not cause confusion with, or reduce the effectiveness of, traffic control devices.
- Signs shall not cause driver distraction or otherwise impact on traffic or driver safety.

- Signs shall not obstruct safe and convenient pedestrian movement.
- Signs shall not pose a threat to public safety or health.

7.6 Contents of Signs

The content of any sign shall not contain any information that may be deemed by the Local Government to be misleading, offensive or derogatory in nature. Where a sign is deemed to fall into one or more of the categories above, the Local Government will request that revised content be provided.

7.7 Advertisement Signs required by Shire of Dardanup and Public Authorities

Advertisement signs required by the Shire of Dardanup and/or a public authority are exempt from requiring development approval.

8. APPLICATION

This Policy applies to the entire Shire of Dardanup Scheme Area and is to be read in conjunction with the Scheme and any other relevant local planning policy. This Policy does not deal with:

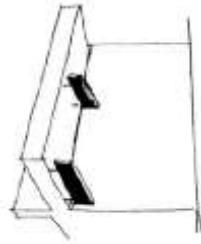
- warning signs and risk management signage installed by the Local Government on Local Government controlled land in accordance with the *Public Works Act, 1902*; and
- street parking signs, information signs, road signs, regulatory traffic signs and directional signs installed by the Local Government in local road reserves in accordance with the *Public Works Act, 1902*. The Local Government's approach to such signage is set out in Policy CP040 Directional Signage Policy for Fixed Signs within Road Reserves and Policy CP041 Directional Signage for Public Events and Activities – Temporary Signs within Road Reserves.


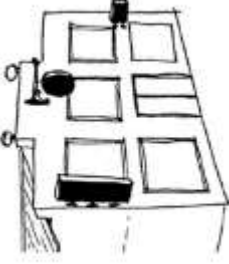

TABLE 1 – EXEMPTED ADVERTISEMENTS

Signs which do not require approval.

The following signs do not require approval if the sign meets all applicable development standards and it only applies to the Permitted Zones. Any variations to the development standards proposed, requires an application for development approval. The signs types in Table 1 in all other Zones will require development approval.

SIGN TYPE		PERMITTED ZONES	EXEMPTED ADVERTISEMENTS – DEVELOPMENT STANDARDS
Signs ON BUILDINGS Awning Signs (below) An advertisement sign fixed to or suspended from the underside of a verandah, balcony or awning.		Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community	Awning Signs (below) shall: <ul style="list-style-type: none"> • Is a single faced sign • achieve a minimum height clearance of 2.7m from the natural ground level; • not exceed a height of 500mm; • not exceed an area of 4 m²; • not be within 3m of another such sign attached to the underside of the same verandah; • not project or overhang beyond the boundaries of the lot; • consist of one sign per tenancy; and • only be located near the entrance to a tenancy.
Awning Signs (above) An advertisement sign located above the outer fascia of a verandah, balcony or awning.		Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community	Awning Signs (above) shall: <ul style="list-style-type: none"> • Is a single faced sign • not exceed 500mm in height; • not exceed 500mm in depth; • not project beyond the outer metal frame or the surround of the fascia of the building to which it is attached; • not project or overhang beyond the boundaries of the lot; • consist of one sign per tenancy; and • only be located near the entrance to a tenancy.
Community Service Sign Is a temporary sign on non-rigid material hung on a building or fence to which advertises non-for-profit, short term events such as a fete, fair or festival for a charitable, religious, education, child care, sporting organisation or the like.		Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community	<ul style="list-style-type: none"> • One sign per street frontage. • Maximum area of 4sqm; • Located on the site of the proposed activity or the property of the relevant organisation where the activity is to occur; and • Not be displayed more than four weeks prior to the event advertised and removed not later than one week after the conclusion of the event.


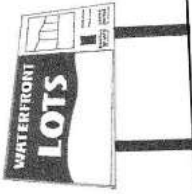
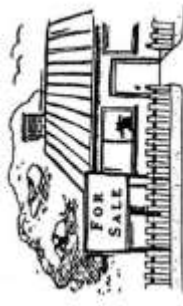


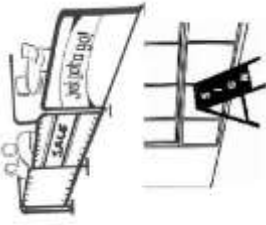

EXEMPTED ADVERTISEMENTS – DEVELOPMENT STANDARDS	
SIGN TYPE	PERMITTED ZONES
<p>SIGNS ON BUILDINGS</p> <p>Freestanding Banner Signs A freestanding banner sign is an advertising device made from lightweight material attached to a pole weighted to the ground. These signs come in a variety of shapes and may also be referred to as ‘Bali’, ‘Teardrop’, ‘Blade’ or ‘Wing’ signs.</p> 	<p>Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community</p>
<p>Projecting Signs An advertisement sign which projects more than 300mm out from a wall of a building, below the eaves or ceiling height.</p> 	<p>Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community</p>
<p>Wall Signs An advertisement sign which is affixed to the external part of a wall of a building, a gable end, or a building façade and no part of which is above the roofline of the building.</p> 	<p>Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community</p>



- Dimension: max. 2.5m height max. 1.2m width
- Must:
 - be limited to 2 per street frontage;
 - be securely fixed to a building or pole of sufficient size and strength to support the banner under all conditions;
 - be erected within the boundaries of the lot and not project beyond any lot boundary;
 - not be located within the street setback line;
 - not impede vehicle
 - sightlines for access to and from the property; and
 - not impede pedestrian access to and from the property

- All Projecting Signs shall:
- be limited to a maximum of one sign per tenancy;
 - have a minimum clearance of 2.7m from the natural ground level;
 - not project out more than 1m from the wall of which it is attached;
 - not exceed 4m² in area;
 - not be placed within 2m of either end of the wall to which they are attached; and
 - not project above the top of the wall to which they are attached.

- Wall Signs shall:
- not extend laterally beyond either end of the wall or protrude above the top of the wall; and
 - not cover more than 10% of the façade for each tenancy within a building and/or development site visible from the public realm; or
 - where there is an approved signage strategy, not cover more than 25% of a façade within a building and/or development site visible from the public realm.

EXEMPTED ADVERTISEMENTS – DEVELOPMENT STANDARDS	
SIGN TYPE	PERMITTED ZONES
<p>SIGNS ON BUILDINGS</p> <p>Window Signs An advertisement sign which is painted or affixed to either the interior or exterior surface of the glazed area of the window.</p> <p><i>*Note: This includes all areas of non-advertising window coverings which block views into or out of the window of the building to which they are affixed.</i></p> 	<p>Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community</p>
<p>Property Transaction, Display Home, and Building Construction Signs</p> <p>An advertisement sign advertising the display, sale, construction or lease of buildings, land and/or development.</p>  	<p>All Zones</p> <p>Property Transaction, Display Home, and Building Construction Signs pertaining to Single Houses, Grouped and Multiple Dwellings that:</p> <ul style="list-style-type: none"> • a double faced sign having not exceeding an area of 2m² for property transactions and building construction and 4m² for Display Homes; • are limited to a maximum of one sign per street frontage for each property or tenancy; and • illumination is not permitted. <p>Property Transaction and Building Construction Signs for shopping centres, commercial developments, that:</p> <ul style="list-style-type: none"> • do not exceed an area of 5m²; • are limited to a maximum of one sign per street frontage for each property or tenancy; and • do not exceed a maximum height of 3m, inclusive of supporting posts/structures.

EXEMPTED ADVERTISEMENTS – DEVELOPMENT STANDARDS		
SIGN TYPE	PERMITTED ZONES	
<p>PORTABLE TEMPORARY SIGNAGE</p> <p>Ground Based Signs</p> <p>An advertisement sign not permanently attached to the ground including, but not limited to a sandwich board sign which consists of two sign boards attached to each other at the top or elsewhere by hinges or other means, which is no higher than 1.2m above natural ground level.</p> 	<p>Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community Tourist General Farming</p>	<p>Ground Based Signs that:</p> <ul style="list-style-type: none"> • contain a maximum area of 1m² each side; • are only displayed during the operating hours of the business to which the sign relates; • provide a clearance of a minimum of 1.8m to a footpath or pedestrian walkway; • are limited to a maximum of one sign per tenancy on a lot; • are not located more than 5m from the building to which the sign relates; • do not exceed a maximum height of 0.75m measured from natural ground level (including supporting structures).
<p>Fence Sign</p> <p>An advertisement sign attached to a fence.</p> 	<p>Industrial – Light Industrial General</p>	<p>Fence Signs shall:</p> <ul style="list-style-type: none"> • Is a single faced sign; • be limited to a maximum of one sign per street frontage on any one lot; • be securely attached; • sit flush on the fence to which it is attached; • not contain any sharp or pointed edges below a height of 2.7m; • not cover more than 30% of the total area of the fence; and • not impact on views to the street and/ or building. <p>Signs shall:</p> <ul style="list-style-type: none"> • <u>be securely attached to a fence;</u> • <u>be no higher than 1.2m from the ground;</u> • <u>sit flush on the fence to which it is attached;</u> • <u>not be illuminated;</u> • <u>always be internally facing.</u>
<p><u>Signage for sponsorships at sports grounds/ovals</u></p>	<p><u>All zones and reserves where the use is permitted and approved.</u></p>	

SIGN TYPE	PERMITTED ZONES	EXEMPTED ADVERTISEMENTS – DEVELOPMENT STANDARDS
<p>PORTABLE TEMPORARY SIGNAGE</p> <p>Rural Producer Sign</p> <p>A sign erected on land lawfully used for rural or farming purposes which advertises goods or products produced, grown or lawfully manufactured on the land within the boundaries of which the sign is located.</p> 	<p>Tourist General Farming Small Holdings</p>	<p>Rural Producer Sign shall;</p> <ul style="list-style-type: none"> • Not exceed 2.5m² in area; • Not exceed 3m in height; • Be no more than one sign per lot; and • Only be erected and maintained on land on which the goods or products are produced, grown or lawfully manufactured
<p>Home Occupation/Home Business Sign</p>	<p>Residential</p>	<p>Specific signage provisions – areas</p> <p>a) Signage on residential properties:</p> <ul style="list-style-type: none"> • Shall be associated with an approved home occupation or home business. • No more than one sign per street frontage shall be supported • Signage shall be sited appropriately and not obscure vehicle and pedestrian sightlines. • Individual signage shall not exceed 0.5 of a square metres • No illumination permitted.
<p>Election sign</p> <p>As per the definition in Part 4 of this policy.</p> 	<p>All Zones</p>	<ul style="list-style-type: none"> • <u>Not to be displayed on local government controlled land or a road or other public place.</u> • <u>The advertisement is not erected or installed until the writ or writs have been issued or, for an election, referendum or poll under the Local Government Act 1995, until the 36th day before the day on which the election, referendum or poll is to be held.</u> • <u>The advertisement is removed no later than 48 hours after the election, referendum or poll is conducted.</u> • <u>The advertisement is not erected or installed within 1.5 m of any part of a crossover or street truncation.</u>

SIGN TYPE	PERMITTED ZONES	EXEMPTED ADVERTISEMENTS – DEVELOPMENT STANDARDS
<p>PORTABLE TEMPORARY SIGNAGE</p> <p>Roof sign</p> <p>Is an advertisement positioned at the top of a building (above an awning, verandah roof or the like) where the roof of that building would normally form the predominant backdrop to the sign when it is viewed from the ground.</p>	<p>Mixed Use District Centre Industrial – Light Industrial General Business Commercial Mixed Business Other Community Tourist</p>	<ul style="list-style-type: none"> • A maximum area of 20% of the area of the roof panel on which it is located or 4m² whichever is the lesser. • A maximum width of 2/3 of the width of the roof. • Does not protrude above the roof ridgeline. • Does not project more than 300mm from the portion of the building to which it is attached.

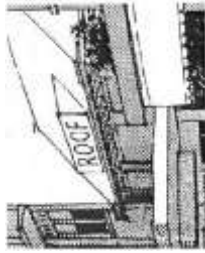
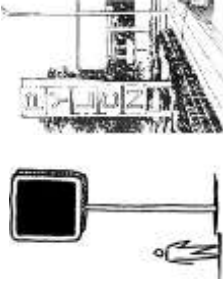
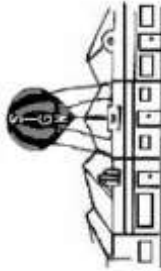
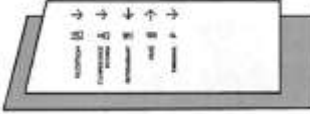


TABLE 2 – SIGNS THAT REQUIRE DEVELOPMENT APPROVAL

Signs that Require Development Approval

The following signs require development approval in all circumstances. Applications will be assessed on their merit and need to demonstrate compliance with the Development Standards in Table 2.

<u>DEVELOPMENT STANDARDS</u>	
<p>SIGN TYPE</p> <p>Pylon Signs</p> <p>An advertisement sign which affixed to the ground having one or more supports where the overall height (inclusive of any supports) is greater than the sign’s horizontal dimension.</p> 	<p>Pylon Signs shall:</p> <ul style="list-style-type: none"> • The maximum sign face area is 10m² per face, for a maximum of two faces; • Must not be located less than 1.5m from the front property boundary (including the primary and secondary street frontages of a corner lot), and must not project beyond the alignment of any property boundary; • have a minimum clearance of 2.7m from the natural ground level; • be restricted to a maximum of either one pylon or monolith sign per street frontage, or where a lot has numerous tenancies/units, multiple pylon or monolith signs may be approved where separated by a minimum distance of 50m; • not exceed 2.5m measured horizontally across the face of the sign; • Where practical, make provision for infill panels to accommodate the needs of a property containing multiple tenancies/units; • not be more than 6m above natural ground level (including supporting structures), except where: • multiple tenancies/units are located on a lot, then the height can be increased to 7m above natural ground level (including supporting structures).
<p>Balloon Sign</p> <p>An inflatable advertisement sign.</p> 	<p>Balloon Signs shall:</p> <ul style="list-style-type: none"> • not exceed 7m in diameter; • not exceed 9m in height; • not be displayed for more than 14 days in aggregate for any one calendar year; <p>and</p> <ul style="list-style-type: none"> • be securely attached.
<p>Monolith Signs</p> <p>An advertisement sign comprising of a solid, ground mounted structure, where the vertical dimension exceeds the horizontal dimension, but does not include a Pylon Sign or a Directional Sign:</p> 	<p>Monolith Signs shall:</p> <ul style="list-style-type: none"> • not be more than 6m above natural ground level (including supporting structures), except where multiple tenancies/units are located on a lot, then the height can be increased to 7m above natural ground level. • have a maximum area of 15m² • be restricted to a maximum of either one pylon or monolith sign per street frontage, or where a lot has numerous tenancies/units, multiple monolith or pylon signs may be approved where separated by a minimum distance of 50m. • Where practical, make provision for infill panels to accommodate the needs of a property containing multiple tenancies/units.

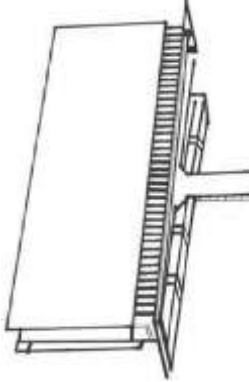
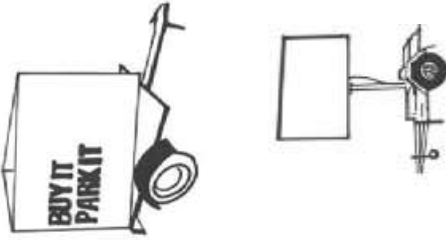

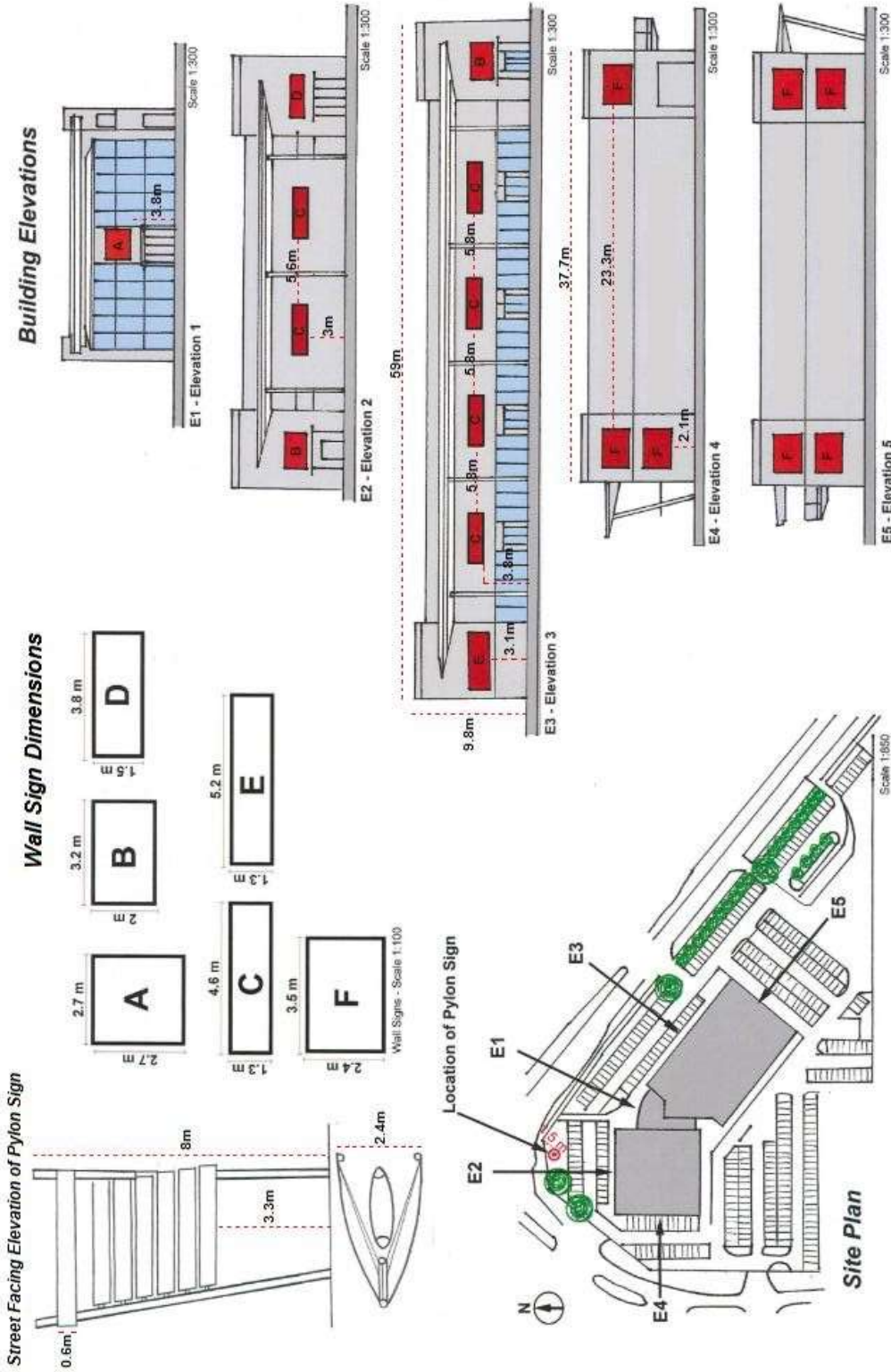
DEVELOPMENT STANDARDS	
<p>SIGN TYPE</p> <p>Billboards</p> <p>An advertisement sign fixed to a freestanding structure or building may include LED components, however not classified as a pylon or wall sign.</p> 	<p>Not permitted, but Council may consider a hoarding sign subject to the following;</p> <ul style="list-style-type: none"> • Number of similar signs approved by Council within 1km of the proposed sign; • Must be mounted as a freestanding structure; • Must not be located on a street frontage of a premises along which is located another billboard sign, billboard sign large, ground sign, pole sign, pylon sign or pylon sign – large; • Sign not exceed a maximum of 85m² in area; • Sign not less than 1.2m or greater than 20m (top of sign inclusive of supporting posts) above ground level; • Setback of the sign from the property boundary to be determined subject to the adjoining road hierarchy, width of road reserve, proximity of sensitive uses, size of the sign and any existing vegetation/screening; • Consideration to advice received from agencies upon referral of the proposal to the affected agencies.
<p>Trailer Mounted Signs</p> <p>An object which is displayed for the purposes of advertisement (including a variable message sign); or an advertisement sign which is attached to or placed on a vehicle (car, truck, boat, trailer, caravan, machinery, whether moveable or not).</p> 	<ul style="list-style-type: none"> • Maximum horizontal or vertical dimension being 2.0m • The vehicle is removed when Cyclone warning 'Yellow' alert is issued • The sign is adequately secured to not cause risk to other road users. • Public authorities exempted.
<p>Any Other Sign -</p> <p>Is a sign that is not listed or defined within the general terms of the definitions or otherwise mentioned in this Policy.</p>	<p>These are to be considered against the provisions of a sign definition of 'nearest fit' and the performance criteria.</p>

TABLE 3 – ADVERTISEMENTS NOT PERMITTED

Signs not Permitted - the signs below are not permitted.

SIGN TYPE	ADVERTISEMENTS NOT PERMITTED
<p>Tower Sign</p> <p>A sign affixed to, or placed on an open structural mast or tower.</p>	 <p>Tower Signs are not permitted.</p>

APPENDIX 1 – Signage Strategy Example



(Appendix ORD: 12.14B)



POLICY NO:-

SDev CP091 - LOCAL PLANNING POLICY – EXEMPTED DEVELOPMENT AND LAND USE

GOVERNANCE INFORMATION

Procedure Link:

NA

Administrative Policy Link:

NA

ADMINISTRATION INFORMATION

History:					Synopsis:	
Version	1	New	OCM	26/02/2020	Res: 25-20	Draft Policy created.
Version	2	Adopted	OCM	29/04/2020	Res: 82-20	Adopted by Council
Version	3	SDev CP091	OCM	30/09/20	Res: 269-20	Reviewed and Adopted by Council
Version	4	SDev CP091	OCM			

1. RESPONSIBLE DIRECTORATE

Sustainable Development

2. PURPOSE OR OBJECTIVE

This Policy establishes the Shire's position in relation to development that is exempt from requiring development approval. These exemptions are in addition to the use and development types identified as being exempt in Schedule 2 ('Deemed Provisions') of the Planning and Development (Local Planning Schemes) Regulations 2015.

The objectives of this Policy are to:

1. Provide certainty about what is considered minor development and to exempt such development from the need for development approval;
2. To streamline the land use planning regulatory process and to reduce red tape;
3. Ensure acceptable development outcomes are maintained;

This policy is made pursuant to Division 2, Part 2, Schedule 2 of the Deemed Provisions for local planning schemes of the Planning and Development (Local Planning Schemes) Regulations 2015.

3. REFERENCE DOCUMENTS

- Planning and Development Act 2005
- Planning and Development (Local Planning Schemes) Regulations 2015
- Shire of Dardanup Local Planning Scheme No. 3 (TPS3)

4. DEFINITIONS

In this policy, "substantially commenced" means that the footings of an approved dwelling have been completed.

All other words and expressions in this policy have their normal and common meaning, and as defined in Part 1, Clause 1.8 of the Shire of Dardanup Town Planning Scheme No.3, the *Planning and Development Act 2005*, the *Planning and Development (Local Planning Schemes) Regulations 2015* or State Planning Policy 7.3 - Residential Design Codes of WA.

5. POLICY

Prior to the commencement of development works, land owners and applicants are encouraged to discuss all development proposals with Shire Planning Staff to determine whether the terms and requirements of this policy apply.

(Appendix ORD: 12.14B)

Exemptions in Schedule 2 ('Deemed Provisions') of the Planning and Development (Local Planning Schemes) Regulations 2015 apply to land even though it may be located in the Landscape Protection Area under TPS3. Exemptions in Schedule 2 ('Deemed Provisions') do not apply to land that is designated as Bushfire Prone Area under the Fire and Emergency Services Act 1998 and development approval is required under clause 78D(3) for the development.

Before carrying out any development listed in Table 1, any other licences, permits or approvals required must be obtained in accordance with any other law.

In addition to the exemptions in Schedule 2, Development approval is not required for any development listed in Table 1 'Exempted Development' providing:

- 5.1 The proposal complies with the listed zones and criteria contained in the corresponding 'Applicable Zone' and 'Conditions' columns;
- 5.2 The land use or development does not represent an 'X' (Prohibited Use) in Appendix I – Zoning Table of the Shire of Dardanup Town Planning Scheme No.3;
- 5.3 The proposal does not vary any standards or requirements prescribed in the Scheme or the Planning and Development (Local Planning Schemes) Regulations 2015, or any other requirements of the R-Codes (if applicable).

Table 1 – Development Exempt from Development Approval

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
Arbor, archway or gateway - or similar type of decorative structure that defines a pedestrian entrance.	All zones	<ul style="list-style-type: none"> • Maximum height 3 metres; and • Maximum width 2.5 metres
Ancillary Dwellings	All zones	The change of use of a building or part of a building, or the construction of an Ancillary Dwelling where compliant with the R-codes (if applicable) and Local Planning Policy CP100 – Ancillary Dwellings, Grouped and Caretakers Dwellings – Small Holding and General Farming Zones, and where no DA is required due to Bushfire Provisions.
Bed and Breakfast	General Farming Residential Short Stay Residential Small Holding Tourist	<ul style="list-style-type: none"> • Minimum lot size 900m² • Maximum of two bedrooms and two bathrooms may be used for the bed and breakfast • One onsite car parking space is required per guest bedroom in addition to two spaces for the residential use
Cubby Houses	All zones	Where the structure: (i) is not located within the primary street setback area; and

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>(ii) has a maximum height of 2.4m above natural ground level and a maximum area of 10m².</p>
<p>Demolition of a non-residential building</p>	<p>All zones</p>	<p>The demolition of a non-residential building is exempt from the requirement to obtain planning approval unless it is:</p> <p>(a) located in a place that is entered in the Register of Heritage Places under the Heritage of Western Australia Act 1990;</p> <p>(b) the subject of an order under the Heritage of Western Australia Act 1990 Part 6;</p> <p>(c) included on a heritage list prepared in accordance with this Scheme;</p> <p>(d) located within an area designated under this Scheme as a heritage area; or</p> <p>(e) the subject of a heritage agreement entered into under the Heritage of Western Australia Act 1990 section 29.</p>
<p>Family Day Care</p>	<p>All zones</p>	<p>Where development complies with the Scheme definition of a 'Family Day Care'</p>
<p>Flagpole</p>	<p>All zones</p>	<p>Where the structure is:</p> <p>(i) contained within the lot boundaries;</p> <p>(ii) a maximum height of 6m above natural ground level and 200mm in diameter; and</p> <p>(iii) where proposed on a residential property no more than one flagpole is to be erected.</p>
<p>Fences</p>	<p>Residential</p>	<p>Where the fence is not located within a Heritage Area or on a lot that contains a place on the Heritage</p>

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>List and meets any of the following criteria:</p> <ul style="list-style-type: none"> • is a front fence and meets the acceptable development provisions of the Residential Design Codes, including; <ul style="list-style-type: none"> ○ front fences within the primary street setback area being visually permeable 1.2 metres above natural ground level; and ○ fences being truncated or reduced to no higher than 0.75 metres within 1.5 metres of where the fence adjoins a vehicle access point, where the driveway meets a public street and where 2 streets intersect; • is located on a common boundary, is located greater than 4.5 metres from a primary street boundary and is no greater than 2 metres in height; • is located on a secondary street boundary and is not greater than 1.8 metres in height.
	General / Light Industry, Mixed Business	<ul style="list-style-type: none"> • Constructed of 50mm steel mesh; • Maximum height of 1.8m from natural ground level with a maximum overall height of 2.1m where barbed wire is placed on top of the fence; • Supported by steel galvanised pipe posts: <ul style="list-style-type: none"> ○ 2.7m in length ○ Nominal bore of 40mm and outside diameter of 48mm ○ Spaced at 4m centres ○ Sunk 0.6m into the ground, encased in concrete having diameter of 150mm; and ○ Terminal posts are braced in line of the

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EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>fence with diagonal pipe braces having nominal bore of 50mm and outside diameter of 60mm</p> <ul style="list-style-type: none"> • Centre and bottom high tensile galvanised steel wire.
	General Farming, Small Holding, Tourist	<p>Where the fence meets all of the following criteria:</p> <ul style="list-style-type: none"> • is located within a 14 metre visual truncation on a corner lot and is no higher than 1.5 metres; • is located within a 3 metre visual truncation to a vehicular access way and is no higher than 1.5 metres; • is no higher than 1.8 metres in all other cases; • is constructed of post and wire or post and rail; • is not located within a heritage area and is not on a lot that contains a place on the Heritage List
Feature walls (Landscape Walls)	All zones	<ul style="list-style-type: none"> • Maximum 3m width at a max height of 2.1m from natural ground level; and • Setback behind the primary and/or secondary street setback.
Outdoor Cooking facilities - Pizza Oven, BBQ	All zones	<ul style="list-style-type: none"> • Maximum height 1.8m from natural ground level excluding chimney or flue; and • Structures above 1.8m from natural ground level need to be setback as required by the R-Codes (if applicable) or Scheme Setbacks. • The size of the structure shall not be larger than 3m²
Home Occupation	All Zones	Where development complies with the Scheme definition of a 'Home Occupation'

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EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
Home Business	All Zones	Where development complies with the Scheme definition of a 'Home Business'
Horse Shelters	General Farming Small Holding	<p>Where the development meets all of the following criteria:</p> <ul style="list-style-type: none"> • External surfaces are clad with non-reflective materials. • No clearing of vegetation is required. • Compliant with the relevant setbacks/building envelope and building exclusion area requirements for the applicable zone/designation. • A Greater Bunbury Region Scheme application is not triggered due to the land being affected by the Floodplain Management Policy 2017 and/or the Strategic Minerals and Basic Raw Materials Resource Policy and/or the land abuts a Region Scheme Reservation under the GBRS. <p>In the Small Holding zone where the number of livestock kept on the lot is equal to or less than the base (dry) stocking rate that applies to the land (as defined in the Agriculture Western Australia document titled "Stocking Rate Guidelines for Rural Small Holdings, Swan Coastal Plain and Darling Scarp").</p>
Industry – Cottage	General Farming Small Holding	<p>Where development complies with the Scheme definition of a 'Industry – Cottage' and the following criteria is met:</p> <ol style="list-style-type: none"> a) The cottage industry is attached or detached from the dwelling located on the property; b) The use is to remain ancillary to the main dwelling or the principal land use of the property; c) Retail of goods produced on-site is only permitted through the establishment

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>of a small gallery located within the scheme floor area restrictions;</p> <p>d) Art and craft classes or demonstrations may be conducted at a rate of no more than 2 classes or demonstrations per week;</p> <p>e) The development does not involve the construction of any permanent works, structures or buildings unless otherwise approved by the Shire of Dardanup;</p> <p>f) Does not unduly impact on vehicular or pedestrian accessibility;</p> <p>g) May include temporary works small in scale which includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Marquees; • Stall setups; • Tables; or • Umbrellas <p>h) Operates within the hours of 7.00am and 10.00pm</p> <p>i) Noise must be compliant with the Environmental (Noise) Regulations 1997</p>
Internal Building Alterations	All Zones	Where the internal alterations/rearrangement of the building will not increase the total floor area of the building-
Keeping of Livestock	General Farming	No Conditions.
	Small Holding Tourist	Where the number of livestock kept on the lot is equal to or less than the base (dry) stocking rate that applies to the land (as defined in the Agriculture Western Australia document titled "Stocking Rate Guidelines for Rural Small Holdings, Swan Coastal Plain and Darling Scarp").
Outbuildings, Patios, detached garage, carports and lean-to	Residential *Except where located in the Bushland Development Area	Outbuildings and detached Garages where the development meets all of the following criteria:

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EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
structures attached to an outbuilding		<ul style="list-style-type: none"> • Where the outbuilding is to be constructed on a lot where a building permit for a dwelling has already been issued and the dwelling has been “substantially commenced” according to the definition in this policy; • Maximum outbuilding floor area - 80m² in aggregate or 10% in aggregate of the site area (whichever is the lessor); • A maximum wall height of 3m; • A maximum ridge height of 4.2m as per the Residential Design Codes; • Located behind the street setback; • A nil setback to the side and/or the rear boundary setback and 1m setback to a secondary street boundary is permitted for a maximum wall length of 9m. <p>Carpports and Patios where the development meets all of the following criteria:</p> <ul style="list-style-type: none"> • A maximum wall height of 3.5m; • A maximum ridge height of 4.2m as per the Residential Design Codes; • Located behind the street setback; • A nil side and/or rear boundary setback, and 1m setback to a secondary street boundary is permitted, for a maximum length of 12m along any boundary; • The roof cover being setback a minimum of 500mm from all lot boundary; • All other ‘deemed to comply’ requirements of the R-Codes being met; and • All stormwater including roof run off disposal is to be contained on site.
	Residential zoned lots in the Bushland Development Area	<p>Where the development meets all of the following criteria:</p> <ul style="list-style-type: none"> • Where the outbuilding is to be constructed on a lot where a

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>building permit for a dwelling has already been issued and the dwelling has been “substantially commenced” according to the definition in this policy;</p> <ul style="list-style-type: none"> • Maximum outbuilding floor area - 80m² in aggregate or 10% in aggregate of the site area (whichever is the lessor); • A maximum wall height of 3.5m; • A maximum ridge height of 4.4m; • A minimum setback of 2m to the side and the rear for Burekup; • A minimum setback of 2m to the side and 10m to the rear in Eaton; • Patios must be constructed in accordance with the above listed criteria however are not subject to a maximum aggregate floor area. • All other ‘deemed to comply’ requirements of the R-Codes being met. • All Stormwater including roof run off disposal is to be contained on site.
	Small Holding	<p>Where the development meets all of the following criteria:</p> <ul style="list-style-type: none"> • Where the outbuilding is to be constructed on a lot where a building permit for a dwelling has already been issued and the dwelling has been “substantially commenced” according to the definition in this policy. • Maximum floor area – 300m² in aggregate where the lot size is less than 3ha. • Maximum floor area – 400m² in aggregate where the lot size is larger than 3ha. • A maximum wall height of 5m. • Compliant with the relevant setbacks/building envelope and building exclusion area requirements for the applicable zone/designation. • A Greater Bunbury Region Scheme application is not triggered due to the land being affected by the Floodplain Management Policy 2017 and/or

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EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>the Strategic Minerals and Basic Raw Materials Resource Policy and/or the land abuts a Region Scheme Reservation under the GBRS.</p> <ul style="list-style-type: none"> All Stormwater including roof run off disposal is to be contained on site.
Rural shed or farm outbuilding	General Farming	<p>Where the development meets all of the following criteria:</p> <ul style="list-style-type: none"> Buildings to be clustered with the farmhouse and other outbuildings, if there are existing buildings on the lot. Compliant with the relevant setbacks for the zone. <p>Notwithstanding these exemptions, approval under the Greater Bunbury Region Scheme (GBRS) application may be required due to the land being affected by the Floodplain Management Policy 2017 and/or the Strategic Minerals and Basic Raw Materials Resource Policy and/or the land abuts a Region Scheme Reservation under the GBRS.</p>
Parking of one (1) Commercial Vehicle	Residential	Where the parking of the vehicle complies with Clause 3.5 of the Scheme.
	All other zones	<p>Where:</p> <ol style="list-style-type: none"> The parking of the commercial vehicle/s is ancillary to the approved use; or Only one (1) commercial vehicle and one (1) associated trailer is parked per property; and Where the subject lot has a total area of equal to or greater than 10,000m² (1 hectares); and The subject vehicle is rated a gross vehicle mass of less than or equal to 6.5 tonnes.

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA						
Pool Pump Shed	All zones	Subject to compliance with the provisions part 5.4.3 Outbuildings of the Residential Design Codes.						
Rainwater tank	All zones	<ul style="list-style-type: none"> • Maximum height 2.7m above natural ground level; • Compliant with the relevant setbacks/building envelope and building exclusion area requirements for the applicable zone/designation. • Permitted sizes by lot area: <table border="1" data-bbox="1018 636 1393 992"> <tr> <td data-bbox="1018 636 1187 779">≥4,000m²</td> <td data-bbox="1187 636 1393 779">10m in diameter 212 000L tank</td> </tr> <tr> <td data-bbox="1018 779 1187 887"><4,000m² but ≥2000m²</td> <td data-bbox="1187 779 1393 887">3.88m in diameter 32 000L tank</td> </tr> <tr> <td data-bbox="1018 887 1187 992"><2,000m²</td> <td data-bbox="1187 887 1393 992">6000L tank no greater than 2.4m in height</td> </tr> </table> • More than one rainwater tank is permitted in the General Farming and Small Holding Zones where the rain water tanks are clustered with the farmhouse and other outbuildings, and no clearing of vegetation is required. 	≥4,000m ²	10m in diameter 212 000L tank	<4,000m ² but ≥2000m ²	3.88m in diameter 32 000L tank	<2,000m ²	6000L tank no greater than 2.4m in height
≥4,000m ²	10m in diameter 212 000L tank							
<4,000m ² but ≥2000m ²	3.88m in diameter 32 000L tank							
<2,000m ²	6000L tank no greater than 2.4m in height							
Satellite Dishes, microwave antennae and radio masts	All zones	<p>The installation of satellite dishes, microwave antennae and radio masts or other low impact facilities which satisfy the following requirements:</p> <ul style="list-style-type: none"> (i) there are no other existing satellite dishes, microwave antennae or radio masts on the subject lot; (ii) in the case of satellite dishes in residential areas, the maximum diameter is 1.0 metres or less and is not located within any of the street setbacks; and in non-residential areas the maximum diameter is 3 metres; (iii) in the case of microwave antennae, the maximum 						

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>diameter is 1.0 metre or less, the antennae does not project higher than 3 metres above the ridge line of the building and is not utilised to transmit electromagnetic waves;</p> <p>(iv) in the case of radio masts, the height does not exceed 8 metres, the radio mast is setback in accordance with the Scheme from any of the lot boundaries (or 6 metres whichever is greater) and the dimension of the antennae does not exceed 6 metres and is fully contained within the subject lot;</p> <p>(v) where the structure involves Amateur (Ham) Radio equipment shall be less than 10m above natural ground level and is setback no less than 4m from any lot boundaries;</p> <p>(vi) Is not visible from the primary street;</p> <p>(vii) and shall be clustered or located with existing development on site.</p>
Shade sails	Residential General Farming Small Holding Tourist	<p>Where the structure constructed on a residential lot and associated with a dwelling—</p> <ul style="list-style-type: none"> • No part of the fabric is to be located closer than 500mm to any boundary; • The posts can have a nil setback; • Is located outside of the primary street setback area or meets the same primary street setback requirements as if it were a carport where the R Codes apply; <p>For all other zones shade sails shall be located in accordance with the Scheme setbacks.</p>
Site Works and Retaining walls	All zones	<ul style="list-style-type: none"> • Where the extent of fill and/or height of the retaining wall(s)

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>does not exceed 500mm above the natural ground level; or</p> <ul style="list-style-type: none"> • Where extent of fill and/or height of the retaining wall(s) exceeds 500mm above the natural ground level, retaining walls shall be located on the boundary and fencing located atop to prevent overlooking (where the R-Codes apply); • Is located on a boundary other than the primary street boundary; • Is not located within a Flood Prone Area; • Is not located within a heritage Area and is not on a lot that contains a place on the Heritage List.
Solar Panels / Collectors	All Zones	<ul style="list-style-type: none"> • Solar panels are positioned on the roof of an existing building; • Maximum projection of 1.5m from the highest point of the building to which it is attached; and • Incidental to an approved land use.
Trading or Events - The use of any land which is approved through a license or permit issued under a local law	All zones	<ul style="list-style-type: none"> • The activity does not involve alterations to the land or construction of permanent structure(s); • Each event is in existence for less than 48 hours; • Does not require a greater period than 5 days setup and breakdown of event infrastructure, or such other period as is specified in the approval by the Shire; and • The cumulative total number of events at the property does not exceed more than 5 events in any 12 month period.
Trellis – or similar perforated material attached to Common or Dividing Fence	Residential	<p>If located adjacent to a side or rear (not secondary street) dividing fence,</p> <ul style="list-style-type: none"> • The combined height of the fence and trellis does not exceed 2.4m from natural ground level; and

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<ul style="list-style-type: none"> • Setback 6m from primary street boundary. OR <p>If located on a primary street dividing fence.</p> <ul style="list-style-type: none"> • The combined height of the fence and trellis does not exceed 1.5m; and • The trellis does not cover more than 25% of the frontage.
Temporary Offices and sheds	All zones	<ul style="list-style-type: none"> (i) offices and sheds (including sea containers) used by builders directly associated with the building works occurring on site for the duration of completing the works; and/or (ii) offices (including sea containers) used by real estate agents directly associated to the sale of lots and/or dwellings on the development site for a period of 24 months.
Vegetation Removal	All zones	<p>For removal, destruction or lopping of any vegetation that is not identified as being significant vegetation on a Structure Plan, and meets any of the following:</p> <ul style="list-style-type: none"> (i) to create or maintain a 20m wide Asset Protection Zone from the external walls of the primary dwelling on the property, for bushfire management; (ii) To create or maintain a 20m wide Asset Protection Zone from the external walls of any building that is 10m or less from the primary dwelling on a property; (iii) all vegetation other than trees within 80m of the Asset Protection Zone (i) above, for bushfire hazard reduction. (iv) any harmful weed species identified on an approved list of any Federal or Western Australian Government Agency, including those listed by Department of Primary Industries and Regional Development (DPIRD) as Declared Plant, prescribed as a

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<p>pest plant under the <i>Biosecurity and Agriculture Management Act 2007</i> (BAMA), or any other weed species as advised by DPIRD or</p> <p>(v) Where the vegetation removal does not require a 'Clearing Permit' under the (WA) <i>Environmental Protection Act 1986</i>.</p> <p>* Note: Despite any exemption in this section, approval may still be required under the (Cwlth) <i>Environmental Protection and Biodiversity Conservation Act 1999</i>, or a Clearing Permit may be required under the (WA) <i>Environmental Protection Act 1986</i>, in some instances. The applicant should check with DWER.</p>
Water Feature	All zones	<p>Where the structure constructed on a residential lot and associated with a dwelling –</p> <ul style="list-style-type: none"> • Maximum height of 2.4m above natural ground level if located behind the primary street setback; • Maximum height of 1.2m above natural ground level if located within the primary street setback; and • Permitted with a nil boundary setback. <p>All other zones shall be located in accordance with the Scheme setbacks</p>
Windmills and Wind Turbines	<p>General Farming Small Holding Tourist *Where development is located in the Landscape Protection Area a Development Application is required</p>	<ul style="list-style-type: none"> • Incidental to a use occurring on the land which has Council approval, or does not require Council approval; • Compliant with the relevant setbacks/building envelope requirements for the applicable zone/designation. • A maximum height of 12m. • One Windmill or Wind Turbine is permitted per lot.

(Appendix ORD: 12.14B)

EXEMPTED DEVELOPMENT	APPLICABLE ZONE (UNLESS 'X' IN LAND USE TABLE)	EXEMPTION CRITERIA
		<ul style="list-style-type: none">Noise must be compliant with the Environmental (Noise) Regulations 1997
Works to a building in a dangerous state or state of emergency (i.e. a building that presents a public hazard) Or Painting / Maintenance of a Building	All zones	<ul style="list-style-type: none">The repairs will replicate the external appearance of the structure in its original state; andNo additions are applied or implemented to the structure as part of the works.

6. APPLICATION

This Policy applies to all zoned land applicable under the Shire of Dardanup Town Planning Scheme No.3 inclusive of the land contained within the Landscape Protection Areas shown on the Scheme Map according to the legend thereon.

It should be noted that whilst the Policy identifies certain development types that do not require development approval, a building permit or other approval may still need to be obtained from the Shire.

(Appendix ORD: 12.14C)



POLICY NO:-

SDev CP100 – LOCAL PLANNING POLICY - ANCILLARY DWELLINGS, GROUPED DWELLINGS AND CARETAKER'S DWELLINGS – SMALL HOLDING AND GENERAL FARMING ZONES

GOVERNANCE INFORMATION

Procedure Link:

NA

Administrative Policy Link:

NA

ADMINISTRATION INFORMATION

History:			OCM:	08/03/12	Res:	56/12	Synopsis:	Policy created. 08/03/2012
	1	DEV25	OCM:	10/05/12	Res:		Synopsis:	Reviewed Policy Adopted
Version:	2	CP100	SCM	26/07/18	Res:	251-18	Synopsis:	Reviewed and Adopted by Council
Version:	3	SDev CP100	SCM	30/09/20	Res:	269-20	Synopsis:	Reviewed and Adopted by Council –

1. RESPONSIBLE DIRECTORATE

Sustainable Development

2. PURPOSE OR OBJECTIVE

This Local Planning Policy has been adopted by the Shire of Dardanup pursuant to the provisions of Schedule 2, Part 2, Div. 2 of the *Planning and Development (Local Planning Scheme) Regulations 2015*.

The purposes of the policy are to:

- provide guidance and set minimum standards with regard to proposals for ancillary dwellings, grouped dwellings and caretaker's dwellings on properties within the Small Holding and General Farming zones; and
- avoid inappropriate proliferation of residential-type development on individual properties in the Small Holding and General Farming zones, which has the capacity to result in land use conflict and places increased pressure to subdivide rural land.

3. REFERENCE DOCUMENTS

Planning and Development Act 2005

Planning and Development (Local Planning Schemes) Regulations 2015 (Regulations)

Shire of Dardanup Town Planning Scheme No. 3 (TPS3)

State Planning Policy 7.3 Residential Design Codes (R-Codes)

State Planning Policy 2.5 Rural Planning

State Planning Policy 3.7 Planning in Bushfire Prone Areas

4. DEFINITIONS

For the purpose of this policy, 'Ancillary Accommodation' and 'Ancillary Dwelling' are considered interchangeable and have the same meaning.

Ancillary Dwelling – means a self-contained dwelling on the same lot as a single house which may be attached to, integrated with, or detached from the single house (R-Codes).

Caretaker's Dwelling – means a dwelling on the same site as a building, operation, or plant, and occupied by a supervisor of that building, operation or plant (TPS3).

Grouped Dwelling – means a dwelling that is one of a group of two or more dwellings on the same lot such that no dwelling is placed wholly or partly vertically above another, except where special conditions of landscape or topography dictate otherwise, and includes a dwelling on a survey strata with common property (R-Codes).

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5. POLICY

5.1 Development Approval is required in accordance with the table below, and any application for such approval will be assessed having regard to this policy:

	ANCILLARY DWELLINGS	GROUPED DWELLINGS	CARETAKERS DWELLINGS
SMALL HOLDING ZONE	No DA required if: <ul style="list-style-type: none"> there is an existing, habitable dwelling on the lot; no more than one ancillary dwelling is proposed; the 'development standards' in this policy are complied with; there are no heritage considerations; and there are no bushfire considerations that require a DA. 	DA is required – all sized lots	Not permitted in this zone (TPS3)
Policy position/conditions	Any lot size: Maximum of one ancillary dwelling per lot is permitted subject to the conditions in this table.	Lot size under 2ha – not supported Lots 2ha or larger: Except where TPS3 Appendix VIII restricts development to a single dwelling, the Shire may support a maximum of two grouped dwellings.	Not permitted in this zone (TPS3)
<p><i>For a lot over 2ha in area, Council will only support a maximum of two habitable structures on a single lot, which may consist of:</i></p> <ul style="list-style-type: none"> <i>One single dwelling, <u>plus</u> one ancillary dwelling; or</i> <i>Two grouped dwellings.</i> 			
GENERAL FARMING ZONE	No DA required if: <ul style="list-style-type: none"> there is an existing, habitable dwelling on the lot; no more than one ancillary dwelling is proposed; the 'development standards' in this policy are complied with; there are no heritage considerations; and there are no bushfire considerations that require a DA. 	DA required	DA required
Policy Position/conditions	Any lot size: Maximum of one ancillary dwelling per lot is permitted.	Lot size under 20Ha – not supported Lot size 20Ha or greater, DA is required – see policy position below	Lot size under 20Ha – not supported Lot size 20Ha or greater, DA is required – see policy position below Justification must be provided to demonstrate a genuine need for

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a caretaker's dwelling, to provide accommodation for an employee directly involved in the rural functions of the property.

For a lot over 20ha in area, Council will only support a maximum of two habitable structures on a single lot, which may consist of:

- *One single dwelling, plus one ancillary dwelling or one caretaker's dwelling; or*
- *Two grouped dwellings.*

5.2 Development standards

- Ancillary and caretaker's dwellings are to be 'secondary' to the main dwelling and this should be reflected in their relationship with the main dwelling.
- The appearance of ancillary and caretaker's dwellings shall be of complimentary style to the existing dwelling and uphold the amenity of the locality.
- Ancillary dwellings and caretaker's dwellings should be clustered with the main dwelling, with provision of access and services to be shared with the main dwelling.
- Where an approved building envelope exists on a 'Small Holding' zoned property, any additional structure shall be wholly contained within the approved building envelope.
- Council will not support transportable and/or 'donga' styled accommodation under this policy.
- Ancillary dwellings and/or caretaker's dwellings should not contain more than one bedroom and are not to exceed a maximum floor area of 100m² (excluding carport/ garage, verandas, patios, pergolas etc.)
- Vehicle access to an ancillary dwelling, grouped dwelling or caretaker's dwelling is to be shared with the main dwelling and no new crossovers to public roads will be permitted. Upgrades to the existing crossover may be required dependant on the condition of the existing.
- A minimum of one parking space shall be provided for any ancillary dwelling or caretaker's dwelling, in addition to those required for the main dwelling.
- A minimum of two parking spaces shall be provided for any grouped dwelling.
- The existence of any ancillary dwelling, grouped dwelling or caretaker's dwelling shall not be used as justification for the subdivision of any property.
- Development in a Bushfire Prone Area will need to comply with AS 3959 (Construction of Buildings in Bushfire Prone Areas) relevant to the Bushfire Attack Level Assessment as determined by an accredited consultant. In considering an application for development approval for development in a Bushfire Prone Area the landowner is to demonstrate compliance with the requirements of *State Planning Policy 3.7 – Planning in Bushfire Prone Areas*.

6 APPLICATION

This policy **applies to** the development of ancillary accommodation, grouped dwellings and caretaker's dwellings on land zoned "Small Holding" and/or "General Farming" **under the Shire of Dardanup Town Planning Scheme No. 3 inclusive of the land contained within the Landscape Protection Area shown on the Scheme Map according to the legend thereon. Exemptions under this policy does not apply where the development is undertaken on land designated as bush fire prone and development approval is required under clause 78D(3)**

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of the deemed provisions, such as where the bushfire attack level of the development is calculated as BAL-40 or BAL-Flame Zone.



POLICY NO:-

SDev CP505 – PUBLIC CONSULTATION – PLANNING MATTERS

GOVERNANCE INFORMATION

Procedure Link:	NA	Administrative Policy Link:	NA
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ADMINISTRATION INFORMATION

Version:	1	New	OCM	30/09/20	Res: 269-20	Synopsis:	Policy created and endorsed by Council
Version:	2	Review					

1. RESPONSIBLE DIRECTORATE

Sustainable Development

2. PURPOSE OR OBJECTIVE

This Policy is designed to clearly define consultation required to meet the statutory and ‘standard’ consultation requirements for planning matters. **R.76A and Schedule 2, cl. 64 and cl. 87 of the Planning and Development (Local Planning Schemes) Regulations 2015** establishes when consultation is required and gives discretion on how an application is to be advertised.

This Policy establishes the circumstances where consultation will be exercised, in order to:

- (a) provide a consistent approach to the types of applications where public notice is given, based on the level of a proposal’s potential ‘impacts’;
- (b) consistently apply standard means and duration of public notices; and
- (c) recognise the balance between the community being informed of, and having reasonable opportunity for input into, planning proposals (transparency and engagement), and the need to process planning proposals within prescribed statutory timeframes (efficiency).

This Local Planning Policy has been adopted by the Shire of Dardanup pursuant to the provisions of Schedule 2, Part 2, Clause 4 of the *Planning and Development (Local Planning Scheme) Regulations 2015*.

3. DEFINITIONS

The following are definitions for the purposes of this policy only:

‘Adjoining’ refers to any land or owner of land which abuts an application site or is separated from it only by a road, pathway, driveway or similar thoroughfare.

‘Affected Person’ means a person who owns or occupies land that adjoins an application site.

‘Application Site’ means the land upon which a land use, development or public work is proposed to be undertaken.

‘Advise’ means action in writing taken by the Shire or another to acquaint the recipient with details of an intended land use or development on an information-only basis.

‘Complex application’ means —

- (a) **an application for approval of development that is a use of land if the use is not specifically referred to in the zoning table for this Scheme in respect of the zone in which the development is located; or**
- (b) **an application of a kind identified elsewhere in this Scheme, or in a local planning policy, as a complex application for development approval.**

‘Consult’ means either:

- (a) Personal (evidence by signed documentation) or written contact with an affected property owner(s) by the party proposing to undertake a land use or development; or
- (b) Written notification by the Shire to affected persons inviting comment on the proposal.

'Development' as defined under the Planning and Development Act 2005.

'Development Control Unit' means a technical advisory group to consider and recommend determination of development applications as established under Local Planning Policy or Shire Operating Procedure, and includes the Shire's Development Assessment Unit.

'Excluded Holiday Period' means a day that is in:

- (a) a period beginning on 25 December in any year and ending on the next 1 January; or
- (b) a period of 7 days beginning on Good Friday in a year;

Unless otherwise defined in the *Planning and Development (Local Planning Schemes) Regulations, 2015*.

'Land' includes any building or part of a building created on the land.

'Land owner' means the person(s) listed as the registered owners on the Certificate of Title or in the case of Reserve land is the authority listed on the Management Order.

'Nearby Land' means any land, other than neighbouring or adjoining land, which may be adversely affected by a development proposal and, where appropriate, may include owners of land within a neighbouring Shire.

'Notify' means written communication by the Shire or the proponent of a development proposal containing relevant information about the development proposal for the purpose of advice or seeking comment.

'Public Advertisement' means notification by way of an advertisement in a local newspaper, signs erected on the application site or signs on public notice boards.

'Relevant Information' means the principal details of a development proposal as determined by the Shire to be sufficient to describe the proposal and its potential impacts. Each such notification is to provide further information as to where and when full particulars of the development proposal can be inspected during the period which comments are sought.

'Submitters' means people who have provided written comment on a proposal within the formal comment period.

4. POLICY

This Policy is to be read in conjunction with Community Development Policy Exec CP090– Community Engagement.

Consultation Categories Levels and Methods

- 4.1 In those instances where consultation is to be conducted, the consultation will be undertaken in accordance with the Consultation Matrix table in this Policy and all other provisions of this policy, unless varied by the legislation referenced in this policy.
- 4.2 Where proposals do not clearly fall within the matrix, the criteria outlined above will be used to establish the consultation process.
- 4.3 Prior to commencing consultation of a development application, the application ~~must~~ **may** be listed for discussion at the Development Control Unit meeting, where the Officer ~~must~~ **may** present the level of consultation to be undertaken, consistent with this Policy.
- 4.4 All notices public comment will articulate the following:
 - (a) The reasons for undertaking the consultation.

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- (b) Set out details of the proposal or a part thereof in respect of which comment is being sought;
- (c) Explain any policy variations being sought;
- (d) Set out how to a member of the public could provide comment; and
- (e) Specify the timeframe within which any comments or submissions should be made.

4.5 Where deemed appropriate by officers, consultation may occur with government departments/referral agencies at any consultation level.

Schedule 1 – Consultation Matrix

DEVELOPMENT PROPOSAL/PLANNING MATTERS	CONSULTATION LEVEL	CONSULTATION PERIOD
Local Planning Scheme Review	4*	90 days
Development Strategies/Local Planning Strategies for Selected Areas	4	21 days
Scheme Amendments	3	Complex SA: 60 days Standard SA: 42 days
Structure Plans	3	42 days
Subdivision Referrals from WAPC	1	-
Development proposing a variation to the Deemed to Comply criteria of the R-Codes	2	14 days
Development proposing a variation to a scheme standard	2	14 days
Building Envelope Amendment/Relocation	2	14 days
Development – ‘P’ Uses on zoning table in TPS3	1	-
Development – ‘D’ Uses on zoning table in TPS3	1	-
Development ‘A’ Uses on zoning table in TPS3	2	14 days
Complex application Uses not mentioned in Zoning Table	3	28 days
Any proposal requiring a Heritage assessment to be carried out	2	14 days
Extension to Non-Conforming Uses	2	14 days
Cancel, amend, or extend Development Approval (s.77 applications)	1	-
Local Planning Policy Development/Review	4 [#]	Minimum 21 days
Local Development Plan as a condition of subdivision	1	
Local Development Plan	3	14 days

Consultation periods in Schedule 1 do not include any “Excluded Holiday Period”

*Additional consultation requirements may be described in the Planning and Development (Local Planning Schemes) Regulations 2015.

#The minimum public consultation is 21 days, however additional workshops with key stakeholders may be required where deemed appropriate.

Table 1 – Consultation Level Legend

Consultation Level Description	Consultation Level
No Consultation	1
Consultation with owners and occupiers of adjoining Land	2
Consultation with owners and occupiers of the land in the locality	3
Community Engagement Plan	4

Level ‘1’ – No consultation

- 4.6 No consultation will occur where the proposal meets any of the following points:
- (a) is determined as having no predictable detrimental impact on the character or amenity of the immediate or general locality likely, and is not required under Clause 64(1) of the Deemed Provisions;
 - (b) has previously occurred and only minor modifications, or modifications that address previous concerns raised, are proposed; and
 - (c) for those proposals identified with ‘Consultation Level 1’ in the Matrix table in Schedule 1 of this policy.

Level '2' – Consultation with owners and occupiers of adjoining land

- 4.7 On R-Coded lots where the Deemed to Comply provisions of the Residential Design Codes are not complied with, the owner(s) of land adjoining the application site affected by the non-compliance will be consulted unless the proponent has already undertaken the necessary consultation and secured agreement or obtained comment.
- 4.8 Where a proposed land use or development is identified with 'Consultation Level 2' in the Matrix table in Schedule 1 of this policy, or where a proposed development:
- (a) will be visible from any road or other public place; and
 - (b) will be likely to have an impact on the streetscape or amenity of properties in immediate proximity to the site;
- the owners of properties adjoining, and those on the other side of any street immediately opposite the application site, will be consulted.
- 4.9 The owners **and occupiers of the properties** determined as being potentially affected by a development proposal will be consulted in writing, enabling the lodgement of any submission within the relevant period identified in the Matrix table in Schedule 1 of this policy (or such other period as prescribed by the relevant legislation).
- 4.10 Where an affected land owner is consulted by the proponent of a development proposal, the applicant must submit to the Shire evidence that the consultation satisfies the Shire's notification requirements, by submitted all of the following for each affect property:
- (a) a completed, signed and dated Form 87 (completed by the applicant and all affected persons); and
 - (b) a full copy of all of the plans submitted with the application, each of the plans having been signed and dated, and which include the printed name of each of the affected persons.

Level '3' – Consultation with owners and occupiers of the land in the locality

- 4.11 Where a proposal is identified with 'Consultation Level 3' in the Matrix table in Schedule 1 of this policy, or is determined by the Shire as having the potential to impact upon:
- (a) the use and enjoyment of land within an area but not extending to the whole of the Shire district; or
 - (b) specific interest groups within that area;
- the community within that area will be consulted.
- 4.12 The Shire will:
- (a) publish a notice of the development proposal in a newspaper circulating in the area containing details **of the proposal set out in Appendix 1 of this Policy;**
 - (b) publish a **notice, plan, application of** the development proposal on the Shire's website under the 'Public Comment' section, and also place a copy on the notice board at the front of the Administration Building and **make a copy of the document available for public inspection in the form of Appendix 1 of this Policy;**
 - (c) require the applicant to place a notice of the development proposal on a sign in a prominent position on the property that is subject of the development proposal, in the **manner and form approved by the Commission of Appendix 1 of this policy;**
 - (d) provide written notice in the form of a letter to all land owners **and occupiers** within a radius of at least 200m of the application site for land within the townsite boundaries or at least 500m radius for land outside of a townsite;
 - (e) consult with the owners **and occupiers** of land beyond the forgoing areas where, in the opinion of the Shire, there will be an impact along key transportation facilities, tourist routes or view-sheds; and
 - (f) consult as necessary with other affected government agencies or statutory authorities as the case requires.

- 4.13 The notice and letters referred to in Clause 4.12 must detail the relevant information of the application, enabling the lodgement of any submission within the relevant period identified in the Matrix table in Schedule 1 of this policy (or such other period as prescribed by the relevant legislation).

Level '4' – Community Engagement Plan

- 4.14 Where a proposal is identified with 'Consultation Level 4' in the Matrix table in Schedule 1 of this policy, and for planning matters that are deemed by officers to be of State, regional or shire-wide significance, officers will be required to prepare and implement a 'Community Engagement Plan' consistent with Policy SDev CP090 – Community Engagement.
- 4.15 Specific objectives for Level 4 consultation which must be taken into consideration when preparing the Community Engagement Plan, include (but may not be limited to) the following:
- (a) Raise awareness about a particular issue/matter;
 - (b) Establish communication links with the community and identify which sections of the community are to be targeted in the engagement plan;
 - (c) Encourage active participation in programs;
 - (d) Collect views, opinions and ideas;
 - (e) Foster community pride, support and 'ownership'; and
 - (f) Build trust and confidence between Council and the community.
- 4.16 Consultation mechanisms for Level 4 consultation will include the items listed at (a) – (d) below as a minimum, and may also include items (e)-(j), as determined by the Development Control Unit and/or the Manager Development Services:
- (a) Newspaper advertising*;
 - (b) Letter/mail box drops or Council notices;
 - (c) Signage and displays in relevant locations;
 - (d) Notice to be displayed on Council's website;
 - (e) Media releases – press, radio, television (subject to availability and budget);
 - (f) Formation of community or advisory committees under *Local Government Act 1995*;
 - (g) Formation of working groups;
 - (h) Workshops, forums or briefing/information sessions;
 - (i) Public meetings; or
 - (j) Other procedures as required.
- 4.17 *Notwithstanding the consultation methods adopted, consultation for 'Level 4' proposals will include a comprehensive local newspaper notice repeated over the duration of the process (minimum of 2 notices) associated with a formal comment period of 28 days, or such longer period that may be necessary to comply with relevant legislation.

Form of submission

- 4.18 Submissions should desirably be made on the Submission Form at Schedule No 2 of this Policy.
- 4.19 To be considered valid, any submission will be required to:
- (a) be signed by the submitter;
 - (b) provide contact details for the submitter including an address for correspondence (including email address); and
 - (c) detail the reasons for any objection to the proposal.
- 4.20 Where a written submission is received prior to the determination of an application and the Shire did not call for formal submissions, the submission must be considered as set out below 'consideration of submissions'.

Consideration of submissions

- 4.21 All submissions received will be acknowledged in writing within 7 days of receipt, either by email as a first preference, or by postal mail (letter) if no email address is provided.
- 4.22 All submissions will be summarised into 'issues' in a Schedule of Submissions document by the assessing officer, prior to a determination being made. The assessing officer will provide comment and/or a recommendation with regard to the matters raised in the submission.
- 4.23 Matters to be taken into account in the consideration of the submission are outlined as set out in clause **67** of the Deemed Provisions. This policy does not increase the scope of the matters that may be considered in clause **67**.
- 4.24 If the matter is to be determined by the Council rather than by a delegated officer, any person or organisation (other than a government agency or service provider) that has made a submission will be notified in writing (either by email or postal mail) of the details of the Council meeting, at least five working days prior to the Council meeting.
- 4.25 In making the determination on the application/planning matter, Council or the delegated decision-maker will consider the Schedule of Submissions.
- 4.26 Once a determination of the matter has been made, a letter will be sent to each submitter detailing the determination of the development proposal.

Cost of Consultation

- 4.27 The full cost of the consultation requirements specified within this policy are to be met by the applicant.
- 4.28 Council's fee schedule sets the cost for consultation.

Access to Planning Applications where no consultation required

- 4.29 In situations where a member of the public requests access to view a development proposal which does not require public consultation, the written consent of the applicant/owner must be obtained to view the documents submitted. In the event written consent is not obtained, the Shire will not provide access to the documents unless a formal application under the Freedom of Information Act is made to the Shire, and has been approved by the Shire's Freedom of Information Officer following due process.

5. APPLICATION

- 5.1 This policy is applicable to the entire local government area of the Shire of Dardanup and will be applied by the Shire when making discretionary decisions relating to public notice of planning proposals.
- 5.2 Planning proposals in the context of this policy include development applications; Structure Plans; Scheme Amendments and Local Development Plan.
- 5.3 For the purposes of this policy, in circumstances where consultation is undertaken it will include both the owners and occupiers of properties that, in the opinion of the Shire, may be affected by the proposal and/or other stakeholders where these are identified. Any reference to 'owners' in this policy shall also be taken to include 'occupiers' of the property.
- 5.4 The Policy also applies to Planning Applications for which the Council is not the final decision making authority.

6. REFERENCE DOCUMENTS

Planning and Development Act, 2005
Planning and Development (Local Planning Schemes) Regulations, 2015

Shire of Dardanup Local Planning Scheme No.3

RISK ASSESSMENT TOOL									
OVERALL RISK EVENT: Failure to amend local planning policies to align with updated Regulations.									
RISK THEME PROFILE:									
3 - Failure to Fulfil Compliance Requirements (Statutory, Regulatory)									
RISK ASSESSMENT CONTEXT: Operational									
CONSEQUENCE CATEGORY	RISK EVENT	PRIOR TO TREATMENT OR CONTROL			RISK ACTION PLAN (Treatment or controls proposed)	AFTER TREATMENT OR CONTROL			RESIDUAL RISK RATING
		CONSEQUENCE	LIKELIHOOD	INHERENT RISK RATING		CONSEQUENCE	LIKELIHOOD	RESIDUAL RISK RATING	
HEALTH	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
FINANCIAL IMPACT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
SERVICE INTERRUPTION	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
LEGAL AND COMPLIANCE	The update Regulations prevail should there be any conflict between them and Council policies.	Insignificant (1)	Unlikely (2)	Low (1 - 4)	Not required.	Not required.	Not required.	Not required.	Not required.
REPUTATIONAL	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.
ENVIRONMENT	No risk event identified for this category.	Not Required - No Risk Identified	N/A	N/A	Not required.	Not required.	Not required.	Not required.	Not required.

